

### 'Beta' ICE Swap Rate User Agreement:

This user agreement governs Your access to the 'Beta' ICE Swap Rate Settings Webpage and Your use of the Data. You will be deemed to have entered into this agreement with IBA where You click "I Agree" to agree to and accept its terms, and this agreement will govern Your access and use occurring from the time of this agreement to the time You enter into a further agreement with IBA (on next clicking "I Agree") which will govern subsequent access and use.

1. **Definitions:** In this agreement:

"**Data**" means the test, 'Beta' ICE Swap rate settings that IBA makes available to You under this agreement through the 'Beta' ICE Swap Rate Settings Webpage;

"**Data Provider**" means any third party that provides data used by IBA to calculate or determine any Data;

"**IBA**" means ICE Benchmark Administration Limited (a company incorporated in England with registered number 08457573);

"**ICE**" means Intercontinental Exchange, Inc. (a Delaware corporation);

"**'Beta' ICE Swap Rate Settings Webpage**" means the webpage on the ICE "Report Centre" website through which certain test, 'Beta' ICE Swap Rate settings data is made available (including at <https://www.ice.com/report/301>); and

"**You**" and "**Your**" means the individual who has 'clicked' "I Agree" to agree to and accept the terms of this agreement.

2. **User Agreement:** You alone may use the Data and only for Your information purposes only in order to enable You to evaluate and provide feedback on the Data.

3. **Restrictions:** You shall not do any of the following:

(a) use the Data for any purpose other than the purpose in Clause 2 - in particular, and without limitation, the Data is not to be used as a benchmark or as a measure, reference or input in financial instruments, transactions, contracts or fund performance, or to create or derive other data, products or indices, for pricing or valuation purposes, or to make investment decisions;

(b) use the Data for any purpose contrary to any law or regulation or any regulatory code, guidance or request;

(c) make copies of the Data;

(d) make any of the Data available to any other entity or person for any purposes whatsoever;

(e) license any other entity or person to use the Data for any purposes whatsoever;

(f) remove any trade marks or other identifiers of the sources of the Data; or

(g) attempt to obtain from the Data any data used as an input to calculate or determine the Data.

4. **Acknowledgements:** You acknowledge and agree each of the following:

(a) the Data are test, 'Beta' ICE Swap Rate settings and are being provided solely for Your information purposes in order to enable You to evaluate and provide feedback on the Data and are not intended for, and IBA expressly prohibits their use for, any other purpose;

(b) the Data is subject to the disclaimer set out in Clause 7 below and to the disclaimers and notices which are on the 'Beta' ICE Swap Rate Settings Webpage and these are incorporated by reference into this agreement;

- (c) IBA or its licensors own the intellectual property in the Data and all associated databases containing the Data;
- (d) ICE, ICE Swap Rate and ICE Benchmark Administration are trademarks of ICE, IBA and/or its or their affiliates;
- (e) IBA is not affiliated with the New York Fed. The New York Fed does not sanction, endorse, or recommend any products or services offered by IBA;
- (f) the Data is held by IBA in a database or databases (within the meaning of S.3A of the Copyright, Designs and Patents Act 1988);
- (g) no warranties are given in relation to the Data, nor in relation to any data used to calculate or determine the Data;
- (h) in entering into this agreement, You are not relying on any prior statement made by ICE, IBA or any of its or their affiliates or representatives;
- (i) IBA is under no obligation to maintain or update any of the Data or to provide access to the Data or the 'Beta' ICE Swap Rate Settings Webpage, and reserves the right at any time and without notice to update, remove or change any Data or deny access to the Data or the 'Beta' ICE Swap Rate Settings Webpage; and
- (j) use of the ICE website, including the ICE "Report Centre" website, is subject to the terms of use available at <https://www.intercontinentalexchange.com/terms-of-use>.

5. **Limitation of Liability:** To the fullest extent permitted by law, none of ICE, IBA or any of its or their affiliates or any of its or their licensors, or any Data Provider, accepts any responsibility for, or will be liable to You or any other person for, any losses or liabilities (including, without limitation, loss of revenue or profit, loss of anticipated savings, wasted costs, loss of data, or liabilities to third parties), which arise in connection with this agreement or Your use of the Data or Your access to the 'Beta' ICE Swap Rate Settings Webpage (irrespective of whether the claim is for breach of this agreement, breach of a duty of care, breach of statutory duty, misrepresentation, restitution, nuisance, under anti-trust laws, in tort (including negligence) or under any other cause of action). This Clause 5 does not exclude or limit liability for death or personal injury resulting from negligence, fraud, or fraudulent misrepresentation by IBA.
6. **Termination:** This agreement will continue to apply to Your use of the Data and Your access to the 'Beta' ICE Swap Rate Settings Webpage as set out in the introductory paragraph at the start of this agreement. IBA has the right at any time, with or without reason, to terminate immediately Your right of use as set out in Clause 2 by providing You with a notice to such effect or by notifying all users or all users in any particular category (including You) of such termination on the IBA website at <https://www.theice.com/iba>.
7. **Disclaimer:** None of IBA, Intercontinental Exchange, Inc. (ICE) or any of its or their affiliates makes any claim, prediction, warranty or representation whatsoever, expressly or impliedly, as to the timeliness, accuracy or completeness of any Data, the results to be obtained from the use of any Data, or as to the appropriateness or suitability of any Data for any particular purpose to which it might be put. All implied terms, conditions and warranties, including without limitation as to quality, merchantability, fitness for purpose, title or non-infringement, in relation to this agreement, the Data, the data used

to calculate or determine the Data, and the 'Beta' ICE Swap Rate Settings Webpage are hereby excluded to the fullest extent permitted by applicable law.

**8. Miscellaneous:**

- (a) Any assignment or transfer of this agreement (including any rights or obligations under this agreement) will be void, unless made with the written consent of the other party.
- (b) Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- (c) A remedy made available to a party by this agreement does not exclude other remedies.
- (d) The laws of England apply to this agreement. The courts of England have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) which arises in connection with this agreement.