



Third-Party Data License Terms and Conditions

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1. OVERVIEW

Nasdaq products and services may include Information provided by Third Party Providers. Use of such Third-Party Provider Information may be subject to additional terms and conditions as further detailed herein. By accessing and using the Nasdaq data product ("Product") that includes Third Party Provider Information, Distributor shall be subject to the applicable terms and conditions detailed herein. Nasdaq may update the terms and conditions detailed herein and any such updates shall be communicated via Nasdaq Data News.

2. NASDAQ INDEX DATA PRODUCTS

Product Category	Third Party	Terms
Index Data Products	SEDOL	Additional terms and conditions apply for use of SEDOL data. SEDOL codes contained in the data provided to Distributor and/or Subscriber under the GDA. Distributor and Subscriber may not reproduce and/or extract or redistribute such SEDOL codes without the prior written consent of the London Stock Exchange. Distributor and/or Subscriber acknowledge that the Distributor and/or Subscriber will be required to sign a separate license (which may be subject to an additional charge) with the London Stock Exchange plc to permit use of SEDOL data
Index Data Products	CUSIP	Where Distributor or Subscriber receives CUSIP standard numbers, CUSIP standard descriptions and other information about financial securities as part of the Service ("CUSIP Data" or "CUSIP Database"), Distributor and/or Subscriber acknowledges and agrees that such CUSIP Data is and shall remain valuable intellectual property owned by S&P GLOBAL. Use of that data may require a separate license issued by S&P Global. Distributors and/or Subscribers shall not publish or distribute CUSIP Data or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal internal processing of security transactions. For specific licensing requirements, visit SPglobal.com.
Index Data Products	ICB	Distributor shall be subject to the following additional terms and conditions for use of any ICB Data. The Industry Classification Benchmark is a joint product of FTSE International Limited and Dow Jones Indexes, a licensed trademark of CME Group Index Services LLC ("Dow Jones Indexes"), and has been licensed for use. "FTSE" is a trade and service mark of London Stock Exchange and The Financial Times Limited. "Dow Jones" and "Dow Jones Indexes" are service marks of Dow Jones Trademark Holdings, LLC. FTSE and Dow Jones Indexes anti their respective licensors and affiliates do not accept any liability to any person for any loss or damage arising out or any error or omission in the ICB. CME Group Index Services LLC and FTSE International Limited shall have the right, at their expense and upon reasonable notice, from time to time during the Term (but not more often than once per year) to inspect and audit, Distributor's compliance with the license rights and these additional terms using an authorized accountant.
Index Data Products	Bloomberg Information	In the event Distributor/Subscriber subscribes to the Bulletshares, Bulletshares 2 or Credit SEK entitlements or any other entitlement as updated by Nasdaq from time to time with or without notice to Distributor/Subscriber, Distributor/Subscriber shall be subject to the following additional terms and conditions regarding use the Bloomberg Information: License Scope. Bloomberg Information shall be used internally, solely for the Distributor/Subscriber's investment research and portfolio analysis in connection with a Nasdaq licensed index, including comparing portfolios against the Nasdaq index or a third party index, performance attribution, trading and

