



**Appendix E to Schedule 7 of the Information License Agreement – CME Benchmark Information License.**

**Version 5.2**

**Appendix E Effective Date:** \_\_\_\_\_

**Schedule 7 Effective Date:** \_\_\_\_\_

**Agreement Effective Date:** \_\_\_\_\_

**Service/s:**

Service Name	Service Type

**1. Benchmark Information Internal Display Device, Non-Display Benchmark Use & Additional Use licenses**

Benchmark Information Use Package Description	Fee/Fee Basis	Reporting Frequency/Unit of Count	Effective Date

**Benchmark Information Usage Package Fees Marked with an \* are displayed in the table below**

Description	Fee Details

**2. Definitions**

**Additional Use:** Use of Benchmark Information by Licensee Group as detailed in section 3.5 of this Appendix.

**Benchmark Administrator:** an individual or legal entity who performs benchmark administration services for Licensee Group in accordance with this Agreement.

**Benchmark Fallback(s):** the replacement rate that would apply to OTC Derivative(s) or Cash Market Instrument(s) referencing an alternative primary benchmark.

**Benchmark Information Weight:** the percentage allocation of Benchmark Information used in the creation of the Index Product.

**Calculation Agent:** a third party who is licensed with CME to provide calculation services for Licensee Group.



**Cash Market Financial Instrument(s):** are non exchange traded transferable securities and structured products as agreed between the parties and listed in Exhibit 2 to this Appendix.

**Client Agreement:** a written agreement between each Client and any Licensee Group entity for receipt and use of an Index Product by that Client.

**Derived Index Product(s):** the financial product(s) created using the Index Product(s) that can be either an OTC Derivative, a Cash Market Financial Instrument or Exchange Traded Product(s).

**Exchange Traded Product(s):** product(s) that are traded on an exchange and are listed in Exhibit 5 to this Appendix.

**End User(s):** an individual or legal entity that is a counterparty or guarantor to the applicable Cash Market Financial Instrument or OTC Derivative with the relevant Licensee Group entity.

**Index Service Provider:** the Benchmark Administrator or Calculation Agent or both listed in Exhibit 3 to this Appendix as applicable.

**Index Product(s):** those Index Product(s) listed in Exhibit 3 to this Appendix.

**Index Product Revenue:** all revenue earned by or owed to Licensee Group associated with or resulting from the licensing, sale, distribution, or use of Index Products, net of applicable taxes.

**Initial Term:** the applicable Effective Date for each Benchmark Information Use Package license set forth in Section 1 until December 31 of that calendar year.

**OTC Derivative(s):** are the non exchange traded derivative instruments as agreed between the parties and listed in Exhibit 1 to this Appendix .

**Renewal Term:** each successive calendar year following the Initial Term.

### 3. **Benchmark Information License Types**

3.1 Subject to the terms and conditions of the Agreement and payment of the relevant Fees, CME grants Licensee Group, the following limited, non-exclusive, non-transferable, non-sublicensable license(s) during the Term, as applicable:

#### **(A) Benchmark Information Internal Display Device Use**

3.2 To display internally within Licensee Group the Benchmark Information in the Internal Display Device Benchmark Information packages identified in section 1 of this Schedule, within the Service for its internal business purposes only. Such Information may not be used for Non-Display Benchmark Use without CME's prior written consent.

3.3 Licensee must report all internal display use of the Benchmark Information in accordance with Schedule 3 (Reporting) on a per Device Unit of Count, unless a different Unit of Count is identified in section 1 of this Appendix. The frequency of reporting is identified in section 1 of this Appendix.

#### **(B) Benchmark Information Internal Non-Display Use**

3.4 To use the Benchmark Information in the Non-Display Benchmark Information Use packages identified in section 1 of this Appendix, for the specified type of Non-Display Benchmark Use identified in section 1. Such Benchmark Information may not be displayed on any Device, without CME's prior written consent.

