

MASTER SUBSCRIPTION AGREEMENT

This Platts Master Subscription Agreement (the “**Agreement**”) is entered into as of the Effective Date set forth below by and between S&P Global Platts, a division of S&P Global Inc., a New York corporation, with offices at [REDACTED] (“**Platts**”); and

SUBSCRIBER:	Department for International Trade	EFFECTIVE DATE:	14 th Sep 2020
ADDRESS/ ZIP CODE:	[REDACTED]		
TYPE OF LEGAL ENTITY/PLACE OF FORMATION:	Government / UK		

In consideration of the mutual promises and covenants hereinafter contained, the parties hereby agree as follows:

1. ACCESS TO INFORMATION.

A. **Grant of Access to Information.** Subject to the terms of this Agreement, Platts grants to Subscriber a non-exclusive, non-transferable, royalty-free, limited license to access and use internally within Subscriber’s business: (i) Platts’ proprietary products and services (the “**Service(s)**”) identified in the Services Attachment(s) attached hereto and incorporated herein (such products and services, together with the information contained in the Services, the “**Platts Information**”) and (ii) Platts’ delivery platform for use in connection with the Platts Services, in each case only for Subscriber’s own internal business and only through its Authorized Users. “**Authorized User**” means an employee of Subscriber or a contractor acting under Subscriber’s direction, in each case (i) in the ordinary course of Subscriber’s business, (ii) subject to the restrictions set forth in this Agreement as well as an appropriate confidentiality undertaking in writing, and (iii) who is authorized by Platts (as permitted in the applicable Services Attachment) to access the Platts Information. Subscriber is responsible for ensuring compliance by its Authorized Users with the terms and conditions of this Agreement and the applicable Services Attachment. Any capitalized terms used and not defined herein shall have the meaning set forth in the applicable Services Attachment.

B. **Scope of License.** Subscriber’s Authorized Users of Platts’ market data (“**Market Data**”) shall be permitted, in the ordinary course of Subscriber’s business and, in each case, solely on Subscriber’s own behalf, to:

(i) perform analyses based on Platts Information;

(ii) use Platts Information to confirm and settle Subscriber’s individual bilateral contracts (i.e. contracts to which Subscriber is a party) or as a basis for verifying individual bilateral contracts that are bought and sold solely for Subscriber’s own account, with the understanding that Platts has no responsibility for any pricing decisions based on the Platts Information or other uses and provided that no bilateral contracts are otherwise sold or transferred as financial instruments (i.e. marketed, created, traded or sold on behalf of any third parties and not solely for Subscriber’s own account);

(iii) use Platts’ name in describing Subscriber’s individual bilateral contracts;

(iv) include Minimal Excerpts (as defined below) of Platts Information on invoices prepared by or on behalf of Subscriber; and

(v) provide access to Platts Information for internal “pass-through” employees such as information technology personnel for clerical purposes only and disaster recovery personnel, in each case in the ordinary course of Subscriber’s business;

(vi) except as provided otherwise in Section 1.F of the Agreement, use raw and derived (subject to Subscriber signing the Derived Data Addendum as set forth in Section 1.C of the Agreement) Platts Information for back office functions such as post-trade transaction confirmation and settlement, accounting, contract valuation, invoicing (subject to the attribution

requirements in Section 1.G and the disclaimer of warranties and limitation of liability in Section 6 of the Agreement), and annual and daily profit and loss reporting;

(vii) buy, sell, trade or match parties in transactions involving goods and services; and engage in marketing and sales related to proposing and executing trades;

(viii) perform research and analysis to support revenue-generation, management oversight, planning, assessment, decision making and related functions. Subscriber may use Platts Information to engage in macroeconomic research, equity research, sector-related research in support of mergers and acquisitions (e.g. utilities and energy), due diligence, strategy development and market analysis;

(ix) distribute and/or redistribute to its customers derived pricing data (provided that Subscriber signs the Derived Data Addendum as required in Section 1.C of the Agreement) where Platts Information is used as a component of the pricing of any type of physical commodities and products sold to end users (but excluding financial derivatives and trading prices);

(x) use the Platts Information in connection with analytics and modeling related to: (a) compliance; (b) credit risk management; (c) portfolio accounting based on market prices; (d) asset valuation; and (e) identification and analysis of potential risks to assets, earnings capacity or trading strategies. Provided that Subscriber has signed the Derived Data Addendum as required in Section 1.C, analysts in both mark to market and risk management may purchase models, curves and complete data products from Platts or a third party and derive their own work from raw Platts Information and other proprietary resources. Subscriber may use raw Platts Information and work derived therefrom (provided that Subscriber has entered into the Derived Data Addendum) for performing mark to market, risk management, risk hedging, corporate risk management and compliance;

(xi) use the Platts Information for: (a) internal company reports, including by internal or external auditors, which are not distributed to any third party; (b) quarterly, annual, ad hoc and other reports and briefings to regulatory agencies as required by law or regulation (including annual shareholder reports); (c) market or client-specific reports on commodities; and (d) reporting to Subscriber's customers. Subscriber may use Platts Information to support external reporting (subject to the attribution requirements in Section 1.G and the disclaimer of warranties and limitation of liability in Section 6 of the Agreement); and

(xii) in connection with each of (vi) through (xi), use the Platts Information for research and analyses relating to quantitative trading systems, charts and tables for internal use and distribution.

