

SUBMISSION COVER SHEET

Registered Entity Identifier Code (optional)

Date: May 24, 2018

IMPORTANT: CHECK BOX IF CONFIDENTIAL TREATMENT IS REQUESTED.

ORGANIZATION

ICE Trade Vault, LLC

FILING AS A:

DCM

SEF

DCO

SDR

ECM/SPDC

TYPE OF FILING

• Rules and Rule Amendments

Certification under § 40.6 (a) or § 41.24 (a)

“Non-Material Agricultural Rule Change” under § 40.4 (b)(5)

Notification under § 40.6 (d)

Request for Approval under § 40.4 (a) or § 40.5 (a)

Advance Notice of SIDCO Rule Change under § 40.10 (a)

• Products

Certification under § 39.5(b), § 40.2 (a), or § 41.23 (a)

Swap Class Certification under § 40.2 (d)

Request for Approval under § 40.3 (a)

Novel Derivative Product Notification under § 40.12 (a)

RULE NUMBERS

ICE Trade Vault, LLC Participant Agreement

DESCRIPTION

ICE Trade Vault, LLC has amended the ICE Trade Vault Participant Agreement to revise certain provisions related to EU data privacy and OFAC requirements. The amended Participant Agreement is scheduled to be effective on June 8, 2018.



By Electronic Mail

May 24, 2018

Mr. Christopher Kirkpatrick
Secretary
Commodity Futures Trading Commission
1155 21st Street, N.W.
Washington, D.C. 20581

Re: Amendments to ICE Trade Vault, LLC Fee Schedule Pursuant to Section 5c(c)(1) of the Commodity Exchange Act and Commission Regulation 40.6

Dear Mr. Kirkpatrick:

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act, as amended, and Commodity Futures Trading Commission (the "Commission") Regulation 40.6, ICE Trade Vault, LLC ("ICE Trade Vault") submits, by written certification, proposed amendments to the ICE Trade Vault Participant Agreement to revise certain provisions related to EU data privacy laws and requirements of the U.S. Department of the Treasury's Office of Foreign Assets Controls' (OFAC) sanctions programs. The proposed amendments are blacklined in the text of the ICE Trade Vault Participant Agreement attached hereto.

ICE Trade Vault certifies that these amendments comply with the Commodity Exchange Act and the rules and regulations promulgated by the Commission thereunder. No substantive opposing views have been expressed by Participants or others with respect to the amendments. ICE Trade Vault further certifies that, concurrent with this filing today, a copy of this submission was posted on its website and may be accessed at: www.icetradevault.com. ICE Trade Vault intends to implement this amended Participant Agreement on June 8, 2018.

As noted above, enclosed with this letter is a marked version of the ICE Trade Vault Participant Agreement which is being submitted in whole. If you have any questions or need further information, please contact me at Kara.Dutta@theice.com or (770) 916-7812.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kara Dutta', written over a light blue horizontal line.

Kara Dutta
General Counsel
ICE Trade Vault, LLC

Enclosures

ICE TRADE VAULT PARTICIPANT 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 swaps that have been approved by relevant governmental authorities for reporting to ICE Trade Vault (the “ICE SDR Service”), has agreed to provide the party identified below (“Participant”) with access to 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 ICE TRADE VAULT PLATFORM.** ICE Trade Vault hereby grants Participant a non-exclusive, non-transferable, revocable license to access the ICE Trade Vault Platform as it may exist from time to time and to utilize any hardware, software, systems and/or communications links furnished by ICE Trade Vault to Participant from time to time (collectively, the “System”) in accordance with the ICE Trade Vault Terms (as defined below), solely for the purpose of allowing Participant to use the ICE SDR Service in the form offered by ICE Trade Vault from time to time.
- 2) **TERMS OF ACCESS.** Participant’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, and (iii) any other applicable Annexes relating 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 posting amendments on ICE Trade Vault’s website at www.icetradevault.com and any such amendments will be prospectively binding on Participant, provided that ICE Trade Vault will provide at least two weeks’ prior notice, through electronic or other direct communication with Participant, of any such amendments that are likely to materially and adversely affect Participant or its rights or obligations hereunder. Participant’s use of the ICE Trade Vault Platform after the effective date of any such amendment shall constitute its ratification of and agreement to any such amendment. If ICE Trade Vault elects to require Participant to acknowledge and agree to an amendment, such amendment will not become effective until Participant has done so in the manner specified by ICE Trade Vault.
- 3) **PARTICIPANT’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Participant hereby represents, warrants and covenants as follows:
 - a) The ICE SDR Service, the System and ICE Trade Vault Information (as defined below) are the exclusive proprietary property of ICE Trade Vault constituting trade secrets. For purposes of this Agreement, “ICE Trade Vault Information” means all information and content displayed or distributed on the System or as part of the ICE SDR Service or derived therefrom, but for purposes of this Section 3(a) excludes data submitted to the ICE SDR Service by Participant or on Participant’s behalf (“ICE SDR Service Data”). Participant has been granted a limited license to use the System, the ICE SDR Service and the ICE Trade Vault Information solely for the purposes set forth herein and Participant will have no other rights with respect to the System, the ICE SDR Service or the ICE Trade Vault Information. Without limitation of the foregoing, Participant will access and utilize the System, the ICE SDR Service and the ICE Trade Vault Information solely for its own internal business activities in accordance with the ICE Trade Vault Terms. In accordance with the foregoing, Participant will not provide access to the System, the ICE SDR Service or the ICE Trade Vault Information to any third party unless such third party is an affiliate of Participant or an ICE Trade Vault approved Authorized Agent as provided in Section 4 below. Participant agrees that it will not copy, modify, reverse engineer, reverse assemble or reverse compile the System, the ICE SDR Service or any of the ICE Trade Vault Information displayed on the System; and that it will not distribute, rent, sell, retransmit, redistribute, release or license the System, the ICE SDR Service or any ICE Trade Vault Information, 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). Participant further agrees that it will not, without limitation (other than for its own internal use in accordance with this ICE Trade Vault Agreement), communicate, redistribute, or otherwise furnish, or permit to be communicated, redistributed or otherwise furnished, all or any portion of the ICE Trade Vault Information, in any format, to any

third party or in constructing or calculating the value of any index or indexed products. Participant will use its best efforts to ensure that its partners, officers, directors, employees and agents maintain sole control and possession of, and sole access to, ICE Trade Vault Information obtained through Participant's access to the System. 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 Participant, 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. It is further understood and agreed that use of ICE SDR Service Data is subject to restrictions detailed in the ICE Trade Vault SDR Rulebook and Applicable Law. For purposes of this Agreement, "Applicable Law" means all applicable governmental laws, rules and regulations, judicial orders and decisions, and the rules, regulations, interpretations and protocols of any applicable self-regulatory organization, as amended from time to time.

- b) Participant will comply with the ICE Trade Vault Terms and Applicable Law in connection with Participant's access to and use of the System, the ICE SDR Service and the ICE Trade Vault Information.
- c) Participant acknowledges and accepts that it shall be solely responsible for any and all costs or expenses associated with its accessing and utilizing the ICE Trade Vault Platform.
- d) Participant acknowledges that ICE Trade Vault may, in its sole discretion, with or without cause or prior notice to Participant but subject to compliance with Applicable Law, temporarily or permanently cease to make ICE Trade Vault Information available or suspend, terminate or restrict Participant's access to and utilization of the ICE Trade Vault Platform. Participant 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 maintaining the functional and operational integrity of the System and for purposes of complying with Applicable Law) and not for the benefit of Participant. The ICE Trade Vault SDR Rulebook may set forth additional terms and conditions under which ICE Trade Vault may temporarily or permanently suspend the respective ICE SDR Service.
- e) Participant 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 Participant in accordance with its terms. Neither the execution of nor performance under this ICE Trade Vault Agreement by Participant violates any law, rule, regulation or order, or any agreement, document or instrument, binding on or applicable to Participant.
- f) Participant agrees to provide ICE Trade Vault with information related to Participant's use of the System and the ICE SDR Service that are reasonably requested by ICE Trade Vault, if such information is reasonably necessary in order to enable ICE Trade Vault to assess the identity of persons or entities accessing the System and the ICE SDR Service through Participant's Passwords (as defined in Section 4), 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. Should Participant refuse to provide information, or if the information demonstrates a potential violation of the terms and conditions of this ICE Trade Vault Agreement, then ICE Trade Vault shall have the right, upon five (5) days' notice, to conduct an on-site audit during regular business hours of Participant's compliance with this ICE Trade Vault Agreement. ICE Trade Vault may inspect, among other things, any use of the System, the ICE SDR Service and the ICE Trade Vault Information. ICE Trade Vault's right of inspection shall extend only so far as may be necessary to ensure compliance by Participant with the provisions of this ICE Trade Vault Agreement.
- g) Participant 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"). Participant will: (i) comply with all legal requirements established under the Controls; (ii) cooperate fully with ICE 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. Participant further represents and warrants that as of the date of this Agreement, (x) neither Participant, Participant'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) S Participant is not 50% or more owned or controlled, directly or indirectly, by any person or entity that is the subject of any OFAC sanctions. For so long as this Agreement is in effect, Participant will notify ICE 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 reserves the right to immediately terminate this Agreement to the extent that Participant's access to or use of the Services would violate the Controls.

- h) Participant acknowledges and agrees that all fees and other charges incurred by Participant under this ICE Trade Vault Agreement in any calendar month shall be invoiced by ICE Trade Vault to Participant based on the Schedules, as amended from time to time. If Participant elects via the System to pay certain fees and charges on behalf of another firm, Participant 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 make an invoice available to Participant within the ICE Trade Vault System that states the amount owed by Participant, 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. A Participant has 30 days from the date of invoice to reconcile and dispute any charges, after which the Participant will be deemed to have accepted all charges as correct.
- i) Participant acknowledges that Participant 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.
- j) Participant acknowledges that excessive levels of messages and queries submitted via the ICE Trade Vault API by Participant 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 Participant's access to the ICE SDR Service and the System pursuant to this Section 3(j). Following any suspension, ICE Trade Vault will notify Participant of the remedial actions necessary in order to reinstate Participant's access to the ICE SDR Service.
- k) Participant represents that any ICE SDR Service Data submitted by Participant or on its behalf is accurate and complete in all material respects and compliant with Applicable Law and agrees to comply with its obligations under Applicable Law to verify ICE SDR Service Data submitted to the ICE SDR Service on its behalf. Participant further agrees that it will report any errors or omissions in respect of 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.

4) **USER IDs AND PASSWORDS.**

- a) ICE Trade Vault may, in its sole and absolute discretion, issue to Participant, through its employees designated as its administrator(s) with respect to Participant's use of the System ("Participant User Administrator"), one or more user IDs and passwords (collectively, the "Passwords") for access to the system via the user interface (UI) only for use exclusively by employees or ICE Trade Vault-approved third party agents ("Authorized Agents") of Participant or a Participant affiliate that are properly authorized to access the ICE SDR Service on behalf of Participant. The initial Participant User Administrator(s) for the ICE SDR Service are identified at the end of this ICE Trade Vault Agreement and Participant will notify ICE Trade Vault promptly of any change in its Participant User Administrator(s).

