
SCHEDULE 2 - ENDOXA TERMS

The Endoxa Content (as defined in the "Definitions" section below) is incorporated into FIS' Position Reporting solution. As a condition to receiving access to and using the Endoxa Content through FIS' Position Reporting solution, Client hereby agrees to the following:

1. **ELIGIBILITY.** At all times during which Client has access to the Endoxa Content (the "**Covered Period**"):

1.1 Client represents and warrants that neither it nor any of its affiliates are, and during the Covered Period will not become, an individual or entity with whom FIS is prohibited from dealing by applicable law, including, without limitation, an individual or entity appearing on the consolidated lists of financial sanctions targets in the United Kingdom maintained by HM Treasury's Office of Financial Sanctions Implementation or any equivalent list in any applicable jurisdictions (each as updated from time to time) and Client and its affiliates shall not cause FIS to be in violation of any regulation administered by the United Kingdom Office of Financial Sanctions Implementation or equivalent law or regulation in any applicable jurisdictions;

1.2 Client will comply with all applicable laws relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010, the Foreign Corrupt Practices Act 1977 and laws enacted in accordance with the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transaction; and

1.3 Client warrants that it possesses and will continue to possess a financial services license or such other permissions as are necessary for its activities carried out or in relation to the jurisdictions in which it will use the Endoxa Content.

Client will indemnify FIS, each Member, and their respective affiliates from any fines imposed by a regulatory authority of competent jurisdiction, together with associated costs of investigation, dealing with regulatory authorities and remedial activities, incurred by the foregoing in connection with Client's breach of this Schedule 2. Client's liability under this indemnity shall be unlimited and unaffected by any liability provisions that might be contained in the Agreement.

2. **BREACH. TERMINATION.** Client will immediately notify FIS in writing via email if Client breaches the terms of this Schedule 2. FIS may suspend or terminate Client's right to access and use the Endoxa Content and/or the Position Reporting solution at any time if FIS reasonably determines that Client is, or is likely to be, in breach of any of its representations, warranties or other obligations under this Schedule 2. FIS may also suspend or terminate Client's right to access and use the Endoxa Content and/or the Position Reporting solution, in whole or in part, at any time if FIS is otherwise unable to provide or required to cease providing any of their content or information.

3. **INTELLECTUAL PROPERTY.**

3.1 Client will not, and will not permit or assist any third party to: (a) provide access to, distribute, sell or sublicense the Endoxa Content, or Client's access thereto, to a third party, (b) use the Endoxa Content on behalf of, or to provide any solution or service to, third parties, (c) use the Endoxa Content to develop a similar or competing solution or service, (d) reverse engineer, decompile or disassemble the Endoxa Content, except to the extent expressly permitted by law (and then only with prior written notice to FIS), (e) modify or create derivative works of the Endoxa Content, or (f) remove or obscure any solution identification or proprietary notices in the Endoxa Content.

3.2 To the extent that Client develops or generates any intellectual property rights in or to, or otherwise connection with the use of, the Endoxa Content ("**Foreground IP**"), or provides FIS with any feedback or suggestions relating to the Endoxa Content or Position Reporting solution ("**Feedback**"), Client hereby assigns all right, title and interest in and to such Foreground IP and Feedback to FIS. Further, Client hereby grants FIS a perpetual, irrevocable, royalty-free, non-transferable, worldwide, sub-licensable license to any intellectual property rights (other than Foreground IP) that are provided to FIS and used in connection with the Client's contributions to the development and use of the Endoxa Content.

4. **AOSPHERE LIMITED.**

4.1 The Endoxa Content is based in part on generic legal information provided to FIS by aosphere Limited ("**aosphere**"). Prior to accessing or using the Endoxa Content, Client must successfully complete the take on procedures required by aosphere, obtain a subscription to the Rulefinder Shareholding Disclosure solution provided by aosphere for the relevant jurisdictions relating to the rules and/or mandates licensed by Client from FIS ("**Subscription**"). If Client does not maintain its Subscription or modify its Subscription, FIS may be unable to offer and deliver the Endoxa Content to Client and, other than for audit and archival purposes Client will remove all content of the Rulefinder Shareholding Disclosure solution and elements of the Endoxa Content which derive from the Rulefinder Shareholding Disclosure solution from Client's processes, systems and records, and Client will certify in writing to FIS and aosphere that this has been done.



4.2 In connection with the foregoing, Client agrees to provide to FIS any information reasonably requested by FIS and hereby consents to FIS's transmission of such information along with Client's identity to aosphere, in each case, as may be reasonably requested by aosphere. Client will promptly notify FIS in writing at least 14 days prior to any anticipated expiration or termination of the Subscription (and in any event, will immediately notify FIS in writing if such Subscription expires, fails to renew or otherwise terminates for any reason during the Covered Period).