#### **(C) Benchmark Information Additional Use**

- 3.5 Subject to the Licensee Group maintaining both an internal display and Internal Non-Display Benchmark Use license for the same Benchmark Information, Licensee Group may additionally use the Benchmark Information in the Benchmark Information Additional Use packages identified in section 1 of this Appendix, for the specified type of Additional Use identified in section 1. Each type of Additional Use is detailed below.

### 3.5.1 Additional Use Types

#### 3.5.1.1 **OTC Derivative Use**

- (i) Unless otherwise set out herein, no Licensee Group entity may use the Benchmark Information:
  - (a) to provide central counterparty clearing services; or
  - (b) for any purpose not specifically permitted in this Agreement, including the creation of derivative works (for example benchmark rates or indices).
- (ii) If the section 1 grid lists Licensee Group's Additional Use as "**OTC Derivative Use - External**", then this Additional Use license only permits activities **(a), (b), (d) and (e)** listed below in section 3.5.1.1 (v)
- (iii) If the section 1 grid lists Licensee Group's Additional Use as "**OTC Derivative Use - Internal**", then this Additional Use license only permits activities **(a) and (e)** listed below in section 3.5.1.1 (v).
- (iv) If the section 1 grid lists Licensee Group's Additional Use as "**OTC Derivative Use - Benchmark Fallback**", then this Additional Use license only permits activity **(c)** listed below in section 3.5.1.1 (v).
- (v) "**OTC Derivative Use**" means use of the relevant Benchmark Information for the following activity:
  - (a) As a reference level in OTC Derivatives that are transacted between different Licensee Group entities.
  - (b) As a reference level in OTC Derivatives that are transacted between a Licensee Group entity and one or more third parties. To support the foregoing, Licensee Group may include relevant extracts of Benchmark Information in its marketing material for the specific OTC Derivatives in which the relevant Benchmark Information is used as the reference level e.g. where the Licensee Group entity needs to show the most recent underlying index level for price transparency. When undertaking the foregoing, the Licensee Group entity shall ensure that the extracts of Benchmark Information are inserted in such a way so that they (i) are not machine readable, (ii) cannot be downloaded, (iii) are primarily displayed in the form of a chart or a graph or a combination of both. However, as an exception, Licensee Group may display one or more extracts of the Benchmark Information as a static instance(s) in which each extract contains up to five (5) index levels in a numerical format, provided that these numerical extracts are separated by other non-Benchmark Information material (charts, graphs, text) and do not form a continuous data sequence; and (iv) do not act as a substitute for Benchmark Information. Licensee is not required to report to CME each ad hoc disclosure made to the third party pursuant to this paragraph.
  - (c) As a Benchmark Fallback in OTC Derivatives and disclose the relevant extracts of Benchmark Information to its End User as necessary to facilitate the Benchmark Fallback.
  - (d) To disclose the Benchmark Information that is used as a reference level in an OTC Derivative to its End User for the purposes of identifying the reference level used in the OTC Derivative.
  - (e) Where Licensee Group is a direct counterparty to the OTC Derivative, the Licensee Group may use Benchmark Information in valuation and pricing activities of the relevant OTC Derivative, which includes but is not limited to, collateral calculations, interest rate calculations, the creation



of pricing, discount and forward curves, and the Licensee Group may share the results with the End User.

(vi) Additional Reporting

At the request of CME, Licensee shall report to CME via CME's specified electronic reporting system, the notional outstanding value of all OTC Derivatives that used the CME Benchmark Information. If such reports are requested, unless otherwise specified by CME, such reports are due on an annual basis and must be submitted to CME no later than the last business day of February of each calendar year.

