

**PROFESSIONAL SERVICES AGREEMENT**  
**FOR**  
**SECURITIES PRICING**

BETWEEN



COOK COUNTY GOVERNMENT  
COOK COUNTY TREASURER'S OFFICE

AND

ICE DATA PRICING & REFERENCE DATA, LLC

CONTRACT NO. 1925-17999

(Purchase Order No.70000147411)

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**COUNTY GENERAL CONDITIONS**

**GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contractor's obligations explicitly for the County under this Contract. All such persons shall be subject to the prior approval of the County. For the purposes of this Agreement, "contractor" and "subcontractor" does not include (1) Contractor's web hosting partners; (2) contracts for employment between the Contractor and personnel assigned for services thereunder; or (3) the provision of market data to Contractor for its customers generally.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

**GC-02 TAXES**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

**GC-03 DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director of the Using Department ("Director"). Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding the foregoing, nothing in this Disputes provision shall limit either Party's remedies at law or in equity.

**GC-04 MODIFICATIONS AND AMENDMENTS**

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer has authority to amend a contract on behalf of the County, provided that any such amendment is agreed upon and signed by Contractor and does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. If the amendment extends the Contract beyond one (1) year, or increases the total award amount beyond \$150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement

Officer is void and unenforceable. Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this GC-06, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

#### **GC-05 INSURANCE REQUIREMENTS**

Contractor shall maintain for the duration of this contract a policy or policies of insurance with commercially reasonable coverage and limits, including but not limited to, Commercial General Liability Insurance. The insurance shall be commensurate with the usual and customary industry practices for similarly situated businesses. Contractor shall comply with applicable laws governing workers' compensation and mandatory insurance for vehicles. The County reserves the right to request a certificate of insurance at any time.

#### **GC-06 MINORITY AND WOMEN BUSINESS ENTERPRISES**

##### **COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303**

##### **I. POLICY AND GOALS**

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.

B. The County may set contract-specific goals for each contract, based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this Contract are zero percent (0%). A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, including but not limited to, commitments to achieve for this contract, the MBE/ WBE goals of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this GC-09, the contract amount is the amount that has been entered on the Schedule.

C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above. [Not applicable to this contract]

D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.

E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this GC-12 and the wording of the Ordinance shall apply. If there is a conflict between this GC-12 and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.

F. A Contractor's failure to carry out its commitments in the course of the Contract's performance shall constitute a material breach of the Contract and if such breach is not appropriately cured, may result in the termination of the Contract or such remedy authorized by the Master Services Agreement.

##### **II. REQUIRED BID OR QUOTATION SUBMITTALS**

To be considered responsive, a Bid or Quotation shall meet the MBE and WBE goals by submitting a Utilization Plan with the Bid or Quotation, which shall be (1) supported by Letters of Intent from the MBEs and WBEs together with the MBEs/WBEs Letters of Certification, and/or (2) include a written Petition for Reduction/Waiver with the Bid or Quotation supported by documentation of Good Faith Efforts to meet the goals. Failure to submit the documents set forth in (A) and (B) of this Section II in accordance with these guidelines will cause the Bid or Quotation to be considered non-responsive and shall be cause to reject the Bid or Quotation. [Not applicable to this contract]



**A. MBE/WBE Utilization Plan**

Each Bid or Quotation shall include with the Bid or Quotation a complete Utilization Plan. The Utilization Plan shall list the names, mail and email addresses, telephone number and contact persons of businesses intended to be used as MBEs and WBEs on the Contract. If the entity submitting a Bid or Quotation, or any of its subcontractors, suppliers or consultants, are certified MBEs or WBEs they shall be identified as an MBE or WBE within the Utilization Plan. [Not applicable to this contract]

**1. Letter(s) of Intent**

Except as set forth below, a Bid or Quotation shall include with its Utilization Plan, Letter(s) of Intent executed by each MBE and WBE included in the Utilization Plan and by the entity submitting the Bid or Quotation, which sets forth that each MBE and WBE intends to perform as a subcontractor, supplier, joint venture partner and/or consultant on the contract. The Letters of Intent must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and/or prices to be paid.

If the Bid or Quotation does not include all Letter(s) of Intent with its Utilization Plan, such Letter(s) of Intent may be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation Opening. Failure to submit all Letter(s) of Intent as required shall result in the Contract Compliance Administrator's determination that a Bid or Quotation is not responsive and shall be cause to reject the Bid or Quotation.

All commitments made by a Bid or Quotation in its Utilization Plan must conform to those included in the submitted Letter(s) of Intent. The Contract Compliance Administrator reserves the right to request supplemental information regarding the Letter(s) of Intent submitted with a Bid or Quotation and such information shall be furnished. (Reference pages EDS-2 for a format sample of a Letter of Intent)

[Not applicable to this contract]

**2. Letter(s) of Certification**

Only a Letter of Certification from one of the following entities shall be accepted as certification of MBE/WBE status:

County of Cook

Small Business Administration 8A Program

Illinois Unified Certification Program

or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

[Not applicable to this contract]

**3. Joint Venture Affidavit**

In the event a Bid or Quotation achieves MBE and/or WBE participation by entering into a Joint Venture, the Bid or Quotation shall include the required Joint Venture Affidavit which is available in the Office of Contract Compliance. Such Joint Venture Affidavit shall be submitted with the Bid or Quotation along with Letter(s) of Certification.

[Not applicable to this contract]

**B. Reduction/Waiver Petition**

In the event a Bid or Quotation is unable to meet the applicable contract MBE and WBE participation goals, the Bid or Quotation must include a Petition for Reduction/Waiver and submit the Petition with its Bid or Quotation. The Petition for Reduction/Waiver shall be supported with evidence and sufficient documentation to demonstrate the Bid's or Quotation's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals. If a Bid or Quotation does not include all documentation in support of the Petition with its Bid or Quotation, such documentation must be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation opening. The goal specific to this Contract is attached as Exhibit 6.

[Not applicable to this contract]

**III. REDUCTION/WAIVER OF MBE/WBE GOALS**

**A. Granting a Reduction/Waiver Request**

1. The determination of the adequacy of the Good Faith Efforts to utilize MBEs and WBEs in a Bid or Quotation will be evaluated on the basis of the actions in attempting to achieve MBE and WBE participation goals set forth in the Bid or Quotation. Examples of actions constituting Good Faith

Efforts for a Bid or Quotation are set forth within the Ordinance and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" contained in the Bid or Quotation Documents.

[Not applicable to this contract]

2. The Contract Compliance Administrator may grant the Petition for Reduction/Waiver based upon the following criteria: (a) sufficient qualified MBEs and WBEs capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the contractor; (b) the specifications and the reasonable and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract into sufficiently small tasks or quantities to enable the contractor to utilize MBEs and WBEs in accordance with the applicable goals; (c) the price(s) quoted by any potential MBE or WBE source of goods or services is more than 10% above competitive levels; and (d) any other factor determined to be relevant by the Contract Compliance Administrator. [Not applicable to this contract]

**B. Denying a Reduction/Waiver Request**

1. If the Contract Compliance Administrator determines that a Bid or Quotation has not demonstrated adequate Good Faith Efforts to meet the applicable contract MBE and WBE goals, the Contract Compliance Administrator may deny a Petition for Reduction/Waiver and declare the Bid or Quotation non-responsive and recommend rejection of the Bid or Quotation.

[Not applicable to this contract]

2. Failure to undertake and/or to document adequate Good Faith Efforts shall be cause to deny a Petition for Reduction/Waiver. Determination of the adequacy of a Bid's or Quotation's Good Faith Effort will be evaluated on the basis of the Bid's or Quotation's actions as of the date of the Bid or Quotation opening.

[Not applicable to this contract]

**IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN**

A. Contractor, during its performance of the Contract, may not change the MBE or WBE commitments specified in its Utilization Plan, including but not limited to, terminating a MBE or WBE contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance.

[Not applicable to this contract]

B. Where an enterprise under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Administrator, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain a MBE or WBE replacement within 30 working days of the Contract Compliance Administrator's written approval of the removal of a MBE or WBE may result in the termination of the contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted to Contractor allowing Contractor to award the work to a non-MBE or WBE.