4.3 The legal information provided by aosphere is generic information and has not been tailored to reflect the specific circumstances of Client, and aosphere does not have any involvement in writing or verifying the Endoxa Content. Aosphere does not have any liability to the Client in relation to any of the arrangements contemplated in this Schedule 2 or the agreement to which this Schedule 2 is attached. The provision of aosphere's Rulefinder Shareholding Disclosure solution to FIS does not create any lawyer/client relationship between Client and aosphere Limited.

4.4 FIS will notify Client in the event that FIS is no longer entitled to receive further information from aosphere or any Member, which notice will describe in reasonable detail FIS's transition plan for the Endoxa Content independent from additional information provided by aosphere ("**Transition Notice**"). Client agrees to review the Transition Notice in good faith, provided that, if after such review, Client reasonably determines that continuing use of the Endoxa Content or other content provided by FIS is not in Client's best interest, Client may terminate its right to access and use the Endoxa Content with no additional liability upon written notice to FIS within 30 days of receiving the Transition Notice.

5. **DISCLAIMER.** THE ENDOXA CONTENT IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE ACCURACY, CURRENCY OR COMPLETENESS OF THE ENDOXA CONTENT; AND FIS AND ENDOXA HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES. CLIENT USES THE ENDOXA CONTENT SOLELY AT ITS OWN RISK. THE ENDOXA CONTENT IS NOT INTENDED TO MEET ANY LEGAL OBLIGATIONS AND NEITHER FIS NOR ENDOXA IS PROVIDING ANY LEGAL OR REGULATORY ADVICE IN CONNECTION THEREWITH. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER FIS NOR ANY MEMBER WILL BE RESPONSIBLE IN ANY MANNER FOR ANY LIABILITY ARISING, DIRECTLY OR INDIRECTLY, OUT OF CLIENT'S OR ANY OF ITS AFFILIATE'S (OR ITS OR THEIR USERS') RELIANCE ON THE ENDOXA CONTENT, INCLUDING ANY LIABILITY WITH RESPECT TO ANY TRANSACTION VERIFIED OR PROCESSED BASED ON OR THROUGH THE USE OF THE ENDOXA CONTENT.

6. **TERMINATION.** Upon termination of Client's right to access and use the Endoxa Content, Client will remove all Endoxa Content from Client's processes, systems and records and Client will certify in writing to FIS that this has been done.

7. **INDEMNITY.** Client will indemnify FIS from and against any and all losses, liabilities (including amounts owed to third parties), judgements, suits, claims, damages, costs and expenses (including reasonable attorneys' fees, investigation costs, remediation costs, and court costs) of any kind or nature arising out of or resulting from Client's breach of or other failure to comply with the terms of this Schedule 2.

8. **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary in the FTC's, nothing in the FTC's or this Order will limit Client's liability under or for breach of the terms of this Schedule 2.

9. **DEFINITIONS.**

9.1 AOSPHERE GUIDANCE. means interpretive guidance regarding the Regulatory Text provided by aosphere.

9.2 CONSENSUS MEMOS. means memos developed by or on behalf of Endoxa (including where produced by FIS) in connection with the review and interpretation of the Position Reporting Regulations.

9.3 DATA MODEL. means the data attributes which map to Client's internal data mapping attributes and are utilized within the Logic Model.

9.4 FIS GUIDANCE. means memos, interpretive guidance or opinions regarding the Position Reporting Regulations provided by FIS or a third party engaged by FIS to develop or provide such memos, interpretive guidance or opinions.

9.5 ENDOXA CONTENT. means Regulatory Text, FIS Guidance, aosphere Guidance, Consensus Memos, Regulator Memos and Feedback.

9.6 FEEDBACK. means feedback, discussions and other content provided by an EC Member regarding the Position Reporting Regulations, Models or the FIS's Position Reporting solution generally.

9.7 LOGIC MODEL. means the machine-readable executable scripts that implement the logic flows that are intended for use with FIS' Position Reporting solution.

9.8 MODEL. means collectively, the Logic Models and the Data Models, in each case related to FIS' Position Reporting solution.



9.9 POSITION REPORTING REGULATIONS. means all rules, judgments, orders, decrees or other laws or regulations relating to long, short, takeover panel and sensitive industry regulatory disclosure obligations.

9.10 REGULATOR MEMOS. means interpretive guidance regarding the Position Reporting Regulations provided by a regulatory authority to Endoxa.

9.11 REGULATORY TEXT. means the text of the Position Reporting Regulations.