3.5.1.2 **Cash Market Financial Instrument Use**

- (i) Unless otherwise set out herein, no Licensee Group entity may use the Benchmark Information:
  - (a) to provide central counterparty clearing services; or
  - (b) for any purpose not specifically permitted in this Agreement, including the creation of derivative works (for example benchmark rates or indices).
- (ii) If the section 1 grid lists Licensee Group's Additional Use as "**Cash Market Financial Instrument Use - External**", then this Additional Use license only permits activities **(a), (b), (d) and (e)** listed below in section 3.5.1.2 (v)
- (iii) If the section 1 grid lists Licensee Group's Additional Use as "**Cash Market Financial Instrument Use - Internal**", then this Additional Use license only permits activities **(a), (d) and (e)** listed below in section 3.5.1.2 (v).
- (iv) If the section 1 grid lists Licensee Group's Additional Use as "**Cash Market Financial Instrument Use - Benchmark Fallback**", then this Additional Use license only permits activity **(c)** listed below in section 3.5.1.2 (v).
- (v) "**Cash Market Financial Instrument Use**" means use of the relevant Benchmark Information for the following activity:
  - (a) As a reference level in Cash Market Financial Instruments that are transacted between different Licensee Group entities.
  - (b) As a reference level in Cash Market Financial Instruments that are transacted between a Licensee Group entity and one or more third parties. To support the foregoing, Licensee Group may include relevant extracts of Benchmark Information in its marketing material for the specific Cash Market Instrument where the relevant Benchmark Information is used as the reference level e.g. where the Licensee Group entity needs to show the relevant recent underlying index level for price transparency. When undertaking the foregoing, the Licensee Group entity shall ensure that the extracts of Benchmark Information are inserted in such a way so that they (i) are not machine readable, (ii) cannot be downloaded, (iii) are primarily displayed in the form of a chart or a graph or a combination of both. However, as an exception, Licensee Group may display one or more extracts of the Benchmark Information as a static instance(s) in which each extract contains up to five (5) index levels in a numerical format, provided that these numerical extracts are separated by other non-Benchmark Information material (charts, graphs, text) and do not form a continuous data sequence, and (iv) do not act as a substitute for Benchmark Information. Licensee is not required to report to CME each ad hoc disclosure made to the third party pursuant to this paragraph;
  - (c) As a Benchmark Fallback in Cash Market Financial Instruments and disclose the Benchmark Fallback to End User as necessary.
  - (d) To disclose the Benchmark Information that is used as a reference level in a Cash Market



Financial Instrument to its End User for the purposes of identifying the reference level used in the Cash Market Financial Instrument.

- (e) Where a Licensee Group entity is a direct counterparty to the Cash Market Financial Instrument, the Licensee Group entity may use Benchmark Information in valuation and pricing activities of the relevant Cash Market Financial Instrument, which includes but is not limited to, collateral calculations, interest rate calculations, the creation of pricing, discount and forward curves, and the Licensee Group may share the results with the End User.

(vi) Additional Reporting

At the request of CME, Licensee shall report to CME via CME's specified electronic reporting system, the notional outstanding value of all Cash Market Financial Instruments that used the CME Benchmark Information. If such reports are requested, unless otherwise specified by CME, such reports are due on an annual basis and must be submitted to CME no later than the last business day of February of each calendar year.

3.5.1.3 **Index Product Use**

- (i) Unless otherwise set out herein, no Licensee Group entity may use the Benchmark Information:

- (a) to provide central counterparty clearing services;
- (b) use in an exchange traded contract or product, or
- (c) for any purpose not specifically permitted in this Agreement, including the creation of derivative works (for example benchmark rates or indices).

- (ii) If the section 1 grid lists Licensee Group's Additional Use as "**Non Sublicensed Index Products Type A**", then this Additional Use license only permits activities **(b), (c) and (e)** listed below in section 3.5.1.3 (vi).

- (iii) If the section 1 grid lists Licensee Group's Additional Use as "**Non Sublicensed Index Strategy Index Products Type B**", then this Additional Use license only permits activities **(a), (b), (c) and (e)** listed below in section 3.5.1.3 (vi).

- (iv) If the section 1 grid lists Licensee Group's Additional Use as "**Sublicensed Index Products Type A**", then this Additional Use license only permits activities, **(b), (c), (d) and (e)** listed below in section 3.5.1.3 (vi).

- (v) If the section 1 grid lists Licensee Group's Additional Use as "**Sublicensed Index Products Type B**", then this Additional Use license only permits activities **(a), (b), (c), (d) and (e)** listed below in section 3.5.1.3 (vi).

