

ON-LINE EVENTS AND WEBINARS SPONSORSHIP ON-LINE TERMS AND CONDITIONS

Following are the IHS Markit standard terms and conditions for participating in On-Line events and Webinars as sponsor, by executing an event order form as defined below, Sponsor accepts and agrees to be bound by these terms.

1. DEFINITIONS.

“Attendee List” means the list of the participants registering to the Event, including sponsors. Attendee List contains personal data of the registered participants to the Event, including Sponsor, other sponsors and speakers.

“Affiliate”: means any legal entity that directly or indirectly controls, is controlled by, or is under common control with either party (ownership of more than 50% of assets or stock with control over day-to-day operations). “Control” hereunder means the direct or beneficial ownership of a voting interest of at least fifty percent (50%) (or less in a foreign jurisdiction where majority ownership is prohibited by law) or the right or power, directly or indirectly, to elect a majority of the board of directors, or the right or power to control management.

“Event(s)”: means the On-line event or webinar as specified in the Order Form.

“Event Material”: means any document or material, including without limitation, proprietary advisory analytical research, information, data, reports, methods, techniques, formulas, research, reports, know-how, forecasts, analyses, commentaries and other content materials provided by IHS Markit in connection with the Event.

“Order Form”: means the written document executed by the Parties containing the description of the Event, sponsorship level and sponsorship Fee.

“Term”: means the term specified in Section 4 of this Agreement.

“Fees”: means an agreed amount Sponsor will pay to IHS Markit as set forth in the applicable Order Form. The Fees are exclusive of expenses and taxes, which will be charged separately to the Sponsor.

“Sponsorship Benefits”: means any benefits provided to Sponsor for such sponsorship as described in the Order Form.

“Sponsor Marks”: means any trademarks, copyrights, logos, and other marks owned by Sponsor to be used in connection with the Event.

2. SCOPE

2.1 During the Term of this Agreement, Sponsor shall sponsor the Event set forth on Order Form A and other Event(s) set forth in the applicable Order Form(s) executed by the parties which reference this Agreement and will be attached to and incorporated herein. The initial Order Form(s) are attached hereto and incorporated herein by reference. Each Order Form will detail the name, dates and location of the Event, Fees, Sponsorship Benefits, Sponsor Marks, and such other information as deemed relevant to the parties for such Event.

2.2 Each Order Form(s) shall be subject to the terms and conditions of this Agreement; provided that in the event of any conflict or discrepancy between this Agreement and an Order Form, the Order Form shall prevail.

2.3 IHS Markit, at its sole discretion, reserves the right to engage other sponsors and speakers for any Event or to subcontract any or all of its obligations under this Agreement or any Order Form(s) to subcontractors of its choosing.

2.4 IHS Markit, in its discretion, reserves the right to vary, postpone, add, drop modify or cancel any or all events or activities related to the Event or terminate the Agreement at any time, for any reason. IHS Markit shall refund any Fees received by IHS Markit for any Event that is cancelled by IHS Markit and not rescheduled for a date within one year of the date of the Event, except in the event of force majeure. IHS Markit accepts no other liability if, for whatever reason, the Event does not take place. Except otherwise expressly mentioned herein, Fees are not refundable.

2.5 Sponsor shall be entitled to promote its involvement in the Event under the provisions of this Agreement.

2.6 Sponsor details may be displayed as part of the attendee or registration lists (Attendees List). Sponsor may, at its election, receive a copy of the Attendee List. Sponsor shall not use Attendee Lists for purposes of direct solicitations, marketing purposes or other inappropriate use. Sponsor shall comply with all applicable Data Privacy laws and regulations.