[Not applicable to this contract]

**V. NON-COMPLIANCE**

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance or this GC-09, the Contract Compliance Administrator will notify the Contractor of such noncompliance and the County and Contractor will work together to come to a reasonable resolution.

[Not applicable to this contract]

**VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as required by law as they relate to contractor and subcontractor obligations.

**GC-07 CONDUCT OF THE CONTRACTOR**

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). The Contractor shall not

use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

**GC-08 ACCIDENT REPORTS**

When Contractor is required to be on site at County premises, then The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

**GC-09 USE OF PREMISES (Only if entering County premises)**

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

**GC-10 GENERAL NOTICE**

All legal notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, registered or certified, return receipt requested. Legal notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

Chief Procurement Officer  
County of Cook  
Room 1018 County Building  
118 North Clark Street  
Chicago, Illinois 60602  
(Reference County Contract Number)

TO THE CONTRACTOR:

ICE Data Pricing & Reference Data, LLC  
100 Church St., Floor 11  
New York, NY 10007  
Attn: Andrea Rourke

**GC-11 COOPERATION WITH INSPECTOR GENERAL**

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances) to the extent that any obligations under the applicable provisions are in connection to the services provided under the Schedule. Failure to cooperate as required may result in monetary and/or other penalties.

**GC-12 CONTRACT INTERPRETATION**

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. County General Conditions
2. IDSI Schedule of Data Services- Premium Select Delivery
3. Vendor Master Service Agreement
4. Execution Forms

**END OF SECTION**

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**EXHIBIT 1**

**IDSi Schedule of Data Services- Premium select Delivery**

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## IDSI Schedule of Data Services - Premium Select Delivery

Commencement Date: May 1, 2020

Under the terms and conditions of the Master Services Agreement (the "Agreement") dated May 1, 2020, ICE Data Pricing & Reference Data, LLC (f/k/a Interactive Data Pricing and Reference Data LLC) ("Vendor") having its principal place of business at 100 Church Street, New York, NY 10007 agrees to provide the service described below (each a "Service", comprising the "Services" under the Agreement) to: Office of the Cook County Treasurer (the "Licensee") located at: 118 N. Clark #218, Chicago, IL 60602. Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

1. **IDSI Premium Select Pricing Data and Fees:** Vendor shall provide Licensee pricing/Evaluations Data pertaining to the securities in the Licensee File on either an individual security type basis and/or a bundled basis all as indicated in Tables A and/or B on Exhibit 1 at the delivery frequency(s) indicated in Tables A and/or B on Exhibit 1. Licensee shall pay Vendor the Per Hit Fees set forth in Tables A and/or B on Exhibit 1. In addition, Licensee shall pay Vendor a Transmission and Support fee of \$864.97 per month. Vendor will invoice Licensee on a monthly basis, in arrears.

For the purposes of this Schedule, "Licensee File" shall mean the file submitted by Licensee to Vendor comprised of identifiers for those securities concerning which Licensee desires to receive Data hereunder, and "Hit" shall mean each occasion on which such information is provided to Licensee concerning a security in the Licensee File.

2. **License:** Subject to the provisions of the Agreement, Vendor hereby grants Licensee a non-exclusive, non-transferable, limited license to use the Service for Licensee's internal use within Licensee's Collateral Pledging Department/Business Unit in conjunction with Licensee's G Treasury Application/Business Function.
3. **Access to Additional Data and Fees for Additional Data:** If types of securities or announcements are included in a Licensee File other than those indicated in Table A or B on Exhibit 1, and such Data is then provided via the Service, Licensee agrees to (x) use such Data in accordance with the license granted herein and (y) pay Vendor's list fees for such Data in which case Vendor will invoice Licensee on a monthly basis, in arrears.
4. **Term:** The term of this Schedule shall begin on the Commencement Date and, unless sooner terminated as provided in the Agreement, shall continue for a term of one (1) year(s) (the "Initial Term") and thereafter for two (2) optional successive renewal terms of one (1) year(s) (each a "Renewal Term"). The Licensee shall provide Vendor with not less than thirty (30) days prior written notice if Licensee chooses not to enter into a successive Renewal Term. In such event, This Schedule shall terminate at the end of the then current Renewal Term. The Vendor and Licensee understand that any amendment must be executed in compliance with County General Condition GC-04.
5. **Other Provisions Applicable to this Schedule:**

**Evaluations:** In the event that Licensee at any time receives Data from Vendor containing Evaluations, rather than market quotations, for certain securities or certain other data related to such securities, the following provisions will apply: (i) evaluated securities are typically complicated financial instruments. There are many methodologies (including computer-based analytical modeling and individual security evaluations) available to generate approximations of the market value of such securities, and there is significant professional disagreement about which is best. No evaluation method, including those used by Vendor, may consistently generate approximations that correspond to actual "traded" prices of the instruments; (ii) Vendor's methodologies used to provide the pricing portion of certain Data may rely on Evaluations; however, Licensee acknowledges that there may be errors or defects in Vendor's software, databases, or methodologies that may cause resultant Evaluations to be inappropriate for use in certain applications; and (iii) Licensee assumes all responsibility for edit checking, external verification of Evaluations, and ultimately the appropriateness of use of Evaluations and other pricing Data provided via the Service in Licensee's applications, regardless of any efforts made by Vendor in this respect. Licensee shall indemnify and hold Vendor completely harmless in the event that errors, defects, or inappropriate Evaluations are made available via the Service or the Data.

**Broker Quotes:** For certain fixed income securities Vendor provides pricing based on a broker quote ("Broker Quotes") when sufficient information, such as cash flows or other security structure or market information, is not available to produce an Evaluation. Broker Quoted securities are provided based solely on our receipt of updated quotes from market makers or broker-dealers recognized as market participants. A list of these fixed income securities is compiled daily as of market close and is available via 360View<sup>SM</sup>. Broker Quotes are not Evaluations and are not considered part of the evaluated pricing service. (To request complimentary access to 360View Limited please contact your account representative.)

**Challenge Portal Access:** Vendor may provide Licensee with access to Vendor's Challenge Portal (the "Challenge Portal") in connection with its evaluated pricing challenge processes. Any information received by Licensee via the Challenge Portal: (i) shall be deemed to be "Data" or "Services" as defined in the Agreement, (ii) may be used by Licensee solely in connection with Vendor's evaluated pricing challenge processes, and (iii) may not be provided to any third parties or used in any other manner. Licensee, at Licensee's sole cost and expense, shall be responsible for obtaining and maintaining a Web Browser of Licensee's choosing, necessary to communicate with Vendor and to access the Challenge Portal. Licensee shall also obtain, at Licensee's sole cost and expense, all computer equipment, third party software and any communication, transmission or delivery devices or services required to install, access, receive, retrieve or use the Challenge Portal.



## 6. Modifications to Agreement:

The parties hereby acknowledge and agree that for the purposes of this Schedule and the Services provided hereunder, the following modifications are made to the terms and conditions of the Agreement:

- (i) To the extent prohibited by applicable laws and/or regulations governing Licensee, Vendor hereby agrees that Licensee's indemnification obligation under Section 6 of the Agreement do not apply to this Schedule and the Services provided hereunder to Licensee.
- (ii) Subsection 3(c) does not apply to this Schedule and fees payable hereunder.
- (iii) Vendor hereby agrees that the references to "the State of New York" and to "New York, New York, USA," are hereby changed to "the State of Illinois" and to "Illinois, USA," respectively, for the purposes of this Schedule and the Services provided hereunder.

**IN WITNESS** of the parties' signatures below by their respective authorized representatives, this Schedule is incorporated into the Agreement as of the Commencement Date.