C. **Derivative Works.** Subscriber shall not create any Derived Data (as defined below) from the Platts Information, including but not limited to calculating derivative prices, except as expressly set forth in Platts' standard Derived Data Addendum, unless Subscriber has signed such Addendum. Subscriber shall only have the right to distribute or otherwise provide access to the Derived Data to an individual, firm, or entity that is an Authorized User of the Platts Information or as expressly permitted by Platts in the Derived Data Addendum, if entered into by Subscriber. "***Derived Data***" shall mean data created by Subscriber, in connection with Subscriber's use of the Platts Information as may be permitted under this Agreement as a result of combining, processing, changing, converting or calculating the Platts Information or any portion thereof with other data.

D. **Limited Redistribution Rights.** Subscriber shall only provide access (including, but not limited to, via or as part of any Internet site) to the Platts Information or Derived Data (which Subscriber has created in accordance with Platts' Derived Data Addendum, if entered into by Platts and Subscriber) or any portion thereof, to a person (either within or outside the company), firm or entity, that has been expressly authorized by Platts in this Agreement or the applicable Services Attachment to access the Platts Information or Derived Data. Subscriber shall only provide access to the Platts Information to its subsidiaries that are specifically identified in the applicable Services Attachment or an Affiliates Rider. In addition, if Subscriber has a license to Platts' Market Data, Subscriber shall have a limited right, subject to all of the conditions set forth in this Section 1.D, in the ordinary course of Subscriber's business to redistribute Platts Information (including Derived Data created by Subscriber in accordance with Platts' Derived Data Addendum, if entered into by Platts and Subscriber) both internally and externally without an additional license: (i) in the form of graphical images that are static, that do not display any specific data points and from which it is not possible to extract or otherwise manipulate the Platts Information; and/or (ii) in tabular data or descriptive text containing minimal excerpts of such Platts Information, in each case provided that such redistribution complies with ***all*** of the following conditions:

1. with respect to tabular data or descriptive text, the Platts Information or Derived Data must be only a limited extract provided only on an ad hoc basis ("***Minimal Excerpts***");
2. the Platts Information or Derived Data is provided only on a non-continuous basis;

3. the Platts Information or Derived Data is not updated in real-time;
4. the Platts Information or Derived Data is not updated in accordance with a regular schedule (i.e. updating is infrequent or irregular);
5. the redistribution of the Platts Information or Derived Data is incidental to Subscriber's business or the user's job function;
6. Subscriber's products or services incorporating the Platts Information or Derived Data do not have any commercial value; and
7. Subscriber does not charge a fee for the Platts Information or Derived Data and/or any Subscriber products or services incorporating the Platts Information or Derived Data.

In the ordinary course of Subscriber's business, Subscriber shall have the right to redistribute Platts Information or Derived Data that meet all seven criteria set forth above in its: (i) infrequent internal company reports to senior management that are not distributed to any other parties; (ii) annual shareholder reports; and (iii) legally required briefings, such as to regulatory agencies, in each case in the ordinary course of Subscriber's business.

E. Restrictions on the Use of the Platts Information. All access to and use of all of the Platts Information licensed hereunder shall be subject to the restrictions stated in this Agreement and in each applicable Services Attachment. Only those Authorized Users who are expressly named in the applicable Services Attachment shall have access to or use of the Platts Information described in that same Services Attachment. Subscriber shall not modify, reverse engineer, disassemble or decompile the Platts Information. Subscriber's Authorized Users are prohibited from: (i) extracting prices or any other Platts Information from any Platts newsletters or any other Platts publications; (ii) inputting or loading any Platts Information from any Platts publications into Subscriber's internal network configuration or IT systems; or (iii) using any Platts Information from any Platts publication as a substitute for a license to Platts' Market Data. In addition, Subscriber: (i) will not collect or attempt to collect information that Subscriber does not have a right to access pursuant to a Services Attachment; (ii) will not engage in any screen scraping, use any spider or other automatic data collection method, or any other type of data collection or acquisition method, except as approved by Platts; and (iii) will use reasonable procedures and care in accessing any Platts servers or databases, in each case so as not to attempt to or actually disrupt or impair any Platts servers or databases, or breach their security.

F. Restrictions on Use of the Platts Information in Financial Instruments. Subscriber acknowledges and agrees that Subscriber will not use the Platts Information or any data contained therein as the basis for, or as a component of, any indices or any financial instruments or other investment products (such as swaps, options, forward contracts, notes, warrants, or contracts that trade on an exchange or in an exchange-like setting such as a Swap Execution Facility, in each case that Subscriber markets, creates, manages, trades and/or sells on behalf of a third party and not solely for Subscriber's own account) without entering into a separate license agreement with Platts for the creation of financial instruments.

G. Display and Attribution of the Platts Information. Subscriber shall use and represent the Platts Information correctly and accurately, without any mistakes or distortions. In connection with Platts Information that Subscriber redistributes either internally or externally in text, tabular, graphical or electronic form pursuant to Section 1.D, Subscriber shall always identify Platts as the source of such information, and shall display, on each Web site, screen, document page or other format that includes Platts Information, or data derived therefrom, such Platts logos, trademarks and/or copyright notices, disclaimers, hyperlinks, or other links to a Platts Website as Platts may request.

