

ICE TRADE VAULT BROKER 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 (i) the matching (“Broker Confirmation Service”) of trade data submitted by the undersigned broker (“Broker”) with corresponding trade data submitted by a customer (“Participant”) for trades previously arranged by the Broker on behalf of the Participant (“Broker Confirmation”), and (ii) the collection, storage and regulatory reporting of a comprehensive range of trade data in respect of commodity derivatives trades (the “SDR Service”, and together with the Broker Confirmation Service, the “ICE Trade Vault Services”, or the “Services”), has agreed to provide the Broker identified below with access to and use of the ICE Trade Vault Platform. All capitalized terms used in this ICE Trade Vault Agreement shall have the meanings ascribed to them in this ICE Trade Vault Agreement.

- 1) **ACCESS TO THE PLATFORM.** ICE Trade Vault hereby grants Broker a non-exclusive, non-transferable, revocable license to access and use the ICE Trade Vault Platform as such ICE Trade Vault Platform may exist from time to time and to utilize any hardware, software, systems, and/or communications links (collectively, the “System”) furnished by ICE Trade Vault in conjunction with the ICE Trade Vault Services and in accordance with the ICE Trade Vault Terms (as defined below). Broker understands and agrees that Broker shall not be entitled to receive any services other than the ICE Trade Vault Services, express or implied, in the form offered by ICE Trade Vault from time to time pursuant to this ICE Trade Vault Agreement.
- 2) **TERMS OF ACCESS.** Broker’s access to and use of the System and the ICE Trade Vault Services 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 eConfirm Technical Guides governing the Broker Confirmation Service pursuant to Addendum A, (iii) the ICE Trade Vault SDR Rulebook governing the SDR Service pursuant to Addendum B, and (iv) any other Addenda to this ICE Trade Vault Agreement (collectively referred to herein as the “ICE Trade Vault Terms”). ICE Trade Vault may amend the ICE Trade Vault Terms at any time by providing notice to Broker, and any such amendments will be prospectively binding on Broker, provided that ICE Trade Vault will provide at least thirty (30) days’ prior notice, through electronic or other direct communication with Broker, of any such amendments that are likely to materially and adversely affect Broker or its rights or obligations hereunder. Broker’s use of the Platform after the effective date of any such amendment shall constitute its ratification of and agreement to any such amendment.
- 3) **BROKER’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Broker hereby represents, warrants and covenants as follows:
 - a) ICE Trade Vault shall have the right to refuse to provide the Broker Confirmation Service if ICE Trade Vault determines, in its reasonable judgment, that the customers that are parties to such Broker Confirmation have not entered into ICE Trade Vault Participant Agreements or that such Broker Confirmation is not in compliance with either party’s ICE Trade Vault Participant Agreement or Broker’s ICE Trade Vault Broker Agreement.
 - b) Broker understands that it shall be solely responsible for all information submitted through the System in connection with Broker’s use of the Services, including but not limited to all information related to Broker Confirmations submitted to the Broker Confirmation Service.
 - c) Broker represents that any data submitted to the SDR Service by Broker (“SDR Service Data”) is accurate and complete in all material respects and compliant with Applicable Law. Broker further agrees that it will report any errors or omissions to the SDR Service Data as soon as technologically practicable after discovery of any such error or omission.
 - d) Broker acknowledges that the ICE Trade Vault Services, the System through which the Services are provided and ICE Trade Vault Data (as defined below) are the exclusive proprietary property of ICE Trade Vault constituting trade secrets. For purposes of this Agreement, “ICE Trade Vault Data” means all information and content displayed or distributed on the System or as part of the Services or derived therefrom, but for purposes of this Section 3(d) excludes Broker Confirmation