- b) ICE Trade Vault may, in its sole and absolute discretion, issue to Participants, one or more user IDs and passwords to access the ICE Trade Vault Application Program Interfaces (API) for use exclusively by employees or ICE Trade Vault -approved Authorized Agents of Participant or a Participant affiliate that are properly authorized to use the ICE SDR Service on behalf of Participant.
 - c) Participant will be solely responsible for controlling and monitoring the use of the Passwords, will provide the Passwords only to its Authorized Agents, and will not provide the Passwords to any third party other than an Authorized Agent. Participant 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. Participant 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), whether or not such actions were authorized.
 - d) The Participant User Administrator shall be responsible for all communications between ICE Trade Vault and Participant and any notices or other communications sent to the Participant User Administrator by ICE Trade Vault shall be binding on Participant.
 - e) Upon issuance of Passwords to Participant, ICE Trade Vault may include the Participant's name among any list of participants in promotional materials relating to the ICE SDR Service. Any use of the trademark, trade name or logo of Participant by ICE Trade Vault in a press release or other promotional material will require the prior written consent of Participant.
- 4) **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, provided that this ICE Trade Vault Agreement shall remain in effect with respect to any ICE SDR Service Data submitted prior to such termination. Termination of this ICE Trade Vault Agreement shall terminate the ICE SDR Service provided by ICE Trade Vault to Participant. 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.
- 5) **LIMITATION OF LIABILITY; INDEMNITY.**
- a) PARTICIPANT ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT ICE TRADE VAULT MAKES NO WARRANTY WHATSOEVER TO PARTICIPANT AS TO THE SYSTEM, OR THE ICE SDR SERVICE, EXPRESS OR IMPLIED, AND THAT THE SYSTEM, AND ICE SDR SERVICE ARE PROVIDED ON AN "AS IS" BASIS AT PARTICIPANT'S SOLE RISK. ICE TRADE VAULT EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER ICE 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 PARTICIPANT (i) FOR THE ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY, PERFORMANCE OR CONTINUED AVAILABILITY OF THE SYSTEM OR THE ICE SDR SERVICE OR (ii) FOR DELAYS, OMISSIONS OR INTERRUPTIONS THEREIN. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE ICE SDR SERVICE DOES NOT AND SHALL NOT SERVE AS THE PRIMARY BASIS FOR ANY DECISIONS MADE BY PARTICIPANT AND THAT ICE TRADE VAULT IS NOT AN ADVISOR OR FIDUCIARY OF PARTICIPANT.
 - b) Subject to Section 6(c) of this ICE Trade Vault Agreement, Participant 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, and costs (including attorneys' fees) resulting from or arising out of any act or omission by any person obtaining access to the ICE Trade Vault Platform through the Passwords (other than through the fault or negligence of ICE Trade Vault), whether or not Participant has authorized such access.

- c) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- d) Notwithstanding the terms of Section 6(a), in the event that ICE Trade Vault is determined to be liable to Participant for any cause, Participant expressly agrees that in entering into this ICE Trade Vault Agreement, ICE Trade Vault's aggregate liability, for all causes of action, will not exceed the total fees and other amounts (excluding any applicable taxes or duties) paid to ICE Trade Vault by Participant in the previous six months from the date of the occurrence of the liability.

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 System or 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 Information, 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 its employees, its affiliates and their employees or its agents) or to use such information for any purpose whatsoever other than as contemplated 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 in accordance with this Section 7.
 - 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, or pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction; or (v) is disclosed in connection with any regulatory or self-regulatory request for information.
 - c) In the event that ICE Trade Vault receives a subpoena, data request, or order of court in any private-party litigation requesting confidential information of Participant, ICE Trade Vault will promptly notify Participant of such requirement or request to the extent it is legally permitted to do so. ICE Trade Vault will make reasonable commercial efforts to cooperate with Participant to enable Participant to narrow the scope of the required or requested disclosures or to seek a protective order or other similar relief. If requested by Participant, ICE Trade Vault will formally request that any governmental entity treat the information provided as confidential, to the extent it is not already treated as such, pursuant to the U.S. Freedom of Information Act or pursuant to an equivalent or comparable law or regulation, if applicable.
 - d) Any access to ICE Trade Vault Information provided by ICE Trade Vault to a corporate affiliate, whether pursuant to a license or otherwise, shall be allowed solely for the purposes set forth in the ICE Trade Vault Terms and only with the affiliate's agreement to and compliance with ICE Trade Vault's obligations with respect to ICE Trade Vault Information under the ICE Trade Vault Terms, except to the extent otherwise agreed directly between Participant 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.** Except as otherwise expressly provided in this ICE Trade Vault Agreement, 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 or imposing any obligations on ICE Trade Vault or Participant to persons not a party to this ICE Trade Vault Agreement.

- 10) **FORCE MAJEURE.** Neither ICE Trade Vault nor Participant shall be deemed to be in default 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 default 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 default, whether of a like or different character.
- 12) **ASSIGNMENT.** 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) Participant may assign this ICE Trade Vault Agreement to any entity (i) controlling, controlled by, or under common control with Participant, or (ii) which succeeds to all or substantially all of the assets and business of Participant, provided that, in the case of any such assignment by Participant, 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 Annex, 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 Annex, 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 Participant and does not apply to any disputes arising between participants or any other disputes between parties other than ICE Trade Vault and the Participant. 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) **ADDITIONAL TERMS FOR EU PARTICIPANTS.** Where the Participant or one of more of its affiliates is incorporated in any member state of the European Economic Area, the additional terms available at https://www.theice.com/publicdocs/AdditionalTerms_EUSubscribers.pdf (the "Additional Terms") shall be incorporated into and form part of the Agreement under which ICE Trade Vault provides the Services to Participant, and, in the event of conflict with any other terms of the Agreement, these Additional Terms shall prevail.
- 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.

Date: _____, 20__

[Insert Participant's Full Legal Company Name Below]

ICE Trade Vault, LLC

5660 New Northside Dr. NW 3rd Floor
Atlanta, Georgia 30328, USA

Address: _____

Signature: _____

Name: Trabue Bland

Title: President

Signature: _____

Name: _____

Title: _____

Participant User Administrator for ICE Trade Vault:

(Required to gain access to the ICE SDR Service)

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

ANNEX A – ICE SDR SERVICE

ICE Trade Vault offers the ICE SDR Service as a regulated service. The rules, terms, conditions and procedures applicable to the ICE SDR Service are set forth in the ICE Trade Vault SDR Rulebook available at www.icetradevault.com. Participant 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.

In accordance with CFTC regulation § 49.10, ICE Trade Vault will ensure that the recording process of the ICE SDR Service does not invalidate or modify the terms of a valid swap.

ANNEX B – ICE LINK[®] TRADE VAULT REPORTING CONNECTIVITY FOR CDS

The ICE Link[®] Trade Vault Reporting Connectivity, as further described in Section 1(a) below, is provided by Intercontinental Exchange Holdings, Inc. (“ICE”), an affiliate of ICE Trade Vault, independently of the ICE SDR Service, and will be provided to Participants who have (i) entered into a separate agreement with ICE governing Participant’s use of ICE’s post-transaction electronic processing functionality for credit derivative transactions known as ICE Link[®] (the “ICE Link[®] Agreement”), and (ii) executed this ICE Trade Vault Agreement, which includes this Annex B.

This Annex B (a) addresses Participant’s access to additional functionality available within ICE Link[®] for the purpose of submitting Participant’s ICE SDR Service Data to the ICE SDR Service, and (b) authorizes ICE to provide the Participant’s ICE SDR Service Data to ICE Trade Vault in connection with the ICE SDR Service. This Annex B supplements the ICE Trade Vault Agreement as well as the ICE Link[®] Agreement by setting forth the terms governing Participant’s use of and access to the ICE Link[®] Trade Vault Reporting Connectivity. Unless amended in this Annex B, all terms and conditions contained in the ICE Link[®] Agreement shall remain in effect.

Defined terms used herein but not otherwise defined herein shall have the same meaning set forth elsewhere in this ICE Trade Vault Agreement. In the event of a conflict between this ICE Trade Vault Agreement and the ICE Link[®] Agreement, with respect to Participant’s use of and access to the ICE Link[®] Trade Vault Reporting Connectivity only, the terms and conditions of this ICE Trade Vault Agreement shall prevail.

1. ICE’S PROVISION OF TRADE VAULT REPORTING CONNECTIVITY

a. ICE Link[®] Trade Vault Reporting Connectivity Definition. “ICE Link[®] Trade Vault Reporting Connectivity” means ICE’s proprietary connectivity and electronic messaging system that provides two-way communication of ICE SDR Service Data in respect of certain credit default swaps (“CDS”) to ICE Trade Vault for the purpose of meeting a Participant’s regulatory reporting obligations as required under Applicable Law. The term “ICE Link[®] Trade Vault Reporting Connectivity” includes all written documentation and specifications provided to Participant related thereto.

b. Subject to Participant’s compliance with the terms of the (i) ICE Trade Vault Agreement (including this Annex B), as it relates to the use of the ICE SDR Service, and (ii) ICE Link[®] Agreement, as it relates to Participant’s use and access to ICE Link[®], Participant may access and use the ICE Link[®] Trade Vault Reporting Connectivity functionality in order to submit ICE SDR Service Data to the ICE SDR Service. Participant may use the ICE Link[®] Trade Vault Reporting Connectivity solely in connection with the ICE SDR Service.

2. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNITY

a. PARTICIPANT ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT NEITHER ICE NOR ICE TRADE VAULT MAKES ANY WARRANTY WHATSOEVER TO PARTICIPANT AS TO THE ICE LINK[®] TRADE VAULT REPORTING CONNECTIVITY, EXPRESS OR IMPLIED, AND THAT THE ICE LINK[®] TRADE VAULT REPORTING CONNECTIVITY IS PROVIDED ON AN “AS IS” BASIS AT PARTICIPANT’S SOLE RISK. BOTH ICE AND ICE TRADE VAULT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ICE, ICE TRADE VAULT AND THEIR RESPECTIVE MANAGERS, OFFICERS, AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, EMPLOYEES OR AGENTS MAKE NO WARRANTY WITH RESPECT TO, AND NO SUCH PARTY SHALL HAVE ANY LIABILITY TO PARTICIPANT FOR, (i) THE ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY, PERFORMANCE OR CONTINUED AVAILABILITY OF THE ICE LINK[®] TRADE VAULT REPORTING CONNECTIVITY, OR (ii) DELAYS, OMISSIONS OR INTERRUPTIONS THEREIN. ICE SHALL HAVE NO DUTY OR OBLIGATION TO VERIFY ANY INFORMATION SUBMITTED TO OR DISPLAYED VIA THE ICE SDR SERVICE. PARTICIPANT ACKNOWLEDGES AND AGREES THAT ICE IS NOT AN ADVISOR OR FIDUCIARY OF PARTICIPANT. WITHOUT LIMITATION OF THE

FOREGOING, PARTICIPANT ACKNOWLEDGES, AGREES AND ACCEPTS THAT ICE SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY MATTERS RELATED TO PARTICIPANT'S RELATIONSHIP OR DEALINGS WITH ICE TRADE VAULT, INCLUDING BUT NOT LIMITED TO THE ACCURACY OF ANY INFORMATION SUBMITTED BY ICE ON THE PARTICIPANT'S BEHALF TO ICE TRADE VAULT IN CONNECTION WITH PARTICIPANT'S USE OF THE ICE SDR SERVICE, ALL OF WHICH SHALL BE THE SOLE RESPONSIBILITY OF PARTICIPANT.