H. Additional Services Attachments. The parties may add additional Platts Information to this Agreement in the future under a new Services Attachment signed by authorized representatives of both parties. Each Services Attachment that the parties sign shall be a separate agreement, which will incorporate therein the terms and conditions of this Agreement, except for any provisions in this Agreement that such Services Attachment specifically excludes or modifies. In the event of any conflict between the terms of this Agreement and the terms of any Services Attachment, the terms of this Agreement shall prevail, unless the Services Attachment expressly states that it governs with respect to any such provision, in which case the Services Attachment shall govern with respect to such provision. Except as may be specifically provided for in a Services Attachment, any changes contained in any Services Attachment shall not modify this Agreement with respect to any other Services Attachment.

2. DELIVERY/ACCESS. Subscriber may access the Platts Information using the platforms and methods stated in the applicable Services Attachment (such platforms and methods subject to revision by Platts on notice to Subscriber), and only in accordance with the limitations and restrictions set forth in this Agreement and in such Services Attachment(s). Subscriber shall hold and cause all of its Authorized Users to hold any passwords/user IDs issued by Platts or by Subscriber in connection with access to the Platts Information in strict confidence, and Subscriber shall instruct all Authorized Users of their obligations in this regard. Subscriber shall not permit the sharing of user IDs or passwords, or simultaneous access to the Platts Information via the same user ID or password. Platts shall not be liable or otherwise responsible for any of the following: (i) the procurement, installation or

maintenance of any equipment on which the Platts Information is accessed by Subscriber; (ii) any communications connection by which the Platts Information is transmitted; (iii) any communication delays or interruptions of the Platts Information; (iv) the transmission to Subscriber of the Platts Information; or (v) any fees payable by Subscriber for any communication lines, to any third-party network operator (a “**Network Operator**”) or to any other person, firm or entity.

3. **THIRD PARTY AGREEMENTS AND INFORMATION.**

A. Subscriber acknowledges that the Platts Information may contain information that is provided to Platts by third-party Suppliers. If Subscriber wishes to receive any Platts Information that contains content provided either: (i) by any third-party supplier(s) or (ii) via any third-party platform provider, in each case including, but not limited to, any exchanges, and data and/or software providers or licensors, and Network Operators (such content licensors and platform providers, collectively “**Suppliers**”) and such Suppliers require Platts’ customers who receive such content to sign an agreement directly with such Suppliers, in such event Subscriber shall enter into separate agreements with any such Suppliers and Subscriber shall agree to be bound by and comply with all conditions, restrictions, or limitations imposed in such agreements. In the event that Subscriber declines to enter into any such agreement with a Supplier or to comply with the obligations of such agreement, Subscriber acknowledges and agrees that: (i) Platts’ obligation to provide Platts Information containing content from or provided via such Suppliers would cease; and (ii) in such event, Platts would bear no liability for suspending or terminating the provision of such Platts Information to Subscriber. In addition, Subscriber agrees to indemnify and hold harmless Platts, its affiliates and their Suppliers from and against any and all losses, costs, claims, damages, expenses and liabilities (including, but not limited to, reasonable legal expenses and court costs) and/or penalties as any Supplier(s) may impose, arising out of any breach or alleged breach by Subscriber of its obligations under this Section 3 or any failure to comply with the contractual requirements of, or other obligations imposed on Subscriber by, any Supplier(s).

B. Subscriber agrees that any Supplier of any portion of the Platts Information may enforce its rights against Subscriber as an intended third-party beneficiary of this Agreement, even though such Supplier is not a party to this Agreement.

C. Subscriber’s right to receive and use those portions of the Platts Information pursuant to licenses or access granted to Platts by any Suppliers is subject to automatic modification, termination or discontinuation without liability on the part of Platts if such licenses or access are modified, terminated or discontinued by such Supplier.

4. **TERM/TERMINATION.**

A. **Term; Renewal.** This Agreement shall commence on the Effective Date set forth above and shall continue in effect for as long as any Services Attachment entered into pursuant to this Agreement remains in effect. The term of each Services Attachment will commence on the date specified therein (the “**Commencement Date**”) and shall continue for the period(s) and in accordance with the provisions stated therein. Unless another period is specified in the Services Attachment in question, the initial term of each Services Attachment (“**Initial Term**”) as it applies to the Platts Information set forth therein and subscribed to thereunder shall be for a period of one (1) year following the Commencement Date of such Services Attachment. The Initial Term of the Services Attachment shall be automatically extended for successive renewal terms of one (1) year each (each such renewal term, together with the Initial Term, shall be the “**Term**”), unless either party notifies the other in writing of its decision not to extend the term of the Services Attachment at least thirty (30) days before the expiration of the term then in effect. If, on or before the renewal date of the applicable Services Attachment, the parties have not signed a new Services Attachment or otherwise agreed in writing to the commercial terms for the renewal of the Services, then the fees payable by Subscriber for the Services either licensed under the applicable Services Attachment or otherwise included in Platts’ commercial proposal shall revert to Platts’ list price for such Services in effect on the renewal date.

B. **Events of Termination.**

1. **Breach.** In the event of a breach by either party of any material term or provision of this Agreement, the non-breaching party may terminate the Agreement by giving the breaching party thirty (30) days’ prior written notice thereof; provided, however, that such termination shall not take effect if the party in breach cures or corrects the breach within such notice period.