- (vi) "**Index Product Use**" means use of the relevant Benchmark Information for the following activity:

- (a) As a constituent input in the creation of an Index Product.
- (b) As a conversion factor, signal, trigger, screening, and weighting factor of constituents in an Index Product.
- (c) Each Licensee Group entity may use the Index Product(s) within the Licensee Group for performance measurement activities such as comparing/measuring financial instrument(s) returns against the Benchmark Information returns, reporting, risk analysis; and subject to section 3.5.1.3 (xii) below, for the purpose of creating Derived Index Products.

- (d) Each Licensee Group entity may license the Index Product(s) to Clients solely for the purposes of performance measurement activities, reporting, risk analysis; and for the purpose of creating Derived Index Products.
- (e) Each Licensee Group entity may distribute limited extracts of CME Benchmark Information to its Clients solely for the purposes of reconciling the Index Products, subject to each Licensee Group entity entering into a Client Agreement with each Client containing the following elements or uses substantially similar language to achieve the same meaning:

That the Client:

a) agrees that it shall not modify, adapt, reverse engineer, deconstruct, or decompose the Index Products into a format that is, resembles or otherwise acts as substitute for, the CME Benchmark Information used in the construction of the Index Products;

b) agrees all Intellectual Property Rights in the underlying CME Benchmark Information used to construct the Index Products, provided by CME, shall reside with CME; and

c) acknowledges that the Client will only use the Benchmark Information to reconcile Index Products provided by Licensee Group.

- (vii) Any Index Product(s) that are permitted to be created hereunder must not constitute a substitute for the Benchmark Information.
- (viii) Licensee accepts responsibility for ensuring that the creation and use of the Index Products is in compliance with applicable laws and regulations. Licensee will immediately inform CME if Licensee has reason to believe:
  - (a) That any Index Product will be from its inception, or is likely to become, or will become, a regulated benchmark pursuant to (i) any applicable law or regulation in any jurisdiction, including but not limited to (ii) the EU Benchmark Regulation (EU) 2016/1011; or (iii) its equivalent under retained EU legislation in the UK Benchmark Regulation (each as in force from time to time) ((i), (ii) and (iii) together the “**Index Product Benchmark Regulation**”); or
  - (b) The use of the Index Product by Licensee Group or a Client would subject CME to any legal or regulatory obligation which includes, but is not limited to, any requirements for CME to register, qualify, or perform duties as a benchmark administrator of the Index Product or assume any similar regulatory role under the Index Product Benchmark Regulation.

Should either (a) or (b) occur, CME reserves the right to immediately terminate this Appendix or any license individually on notice to Licensee.

- (ix) Licensee Group use of Index Service Providers.

- (a) Subject to section 3.5.1.3 (ix) (b) below, under an Additional Use - Index Product Use license, Licensee Group may disclose, for internal use within the Index Service Provider, relevant extracts of Benchmark Information licensed under this Appendix to an Index Service Provider in order for the Index Service Provider to undertake the following activity:
  - Analyze the input data to an Index Product;
  - Provide exception reports to Licensee Group or to Licensee Group’s other Index Service Providers as applicable;
  - Provide values of Index Products to Licensee or Licensee’s Clients or Licensee’s other Index Service Providers;



- Market all or a portion of an Index Product;
- Maintain records and report to regulators regarding all aspects of an Index Product; and
- Provide management information and statistics to Licensee Group or Licensee Group's other Index Service Providers as applicable.

(b) Licensee Group may only disclose the Benchmark Information to the relevant Index Service Provider, after Licensee has confirmed with CME that the Index Service Provider is licensed with CME (i) for the receipt of the relevant Benchmark Information and (ii) as a Calculation Agent or Benchmark Administrator. Licensee will ensure that Licensee Group immediately ceases the disclosure of such Benchmark Information if it becomes aware that the Index Service Provider is no longer licensed for (i) and (ii).