- b. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ICE NOR ICE TRADE VAULT SHALL BE RESPONSIBLE OR LIABLE FOR ANY 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), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR OTHER LEGAL THEORY, HOWSOEVER CAUSED, ARISING OUT OF OR RELATING IN ANY WAY TO ICE LINK[®] TRADE VAULT REPORTING CONNECTIVITY AND/OR PARTICIPANT'S USE OF, OR INABILITY TO USE, OR RELIANCE ON, THE ICE LINK[®] TRADE VAULT REPORTING CONNECTIVITY.
- c. With respect to Participant's use of the ICE Link[®] Trade Vault Reporting Connectivity, Participant agrees that it shall indemnify, protect, and hold harmless ICE, its directors, officers, affiliates, employees and agents, from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, or costs (including attorneys' fees) resulting from or arising out of any act or omission by any person obtaining access to the ICE Link[®] Trade Vault Reporting Connectivity (other than through the fault or negligence of ICE), whether or not Participant has authorized such access.
- d. Participant acknowledges and agrees that any and all information submitted by Participant to ICE Trade Vault utilizing the ICE Link[®] Trade Vault Reporting Connectivity may be disclosed to applicable regulators or other entities, including but not limited to relevant derivatives clearing organizations, as reasonably necessary to satisfy applicable regulatory reporting obligations.
- e. Notwithstanding the terms of Section 2(a), in no event shall ICE's aggregate liability to the Participant or any other person or entity for damages under any provision of this Annex B, and regardless of the form of action, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed ten thousand dollars (\$10,000). The foregoing limitations shall apply even if the Participant's remedies under this Annex B fail of their essential purpose.

3. **TERMINATION.**

Termination of this ICE Trade Vault Agreement shall automatically terminate Participant's access to the ICE Link[®] Trade Vault Reporting Connectivity.

5. **DISPUTE RESOLUTION.** Any dispute, claim or controversy between the parties relating to or in connection with ICE's provision of, and Participant's use of and access to, the ICE Link[®] Trade Vault Reporting Connectivity 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. This arbitration clause only applies to ICE and the Participant solely with respect to the ICE Link[®] Trade Vault Reporting Connectivity and does not apply to any disputes arising between a Participant and ICE Trade Vault, which shall be resolved in accordance with Section 14 of the ICE Trade Vault Agreement, or any other disputes between parties other than ICE and the Participant. Notwithstanding the foregoing, each party acknowledges that a breach of the terms of this Annex B 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

Participant 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.

6. **ICE AS THIRD PARTY BENEFICIARY.** Participant acknowledges and agrees that ICE is a third party beneficiary of the terms of this Annex B.

ANNEX C- ICE eCONFIRM® TRADE VAULT REPORTING CONNECTIVITY

The ICE eConfirm Trade Vault Reporting Connectivity, as further described in Section 1(a) below, is provided by Intercontinental Exchange Holdings, Inc. (“ICE”), an affiliate of ICE Trade Vault, independently of the ICE SDR Service, and will be provided to Participants who have (i) entered into a separate agreement with ICE Trade Vault governing Participant’s use of ICE Trade Vault’s electronic platform for the matching of previously executed trades with other participants, and the matching of Trade data with a third party responsible for arranging the Trade, collectively known as the ICE eConfirm Service (the “ICE eConfirm Agreement”), and (ii) executed this ICE Trade Vault Agreement, which includes this Annex C.

This Annex C (a) addresses Participant’s access to additional functionality available within the ICE eConfirm Service for the purpose of submitting Participant’s ICE eConfirm Service Data to the ICE SDR Service, and (b) authorizes ICE to provide the Participant’s ICE eConfirm Service Data to ICE Trade Vault in connection with the ICE SDR Service. This Annex E supplements the ICE Trade Vault Agreement as well as the ICE eConfirm Agreement by setting forth the terms governing Participant’s use of and access to the ICE eConfirm Trade Vault Reporting Connectivity. Unless amended in this Annex C, all terms and conditions contained in the ICE eConfirm Agreement shall remain in effect.

Defined terms used herein but not otherwise defined herein shall have the same meaning set forth elsewhere in this ICE Trade Vault Agreement. In the event of a conflict between this ICE Trade Vault Agreement and the ICE eConfirm Agreement, with respect to Participant’s use of and access to the ICE eConfirm Trade Vault Reporting Connectivity only, the terms and conditions of this ICE Trade Vault Agreement shall prevail.

1. ICE’S PROVISION OF TRADE VAULT REPORTING CONNECTIVITY

a. ICE eConfirm Trade Vault Reporting Connectivity Definition. “ICE eConfirm Trade Vault Reporting Connectivity” means ICE’s proprietary connectivity and electronic messaging system that provides two-way communication of ICE eConfirm Service Data in respect of certain trade data to ICE Trade Vault for the purpose of meeting a Participant’s regulatory reporting obligations as required under Applicable Law. The term “ICE eConfirm Trade Vault Reporting Connectivity” includes all written documentation and specifications provided to Participant related thereto.

b. Subject to Participant’s compliance with the terms of the (i) ICE Trade Vault Agreement (including this Annex C), as it relates to the use of the ICE SDR Service, and (ii) ICE eConfirm Agreement, as it relates to Participant’s use and access to the ICE eConfirm Service, Participant may access and use the ICE eConfirm Trade Vault Reporting Connectivity functionality in order to submit ICE eConfirm Service Data to the ICE SDR Service. Participant may use the ICE eConfirm Trade Vault Reporting Connectivity solely in connection with the ICE SDR Service.

2. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNITY

a. PARTICIPANT ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT NEITHER ICE NOR ICE TRADE VAULT MAKES ANY WARRANTY WHATSOEVER TO PARTICIPANT AS TO THE ICE eCONFIRM TRADE VAULT REPORTING CONNECTIVITY, EXPRESS OR IMPLIED, AND THAT THE ICE eCONFIRM TRADE VAULT REPORTING CONNECTIVITY IS PROVIDED ON AN “AS IS” BASIS AT PARTICIPANT’S SOLE RISK. BOTH ICE AND ICE TRADE VAULT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ICE, ICE TRADE VAULT AND THEIR RESPECTIVE MANAGERS, OFFICERS, AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, EMPLOYEES OR AGENTS MAKE NO WARRANTY WITH RESPECT TO, AND NO SUCH PARTY SHALL HAVE ANY LIABILITY TO PARTICIPANT FOR, (i) THE ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY, PERFORMANCE OR CONTINUED AVAILABILITY OF THE ICE eCONFIRM TRADE VAULT REPORTING CONNECTIVITY, OR (ii) DELAYS, OMISSIONS OR INTERRUPTIONS THEREIN. ICE SHALL HAVE NO DUTY OR OBLIGATION TO VERIFY ANY INFORMATION SUBMITTED TO OR DISPLAYED VIA THE ICE SDR SERVICE. PARTICIPANT ACKNOWLEDGES AND AGREES THAT ICE IS NOT AN ADVISOR OR FIDUCIARY OF PARTICIPANT. WITHOUT

LIMITATION OF THE FOREGOING, PARTICIPANT ACKNOWLEDGES, AGREES AND ACCEPTS THAT ICE SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY MATTERS RELATED TO PARTICIPANT'S RELATIONSHIP OR DEALINGS WITH ICE TRADE VAULT, INCLUDING BUT NOT LIMITED TO THE ACCURACY OF ANY INFORMATION SUBMITTED BY ICE ON THE PARTICIPANT'S BEHALF TO ICE TRADE VAULT IN CONNECTION WITH PARTICIPANT'S USE OF THE ICE SDR SERVICE, ALL OF WHICH SHALL BE THE SOLE RESPONSIBILITY OF PARTICIPANT.

- b. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ICE NOR ICE TRADE VAULT SHALL BE RESPONSIBLE OR LIABLE FOR ANY 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), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR OTHER LEGAL THEORY, HOWSOEVER CAUSED, ARISING OUT OF OR RELATING IN ANY WAY TO ICE eCONFIRM TRADE VAULT REPORTING CONNECTIVITY AND/OR PARTICIPANT'S USE OF, OR INABILITY TO USE, OR RELIANCE ON, THE ICE eCONFIRM TRADE VAULT REPORTING CONNECTIVITY.
- c. With respect to Participant's use of the ICE eConfirm Trade Vault Reporting Connectivity, Participant agrees that it shall indemnify, protect, and hold harmless ICE, its directors, officers, affiliates, employees and agents, from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, or costs (including attorneys' fees) resulting from or arising out of any act or omission by any person obtaining access to the ICE eConfirm Trade Vault Reporting Connectivity (other than through the fault or negligence of ICE), whether or not Participant has authorized such access.
- d. Participant acknowledges and agrees that any and all information submitted by Participant to ICE Trade Vault utilizing the ICE eConfirm Trade Vault Reporting Connectivity may be disclosed to applicable regulators or other entities, including but not limited to relevant derivatives clearing organizations, as reasonably necessary to satisfy applicable regulatory reporting obligations.
- e. Notwithstanding the terms of Section 2(a), in no event shall ICE's aggregate liability to the Participant or any other person or entity for damages under any provision of this Annex C, and regardless of the form of action, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed ten thousand dollars (\$10,000). The foregoing limitations shall apply even if the Participant's remedies under this Annex C fail of their essential purpose.

3. **TERMINATION.**

Termination of this ICE Trade Vault Agreement shall automatically terminate Participant's access to the ICE eConfirm Trade Vault Reporting Connectivity.

5. **DISPUTE RESOLUTION.** Any dispute, claim or controversy between the parties relating to or in connection with ICE's provision of, and Participant's use of and access to, the ICE eConfirm Trade Vault Reporting Connectivity 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. This arbitration clause only applies to ICE and the Participant solely with respect to the ICE eConfirm Trade Vault Reporting Connectivity and does not apply to any disputes arising between a Participant and ICE Trade Vault, which shall be resolved in accordance with Section 14 of the ICE Trade Vault Agreement, or any other disputes between parties other than ICE and the Participant. Notwithstanding the foregoing, each party acknowledges that a breach of the terms of this Annex C 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 Participant 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.

6. **ICE AS THIRD PARTY BENEFICIARY.** Participant acknowledges and agrees that ICE is a third party beneficiary of the terms of this Annex C.

**ANNEX D – ADDITIONAL TERMS TO THE ICE TRADE VAULT
PARTICIPANT AGREEMENT FOR INVESTMENT MANAGERS**

If Participant is an investment manager acting on behalf of one or more counterparties to a swap that is reported to ICE Trade Vault to satisfy an obligation under Applicable CFTC Regulations (as defined in the ICE Trade Vault SDR Rulebook), the following terms shall supplement, amend and be incorporated into and form part of the ICE Trade Vault Agreement and, in the event of conflict with any other terms of the ICE Trade Vault Agreement, shall prevail over such terms.