data submitted to the Broker Confirmation Service by Broker (the “Broker Confirmation Service Data”) and SDR Service Data. Broker has been granted a limited license to use the Services solely for the purposes set forth herein and in the attached Addenda, and Broker will have no other rights with respect to the System, the Services or the ICE Trade Vault Data. Broker agrees that it will not copy, modify, reverse engineer, reverse assemble or reverse compile the System, the Services or the ICE Trade Vault Data and that it will not distribute, rent, sell, retransmit, redistribute, release or license the System, the Services or the ICE Trade Vault Data, or any part thereof, to any third party (other than to its affiliates and agents subject to and in accordance with this ICE Trade Vault Agreement). Notwithstanding anything to the contrary herein, Broker Confirmation Service Data shall, subject to Section 8 hereof, be the non-exclusive property of ICE Trade Vault and Broker, and each party shall have the right to use, sell, retransmit or redistribute such information, in accordance with Applicable Law (as defined below), the provisions of Section 8 hereof and the other provisions of the ICE Trade Vault Terms relating to the use of such data. It is further understood and agreed that use of 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 and regulations, judicial orders or decisions, and the rules, regulations, interpretations, protocols of any applicable self-regulatory organization, as amended from time to time.

- e) Broker will comply with the ICE Trade Vault Terms and Applicable Law in connection with Broker’s access to and use of the System, the Services, ICE Trade Vault Data and Broker’s receipt of any payments from ICE Trade Vault.
- f) Broker 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 System.
- g) Broker acknowledges that ICE Trade Vault may, in its sole discretion immediately and without notice, suspend or terminate Broker’s access to and utilization of the Services and terminate the ICE Trade Vault Agreement in the event of a breach of the ICE Trade Vault Agreement by Broker. Broker further acknowledges that ICE Trade Vault may, in its sole discretion, temporarily or permanently cease to provide the Services to Broker. Broker also acknowledges that its access to and utilization of the ICE Trade Vault Platform may be monitored by ICE Trade Vault for its own purposes (including, without limitation, for purposes of monitoring levels of activity and for purposes of maintaining the functional and operational integrity of the System and for purposes of complying with Applicable Law) and not for the benefit of Broker. The ICE eConfirm Technical Guides and the ICE Trade Vault SDR Rulebook, as applicable, may set forth additional terms and conditions under which ICE Trade Vault may temporarily or permanently suspend the respective ICE Trade Vault Service.
- h) Broker 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 Broker in accordance with its terms. Neither the execution of nor performance under this ICE Trade Vault Agreement by Broker violates any law, rule, regulation or order, or any agreement, document or instrument, binding on or applicable to Broker.
- i) Broker agrees to provide ICE Trade Vault with information related to Broker’s use of the Services or the activities of Broker’s customers that is reasonably requested by ICE Trade Vault, if such information is reasonably necessary in order to enable ICE Trade Vault to maintain the integrity of the System or to comply with Applicable Law, and such information will be accurate and complete in all material respects and subject to the Confidentiality provisions of Section 8. Should Broker refuse to provide information, or if the information demonstrates a potential violation of the terms and conditions of this ICE Trade Vault Agreement or of any customer’s ICE Trade Vault Agreement, then ICE Trade Vault shall have the right, at ICE Trade Vault’s expense and upon five (5) days notice, to conduct an on-site audit during regular business hours of Broker’s compliance with this ICE Trade Vault Agreement. ICE Trade Vault may inspect, among other things, any use of the Services. ICE Trade Vault’s right of inspection shall extend only so far as may be necessary to ensure compliance by Broker with the provisions of this ICE Trade Vault

Agreement. Any information gained by ICE Trade Vault as a result of the inspection shall be subject to the Confidentiality provisions of Section 8.

