RESULTS OF THE IBA SURVEY ON THE USE OF LIBOR WEBSITE TERMS AND CONDITIONS

1. Acceptance

This "Results of the IBA Survey on the Use of LIBOR" website (the "Website") is owned and operated by Intercontinental Exchange, Inc., a Delaware corporation. In these terms and conditions (hereinafter "Terms and Conditions"), "ICE" refers to Intercontinental Exchange, Inc., and any of its respective current or future affiliates including, but not limited to, ICE Benchmark Administration Limited ("IBA").

ICE has established general website <u>Terms of Use</u> and a <u>Privacy Policy</u>, which are incorporated by reference herein. By accepting these Terms and Conditions, you are also signifying your acknowledgement and agreement to our <u>Terms of Use</u> and <u>Privacy Policy</u>. To the extent any terms in the <u>Terms of Use</u> or <u>Privacy Policy</u> conflict with these Terms and Conditions, these Terms and Conditions shall control.

By accessing the Website and the data and other information contained therein, including files and URLs, and where applicable clicking the accept and/or download button, you, as an individual Website user, affirmatively agree to be bound by these Terms and Conditions.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

2. No Warranty on Website or Content

The term "Content" refers to all information and materials contained in, posted to, or accessed through, the Website without regard to its source – including, without limit, files, text, images, graphics, documents, software, source code, object code, website links, URLs, messages or other items related thereto.

WEBSITE AND ALL CONTENT CONTAINED IN, POSTED TO, OR ACCESSED THROUGH THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE." ICE DOES NOT WARRANT THE ACCURACY, ADEQUACY, COMPLETENESS, CONTINUATION OR NON-INTERRUPTION OF THE WEBSITE OR ANY CONTENT, AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE SAME. NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, USAGE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, TITLE, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS, INCLUDING THE VALIDITY, ACCURACY OR AUTHENTICITY OF ANY CONTENT IS MADE OR GIVEN IN CONJUNCTION WITH THE WEBSITE OR ANY CONTENT. YOU SHOULD NOT RELY ON ANY CONTENT CONTAINED IN, POSTED TO, OR ACCESSED THROUGH THE WEBSITE, WITHOUT FIRST INDEPENDENTLY CONFIRMING ITS VALIDITY, ACCURACY AND AUTHENTICITY. THE WEBSITE AND CONTENT (OR ANY PORTION THEREOF) IS SUBJECT TO CHANGE WITHOUT NOTICE.

3. ICE Content / Intellectual Property Rights / Ownership / Confidentiality

"ICE Content" refers to all Content prepared, developed, discovered, acquired or owned by ICE or its affiliates.

The term "Intellectual Property Rights" refers to property rights, database rights, rights in copyright, domain names, trademarks / service marks and all goodwill associated therewith and symbolized thereby, patents, inventions, discoveries, concepts, improvements, know- how, trade secrets, and design rights, in each case whether registered or unregistered and including all applications and rights to apply for registration, and all similar or equivalent rights.

The Website and all ICE Content contained in, posted to, or accessed through the Website, no matter the form provided, including without limitation, written, electronic or orally conveyed information, together with all documentation, technical ideas, concepts, know-how, inventions, discoveries, improvements, and techniques related thereto, and all goodwill and Intellectual Property Rights associated therewith, contain confidential information of ICE, whether or not marked as confidential ("ICE Confidential Information"), and shall remain the exclusive property of ICE; and no rights or interest in the same shall be acquired by you.

You expressly agree to maintain all trademark and copyright notices that exist in or on any ICE Content to indicate ICE's ownership of such Content. You agree not to, directly or indirectly, do or cause to be done any act which may in any way jeopardize or adversely affect the validity or enforceability of, or otherwise infringe or misappropriate, any rights, titles and interests of ICE in and to the ICE Content or any Intellectual Property in respect thereof. You further agree not to oppose or contest any application by ICE and/or any of its affiliates directed to any rights subsisting in the ICE Content in the United States, the United Kingdom or elsewhere, or any application for extension of such rights.

You shall <u>not</u>, nor permit, facilitate or encourage others to, use, disclose, sell, copy, display, assign, transfer, sublicense, lease, furnish, lend, republish, transmit, distribute, alter, modify, adapt, translate, disassemble, decompile, prepare derivative works or reverse engineer, in any way, all, or any portion of, the Website, any ICE Content and/or any ICE Confidential Information without the express written consent of ICE.

4. Use Restrictions on ICE Content

To receive ICE Content contained in, posted to, or accessed through the Website, you acknowledge and agree that you shall not disclose, transmit, distribute or disseminate, either directly or indirectly through any third parties, any ICE Confidential Information or any portion of the ICE Content, including but not limited to any market data or information contained herein, to any person or entity without the express written consent of IBA. Furthermore, you acknowledge and agree that:

.

- You may not develop or create any product that uses, is based on, or is developed in connection
 with any of the information (including, without limitation, proprietary data and indices) available
 on the Website.
- The information available on the Website is a summary of the eligible responses to the questions asked in IBA's survey on the use of LIBOR. The information is being made available to you for information purposes only, and should not be used for or relied upon for any purpose whatsoever.
- You cannot communicate the information, Website pages and/or the contents thereon to any third party, in any form, to any other person, or entity without the express written consent of IBA
- All ICE Content contained in, posted to, or accessed through the Website, including but not limited to all market data and information contained herein, constitutes ICE Confidential Information proprietary to ICE, and you shall maintain the confidentiality of all ICE Confidential Information.
- The ICE Content and all market data and information contained herein are the product of the selection, coordination, arrangement and editing of ICE, its affiliates and/or contractors, and such efforts involve the considerable expenditure of time, effort, creativity, money and judgment.
- None of IBA, ICE, or any of its or their affiliates accepts any responsibility or will be liable in contract or tort (including negligence), for breach of statutory duty or nuisance or under antitrust laws or otherwise for, or in respect of any damage, expense or other loss you may suffer arising out of or in connection with, the information contained on the Website or any use that you may make of it or any reliance you may place upon it. All implied terms, conditions and warranties and liabilities in relation to the information are hereby excluded to the fullest extent permitted by law. None of IBA, ICE or any of its or their affiliates excludes or limits liability for fraud or fraudulent misrepresentation or death or personal injury caused by negligence.
- ICE and IBA reserve all rights in the information disclosed on the Website, and in the copyright on the Website. None of these rights may be used without a written licence from IBA.
- Notwithstanding the results of the IBA survey on the use of LIBOR and IBA's work to seek to
 obtain sufficient banking industry support to publish certain LIBOR settings after year-end 2021,
 there is no guarantee that any LIBOR settings will continue to be published after year-end 2021.
 Users of LIBOR should not rely on the continued publication of any LIBOR settings when
 developing transition or fall back plans.

5. Miscellaneous Terms

These Terms and Conditions (including the <u>Terms of Use</u> and <u>Privacy Policy</u> incorporated by reference), together with the terms and conditions displayed on the Website or with the relevant ICE Content, constitute the entire agreement between you, the individual user, and ICE with respect to the subject matter addressed herein, and governs your use of the Website and its contents, superseding any prior agreements that may exist between you and ICE relating to the Website.

6. Acknowledgement

Your viewing, registration, accessing or use of the Website shall constitute acknowledgment and acceptance of these Terms and Conditions and all of the terms and conditions contained or incorporated herein.