

Terms of Use

Version 1.0

Last updated: April 5, 2016

This website ("Site") is owned and operated by The Depository Trust & Clearing Corporation ("DTCC") and its affiliates. DTCC, together with its affiliates, shall be referred to herein as "The DTCC Companies." These Terms of Use ("Terms of Use") contain the terms and conditions that govern your access and use of the Site and the content, including (without limitation) the information, reports, graphics, tools, databases and other materials displayed on the Site (collectively, the "Content").

Subject to applicable laws and regulations, DTCC may change these Terms of Use at any time without notice. Changes will be posted to the Site. Your use of the Site after any changes have been posted will be subject to the Terms of Use as modified by such changes. Therefore, you should periodically review these Terms of Use for updates.

BY ACCESSING AND USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, INCLUDING THE TERMS OF DTCC'S PRIVACY POLICY, INCORPORATED BY REFERENCE BELOW, DESCRIBING DTCC'S COLLECTION, USE, TRANSFER AND OTHER PROCESSING OF YOUR PERSONAL INFORMATION, AND YOU EXPLICITLY CONSENT TO BE LEGALLY BOUND BY THEIR TERMS AND CONDITIONS AND, IF APPLICABLE, THAT YOU HAVE THE AUTHORITY TO BIND THE ENTITY ON WHOSE BEHALF YOU ARE USING THE SITE.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS OF USE, OR YOU DO NOT HAVE THE AUTHORITY TO BIND THE ENTITY ON WHOSE BEHALF YOU ARE USING THE SITE, YOU MAY NOT ACCESS OR USE THE SITE OR ANY OF THE CONTENT.

Use of the Site and Content

DTCC, on behalf of itself and each of the DTCC Companies (as applicable), hereby grants you a personal, limited, non-exclusive, non-transferrable, fully revocable license to access and use the Site and the Content, subject to the terms and conditions of these Terms of Use.

You will not, without the prior written permission of DTCC, reproduce, publish, redistribute, broadcast or retransmit the Content, frame or link to any part of the Content, database or archive the Content, create any derivative works from the Content, or use the Content to compete with or in a manner otherwise adverse to the DTCC Companies. Without limiting anything herein, you will not use any data included in the Content in the calculation of an index or as the basis of any financial instrument or investment product that is based on or seeks to match the performance of the values included in the data.

You will not use any automated device, computer program, tool, algorithm, bot or similar process or a manual process with similar effect to mine or systematically scrape, extract, copy or monitor the Site or the Content. You will not take any action that imposes an unreasonable or disproportionately large load of

traffic or other burden to the Site or technology infrastructure of the DTCC Companies. You will not interfere with any other persons' use or enjoyment of the Site or the Content.

Intellectual Property Rights

The Site and the Content are the property of the DTCC Companies and their third-party licensors and are protected by applicable copyright and other intellectual property laws. All rights not expressly granted to you in these Terms of Use are reserved by the DTCC Companies, as applicable. The Depository Trust & Clearing Corporation, DTCC, and all other names, logos, and icons identifying DTCC, any of the DTCC Companies or any of the DTCC Companies' products or services are the trademarks or service marks of the DTCC Companies. Third-party trademarks or service marks displayed on the Site are the property of their respective owners. Nothing in these Terms of Use grants you a license or right to use the trademarks, names or logos of the DTCC Companies or any third party.

Registration

Your use of certain portions of the Site requires that you complete a registration process. If you register with the Site, the Registered User Agreement that you enter as part of the registration process, rather than these Terms of Use will govern your use of the Site. During the registration process, you must provide DTCC with complete, accurate and up-to-date information. Failure to do so constitutes a breach of these Terms of Use, which may result in immediate termination of your access to the Site. During the registration process, you will be asked to create a password that is associated with your user name. You will not disclose your password to anyone and will immediately notify DTCC if you become aware of any loss, theft or unauthorized use of your password.

Privacy Policy

Please see DTCC's Privacy Policy for information regarding the collection and use of personal data from the Site (including personal data collected during the registration process), which is incorporated by reference in these Terms of Use.

Linked Sites

The Site may contain hyperlinks to third-party websites. The DTCC Companies have no control over such third-party websites, and DTCC is not responsible for (and under no circumstances shall be liable for) the contents, policies, accuracy or reliability of any websites hyperlinked to the Site. Moreover, these hyperlinks do not imply any endorsement of any third-party, website, product or service.

Availability

DTCC may, without notice, discontinue or change any of the Site or the Content at any time. The Content may contain references to products, programs and services that are not announced or available in your country or region. The DTCC Companies make no representation that such information, products, programs or services referenced on this website are legal, available or appropriate in your country or region.

Monitoring

DTCC reserves the right to view, monitor, and record activity on the Site, to the fullest extent permitted by law, without further notice to or permission from you.