INVESTMENT MANAGER TERMS

This Annex shall amend and supplement the ICE Trade Vault Agreement with respect to Investment Managers as Participants, as follows:

1. **First paragraph.** The first paragraph to the ICE Trade Vault Agreement shall be amended by adding the following before the last sentence:

“Participant is the investment manager (the “Investment Manager”) for each of the entities listed in Exhibit 1 to this Annex D hereto (as amended from time to time pursuant to Section 3(m) below), each of which is a “Client” of the Investment Manager.”
2. **Section 3. Participant’s Representations, Warranties and Covenants.** The following paragraphs shall be added as sections 3(l) and 3(m) of the ICE Trade Vault Agreement:
 - “(l) Participant has been duly granted authority or a power of attorney (or both) enabling it to act on each Client’s behalf pursuant to this ICE Trade Vault Agreement, and Participant has full power and legal authority, on each Client’s behalf and for each Client’s account, to use the ICE SDR Service.
 - (m) Exhibit 1 to this Annex D contains a list of the Clients for which Participant will be using the ICE SDR Service. Exhibit 1 includes each Client’s full legal name, Legal Entity Identifier (as defined in the ICE Trade Vault SDR Rulebook) and account number. Participant will promptly update or modify the information contained in Exhibit 1 from time to time as necessary so that the information contained in Exhibit 1 remains current by delivering to ICE Trade Vault at TradeVaultSupport@theice.com a revised version of Exhibit 1 that includes all information required by this Section 3(m). The representations and warranties contained in Section 3(l) above shall be deemed repeated by Participant on each date on which Participant delivers a revised Exhibit 1 to ICE Trade Vault.”
3. **Section 6. Limitation of Liability.** Section 6(b) shall be amended by adding the following before the period at the end thereof:

“, and (ii) any act or omission by Participant that is outside the scope of the authority granted by a Client”
4. **[Reserved]**
5. **[Reserved]**
6. **[Reserved]**

[Remainder of the page intentionally left blank; signature page follows]

In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties below covenant and agree to the terms set out in the ICE Trade Vault Agreement as supplemented and amended by this Annex D.

Date: _____, 20_____

[Insert Participant's Full Legal Company Name Below]

ICE Trade Vault, LLC

5660 New Northside Drive NW, 3rd Floor
Atlanta, Georgia 30328, USA

Address: _____

Signature: _____

Name: Trabue Bland

Title: President

Signature: _____

Name: _____

Title: _____

Participant User Administrator for ICE Trade Vault:

(Required to gain access to the ICE SDR Service)

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

EXHIBIT 1 TO ANNEX D
LIST OF INVESTMENT MANAGER'S CLIENTS

FULL LEGAL NAME OF CLIENT	LEGAL ENTITY IDENTIFIER	ACCOUNT NUMBER

**ANNEX E - CANADA SUPPLEMENT
TO THE ICE TRADE VAULT PARTICIPANT AGREEMENT**

THIS CANADA SUPPLEMENT WILL ONLY APPLY TO PARTICIPANTS THAT HAVE EXECUTED THIS ANNEX E – CANADIAN SUPPLEMENT TO THE ICE TRADE VAULT PARTICIPANT AGREEMENT WITH ICE TRADE VAULT, LLC.

This Canada Supplement (the “**Supplement**”), shall, effective as of the date below, amend, supplement and form part of the ICE Trade Vault Participant Agreement (the “**ICE Trade Vault Agreement**”) between the participant identified below (the “**Participant**”) and ICE Trade Vault, LLC (“**ICE Trade Vault**”).

I. SCOPE

The terms of this Supplement shall apply solely with respect to ICE Trade Vault’s operations in the Provinces (as defined below) and in respect of data for Derivatives Transactions (as defined below) reported under Applicable Provincial Rules and Policies (as defined below) (the “**Canadian Services**”). Notwithstanding anything to the contrary in the ICE Trade Vault Agreement, in the event of any inconsistency between the terms of the ICE Trade Vault Agreement and the terms of this Supplement, this Supplement shall prevail, but solely with respect to the Canadian Services.

Unless otherwise specified in this Supplement, all capitalized terms used herein shall have the meanings assigned in the ICE Trade Vault Agreement.

II. PURPOSE

ICE Trade Vault has been designated or recognized as a trade repository in each province (collectively, the “**PROVINCES**” AND EACH A “**PROVINCE**”) identified in the Canada Annex of the Canada Rulebook (as defined below). This Supplement sets out the terms on which ICE Trade Vault has agreed to provide the Participant with access to the ICE Trade Vault Platform for purposes of reporting Derivatives Transaction data as required under Applicable Provincial Rules and Policies.

III. CANADA SUPPLEMENT TERMS

This Supplement shall amend and supplement the ICE Trade Vault Agreement with respect to the Canadian Services, as follows:

1. Definitions.

Whenever used in the ICE Trade Vault Agreement, including this Supplement, the following terms shall have the following meanings:

“**Act**” means the provincial legislation pursuant to which the relevant Applicable Provincial Rules and Policies are promulgated.

“**Applicable Provincial Rules and Policies**” means rules and policies promulgated by a Province that are applicable to the ICE TR Service.

“**Commission**” means an independent entity of a Province that is responsible for regulating Derivative Transactions in the Province.

“**Derivative Transaction**” means a derivatives contract or instrument as defined in the relevant Act or Applicable Provincial Rules and Policies and that is not excluded from the definition by reason of any other rule or order of a Commission.

“**ICE TR Service**” means the collection, storage and regulatory reporting of Derivatives Transaction data by ICE Trade Vault, in respect of Derivatives Transactions of the asset class or classes ICE Trade Vault is approved to offer by a Commission. The term “ICE TR Service” shall replace the term “ICE SDR Service” wherever used in the ICE Trade Vault Agreement.

“**Canada Rulebook**” means the ICE Trade Vault SDR Rulebook (as that term is defined in the ICE Trade Vault Agreement), including the Canada Annex but not including any other jurisdictional annex, and as may be amended from time to time. The term “Canada Rulebook”

shall replace the term “ICE Trade Vault SDR Rulebook” wherever used in the ICE Trade Vault Agreement.

2. **Additional Terms.**

Terms of Access. Section 2(i) of the ICE Trade Vault Agreement is deleted in its entirety and replaced with the following:

(i) the Canadian Service and Pricing Schedules (the “Schedules”) available on ICE Trade Vault’s website at www.icetradevault.com

Participant’s Representations, Warranties and Covenants. The following paragraph is added as section 3(l) of the ICE Trade Vault Agreement:

(l) that the Participant shall (i) comply with, and represents and warrants that it has complied with all applicable data protection legislation and regulations (the “Data Protection Laws”) in relation to the use of the System and access to the ICE SDR Service by Participant and its Authorized Agents; (ii) not, by any act or omission, put ICE Trade Vault or any of its affiliates or subsidiaries in breach of any of the Data Protection Laws; and (iii) do and execute, or arrange to be done and executed, each act, document and thing necessary or desirable in order to comply with this Section 3(l).

Governing Law. Section 13 of the ICE Trade Vault Agreement is amended by deleting the first sentence below and replacing it with the second sentence below:

“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.”

“ICE Trade Vault’s ICE TR Service is subject to regulation as a designated/recognized trade repository in each of the Provinces.”

Language. The following paragraph is added as section 18 of the ICE Trade Vault Agreement:

LANGUAGE. The parties acknowledge that they have required that this ICE Trade Vault Agreement, the ICE Trade Vault Terms and all documents, notices, waivers, consents or other communications under or in connection with the ICE Trade Vault Agreement are to be prepared and executed in the English language only. Les parties aux présentes ont requis que la présente convention et tout document, avis, renonciation, consentement ou autre communication qui s’y rattache soient rédigés et signés en langue anglaise seulement et s’en déclarent satisfaites.

[signature page follows]

In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties below covenant and agree to the terms set out in this Supplement:

Date: _____, 20_____

PARTICIPANT:

[Insert Participant's Full Legal Company Name Below]

ICE Trade Vault, LLC

5660 New Northside Dr. NW 3rd Floor
Atlanta, Georgia 30328, USA

Address: _____

Signature: _____

Name: Trabue Bland

Title: President

Signature: _____

Name: _____

Title: _____

LEI: _____

Participant User Administrator for ICE Trade Vault:

(Required to gain access to the ICE TR Service)

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

ANNEX F – ADDITIONAL TERMS FOR THIRD PARTY REPORTERS

If Participant reports swaps on behalf of a trading platform (i.e., either a SEF or DCM, each as defined in the ICE Trade Vault SDR Rulebook) or one or more counterparties to a swap that is reported to ICE Trade Vault to satisfy an obligation under Applicable CFTC Regulations (as defined in the ICE Trade Vault SDR Rulebook), and is neither a counterparty nor an Investment Manager (as defined in Annex D) with respect to such swaps (such Participant, a “Third Party Reporter”), the following terms shall supplement, amend and be incorporated into and form part of the ICE Trade Vault Agreement and, in the event of conflict with any other terms of the ICE Trade Vault Agreement, shall prevail over such terms.

THIRD PARTY REPORTER TERMS

This Annex shall amend and supplement the ICE Trade Vault Agreement with respect to Third Party Reporters as Participants, as follows:

1. **First paragraph.** The first paragraph to the ICE Trade Vault Agreement shall be amended by adding the following before the last sentence:

“Participant is the Third Party Reporter for each of the entities listed in Exhibit 1 to this Annex F (as amended from time to time pursuant to Section 3(m) below), each of which is a “Client” of the Third Party Reporter.”

2. **Section 3. Participant’s Representations, Warranties and Covenants.** The following paragraphs shall be added as sections 3(l) and 3(m) of the ICE Trade Vault Agreement:

“(l) Participant has been duly granted authority enabling it to act on each Client’s behalf pursuant to this ICE Trade Vault Agreement, and Participant has full power and legal authority, on each Client’s behalf and for each Client’s account, to use the ICE SDR Service.

(m) Exhibit 1 contains a list of the Clients for which Participant will be using the ICE SDR Service. Exhibit 1 includes each Client’s full legal name and Legal Entity Identifier (as defined in the ICE Trade Vault SDR Rulebook). Participant will promptly update or modify the information contained in Exhibit 1 from time to time as necessary so that the information contained in Exhibit 1 remains current by delivering to ICE Trade Vault at TradeVaultSupport@theice.com a revised version of Exhibit 1 that includes all information required by this Section 3(m). The representations and warranties contained in Section 3(l) above shall be deemed repeated by Participant on each date on which Participant delivers a revised Exhibit 1 to ICE Trade Vault.”

3. **Section 6. Limitation of Liability.** Section 6(b) shall be amended by adding “(i)” between the words “of” and “any” in the fourth line thereof and by adding the following just before the period at the end thereof:

“; and (ii) any act or omission by Participant that is outside the scope of the authority granted by a Client”

In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties below covenant and agree to the terms set out in the ICE Trade Vault Agreement as supplemented and amended by this Annex F.