- j) Broker acknowledges that the System and related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations. Broker will (i) comply with all legal requirements established under these controls, (ii) cooperate fully with ICE Trade Vault in any official or unofficial audit or inspection that relates to these controls and (iii) not export, re-export, divert or transfer, directly or indirectly, any such item or direct products thereof to, or otherwise enter into any transaction or engage in any other activities with, any country, territory or Person restricted or targeted by the economic sanctions or export control laws of the United States, any Person that resides or has a place of business in any such country or territory, or any Person that otherwise appears on any U.S.-government provided list of known or suspected terrorists or terrorist organizations. A "Person" shall mean an individual, corporation, partnership, limited partnership, limited liability company, joint venture, association, trust, estate, unincorporated organization or other entity.
 - k) Broker acknowledges that excessive levels of messages and queries submitted via the System by Broker 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 Broker's access to the ICE Trade Vault Services and the System pursuant to this Section 3(k). Following any suspension, ICE Trade Vault will notify Broker of the remedial actions necessary in order to reinstate Broker's access to the ICE Trade Vault Services.
 - l) Broker acknowledges that if a buyer and seller agree to clear a transaction executed on another exchange, system, or by non-electronic means (a "Non-Exchange Transaction") via ClearPort(sm) Clearing and the Non-Exchange Transaction is accepted for clearing by the New York Mercantile Exchange, Inc. ("NYMEX"), the Non-Exchange Transaction subject to Broker Confirmation shall be simultaneously booked out with an opposite or contra transaction at the same price. If the Non-Exchange Transaction fails to be accepted for clearing by NYMEX, the Non-Exchange Transaction will be considered null and void and of no legal effect, unless both the buyer and seller exercise the option to either manage the Non-Exchange Transaction through bilateral mechanics or clear the Non-Exchange Transaction via the ICE Clear Europe clearinghouse.
 - m) Broker represents that any buyer or seller agreeing to clear a Non-Exchange Transaction via ClearPort(sm) Clearing or the ICE Clear Europe clearinghouse has represented to the Broker that it is an "eligible contract participant" as such term is defined in Section 1a(12) of the Commodity Exchange Act, as amended.
- 4) **USER IDs AND PASSWORDS.** ICE Trade Vault shall issue to Broker, through its employees designated as its administrator(s) with respect to Broker's use of the ICE Trade Vault Services ("Broker User Administrator"), one or more user IDs and passwords (collectively, the "Passwords") for use exclusively by employees ("Authorized Employees") of Broker or a Broker affiliate that are properly authorized to access the Services on behalf of Broker. The initial Broker User Administrator(s) are identified at the end of this ICE Trade Vault Agreement and Broker will notify ICE Trade Vault promptly of any change in its Broker User Administrator(s). Broker will be solely responsible for controlling and monitoring the use of the Passwords, will provide the Passwords only to its Authorized Employees, and will not provide the Passwords to any third party. Broker will immediately notify ICE Trade Vault of any unauthorized disclosure or use of the Passwords or access to the Services or of the need to deactivate any Passwords. Broker acknowledges and agrees that it will be bound by any actions taken through the use of its Passwords (except through the fault or negligence of ICE Trade Vault), including submission of Broker Confirmations, and the use of the Services, whether or not such actions were authorized. Broker will only use the Passwords to access and use the Services from the jurisdictions specified by Broker and accepted by ICE Trade Vault. The Broker User Administrator shall be responsible for all communications between ICE Trade Vault and Broker and any notices or other communications sent to the Broker User Administrator by ICE Trade Vault shall be binding on Broker. Upon issuance of Passwords to Broker, ICE Trade Vault may

include the Broker's name among any list of participants in promotional materials relating to the ICE Trade Vault Services. Any use of the trademark, trade name or logo of Broker by ICE Trade Vault in a press release or other promotional material will require the prior written consent of Broker.