	<p>marketing of products tracking the Nasdaq index, evaluating portfolio risks and return characteristics and other such comparative analysis which utilize the Nasdaq index and/or Derived Data created therefrom as benchmarks. Distributor/Subscriber may use the Bloomberg Information to create Derived Data in connection with the foregoing.</p> <p>Distributor/Subscriber shall be permitted to: (i) publish an Insubstantial Portion of the Bloomberg Information and Derived Data on a limited and non-extractable basis (i.e., in PDF file format and not delivered via Excel, CSV, TXT, HTML or similar files) in Distributor/Subscriber Materials, provided that Distributor/Subscriber shall not use or distribute Bloomberg Information or Derived Data in any manner that, in Bloomberg’s good faith judgment, adversely affects Bloomberg’s ability to license the Bloomberg Information or would cause the use and distribution thereof to be a functional source of, or a substitute for, data otherwise commercially available from Bloomberg; and (ii) to the extent Distributor/Subscriber uses any contractors, Distributor/Subscriber may sublicense to such contractors the rights to access and use Bloomberg Information solely as necessary to enable Distributor/Subscriber to fulfil the rights granted in Section 1, provided always that (A) Distributor/Subscriber ensures that the terms of each contract it has with a contractor meets or exceeds the applicable terms of the Global Data Agreement; (B) Distributor/Subscriber remains fully liable and responsible to Bloomberg and Nasdaq for the acts and omissions of its contractors (and the acts and omissions of such contractors shall be deemed to be the acts and omissions of Customer); and (C) Bloomberg and Nasdaq shall be a third-party beneficiary of the agreement between Distributor/Subscriber and contractor.</p> <p>Without limiting the restrictions and terms of use set forth in Section 2(a), for those Distributors/Subscribers who have been expressly licensed by Nasdaq to use Nasdaq Index(es) to create Products, Distributor/Subscriber may use the Bloomberg Information in the creation and marketing of Nasdaq Index-linked Products, including those that are traded on an exchange.</p> <p>License Restrictions</p> <p>Except as expressly set forth in Sections 1(a) and 1(b), Distributor/Subscriber shall not use the Bloomberg Information for: (i) further redistribution by Distributor/Subscriber to any third party; (ii) enhancing or validating bond reference data products or services; (iii) creating any index or derived index; (iv) use in connection with Investment Accounting Activities, including without limitation using pricing data to calculate NAVs or to validate NAV calculations; (v) inclusion in pricing engines, price hierarchies or central pricing repositories; (vi) use in any databases, systems or processes that are unrelated to use of the Licensee Indices; (vii) creating a Commercialized product that competes or could compete with or serve as a source or substitute for Bloomberg’s and its affiliates’ pricing and/or reference data businesses; and/or (viii) improving, or assisting a third party to improve, any other data.</p> <p>Distributor/Subscriber shall comply with all restrictions and requirements regarding use, display, distribution or otherwise imposed by Third Party Data Providers (as such restrictions and requirements may change from time to time) with respect to Bloomberg Data.</p> <p>Authorized Platform</p> <p>In the event that Distributor/Subscriber wants to upload the Bloomberg Information to, or who wants the Bloomberg Information to be ingested and used by a third-party trustee, custodian or analytics platform on the Distributor/Subscriber’s behalf (each, a “Authorized Platform”), such Authorized Platform must also execute a Nasdaq Global Data Agreement and be subject to the terms and conditions detailed herein.</p> <p>Audit</p> <p>Bloomberg shall have the right to audit of the Distributor/Subscriber’s use of Bloomberg Information, its affiliates or, at Distributor/Subscriber’s request, a mutually agreed upon third-party auditor (provided that the costs of an audit by a third party shall be borne by Distributor/Subscriber).</p> <p>Termination / Expiration of Nasdaq Product</p> <p>Distributor/Subscriber shall purge all Bloomberg Information immediately upon termination or expiration of the applicable Nasdaq product, provided that Distributor/Subscriber may continue to store the Bloomberg Information solely: (A) subject to Section 6, if it otherwise has a license or other agreement in relation to the relevant Bloomberg Information which permits such retention</p>
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		<p>and storage; (B) for such period and to the extent required to comply with Applicable Law; or (C) if such Bloomberg Information has been manipulated, stored or combined with other data and is stored by the Distributor/Subscriber in such a way that, in Distributor/Subscriber reasonable judgment, it is commercially impracticable for Distributor/Subscriber to readily identify, delete and purge such Bloomberg Information, including Bloomberg Information stored for disaster recovery purposes (it being acknowledged that it shall be deemed commercially impracticable to delete and purge data where to do so would necessitate the removal or destruction of other commercially significant data. For the avoidance of doubt, any Bloomberg Information that cannot be deleted and purged in accordance with this paragraph on termination may only be used for the purposes set out in subparagraphs (A) - (C) of the preceding sentence.</p> <p>Ownership All ownership rights to the Bloomberg Information and Bloomberg and its affiliates' trademarks and service marks, are reserved by Bloomberg and its affiliates.</p> <p>Limitation of Liability Bloomberg shall have no liability or responsibility to Distributor/Subscriber relating to Distributor/Subscriber's receipt or use of the Bloomberg Information and or any Nasdaq Index that utilizes Bloomberg Information.</p> <p>Third Party Beneficiary Bloomberg and its affiliates shall be deemed a third-party beneficiary of these terms</p>
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3. NASDAQ FUND NETWORK

Product	Third Party	Terms
Nasdaq Fund Network	CUSIP	Where Distributor or Subscriber receives CUSIP standard numbers, CUSIP standard descriptions and other information about financial securities as part of the Service ("CUSIP Data" or "CUSIP Database"), Distributor and/or Subscriber acknowledges and agrees that such CUSIP Data is and shall remain valuable intellectual property owned by S&P GLOBAL. Use of that data may require a separate license issued by S&P Global. Distributors and/or Subscribers shall not publish or distribute CUSIP Data or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal internal processing of security transactions. For specific licensing requirements, visit SPglobal.com.

4. NASDAQ ESG DATA HUB

Product Category	Third Party	Terms
Nasdaq ESG Data Hub	Rep Risk AG	<p>These Terms and Conditions apply to the end user's ("Client") receipt and use of RepRisk AG's ("RepRisk's") data on ESG business conduct risks ("Data") via the Full Access Data Feed ("Data Feed"). These Terms and Conditions are between RepRisk AG and Client. In the event Nasdaq's Global Data Agreement or other client agreements relating to Data Feed access contain terms inconsistent with the terms in this End User Licensing Agreement, as between Client and RepRisk, the terms in this End User Licensing Agreement will govern.</p> <p>1. License</p> <p>RepRisk grants the Client a non-exclusive, revocable, non-transferable, non-sublicensable right to use and to allow designated individuals ("Users") to access and use the Data during the Term of the Client's agreement with Nasdaq pursuant to which the Client receives access to the Data</p>