3. FEES.

3.1 IHS Markit shall invoice Sponsor for the Fees set forth in the Order Form(s), which must be paid by the Sponsor in the currency stated in the invoice no later than 30 days prior to the date of the Event or within 30 days from the date of invoice, whichever occurs first. Any payments not received by IHS Markit by when due will be considered past due, and IHS Markit may choose to accrue interest at the lesser of one percent (1%) per month or the highest rate permitted in law. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. The interest shall be paid immediately on demand by IHS Markit. If any amount is not paid when due hereunder, IHS Markit shall be entitled to recover from Sponsor the costs and expenses incurred in connection with collecting the same (including without limitation reasonable costs of investigation and reasonable attorney fees). In addition to all other rights, IHS Markit, in its sole discretion, may terminate this Agreement if Sponsor does not pay any invoice within the cure period provided in section 4.2 of this Agreement. Sponsor has no right of set-off. Except in case of breach of this Agreement by IHS Markit or cancellation of any and all events or activities related to the Event in accordance with Section 2.4 of this Agreement, Fees are not refundable.

3.2 All Fees specified in this Agreement are exclusive of and Sponsor is solely responsible for payment of all federal, state, local, value-added, sales, use or other taxes applicable to the license grants under this Agreement, except for any taxes assessed upon the income of IHS Markit. If the parties make substantial changes to the Order Form(s), as may be agreed between the parties, then the Fees due under the applicable Order Form(s) will be adjusted accordingly, as mutually agreed upon in writing.

4. TERM & TERMINATION.

4.1 The Term of this Agreement begins on the Effective Date and continues until terminated in accordance with the terms of this Agreement.

4.2 Either party may terminate this Agreement if: (a) with thirty (30) days prior written notice to the other party for any reason; (b) the other party commits a breach of any material term or condition of this Agreement and does not cure such breach within thirty (30)

days of written notice thereof; or (c) the other party's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against the other party for relief under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days, or the other party is adjudged bankrupt. Neither party has to right to terminate for cross default. IHS Markit is entitled to cancel an Event or postpone in case of circumstances that prevents the Event to be hosted even if the circumstances cannot be considered a force majeure event. In this case, IHS Markit will allow to transfer any fees paid by Sponsor to future events.

4.3 Upon termination of this Agreement pursuant to Section 4.2, all Fees owed by Sponsor through the date of termination automatically and immediately become due and payable.

4.4 If Sponsor attempts to terminate this Agreement during the Term other than pursuant to Section 4.2, any Fees payable under this Agreement will be immediately due and payable to IHS Markit in full.

The termination of this Agreement as it applies to a particular Order Form does not terminate this Agreement in relation to any other Order Form(s) that is in progress at the time of such termination.

5. LICENSE / AUTHORISED USE / INTELLECTUAL PROPERTY.

5.1 Generalities. Each party grants to the other party a non-exclusive, limited and strictly personal license(s) to participate in the Event(s) as more particularly set out in the applicable Order Form. Unless otherwise specifically set forth herein, each party will be the sole owner of its own intellectual property rights incorporated in the Event. In not event shall either party receives any ownership rights in the Intellectual Property of the other party or the Event.

5.2 Event Materials. Each party is entitled to use the Event Material provided during the Event by the other Party, only for its internal business uses only and not for sale, sublicense, or for a commercial purpose. Neither party shall remove any copyright, trademark or other proprietary notices of the other Party or from any third party contained on or in Event Material. Each party may use the information from the Event Material for its and its Affiliates' internal business purposes including manuals, maps, papers, reports, documents and other materials which are not primarily copies of the Event Material and give credit to the other party in the following form: "Includes content supplied by © IHS Markit; Copyright (publication year). Neither party shall not disclose to third party the Event Materials without the other party's prior written approval. Subject to the provisions of this Agreement, if a party is permitted to share the findings or conclusions derived from or any report contained in the Event Material with any third party(s) as agreed in writing, this party shall do so at its own risk and shall remain solely liable for any act and/or omission by such third party(s). The disclosing party assumes all liability associated with any misuse of the Event Materials.

