

Third Party Terms

These Third Party Terms form part of the agreement between TradingHub Group Limited ("TradingHub") and the customer in which they are referenced (the "Customer Agreement"). References below to the "Subscriber", the "Client" and the "Customer" are references to that customer.

Each set of Third Party Terms below applies only to customers that fall within its "Applicable to" description.

Terms of Use for CUSIP Global Services Data

Applicable to: All Customers

Third Party: CUSIP Global Services

Subscriber agrees and acknowledges that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, CUSIP Global Services ("CGS") and the American Bankers Association ("ABA"), and that no proprietary rights are being transferred to Subscriber in such materials or in any of the information contained therein. Any use by Subscriber outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Subscriber 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, Subscriber 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.

Subscriber agrees that Subscriber 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. Subscriber 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 the CUSIP MASTER, DATABASE, INTERNET, ELECTRONIC Services and/or any other future services developed by CGS.

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 SUBSCRIBER 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 SUBSCRIBER 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.

Subscriber agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.

In the event Subscriber has a CGS License Agreement that permits broader rights than those granted above, then the terms of that Subscriber's CGS License Agreement shall govern such Subscriber's use of the CUSIP Database and/or any information contained therein for so long as such agreement remains in effect.

Terms of Use for ASX Data

Applicable to: Customers that include trades on the Australian Securities Exchange or ASX 24 markets in the Trade Data (as defined in the Customer Agreement)

Third Party: ASX Operations Pty Limited (“ASX”)

The Client agrees that it:

1. will be bound by ASX’s standard terms set out in the “*ASX Market Information Products & Services Guide*”, as published by ASX from time to time online on www.asxonline.com (the “**Guide**”);
2. will allow ASX or ASX’s authorised representatives to remotely audit, and/or enter its premises and audit, its systems, records and usage of ASX data (in accordance with the information industry best practice and the Guide);
3. will obtain and provide any consents needed for ASX, or ASX’s authorised representative, to review and receive personal data in connection with any audit;
4. will not bring a claim or commence any proceedings directly against ASX; and
5. recognises the intellectual property rights of ASX, and ASX its suppliers’ rights to legal remedies in respect of ASX data.

Terms of Use for ICE Data

Applicable to: All Customers with Order Book Surveillance as a module to MAST

Third Party: ICE Data Services Europe Limited or such other affiliate of ICE Data, LP that supplies the relevant data to TradingHub ("ICE")

Definitions

In these Terms of Use for ICE Data:

"Affiliate" means any entity directly or indirectly controlling, controlled by or under common control with another entity, where "control" means ownership of more than 50% of the voting stock or other equity interests of an entity, or the right to direct the management of such entity;

"Data" means the information and data contained in the ICE Services;

"ICE" means ICE Data Services Europe Limited or such other affiliate of ICE Data, LP which provides market data used by TradingHub to provide its services to Customer;

"ICE Services" means the services provided by ICE or its Affiliates to TradingHub or its Affiliates as identified in the agreement between ICE and TradingHub, which may include, but are not limited to, Data, hardware, software, Data access, selected or bulk delivery of Data, hosted solutions, contract programming, consulting, technical assistance and support services; and

"Third Party Supplier" means any third party from time to time providing Data, content, information, hardware, software, connectivity or other services to ICE and/or its Affiliates, including, but not limited to, stock exchanges, commodity exchanges, news providers, software developers, co-location facilities, data centers and telecommunications providers.

Required Data Agreement Provisions

1. Customer hereby acknowledges ICE's and its Third Party Suppliers' proprietary rights in the Data.
2. Customer shall not communicate or disseminate any part of the Data or any information obtained or derived therefrom to any third party.
3. ICE AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS OR ANY OTHER MATTER AND SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY ERRORS, OMISSIONS OR MALFUNCTIONS IN THE ICE SERVICES.
4. Customer acknowledges that the ICE Services are intended for use by institutional investors, registered brokers, professionals and others of similar sophistication and experience.
5. Customer accepts responsibility for, and acknowledges it exercises its own independent judgment in, its selection of any of the ICE Services, its selection of the use or intended use of such, and any results obtained. Nothing contained herein shall be deemed to be a waiver of any rights existing under applicable securities law.

6. Customer shall indemnify ICE and its suppliers against and hold ICE harmless from any and all losses, damages, liability, costs, including attorney's fees, resulting directly or indirectly from any claim or demand against ICE or its suppliers by a third party arising out of or related to any ICE Services received by Customer, or any data, information, service, report, analysis or publication derived therefrom. Neither ICE nor its suppliers shall be liable for any claim or demand against Customer by a third party.
7. ICE and its third party suppliers shall constitute third party beneficiaries under the Customer Agreement.

ICE "Evaluations" Language

If Customer at any time receives Data from ICE containing evaluations, rather than market quotations, for certain securities or certain other data related to such securities, the following provisions will apply: (i) evaluated securities are typically complicated financial instruments. There are many methodologies (including computer-based analytical modeling and individual security evaluations) available to generate approximations of the market value of such securities, and there is significant professional disagreement about which is best. No evaluation method, including those used by Interactive Data, may consistently generate approximations that correspond to actual "traded" prices of the instruments; (ii) ICE's methodologies used to provide the pricing portion of certain Data may rely on evaluations; however, Customer acknowledges that there may be errors or defects in ICE's software, databases, or methodologies that may cause resultant evaluations to be inappropriate for use in certain applications; and (iii) Customer assumes all responsibility for edit checking, external verification of evaluations, and ultimately the appropriateness of use of evaluations and other pricing data provided via the ICE Services in Customer's applications, regardless of any efforts made by ICE in this respect. Customer shall indemnify and hold ICE completely harmless in the event that errors, defects, or inappropriate evaluations are made available via the ICE Services or the Data.