	<p>Feed and solely for the Client’s own internal use such as for ESG compliance, reporting, screening, peer benchmarking, and portfolio optimization purposes.</p> <p>2. Term and Termination</p> <p>Should the Client materially infringe any provision of these Terms and Conditions or any intellectual property rights of RepRisk or third parties, RepRisk may terminate the license granted hereunder at any time by giving written notice to the Client. RepRisk may also take technical measures to avoid any use of the Data by the Client in breach of these Terms and Conditions or applicable law.</p> <p>Upon termination, the Client will delete any Data, except for copies created under automatic back-up procedures or as required to comply with applicable law. Any terms hereof that by their nature should survive will continue to be effective following termination.</p> <p>3. Data Use Restrictions</p> <p>Except as RepRisk may expressly permit in writing, the Client is prohibited from:</p> <ul style="list-style-type: none"> (a) transferring, sublicensing, assigning any rights to use the Data or otherwise making the Data or any part thereof available to any third party except for de minimis amounts of redistribution of Data; (b) storing any Data in IT systems or databases except for limited amounts of the information required to support the assessment or rating of individual companies or projects; (c) using the Data as a source for an alert or similar news service; (d) performing any systematic and/or automated retrieval, validation, or analysis of the Data; (e) publishing any Data; (f) using the Data to build a substitute or competitive product; or (g) sharing Data with any non-Users. <p>The Client is permitted to create Derived Data, meaning data created by the Client as a result of combining, processing, converting or calculating any Data with other data so long as the Client does not (i) directly redistribute the Data (except as expressly set forth herein with regard to de minimis redistribution), (ii) use or redistribute the Derived Data for any purpose that would be competing with RepRisk products or services including ESG Risk Platform, Data Feeds, and Company Reports, or (iii) derive any direct commercial gain from the Derived Data, and (iv) the resultant Derived Data does not bear resemblance to the underlying Data (except by coincidence and not by design), cannot be used as a substitute for or reasonably be deemed to compete with the underlying Data, and cannot reasonably be readily reverse engineered, disassembled or decompiled such that a third-party may access the Data via the Derived Data.</p> <p>4. Intellectual Property Rights</p> <p>All intellectual property rights in the Data (including content, the underlying concepts, and applications) are owned by, and remain with, exclusively with RepRisk and/or its licensors.</p> <p>5. Data Attribution</p> <p>In any document where RepRisk information is being used, the Client must quote RepRisk as the source, as follows: “Source: RepRisk: ESG data science and quantitative solutions www.reprisk.com”. The Client may not remove or change any RepRisk logo, trademark, or notice from any document.</p> <p>6. Access and Data Security</p> <p>The Client must keep all access credentials confidential. The Client will take reasonable protective measures against cyber-attacks, data loss and data corruption, in particular virus and malware protection. If the Client becomes aware of any unauthorized access to the Service, loss of login credentials, leak of Data or other security breach, it must immediately notify Nasdaq.</p> <p>7. Disclaimer</p>
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	<p>The Client acknowledges and agrees that all Data and other content delivered to the Client is prepared by RepRisk using information published or otherwise made available by third parties, and that such information is accurately quoted or referenced in the Data. In addition, RepRisk applies due care in analyzing, processing, categorizing, and weighting the information available at the time. The Client acknowledges and agrees that apart from the above, the Data is provided on an as-is basis, and that RepRisk does not give any express or implied warranties.</p> <p>8. Confidentiality and Non-Disclosure</p> <p>During each Term and Renewal Term of the agreement and for 5 (five) years thereafter, the Client will treat the Data as confidential and will not disclose the Data to any third party, except:</p> <ul style="list-style-type: none"> (a) if and to the extent RepRisk consents in writing to such disclosure; (b) if it is required to do so by law, but only if the Client, to the extent permitted by law: <ul style="list-style-type: none"> (i) gives RepRisk notice to allow it a reasonable opportunity to either seek a protective order or other appropriate remedy or waive the recipient's compliance with the confidentiality obligations; (ii) reasonably cooperates with RepRisk in its reasonable efforts to obtain a protective order or other appropriate remedy; (iii) discloses only that portion of the Data that, having consulted with its counsel, it is legally required to disclose, and (iv) uses reasonable efforts to obtain reliable written assurance from the third party that the Data will be kept confidential. <p>In keeping the Data confidential, the Client will exercise at least the same degree of care as it uses with its own confidential information, but in no event less than reasonable care.</p> <p>9. Liability</p> <p>The parties' liability in relation to these Terms and Conditions is excluded to the maximum extent permitted by law. Neither party shall be liable for any losses or damages of the other party or any third party, unless such loss or damage is caused willfully or by gross negligence of the liable Party. Neither party shall be liable for any indirect or consequential damages suffered by other party, except that the foregoing liability limitation shall not apply to the Client's liability arising from a breach of the license grant or data use restrictions in Sections 2 and 3 hereof.</p> <p>10. Assignment</p> <p>Any assignment of rights under these Terms and Conditions shall be subject to the other party's written consent, which shall not be unreasonably withheld.</p>
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