### OFFICE OF THE CHIEF PROCUREMENT OFFICER

Signed: Raffi Sarrafian

Print Name: Raffi Sarrafian

Title: Chief Procurement Officer

### ICE DATA PRICING & REFERENCE DATA, LLC

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT 1****Table A - Individual Security Type Selections**

<b>Type of Security</b>	<b>Delivery Frequency</b>	<b>Per Hit Fee</b>
<input type="checkbox"/> U.S. Listed Equities (NYSE, AMEX, Nasdaq, BATS Z, Regionals, OOTC), Mutual Funds, Indices		
<input type="checkbox"/> Canadian Equities		
<input type="checkbox"/> Dually Listed		U.S. or Canadian equity fee shall apply
<input type="checkbox"/> Daily Evaluated Preferreds [includes Auction Rate Preferred Securities (ARPS) & Market Auction Preferred Securities (MAPS)]		
<input type="checkbox"/> Daily Convertible Preferreds		
<input type="checkbox"/> OTCMG (Pink Sheets)		
<input type="checkbox"/> Unit Investment Trusts		
<input type="checkbox"/> U.S & Canadian Options (per Hit based on number of underlying equities)		
<input type="checkbox"/> U.S Equity/Index Composite/NBBO Options/ BATS Options Exchange		
<input type="checkbox"/> U.S. Agency Discount Notes		
<input checked="" type="checkbox"/> Government Agencies & TBAs	Weekly & EOM	0.61
<input type="checkbox"/> OTC Bonds		
<input checked="" type="checkbox"/> U.S. Government Bills, Bonds, Notes, and Savings Bonds	Weekly & EOM	0.44
<input type="checkbox"/> Zero Coupon		
<input type="checkbox"/> High Yields [includes listed high yield Evaluations, high yield equipment trust Evaluations, and high yield medium term note Evaluations]		
<input type="checkbox"/> Long Term and Short Term CDs		
<input type="checkbox"/> Equipment Trusts		
<input type="checkbox"/> Canadian Bonds and T-Bills		
<input type="checkbox"/> Reverse Mortgages		
<input type="checkbox"/> MTN Fixed Rate		
<input type="checkbox"/> MTN Floating Rate		
<input type="checkbox"/> Church Bonds		
<input type="checkbox"/> U.S. Investment Grade Listed Bond Evaluations		
<input type="checkbox"/> Listed Bonds: U.S. Exchange Pricing only		
American Depositary Receipts (Unlisted):		
<input type="checkbox"/> ADR OOTC Prices (NOTE: if U.S. Listed Equities are selected above, OOTC Prices will be billed at that fee.)		
<input type="checkbox"/> ADR Evaluations		



**Table B - Individual Security Type Selections**

<b><i>Type of Security</i></b>	<b><i>Delivery Frequency</i></b>	<b><i>Per Hit Fee</i></b>
<input checked="" type="checkbox"/> Municipal Bonds	Weekly & EOM	0.56
<input checked="" type="checkbox"/> Municipal High Yields	Weekly & EOM	0.56
<input checked="" type="checkbox"/> Municipal Derivatives	Weekly & EOM	0.56
<input checked="" type="checkbox"/> CMO Broker Quoted	Weekly & EOM	2.74
<input checked="" type="checkbox"/> CMO ARMs Other	Weekly & EOM	2.74
<input checked="" type="checkbox"/> CMO Commercial Mortgage Backed	Weekly & EOM	2.74
<input checked="" type="checkbox"/> CMO Non-Agency Whole Loan ARMs	Weekly & EOM	2.74
<input checked="" type="checkbox"/> CMO All Others	Weekly & EOM	2.74
<input checked="" type="checkbox"/> ABS Broker Quoted	Weekly & EOM	2.74
<input checked="" type="checkbox"/> ABS Home Equity	Weekly & EOM	2.74
<input checked="" type="checkbox"/> ABS All Other	Weekly & EOM	2.74
<input checked="" type="checkbox"/> Mortgage-Backed Securities	Weekly & EOM	0.64
<input checked="" type="checkbox"/> MBS ARMs	Weekly & EOM	0.64
<input checked="" type="checkbox"/> MBS IO/PO Trusts	Weekly & EOM	0.64
<input type="checkbox"/> GNMA Serial Notes - Units		

*Pricing/Evaluations Data Notes applicable to Tables A and B above:*

The Per Hit Fee is applied for each occasion on which such information is provided concerning a security in the Licensee File, or per underlying security, as applicable for the type of security in question as set forth above.

There should be no overlap between the selection of any individual security type and any bundled security types. However, in the event of any overlap between any individually selected type(s) of security and the selection of any bundle containing any such individually selected security type, the fees set forth for the bundled security type shall be charged.

Exhibit 2

Master Service Agreement

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# MASTER SERVICES AGREEMENT

## Cover Sheet

Date: March 15, 2020

Address for Notices: <b>100 Church Street New York, NY 10007 Attn: Sales</b>	Address for Legal Notices:	Attn:
Facsimile: <b>1.914.313.4805</b>	Facsimile:	
Address for Legal Notices: <b>100 Church Street New York, NY 10007 Attn: Legal Department</b>	Address for Invoices:	Attn:
	Email for Legal Notices Pursuant to Section 14(b) <sup>1</sup> :	
	Email for Notices Pursuant to Section 15(e):	

1) **Agreement Construction:**

- a) This Master Services Agreement Cover Sheet, along with the General Terms and Conditions of Service attached hereto as Exhibit 1, and the Pricing and Reference Data Specific Terms and Conditions attached hereto as Exhibit 2, and incorporated herein (collectively, the "Agreement") is entered into between ICE Data and Licensee as of the date set forth above.
- b) Services shall be provided by ICE Data or an Affiliate of ICE Data, to Licensee, or an Affiliate of Licensee, as described in the Schedules entered into pursuant to this Agreement.

Each Schedule shall constitute a separate agreement between the parties executing such Schedule and each such Schedule shall incorporate the terms and conditions of this Agreement. For the avoidance of doubt, the parties to this Agreement shall not be deemed parties to the Schedules entered into pursuant to this Agreement, unless specifically identified as such within a Schedule(s).

In furtherance of the foregoing, for the purposes of each Schedule, the term "Vendor" as used throughout this Agreement shall mean ICE Data, or such Affiliate of ICE Data, that has entered into such Schedule, and the term "Licensee" as used throughout this Agreement shall mean Licensee, or such Affiliate of Licensee that has entered into such Schedule.

- c) Certain types of Data and Services provided by Vendor and/or its Affiliates have different requirements that govern such Data and Services (e.g., real-time data, hosted solutions, etc.). In the event Licensee elects to receive such Services, Licensee shall be subject to the relevant Specific Terms and Conditions. In the event of any inconsistency between the terms of this Agreement and any other instrument entered into pursuant to this Agreement, then the order of interpretation shall be as follows: (1) Schedules; (2) Addenda to Specific Terms and Conditions; (3) Specific Terms and Conditions; and (4) Master Services Agreement Cover Sheet/General Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

~~COOK COUNTY TREASURER'S OFFICE~~

Office Of the Chief Procurement Officer

By: Raffi Sarrafian

Print Name: Raffi Sarrafian

Title: Chief Procurement Officer

ICE DATA, LP:

By its General Partner,

ICE DATA MANAGEMENT GROUP, LLC:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>1</sup> ICE Data recommends establishing a vendor-specific mailbox for receipt of notices, in lieu of identifying a named individual (e.g., [icedataservicesnotices@xyzco.com](mailto:icedataservicesnotices@xyzco.com)).



## EXHIBIT 1

### GENERAL TERMS AND CONDITIONS OF SERVICE

1) Definitions. As used in this Agreement, the terms set forth below shall have the meanings ascribed to them below.

"Advisers Act" means the Investment Advisers Act of 1940, as amended.

"Affiliate" means any entity directly or indirectly controlling, controlled by or under common control with another entity, where "control" means ownership of more than 50% of the voting stock or other equity interests of an entity, or the right to direct the management of such entity.

"Backwards Compatible Change" means a non-material change to the Services, including, but not limited to, the addition to the Services of new information, messages and/or fields using the existing formats of the Services and/or additional or enhanced Data being made available via the Services.