- 5) **TERM.** This ICE Trade Vault Agreement, as amended from time to time, will continue in effect unless and until terminated by either party upon 30 days' written notice to the other, provided that this ICE Trade Vault Agreement shall remain in effect with respect to Broker Confirmations submitted prior to such termination. Termination of this ICE Trade Vault Agreement shall terminate the Services provided by ICE Trade Vault to Broker. Each party's continuing obligations under this ICE Trade Vault Agreement and the ICE Trade Vault Terms, including, without limitation, those relating to "Indemnification" and "Confidentiality", will survive the termination of this ICE Trade Vault Agreement.
- 6) **FEES.**
 - a) All fees incurred by Broker hereunder in any calendar month shall be invoiced by ICE Trade Vault to Broker based on the Schedules, as amended from time to time. ICE Trade Vault will provide Broker with an invoice which states the amount owed by Broker, 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.
 - b) Broker 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 or use of the ICE Trade Vault Services utilized by Broker through the System, including, without limitation, taxes and duties levied by non-U.S. jurisdictions.
- 7) **LIMITATION OF LIABILITY; INDEMNITY.**
 - a) BROKER ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT ICE TRADE VAULT MAKES NO WARRANTY WHATSOEVER TO BROKER AS TO THE SYSTEM, OR SERVICES, EXPRESS OR IMPLIED, AND THAT THE SYSTEM, AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS AT BROKER'S SOLE RISK. ICE TRADE VAULT EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER ICE TRADE VAULT NOR ITS MANAGERS, OFFICERS, AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY WITH RESPECT TO, AND NO SUCH PARTY SHALL HAVE ANY LIABILITY TO BROKER (i) FOR THE ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY, PERFORMANCE OR CONTINUED AVAILABILITY OF THE SERVICES, OR (ii) FOR DELAYS, OMISSIONS OR INTERRUPTIONS THEREIN. EXCEPT AS REQUIRED BY APPLICABLE LAW, ICE TRADE VAULT SHALL HAVE NO DUTY OR OBLIGATION TO VERIFY ANY INFORMATION SUBMITTED TO OR DISPLAYED VIA THE SERVICES. BROKER ACKNOWLEDGES AND AGREES THAT ICE TRADE VAULT IS NOT AN ADVISOR OR FIDUCIARY OF BROKER OR ITS CUSTOMERS. WITHOUT LIMITATION OF THE FOREGOING, BROKER ACKNOWLEDGES, AGREES AND ACCEPTS THAT ICE TRADE VAULT SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY MATTERS RELATED TO BROKER'S RELATIONSHIP OR DEALINGS WITH ITS CUSTOMERS, INCLUDING BUT NOT LIMITED TO THE ACCURACY OF ANY INFORMATION SUBMITTED THROUGH THE SYSTEM IN CONNECTION WITH BROKER'S USE OF THE SERVICES, ALL OF WHICH SHALL BE THE SOLE RESPONSIBILITY OF BROKER UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.
 - b) Subject to Section 7(c) of this ICE Trade Vault Agreement, Broker shall indemnify, protect, and hold harmless ICE Trade Vault, its directors, officers, affiliates, employees and agents from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, or costs (including attorney's fees) resulting from or arising out of (i) any act or omission by any person obtaining access to the System through the Passwords (other than through the fault or negligence of ICE Trade Vault), whether or not Broker has authorized such access; or (ii) any

claim by any customer of Broker involving or relating in any way to the acts or omissions of Broker.

