

## ICT SERVICES ADDENDUM (NON-CRITICAL SERVICES)

This addendum ("**Addendum**") is incorporated into and forms part of the agreement (the "**Agreement**") between Intercontinental Exchange Holdings, Inc. or one or more of its affiliates ("**ICE**") and the counterparty to the Agreement ("**Subscriber**") under which ICE provides certain ICT Services (as defined below) to one or more Regulated Service Recipients (as defined below). Solely with respect to the ICT Services, to the extent of any conflict between the terms of this Addendum and the main terms of the Agreement, this Addendum will prevail unless expressly provided otherwise.

### 1. INTERPRETATION

1.1 Capitalized terms not otherwise defined in this Addendum shall have the same meaning as the Agreement.

1.2 The following further terms shall have the meanings ascribed to them:

**"Additional Terms"** means the additional terms located here [https://www.ice.com/publicdocs/Additional\\_Terms\\_EU\\_Subscribers.pdf](https://www.ice.com/publicdocs/Additional_Terms_EU_Subscribers.pdf);

**"Applicable Laws"** means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (including any and all legislative and/or regulatory amendments or successors thereto), to which a party to the Agreement is subject;

**"DORA"** means Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector;

**"EU Financial Sector Regulations"** means DORA together with applicable supplementing regulatory technical standards, implementing technical standards, delegated acts and common guidelines referenced therein;

**"Force Majeure Event"** means the occurrence of any of the following events or circumstances, which are beyond the reasonable control of ICE and which could not have been prevented by the exercise of reasonable care and skill by ICE:

- (a) any national strike, lock-out or any other industrial action or labour dispute;
- (b) any act of war (whether declared or undeclared), invasion, armed conflict, act of a foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, sabotage, terrorism or the threat of sabotage or terrorism;
- (c) any act of state or other exercise of sovereign, judicial or executive prerogative by any government or public authority, including expropriation, nationalisation or compulsory acquisition or acts claimed to be justified by executive necessity;
- (d) any epidemic, plague, explosion, chemical or radioactive contamination or ionising radiation, lightning, earthquake, tempest, flooding, fire, cyclone, hurricane, typhoon, tidal wave, whirlwind, storm, volcanic eruption and other unusual and extreme adverse weather or environmental conditions or action of the elements, meteorites, collision or impact by any vehicle, vessel or aircraft or objects falling from aircraft or other aerial devices or the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speed;  
or

(e) any act of God.

**"ICT Services"** means such of the services provided by ICE under the Agreement that ICE has notified Subscriber in writing amount to ICT services within the meaning of DORA;

**"Personal Data"** has the meaning given to it in Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 (General Data Protection Regulation);

**"Regulator"** means any public authority in the European Economic Area (EEA) that regulates a Regulated Service Recipient's financial services activities, including any resolution authority;

**"Regulatory Requirements"** means any regulatory obligations by which a Regulated Service Recipient is bound in relation to its use of ICT Services;

**"Regulated Service Recipient"** means Subscriber and/or any affiliate of Subscriber authorized to receive or use ICT Services under the Agreement and identified pursuant to Sections 2.2 to 2.5 below;

**"Regulated Service Recipient Data"** means Personal Data and other data provided by a Regulated Service Recipient to ICE in connection with the ICT Services.

**"Service Levels"** are specified in Section 2.7;

**"Service Locations"** are specified in Section 2.8; and

**"SOC Report"** means a report describing the system and operational controls relevant to security, availability and confidentiality for certain ICE systems and including an independent third-party service auditor's report detailing tests and results for such controls.

## 2. TERMS

### Application

- 2.1 The terms of this Addendum apply only with respect to ICT Services which are received or used by the Regulated Service Recipients, and not to any other services provided by ICE under the Agreement.

### Regulated Service Recipients

- 2.2 ICE has agreed in writing with Subscriber to treat Subscriber and/or one or more of Subscriber's affiliates as Regulated Service Recipients with respect to the specified ICT Services for the purposes of this Addendum.
- 2.3 ICE may, in its sole discretion, update the list of Regulated Service Recipients, including at the request of Subscriber. Such request shall specify:
- (a) the full legal entity name of each such entity and the country in which it is registered;
  - (b) the regulatory status of each such entity;

- (c) which of the ICT Services each such entity receives, or intends to receive; and
  - (d) the commencement date of such ICT Services for each such entity.
- 2.4 From the date of ICE's agreement in writing to a request under Section 2.3 the relevant entity shall become a Regulated Service Recipient and the terms set out in this Addendum shall apply with respect to ICT Services provided to or used by such entity in accordance with the terms of the Agreement.
- 2.5 Subscriber must promptly notify ICE in writing of changes to the information specified in Section 2.3 with respect to any Regulated Service Recipient, including where there is a change in its regulatory status.
- 2.6 Any claim or exercise by a Regulated Service Recipient of rights under this Addendum, or request of a Regulated Service Recipient in relation to this Addendum, must be made by Subscriber on behalf of the relevant Regulated Service Recipient.

### **Service Levels**

- 2.7 The applicable Service Levels are:
  - (a) specified in the Agreement for the particular ICT Service, if applicable; and
  - (b) where no Service Levels are specified in the Agreement for a particular ICT Service, the levels of service currently provided to the Regulated Service Recipient or as otherwise provided in writing by ICE from time to time.

### **Location of ICT Services**

- 2.8 The Service Locations are the location(s) provided by ICE at the request of Subscriber.