Disclaimers; Limitation of Liability

THE SITE AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS, ERRORS, DEFECTS, INACCURACIES AND OMISSIONS. ACCORDINGLY, YOUR USE OF THE SITE AND THE CONTENT IS ENTIRELY AT YOUR OWN RISK. None of the Content shall be considered an offer or recommendation to buy or sell or a solicitation of an offer to buy or sell any security or instrument or to participate in any particular trading strategy. None of the Content is intended to constitute investment advice or a recommendation to make (or refrain from making) any kind of investment decision and may not be relied on as such. Historical data and analysis should not be taken as an indication or guarantee of any future performance, analysis, forecast or prediction. TO ENSURE COMPLIANCE WITH INTERNAL REVENUE SERVICE CIRCULAR 230, YOU ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES CONTAINED OR REFERRED TO HEREIN IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED UNDER THE INTERNAL REVENUE CODE, AND (B) AS A MATTER OF POLICY, DTCC DOES NOT PROVIDE TAX, LEGAL OR ACCOUNTING ADVICE AND ACCORDINGLY, YOU SHOULD CONSULT YOUR OWN TAX, LEGAL AND ACCOUNTING ADVISOR BEFORE ENGAGING IN ANY TRANSACTION.

THE DTCC COMPANIES DO NOT MAKE, AND SPECIFICALLY DISCLAIM, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ALL ASPECTS OF THE SITE. THE DTCC COMPANIES DO NOT IN ANY WAY GUARANTEE, AND SHALL NOT BE LIABLE FOR, THE ADEQUACY, QUALITY, ACCURACY, COMPLETENESS, AVAILABILITY, OR TIMELINESS OF CONTENT THAT IS MADE AVAILABLE OR OBTAINED BY WAY OF THE SITE, INCLUDING CONTENT CONTAINED THEREIN. THE DTCC COMPANIES DO NOT WARRANT THAT THE SITE OR THE CONTENT WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE DTCC COMPANIES DO NOT WARRANT THAT THE SITE DOES NOT CONTAIN VIRUSES OR OTHER CODE OR CONTAMINANTS THAT MIGHT BE HARMFUL TO YOUR EQUIPMENT OR SYSTEMS.

WITHOUT LIMITING ANY OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY, SHALL ANY OF THE DTCC COMPANIES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, AGENTS, CONSULTANTS OR THIRD-PARTY LICENSORS, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM, THESE TERMS OF USE OR THE

PERFORMANCE OR BREACH THEREO, OR FROM THE SITE OR THE CONTENT, THE USE PERFORMANCE THEREOF, OR ANY CONCLUSIONS OR ACTIONS BASED THEREON, EVEN IF THEY MIGHT HAVE ANTICIPATED OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Any claim that you bring relating to these Terms of Use or your use of the Site or the Content must be made within one (1) year of the date on which such claim accrued or will be deemed waived.

Indemnity

To the maximum extent permitted by law, you agree to indemnify the DTCC Companies and their directors, managers, employees, agents and consultants (the “Indemnified Parties”) in respect of, and hold each of them harmless from and against, any and all losses, liabilities, damages, fines, penalties, deficiencies, costs or expenses, including the reasonable fees and expenses of attorneys or other experts and professional advisers suffered, incurred or sustained by any of them, or to which any of them becomes subject, as a result of, any (a) third party claim arising from or related to your use of the Site or the Content; or (b) your violation of these Terms of Use.

Term; Termination

These Terms of Use will take effect when you first commence using the Site and its terms and conditions shall continue indefinitely. DTCC reserves the right, at any time, and for any reason to deny you access to the Site or any portion thereof, without notice.

Jurisdiction and Choice of Law

These Terms of Use shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. DTCC and you each agree to submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York or any court of the State of New York located in the County of New York in any action or proceeding arising from or relating to these Terms of Use, the Site, or any of the Content.

Miscellaneous

Your use of certain areas of pages of the Site may be governed by additional or different terms and conditions (“Specific Terms”), which will be disclosed to you when you access those areas or pages. By accessing such areas or pages, you agree to be bound by the applicable Specific Terms. In the event of a conflict between the Specific Terms and these Terms of Use, the Specific Terms shall control for the applicable areas or pages.

Except as otherwise set forth in a separate written agreement signed by an authorized representative of DTCC or any of the DTCC Companies or the Registered User Agreement, these Terms of Use, together with any applicable Specific Terms, constitute the entire understanding relating to the use of the Site and the Content and prevail over any prior or contemporaneous, conflicting or additional communications. The failure of DTCC to exercise or enforce any right conferred upon it by these Terms of Use shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any

time or times thereafter. No course of conduct between any of the DTCC Companies and you or any other party will be deemed to modify any provision of these Terms of Use. If any provision in these Terms of Use is determined to be void or unenforceable under applicable law, the remaining provisions of these Terms of Use will continue in full force and effect.

If you would like to contact DTCC regarding these Terms of Use, please contact:

The Depository Trust & Clearing Corporation
General Counsel's Office
55 Water Street
New York, NY 10041