"Change of Control" means, with respect to any entity: (i) a transfer to a single entity or group of related entities (whether in a single transaction or a series of transactions) of more than fifty percent (50%) of the stock, assets, or other equity interests in an entity, by merger or otherwise; or (ii) a transfer of the right to direct the management of such entity.

"Commencement Date" the sooner of (i) the date any component of the Services first become available to Licensee under a Schedule, or (ii) one hundred twenty (120) days from the Effective Date.

"Confidential Information" means: (i) any business or technical information of Vendor or Licensee, including, but not limited to, product plans, designs, costs, product prices, customer lists, lists of prospects, finances, marketing plans, business opportunities, personnel, research, development, trade secrets, know-how or other intellectual property; and (ii) the terms of this Agreement. The existence of this Agreement shall not constitute Confidential Information.

"Data" means the information and data contained in the Services.

"Derived Data" means data created by Licensee, in connection with Licensee's use of the Data as permitted under the terms of any applicable Order Schedule, as a result of combining, processing, changing, converting or calculating the Data or any portion thereof with other data where the resultant data (i) does not bear resemblance to the underlying Data, (ii) cannot be readily reverse engineered, disassembled or decompiled such that a third-party may access the Data via the Derived Data, (iii) cannot be used in a manner which could be a source of, or a substitute for Data provided by Vendor or its Affiliates, (iv) cannot be used in whole or in part in a manner which competes with Vendor or its Affiliates; or (v) cannot be used for constructing, creating or calculating the value of any index or indexed products.

"Effective Date" means the date on which a Schedule commences.

"Evaluations" shall mean market-based measurements that are processed through a rules based pricing application and represent our good faith determination as to what the holder may receive in an orderly transaction (for an institutional round lot position typically 1MM or greater current value USD or local currency equivalent)

under current market conditions. The rules based logic utilizes standard valuation techniques that vary by asset class and maximize the use of relevant observable inputs including quoted prices for similar assets, benchmark yield curves and market corroborated inputs.

"Force Majeure" means any delay by reason or circumstances beyond either party's control, including, but not limited to, acts of civil or military authority, national emergencies, third party labor difficulties, fire, flood or other catastrophe, acts of God, terrorism, insurrection, war, riots, failure of transportation or power supply, communications outage, Internet outage, cyber attack, or performance (or lack thereof) of third parties.

"Intellectual Property Rights" means patents, inventions, utility models, petty patents, trademarks, service marks, trade and service names, copyrights, database rights and design rights (whether or not any of them are registered, and including applications for registration of any of them), rights in know-how, moral rights, trade secrets and rights of confidence; all rights or forms of protection of a similar nature or having similar or equivalent effect to any of them which may exist anywhere in the world at the date of the Agreement or Schedule or in the future.

"Non-Backwards Compatible Change" means a material change to the Services.

"Outsourcing" shall mean the practice whereby Licensee or anyone acting by, through, or on behalf of Licensee provides certain infrastructure and/or operational processes, including, without limitation, software systems or platforms, to a third party in lieu of such third party providing such infrastructure or processes itself.

"Schedule" means any schedule or order form, however it may be titled, executed by Vendor or its Affiliate on the one hand, and Licensee or its Affiliate on the other hand, which sets forth the business terms, as well as any additional terms and conditions governing a particular Service.

"Services" means the services provided by Vendor or its Affiliates to Licensee or its Affiliates as identified in the Schedules, which may include, but are not limited to, Data, hardware, software, Data access, selected or bulk delivery of Data, hosted solutions, contract programming, consulting, technical assistance and support services.

"Territory" means the U.S., unless otherwise specified in a Schedule.

"Test Data" means sample data, information or software.

"Third Party Supplier" means any third party from time to time providing Data, content, information, hardware, software, connectivity or other services to Vendor and/or its Affiliates, including, but not limited to, stock exchanges, commodity exchanges, news providers, software developers, co-location facilities, data centers and telecommunications providers.

"Vendor Indemnities" means Vendor, its Affiliates, and their respective Third Party Suppliers, officers, directors, employees, agents and representatives.



2) License.

a) Vendor hereby grants Licensee a limited, non-exclusive, non-transferable license to use Services as set forth in the applicable Schedule, solely within the Territory. Unless otherwise set forth in the Schedule, Licensee may use the Services solely for its internal use in the department/business unit identified in the Schedule, in conjunction with the specific application/business use identified in the Schedule. Licensee acknowledges that certain Services and/or Data may be provided on Vendor's behalf by an Affiliate of Vendor. Except as otherwise set forth in a Schedule, Licensee is expressly prohibited from using the Data to create or assist in the creation of any index. Licensee shall not use the Services, in whole or in part, in any manner that competes with Vendor or its Affiliates. Vendor reserves the right to add, delete or modify all or any portion of the Services at any time.

b) Unless otherwise expressly set forth in a Schedule, Licensee shall not:

- i) provide the Data to, or use the Data on behalf of, any Affiliate of Licensee;
- ii) provide any Data to any third party for use in any litigation, arbitration, mediation or similar purpose;
- iii) use the Data to provide Outsourcing services to any third party;
- iv) use the Data to calculate or create Derived Data;
- v) provide the Data to a third party performing services for Licensee on an outsourced basis, without the prior written approval from Vendor or the applicable Affiliate of Vendor in each case, which approval may be subject to additional terms and conditions and additional fees; or
- vi) redistribute all or any portion of the Services (redistributors are required to execute a Redistribution Addendum).

c) If the nature of Licensee's service materially changes, including if the service merges or is combined with or linked to another service or product, Licensee shall provide Vendor with at least ninety (90) days' prior written notice and Vendor shall have the right to terminate the applicable Schedule or to prohibit distribution of the Services via such modified product or service.

d) To the extent applicable, Licensee shall, at no cost to Vendor, display/include such copyright, disclaimer and other notices as Vendor may reasonably require on each screen display/display page of Licensee's service that includes any of the Services, and in all user manuals supplied with the service (if any), and display such other notices as Vendor may reasonably require in connection with the dissemination of the Services. Licensee shall not alter, modify, remove or otherwise revise any part of the copyright, disclaimer or other required notices.

e) Licensee shall maintain adequate security precautions, consistent with then-current industry standards, to avoid all unauthorized access to or distribution of the Services, including, among other things, the use of a secure server and protective firewalls and passwords userids.

f) Any rights not expressly granted herein or in a Schedule are reserved by Vendor.

3) Fees.

a) All fees set forth on the Schedules shall be due and payable within thirty (30) days of receipt of Vendor's invoice therefor, without set off. If Licensee does not provide Vendor written notice of its dispute of any amount in an invoice within six (6) months of its receipt of the invoice, Licensee shall be deemed to have waived any dispute related to such invoice. Unless otherwise set forth in a Schedule, fees shall begin to accrue as of the Commencement Date. Without limiting any other rights or remedies of Vendor hereunder, in the event Licensee fails to fulfill its payment obligations, Vendor reserves the right to suspend the Services without further notice.

b) Vendor prefers payment by automated clearing house (ACH). Check or wire transfer are also acceptable methods of payment; Vendor does not accept payment by credit card.

c) If Licensee fails to pay any fees when due, Licensee shall pay Vendor interest on the outstanding amount at the rate of one and one half percent (1.5%) per month (or if less, the maximum amount permitted by applicable law). Vendor's right to receive interest as set forth above shall not be construed to limit Vendor's right to recover damages from Licensee due to Licensee's failure to pay the applicable fees, nor any other rights of Vendor under the Agreement and/or Schedule, as applicable.

d) At the beginning of each calendar year, all fees, terms and conditions are subject to change by Vendor; provided Vendor gives Licensee at least thirty (30) days' prior written notice. Notwithstanding any other provision of this Agreement, Vendor reserves the right to pass through to Licensee any Third Party Supplier change in cost, provided that Vendor shall use commercially reasonable efforts to give Licensee as much advanced written notice of such change in cost as is reasonably practicable.

e) In addition to the fees, Licensee shall pay all applicable taxes, exchange fees, or amounts equal to all taxes, however designated or levied, based on Vendor's fees, the Services provided hereunder, or otherwise arising out of this Agreement, exclusive of taxes based on Vendor's net income. In the event Vendor does not collect sales tax in the state to which the Services are delivered, Licensee is responsible for assessing and, if applicable, remitting to the relevant state the required amount as a use tax.

f) Failure by Licensee to fulfill its payment obligations when due shall constitute a material breach hereunder.