(c) Licensee accepts on behalf of Licensee Group that CME shall have no liability to Licensee Group, for the actions or inactions of an Index Service Provider and Licensee accepts on behalf of Licensee Group, all risks and responsibility for the receipt and use of an Index Product calculated by an Index Service Provider, for the services an Index Service Provider provides, and for the actions or inactions of an Index Service Provider, as if such actions or inactions were the Licensee's own.

(x) Each Licensee Group entity is strictly prohibited from licensing any Index Product to any third party who is not a Client or allowing or permitting any Licensee Group entity or any third-party, including any Client to create, distribute, settle, or maintain a) any exchange traded futures contract or option contract; b) any index.

(xi) Additional Reporting: where reporting is indicated as being applicable in section 1 of this Appendix, Licensee is required to report all Index Product Revenue. Such reports are due as set out in section 1.

(xii) The Licensee Group creates an Index Product that that uses fifty (50) percent or more of Benchmark Information by index constituent weight, the Licensee Group may only create a further Derived Index Product from that Index Product, if the Licensee Group also holds the either a (i) Cash Market Financial Product Use, (ii) OTC Derivative Use, or (iii) Exchange Traded Products Use license for the relevant Benchmark Information as applicable.

#### 3.5.1.4 **Derived Data Service Use**

(i) Unless otherwise set out herein, no Licensee Group entity may use the Benchmark Information:

- (a) to create, issue, list, or act as an intermediary for, any OTC Derivative Products, Cash Market Financial Products or other financial product;
- (b) to provide central counterparty clearing services;
- (c) to create any indices; or
- (d) for any purpose not specifically permitted in this Agreement, including the creation of (or as input data to) benchmark rates or indices.

(ii) If the section 1 grid lists Licensee Group's Additional Use as "**Valuation and Performance Reporting, Custodial and Trustee Services, Asset Security and Loan Servicing Use**", then the Additional Use license only permits activity **(a)** listed below in section 3.5.1.4 (viii)

(iii) If the section 1 grid lists Licensee Group's Additional Use as "**Derived Data Analytics Use**", then this Additional Use license only permits activity **(b)** listed below in section 3.5.1.4 (viii).





- (iv) If the section 1 grid lists Licensee Group's Additional Use as "**Derived Data Analytics Use With Limited Data Distribution**", then this Additional Use license only permits activities **(b) and (d)** listed below in section 3.5.1.4 (viii).
- (vi) If the section 1 grid lists Licensee Group's Additional Use as "**Analytics Solution and Application Use**", then this Additional Use license only permits activity **(c)** listed below in section 3.5.1.4 (viii).
- (vii) If the section 1 grid lists Licensee Group's Additional Use as "**Analytics Solution and Application Use With Limited Data Distribution**", then this Additional Use license only permits activities **(c) and (d)** listed below in section 3.5.1.4 (viii).
- (viii) "**Derived Data Services Use**" means use of the relevant Benchmark Information for the following activity:
  - (a) To provide valuation services, financial reporting, performance reporting, asset servicing, administration services and custodial services. To facilitate the foregoing, Licensee Group may include when needed, relevant limited extracts of Benchmark Information in the Derived Data Service documented in Exhibit 4 where the Licensee Group entity needs to show the relevant underlying index level for transparency, so long as the use of the limited extracts of Benchmark Information within the Derived Data Service does not (in CME's reasonable opinion) constitute a substitute for the Licensee Group customer needing a Benchmark Information license from CME. Licensee is not required to report to CME each ad hoc disclosure made to the third party pursuant to this paragraph.
  - (b) Creation of derived data sets within the Licensee Group that are created by combining and co-mingling Benchmark Information with additional data sets to provide valuation services, collateral calculations, interest rate calculations, pricing discount and forward curves ("**Data Analytics**"). The Data Analytics can be (i) used internally within Licensee Group or (ii) offered to Licensee Groups customers or (iii) used for both (i) and (ii).
  - (c) Creation of interactive customizable analytics solutions, applications and calculators that combine and commingle Benchmark Information with additional data sets to provide risk and portfolio management solutions, cash management and treasury solutions, valuation applications, which may be configured, modified, or otherwise tailored by the user to achieve a bespoke result ("**Customizable Data Analytics**"). The Customizable Data Analytics can be (i) used internally within Licensee Group or (ii) offered to Licensee Group's customers or (iii) used for both (i) and (ii).
  - (d) Distributing limited extracts of index level Benchmark Information to its customers solely for the purposes of identifying the rate used to provide the Derived Data Service subject to the terms and conditions set forth below.
- (1) To the extent Licensee distributes Benchmark Information to customers, such distribution must be subject to a written agreement with the recipients of such Benchmark Information that contains the following elements, or uses substantially similar language to achieve the same meaning, customer:
  - a) agrees that it shall not modify, adapt, reverse engineer, deconstruct, or decompose the Benchmark Information into a format that is, resembles or otherwise acts as substitute for, the Benchmark Information;
  - b) agrees all Intellectual Property Rights in the underlying CME Benchmark Information provided by CME, shall reside with CME;
  - c) agrees that it will not use the Benchmark Information for any illegal purposes.