5.3 Sponsorship. During the Term, each party hereby grants to the other party a non-exclusive, limited, worldwide, royalty free non-transferable right and license to use, reproduce and display its own Marks, in connection with the Event or in materials promoting or referring to the Event in accordance with the rights and benefits granted under this Agreement. Each party will be the sole owner of or authorized user of any of its own Marks. As soon as possible after execution of each Order Form(s), each party shall provide to the other party its Marks for use by the other party in connection with the Event which shall be used in the manner stipulated by the Mark's owner, which may be amended from time to time. All usage of the Marks in promotional, sales, and related materials, whether tangible or on-line, for the Event, is deemed as proper use. Each party will indemnify, defend, and hold tthe other party, its Affiliates and its and their partners, principals, officers, directors, and employees, agents and other personnel harmless against any third party claim that any its Marks infringe the intellectual property rights of third parties, and will pay all damages and costs awarded by a court of final appeal attributable to such claim, except to the extent that any of the foregoing is the result of indemnifying party's negligence or intentional misconduct. The indemnified party shall provide notice of any such third party claim and shall reasonably cooperate at the indemnifying party's request and expense. The indemnifying party shall have sole control of the defense with respect to any third party claim (including settlement of such claim). The indemnifying party shall not agree to any settlement or consent to judgment that imposes restrictions on the indemnified party or requires any admission of liability or other action by the indemnified party without such party's prior written consent, which consent shall not be unreasonably withheld.

6. CONFIDENTIALITY.

6.1 Except as expressly set forth herein with regards to logo use, media releases and other such disclosures by IHS Markit, each party ("Recipient") shall keep in confidence the other party's ("Discloser") confidential or proprietary information (including all Event Material) disclosed to the Recipient during the Term of the Agreement and shall not be disclosed or used for any purpose other than as specifically authorized by the Discloser or as expressly provided in this Agreement. Recipient will protect Discloser's confidential information, using the same degree of care as it uses to protect its own information of like nature, but no less than a reasonable degree of care.

6.2 For the purpose of this section, "Confidential Information" means: (a) any Discloser business or technical information, including, without limitation, any information relating to Discloser's, its Affiliates', customers', vendors' or any other third parties' strategic goals, product plans, customer information and lists, designs, costs, prices, names, finances, marketing plans, business opportunities, personnel, research, development or know-how, technology, intellectual property, applications and source codes; (b) any other information of Discloser that is specifically designated as confidential or proprietary; or (c) any information that by its nature, Recipient knows or should know is confidential or proprietary; or (d) all data, reports, notes or other material derived from the information specified in (a) – (c) above, in any form whatsoever and contained in any format, whether prepared by the Discloser, the Recipient or otherwise.

6.3 Nothing herein shall be construed to limit the Recipient's use or dissemination of information that: (i) was in the lawful possession of the Recipient at the time of disclosure by Discloser without an obligation to keep it confidential; (ii) was in the public domain at the time of receipt or disclosure or subsequently becomes so through no fault of the Recipient; (iii) can be reasonably demonstrated to be developed by the Recipient at any time independently of the information disclosed to it by the Discloser; (iv) has been or hereafter may be rightfully acquired from third parties without obligation to keep confidential; (v) is disclosed by the Discloser with the prior approval of Recipient; (vi) is required to be disclosed by judicial or government requirement or order; or (vii) to regulatory authorities having jurisdiction over the Recipient at the request of such regulatory authorities.. The Recipient shall take reasonable steps to give the Discloser prior notice to contest such requirement or order (if legally permitted).

7. DATA PRIVACY

7.1 Sponsor may, at its election, receive the Attendee List. If Sponsor opts to receive the Attendee List, each Party shall comply with all applicable Data Privacy laws and regulations, including but not limited to California Consumer Privacy Act and the General Data Protection Regulation (the GDPR) and the Data Protection Principles contained in the Order Form in addition to Sponsor's obligations set forth in Section 6 (Confidentiality).

7.2 For the purposes of this Clause 7, if the Attendee List contains Personal Data protected under the GDPR, by receiving the Attendee List, Sponsor agrees to become Data Controller of the Personal Data contained on the Attendee List. The Parties respectively acknowledge that in relation to their obligations under this Agreement, they will each act as an **independent Data Controller**. For the avoidance of doubt, it is not envisaged that either party will be Processing Personal Data (and act as the Data Processor) on behalf of the other party.