Date: _____, 20_____

[Insert Participant's Full Legal Company Name Below]

ICE Trade Vault, LLC

5660 New Northside Drive NW, 3rd Floor
Atlanta, Georgia 30328, USA

Address: _____

Signature: _____

Name:

Title:

Signature: _____

Name: _____

Title: _____

Participant User Administrator for ICE Trade Vault:

(Required to gain access to the ICE SDR Service)

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

EXHIBIT 1 TO ANNEX F

LIST OF THIRD PARTY REPORTER'S CLIENTS

FULL LEGAL NAME OF CLIENT	LEGAL ENTITY IDENTIFIER

ICE TRADE VAULT PARTICIPANT 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 swaps that have been approved by relevant governmental authorities for reporting to ICE Trade Vault (the “ICE SDR Service”), has agreed to provide the party identified below (“Participant”) with access to 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 ICE TRADE VAULT PLATFORM.** ICE Trade Vault hereby grants Participant a non-exclusive, non-transferable, revocable license to access the ICE Trade Vault Platform as it may exist from time to time and to utilize any hardware, software, systems and/or communications links furnished by ICE Trade Vault to Participant from time to time (collectively, the “System”) in accordance with the ICE Trade Vault Terms (as defined below), solely for the purpose of allowing Participant to use the ICE SDR Service in the form offered by ICE Trade Vault from time to time.
- 2) **TERMS OF ACCESS.** Participant’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, and (iii) any other applicable Annexes relating 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 posting amendments on ICE Trade Vault’s website at www.icetradevault.com and any such amendments will be prospectively binding on Participant, provided that ICE Trade Vault will provide at least two weeks’ prior notice, through electronic or other direct communication with Participant, of any such amendments that are likely to materially and adversely affect Participant or its rights or obligations hereunder. Participant’s use of the ICE Trade Vault Platform after the effective date of any such amendment shall constitute its ratification of and agreement to any such amendment. If ICE Trade Vault elects to require Participant to acknowledge and agree to an amendment, such amendment will not become effective until Participant has done so in the manner specified by ICE Trade Vault.
- 3) **PARTICIPANT’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Participant hereby represents, warrants and covenants as follows:
 - a) The ICE SDR Service, the System and ICE Trade Vault Information (as defined below) are the exclusive proprietary property of ICE Trade Vault constituting trade secrets. For purposes of this Agreement, “ICE Trade Vault Information” means all information and content displayed or distributed on the System or as part of the ICE SDR Service or derived therefrom, but for purposes of this Section 3(a) excludes data submitted to the ICE SDR Service by Participant or on Participant’s behalf (“ICE SDR Service Data”). Participant has been granted a limited license to use the System, the ICE SDR Service and the ICE Trade Vault Information solely for the purposes set forth herein and Participant will have no other rights with respect to the System, the ICE SDR Service or the ICE Trade Vault Information. Without limitation of the foregoing, Participant will access and utilize the System, the ICE SDR Service and the ICE Trade Vault Information solely for its own internal business activities in accordance with the ICE Trade Vault Terms. In accordance with the foregoing, Participant will not provide access to the System, the ICE SDR Service or the ICE Trade Vault Information to any third party unless such third party is an affiliate of Participant or an ICE Trade Vault approved Authorized Agent as provided in Section 4 below. Participant agrees that it will not copy, modify, reverse engineer, reverse assemble or reverse compile the System, the ICE SDR Service or any of the ICE Trade Vault Information displayed on the System; and that it will not distribute, rent, sell, retransmit, redistribute, release or license the System, the ICE SDR Service or any ICE Trade Vault Information, 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). Participant further agrees that it will not, without limitation (other than for its own internal use in accordance with this ICE Trade Vault Agreement), communicate, redistribute, or otherwise furnish, or permit to be communicated, redistributed or otherwise furnished, all or any portion of the ICE Trade Vault Information, in any format, to any

third party or in constructing or calculating the value of any index or indexed products. Participant will use its best efforts to ensure that its partners, officers, directors, employees and agents maintain sole control and possession of, and sole access to, ICE Trade Vault Information obtained through Participant's access to the System. 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 Participant, 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. It is further understood and agreed that use of ICE SDR Service Data is subject to restrictions detailed in the ICE Trade Vault SDR Rulebook and Applicable Law. For purposes of this Agreement, "Applicable Law" means all applicable governmental laws, rules and regulations, judicial orders and decisions, and the rules, regulations, interpretations and protocols of any applicable self-regulatory organization, as amended from time to time.

- b) Participant will comply with the ICE Trade Vault Terms and Applicable Law in connection with Participant's access to and use of the System, the ICE SDR Service and the ICE Trade Vault Information.
- c) Participant acknowledges and accepts that it shall be solely responsible for any and all costs or expenses associated with its accessing and utilizing the ICE Trade Vault Platform.
- d) Participant acknowledges that ICE Trade Vault may, in its sole discretion, with or without cause or prior notice to Participant but subject to compliance with Applicable Law, temporarily or permanently cease to make ICE Trade Vault Information available or suspend, terminate or restrict Participant's access to and utilization of the ICE Trade Vault Platform. Participant 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 maintaining the functional and operational integrity of the System and for purposes of complying with Applicable Law) and not for the benefit of Participant. The ICE Trade Vault SDR Rulebook may set forth additional terms and conditions under which ICE Trade Vault may temporarily or permanently suspend the respective ICE SDR Service.
- e) Participant 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 Participant in accordance with its terms. Neither the execution of nor performance under this ICE Trade Vault Agreement by Participant violates any law, rule, regulation or order, or any agreement, document or instrument, binding on or applicable to Participant.
- f) Participant agrees to provide ICE Trade Vault with information related to Participant's use of the System and the ICE SDR Service that are reasonably requested by ICE Trade Vault, if such information is reasonably necessary in order to enable ICE Trade Vault to assess the identity of persons or entities accessing the System and the ICE SDR Service through Participant's Passwords (as defined in Section 4), 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. Should Participant refuse to provide information, or if the information demonstrates a potential violation of the terms and conditions of this ICE Trade Vault Agreement, then ICE Trade Vault shall have the right, upon five (5) days' notice, to conduct an on-site audit during regular business hours of Participant's compliance with this ICE Trade Vault Agreement. ICE Trade Vault may inspect, among other things, any use of the System, the ICE SDR Service and the ICE Trade Vault Information. ICE Trade Vault's right of inspection shall extend only so far as may be necessary to ensure compliance by Participant with the provisions of this ICE Trade Vault Agreement.
- ~~g) Participant acknowledges that the Services and related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations 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"). Participant will: (i) comply with all legal requirements established~~

~~under the Controls; (ii) cooperate fully with ICE 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. Trusted Source further represents and warrants that as of the date of this Agreement, (x) neither Participant, Participant 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, (y) Participant 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 Participant's knowledge, no entity or entities own or control either directly or indirectly more than 50% of the Subscriber are the subject of OFAC sanctions. For so long as this Agreement is in effect, Participant will notify ICE 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.~~

Participant 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"). Participant will: (i) comply with all legal requirements established under the Controls; (ii) cooperate fully with ICE 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. Participant further represents and warrants that as of the date of this Agreement, (x) neither Participant, Participant'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) S Participant is not 50% or more owned or controlled, directly or indirectly, by any person or entity that is the subject of any OFAC sanctions. For so long as this Agreement is in effect, Participant will notify ICE 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 reserves the right to immediately terminate this Agreement to the extent that Participant's access to or use of the Services would violate the Controls.

~~h)~~

- h) Participant acknowledges and agrees that all fees and other charges incurred by Participant under this ICE Trade Vault Agreement in any calendar month shall be invoiced by ICE Trade Vault to Participant based on the Schedules, as amended from time to time. If Participant elects via the System to pay certain fees and charges on behalf of another firm, Participant 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 make an invoice available to Participant within the ICE Trade Vault System that states the amount owed by Participant, 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. A Participant has 30 days from the date of invoice to reconcile and dispute any charges, after which the Participant will be deemed to have accepted all charges as correct.
- i) Participant acknowledges that Participant 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.
- j) Participant acknowledges that excessive levels of messages and queries submitted via the ICE Trade Vault API by Participant 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 Participant's access to the ICE SDR Service and the System pursuant to this

Section 3(j). Following any suspension, ICE Trade Vault will notify Participant of the remedial actions necessary in order to reinstate Participant's access to the ICE SDR Service.

- k) Participant represents that any ICE SDR Service Data submitted by Participant or on its behalf is accurate and complete in all material respects and compliant with Applicable Law and agrees to comply with its obligations under Applicable Law to verify ICE SDR Service Data submitted to the ICE SDR Service on its behalf. Participant further agrees that it will report any errors or omissions in respect of 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.

4) **USER IDs AND PASSWORDS.**

- a) ICE Trade Vault may, in its sole and absolute discretion, issue to Participant, through its employees designated as its administrator(s) with respect to Participant's use of the System ("Participant User Administrator"), one or more user IDs and passwords (collectively, the "Passwords") for access to the system via the user interface (UI) only for use exclusively by employees or ICE Trade Vault-approved third party agents ("Authorized Agents") of Participant or a Participant affiliate that are properly authorized to access the ICE SDR Service on behalf of Participant. The initial Participant User Administrator(s) for the ICE SDR Service are identified at the end of this ICE Trade Vault Agreement and Participant will notify ICE Trade Vault promptly of any change in its Participant User Administrator(s).
- b) ICE Trade Vault may, in its sole and absolute discretion, issue to Participants, one or more user IDs and passwords to access the ICE Trade Vault Application Program Interfaces (API) for use exclusively by employees or ICE Trade Vault -approved Authorized Agents of Participant or a Participant affiliate that are properly authorized to use the ICE SDR Service on behalf of Participant.
- c) Participant will be solely responsible for controlling and monitoring the use of the Passwords, will provide the Passwords only to its Authorized Agents, and will not provide the Passwords to any third party other than an Authorized Agent. Participant 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. Participant 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), whether or not such actions were authorized.
- d) The Participant User Administrator shall be responsible for all communications between ICE Trade Vault and Participant and any notices or other communications sent to the Participant User Administrator by ICE Trade Vault shall be binding on Participant.
- e) Upon issuance of Passwords to Participant, ICE Trade Vault may include the Participant's name among any list of participants in promotional materials relating to the ICE SDR Service. Any use of the trademark, trade name or logo of Participant by ICE Trade Vault in a press release or other promotional material will require the prior written consent of Participant.

- 4) **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, provided that this ICE Trade Vault Agreement shall remain in effect with respect to any ICE SDR Service Data submitted prior to such termination. Termination of this ICE Trade Vault Agreement shall terminate the ICE SDR Service provided by ICE Trade Vault to Participant. 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.

5) **LIMITATION OF LIABILITY; INDEMNITY.**

- a) PARTICIPANT ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT ICE TRADE VAULT MAKES NO WARRANTY WHATSOEVER TO PARTICIPANT AS TO THE SYSTEM, OR THE ICE SDR SERVICE, EXPRESS OR IMPLIED, AND THAT THE SYSTEM, AND ICE SDR SERVICE ARE PROVIDED ON AN "AS IS" BASIS AT PARTICIPANT'S SOLE RISK. ICE TRADE VAULT EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY

ITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER ICE 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 PARTICIPANT (i) FOR THE ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY, PERFORMANCE OR CONTINUED AVAILABILITY OF THE SYSTEM OR THE ICE SDR SERVICE OR (ii) FOR DELAYS, OMISSIONS OR INTERRUPTIONS THEREIN. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE ICE SDR SERVICE DOES NOT AND SHALL NOT SERVE AS THE PRIMARY BASIS FOR ANY DECISIONS MADE BY PARTICIPANT AND THAT ICE TRADE VAULT IS NOT AN ADVISOR OR FIDUCIARY OF PARTICIPANT.

- b) Subject to Section 6(c) of this ICE Trade Vault Agreement, Participant 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, and costs (including attorneys' fees) resulting from or arising out of any act or omission by any person obtaining access to the ICE Trade Vault Platform through the Passwords (other than through the fault or negligence of ICE Trade Vault), whether or not Participant has authorized such access.
- c) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- d) Notwithstanding the terms of Section 6(a), in the event that ICE Trade Vault is determined to be liable to Participant for any cause, Participant expressly agrees that in entering into this ICE Trade Vault Agreement, ICE Trade Vault's aggregate liability, for all causes of action, will not exceed the total fees and other amounts (excluding any applicable taxes or duties) paid to ICE Trade Vault by Participant in the previous six months from the date of the occurrence of the liability.

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 System or 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 Information, 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 its employees, its affiliates and their employees or its agents) or to use such information for any purpose whatsoever other than as contemplated 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 in accordance with this Section 7.
- 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, or pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction; or (v) is disclosed in connection with any regulatory or self-regulatory request for information.
- c) In the event that ICE Trade Vault receives a subpoena, data request, or order of court in any private-party litigation requesting confidential information of Participant, ICE Trade Vault will promptly notify Participant of such requirement or request to the extent it is legally permitted to do so. ICE Trade Vault will make reasonable commercial efforts to cooperate with Participant to enable Participant to narrow the scope of the required or requested disclosures or to seek a protective order or other similar relief. If requested by Participant, ICE Trade Vault will formally request that any governmental entity treat the information provided as confidential, to the extent it

is not already treated as such, pursuant to the U.S. Freedom of Information Act or pursuant to an equivalent or comparable law or regulation, if applicable.

- d) Any access to ICE Trade Vault Information provided by ICE Trade Vault to a corporate affiliate, whether pursuant to a license or otherwise, shall be allowed solely for the purposes set forth in the ICE Trade Vault Terms and only with the affiliate's agreement to and compliance with ICE Trade Vault's obligations with respect to ICE Trade Vault Information under the ICE Trade Vault Terms, except to the extent otherwise agreed directly between Participant 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.** Except as otherwise expressly provided in this ICE Trade Vault Agreement, 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 or imposing any obligations on ICE Trade Vault or Participant to persons not a party to this ICE Trade Vault Agreement.
- 10) **FORCE MAJEURE.** Neither ICE Trade Vault nor Participant shall be deemed to be in default 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 default 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 default, whether of a like or different character.
- 12) **ASSIGNMENT.** 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) Participant may assign this ICE Trade Vault Agreement to any entity (i) controlling, controlled by, or under common control with Participant, or (ii) which succeeds to all or substantially all of the assets and business of Participant, provided that, in the case of any such assignment by Participant, 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 Annex, 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 Annex, 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 Participant and does not apply to any disputes arising between participants or any other disputes between parties other than ICE Trade Vault and the

Participant. 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) **ADDITIONAL TERMS FOR EU PARTICIPANTS.** Where the Participant or one of more of its affiliates is incorporated in any member state of the European Economic Area, the additional terms available at https://www.theice.com/publicdocs/AdditionalTerms_EUSubscribers.pdf (the "Additional Terms") shall be incorporated into and form part of the Agreement under which ICE Trade Vault provides the Services to Participant, and, in the event of conflict with any other terms of the Agreement, these Additional Terms shall prevail.

15) ~~[RESERVED]~~

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.

Date: _____, 20__

[Insert Participant's Full Legal Company Name Below]

ICE Trade Vault, LLC

5660 New Northside Dr. NW 3rd Floor
Atlanta, Georgia 30328, USA

Address: _____

Signature: _____

Name: Trabue Bland

Title: President

Signature: _____

Name: _____

Title: _____

Participant User Administrator for ICE Trade Vault:

(Required to gain access to the ICE SDR Service)

Name: _____

Title: _____

Address: _____

Telephone: _____
Fax: _____
Email: _____

ANNEX A – ICE SDR SERVICE

ICE Trade Vault offers the ICE SDR Service as a regulated service. The rules, terms, conditions and procedures applicable to the ICE SDR Service are set forth in the ICE Trade Vault SDR Rulebook available at www.icetradevault.com. Participant 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.

In accordance with CFTC regulation § 49.10, ICE Trade Vault will ensure that the recording process of the ICE SDR Service does not invalidate or modify the terms of a valid swap.

ANNEX B (INTENTIONALLY LEFT BLANK)

ANNEX C – ADDITIONAL TERMS FOR EU PARTICIPANTS

Where the Participant is incorporated in any member state of the European Union the following terms shall be incorporated into and form part of the ICE Trade Vault Agreement and, in the event of conflict with any other terms of the ICE Trade Vault Agreement, shall prevail over such terms.

I. COMPLIANCE WITH LAW AND DATA PROTECTION

A. Participant shall:

1. comply with, and represents and warrants that it has complied with, the UK Data Protection Act 1998 and all applicable data protection legislation and regulations (the "Data Protection Laws") in relation to the use of the System and access to the ICE SDR Service by Participant and its Authorized Agents;
2. not, by any act or omission, put ICE Trade Vault or any of its affiliates or subsidiaries in breach of any of the Data Protection Laws; and
3. do and execute, or arrange to be done and executed, each act, document and thing necessary or desirable in order to comply with this clause A.

B. Without limiting the foregoing, Participant shall:

1. inform, and represents and warrants that it has informed, its authorised employees that ICE Trade Vault may:
 - a. process their Personal Data for the purposes of providing and using the System and accessing the Exchange (including training and support), to administer and improve the System and the Exchange, marketing of ICE Trade Vault products and/or services and to meet legal and regulatory obligations;
 - b. disclose their Personal Data, for the purposes described in clause B.1.a. to any affiliate and/or subsidiary, legal and regulatory authority and any third party to whom ICE Trade Vault may delegate services or functions in relation to the System and/or the ICE SDR Service in accordance with the ICE Trade Vault Terms which may include transferring Personal Data to countries that do not provide legal protection of Personal Data equivalent to that in the United Kingdom.
2. obtain, and represents and warrants that it has obtained, from its Authorized Agents all consents (in the relevant form required by the Data Protection Laws) to the processing described in clauses B.1.a. and B.2.b.

- C. Participant shall provide to ICE Trade Vault, upon request, evidence that clause I. has been complied with.

II. ~~GOVERNING LAW~~

~~The ICE Trade Vault Agreement shall be governed in all respects by, and construed in accordance with the laws of England.~~

III. ~~ARBITRATION~~

~~Any dispute, claim or controversy between the parties relating to this ICE Trade Vault Agreement shall be referred to and finally resolved by arbitration in England.~~

IV. ~~THIRD PARTY RIGHTS~~

~~Subject to this section and Annex D of the ICE Trade Vault Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Third Parties Act.~~

~~A counterparty to any Transaction (a "Third Party") may enforce the terms of the arbitration section of this Annex and the provisions of the Third Parties Act. Any counterparty trying to claim against a participant by exercising its third party rights under this Agreement rather than by its direct contractual relations with the participant will be bound by English law and arbitration jurisdiction under this formulation.~~

~~The parties to this Agreement do not require the consent of any Third Party to rescind or vary this Agreement at any time.~~

ANNEX BD – ICE LINK[®] TRADE VAULT REPORTING CONNECTIVITY FOR CDS

The ICE Link[®] Trade Vault Reporting Connectivity, as further described in Section 1(a) below, is provided by Intercontinental Exchange Holdings, Inc. (“ICE”), an affiliate of ICE Trade Vault, independently of the ICE SDR Service, and will be provided to Participants who have (i) entered into a separate agreement with ICE governing Participant’s use of ICE’s post-transaction electronic processing functionality for credit derivative transactions known as ICE Link[®] (the “ICE Link[®] Agreement”), and (ii) executed this ICE Trade Vault Agreement, which includes this Annex BD.

This Annex BD (a) addresses Participant’s access to additional functionality available within ICE Link[®] for the purpose of submitting Participant’s ICE SDR Service Data to the ICE SDR Service, and (b) authorizes ICE to provide the Participant’s ICE SDR Service Data to ICE Trade Vault in connection with the ICE SDR Service. This Annex BD supplements the ICE Trade Vault Agreement as well as the ICE Link[®] Agreement by setting forth the terms governing Participant’s use of and access to the ICE Link[®] Trade Vault Reporting Connectivity. Unless amended in this Annex BD, all terms and conditions contained in the ICE Link[®] Agreement shall remain in effect.

Defined terms used herein but not otherwise defined herein shall have the same meaning set forth elsewhere in this ICE Trade Vault Agreement. In the event of a conflict between this ICE Trade Vault Agreement and the ICE Link[®] Agreement, with respect to Participant’s use of and access to the ICE Link[®] Trade Vault Reporting Connectivity only, the terms and conditions of this ICE Trade Vault Agreement shall prevail.

1. ICE’S PROVISION OF TRADE VAULT REPORTING CONNECTIVITY

a. ICE Link[®] Trade Vault Reporting Connectivity Definition. “ICE Link[®] Trade Vault Reporting Connectivity” means ICE’s proprietary connectivity and electronic messaging system that provides two-way communication of ICE SDR Service Data in respect of certain credit default swaps (“CDS”) to ICE Trade Vault for the purpose of meeting a Participant’s regulatory reporting obligations as required under Applicable Law. The term “ICE Link[®] Trade Vault Reporting Connectivity” includes all written documentation and specifications provided to Participant related thereto.

b. Subject to Participant’s compliance with the terms of the (i) ICE Trade Vault Agreement (including this Annex BD), as it relates to the use of the ICE SDR Service, and (ii) ICE Link[®] Agreement, as it relates to Participant’s use and access to ICE Link[®], Participant may access and use the ICE Link[®] Trade Vault Reporting Connectivity functionality in order to submit ICE SDR Service Data to the ICE SDR Service. Participant may use the ICE Link[®] Trade Vault Reporting Connectivity solely in connection with the ICE SDR Service.

2. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNITY

a. PARTICIPANT ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT NEITHER ICE NOR ICE TRADE VAULT MAKES ANY WARRANTY WHATSOEVER TO PARTICIPANT AS TO THE ICE LINK[®] TRADE VAULT REPORTING CONNECTIVITY, EXPRESS OR IMPLIED, AND THAT THE ICE LINK[®] TRADE VAULT REPORTING CONNECTIVITY IS PROVIDED ON AN “AS IS” BASIS AT PARTICIPANT’S SOLE RISK. BOTH ICE AND ICE TRADE VAULT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ICE, ICE TRADE VAULT AND THEIR RESPECTIVE MANAGERS, OFFICERS, AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, EMPLOYEES OR AGENTS MAKE NO WARRANTY WITH RESPECT TO, AND NO SUCH PARTY SHALL HAVE ANY LIABILITY TO PARTICIPANT FOR, (i) THE ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY, PERFORMANCE OR CONTINUED AVAILABILITY OF THE ICE LINK[®] TRADE VAULT REPORTING CONNECTIVITY, OR (ii) DELAYS, OMISSIONS OR INTERRUPTIONS THEREIN. ICE SHALL HAVE NO DUTY OR OBLIGATION TO VERIFY ANY INFORMATION SUBMITTED TO OR DISPLAYED VIA THE ICE SDR SERVICE. PARTICIPANT ACKNOWLEDGES AND AGREES THAT ICE IS NOT AN ADVISOR OR FIDUCIARY OF PARTICIPANT. WITHOUT LIMITATION OF THE

FOREGOING, PARTICIPANT ACKNOWLEDGES, AGREES AND ACCEPTS THAT ICE SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY MATTERS RELATED TO PARTICIPANT'S RELATIONSHIP OR DEALINGS WITH ICE TRADE VAULT, INCLUDING BUT NOT LIMITED TO THE ACCURACY OF ANY INFORMATION SUBMITTED BY ICE ON THE PARTICIPANT'S BEHALF TO ICE TRADE VAULT IN CONNECTION WITH PARTICIPANT'S USE OF THE ICE SDR SERVICE, ALL OF WHICH SHALL BE THE SOLE RESPONSIBILITY OF PARTICIPANT.