4) Term and Termination.

a) This Agreement shall commence as of the date written above and shall continue in effect thereafter for as long as any Schedule entered into pursuant to this Agreement remains in effect.

b) Each Schedule shall remain in effect for the initial term and renewal terms set forth in such Schedule, until terminated effective as of the end of the initial or then-current renewal term, upon the number of days' notice specified in the Schedule. If no such notice period is specified in a Schedule, then the agreement shall automatically renew for additional one (1) year terms unless either party provides not less than sixty (60) days' notice of termination to the other, such termination to take effect at the end of the then current term.

c) Either party may terminate this Agreement or a Schedule with immediate effect in the event of a material breach by the other party which remains uncured for a period of thirty (30) days after receipt of



notice of default. In addition to the foregoing, in the event of Licensee's material breach of Section 2 of this Agreement, or any breach of a license granted in a Schedule, Vendor may suspend the applicable Service(s) without notice and without prejudice to any further right or remedy Vendor may have if, in Vendor's reasonable judgment, a failure to suspend will cause serious damage to Vendor.

d) Either party may terminate this Agreement immediately in the event that the other party makes any assignment for the benefit of creditors, files a petition under the bankruptcy laws of any jurisdiction, is the subject of an involuntary petition under the bankruptcy laws of any jurisdiction which has not been dismissed within sixty (60) days after filing, has appointed a trustee or receiver for its property or business, is adjudicated bankrupt or insolvent or admits in writing its inability to pay debts as they become due or its balance sheet insolvency. If Vendor has the right to terminate under this Section 4(d), Vendor may suspend any or all of the Services without prejudice to any further right or remedy Vendor may have.

e) Upon termination of a Schedule or of Licensee's license to use the Services, Licensee will cease all use of the Services and promptly delete or destroy all copies it may have of the Data and any software or security keys Licensee may have received from Vendor, except to the extent Licensee is required to retain portions of the Data for regulatory document retention and archival purposes provided no productive use can be made of the Data. Upon Vendor's request, Licensee shall produce written certification that the Data and software have been purged from Licensee's computer systems, and that all copies or portions thereof, along with any security keys, have been destroyed.

#### 5) NO WARRANTIES; LIMITATION OF LIABILITY.

a) VENDOR, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF EVERY KIND, EXPRESS AND/OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR TITLE, AS TO THE SERVICES, INCLUDING THE INFORMATION, DATA, SOFTWARE, APPLICATIONS OR PRODUCTS CONTAINED THEREIN OR THE RESULTS OBTAINED BY THEIR USE, AND AS TO THE PERFORMANCE THEREOF. NEITHER VENDOR, ITS AFFILIATES NOR THEIR RESPECTIVE THIRD PARTY SUPPLIERS GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SERVICES OR ANY COMPONENT THEREOF.

b) VENDOR, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, INTERRUPTIONS, MALFUNCTIONS OR DELAYS IN THE SERVICES. THE SERVICES AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND LICENSEE'S USE OF, OR ANY DECISIONS MADE IN RELIANCE OF THE SERVICES IS AT LICENSEE'S OWN RISK. FURTHER, VENDOR, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST LICENSEE BY THIRD PARTIES, EXCEPT IN CONNECTION WITH VENDOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

c) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR ANY

LIABILITY IN CONNECTION WITH LICENSEE'S BREACH OF THE LICENSE GRANT IN AN APPLICABLE SCHEDULE, IN NO EVENT WHATSOEVER SHALL VENDOR, ITS AFFILIATES, THEIR THIRD PARTY SUPPLIERS, LICENSEE OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

d) WITHOUT LIMITING THE PROVISIONS OF SECTION 5(a)-(c) ABOVE, EXCEPT FOR ANY INCIDENTS CAUSED BY VENDOR'S WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF VENDOR, ITS AFFILIATES, OR THEIR RESPECTIVE THIRD PARTY SUPPLIERS IN CONNECTION WITH THE SERVICES AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED THE MONTHLY RECURRING FEES PAID BY LICENSEE UNDER THE APPLICABLE SCHEDULE FOR THE SERVICE IN QUESTION FOR THE MOST RECENT SIX (6) MONTHS PRIOR TO THE TIME SUCH LIABILITY AROSE, EXCLUDING ONE-TIME FEES, THIRD PARTY SUPPLIER FEES, THIRD PARTY HARDWARE PURCHASE FEES AND TAXES. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE SERVICES MAY BE BROUGHT BY LICENSEE MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.

e) LICENSEE ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE NOT INTENDED TO SUPPLY FINANCIAL, ACCOUNTING, TAX, COMMODITY TRADING, OR LEGAL ADVICE, OR ADVICE REGARDING THE FUTURE VALUE, OR SUITABILITY OF ANY PARTICULAR SECURITY, COMMODITY INTEREST, TRANSACTION, INVESTMENT OR INVESTMENT STRATEGY.

6) Licensee Indemnification. Except with respect to third party claims due to Vendor's fraud, or willful misconduct, and intellectual property infringement matters for which Vendor must indemnify Licensee pursuant to Section 7 below, Licensee will indemnify the Vendor Indemnitees from and against any and all losses, damages, liability, costs (including reasonable attorney's fees) and expenses, resulting directly or indirectly from any claim or demand against the Vendor Indemnitees by a third party relating to the Services received from Vendor (or through a third party if set forth in a Schedule) or any data, information, service, report, analysis or publication derived therefrom. Notwithstanding the foregoing, Licensee shall not, without the prior written consent of the Vendor Indemnitees, which shall not be unreasonably withheld, accept any settlement or compromise or consent to any entry of judgment, with respect to any claim that: (i) subjects the Vendor Indemnitees to liability of any kind, including, but not limited to, injunctive or other equitable actions or orders of any kind; or (ii) does not include as an unconditional term thereof, the delivery by the claimant or plaintiff of a written release that releases the Vendor Indemnitees from all liability in respect of such claim.

#### 7) Vendor Indemnification

a) Licensee acknowledges that: (i) portions of the Data, information and other components of the Services are provided to Vendor by the Third Party Suppliers; and (ii) all Intellectual Property Rights in the Services are the property of Vendor, its Affiliates, the Third Party Suppliers or other third party licensors, and nothing



contained herein shall be construed so as to transfer any such rights to Licensee.

b) If any action is instituted against Licensee alleging that the Services or a portion thereof (other than any portion of the Services covered in Section 7(d)) infringe upon a United States, Canadian or European Union patent, copyright or trademark of a third party, Vendor will pay damages attributed to such claim; provided that:

- (i) Vendor, at its option, shall have sole authority to defend or settle such claim;
- (ii) Licensee promptly notifies Vendor of such action and gives Vendor all information and assistance (at Vendor's expense) necessary to defend or settle such claim;
- (iii) such claim does not arise out of the unauthorized use or modification of the Services, the combination of all or part of the Service with data, products or technology not supplied by Vendor or use of a version of the Services other than the most recent version; and
- (iv) any costs for which Licensee seeks indemnification were incurred with Vendor's prior written authorization except for de minimus costs incurred by Licensee with outside counsel in determining whether to bring the claim to Vendor for Vendor's defense under this Section 7.

c) If such claim has occurred, or in Vendor's opinion is likely to occur, Vendor may, at its election and expense, either obtain for Licensee the right to continue using the Services at issue, or replace or modify the same so they become non-infringing; provided, that, if none of the foregoing alternatives are reasonably practicable, as determined by Vendor in its sole discretion, Licensee shall discontinue use of the affected Services (which may be removed by Vendor at its option) and receive a prorated refund of any prepaid fees for such Services.

d) Notwithstanding anything set forth in Section 7(b), to the extent any portion of the allegedly infringing Services is obtained from a Third Party Supplier, Vendor's indemnification obligations under this Section 7 shall be: (i) contingent upon Vendor receiving indemnity from the relevant Third Party Supplier; and (ii) limited by the amount Vendor recovers from the relevant Third Party Supplier in proportion to other claims (actual or potential) arising out of the alleged infringement.

e) This Section 7 sets forth the entire warranty by Vendor and the exclusive remedy of Licensee against Vendor for any third party patent, copyright or other proprietary right infringement claims and any liability of Vendor shall be subject to the limitations set forth in Section 5.