#### **4. Benchmark Information Appendix E Term & Termination.**

- 4.1 Each Benchmark Information Use Package license will be effective as of the Effective Date for that license as set out in the section 1 grid of this Appendix and will continue for the Initial Term and will thereafter automatically continue for each subsequent Renewal Term unless terminated earlier in accordance with the terms herein.
- 4.2 Notwithstanding section 5.2(a) of the Information License Agreement, should Licensee not want this Appendix or an applicable license to automatically renew, Licensee shall provide CME with no less than ninety (90) Days' notice prior to the end of the Initial Term or Renewal Term (whichever is relevant) to terminate any Benchmark Information Use Package license and the license will end at the end of the then current Initial Term or Renewal Term, otherwise they will automatically renew pursuant to section 4.1 above. Should any such termination result in this Appendix having no licenses, then this Appendix will automatically terminate.
- 4.3 CME retains its unamended termination rights under the Information License Agreement which includes its ability to terminate any license granted hereunder on thirty (30) Days written notice. In addition CME may terminate this Appendix as a whole or any license individually with immediate effect in the event that any statute, rule, regulation, court order, or other judicial, administrative agency or legislative decree materially impairs CME's ability to grant a license hereunder.

#### **5. Post Termination**

- 5.1 Upon termination or expiration of this Appendix or any individual license hereunder, Licensee Group shall immediately purge and destroy all Benchmark Information, including all copies, to which the termination or expiration applies, from its electronic systems or otherwise in its possession (the **"Purge Obligation"**).
  - (i) This Purge Obligation does not apply to Benchmark Information stored by the Licensee Group in compliance with its obligations under applicable law or regulation as may be set out in Licensee Group's pre-existing internal compliance requirements, or as explicitly permitted under this Agreement.
  - (ii) If the entire Appendix terminates or expires, this Purge Obligation applies to all Benchmark Information licensed under this Appendix.
  - (iii) If an individual license terminates or expires, the Purge Obligation applies only to the Benchmark Information licensed under that specific license.
- 5.2 At CME's request, Licensee shall certify to CME in writing that Licensee Group has fully complied with the Purge Obligation set out in section 5.1 above. To the extent any Benchmark Information remains stored in accordance with an exception set out in section 5.1(i) above, Licensee Group shall not use such Benchmark Information for any other purpose including commercial purposes. This section 5.2 and section 5.1 above, shall survive the termination of this Appendix or the Agreement in general.
- 5.3 Notwithstanding the foregoing, for those Benchmark Information Additional Use packages where a maintenance period is indicated, the following additional provisions apply post termination of the relevant license:
  - (i) On and after the expiration or termination of this Appendix or the relevant Benchmark Information Additional Use package license, each Licensee Group entity shall only be permitted to continue to use the CME Benchmark Information Additional Use Packages licensed hereunder for activities that are strictly necessary to support the winding down of an existing financial product that used the Benchmark Information and was created before the termination date of the Appendix or license (a **"Pre-Existing Financial Product"**) and only for the shorter of either (a) the expiry date of the Pre-



Existing Financial Product, or (b) one (1) year from the termination date of this Appendix or license or (c) for the length of time required by law or regulation (the "**Pre-Existing Financial Product Maintenance Period**").

