Economic Indicator Contracts: Country & Risk Disclosures

This document sets out the Economic Indicator Contracts: Country & Risk Disclosures (as in force from the date stated above) for purposes of ICE Futures U.S. ("Exchange") Rule 33.06. It applies to all Exchange Members and to all individuals and firms (corporations, partnerships, limited liability companies and other entities) subject to the jurisdiction of the Exchange under Rule 4.00 (hereinafter collectively "Participant(s)").

1. General

(a) Permitted Jurisdictions. ICE Futures U.S. Economic Indicator Futures Contracts are only available to certain participants in the following jurisdictions[1]:

Jurisdiction	Permitted Participants
United Kingdom	Non-retail only, subject to other conditions, see below
United States of America	Contracts cleared at ICE Clear U.S.: retail and non-retail participants permitted, subject to other conditions, see below Contracts cleared at ICE Clear Europe: Non-retail only, subject to other conditions, see below
Germany	Non-retail only, subject to other conditions and those applicable to the EEA, see below
Ireland	Non-retail only, subject to other conditions and those applicable to the EEA, see below
Italy	Non-retail only, subject to other conditions and those applicable to the EEA, see below
The Netherlands	Non-retail only, subject to other conditions and those applicable to the EEA, see below
Spain	Non-retail only, subject to other conditions and those applicable to the EEA, see below
Australia	Non-retail only, subject to other conditions, see below
The Cayman Islands	Non-retail only, subject to other conditions, see below
Singapore	Non-retail only, subject to other conditions, see below
Switzerland	Non-retail only, subject to other conditions, see below

[1] Permitted jurisdictions and participants may be changed at the sole discretion of the Exchange.

(b) No unlawful distribution or usage. ICE Futures U.S. Economic Indicator Futures Contracts shall not be made available or distributed by Participants to any person who may not lawfully enter into such a contract or related transaction. Any Participant who is subject to applicable laws, regulations, policies, or contractual obligations that restrict that Participant from trading, either directly or indirectly, in the ICE Futures U.S. Economic Indicator Futures Contracts or doing so in any manner or with any person in a way that is not permitted, shall not enter into any trade, either directly or indirectly, in such Contracts or in such manner or with such person.

(c) No retail distribution. Except as otherwise provided in Section 1(a), the ICE Futures U.S. Economic Indicator Futures Contracts are not intended to be offered, sold, distributed or otherwise made available to any private individual, natural person, retail client, consumer or retail investor, or any analogous person, client or investor, in any jurisdiction ("Excluded Persons"). The ICE Futures U.S. Economic Indicator Futures Contracts shall not be offered, sold, distributed or otherwise made available by Participants to any Excluded Persons in any jurisdiction.

(d) Intended Purpose. Participants agree and accept that the ICE Futures U.S. Economic Indicator Futures Contracts shall only be traded or entered into for financial investment, risk management, market making, clearing, financial intermediary, liquidity provision, trading and hedging purposes or other legitimate non-leisure and non-gambling purposes.

(e) Intellectual Property. The ICE Futures U.S. Economic Indicator Futures Contracts are copyright works owned by Intercontinental Exchange, Inc. and/or its affiliates. Intercontinental Exchange, Inc. and its affiliates do not authorize anyone, including Participants, to distribute (or to enable distribution) to any Excluded Person the ICE Futures U.S. Economic Indicator Futures Contracts for any purpose. Unauthorized distribution might infringe the intellectual property rights of Intercontinental Exchange, Inc. and/or its affiliates and breach applicable licensing terms.

(f) Interpretation. Any reference to a statute, law or statutory provision in this document shall be construed as a reference to such statute, law or provision as amended, modified, re-enacted or consolidated from time to time.

2. United Kingdom

(a) No retail distribution. No disclosure document. The ICE Futures U.S. Economic Indicator Futures Contracts are not intended to be offered, sold, distributed or otherwise made available to any retail investor in the UK. The ICE Futures U.S. Economic Indicator Futures Contracts must not be offered, sold, distributed or otherwise made available by Participants to any retail investor in the UK. For these purposes, a "retail investor" means a person who is not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“EUWA”). Accordingly, no disclosure document under the FCA Product Disclosure Sourcebook or the Consumer Composite Investments (Designated Activities) Regulations 2024 in respect of the ICE Futures U.S. Economic Indicator Futures Contracts has been prepared or distributed.

(b) No retail target market assessment permitted. Participants which are authorized persons in the United Kingdom and regulated under Regulation (EU) No 600/2014 as it forms part of United Kingdom domestic law by virtue of the EUWA (“UK MiFIR”) are solely responsible for undertaking their own target market assessment in respect of the ICE Futures U.S. Economic Indicator Futures Contracts and determining the appropriate distribution channels. However, such Participants must not make any target market assessment for the ICE Futures U.S. Economic Indicator Futures Contracts which assessment allows distribution or availability of the ICE Futures

U.S. Economic Indicator Futures Contracts to anyone other than: (i) eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("COBS"), and (ii) professional clients, as defined in UK MiFIR.

(c) Agreements and acknowledgements. Participants are hereby given notice and shall be deemed, by entering into any ICE Futures U.S. Economic Indicator Futures Contracts, to agree and accept that the ICE Futures U.S. Economic Indicator Futures Contracts are: (i) specified investments falling within Article 85 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 ("RAO"); and (ii) "financial instruments" within the meaning of Part I of Annex II to the RAO.

3. European Economic Area (EEA)

(a) No retail distribution. No key information document. The ICE Futures U.S. Economic Indicator Futures Contracts are not intended to be offered, sold or otherwise made available to any retail investor in the EEA. The ICE Futures Economic U.S. Indicator Futures Contracts must not be offered, sold, distributed or otherwise made available by Participants or any other Person to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); or (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Accordingly, no key information document under Regulation (EU) No 1286/2014 in respect of the ICE Futures Economic Indicator Futures Contracts has been prepared or distributed.

(b) No retail target market assessment permitted. Participants which are investment firms in the European Economic Area and are regulated under national regimes implementing MiFID II are solely responsible for undertaking their own target market assessment in respect of the ICE Futures U.S. Economic Indicator Futures Contracts and determining the appropriate distribution channels. However, such Participants must not make any target market assessment for the ICE Futures Economic Indicator Futures Contracts which assessment allows distribution or availability of the ICE Futures U.S. Economic Indicator Futures Contracts to anyone who is a retail investor where, for such purposes, a "retail investor" means a person who is one (or more) of the following: (a) a retail client, as defined in point (11) of Article 4(1) of MiFID II; or (b) a customer, within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (c) not a qualified investor as defined in the Prospectus Regulation.

(c) Agreements and acknowledgements. Participants are hereby given notice and shall be deemed, by entering into any ICE Futures U.S. Economic Indicator Futures Contracts, to agree and accept that the ICE Futures U.S. Economic Indicator Futures Contracts are "financial instruments" within the meaning of Section C of Annex I of MiFID II.

4. Switzerland

(a) No key information document (Basisinformationsblatt) according to the Swiss Financial Services Act ("FinSA") or any equivalent document under the FinSA has been prepared in relation to the ICE Futures U.S Economic Indicator Futures Contracts, and the ICE Futures U.S. Economic Indicator Futures Contracts may not be offered or recommended to private clients within the meaning of the FinSA in Switzerland.