#### 8) Confidential Information.

a) Each party shall preserve the Confidential Information of (or pertaining to) the other party and will not disclose any Confidential Information to any third party without the prior written consent of the other party, except if required by law, rule, regulation, regulatory request or judicial order, provided that, unless prohibited by applicable law, the party disclosing Confidential Information under such circumstances shall give the other party reasonable notice and a reasonable opportunity to protect its interests in the Confidential Information prior to making such disclosure.

b) Neither party shall be liable for the disclosure of any Confidential Information that: (i) is in the public domain at the time of disclosure; (ii) was in the possession of or demonstrably known by

a party prior to its receipt from the other; (iii) is independently developed by a party without use of any Confidential Information provided by the other; or (iv) becomes known to a party from a source other than the other party without breach of the first party's obligations under this Agreement. Licensee agrees that Vendor's disclosure to Third Party Suppliers of (x) the existence of this Agreement and/or (y) the terms and conditions governing the availability of the Data to Licensee and/or its clients, as applicable, shall not constitute a breach of the confidentiality provisions of this Agreement to the extent such disclosures are made by Vendor to satisfy Vendor's obligations under its agreements with such Third Party Suppliers.

c) Licensee expressly acknowledges that the Services are prepared by Vendor and/or the Third Party Suppliers through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money. Licensee shall honor and comply with all reasonable requests to protect the contractual, statutory and common law rights of Vendor and the Third Party Suppliers in the Services and shall promptly notify Vendor of any potential or actual infringement of such rights.

d) Personal Information. The party receiving Confidential Information (the "Receiving Party") acknowledges that the party disclosing Confidential Information (the "Disclosing Party") may be subject to internal policies, laws and regulations that govern and restrict the collection, storage, processing, disclosure or use of any information that identifies or can be used to identify, contact or precisely locate the person or legal entity to whom such information pertains or from which identification or contact information of an individual person or legal entity can be derived ("Personal Information"), including, but not limited to, any Personal Information relating to the Disclosing Party, Disclosing Party's Affiliates and each of their respective customers, suppliers and personnel. ICE's Privacy Policy is located here: <https://www.intercontinentalexchange.com/privacy-policy>. Where Licensee is incorporated in Singapore certain other conditions set out in ICE's Privacy Policy may apply. Where Licensee or one or more of its Affiliates (herein, "Subscriber") is incorporated in any member state of the European Economic Area ("EEA") the Additional Terms Relating to EU Subscribers ("Additional Terms") available at [https://www.theice.com/publicdocs/Additional\\_Terms\\_EU\\_Subscribers.pdf](https://www.theice.com/publicdocs/Additional_Terms_EU_Subscribers.pdf) shall be incorporated into and form part of this Agreement. Vendor and Licensee agree to be bound by the terms and conditions of the Additional Terms with respect to the Personal Information that is the subject matter of the Additional Terms, and, in the event of conflict with any other terms of the Agreement, shall prevail over such terms.

#### 9) Third Party Suppliers.

a) This Agreement is subject to the requirements and policies of the applicable Third Party Suppliers which may be imposed and updated by such Third Party Suppliers from time to time, including, but not limited to, reporting requirements and the clauses set forth on Exhibit 1-A hereto. Licensee shall have sole responsibility for complying with all applicable Third Party Supplier requirements which are imposed on Licensee, and neither Vendor nor any Affiliates shall bear any responsibility for any fees or other requirements that may be imposed on Licensee by any Third Party Supplier, except as otherwise expressly specified in a Schedule. Licensee shall be responsible for the payment of all applicable Third Party Supplier fees that are billed either to Vendor or directly to Licensee by the Third Party Suppliers that result from Licensee's



(and as applicable its clients') use of the Services, together with any related administrative costs of Vendor.

b) Licensee acknowledges that where access to some Data is subject to the approval of the applicable Third Party Supplier, Vendor may not be able to supply such Data until such approval is granted. Licensee further acknowledges that it may be required to enter into and maintain direct agreements (including the payment of licensing fees) with the Third Party Suppliers for the receipt of certain Data from Vendor. Where any Third Party Supplier requires Licensee to enter into such an agreement, Licensee shall, upon written request of Vendor, supply a copy of such agreement to Vendor, and Vendor shall not be obligated to provide the Service or Data until it receives the applicable agreement or confirmation from the relevant Third Party Supplier that Licensee is duly licensed. In addition, in the event of any termination of Licensee's agreement with the Third Party Supplier, Licensee shall notify Vendor immediately and Vendor may suspend or terminate access to the relevant Data.

c) Vendor's ability to grant Licensee rights relating to the Services is contingent upon all rights, titles, licenses, permissions and approvals obtained by Vendor from its Third Party Suppliers pertaining to the Services remaining in full force and effect. In the event that certain of Vendor's rights, titles, licenses, permissions or approvals pertaining to the Services from its Third Party Suppliers are altered, cancelled, terminated, rescinded or not renewed, or whenever the terms of its agreements with the applicable Third Party Suppliers require such discontinuance: (i) Licensee's (and, as applicable, its clients') rights to use the affected portions of the Services may be subject to change or termination, including, in some cases, automatic termination and (ii) Vendor may alter or terminate provision of Data or that portion of the Services that relates to such discontinuance. In each such instance neither Vendor nor the applicable Third Party Supplier shall have any liability other than for Vendor to make a pro-rata refund to Licensee of any fees that have been prepaid.

10) Audit. Licensee agrees to keep complete and accurate books, records and related documentation concerning the use and distribution of the Data. Vendor and/or the Third Party Suppliers, either directly or through a third party independent auditor, are hereby granted the right to (i) audit and examine, upon reasonable notice, Licensee's books, records and applicable computer equipment, devices, components, transmission equipment and software used by Licensee in connection with the installation, maintenance, accessing, delivery, transmission, reception, retrieval or use by Licensee and its clients (as applicable) of the Services, and (ii) observe, upon reasonable notice, operations conducted by Licensee relating to the use and distribution of the Data. This right will be exercised by Vendor not more than once during any twelve (12) month period, upon reasonable prior written notice to Licensee, during normal local business hours, and pursuant to any reasonable security or confidentiality provisions at Licensee's request. All such audits shall be conducted at Vendor's sole expense, unless an audit by Vendor reveals a material variance in the use and distribution of the Services from the use and distribution contemplated by this Agreement, in which case Licensee shall be liable to Vendor for all reasonable audit expenses incurred by Vendor. Licensee shall also be liable for any unauthorized use or distribution of the Services discovered during such audit.

#### 11) Licensee Mergers, Acquisitions and Reorganizations.

a) If any business (whether or not incorporated) not covered by this Agreement becomes, as a result of a merger, acquisition or reorganization with Licensee, an Affiliate, division, group or business

of Licensee during the term of this Agreement, such business may not use any Services prior to the execution of a Schedule (or amendment of an existing Schedule) to cover its use of the Services, including the payment of fees. If no reasonable agreement can be reached, such business shall have no right to use the Services delivered to Licensee.

b) If Licensee divests itself of a company or business unit, in whole or in part, and that business unit used and/or distributed the Services pursuant to the terms of a Schedule, Licensee may not provide the Services to the divested business unit or use any of the Services to service the divested business unit (e.g., by providing transition services) prior to the execution of a Schedule (or amendment of an existing Schedule) between Vendor and Licensee to cover use of the Services by Licensee for the benefit of such divested business unit, including the payment of fees. Licensee shall provide Vendor written notice within thirty (30) days of the completion date of such divestiture. Licensee's notice shall also specify the nature and extent of the divested business unit's use and/or distribution of the Services. As of the completion date of such divestiture, the divested business unit shall no longer be entitled to access or use any part of the Services unless it has entered into an appropriate agreement directly with Vendor.