- b. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ICE NOR ICE TRADE VAULT SHALL BE RESPONSIBLE OR LIABLE FOR ANY 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), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR OTHER LEGAL THEORY, HOWSOEVER CAUSED, ARISING OUT OF OR RELATING IN ANY WAY TO ICE LINK[®] TRADE VAULT REPORTING CONNECTIVITY AND/OR PARTICIPANT'S USE OF, OR INABILITY TO USE, OR RELIANCE ON, THE ICE LINK[®] TRADE VAULT REPORTING CONNECTIVITY.
- c. With respect to Participant's use of the ICE Link[®] Trade Vault Reporting Connectivity, Participant agrees that it shall indemnify, protect, and hold harmless ICE, its directors, officers, affiliates, employees and agents, from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, or costs (including attorneys' fees) resulting from or arising out of any act or omission by any person obtaining access to the ICE Link[®] Trade Vault Reporting Connectivity (other than through the fault or negligence of ICE), whether or not Participant has authorized such access.
- d. Participant acknowledges and agrees that any and all information submitted by Participant to ICE Trade Vault utilizing the ICE Link[®] Trade Vault Reporting Connectivity may be disclosed to applicable regulators or other entities, including but not limited to relevant derivatives clearing organizations, as reasonably necessary to satisfy applicable regulatory reporting obligations.
- e. Notwithstanding the terms of Section 2(a), in no event shall ICE's aggregate liability to the Participant or any other person or entity for damages under any provision of this Annex ~~BD~~, and regardless of the form of action, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed ten thousand dollars (\$10,000). The foregoing limitations shall apply even if the Participant's remedies under this Annex ~~BD~~ fail of their essential purpose.

3. TERMINATION.

Termination of this ICE Trade Vault Agreement shall automatically terminate Participant's access to the ICE Link[®] Trade Vault Reporting Connectivity.

5. DISPUTE RESOLUTION. Any dispute, claim or controversy between the parties relating to or in connection with ICE's provision of, and Participant's use of and access to, the ICE Link[®] Trade Vault Reporting Connectivity 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. This arbitration clause only applies to ICE and the Participant solely with respect to the ICE Link[®] Trade Vault Reporting Connectivity and does not apply to any disputes arising between a Participant and ICE Trade Vault, which shall be resolved in accordance with Section 14 of the ICE Trade Vault Agreement, or any other disputes between parties other than ICE and the Participant. Notwithstanding the foregoing, each party acknowledges that a breach of the terms of this Annex ~~BD~~ 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

Participant 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.

6. **ICE AS THIRD PARTY BENEFICIARY.** Participant acknowledges and agrees that ICE is a third party beneficiary of the terms of this Annex BD.

ANNEX ~~C~~E- ICE eCONFIRM[®] TRADE VAULT REPORTING CONNECTIVITY

The ICE eConfirm Trade Vault Reporting Connectivity, as further described in Section 1(a) below, is provided by Intercontinental Exchange Holdings, Inc. (“ICE”), an affiliate of ICE Trade Vault, independently of the ICE SDR Service, and will be provided to Participants who have (i) entered into a separate agreement with ICE Trade Vault governing Participant’s use of ICE Trade Vault’s electronic platform for the matching of previously executed trades with other participants, and the matching of Trade data with a third party responsible for arranging the Trade, collectively known as the ICE eConfirm Service (the “ICE eConfirm Agreement”), and (ii) executed this ICE Trade Vault Agreement, which includes this Annex ~~C~~E.

This Annex ~~E-C~~E (a) addresses Participant’s access to additional functionality available within the ICE eConfirm Service for the purpose of submitting Participant’s ICE eConfirm Service Data to the ICE SDR Service, and (b) authorizes ICE to provide the Participant’s ICE eConfirm Service Data to ICE Trade Vault in connection with the ICE SDR Service. This Annex E supplements the ICE Trade Vault Agreement as well as the ICE eConfirm Agreement by setting forth the terms governing Participant’s use of and access to the ICE eConfirm Trade Vault Reporting Connectivity. Unless amended in this Annex ~~C~~E, all terms and conditions contained in the ICE eConfirm Agreement shall remain in effect.

Defined terms used herein but not otherwise defined herein shall have the same meaning set forth elsewhere in this ICE Trade Vault Agreement. In the event of a conflict between this ICE Trade Vault Agreement and the ICE eConfirm Agreement, with respect to Participant’s use of and access to the ICE eConfirm Trade Vault Reporting Connectivity only, the terms and conditions of this ICE Trade Vault Agreement shall prevail.

1. ICE’S PROVISION OF TRADE VAULT REPORTING CONNECTIVITY

a. ICE eConfirm Trade Vault Reporting Connectivity Definition. “ICE eConfirm Trade Vault Reporting Connectivity” means ICE’s proprietary connectivity and electronic messaging system that provides two-way communication of ICE eConfirm Service Data in respect of certain trade data to ICE Trade Vault for the purpose of meeting a Participant’s regulatory reporting obligations as required under Applicable Law. The term “ICE eConfirm Trade Vault Reporting Connectivity” includes all written documentation and specifications provided to Participant related thereto.

b. Subject to Participant’s compliance with the terms of the (i) ICE Trade Vault Agreement (including this Annex ~~C~~E), as it relates to the use of the ICE SDR Service, and (ii) ICE eConfirm Agreement, as it relates to Participant’s use and access to the ICE eConfirm Service, Participant may access and use the ICE eConfirm Trade Vault Reporting Connectivity functionality in order to submit ICE eConfirm Service Data to the ICE SDR Service. Participant may use the ICE eConfirm Trade Vault Reporting Connectivity solely in connection with the ICE SDR Service.

2. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNITY

a. PARTICIPANT ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT NEITHER ICE NOR ICE TRADE VAULT MAKES ANY WARRANTY WHATSOEVER TO PARTICIPANT AS TO THE ICE eCONFIRM TRADE VAULT REPORTING CONNECTIVITY, EXPRESS OR IMPLIED, AND THAT THE ICE eCONFIRM TRADE VAULT REPORTING CONNECTIVITY IS PROVIDED ON AN “AS IS” BASIS AT PARTICIPANT’S SOLE RISK. BOTH ICE AND ICE TRADE VAULT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ICE, ICE TRADE VAULT AND THEIR RESPECTIVE MANAGERS, OFFICERS, AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, EMPLOYEES OR AGENTS MAKE NO WARRANTY WITH RESPECT TO, AND NO SUCH PARTY SHALL HAVE ANY LIABILITY TO PARTICIPANT FOR, (i) THE ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY, PERFORMANCE OR CONTINUED AVAILABILITY OF THE ICE eCONFIRM TRADE VAULT REPORTING CONNECTIVITY, OR (ii) DELAYS, OMISSIONS OR INTERRUPTIONS THEREIN. ICE SHALL HAVE NO DUTY OR OBLIGATION TO VERIFY ANY INFORMATION SUBMITTED TO OR DISPLAYED VIA THE ICE SDR SERVICE. PARTICIPANT ACKNOWLEDGES AND AGREES THAT ICE IS NOT AN ADVISOR OR FIDUCIARY OF PARTICIPANT. WITHOUT

LIMITATION OF THE FOREGOING, PARTICIPANT ACKNOWLEDGES, AGREES AND ACCEPTS THAT ICE SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY MATTERS RELATED TO PARTICIPANT'S RELATIONSHIP OR DEALINGS WITH ICE TRADE VAULT, INCLUDING BUT NOT LIMITED TO THE ACCURACY OF ANY INFORMATION SUBMITTED BY ICE ON THE PARTICIPANT'S BEHALF TO ICE TRADE VAULT IN CONNECTION WITH PARTICIPANT'S USE OF THE ICE SDR SERVICE, ALL OF WHICH SHALL BE THE SOLE RESPONSIBILITY OF PARTICIPANT.

- b. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ICE NOR ICE TRADE VAULT SHALL BE RESPONSIBLE OR LIABLE FOR ANY 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), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR OTHER LEGAL THEORY, HOWSOEVER CAUSED, ARISING OUT OF OR RELATING IN ANY WAY TO ICE eCONFIRM TRADE VAULT REPORTING CONNECTIVITY AND/OR PARTICIPANT'S USE OF, OR INABILITY TO USE, OR RELIANCE ON, THE ICE eCONFIRM TRADE VAULT REPORTING CONNECTIVITY.
- c. With respect to Participant's use of the ICE eConfirm Trade Vault Reporting Connectivity, Participant agrees that it shall indemnify, protect, and hold harmless ICE, its directors, officers, affiliates, employees and agents, from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, or costs (including attorneys' fees) resulting from or arising out of any act or omission by any person obtaining access to the ICE eConfirm Trade Vault Reporting Connectivity (other than through the fault or negligence of ICE), whether or not Participant has authorized such access.
- d. Participant acknowledges and agrees that any and all information submitted by Participant to ICE Trade Vault utilizing the ICE eConfirm Trade Vault Reporting Connectivity may be disclosed to applicable regulators or other entities, including but not limited to relevant derivatives clearing organizations, as reasonably necessary to satisfy applicable regulatory reporting obligations.
- e. Notwithstanding the terms of Section 2(a), in no event shall ICE's aggregate liability to the Participant or any other person or entity for damages under any provision of this Annex CE, and regardless of the form of action, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed ten thousand dollars (\$10,000). The foregoing limitations shall apply even if the Participant's remedies under this Annex CE fail of their essential purpose.

3. **TERMINATION.**

Termination of this ICE Trade Vault Agreement shall automatically terminate Participant's access to the ICE eConfirm Trade Vault Reporting Connectivity.

5. **DISPUTE RESOLUTION.** Any dispute, claim or controversy between the parties relating to or in connection with ICE's provision of, and Participant's use of and access to, the ICE eConfirm Trade Vault Reporting Connectivity 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. This arbitration clause only applies to ICE and the Participant solely with respect to the ICE eConfirm Trade Vault Reporting Connectivity and does not apply to any disputes arising between a Participant and ICE Trade Vault, which shall be resolved in accordance with Section 14 of the ICE Trade Vault Agreement, or any other disputes between parties other than ICE and the Participant. Notwithstanding the foregoing, each party acknowledges that a breach of the terms of this Annex CE 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 Participant 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.

6. **ICE AS THIRD PARTY BENEFICIARY.** Participant acknowledges and agrees that ICE is a third party beneficiary of the terms of this Annex CE.

ANNEXES F-H (INTENTIONALLY LEFT BLANK)

**ANNEX D~~1~~ – ADDITIONAL TERMS TO THE ICE TRADE VAULT
PARTICIPANT AGREEMENT FOR INVESTMENT MANAGERS**

If Participant is an investment manager acting on behalf of one or more counterparties to a swap that is reported to ICE Trade Vault to satisfy an obligation under Applicable CFTC Regulations (as defined in the ICE Trade Vault SDR Rulebook), the following terms shall supplement, amend and be incorporated into and form part of the ICE Trade Vault Agreement and, in the event of conflict with any other terms of the ICE Trade Vault Agreement, shall prevail over such terms.

INVESTMENT MANAGER TERMS

This Annex shall amend and supplement the ICE Trade Vault Agreement with respect to Investment Managers as Participants, as follows:

1. **First paragraph.** The first paragraph to the ICE Trade Vault Agreement shall be amended by adding the following before the last sentence:

“Participant is the investment manager (the “Investment Manager”) for each of the entities listed in Exhibit 1 to this Annex D~~1~~ hereto (as amended from time to time pursuant to Section 3(m) below), each of which is a “Client” of the Investment Manager.”

