

TRAYPORT ENERGY REPORT TERM SHEET



PLEASE READ THESE TERM AND CONDITIONS BEFORE YOU USE OR VIEW THE TRAYPORT ENERGY REPORT

USE OF THE ATTACHED TRAYPORT ENERGY REPORT IS SUBJECT TO THESE TERMS. BY ACCESSING OR USING THE ATTACHED TRAYPORT ENERGY REPORT, YOU HAVE CONSENTED TO THE TERMS SET OUT BELOW. IF YOU DO NOT ACCEPT THESE TERMS, YOU ARE NOT GRANTED PERMISSION TO ACCESS THE TRAYPORT ENERGY REPORT AND YOU SHOULD NOT USE IT FOR ANY PURPOSE.

Name of Requestor	Trayport registered recipient of the Energy Report - MIFIDI Market Size Report
Term	Definition
"Contributor"	means an entity who has in whole or part provided data which the Energy Report utilises.
"Permission"	means the permission that is granted by Trayport to the Requestor to receive and/or make use of the Trayport Energy Report subject to the terms and conditions set out in this Term Sheet.
"Requestor"	means an individual or entity that is seeking to use the Trayport Energy Report for the Permitted Purpose.
"Permitted Purpose"	means any item of work as identified in Section A of this Term Sheet.
"Registered Recipient"	means any person who has registered with Trayport by email to receive the Trayport Energy Report at: marketingevents@trayport.com
"Term Sheet"	means this document.
"Trayport Analysis"	means the contents of the Trayport Energy Report.
"Energy Report" (the "Report")	means any report in whole or part or analysis or work that is produced by Trayport as described in this Term Sheet (of which the attached Trayport Analysis forms a part). This includes but is not limited to the Trayport Euro Commodities Report and the Market Sizing Report.

Grant of Permission	<p>Requestor acknowledges that the Trayport Energy Report and or any contents or compilation or reproduction or derivative thereof is the intellectual property of Trayport Limited.</p> <p>Subject to Requestor complying and remaining compliant to the terms set out in this Term Sheet, Trayport grants to the Requestor a revocable limited, non-exclusive licence to use the contents of the Trayport Energy Report for the Permitted Purpose. No other use of the Trayport Energy Report is permitted under this license. Requestor shall not publish, make copies, store, transmit in electronic form or by other means, create summaries and/or excerpts, reframe, redistribute the contents in whole or part of the Trayport Energy Report without Trayport's express consent. For the avoidance of doubt any access provided to Trayport Energy Report including for internal use will require all end recipients to request access directly from Trayport. Any use or access to the of the Trayport Energy Report must be by a Registered Recipient or someone that has obtained a licence from Trayport for such use. Use of the Trayport Energy Report by any other recipient shall be a breach of these terms and this license.</p> <p>It is a express condition of the grant of this license that Trayport may supply the company name submitted by the Requester to contributors. The Requestor hereby confirms that it consents to such disclosure by Trayport to Contributors.</p> <p>Should you wish to add additional Registered Recipients please register your the interest to Trayport via email to marketingevents@trayport.com.</p> <p>You are not permitted to use Trayport Energy Report or its contents for any Non-Permitted Use set out in Section B.</p> <p>Trayport reserves the right to withdraw this Permission at any point of time for any reason whatsoever.</p> <p>DISCLAIMER: Requestor acknowledges that the contents of the Trayport Energy Report is provided AS IS and Trayport does not make any representation or warranty in relation to the accuracy, reliability, compliance with regulation, fitness of purpose, completeness, and or merchantability of the contents of the Trayport Energy Report or any part thereof and Trayport expressly disclaims liability of any kind whether statutory or implied whatsoever whether arising and or in relation to the Trayport Energy Report or any part thereof. Nothing contained in the Trayport Energy Report shall be construed as legal, technical or other professional advice or be relied upon as such advice. Any clause of this Disclaimer declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder.</p> <p>Trayport reserves the right to amend these terms at any time. should you not accept the terms then you should cease using or accessing the report.</p>
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Duration	On-going unless terminated by either party at any point of time.
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Governing Law	This Term Sheet shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English courts, to which both parties submit. A person who is not a party to this Term Sheet set out shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term, provided that no right or remedy of any third party which exists or is available otherwise than by virtue of that Act shall be adversely affected by this Term Sheet.
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Section A - Permitted Purpose	Use by the Trayport registered recipient has registered to receive the Trayport Energy Report directly with Trayport and who has received the Report directly from Trayport. Use is for the Recipient's use only, with no rights of redistribution without Trayport direct consent. Should you wish redistribute the Trayport Energy Report internally each recipient should become a Registered Recipient. Distribution outside of your firm is strictly prohibited and the contents of the Trayport Energy Report are confidential and proprietary to Trayport and its licensors.
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Section B - Non-Permitted Use (or Restrictions)	Any other use other than specified in section A above or which is not compliant with this Term Sheet.
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