



### **THIRD PARTY PROVIDER TERMS**

Certain content of the services and products of BMLL may utilize the services and/or products of Third Party Providers, which services and/or products may include software, information, data or other services. Certain of these Third Party Providers require Customers who utilize such content to agree to Third Party Provider Terms, in addition to the terms of the Agreement.

This page identifies the Third Party Provider Terms that are required by such Third Party Providers as they apply to the features set forth below. The Customer's receipt and use of certain services and/or products provided by a Third Party Provider, constitute the Customer's agreement to be bound by these additional Third Party Provider Terms. These Third Party Provider Terms are subject to change at the Third Party Provider's sole discretion.

For the purposes of this page:

**"Affiliate"** means, in relation to Customer, any direct or indirect parent companies(s) of Customer and any of its or their subsidiary or affiliated companies or corporations, joint ventures and partnerships and any entity, present or future, directly or indirectly controlling, controlled by or under common control of or with Customer, where "control" means the ownership of, or the power to vote, at least twenty percent of the voting stock, shares or interests of such entity.

**"Agreement"** means an agreement entered into between BMLL and the Customer, including, *inter alia*: (a) a framework agreement together with relevant order forms; and/or (b) any online click-through terms and conditions applicable to the accessing or using of any BMLL products and/or services.

**"Authorised User(s)"** means Customer, and if applicable its Affiliates, and employees and agents of Customer, and if applicable, its Affiliates, in each case as authorised to use the products and services received by the Customer.

**"BMLL"** means BMLL Technologies Limited, a private limited company with company number 08988706 and whose registered office address is The Scalpel, 18th Floor, 52 Lime Street, London, United Kingdom, EC3M 7AF.

**"Customer"** means each customer of BMLL who receives products and services, pursuant to entering into an Agreement.

**"Third Party Providers"** means third-party data vendors and partners providing data or any other content to BMLL to enable BMLL to provide its products and/or services.

**"Third Party Provider Terms"** means the additional pass-through terms and conditions prescribed by Third Party Providers made available to the Customer on this page, as updated from time to time.

### **CUSIP Global Services**

Where the Customer receives services provided by CUSIP Global Services ("**CGS**"), which include, without limitation, the CUSIP databases ("**CUSIP Database**"), the Customer hereby acknowledges and agrees: (a) that the following terms ("**CGS Pass-Through Terms**") shall apply and be binding on the Customer, its Affiliates and its Authorised Users, in addition to those terms set out in the Agreement; and (b) that CGS shall have the right to enforce any such provision directly against the Customer, its Affiliates and its Authorised Users.

1. Customer agrees and acknowledges that the CUSIP Databases and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, CGS and the American Bankers Association ("**ABA**"), and that no proprietary rights are being transferred to Customer in such materials or in any of the information contained therein. Any use by Customer outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Customer agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently,

Customer agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.

2. Customer agrees that Customer shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Customer further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for any present services of and/or other future services developed by CGS.
3. NEITHER CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY CUSTOMER FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.
4. Customer agrees that the foregoing CGS Pass-Through Terms shall survive any termination of its right of access to the materials identified above.
5. In the event Customer has a separate license agreement with CGS ("**CGS License Agreement**") that permits broader rights than those granted under these CGS Pass-Through Terms, then the terms of that Customer's CGS License Agreement shall govern such Customer's use of the CUSIP Database and/or any information contained therein for so long as such agreement remains in effect.

### **CBOE Europe Index**

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Where the Customer receives services provided by CBOE Europe Indices B.V. ("**CBOE**"), which include, without limitation, the CBOE Index Data ("**Index Data**"), the Customer hereby acknowledges and agrees: (a) that the following terms ("**CBOE Pass-Through Terms**") shall apply and be binding on the Customer, its Affiliates and its Authorised Users, in addition to those terms set out in the Agreement; and (b) that CBOE shall have the right to enforce any such provision directly against the Customer, its Affiliates and its Authorised Users.

1. The Customer shall be liable and responsible for each of its Authorised User's compliance with these CBOE Pass-Through Terms at all times.
2. Where requested, the Customer agrees to provide accurate and complete information to BMLL, CBOE or their appointed agents regarding the Customer's (and their Authorised Users') access to, and use of, the Index Data.
3. The Customer shall also allow BMLL, CBOE or their appointed agents access to their premises at reasonable times and on reasonable notice in order to inspect and audit the Customer's access to and use of the Index Data.
4. The Customer acknowledges that CBOE may terminate and/or suspend access to the Index Data immediately in full or in part at any time.
5. The Customer acknowledges and agrees that the Index Data and any and all rights of any kind in and to the same are the property of CBOE, and that CBOE incurs considerable cost and expense and expends considerable effort in generating and providing the same.

6. The Customer acknowledges and agrees that a breach by it or any of its Authorised Users of any of these CBOE Pass-Through Terms may result in irreparable and continuing damage to CBOE for which there may or will be no adequate remedy at law, and that in the event of such breach, CBOE shall be entitled to apply for injunctive relief and/or a decree for specific performance and such other and further relief as may be appropriate.
7. The Customer hereby acknowledges and agrees that whilst CBOE attempts to ensure that the Index Data is accurate, the Index Data is provided "AS IS" and on an "AS AVAILABLE" basis and may not be accurate or up to date. Index Data may or may not have been prepared by CBOE but is made available without responsibility on the part of CBOE. CBOE does not guarantee the accuracy, timeliness, completeness, performance or fitness for a particular purpose of the Index Data. No responsibility is accepted by or on behalf of CBOE for any errors, omissions, or inaccuracies in the Index Data, CBOE accepts no liability for the results of any acts or omissions taken on the basis of the Index Data.
8. Except as otherwise set out in these CBOE Pass-Through Terms, the Customer shall not in any way, directly or indirectly use, display, access, transfer, re-distribute, reference, re-sell or sub-license the Index Data to third parties and/or use the Index Data (or any of the information contained therein) for any illegal purpose or to bring CBOE, its members or its business or markets into disrepute.