2. **Section 3. Participant’s Representations, Warranties and Covenants.** The following paragraphs shall be added as sections 3(l) and 3(m) of the ICE Trade Vault Agreement:

“(l) Participant has been duly granted authority or a power of attorney (or both) enabling it to act on each Client’s behalf pursuant to this ICE Trade Vault Agreement, and Participant has full power and legal authority, on each Client’s behalf and for each Client’s account, to use the ICE SDR Service.

(m) Exhibit 1 to this Annex D~~1~~ contains a list of the Clients for which Participant will be using the ICE SDR Service. Exhibit 1 includes each Client’s full legal name, Legal Entity Identifier (as defined in the ICE Trade Vault SDR Rulebook) and account number. Participant will promptly update or modify the information contained in Exhibit 1 from time to time as necessary so that the information contained in Exhibit 1 remains current by delivering to ICE Trade Vault at TradeVaultSupport@theice.com a revised version of Exhibit 1 that includes all information required by this Section 3(m). The representations and warranties contained in Section 3(l) above shall be deemed repeated by Participant on each date on which Participant delivers a revised Exhibit 1 to ICE Trade Vault.”

3. **Section 6. Limitation of Liability.** Section 6(b) shall be amended by adding the following before the period at the end thereof:

“, and (ii) any act or omission by Participant that is outside the scope of the authority granted by a Client”

4. **[Reserved]**
5. **[Reserved]**
6. **[Reserved]**

[Remainder of the page intentionally left blank; signature page follows]

In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties below covenant and agree to the terms set out in the ICE Trade Vault Agreement as supplemented and amended by this Annex D.

Date: _____, 20_____

[Insert Participant's Full Legal Company Name Below]

ICE Trade Vault, LLC

5660 New Northside Drive NW, 3rd Floor
Atlanta, Georgia 30328, USA

Address: _____

Signature: _____

Name: Trabue Bland

Title: President

Signature: _____

Name: _____

Title: _____

Participant User Administrator for ICE Trade Vault:

(Required to gain access to the ICE SDR Service)

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

EXHIBIT 1 TO ANNEX ~~D~~

LIST OF INVESTMENT MANAGER'S CLIENTS

FULL LEGAL NAME OF CLIENT	LEGAL ENTITY IDENTIFIER	ACCOUNT NUMBER

~~ANNEX J (INTENTIONALLY LEFT BLANK)~~

ANNEX ~~EK~~ - CANADA SUPPLEMENT

TO THE ICE TRADE VAULT PARTICIPANT AGREEMENT

THIS CANADA SUPPLEMENT WILL ONLY APPLY TO PARTICIPANTS THAT HAVE EXECUTED THIS ANNEX ~~EK~~ – CANADIAN SUPPLEMENT TO THE ICE TRADE VAULT PARTICIPANT AGREEMENT WITH ICE TRADE VAULT, LLC.

This Canada Supplement (the “**Supplement**”), shall, effective as of the date below, amend, supplement and form part of the ICE Trade Vault Participant Agreement (the “**ICE Trade Vault Agreement**”) between the participant identified below (the “**Participant**”) and ICE Trade Vault, LLC (“**ICE Trade Vault**”).

I. **SCOPE**

The terms of this Supplement shall apply solely with respect to ICE Trade Vault’s operations in the Provinces (as defined below) and in respect of data for Derivatives Transactions (as defined below) reported under Applicable Provincial Rules and Policies (as defined below) (the “**Canadian Services**”). Notwithstanding anything to the contrary in the ICE Trade Vault Agreement, in the event of any inconsistency between the terms of the ICE Trade Vault Agreement and the terms of this Supplement, this Supplement shall prevail, but solely with respect to the Canadian Services.

Unless otherwise specified in this Supplement, all capitalized terms used herein shall have the meanings assigned in the ICE Trade Vault Agreement.

II. **PURPOSE**

ICE Trade Vault has been designated or recognized as a trade repository in each province (collectively, the “**PROVINCES**” AND EACH A “**PROVINCE**”) identified in the Canada Annex of the Canada Rulebook (as defined below). This Supplement sets out the terms on which ICE Trade Vault has agreed to provide the Participant with access to the ICE Trade Vault Platform for purposes of reporting Derivatives Transaction data as required under Applicable Provincial Rules and Policies.

III. **CANADA SUPPLEMENT TERMS**

This Supplement shall amend and supplement the ICE Trade Vault Agreement with respect to the Canadian Services, as follows:

1. **Definitions.**

Whenever used in the ICE Trade Vault Agreement, including this Supplement, the following terms shall have the following meanings:

“**Act**” means the provincial legislation pursuant to which the relevant Applicable Provincial Rules and Policies are promulgated.

“**Applicable Provincial Rules and Policies**” means rules and policies promulgated by a Province that are applicable to the ICE TR Service.

“**Commission**” means an independent entity of a Province that is responsible for regulating Derivative Transactions in the Province.

“**Derivative Transaction**” means a derivatives contract or instrument as defined in the relevant Act or Applicable Provincial Rules and Policies and that is not excluded from the definition by reason of any other rule or order of a Commission.

“**ICE TR Service**” means the collection, storage and regulatory reporting of Derivatives Transaction data by ICE Trade Vault, in respect of Derivatives Transactions of the asset class or classes ICE Trade Vault is approved to offer by a Commission. The term “ICE TR Service” shall replace the term “ICE SDR Service” wherever used in the ICE Trade Vault Agreement.

“**Canada Rulebook**” means the ICE Trade Vault SDR Rulebook (as that term is defined in the ICE Trade Vault Agreement), including the Canada Annex but not including any other jurisdictional annex, and as may be amended from time to time. The term “Canada Rulebook”

shall replace the term “ICE Trade Vault SDR Rulebook” wherever used in the ICE Trade Vault Agreement.

2. **Additional Terms.**

Terms of Access. Section 2(i) of the ICE Trade Vault Agreement is deleted in its entirety and replaced with the following:

- (i) the Canadian Service and Pricing Schedules (the “Schedules”) available on ICE Trade Vault’s website at www.icetradevault.com

Participant’s Representations, Warranties and Covenants. The following paragraph is added as section 3(l) of the ICE Trade Vault Agreement:

- (l) that the Participant shall (i) comply with, and represents and warrants that it has complied with all applicable data protection legislation and regulations (the “Data Protection Laws”) in relation to the use of the System and access to the ICE SDR Service by Participant and its Authorized Agents; (ii) not, by any act or omission, put ICE Trade Vault or any of its affiliates or subsidiaries in breach of any of the Data Protection Laws; and (iii) do and execute, or arrange to be done and executed, each act, document and thing necessary or desirable in order to comply with this Section 3(l).

Governing Law. Section 13 of the ICE Trade Vault Agreement is amended by deleting the first sentence below and replacing it with the second sentence below:

“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.”

“ICE Trade Vault’s ICE TR Service is subject to regulation as a designated/recognized trade repository in each of the Provinces.”

Language. The following paragraph is added as section 18 of the ICE Trade Vault Agreement:

LANGUAGE. The parties acknowledge that they have required that this ICE Trade Vault Agreement, the ICE Trade Vault Terms and all documents, notices, waivers, consents or other communications under or in connection with the ICE Trade Vault Agreement are to be prepared and executed in the English language only. Les parties aux présentes ont requis que la présente convention et tout document, avis, renonciation, consentement ou autre communication qui s’y rattache soient rédigés et signés en langue anglaise seulement et s’en déclarent satisfaites.

[signature page follows]

In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties below covenant and agree to the terms set out in this Supplement:

Date: _____, 20_____

PARTICIPANT:

[Insert Participant's Full Legal Company Name Below]

ICE Trade Vault, LLC

5660 New Northside Dr. NW 3rd Floor
Atlanta, Georgia 30328, USA

Address: _____

Signature: _____

Name: Trabue Bland

Title: President

Signature: _____

Name: _____

Title: _____

LEI: _____

Participant User Administrator for ICE Trade Vault:

(Required to gain access to the ICE TR Service)

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

ANNEX ~~F~~ – ADDITIONAL TERMS FOR THIRD PARTY REPORTERS

If Participant reports swaps on behalf of a trading platform (i.e., either a SEF or DCM, each as defined in the ICE Trade Vault SDR Rulebook) or one or more counterparties to a swap that is reported to ICE Trade Vault to satisfy an obligation under Applicable CFTC Regulations (as defined in the ICE Trade Vault SDR Rulebook), and is neither a counterparty nor an Investment Manager (as defined in Annex ~~D~~) with respect to such swaps (such Participant, a “Third Party Reporter”), the following terms shall supplement, amend and be incorporated into and form part of the ICE Trade Vault Agreement and, in the event of conflict with any other terms of the ICE Trade Vault Agreement, shall prevail over such terms.

THIRD PARTY REPORTER TERMS

This Annex shall amend and supplement the ICE Trade Vault Agreement with respect to Third Party Reporters as Participants, as follows:

1. **First paragraph.** The first paragraph to the ICE Trade Vault Agreement shall be amended by adding the following before the last sentence:

“Participant is the Third Party Reporter for each of the entities listed in Exhibit 1 to this Annex ~~F~~ (as amended from time to time pursuant to Section 3(m) below), each of which is a “Client” of the Third Party Reporter.”

2. **Section 3. Participant’s Representations, Warranties and Covenants.** The following paragraphs shall be added as sections 3(l) and 3(m) of the ICE Trade Vault Agreement:

“(l) Participant has been duly granted authority enabling it to act on each Client’s behalf pursuant to this ICE Trade Vault Agreement, and Participant has full power and legal authority, on each Client’s behalf and for each Client’s account, to use the ICE SDR Service.

(m) Exhibit 1 contains a list of the Clients for which Participant will be using the ICE SDR Service. Exhibit 1 includes each Client’s full legal name and Legal Entity Identifier (as defined in the ICE Trade Vault SDR Rulebook). Participant will promptly update or modify the information contained in Exhibit 1 from time to time as necessary so that the information contained in Exhibit 1 remains current by delivering to ICE Trade Vault at TradeVaultSupport@theice.com a revised version of Exhibit 1 that includes all information required by this Section 3(m). The representations and warranties contained in Section 3(l) above shall be deemed repeated by Participant on each date on which Participant delivers a revised Exhibit 1 to ICE Trade Vault.”

3. **Section 6. Limitation of Liability.** Section 6(b) shall be amended by adding “(i)” between the words “of” and “any” in the fourth line thereof and by adding the following just before the period at the end thereof:

“; and (ii) any act or omission by Participant that is outside the scope of the authority granted by a Client”

In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties below covenant and agree to the terms set out in the ICE Trade Vault Agreement as supplemented and amended by this Annex FL.

Date: _____, 20_____

[Insert Participant's Full Legal Company Name Below]

ICE Trade Vault, LLC

5660 New Northside Drive NW, 3rd Floor
Atlanta, Georgia 30328, USA

Address: _____

Signature: _____
Name: _____
Title: _____

Signature: _____
Name: _____
Title: _____

Participant User Administrator for ICE Trade Vault:

(Required to gain access to the ICE SDR Service)

Name: _____
Title: _____
Address: _____

Telephone: _____
Fax: _____
Email: _____

EXHIBIT 1 TO ANNEX ~~FL~~

LIST OF THIRD PARTY REPORTER'S CLIENTS

FULL LEGAL NAME OF CLIENT	LEGAL ENTITY IDENTIFIER