2. **Bankruptcy/Insolvency.** Either party may terminate any or all Services Attachments and this Agreement upon written notice to the other if the other party is adjudicated as bankrupt or insolvent or if a petition in bankruptcy or winding up is filed by or against the other party or if the other party makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy or insolvency.

3. **Discontinuation of Platts Service.** If Platts decides for any reason to discontinue offering or providing the Platts Information or a portion thereof, Platts may terminate the portion of the applicable Services Attachment that relates to such discontinued Service(s). In such event Platts shall have no liability other than to give Subscriber a pro rata credit or refund for any unearned subscription fees that have been prepaid for any unused period.

4. **Additional Grounds for Termination.** Platts shall have the right to terminate this Agreement and any applicable Services Attachment, effective immediately, if: (i) Subscriber fails to follow Platts' payment instructions provided by Platts to Subscriber or (ii) Platts is required to do so to comply with sanctions or other applicable law.

C. **Post-Termination Obligations.** Upon any termination of any Services Attachment or portion thereof by either party, Subscriber shall immediately cease all use of the terminated Platts Information or portion thereof provided under that Services Attachment; and Subscriber shall expunge the relevant Platts Information and any portion thereof, including any copies thereof, from all of Subscriber's electronic or other systems and records in Subscriber's possession or control. Notwithstanding any provision of this Section 4.C to the contrary, Subscriber will not be required to expunge any portion of the Service(s) to the extent applicable laws, regulations or other financial or other statutory audit requirements require Platts Information contained in the Service(s) to be retained by Subscriber (collectively, "**Compliance Purposes**"), until the time limit of such requirement has expired, *provided that*: (i) Subscriber will not access or use, whether for commercial purposes (e.g. business analysis based on historical Platts Information, contracts, any trading activity, invoicing, etc.) or otherwise, or permit any other party to access or use, such retained Platts Information for any reason except to the extent necessary for such Compliance Purposes; and (ii) except with respect to any Platts Information that Subscriber is required to divulge to any third parties for such Compliance Purposes, Subscriber shall maintain all Platts information retained under this Section 4.C as confidential information of Platts. At Platts' request, a senior officer of Subscriber shall promptly certify to Platts in writing that Subscriber has fully complied with this requirement.

D. **Termination of Services Attachments.** Upon termination of all of the Services Attachments, this Agreement shall automatically terminate.

5. **FEES AND CHARGES.**

A. **General.** Subscriber shall pay all fees and charges stated in the Services Attachments attached hereto, in United States Dollars (unless specified otherwise in the Services Attachment(s)) (including any software license, maintenance and installation fees) plus all applicable taxes (whether reflected on the invoice or applied retroactively), including, but not limited to, value-added, sales, use and similar taxes, within thirty (30) days after the corresponding invoice date. Subscriber shall follow all instructions regarding the payment of Platts' invoices provided by Platts to Subscriber. Subscriber shall pay Platts directly and not through any third-party agent, broker, or other third-party provider. Platts may increase its fees and charges for any Platts Information at any time after the Initial Term by providing prior written notice to Subscriber, but (except as provided in Section 5.B below) Platts shall not increase its fees and charges for any Platts Information subscribed to hereunder more than once during any twelve (12) month period. For purposes of this Section 4.A, a renewal invoice is deemed to be sufficient notice of a fee increase.

B. **Changes in Authorized Users/Service(s).** Subscriber may request Platts to increase or decrease the number of Authorized Users for or by which the Platts Information is accessed, used, installed or displayed, subject to the following: (i) any increases to the number of Authorized Users or the addition of any new Service(s) that are agreed to by Platts shall be subject to upward adjustments on a pro-rated prospective basis and Platts shall adjust such fees to reflect Platts' rates in effect as of the date of the increase; and (ii) Subscriber may decrease the number of Authorized Users or terminate any existing Service(s) by giving Platts written notice at least thirty (30) days before the next renewal date of the applicable Services Attachment, such decrease or termination of the Service(s) and the corresponding adjustment of fees to take effect on the next renewal date. Subscriber shall comply strictly with all limitations and restrictions in this Agreement and the applicable Service(s) Attachment imposed on the number of Authorized Users and their use of the Platts Information.

C. **Late Payment.** Failure by Subscriber to pay any fees or other charges within thirty (30) days after the corresponding invoice date shall constitute a material breach of this Agreement and the applicable Services Attachment. Platts may assess a late charge at the rate of one and one-half percent (1½ %), or the highest rate permitted by law (whichever is lower), per calendar month on all amounts due and not paid within thirty (30) days after the due date until Subscriber makes payment in full. In addition to all other rights and remedies available to Platts at law or in equity, Platts also may suspend delivery of the Service(s) or any component thereof for as long as any such amount remains unpaid after such thirty (30) day period.

D. **Taxes.** If any fees paid to Platts hereunder are subject to withholding taxes by a country other than Platts' country of tax residence ("**Home Country**"), Subscriber shall provide to Platts an original receipt from the tax authorities of such other country evidencing the amount of tax withheld. Subscriber shall furnish such receipt when Subscriber pays such fee to Platts or as soon thereafter as is practicable. If Platts is denied a foreign tax credit due to the failure of Subscriber to provide satisfactory evidence of the amount withheld, Subscriber shall pay to Platts an amount sufficient to compensate Platts, on an after-tax basis, for the credit denied. The foregoing obligation of Subscriber shall survive the termination of this Agreement or any Services Attachment. If a tax treaty exists between the Home Country and the other country subjecting the fees to withholding taxes, Platts hereby elects to apply

the withholding rate applicable under such tax treaty. If Subscriber requires a special certificate from Platts to make the election, the form of certificate must be provided to Platts when this Agreement or the applicable Services Attachment is signed.

6. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** PLATTS, ITS AFFILIATES AND ALL OF THEIR SUPPLIERS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO THE PLATTS INFORMATION, INCLUDING THE SERVICE(S), INFORMATION, DATA, SOFTWARE OR PRODUCTS CONTAINED THEREIN, OR THE RESULTS OBTAINED BY THEIR USE OR AS TO THE PERFORMANCE THEREOF, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE.

A REFERENCE TO A PARTICULAR INVESTMENT, SECURITY, RATING OR ANY OBSERVATION CONCERNING A SECURITY OR INVESTMENT PROVIDED IN THE PLATTS INFORMATION IS NOT A RECOMMENDATION TO BUY, SELL OR HOLD SUCH INVESTMENT OR SECURITY OR MAKE ANY OTHER INVESTMENT DECISIONS AND DOES NOT ADDRESS THE SUITABILITY OF ANY INVESTMENT OR SECURITY. NO USER OF THE PLATTS INFORMATION SHOULD RELY ON ANY INDEX, BENCHMARK, PRICE ASSESSMENT, OBSERVATION, OPINION OR OTHER INFORMATION CONTAINED IN THE PLATTS INFORMATION IN MAKING ANY INVESTMENT OR OTHER DECISION. THE PLATTS INFORMATION IS NOT A SUBSTITUTE FOR THE SKILL, JUDGMENT AND EXPERIENCE OF SUBSCRIBER, ITS MANAGEMENT, EMPLOYEES, ADVISORS AND/OR CLIENTS IN MAKING INVESTMENT AND OTHER BUSINESS DECISIONS.

NEITHER PLATTS, NOR ITS AFFILIATES OR THEIR SUPPLIERS GUARANTEE THE ADEQUACY, ACCURACY, AVAILABILITY, TIMELINESS OR COMPLETENESS OF THE PLATTS INFORMATION OR ANY COMPONENT THEREOF OR ANY COMMUNICATIONS, INCLUDING BUT NOT LIMITED TO ORAL OR WRITTEN COMMUNICATIONS (WHETHER IN ELECTRONIC OR OTHER FORMAT), WITH RESPECT THERETO. PLATTS, ITS AFFILIATES AND THEIR SUPPLIERS SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, INTERRUPTIONS OR DELAYS IN THE PLATTS INFORMATION. THE PLATTS INFORMATION AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND SUBSCRIBER'S USE OF THE PLATTS INFORMATION IS AT SUBSCRIBER'S OWN RISK.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER SHALL PLATTS, ITS AFFILIATES OR THEIR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOSS OF PROFITS, TRADING LOSSES, BUSINESS INTERRUPTION LOSSES, OR LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

PLATTS, ITS AFFILIATES AND THEIR SUPPLIERS SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST SUBSCRIBER BY THIRD PARTIES. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF PLATTS, ITS AFFILIATES, AND THEIR SUPPLIERS IN CONNECTION WITH THE PLATTS INFORMATION AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM(S) OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE FEES PAID BY SUBSCRIBER TO PLATTS UNDER THE APPLICABLE SERVICES ATTACHMENT FOR THE PLATTS INFORMATION IN QUESTION IN THE MONTH SUCH LIABILITY IS ALLEGED TO HAVE ARISEN. NOTHING IN THIS AGREEMENT SEEKS TO LIMIT OR RESTRICT LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THIS AGREEMENT, ANY SERVICES ATTACHMENT OR THE PLATTS INFORMATION MAY BE BROUGHT BY SUBSCRIBER MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.

7. **AUDIT/INSPECTION AND COMPLIANCE.**

A. **Audit.** Except as otherwise provided in a Services Attachment, Subscriber shall, during the term of this Agreement, maintain full and accurate records (including applicable data in electronic format) of all access to and use of the Platts Information for the most recent thirty-six (36) months. During the term of this Agreement and for a twenty-four (24) month period thereafter, Platts shall have the right, and Subscriber agrees to permit Platts or its representatives, including an independent third-party auditor chosen by Platts, during normal business hours and upon reasonable notice to Subscriber, to (i) audit and review, at Subscriber's location(s), during reasonable hours and at reasonable intervals, the terminals, workstations and/or any network on or by which any portion of the Platts Information is accessed; (ii) review, make copies of, and retain relevant portions of those records; and (ii) audit the manner of access to and usage of the Platts Information, in each case to confirm that fees and charges have been accurately determined and that Subscriber has observed the restrictions on use and access. Platts' failure to conduct an audit pursuant to this Section 7 shall not relieve Subscriber from its responsibilities to comply fully with the terms and conditions of this Agreement and all Services Attachments. Platts shall bear the costs of any such audit and/or inspection, unless such audit and/or inspection reveals an

underpayment to Platts of five percent (5%) or more; in such case, Subscriber shall reimburse Platts for its costs and expenses in conducting such audit and/or inspection. To the extent that the Platts Information is delivered to Subscriber via email, Platts may incorporate tracking mechanisms to enable Platts to determine whether restrictions on use are being violated. Such tracking mechanisms shall allow Platts to collect information about whether the Platts Information distributed by Platts to Authorized Users via e-mail is forwarded to other e-mail addresses and to determine the IP address or other information regarding such other destination e-mail addresses. Platts reserves the right to use such IP address or other e-mail address information to enforce Platts' rights in the event it believes unauthorized redistribution of the Platts Information has occurred.