12) Publicity. Except as set forth in a Schedule or in connection with Vendor's obligation to disclose to Third Party Suppliers, neither party shall publicize (whether in promotional, marketing or subscription materials, or in registration statements and/or prospectuses) the fact that Vendor provides Data to Licensee and/or Licensee's clients, provided that either party may disclose the terms and conditions of this Agreement in summary form in connection with the sale or transfer of all or substantially all of its assets or its regulators.

#### 13) Assignment.

No assignment of Licensee's rights or obligations under this Agreement and/or any applicable Schedule may be effectuated without the prior written consent of Vendor, which shall not be unreasonably withheld or delayed unless the assignee is a competitor or customer of Vendor or its Affiliates in which case Vendor may withhold its consent in its sole discretion. Any attempt to assign or transfer this Agreement or any Schedule without consent shall be null and void. Subject to the foregoing, this Agreement and all Schedules and instruments hereunder shall be binding upon the parties hereto and their permitted successors and assigns. Licensee acknowledges and agrees that a transfer by operation of law or otherwise of Licensee's interest in this Agreement and Schedule and a Change of Control affecting Licensee shall constitute a deemed assignment requiring Vendor's consent. Vendor may, upon written notice to Licensee and without obtaining any further consent from Licensee, assign, delegate, transfer or novate this Agreement in whole or any of its rights and/or obligations under this Agreement to any of its Affiliates or to any other third party.

Notwithstanding the foregoing, there may be no assignment (as that term is defined in the Investment Advisers Act of 1940) of this Agreement or any Schedule that relates to regulated Services, provided by Vendor's affiliate, ICE Data Pricing & Reference Data, LLC, without obtaining the prior consent of Licensee. Licensee will be deemed to have consented to the assignment if it does not object in writing to the assignment within thirty (30) days of receipt of a written notification describing the assignment, to be provided by Licensee.





#### 14) Notices.

a) Unless otherwise notified in writing, and except as otherwise set forth herein, notices required under this Agreement shall be sent to the parties at the notice addresses set forth on the cover sheet to this Agreement. Notices shall be deemed delivered: (i) when delivered personally; (ii) five (5) days after mailing, when sent certified mail, postage prepaid, return receipt requested; (iii) one (1) business day after dispatch, when sent via a nationally recognized commercial overnight carrier, fees prepaid; or (iv) upon delivery when sent by facsimile transmission confirmed by first class mail.

b) Electronic Notices. Notwithstanding the provisions of Section 14(a), Licensee hereby agrees that all notices, requests for consent, reports, disclosures and other information required to be provided under federal securities laws including, without limitation, delivery of ICE Data Pricing & Reference Data, LLC's brochure as required under the Advisers Act may be delivered by Vendor electronically. Such communication may be delivered to Licensee by any of the following means: (1) by email to an email address provided by Licensee to Vendor; (2) by sending Licensee an email that includes a hyperlink to the address on the Internet where the information is posted, and can be read and printed; and (3) by sending Licensee a notice that directs Licensee to an address on the Internet where the communication is posted and from which it can be read and printed. Such delivery shall be deemed an effective delivery for the purposes of the federal securities laws, including the Advisers Act, whether or not Licensee actually accesses or reviews the communication. Notwithstanding Licensee's consent to electronic delivery, Vendor may elect to deliver communications by other means which shall not affect such consent. Licensee shall notify Vendor of any change to the email address specified for receipt of electronic delivery of documents under this Section 14(b). Licensee may revoke this consent to electronic delivery of communications at any time and receive documents in paper format within reasonable time from receipt of such notice by Vendor.

#### 15) Change in Services.

a) Vendor may from time to time introduce Backwards Compatible Changes to the Services without notice to Licensee.

b) Vendor may introduce Non-Backwards Compatible Changes to the Services upon at least sixty (60) days' prior written notice to Licensee.

c) Vendor has the sole discretion to determine the editorial content of the Services, as applicable, which may be changed by Vendor from time to time. Licensee shall not make any editorial, formatting or other changes in the Services unless expressly authorized in advance in writing by Vendor. Notwithstanding the foregoing, Licensee may, for formatting purposes only, include such codes, tags, instructions and other technical applications as may be necessary or desirable to make the Services compatible with the database structure, search logic, or other formatting arrangement of Licensee's service.

d) To the extent any changes to the Services result from requirements of Third Party Suppliers or other third parties, Vendor will use commercially reasonable efforts to provide Licensee with as much notice as is reasonably practicable under the circumstances, based on the notice received by Vendor in such cases.

e) Notices of technical changes and similar matters contemplated herein shall be delivered to Licensee via e-mail. Vendor recommends that Licensee establish a Vendor-specific mailbox for

receipt of technical notices (e.g., idcotech@xyzco.com), but in any event, Licensee is responsible for providing Vendor with an active mailbox for delivery of technical notices.

16) Testing of Additional Services. From time to time Licensee may desire to test and evaluate certain additional Services and/or expand the scope of a Service to which Licensee already subscribes (e.g., increasing the frequency of delivery or receiving a new Service). Vendor is willing to provide the Test Data to Licensee at no charge for a limited period of time (in no event to exceed thirty (30) days), in a mutually satisfactory form and frequency, provided that:

a) Licensee will use the Test Data solely for the purpose of evaluating the Test Data and Vendor's Services within Licensee's own organization and not for redistribution to any third party, or for any productive purpose. Vendor may, in its sole discretion, discontinue providing such Test Data at any time without notice.

b) The Test Data, and the results of any test using the Test Data, constitute Intellectual Property Rights hereunder, and the provisions of Sections 1, 4-9, 10 and 15 hereof shall apply to the use of the Test Data. Upon Vendor's request, and in any event after the expiration or termination of the test, Licensee shall cease all use of the Test Data and purge the Test Data and any copies thereof from its computer system. If the Test Data is delivered in a fixed medium, Licensee shall return the Test Data to Vendor or supply a certificate of destruction thereof, upon Vendor's request.

c) In certain instances, it may be necessary for the parties to execute a Test Agreement with additional terms and conditions applicable to the Test Data.

#### 17) Miscellaneous.

a) Entire Agreement. This Agreement, the Specific Terms and Conditions, any addenda thereto, and the Schedules constitute the entire understanding of the parties with respect to the Services and supersede all prior or collateral agreements, or understandings regarding the Services. No waiver or modification shall be valid or binding unless in writing and signed by the party to be charged thereby.

b) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any and all disputes arising under or in connection with this Agreement or any Schedule shall be adjudicated in the state or federal courts located in New York, New York, USA. Each party hereby irrevocably consents to the personal jurisdiction of such courts for purpose of the adjudication of any such dispute, stipulates to the convenience, efficiency and fairness of proceeding in such courts, and covenants not to allege or assert the inconvenience, inefficiency or unfairness of proceeding in such courts. The official text of this Agreement shall be in the English language.

c) Partial Invalidity. Wherever possible the provisions of this Agreement shall be interpreted in a manner to be effective and valid under applicable law, but if prohibited or invalid, such provision shall only be ineffective to the extent required by law, without invalidating (to the extent possible) the intent of or remainder of such provision or other provisions.

d) Third Party Beneficiaries. Licensee understands and acknowledges that this Agreement confers third-party beneficiary status on the Third Party Suppliers. Each Third Party Supplier may enforce this Agreement against Licensee as to matters under this Agreement that pertain to it, by legal proceeding or otherwise, and



may likewise proceed against any person that obtains Data other than as permitted herein or in a Schedule.

e) Headings, Gender and Number. The headings used herein will not affect the interpretation of these terms and conditions. The singular shall include the plural and vice versa, and a reference to one gender shall be deemed to be a reference to any gender.

f) Force Majeure. Neither party, nor the Third Party Suppliers, shall be liable for damages or penalties in the event their performance hereunder is impaired or prevented as a result of events of Force Majeure, provided that if the event of Force Majeure continues for more than three (3) months, either party may cancel any affected Service immediately upon written notice to the other party.

g) Waiver. Failure by any party to exercise any right or remedy under the Agreement will not signify acceptance of the event giving rise to such right or remedy nor will it constitute a waiver of such right or remedy.

h) Independent Contractors. Nothing in this Agreement shall be deemed to create an agency, joint venture or partnership relationship between Licensee and Vendor. Neither party shall have authority to act on behalf of or bind the other party in any way.

i) Compliance with Laws. Each party will comply with all applicable international, national, state/provincial and local laws, regulations, ordinances, and codes, including, but not limited to, the United States Foreign Corrupt Practices Act and any applicable anti-bribery laws, and applicable economic or trade sanctions, export controls and securities laws, now or hereafter in effect.