7.4 Each party shall: (i) only process Personal Data in accordance with applicable laws and regulations and will, where required, obtain the consent from the relevant Data Subject to process Personal Data (ii) maintain all registrations and notifications under the applicable laws and regulations, including GDPR which are required for the performance of its obligations under this Agreement; (ii) maintain appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the Processing and the nature of the Personal Data to be protected; (iii) maintain procedures so that personnel and/or any third party the party authorises to have access to the Personal Data, including Data Processors, will respect and maintain the confidentiality and security of the Personal Data and may only Process the Personal Data under the instruction of the party; Promptly respond to any rights request from Data Subjects or enquires from supervisory authorities received and shall (a) use all reasonable efforts to assist the other party to comply with all obligations imposed on the other party where related to the Personal Data and required by applicable laws and regulations; and (b) promptly inform the other party about the receipt of any complaints from Data Subjects or enquires from supervisory authorities received relating to the Personal Data unless prohibited by law.

7.5 Upon reasonable request, each party will submit its processing documentation used for Processing the Personal Data to reviewing, auditing and/or certifying by the other party (or any independent or impartial inspection agents or auditors, selected by the requesting party and subject to reasonable objection) to ascertain compliance with the undertakings in this Section 7, with reasonable notice and during regular business hours.

7.6 If Sponsor opts to receive the Attendee List, in case the Personal Data may need to be exported outside the EU, Parties agree to execute the Standard Clauses of the European Union included in the Order Form. **8. WARRANTIES AND DISCLAIMERS.**

Each party represents and warrants that it is fully authorized to enter into this Agreement. Each party represents and warrants it owns or is solely entitled to use its Marks and use of Marks by it in accordance with this Agreement shall not infringe the rights of any third party. The Event and Event Material provided by a party under this Agreement is provided "AS IS" WITHOUT WARRANTY OF ANY KIND. Any party MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES REGARDING THE NUMBER OF ATTENDEES AT ANY EVENT, THE SUITABILITY OR DESIRABILITY OF THE SPONSORSHIP OR THE ACCURACY OR USEFULNESS OF ANY EVENT MATERIALS. EXCEPT AS SPECIFIED IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL EXPRESS OR IMPLIED, WRITTEN OR ORAL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EACH PARTY DISCLAIMS ALL OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR IN THE EVENT AND OTHERWISE. EACH PARTY ASSUMES ALL RISK IN PARTICIPATION ALL RELATED ACTIVITIES.

9. LIMITATION OF LIABILITY.

IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, ITS PRESENTERS OR SPEAKERS OR ITS THIRD PARTY CONTRACTORS, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE PERFORMANCE OF OR ALLEGED FAILURE TO PERFORM THIS AGREEMENT (INCLUDING LOSS OF DATA, PROFITS, REVENUE OR ECONOMIC GAIN ARISING OUT OF THE AGREEMENT OR THE USE OF THE PREMISES/FACILITIES REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OCCURRING.

The maximum aggregate contractual liability of a party, its employees, directors, officers, representatives and those of its Affiliates shall not, in any case, exceed the Fees paid or payable by Sponsor under this Agreement. Nothing in the foregoing shall be construed as limiting IHS Markit's statutory liabilities, including without limitation liability from fraud, damages related to death or personal injury directly arising out of IHS Markit's gross negligence or wilful act.

10. COMPLIANCE WITH LAWS.

Each party agrees to (i) obtain all the required permits and authorizations to perform its obligations under this Agreement and shall comply with all applicable conventions, laws, rules, regulations incident to any or all of its activities contemplated by this Agreement, including without limitation the US Foreign Corrupt Practices Act, US anti-boycott regulations, UK Anti-Bribery Act and the UK Modern Slavery Act, (ii) they will not promise, offer, give or receive bribes or corrupt actions in relation to the procurement or performance of this Agreement. For the purposes of this section, "bribes or corrupt actions" means any payment, gift, or gratuity, whether in cash or kind, intended to obtain or retain an advantage, or any other action deemed to be corrupt under the applicable country laws.