B. **Compliance.** Subscriber shall, at Platts' request, promptly provide a written certification by a senior officer that Subscriber is in full compliance with any Authorized User and other license restrictions set forth in this Agreement, including in any Services Attachment(s). In the event that Subscriber accesses the Platts Information via a Network Operator, Platts may use information obtained by Platts from such Network Operator to verify access to and use of the Platts Information by Subscriber. Subscriber agrees to cooperate fully with Platts in reconciling any disparities in Authorized User counts or other licensing disparities revealed by such verification procedure, and Subscriber shall promptly pay Platts or Platts shall credit Subscriber's account, as appropriate, for the pro rata difference, if any, between the amount of fees actually charged to Subscriber by Platts and the amount that should have been charged based upon such reconciliation.

8. **PLATTS' PROPRIETARY RIGHTS/INJUNCTIVE RELIEF.**

A. All rights (including copyrights, trade secrets, database rights and trademark rights) in the Platts Information, including all information, data, price assessments, analytics, analyses, indices, benchmarks, symbology, software, products and documentation contained or included therein, are and shall remain the sole and exclusive property of Platts, its affiliates and their Suppliers. Subscriber acknowledges that the Platts Information is compiled, prepared, revised, selected, coordinated, and arranged by Platts, its affiliates and/or their Suppliers through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money, and the Platts Information constitutes the valuable intellectual property of Platts, its affiliates and their Suppliers. Subscriber shall take all precautions that are reasonably necessary to: (i) prevent access to the Platts Information or any component thereof by any individual or entity that is not an Authorized User other than distributions permitted under Section 1.B or 1.D; (ii) prevent any unauthorized distribution or redistribution of the Platts Information, either internally or externally; and (iii) protect the copyrights, trade secrets, database rights, trademarks and other proprietary rights of Platts, its affiliates and their Suppliers in the Platts Information, including, but not limited to, any contractual, statutory, or common-law rights, during and after the term of this Agreement or of any Services Attachment. Subscriber shall honor and comply with all reasonable requests made by Platts to protect the rights of Platts, its affiliates, and their respective Suppliers in the Platts Information. No rights are granted to Subscriber with respect to the Platts Information other than those expressly set forth in this Agreement and/or any Services Attachment. Except as otherwise specifically provided herein and therein, Platts reserves all rights to the Platts Information that are not expressly licensed hereunder and thereunder, and neither this Agreement nor any Services Attachment shall be construed to transfer to Subscriber any right to, or interest in, the Platts Information, or in any copyright, trademark or other proprietary right pertaining thereto.

B. Copying of, use of, access to or distribution of the Platts Information or any information, data or software contained therein in breach of this Agreement and/or any Services Attachment shall cause Platts, its affiliates and/or their respective Suppliers irreparable injury that cannot be adequately compensated for by means of monetary damages. Platts, its affiliates and their Suppliers may enforce any breach of this Agreement by Subscriber by means of seeking equitable relief (including, but not limited to, injunctive relief and temporary and preliminary injunctive relief) in addition to any and all other rights and remedies that may be available, without the need to prove irreparable harm, or post a bond or other security. In the event Platts has reasonable grounds to believe Subscriber is violating the terms and/or conditions set forth in this Agreement and/or any Services Attachment, Platts shall have the right to suspend delivery of, or Subscriber's access to, the Platts Information.

C. If Platts or Subscriber wishes to use promotional material referring to the other party, its services or marks, the party desiring to use such material shall, before using it, submit such material to the other party for review and written approval, which review and written approval shall not be unreasonably delayed, withheld or conditioned.

D. Subscriber: (i) will not participate, or assist or encourage others to participate, in a denial-of-service attack against, or any activity intended to interfere with or disrupt access to, any Platts databases, websites or servers; and (ii) will not exceed two API calls per second and 5000 API calls per day, or request the same data more frequently than once every sixty (60) seconds. If Platts believes that Subscriber has violated this provision, whether intentionally or inadvertently, in addition to all other rights and remedies that Platts has under this Agreement or applicable law, Platts shall have the right, exercisable at Platts' sole discretion, to suspend immediately Subscriber's access to the Platts databases, websites, servers and the Platts Information.

9. **INDEMNIFICATION.** Subscriber shall indemnify and hold harmless Platts and its Suppliers from and against any and all costs, claims, damages, expenses and liabilities (including, but not limited to, reasonable legal expenses and court costs) arising from any breach of this Agreement and any Services Attachment(s).

10. **ASSIGNMENT/CHANGE OF CONTROL.** Subscriber may not assign or transfer (including, but not limited to by operation of law) this Agreement, including any Services Attachment, without the prior written consent of Platts, which shall not be unreasonably withheld, and any attempted assignment or transfer shall be null and void and shall constitute a material breach of this Agreement. In addition to and notwithstanding the foregoing, if the ownership of Subscriber at any time shall pass out of the majority control of its then-current owners by sale of stock or assets, merger or otherwise, Subscriber shall give Platts written notice not fewer than thirty (30) days before the effective date of any such change of control. Platts shall have the right to terminate, at Platts' sole discretion for any or no reason, any or all affected Services Attachments by providing written notice to Subscriber within thirty (30) days following receipt of such notice of change of control. If Platts does not elect to terminate all or any Services Attachments as a result of such change of control, Subscriber acknowledges and agrees that it shall continue, and shall cause its new owner to continue, to comply with all of the terms and conditions of this Agreement and any Services Attachments attached hereto through the remainder of the Term(s) of such Services Attachments. Notwithstanding anything in this Section 10 to the contrary, if Subscriber at any time acquires the stock, assets or business of any other entity, or Subscriber is acquired by another entity, Subscriber shall not have the right to add any additional Authorized Users under any applicable Services Attachment without Platts' prior written authorization.

11. **MISCELLANEOUS.** This Agreement, together with all Services Attachments, exhibits, addenda, and amendments, represents the entire agreement between the parties hereto in respect of its subject matter and supersedes all previous agreements, representations, discussions, understandings or writings between the parties with regard to its subject matter. There are no oral or written collateral representations, agreements or understandings. In the event any conflicts between the English language version of this Agreement and any translations hereof, the English language version shall prevail. The provisions and terms of any purchase order or other agreement shall be of no effect and shall not in any way extend or amend the terms and conditions set forth in this Agreement unless expressly accepted in writing and signed by an authorized representative of Platts. The terms of this Agreement, together with all applicable Services Attachments, shall be kept confidential by the parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered in a ".pdf" data file or any other electronic format, such signature shall create a valid and binding obligation of the party signing the Agreement, with the same force and effect as if such ".pdf" signature page or other electronic signature were an original thereof. Platts shall have no responsibility or liability for any delays or interruptions in or failures of its performance under this Agreement beyond its control, including, but not limited to, acts of nature, acts of governmental authority, fire, acts of war, terrorism, flood, strikes, epidemics, pandemics, severe or adverse weather conditions, power failures or communications line or network failures. No amendment of this Agreement shall be binding upon the parties unless in writing and signed by authorized representatives of Platts and Subscriber. No waiver of any term or condition of this Agreement shall be effective unless agreed to in writing by the party making the waiver. If any term or condition hereof is found by a court, administrative agency or jurisdiction to be unenforceable, the remaining terms and conditions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law. No action taken by either party shall constitute or be deemed to constitute that such party is the agent of the other, or imply that the parties intend to constitute a partnership, joint venture, or other form of association in which either party may be liable for the acts or omissions of the other. This Agreement and all Services Attachments and all claims arising out of or relating to this Agreement, any of the Services Attachments or the Platts Information shall be interpreted, construed and enforced in accordance with the applicable federal laws of the United States and the laws of the State of New York without giving effect to the conflicts of laws provisions thereof. The parties hereto and their successors and assigns consent to the exclusive jurisdiction of any courts located in the State of New York, County of New York, for the resolution of any disputes arising from or related to this Agreement, any of the Services Attachments or the Platts Information, and waive any claim of inconvenient forum. Sections 1.C, 1.E, 1.F, 3, 4.C, 5.A, 5.C, 5.D, 6, 7, 8, 9, 11 and 13 shall survive any termination of this Agreement or any Services Attachment.

12. **COMPLIANCE WITH LAW.**

A. **General.** Subscriber covenants that it shall, during the entire period of this Agreement, comply with all applicable laws and regulations including but not limited to all anti-corruption, economic sanctions, and anti-money laundering laws and regulations of the United States and other jurisdictions that are applicable to Subscriber. Subscriber agrees that it will not engage in, and represents that it is not currently engaged in, the operation of any unlawful transactions or business and that it will not use or permit anyone to use the Platts Information for any unlawful purpose, and that it will not cause any person, including Platts, to violate any applicable laws, including Sanctions (as such term is defined below). Nothing in this Agreement shall be construed to mean that Platts or

Subscriber is required to take any action that Platts determines, in its sole discretion, to be contrary to, or prohibited by, any applicable economic sanctions, or otherwise in violation of any applicable laws or regulations. In the event that Platts determines in its sole discretion that performing one or more of its obligations under this Agreement would be prohibited by any such laws, Platts' failure to perform such obligations shall not constitute a breach of this Agreement by Platts, and Platts shall not be liable to Subscriber or any third party for any damages arising as a result of Platts' failure to perform such obligations.

B. **Sanctions.** As of the date of this Agreement and the applicable Services Attachments, to the best of Subscriber's knowledge, Subscriber represents and warrants that: (i) neither Subscriber nor any of Subscriber's affiliates, or any director or corporate officer of Subscriber or any of its affiliates, is the subject of any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the European Union, the United Nations Security Council or other applicable sanctions authority (collectively, "**Sanctions**"); (ii) Subscriber is not 50% or more owned or controlled, directly or indirectly, by any person or entity that is the subject of Sanctions; (iii) Subscriber is not an agency or instrumentality of, or an entity owned or controlled by, the government of a jurisdiction that is the subject of territorial Sanctions, or located, organized, or resident in a country that is the subject of territorial Sanctions; and (iv) no entity 50% or more owned or controlled by a direct or indirect parent of Subscriber is the subject of Sanctions. To the best of Platts' knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of Platts is the subject of Sanctions. For so long as this Agreement is in effect, each party will promptly notify the other if any of these circumstances change. Platts shall have the right to immediately terminate all applicable Services Attachments, along with this Agreement (collectively, the "**Contract**"), if Platts determines, in its sole discretion, that Platts is required to terminate the Contract to comply with applicable law, or that Subscriber has breached any of the representations or covenants contained in this Section 12.B or in Section 12.A. Subscriber shall not distribute or redistribute the Services to any person that is the subject of Sanctions without the prior written consent of Platts.