- (ii) During the Pre-Existing Financial Product Maintenance Period, no Licensee Group entity may enter into any extensions or amendments that would result in a maturity extension of any Pre- Existing Financial Product.
- (iii) All such use of the Benchmark Information during the Pre-Existing Financial Product Maintenance Period must be in accordance with the terms and conditions of this Agreement, including the obligation to pay Fees.
- (iv) Fees for the continued use of the CME Benchmark Information Additional Use packages during the Pre-Existing Financial Product Maintenance Period will be at 75% of the prevailing rate of Fees for Benchmark Information Additional Use.

## 6. Additional Terms

- 6.1 As of the Appendix Effective Date, this Appendix E supersedes every prior Appendix E executed between the parties.
- 6.2 Except as otherwise set out herein, no Licensee Group entity may use the Benchmark Information to issue or list or otherwise make available for trading, any financial products that are listed on an exchange, trading facility or other trading venue.
- 6.3 Except as set forth herein, no Licensee Group entity may (i) display (ii) distribute any Benchmark Information to any third party, or (iii) create any derivative works based upon the Information, without the prior written consent of CME.
- 6.4 To facilitate CME Group's compliance with applicable legal and regulatory requirements, Licensee shall, upon CME's request, provide a report detailing the total notional outstanding value or assets under management (in United States Dollars (USD)) of any financial product which references the Benchmark Information. Once requested, unless CME advises otherwise in writing, such reports are due on an annual basis and must be submitted to CME no later than the last business day of February of each calendar year.
- 6.5 Pursuant to an Additional Use license granted in this Appendix, the definition of Information Materials as it applies to section 2.13 of Schedule 7, will also include the following: a financial product, created, sponsored or otherwise issued by Licensee Group which cross refers to, incorporates by reference, or otherwise utilizes, the Benchmark Information in its definition, calculation or description, even if any such financial product is not directly created using the Benchmark Information (a "**Referencing Product**"). Licensee Group will therefore use the disclaimer set out in section 2.13 of Schedule 7 in all Information Materials for a Referencing Product.

**IN WITNESS WHEREOF**, each of the Parties has caused this Appendix to be duly executed in its name and on its behalf by the officer or representative duly authorized.

	Licensee	CME
Signature		



Print Name		
Title		
Company		
Date of Signature		

**Exhibit 1 to Appendix E of Schedule 7 of the Information License Agreement: OTC Derivative List**

1. swaps
2. security-based swaps
3. forwards
4. warrants
5. options

**Exhibit 2 to Appendix E of Schedule 7 of the Information License Agreement: Cash Market Financial Instruments**

1. business loans
2. money market instruments
3. floating rate notes
4. credit linked notes
5. asset backed securities
6. structured investment products
7. listed certificates

**Exhibit 3 to Appendix E of Schedule 7 of the Information License Agreement: Index Products**

**Index Products:** Please list below the Index Products:

Index Product	Index Product Description	Index Product Symbol (Ticker/ISIN)	Index Product Type	Effective Date	CME Benchmark Information	Calculation Agent (if applicable)	Benchmark Administrator (if applicable)

**Exhibit 4 to Appendix E of Schedule 7 of the Information License Agreement: Derived Data Service Use**

Description of Derived Data Service Provider Service(s)



<b>Name of Derived Data Service</b>	<b>Description of Licensee Service</b>	<b>Derived Data Services Use</b>
Portfolio Valuations	Security valuation or cattle valuations	Valuation and Performance Reporting, Custodial & Trustee Services, Asset Servicing Use

**Exhibit 5 to Appendix E of Schedule 7 of the Information License Agreement:**

<b>Name Of Exchange Traded Product</b>	<b>Listing Venue(s)</b>	<b>Index Product Being Referenced</b>
Name of ETP	Name of the exchanges where the product is being listed.	Name of the Licensee Group Index Product referenced