### **Security**

- 2.9 ICE will implement appropriate ICT security requirements related to the availability, authenticity, integrity and confidentiality of Regulated Service Recipient Data, as specified in the confidentiality provisions in the Agreement and the Additional Terms, if applicable.
- 2.10 ICE will provide reasonable assistance to Subscriber or the relevant Regulated Service Recipient (beyond information already made available by ICE at its discretion, including information in the applicable SOC Report) in addressing any ICT incident which occurs in relation to the ICT Services provided by ICE ("**ICE ICT Incident**") that has a material adverse impact on the availability, authenticity, integrity or confidentiality of Regulated Service Recipient Data, or on the ICT Services. Any such assistance provided by ICE beyond that already set forth in the Agreement shall be at a cost pre-approved by the Regulated Service Recipient in writing prior to ICE delivering the relevant assistance.
- 2.11 An ICT incident which results from Subscriber, a Regulated Service Recipient or their contractor or agent:
  - (a) failing to maintain appropriate security arrangements;
  - (b) not meeting any minimum system requirements notified by ICE; or

- (c) using the ICT Services other than in accordance with the Agreement,

either in whole or in part shall not be considered an ICE ICT Incident. ICE may provide support and assistance with respect to such incidents at its sole discretion. ICE accepts no liability with respect to such support and assistance, and Subscriber agrees that it shall indemnify ICE on demand with respect to any costs or expenses incurred such support or assistance.

### **Participation in Training**

- 2.12 Subscriber agrees that it shall, acting reasonably and in good faith, consider whether ICE may by way of alternative to participating in a Regulated Service Recipient's security awareness programmes and digital operational resiliency training programmes instead provide such Regulated Service Recipient with details regarding ICE's own security awareness programmes and digital operational resilience training. Where Subscriber reasonably and in good faith believes additional training is required by ICE, Subscriber may request that ICE participate in Regulated Service Recipient's security awareness programmes and/or digital operational resiliency training, providing ICE with reasonable advanced written notice and details of such training. Any such participation shall be subject to mutually agreed written terms between ICE and Subscriber including terms on pre-agreed costs to be paid by Subscriber or the Regulated Service Recipient with respect to such training and conducted in a manner which minimizes disruptions to ICE's business (e.g. via video conference).

### **Insolvency**

- 2.13 ICE will provide such services as it has agreed with Subscriber in writing are reasonably necessary for a Regulated Service Recipient to access, recover and obtain in an easily accessible format Regulated Service Recipient Data within ICE's control in the event of termination of the Agreement for any reason, or the insolvency, resolution or discontinuation of the business operations of ICE. The retrieval of Regulated Service Recipient Data in such circumstances will be at the Regulated Service Recipient's expense.

### **Cooperation**

- 2.14 In the event that a Regulated Service Recipient becomes subject to any type of enquiry or intervention by the Regulated Service Recipient's Regulators, ICE shall, taking into account the nature of the ICT Services provided, fully cooperate with the Regulated Service Recipient's Regulators in connection with the provision of ICT Services to the Regulated Service Recipient, including persons appointed by the Regulated Service Recipient's Regulators.

### **Termination**

- 2.15 Without prejudice to the termination rights set out in the Agreement, Subscriber may terminate the provision of an ICT Service to a Regulated Service Recipient if any of the following events occur and are not remedied within sixty (60) days after receipt of written notice from Subscriber giving full particulars and in sufficient details for ICE to understand the Regulated Service Recipient's concerns and requesting ICE to remedy that event:

- (a) a Regulator requires the termination of the ICT Service and the Subscriber has provided to ICE a copy of a written communication or notice from the Regulator requiring such termination;
- (b) ICE is in material breach of Applicable Laws or the terms of the Agreement relating to the ICT Service;
- (c) Subscriber or a Regulated Service Recipient identifies evidenced circumstances that are directly attributable to or under the responsibility of ICE that are capable of materially altering the performance of the ICT Service, including material changes to the Agreement, and Subscriber has provided to ICE a copy of its internal risk assessment (or similar) identifying the circumstances and the likely consequences;
- (d) material weaknesses in ICE's overall ICT risk management, in particular directly related to the availability, authenticity, integrity, and confidentiality, of Regulated Service Recipient Data, have been evidenced by Subscriber or a Regulated Service Recipient in respect of the ICT Service, and Subscriber has provided to ICE a copy of its internal risk assessment (or similar) identifying the weaknesses and their likely consequences; or
- (e) there is a change of the conditions of, or circumstances related to, the relevant parts of the Agreement and the Subscriber has provided a copy of a written communication or notice from the Regulator evidencing the Regulator's view that they can no longer effectively supervise a Regulated Service Recipient as a result of that change.

2.16 In the event an ICT Service is terminated under Section 2.15(c) to (e), Subscriber shall pay to ICE all fees and charges payable in respect of the provision of the ICT Services for the period up to and including the end of the then-current term set out in the Agreement for that ICT Service, including in respect of any period in that term for which the ICT Service will no longer be provided as a result of such termination, and all such fees and charges shall be immediately due and payable to ICE upon such termination.

#### **Force Majeure**

2.17 Neither ICE nor Subscriber shall be liable for damages or penalties in the event their performance hereunder is impaired or prevented as a result of events of Force Majeure.

### **3. CHANGES TO THIS ADDENDUM**

ICE may amend this Addendum at any time by providing notice to Subscriber, which may be sent via email, and any such amendments will be binding on Subscriber effective ten (10) days from the date of such notice.

### **4. GOVERNING LAW**

This Addendum and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed in all respects by, and construed in accordance with, the governing law of the Agreement.