Event Materials provided by each party under this Agreement may be subject to export regulations by the UK and US government. Each party shall also comply with any and all applicable conventions, laws, rules, regulations incident to any or all of its activities contemplated by this Agreement.

11. FORCE MAJEURE.

Except for payment obligations, if the performance of any obligation under this Agreement and/or the Order Form(s), is prevented or interfered with by a Force Majeure Event (any act or condition whatsoever beyond the reasonable control of and not occasioned by the fault or negligence of the affected party, including, without limitation, acts of God, acts of terrorism, acts of nature or of a public enemy, acts of a federal government or any state or political subdivision thereof, internet brownouts, fires, floods, explosions, wars, or other catastrophes; labor disturbances, medical crisis and/or pandemic, freight embargos, or delays of a supplier or subcontractor due to such causes), the party so affected will be excused from such performance. The affected party shall inform the other party without undue delay.

12. MISCELLANEOUS.

12.1 Nothing herein shall constitute or be construed as constituting or establishing any legal partnership or joint venture or employment relationship between IHS Markit and the Sponsor for any purpose.

12.2 This Agreement along with the Order Form(s) sets forth the entire agreement between the parties and supersedes any and all prior proposals, agreements or communications, written or oral, of the parties with respect to the subject matter hereof. Nothing contained in any Sponsor-issued document(s) will in any way modify or add any additional terms or conditions to this Agreement.

12.3 This Agreement may not be modified, altered or amended, except by written instrument duly executed by authorized representatives of both parties.

12.4 No failure or delay by either party to exercise any right hereunder at any time operates as a waiver of such right at any future time.

12.5 Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party, in whole or in part, whether directly or by operation of law, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement to an Affiliate upon written notice to the other party, provided that no such assignment without the prior written consent of the other party shall relieve the assignor of its obligations hereunder. Any assignment or other transfer of this Agreement without the prior written consent of the non-assigning party, other than as permitted above, shall be null and void, and shall constitute a material breach of this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

12.6 This Agreement and any Order Forms are binding on the parties, their successors and assigns.

12.7 This Agreement is construed under the laws of New York without regard to its conflicts of law principles and each party hereby submits to the exclusive jurisdiction of the courts in New York, New York. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CLAIM, SUIT, PROCEEDING OR ACTION ARISING UNDER THIS AGREEMENT AND AGREE THAT ANY SUCH CLAIM, SUIT, PROCEEDING OR ACTION SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. The parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods. The English language version of this Agreement will be controlling in the interpretation or application of the terms of this Agreement.

12.8 If any provision of this Agreement is found invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining portions will remain in full force and effect.

12.9 All notices required under this Agreement must be in writing and delivered by commercially established courier service, facsimile with written confirmation of success, personal courier or via certified mail, return receipt requested, to the addresses specified on the first page of this Agreement or at such other address as the parties will designate in writing from time to time. Notices are deemed delivered when received by any of the above means. Any legal notices to IHS Markit must also be copied to "Attention: IHS Markit Legal Department, Deputy General Counsel."

12.10 Unless otherwise specified herein, any cause of action arising under this Agreement shall be asserted within two (2) years of the date upon which such cause of action accrued, or the date upon which the complaining party should have reasonably discovered the existence of such cause of action, whichever is later, unless otherwise specified herein.

12.11 No term of this Agreement is intended to confer a benefit on or to be enforceable by any person who is not a party to this Agreement.

12.12 The terms and conditions of this Agreement will survive the expiration or other termination to the full extent necessary for their enforcement and for the realization of the benefit thereof by the party in whose favor they operate.

12.13 Each person executing this Agreement on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to execute and deliver this Agreement.

12.14 This Agreement may be executed simultaneously in two or more counterparts, each or which will be considered an original, but all of which together will constitute one and the same instrument.

12.15 This Agreement may be executed (including by facsimile and electronic signature) in one or more counterparts, with the same effect as if the parties had signed the same document. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature.