

Appendix A General Terms and Conditions Version: September 2019

These General Terms and Conditions constitute a part of the Agreement between you and Wood Mackenzie into which they have been incorporated by reference. The capitalised terms used in these General Terms and Conditions, if not defined herein, are defined in the other documents forming part of the Agreement.

1. Grant of Licence; Use of User Names and Passwords; Subsidiaries and Affiliates; Indemnity.

1.1 Wood Mackenzie grants Client and Client's Permitted Personnel, upon the terms and conditions set forth in this Agreement, a non-transferable, except as provided herein, and non-exclusive licence to:

- (i) to use reports, historical trade or price data, e-flashes and all other data made available to you whether it is provided by e-mail and/or to enter the restricted portion of the Web Site for the sole purpose of downloading from the Web Site to a Permitted Computer (as such term is defined in section 1.3 below) and reproducing in storage media of a Permitted Computer copies of the Web Site pages containing the Products, and downloading from the Web Site to a Permitted Computer and reproducing in storage media of a Permitted Computer files (such as Word, Excel or PDF files) containing one or more portions of the Products;
- (ii) download from the applicable Service to a Permitted Computer and reproduce in storage media of a Permitted Computer copies of any portion of the Products, including any files (such as Word, Excel or PDF files), embedded in such applicable Service and, in the case and to export, copy or integrate data and shapefiles from that Product into software applications on a Permitted Computer;
- (iii) copy such pages, files or portions thereof, and portions of the Products (including any embedded files contained on the WM Media), into new files, whether or not such new files constitute derivative works for internal use only, and reproduce such new files in storage media of a Permitted Computer;
- (iv) copy and distribute electronic or printed copies of such pages, files or new files to Client's Permitted Personnel;
- (v) copy and distribute electronic or printed copies of such new files to persons that are not your Permitted Personnel, provided that such new files contain, in addition to information obtained from any Product, information or interpretation not contained in the Products and that such new files, alone or in the aggregate, do not constitute a substantial portion of any Product in its unaltered state;
- (vi) use any software provided by Wood Mackenzie as part of the Services in object code form and make such backup copies as may be necessary for its lawful business use, in each case for the sole purpose of receiving the Products in accordance with the terms of this Agreement; and
- (vii) access and use any other element of the Services (other than the Web Site and WM Media, for which the licence terms are described above),

subject to such restrictions as are set out in this Agreement.

1.2 Notwithstanding the foregoing, Client shall not and shall take all precautions that are reasonably necessary to ensure that you do not:

- (i) include information obtained from a Product or Service in, or supply such information for inclusion in, any public document relating to a financial transaction, including a prospectus, circular, memorandum or report, without obtaining Wood Mackenzie's prior written consent (which may be subject to payment of a fee for such use and additional terms and conditions applicable to such usage);
- (ii) provide copies of any Product or materials obtained via the Service, in whole or in part, to enable any individual that is not Permitted Personnel, except as provided for section 1.1(v), to obtain the benefits of any Product or Service without payment of the appropriate Access Fee to Wood Mackenzie;

- (iii) provide access to the Products or Services, or any part of the Products or Services, to any third party other than as permitted by this Section 1 without obtaining prior written consent from Wood Mackenzie, which Wood Mackenzie may charge an additional fee or withhold in its absolute discretion.
- (iv) use, or permit any third party to use, any Product, Service or any information or data contained in or derived from any Product or Service, whether in whole or in part:
 - (a) to develop, create, improve or commercialise any product, service or other offering, whether derived from the Products or Services or otherwise your own internal business purposes or otherwise, except with Wood Mackenzie's prior written consent (which may be subject to payment of a fee for such use and additional terms and conditions applicable to such usage);
 - (b) to develop, create, improve, or commercialise any process, algorithm, neural network, or other computational method, for your own internal business purposes or otherwise, except with Wood Mackenzie's prior written consent (which may be subject to payment of a fee for such use and additional terms and conditions applicable to such usage); nor
 - (c) in any way that operates, supports, or gives rise to a functional substitute for any part of the Products or Services;
- (v) access, store, distribute or transmit any Viruses, or any material during the course of your use of the Products and/or Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or offensive, facilitates illegal activity or causes damage or injury to any person or property. "Virus" means any item, software, device or code which is intended by any person to, or which is likely to, or which may: (i) impair the operation of any software or computer systems; (ii) cause loss of, or corruption or damage to any software or computer systems or data; (iii) prevent access to or allow unauthorised access to any software or computer system or data; (iv) causes any part of the Products or Services to become inoperable or otherwise incapable of being used in the full manner for which they are provided; or (v) damage the reputation of Wood Mackenzie, including in each case any computer virus, trojan horse, worm, software bomb, authorisation key, licence control utility or software lock; or
- (vi) (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to any software provided as part of the Services in whole or in part except as expressly stated in section 1.1 or to the extent such action is legitimately required for the purposes of integrating the operation of such software with the operation of other software or systems used by you.

This Agreement grants no right to sublicense, rent or loan any Product or Service, nor does it grant any right to create a derivative work based upon any Product or Service except as otherwise expressly provided herein.

1.3 In this Agreement:

- (a) "Affiliate" means any entity that, at the date of signature of this Agreement, controls or is controlled by you (a person will "control" another person if it owns, directly or indirectly, more than 50% of the equity in that person);
- (b) "Applicable Data Protection Law" means all data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable: (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data (the "Directive"); (ii) on and after 25 May 2018,

Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("GDPR"); and (iii) any and all applicable national data protection laws made under or pursuant to (i) or (ii); in each case as may be amended or superseded from time to time.

- (c) "Intellectual Property Rights" means any and all intellectual property rights, including patents, supplementary protection certificates, petty patents, utility models, trademarks, domain names, database rights, rights in designs, copyrights (including rights in computer software) and topography rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights), moral rights, goodwill, know-how and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, in each case for their full term, and together with any renewals or extensions.
- (d) "Permitted Computer" means any computer, tablet or mobile device that is part of a network administered by you and is under the personal control of one of your Permitted Personnel, or one which is permitted under section 1.4;
- (e) "Permitted Personnel" means any employee, director, of you and/or your Affiliates that you authorised to access any Product, WM Media or Services;
- (f) "Services" means the delivery by Wood Mackenzie of any Products or other data via email, the Web Site, WM Media or Lens Direct (comprising of FTP, MS Excel plug-in, API, Amazon S3 and any other direct delivery solutions made available by Wood Mackenzie) or the provision of any other service; and
- (g) the words "included", "includes" and "including" are not terms of limitation.

1.4 You may use the Product or Service on IT infrastructure provided by a third party (i.e., a hosting provider) provided always that the third party has itself no access to the Product or Service as a result, and that the third party is not a competitor of Wood Mackenzie. You may not use the Product or Service on any other third party infrastructure or in conjunction with any third party service except with Wood Mackenzie's prior written consent which Wood Mackenzie may withhold in its absolute discretion (and which may be subject to payment of a fee for such use and additional terms and conditions applicable to such usage).

1.5 Where applicable, within four business days of the Subscription Period or if Wood Mackenzie shall elect at its sole discretion upon receipt of the signed Agreement by you, (at all times subject to its terms and conditions), Wood Mackenzie will permit each of your Permitted Personnel to register a user name and password for themselves on the Web Site in order to access the Products and/or Services. You will provide promptly from time to time as appropriate to Wood Mackenzie's Client Services contact named in this Agreement, the details of any individual who registered for access hereto who is no longer authorised by you to access the Web Site or is no longer employed by you or your Affiliates. On being advised that any such individual is no longer authorised to access the Web Site or is no longer employed, Wood Mackenzie may forthwith disable the password and user name that was used by that individual. You shall be responsible for all acts and omissions of the Permitted Personnel in the context of this Agreement.

1.6 Client and Client's Permitted Personnel shall protect and keep confidential each user name and password associated with the Products and Services. You may not disclose or distribute any user names and passwords or permit any of such to be disclosed or distributed, to any person except as expressly permitted hereunder. You may not copy or use any user name or password, or permit such to be copied or used, so as to allow persons to gain access to any Product or Service, except those persons expressly permitted hereunder. You shall maintain a written, up-to-date list of current Permitted Personnel and provide such list to Wood Mackenzie within 7 days of Wood Mackenzie's written request.

1.7 Each Product provided to Client is proprietary and confidential to Wood Mackenzie, and Client and Client's Permitted Personnel shall protect each Product as a trade secret. CLIENT MAY NOT DISCLOSE OR DISTRIBUTE, OR PERMIT TO BE DISCLOSED OR DISTRIBUTED, ANY PRODUCT OR ANY INFORMATION OR DATA CONTAINED IN OR DERIVED FROM

ANY PRODUCT TO ANY PERSON, EXCEPT AS EXPRESSLY PERMITTED PURSUANT TO THIS AGREEMENT. CLIENT MAY NOT COPY OR USE ALL OR ANY PORTION OF A PRODUCT, OR PERMIT ANY SUCH TO BE COPIED OR USED, EXCEPT AS EXPRESSLY PERMITTED IN ACCORDANCE WITH THIS AGREEMENT.

1.8 You shall not use any Product or any information or data contained in or derived from any Product: (i) as a reference point in any contract with any third party or any data or service provided to a third party; or (ii) for the purpose of creating any financial product, index or service where the performance of such financial product, index or service is related to any Product or any information or data contained in any Product.

1.9 If you disclose any Product or any information or data contained in or derived from any Product or Service as permitted by this Agreement or otherwise with Wood Mackenzie's explicit consent, you shall specify Wood Mackenzie as being the source of such Product, information or data and include the following disclaimer: "The data and information provided by Wood Mackenzie should not be interpreted as advice and you should not rely on it for any purpose. You may not copy or use this data and information except as expressly permitted by Wood Mackenzie in writing. To the fullest extent permitted by law, Wood Mackenzie accepts no responsibility for your use of this data and information except as specified in a written agreement you have entered into with Wood Mackenzie for the provision of such of such data and information."

1.10 Although you are the sole named Client under this Agreement, your rights with respect to the Products and Services may also be exercised by your Affiliates. Any such exercise by such Affiliate shall be subject to all of the terms and conditions of this Agreement as though such Affiliate were expressly named as the Client, and you shall be liable in all respects for any failure on the part of such Affiliate (and/or any Permitted Personnel) to observe or perform such terms and conditions. Notwithstanding the specification of such Affiliate in this Agreement, until such time as separate research agreements have been entered into by all such Affiliates, all notices and communications of any nature with respect to this Agreement shall be between you (as the named Client) and Wood Mackenzie.

1.11 Client agrees to indemnify and hold harmless Wood Mackenzie and its affiliates from any loss, damage, cost, expense or liability howsoever arising (including, but not limited to negligence), including, without limitation any unpaid Access Fee that Wood Mackenzie may suffer or incur on account of: (i) Client's failure to maintain custody and control of, or to use, or access in each case in accordance with this Agreement, the Products or Services, and the user names and passwords provided to Client or created by Client's Permitted Personnel; (ii) any decision taken or advice given by you as a result of your use of the Product and the Services or any information or data contained therein; and, (iii) your breach of section 18 (Confidentiality).

1.12 If during the term of this Agreement, a third party acquires control of you or any of your Affiliates, or you or any of your Affiliates acquires control of a third party ("M&A Activity"), you shall promptly notify Wood Mackenzie in writing of such M&A Activity and:

- (a) this Agreement shall remain in full force and effect following the M&A Activity;
- (b) Wood Mackenzie may offer to grant the third party certain benefits of this Agreement as if it were an Affiliate in exchange for revising the Access Fee for all Products (based on, amongst other things, the increased benefit you receive from the Products due to the enlarged size and nature of your business following the M&A Activity; and
- (c) unless you agree to and pay the revised Access Fee: (i) no employee, contractor, or other personnel of the third party shall be permitted to access, use or benefit in any way from the Products or be considered Permitted Personnel; (ii) no part of the third party's IT environment be considered a Permitted Computer; (iii) the third party shall not be an Affiliate for the purposes of this Agreement.

1.13 You shall inform Wood Mackenzie of any breach of section 1.6 as soon as practicable after becoming aware of such breach, remedy such breach as soon as reasonably practicable and inform Wood Mackenzie of the remedial actions you have taken in such respect.

1.14 You shall use reasonable efforts at all times to ensure that the Products and the information contained within the Product (including any copies made thereof in accordance with this section 1) are stored securely and protected from access which is not permitted by this Agreement.

1.15 Wood Mackenzie may from time to time verify your use of any Product or Service is in compliance with the provisions of this Agreement:

- (a) by undertaking a review of its own systems; and / or
- (b) on reasonable notice (for up to two years following the termination or expiry of this Agreement), by performing (either itself or through its representatives) an audit and inspection of your use of the Products and Services for the same purpose. You shall allow Wood Mackenzie and/or its agents to access, inspect and audit all relevant information to the extent this is reasonably required for the purpose of verifying compliance with provisions of this Agreement. Wood Mackenzie shall pay the auditor's reasonable costs and otherwise bear its own costs in connection with the audit or inspection, unless the records show that you have not complied with the terms of this Agreement. In which case, you will pay within 30 days of Wood Mackenzie's written request, the costs of the auditor and Wood Mackenzie's other reasonable costs in connection with the audit or inspection; and any additional Access Fees reasonably requested. In conducting any such audit Wood Mackenzie shall carry out any audit during your normal business hours and take all reasonable steps not to disrupt your normal business activities.

2. Term of Agreement;

This Agreement is effective from the Start Date for the whole of the initial Charging Period. Upon expiration of the initial Charging Period, the Agreement shall be automatically renewed for additional successive terms equivalent to the Charging Period unless sooner terminated by written notice from either party of no less than thirty (30) days before the expiry of the then current Charging Period.

3. Product Revisions; Discontinuance; Limitations of Warranty; Client Warranties.

3.1 Wood Mackenzie anticipates that each Product made available from the applicable Service will be revised, by way of more current information or interpretation placed on the Web Site, two to three times in any 12 month period but shall be entitled, in its sole discretion, to revise such Product more frequently or less frequently, and shall not be obligated to revise any Product even though Wood Mackenzie may be aware that the information or interpretation contained in such Product is no longer accurate or no longer reflects the judgement of Wood Mackenzie. Wood Mackenzie shall provide you updates of such Product, to the extent made available to other licensees of Wood Mackenzie.

3.2 Wood Mackenzie shall have the right, in its sole discretion, to discontinue any Product or Service upon not less than thirty days' notice. If Wood Mackenzie shall discontinue any Product, Wood Mackenzie shall give you a credit of the pro rata portion of the Access Fee paid for such Product for the remainder of the then Subscription Period, which credit shall be applicable to any other product of Wood Mackenzie during the current Subscription Period. **THE FOREGOING SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF THE DISCONTINUANCE OF ANY PRODUCT OR SERVICE BEFORE THE END OF THE THEN SUBSCRIPTION PERIOD.**

3.3 Except for statements that are expressly identified in this Agreement as representations or warranties, Wood Mackenzie makes no written, oral, statutory, express or implied warranties, conditions or representations, concerning the Products, the WM Media, the Web Site or their content. Wood Mackenzie expressly disclaims any implied warranties, including, without limitation, conditions of satisfactory quality, merchantability or fitness for a particular purpose whether implied by law or otherwise. Wood Mackenzie does not know the purpose for which Client is using the Products and therefore does not warrant or represent that the Products or their content are sufficient or appropriate for such purposes or Client's requirements. Wood Mackenzie represents that it has used reasonable endeavours to obtain the factual information contained in the Products from sources deemed by it, in its discretion, to be reliable at the time such information was

obtained but Wood Mackenzie makes no warranties or representations about the accuracy or completeness of such information. Wood Mackenzie also represents that it has used reasonable skill and care in creating the Products, but Wood Mackenzie makes no warranties or representations about the accuracy or completeness of the Products or about the content of such, including without limitation the interpretations it has made regarding the factual information in the Products.

3.4 You warrant and represent that you have taken all requisite corporate actions and obtained all necessary third party consents and licences to enable you to: (a) receive the benefit of the Products and Services; and (b) fulfil your obligations under this Agreement.

3.5 You warrant and represent that you will act in compliance with all applicable laws and regulations in relation to your use and receipt of the Products and Services and the exercise of your rights and performance of your obligations in relation to this Agreement.

4. Web Site; IT Support; Analyst Support.

4.1 Wood Mackenzie shall maintain each Product not provided by WM Media on one or more of the computers that constitute the Web Site until the sooner of the discontinuance of the Product and the expiration of the Charging Period for that Product and will maintain the computers that serve the Web Site so that the Web Site is available to Wood Mackenzie's internet service provider at all times, except for periods of routine or extraordinary maintenance and for periods during which, due to circumstances beyond the reasonable control of Wood Mackenzie, the Web Site is not so available. Circumstances beyond the reasonable control of Wood Mackenzie shall include, but shall not be limited to, the consequences of unauthorised access (both electronic and physical) to Wood Mackenzie's computers, loss of electrical power, equipment failures, loss of internet access, inadvertent file destruction or deletion and any events that would customarily constitute force majeure. If Client shall have notified Wood Mackenzie that the Web Site is not available to Client and such situation shall continue for more than 48 hours after Client's notification because of Wood Mackenzie's failure to make the Web Site available to its internet service provider due to circumstances within Wood Mackenzie's control, Client will be entitled to a pro rata refund of the Access Fee paid for each Product delivered to Client via the Web Site for the period that the Web Site is not available to Client. If the Web Site is not available to Client on the internet for any reason for more than five (5) consecutive business days or a total of twenty (20) business days in any Charging Period, Client may elect, by notice given to Wood Mackenzie within five business days after the end of such outage, to terminate the grant of licence made hereby as to each Product delivered via the Web Site. In such case, Wood Mackenzie will give Client a pro rata refund of the Access Fee paid for each such Product for the remaining portion of the then current Charging Period. **ANY REFUND AS DESCRIBED ABOVE SHALL CONSTITUTE CLIENT'S SOLE AND EXCLUSIVE REMEDY ON ACCOUNT OF SUCH LACK OF AVAILABILITY.**

4.2 Wood Mackenzie will make available telephone support for questions about the operation of the Web Site or any WM Media provided to you during Wood Mackenzie's normal business hours, (a) in the UK, being Monday to Friday, 0900 to 1700 GMT, (b) in the US, being Monday to Friday, 0900 to 1700 CST, and (c) in Singapore, being Monday to Friday, 0900 to 1700 SGT (excluding all statutory and regional holidays in those locations). Wood Mackenzie will use reasonable endeavours to respond to questions within a reasonable time but reserves the right to limit such support should your use of its resources exceed what Wood Mackenzie determines as reasonable in any Charging Period.

4.3 You are responsible for, and Wood Mackenzie shall have no liability in respect of, the purchase, installation, operation and maintenance of all software, hardware and telecommunications links which may be used or required for the receipt and analysis of the Products, the receipt and access to the Services or other deliverables or any other matter related to the Services.

4.4 Wood Mackenzie shall not be liable for delays or failures in providing the Products or Services to the extent that such delays or failures result from your failure or delay in performing your own obligations under this Agreement.

5. Limitations of Liability.

5.1 UNDER NO CIRCUMSTANCES SHALL WOOD MACKENZIE BE LIABLE FOR:

- (a) SPECIAL, INCIDENTAL OR PUNITIVE LOSSES OR DAMAGES;
- (b) INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES; OR
- (c) LOSS OF BUSINESS, REVENUE, GOODWILL, PROFITS, CONTRACTS OR ANTICIPATED SAVINGS OR FOR LOSS OR CORRUPTION OF DATA (IN EACH CASE, WHETHER SUCH LOSS IS DIRECT OR INDIRECT, FORESEEABLE OR OTHERWISE),

IN ANY SUCH CASE ARISING FROM OR IN CONNECTION WITH OR OTHERWISE RELATING TO THE PRODUCTS, THE WEB SITE, ANY WM MEDIA OR THIS AGREEMENT WHETHER ON THE BASIS OF NEGLIGENCE, TORT, BREACH OF CONTRACT, MISREPRESENTATION OR OTHERWISE.

5.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT BUT SUBJECT TO SECTION 5.6 BELOW, UNDER NO CIRCUMSTANCES SHALL WOOD MACKENZIE BE LIABLE FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT OR SERVICE, (WHETHER ON THE BASIS OF TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, MISREPRESENTATION OR OTHERWISE), IN AN AMOUNT IN EXCESS OF THE ACCESS FEES ACTUALLY PAID IN THE RELEVANT CHARGING PERIOD.

5.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NO ACTION, REGARDLESS OF ITS FORM, ARISING FROM OR PERTAINING TO ANY PRODUCT OR THIS AGREEMENT MAY BE BROUGHT BY CLIENT MORE THAN TWO (2) YEARS AFTER THAT ACTION HAS ACCRUED.

5.4 The Products, and the information therein, do not include, nor shall they be construed as including, advice, guidance or recommendations from Wood Mackenzie to take, or not to take, any actions or decisions in relation to any matter, including without limitation relating to investments or the purchase or sale of any securities, shares or other assets of any kind. Should Client take any such action or decision based on information in a Product, Client does so entirely at Client's own risk and Wood Mackenzie shall have no liability whatsoever for any loss, damage, costs or expenses incurred or suffered by Client or any third party as a result.

5.5 Where the Products are identified in this Agreement or the applicable specification as being provided through a third party service (including any data service or terminal), Wood Mackenzie shall have no liability or responsibility for the quality, functionality or any other aspect of such service, or the accuracy, timeliness or completeness of the information received by you through such service. You shall maintain a services agreement directly with the provider of such service for access to and usage of the Products.

5.6 Notwithstanding anything to the contrary in this Agreement, Wood Mackenzie does not limit or exclude its liability for fraud or fraudulent misrepresentation, or for death or personal injury arising from its negligence or that of its Permitted Personnel, affiliates, agents or subcontractors, or any liability which cannot by law be restricted or limited.

6. Proprietary Rights.

6.1 At all times, Wood Mackenzie or its licensor shall retain title to and ownership of the passwords provided to Client and the copyright and all other Intellectual Property Rights in the Products, the Web Site and any WM Media. Client shall have no rights in any of the foregoing unless expressly granted by this Agreement.

6.2 Client shall not alter, obscure, remove, interfere with or add to any of the trademarks, trade names, markings or notices affixed to or contained in the Products, the Web Site or the WM Media and shall ensure that all those trademarks, trade names, markings and notices are reproduced completely and legibly on all copies of the Products and the WM Media. If Client shall excerpt any portion of a Product or shall utilise any information contained in a Product (which for the avoidance of doubt Client is only entitled to do to the extent expressly permitted under this Agreement), Client will accompany such excerpt or information with an attribution of such portion of a Product or such information to Wood Mackenzie. The form of such attribution shall be substantially as follows: "The foregoing [chart/graph/table/information] was obtained from [name of Product]™, a product of Wood Mackenzie."

6.3 Subject to Section 5.2, Wood Mackenzie shall defend any and all suits, actions and claims brought against Client in respect of, and shall pay all fines, costs, compromises, settlements, awards, judgements and legal and other expenses (including reasonable legal fees) directly resulting from or relating to, any claim that a Product infringes or violates any Intellectual Property Right of any person, except for any claim which arises from: (i) breach of this Agreement by Client; (ii) a modification to a Product not made by Wood Mackenzie; or, (iii) use or combination of any Product with any other software, hardware, goods or services not provided or authorised by Wood Mackenzie. Client agrees to, and it shall be a condition to the continuation of the obligations of Wood Mackenzie pursuant to this Section 6.3 that Client:

- (a) promptly notify Wood Mackenzie of such alleged infringement or violation;
- (b) make no admission as to liability in respect to such claim;
- (c) allow the conduct, settlement, negotiation or litigation of such claim to be solely handled by Wood Mackenzie; and
- (d) co-operate reasonably with Wood Mackenzie, at Wood Mackenzie's expense, in the defence of any such claim if requested to do so by Wood Mackenzie.

In no event shall Wood Mackenzie be liable for any compromise or settlement entered into without Wood Mackenzie's prior consent. Notwithstanding any other provision of this Agreement, if any such infringement shall be alleged Wood Mackenzie shall have the right, in its discretion, to modify or replace the Product claimed against to avoid the infringement, to procure the right for Client to continue using such Product or to terminate Client's use of the Product and/or this Agreement and refund to Client the pro rata portion of the Access Fee for such Product already paid by Client for such Product for what would have been the remainder of the then current Charging Period for such Product. The foregoing shall constitute Client's sole and exclusive remedy on account of such infringement.

6.4 Wood Mackenzie may use any trade names or trademarks belonging to you or your Affiliates, for the purposes of publicising its Services and/or Products for marketing and public relations efforts. Wood Mackenzie will obtain your prior written consent to the publication of any written statements collected for the purposes stated in this section.

7. Termination of Agreement; Termination of Access to Products.

7.1 Wood Mackenzie may terminate this Agreement, immediately, without credit or refund on written notice to Client:

- (a) if Wood Mackenzie reasonably shall have concluded that Client is in breach of: (i) the applicable licence (including any restriction on it) or any of Client's other obligations under section 1; (ii) any of your obligations regarding the use of user names and passwords or Product delivered on WM Media under this Agreement; or any other research agreement with Wood Mackenzie; or, (iii) your obligations regarding the copying and distribution of any Product or Service or any other product of Wood Mackenzie;
- (b) if Client shall have failed to pay any Access Fee or any accompanying tax or governmental charge (including without limitation any sales or use tax, or any value added tax or any withholding tax or other payment pursuant to Section 8.4) for the then current Charging Period and such failure shall have continued for five days after Client's receipt of notice of such failure;
- (c) if Client has materially breached this Agreement (whether through a single act or omission or otherwise) and such breach (i) is not capable of remedy; or (ii) has not been remedied within thirty days after Client's receipt of notice of such breach or violation;
- (d) if an order for relief shall have been entered against Client under, or if Client as a debtor shall be otherwise entitled to the benefit of, any statute in any applicable jurisdiction that provides relief for debtors (a "Debtor's Law") and Client shall continue to receive the protection of such Debtor's Law for more than 90 days; or if Client shall become insolvent, be bankrupt or fail to pay Client's debts as they become due or

within the meaning of any applicable Debtor's Law; or if Client shall cease to carry on Client's business in the ordinary course; or if Client or a substantial part of Client's assets shall be the subject of the appointment of an administrator or other receiver, manager, liquidator, trustee or similar officer or of an assignment for the benefit of creditors; or if an order is made or entered, or a resolution passed, for Client's administration, winding-up or dissolution; or if Client enters into, propose or become subject to any composition, reorganisation, arrangement or other agreement affecting all or a substantial part of Client's assets; or if in any other way Client or a substantial part of Client's assets are protected from claims of creditors in any respect;

- (e) notwithstanding any other provision of this Agreement, if Client should undergo a change of control (for such purposes, "control" means the right to direct the affairs of a company whether by ownership of shares, by membership of the board of directors, by agreement or otherwise); or
- (f) If, during any Charging Period, Client should acquire or be acquired by a competitor of Wood Mackenzie or another entity that may conflict with Wood Mackenzie's proprietary interests.

7.2 Wood Mackenzie may terminate this Agreement, immediately on written notice to Client if there is a legal or regulatory change which prevents or prohibits Wood Mackenzie from providing the Products or Services to Client in the way that the Products and/or Services are provided at the time of the legal or regulatory change. In such case, Wood Mackenzie will give Client a pro rata refund of the Access Fee already paid by Client for the Products for what would have been the remainder of the then current Charging Period for each such Product, subject to the payment of such refund not being prevented by any applicable laws, regulations, sanctions, or rules or guidance of any relevant authority. Where Wood Mackenzie is required to obtain authorisation or a licence from any relevant authority to provide a refund under this Section 7.2, it will use commercially reasonable endeavours to obtain such authorisation or licence.

7.3 Client may terminate this Agreement with immediate effect on written notice to Wood Mackenzie:

- (a) if Wood Mackenzie shall have breached or violated any material term or condition of this Agreement and such breach or violation shall have continued for thirty days after Wood Mackenzie's receipt of notice of such breach or violation;
- (b) if an order for relief shall have been entered against Wood Mackenzie under, or if Wood Mackenzie as a debtor shall be otherwise entitled to the benefit of, any Debtor's Law and Wood Mackenzie shall continue to receive the protection of such Debtor's Law for more than 90 days; or if it becomes insolvent, is bankrupt or fails to pay its debts as they become due or within the meaning of any applicable Debtor's Law; or if Wood Mackenzie ceases to carry on its business in the ordinary course; or if Wood Mackenzie or a substantial part of its assets shall be the subject of the appointment of an administrator or other receiver, manager, liquidator, trustee or similar officer or of an assignment for the benefit of creditors; or if an order is made or entered, or a resolution passed, for Wood Mackenzie's administration, winding-up or dissolution; or if Wood Mackenzie enters into, proposes or becomes subject to any composition, reorganisation, arrangement or other agreement affecting all or a substantial part of its assets; or if in any other way Wood Mackenzie or a substantial part of its assets are protected from claims of creditors in any respect;
- (c) in accordance with Sections 2 or 8.1.

7.4 Upon (i) termination of this Agreement pursuant to Section 7.1 7.2, or 7.3 (ii) upon the expiry of the term of this Agreement, (iii) the expiry or termination of the Subscription Period for a Product or Service, or (iv) other termination of this Agreement:

- (a) your licence to access and use the Products and Services shall terminate forthwith and you shall make no further use of such whatsoever;
- (b) Wood Mackenzie shall be entitled to disable your user names and passwords under this Agreement;
- (c) you shall forthwith deliver to Wood Mackenzie any WM Media (and any copies thereof) supplied under this Agreement and shall immediately destroy any copies of any Products and any

document or electronic file that contains data and other information (howsoever recorded and stored) extracted, exported or reproduced from any such Product or Service held by you (and you shall certify to Wood Mackenzie in writing signed by an appropriate officer that you have complied with this subsection (c)); and

- (d) Wood Mackenzie shall be relieved of any future obligation regarding your access to any Product or Service. Notwithstanding termination or expiry of this Agreement, the terms of Section 7.3(c) do not require you to destroy any document or electronic file in your possession that contains data or information extracted, exported or reproduced from any Product or Service in accordance with Section 1 of this Agreement, provided the data or information contained in such document or file, together with any data or information contained in any other document or file, does not constitute a substantial portion of any Product or Service and cannot be used as an effective substitute for the Product or Service.

For the avoidance of doubt, you may maintain a copy of any Products or documents described in this paragraph in order to comply with regulatory requirements, provided that, any copies are no longer accessible to Permitted Personnel.

7.5 The expiry or termination of this Agreement shall not affect any rights or obligations of either party which have accrued prior to the date of termination. All provisions which, expressly or by implication, survive the termination of this Agreement shall remain in full force and effect.

7.6 If Wood Mackenzie has the right to terminate this Agreement under Section 7.1(a), (b), or (c)(ii), without prejudice to that right, it may suspend your access to the Products and Services until such time as the cause giving rise to its right to terminate is cured. Your obligations under this Agreement shall continue to apply during any period of suspension.

8. Access Fee; Taxes.

8.1 Following the initial Charging Period, Wood Mackenzie may increase the Access Fees ("New Access Fees") subject to a prior written notice or invoice indicating the New Access Fees ("Notice of Increase") whereupon Client may terminate this Agreement with a written notice within thirty (30) days from the date of the Notice of Increase. Wood Mackenzie shall not increase the Access Fees more than once during any Charging Period.

8.2. Client shall pay each Access Fee 30 days from date of each invoice therefor. The invoice may be provided by Wood Mackenzie, or a subsidiary, affiliate or parent company of Wood Mackenzie. If Wood Mackenzie shall elect to provide Client with access to any Product, any user name or password or any WM Media for any Product prior to Client's having paid the Access Fee therefor, such election by Wood Mackenzie shall not relieve Client of Client's obligation to pay such fee as provided in the preceding sentence. No Access Fee is refundable for any reason except to the extent otherwise expressly provided herein.

8.3 No Access Fee includes any sales or use tax, any value added tax or any other tax or other governmental charge payable in connection with Client's execution and delivery of this Agreement or the exercise of Client's rights hereunder. Client shall pay any such tax or other governmental charge in addition to any Access Fee, whether or not separately invoiced by Wood Mackenzie, and Client agrees to provide all information reasonably requested by Wood Mackenzie to assist in the calculation of such taxes. Client shall indemnify and hold harmless Wood Mackenzie from Client's failure to make any such payment in a timely manner.

8.4 The Access Fee for each Product as stated in this Agreement is net of any applicable withholding taxes that may be imposed by governmental authorities of any country from which payment of such Access Fee may be made. If any such withholding taxes shall be imposed or collected in connection with such Access Fee such that the amount of such Access Fee actually received by Wood Mackenzie shall have been reduced from the amount of the Access Fee stated in this Agreement, Client shall be responsible for paying to Wood Mackenzie such additional amounts from time to time as shall be necessary to cause Wood Mackenzie to have received in connection with this Agreement the full amount of the Access Fee stated herein without regard to the imposition or collection of any such withholding taxes.

9. Entire Agreement; Severability.

9.1 This Agreement constitutes the entire agreement, and supersedes any proposals, previous agreements or existing contracts previously executed, with respect to the subject matter hereof. This Agreement shall govern in the case of any inconsistency between it and any purchase order, change order, confirmation or other document issued by either party. If any provision, clause or application of this Agreement to any party or circumstance is held invalid and unenforceable, this shall not affect any other provision, clause or application of this Agreement.

9.2 Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this licence or not) ("Representation") other than as expressly set out in this Agreement.

9.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract.

9.4 If any provision of this Agreement, or the applicability of it to any party or circumstance, is held invalid and unenforceable, this shall not affect any other provision or application of this Agreement.

10. Injunctive Relief.

Client agrees that there can be no adequate remedy at law for any breach of your obligations hereunder regarding the use of user names or passwords or the WM Media or the copying and distribution of the Products, Services or portions thereof; and that Wood Mackenzie, in addition to whatever other remedies it might have at law or in equity, shall be deemed to have suffered irreparable harm, and shall be entitled to appropriate equitable relief to prevent the disclosure or use of user names or passwords, WM Media, Services or any Product in breach of this Agreement or the unauthorised copying or distribution of any Product, Service or portion thereof.

11. Waivers.

A waiver of any provision of this Agreement or of any breach or default in performing or observing any such provision shall not be effective unless in writing and shall not constitute a continuing waiver unless expressly so provided. That waiver shall not prevent the waiving party from subsequently enforcing any provision of this Agreement not waived, or from acting on any subsequent breach or default under any such provision.

12. Amendments.

Subject to 8.1, no amendment or variation of this Agreement shall be effective unless made in writing and signed by Client and Wood Mackenzie.

13. Notices.

All notices, consents, approvals or other communications pursuant to this Agreement shall be made in writing and shall be delivered by personal delivery, by prepaid registered or certified mail (return receipt requested), by overnight courier (with receipt for delivery), to the applicable address specified in the cover pages by confirmed facsimile using the applicable number set out in the cover pages, or by email (on receipt of a delivery email from the correct address or 24 hours from delivery if sent to the correct email address and no notice of delivery failure is received).

14. Governing Law; Jurisdiction.

This Agreement shall be governed by and interpreted in accordance with the laws of Australia without regard to its conflicts of laws rules. No action regarding this Agreement, any Product or the relationship between Client and Wood Mackenzie may be commenced in any court except Australian courts, which shall have the exclusive jurisdiction over any such action. Client and Wood Mackenzie (i) consent to the personal jurisdiction of the courts of Australia and consent to service of process by the means specified herein for giving notice. Notwithstanding the foregoing, nothing in this Agreement shall prevent Wood Mackenzie from pursuing injunctive relief or similar to enforce the provisions hereof, in any appropriate forum.

15. Assignment.

Client may not assign any of Client's rights and privileges under this Agreement unless Client has first obtained the consent of Wood Mackenzie to such assignment. Wood Mackenzie shall not condition its consent to such assignment upon the payment of an additional access fee if such assignment is made to one of Client's subsidiaries or affiliates, except that Wood Mackenzie shall be entitled to condition its consent upon receipt of an administrative fee for the cost of preparing a new research agreement (including any legal fees), preparing new user names and passwords, delivering new WM Media and otherwise establishing Client's subsidiary or affiliate as a new client.

16. Export Control.

16.1 Client acknowledges that the provision of the Products may be subject to the export control laws (including trade sanctions) of all relevant countries (including but not limited to the US Export Administration Regulations), and Client agree that Client will comply with all applicable export control laws of all relevant jurisdictions to the extent that they apply. Client further agrees that Client will not, and Client will ensure that Client's Permitted Personnel will not, access or use the Products so as to cause Wood Mackenzie to breach any applicable export control laws or sanctions. Wood Mackenzie reserves the right to restrict Client's access to the Products to locations which are not subject to sanctions or export controls of the United Kingdom, the United States of America, and other relevant jurisdictions without liability to Client. Wood Mackenzie further reserves the right to suspend provision of Products to Client or terminate this Agreement upon written notice, without liability, in the event that Client, Client's affiliates or Permitted Personnel, or the uses to which Client puts the Products, are or become the target of export control laws and regulations or trade sanctions of the United Kingdom, the United States of America, or any relevant jurisdiction. In the event that Wood Mackenzie determines that Client or any of Client's affiliates or Permitted Personnel are in breach of this section, Wood Mackenzie may immediately terminate this Agreement without credit or refund on written notice to Client.

16.2 You shall indemnify Wood Mackenzie and its affiliates from any and all loss, settlement, damage or expense (including reasonable legal fees) and any fine or penalty howsoever suffered or incurred that arise in relation to your breach of the restrictions in Section 16.1 above.

17. Confidentiality.

17.1 "Confidential Information" means written or oral information relating to the business of Wood Mackenzie or the Client which is received as a result of this agreement and the discussions leading up to it. The parties shall keep the Confidential Information confidential unless: (i) the Confidential Information was already lawfully known, or became lawfully known to either of the parties independently; (ii) the Confidential Information is in, or comes into, the public domain other than due to wrongful use or disclosure by Wood Mackenzie or the Client; (iii) disclosure or use of the Confidential Information is necessary to carry out this agreement; (iv) disclosure is required by law to any government, government department, agency, regulatory or fiscal body or authority and their authorised agents and professional advisers.

17.2 Wood Mackenzie and the Client shall make sure that each of their employees, agents, auditors and sub-contractors (including in respect of the Client, any Permitted Personnel) comply with this section.

17.3 Wood Mackenzie and the Client shall use the same standard of care in dealing with the other party's information as if it were Confidential Information of their own.

17.4 The obligations in this section 17 will continue for a period of five (5) years from the date of termination of the relevant Agreement.

17.5 Wood Mackenzie and the Client shall tell each other immediately if they discover that this section has been breached and shall give the each other all reasonable assistance in connection with any proceedings.

18. Data Protection.

18.1 In this section 18, the following terms shall have the following meanings: "controller", "processor", "data subject", "personal data", "processing" and "process" shall have the meanings given in the Directive or GDPR (as applicable).

18.2 In relation to any personal data processed in connection with this Agreement, each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. In particular, (and without limitation), the Client shall comply with all necessary transparency and lawfulness requirements under Applicable Data Protection Law in order for it to disclose personal data, and for Wood Mackenzie to process the personal data the Client discloses, for the purposes of providing the Products and/or Services and as otherwise described in this Agreement.

18.3 Each party shall provide the other party with all reasonable and timely assistance to enable the other party to respond to: (i) any request from a data subject to exercise any of its rights under

Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of personal data in relation to this Agreement. In the event that any such request, correspondence, enquiry or complaint is made directly to either party, that party shall promptly inform the other party providing full details of the same.

18.4 Wood Mackenzie and the Client shall make sure that each of their employees, agents, auditors and sub-contractors (including in respect of the Client, any Permitted Personnel) comply with this section.