C. **Data Protection.** Platts' provision of the Platts Information, as well as Subscriber's access to and use of the Platts Information, are subject to the terms of the S&P Global - Data Protection Appendix as set forth at www.platts.com/data-protection-appendix, which terms are incorporated into and made a part of this Agreement and are subject to modification by Platts from time to time.

13. **NOTICES.** All notices and other communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly delivered if delivered by hand or by a widely recognized overnight delivery service (with evidence of the delivery date), or sent by prepaid post or certified mail, electronic mail, with acknowledgment by the receiving party as of the date received, addressed as follows or such other address as either party shall specify in a written notice to the other:

If to Platts:

S&P Global Platts (division of S&P Global Inc.)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

If to Subscriber:

Department for International Trade
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

No notice hereunder shall be given or made by facsimile.

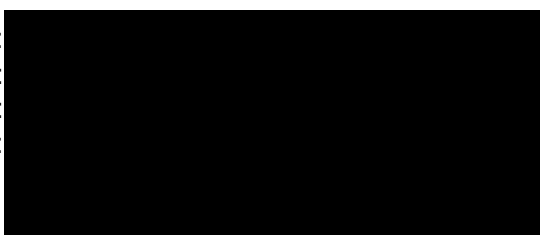
14. **COMMENCEMENT OF PLATTS INFORMATION.** Subscriber acknowledges and agrees that the terms of this Agreement and any applicable Services Attachment shall apply to Subscriber as soon as delivery of such Platts Information to Subscriber begins, provided that Platts will not be bound by any changes made by Subscriber to the terms and conditions of this Agreement or any Services Attachment until an authorized officer of Platts has agreed to them in a signed writing.

15. **ELECTRONIC AGREEMENT “OPT OUT”**. ☐ Unless either party hereto opts out by checking this box (therefore requiring the original Agreement be maintained in paper form), the parties agree that the electronic copy of this Agreement retained by Platts shall be the “original”, written, complete and exclusive statement of this Agreement.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the Effective Date.

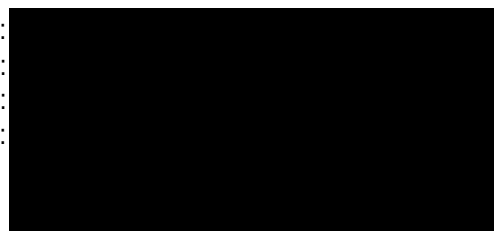
SUBSCRIBER

By:
Name:
Title:
Date:

A large black rectangular box used to redact the signature and details of the subscriber.

S&P GLOBAL PLATTS, a division of S&P Global Inc.

By:
Name:
Title:
Date:

A large black rectangular box used to redact the signature and details of S&P Global Platts.

SYSTEM ADMINISTRATOR: Print/Type Name: _____ Phone #: _____
Email Address: _____ Physical Address: _____

The System Administrator will issue or ensure that each Authorized User is issued his/her own internal user ID/password to access the Platts Information. Authorized Users may not share such internal user IDs/passwords, simultaneously or otherwise. Subscriber will inform Authorized Users of such restrictions and ensure their compliance.

5. Miscellaneous. Subscriber is solely responsible for the installation of network hardware and software for use with the Platts Information. Platts makes no representation or warranties, express or implied, as to the performance of the Platts Information in connection with Subscriber's network.

This Attachment, including any accompanying exhibits, supersedes all previous Attachments and exhibits between the parties with respect to the subject matter of this Attachment. Each of the undersigned parties acknowledges that he/she is authorized to sign this Attachment on behalf of, respectively, Subscriber and Platts. The signatures below are evidence of each party's agreement to be bound by the terms and conditions of this Attachment and any accompanying exhibits, the terms and conditions of which are incorporated herein by reference.

Sanctions. As of the date of this Attachment, to the best of Subscriber's knowledge: (i) neither Subscriber nor any of Subscriber's affiliates, or any director or corporate officer of Subscriber or any of its affiliates, is the subject of any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the European Union, the United Nations Security Council or other applicable sanctions authority (collectively, "Sanctions"); (ii) Subscriber is not 50% or more owned or controlled, directly or indirectly, by any person or entity that is the subject of Sanctions; (iii) Subscriber is not an agency or instrumentality of, or an entity owned or controlled by, the government of a country that is the subject of territorial Sanctions, or located, organized, or resident in a country that is the subject of territorial Sanctions; and (iv) no entity 50% or more owned or controlled by a direct or indirect parent of Subscriber is the subject of Sanctions. To the best of Platts' knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of Platts is the subject of Sanctions. For so long as the Agreement is in effect, each party will promptly notify the other if any of these circumstances change.

GDPR Compliance. Platts' provision of the Platts Information, as well as Subscriber's access to and use of the Platts Information, are subject to the terms of the S&P Data Protection Appendix as set forth at www.platts.com/data-protection-appendix, which terms are incorporated into and made a part of the Agreement and this Attachment and are subject to modification by Platts from time to time.

[illegible]