- c) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - d) Notwithstanding the terms of Section 7(a), in the event that ICE Trade Vault is determined to be liable to Broker for any cause (other than pursuant to Section 7(e) below), Broker expressly agrees that in entering into this ICE Trade Vault Agreement, ICE Trade Vault's aggregate liability, for all causes of action, shall not exceed the sum total of all fees paid to ICE Trade Vault by Broker during the six (6) month period preceding the action.
 - e) Subject to Section 7(c) and notwithstanding Sections 7(a) and 7(d) of this ICE Trade Vault Agreement, ICE Trade Vault agrees to either defend or settle, at ICE Trade Vault's expense and discretion, any suit or claim against Broker arising from a claim that Broker's authorized and proper use of the Services under this ICE Trade Vault Agreement infringes any patent, copyright, trade secret, trademark or other proprietary right and to indemnify Broker from any settlement or final judgment against Broker related to such infringement claim. ICE Trade Vault will have no obligation under this Section or otherwise for any infringement claim based on the combination or use of the Services with software, hardware, data, or other materials not furnished by ICE Trade Vault and/or for modifications made to the Services. If the Services become, or ICE Trade Vault believes are likely to become, subject to an infringement claim, ICE Trade Vault may, at its option and expense: (i) replace or modify the Services so that they become non-infringing, (ii) obtain for Broker a license to continue using the ICE Trade Vault Services, or (iii) accept return of the infringing part of the Services, terminate this ICE Trade Vault Agreement as to the infringing part of the Services, and refund to Broker the license fees paid to ICE Trade Vault under this ICE Trade Vault Agreement for the infringing part of the Services that have been accrued to the date of the infringement. The foregoing states ICE Trade Vault's entire liability and Broker's sole and exclusive remedies for infringement claims and actions of any kind.
 - f) The foregoing obligations are conditioned on the party seeking indemnification ("Indemnified Party") providing the party responsible for the indemnification ("Indemnifying Party") with prompt written notice of the claim for which indemnity is claimed, giving Indemnifying Party sole control of the defense thereof and any related settlement negotiations, and cooperating (at Indemnifying Party's expense) with Indemnifying Party's efforts to defend or settle the claim.
 - g) ICE Trade Vault represents and warrants that it 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 ICE Trade Vault in accordance with its terms. Neither the execution of nor performance under this ICE Trade Vault Agreement by ICE Trade Vault violates any law, rule, regulation or order, or any agreement, document or instrument, binding on or applicable to ICE Trade Vault. ICE Trade Vault has all licenses, approvals and consents (regulatory or otherwise) in order for it to provide the Services.
- 8) **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 Services, including but not limited to trade secrets, processes, computer software and other proprietary data, research, information or documentation related thereto and ICE Trade Vault Data, shall be deemed to be confidential and proprietary information. Each party agrees to hold such information in strict confidence and not to disclose such information to third parties (other than, to the extent permitted by the ICE Trade Vault Terms, to its employees, its affiliates and their employees or its agents) or to use such information for any purpose whatsoever other than as contemplated and permitted by the ICE Trade Vault Terms and to advise each of its employees, affiliates and agents who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential.

- b) Confidential information shall not include information which is: (i) in or becomes part of the public domain other than by disclosure by such party in violation of this ICE Trade Vault Agreement; (ii) known to or obtained by such party previously without an obligation of confidentiality; (iii) independently developed by such party outside of this ICE Trade Vault Agreement; (iv) 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 in connection with any regulatory or self-regulatory request for information; or (v) Broker Confirmation Service Data that is displayed by ICE Trade Vault on the System or otherwise distributed or sold by ICE Trade Vault in accordance with its standard policies and procedures, provided that such displays will not identify Broker or its customer(s) (Participants) by name, unless ICE Trade Vault is explicitly directed to do so by Participant and only then for the express purposes set forth in and under conditions agreed to in the Participant's ICE Trade Vault Agreement.
- c) In the event that ICE Trade Vault is required to disclose confidential information subject to Section 8(b)(iv), ICE Trade Vault shall request that the recipient treat the information provided as confidential pursuant to the U.S. Freedom of Information Act for a U.S.-based recipient, or pursuant to an equivalent or comparable law or regulation, if applicable, of the foreign jurisdiction in which the recipient is based.
- 9) **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.
- 10) **NO THIRD PARTY BENEFICIARY.** Nothing in this ICE Trade Vault Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this ICE Trade Vault Agreement (other than the right of another party (Participant) with regard to reliance on Sections 3(l) and 3(m) of this ICE Trade Vault Agreement).
- 11) **FORCE MAJEURE.** Neither ICE Trade Vault nor Broker 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.
- 12) **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.
- 13) **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) Broker may assign this ICE Trade Vault Agreement to any entity (i) controlling, controlled by, or under common control with Broker, or (ii) which succeeds to all or substantially all of the assets and business of Broker, provided that, in the case of any such assignment by Broker, 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 13, 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.

- 14) **GOVERNING LAW.** Unless otherwise specified in an Addendum, this ICE Trade Vault Agreement is deemed entered into in New York, New York and shall be governed and construed in all respects by the laws of the State of New York, without giving effect to principles of conflict of law.
- 15) **DISPUTE RESOLUTION.** Unless otherwise specified in an Addendum, any dispute, claim or controversy between the parties relating to this ICE Trade Vault Agreement shall be resolved through binding arbitration conducted in accordance with the Arbitration Rules of the American Arbitration Association. Any such arbitration shall be conducted in New York, New York or at such other location as may be agreed to by the parties and the arbitrators. For the avoidance of doubt, this arbitration clause only applies to ICE Trade Vault and the Broker and does not apply to any disputes arising between a Broker and its customer (Participant) or any other disputes between parties other than ICE Trade Vault and the Broker. 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.
- 16) **HEADINGS.** The headings in this ICE Trade Vault Agreement are intended for convenience of reference and shall not affect its interpretation.
- 17) **SEVERABILITY.** If any provision of this ICE Trade Vault Agreement (or any portion thereof) shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this ICE Trade Vault Agreement shall not in any way be affected or impaired thereby.
- 18) **COUNTERPARTS.** This ICE Trade Vault Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement binding on the parties hereto.
- 19) **NO AGENCY.** Broker is not, and shall not represent or hold itself out as, the agent of ICE Trade Vault, and nothing in this ICE Trade Vault Agreement shall be deemed to establish any relationship of agency, joint venture or partnership of any kind between ICE Trade Vault and Broker.



Date: _____, 20__

ICE Trade Vault, LLC

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

Signature: *Bruce A. Tupper*

Name: Bruce A. Tupper

Title: ICE Trade Vault President

Broker

Company Name: _____

Address: _____

Signature: _____

Name: _____

Title: _____

Broker User Administrator for ICE Trade Vault Services:

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

ADDENDUM A – BROKER CONFIRMATION SERVICE

ICE Trade Vault offers the Broker Confirmation Service as an ancillary service of ICE Trade Vault. Broker Confirmation Service is described in greater detail in the ICE eConfirm Technical Guides available at www.econfirm.com, as amended from time to time, which specify the conditions and procedures applicable to Brokers use of the Broker Confirmation Service.

Whenever submitted trade data indicates that Broker is the “Creation Data Reporting Party” for a trade that is required to be reported to a Swap Data Repository, the details of the trade will be automatically reported to ICE Trade Vault’s Swap Data Repository (and the applicable SDR Service fees will be charged in accordance with the SDR Service and Pricing Schedule) unless Broker notifies ICE Trade Vault in writing prior to submission of the trade data that it elects not to use the SDR Service for the required reporting of its trade data that it submits to ICE Trade Vault.

ADDENDUM B – SDR SERVICE

ICE Trade Vault is provisionally registered with the CFTC as a Swap Data Repository (SDR). The rules applicable to ICE Trade Vault's regulated SDR Service are set forth in the ICE Trade Vault SDR Rulebook, which is available at www.icetradevault.com and also specifies the terms and procedures applicable to the SDR Service. Broker acknowledges and 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 SDR Service.

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

ADDENDUM C – ADDITIONAL TERMS FOR EU BROKERS

Where the Broker 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. Broker 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 Trade Vault Services by Broker and its Authorized Employees;
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, Broker shall:

1. inform, and represents and warrants that it has informed, Authorized Employees that ICE Trade Vault may:
 - a. process their Personal Data for the purposes of providing and using the System and accessing the ICE Trade Vault Services (including training and support), to administer and improve the System and the ICE Trade Vault 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 Services 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 Employees 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. Broker shall provide to ICE Trade Vault, upon request, evidence that clause I. has been complied with.

II. GOVERNING LAW

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

III. ARBITRATION

- A. 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

- A. Subject to this section, Section 10 of the ICE Trade Vault Agreement, a person who is not a party to this ICE Trade Vault Agreement has no right under the Contracts (Rights of Third Parties) Act of 1999 (the "Third Parties Act") to enforce any term of this ICE Trade Vault 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.
- B. The parties to this ICE Trade Vault Agreement do not require the consent of any Third Party to rescind or vary this ICE Trade Vault Agreement at any time.