In addition, and to the extent applicable based upon the Services subscribed to by Licensee, the following provisions relating to Export Restriction shall apply:

Export Restriction. Vendor and or/its Affiliates grant Licensee the license to use any Services and related technical information, documents and materials on the condition that Licensee will not take any action to cause Vendor and or/its Affiliates to breach the U.S. Export Administration Regulations (EAR) and the requirements of the U.S. Department of the Treasury's Office of Foreign Assets Controls' (OFAC) sanctions programs, including the Specially Designated Nationals List (collectively the "Controls"). Licensee will: (i) comply with all legal requirements established under the Controls; (ii) cooperate fully with Vendor in any official or unofficial audit or inspection that relates to the Controls; and (iii) not export, re-export, divert or transfer, directly or indirectly, any such item or direct products thereof to, or otherwise enter into any transaction or engage in any other activities with, any country, territory or person restricted or targeted by the Controls. Licensee further represents and warrants that as of the date of this Agreement, (x) neither Licensee, Licensee's Affiliates nor any of their respective affiliates, subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any OFAC sanctions, (y) Subscriber is not 50% or more owned or controlled, directly or indirectly, by any person or entity that is the subject of any OFAC sanctions, and (z) to the best of Licensee's knowledge, no entity or entities own or control either directly or indirectly more than 50% of the Licensee are the subject of OFAC sanctions.

j) Counterparts. This Agreement may be signed in counterparts, with the same effect as if the signature on each counterpart were upon the same instrument.

k) Attribution. Licensee shall provide Vendor with such attribution as the source of the Data as Vendor may reasonably require from time to time.

l) Survival. The provisions of Sections 1, 3(c), 3(d), 4(e), 5, 6, 8, 10, 12, 14, 17 and Licensee's unsatisfied payment obligations shall survive any termination or expiration of this Agreement and any Schedule.

## EXHIBIT 1-A

### Required Third Party Supplier Clauses

#### 1) CUSIP Global Services

Licensee agrees and acknowledges that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, CUSIP Global Services ("CGS") and the American Bankers Association ("ABA"), and that no proprietary rights are being transferred to Licensee in such materials or in any of the information contained therein. Any use by Licensee outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Licensee agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, Licensee agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.

Licensee agrees that Licensee shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Licensee further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, DB, INTERNET, ELECTRONIC, CD-ROM Services and/or any other future services developed by the CGS.

NEITHER CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO LICENSEE ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY LICENSEE FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

Licensee agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.



## EXHIBIT 2

### PRICING AND REFERENCE DATA SPECIFIC TERMS AND CONDITIONS

1) Use and Restrictions on Use.

a) Unless otherwise set forth on a Schedule, Licensee may use the Services solely for its internal use in the Department/Business Unit identified in the Schedule in conjunction with the specific Application/Business Use identified in the Schedule.

b) Licensee's use of the Services shall be subject to the Third Party Supplier restrictions set forth on Exhibit 2-A hereto.

c) Unless otherwise set forth in a Schedule, Licensee shall not use any part of the Data in conjunction with any third party application, system or model where such application, system or model already utilizes Vendor's data, and such data is provided to Licensee from a third party that receives it from Vendor or an Affiliate of Vendor.

2) Evaluations. Licensee acknowledges that there may be errors or defects in Vendor's software, databases, or methodologies that may cause resultant evaluations to be inappropriate for use in certain applications, and Licensee assumes all responsibility for edit checking, external verification of evaluations, and ultimately the appropriateness of use of evaluations and other pricing data provided via the Service in Licensee's applications, regardless of any efforts made by Vendor in this respect.

3) Investment Adviser Status of ICE Data Pricing & Reference Data, LLC. ICE Data Pricing & Reference Data, LLC is a registered investment adviser with the U.S. Securities and Exchange Commission. In the event Licensee receives Services from ICE Data Pricing & Reference Data, LLC, Licensee acknowledges receipt of ICE Data Pricing & Reference Data, LLC's Form ADV Part 2A or other customer disclosure brochure before or at the time of entering into this Agreement.



## EXHIBIT 2-A

### THIRD PARTY SUPPLIER REQUIRED CLAUSES

**Restricted Data.** The following provisions apply to all recipients of evaluated prices for European Collateralized Debt Obligations (EUR\_CDO).

- a) Licensee represents and warrants that it is familiar with both Rule 144A and Regulation S under the Securities Act of 1933, as amended (the "Securities Act"). Under Vendor's agreement with Intex Solutions, Inc., receipt of certain data ("Restricted Data") from Vendor is limited to entities that meet the definition of a Qualified Institutional Buyer within the meaning of Rule 144A or a "non-U.S. Person" within the meaning of Regulation S that as of the date the services were provided was resident outside of the United States. In order to receive Restricted Data, Licensee must certify that it is a Qualified Institutional Buyer as described in Section (b) below or a Non-U.S. Person as described in Section (c) below. Licensee agrees and acknowledges that any redistribution of Restricted Data that is permitted under the terms of an applicable Services Agreement and/or schedule (including insubstantial use of the Restricted Data) is permissible only with respect to persons that meet the definition of a Qualified Institutional Buyer within the meaning of Rule 144A or to "non-U.S. Persons" within the meaning of Regulation S that as of the date of the redistribution were resident outside of the United States.
- b) **Qualified Institutional Buyer Certification.** In connection with the foregoing, Licensee hereby represents and warrants that one of the clauses set forth in (b)(i)-(vi) below is true:
- i) Licensee is one of the following entities that acting for its own account or the accounts of other Qualified Institutional Buyers, in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with Licensee:
    - an insurance company as defined in Section 2(13) of the Securities Act; or
    - an investment company registered under the Investment Company Act of 1940 or any business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940; or
    - a small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; or
    - a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees; or
    - An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974; or
    - A trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in Rule 144A (a)(1)(i)(D) or (E), except trust funds that include as participants individual retirement accounts or H.R. 10 plans; or
    - a business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940; or
    - an organization described in Section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act or a foreign bank or savings and loan association or equivalent institution), partnership, Massachusetts or similar business trust; or
    - an investment adviser registered under the Investment Advisers Act of 1940.
  - ii) Licensee is a dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), acting for its own account or the accounts of other Qualified Institutional Buyers, that in the aggregate owns and invests on a discretionary basis at least \$10 million in securities of issuers that are not affiliated with Licensee.
  - iii) Licensee is a dealer registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer.
  - iv) Licensee is an investment company registered under the Investment Company Act of 1940, acting for its own account or the accounts of other Qualified Institutional Buyers, that is part of a family of investment companies which own in the aggregate at least \$100 million in securities of issuers other than issuers that are affiliated with Licensee or are part of such family of investment companies.
  - v) Licensee is an entity, all the equity owners of which are Qualified Institutional Buyers acting for its own account or the accounts of other Qualified Institutional Buyers.
  - vi) Licensee is a bank as defined in section 3(a)(2) of the Securities Act, a savings and loan association or other institution as referenced in section 3(a)(5)(A) of the Securities Act, or a foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other Qualified Institutional Buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least \$25 million as demonstrated in its latest annual financial statements.
- c) **Non-U.S. Person Certification:** Licensee is a non-U.S. person within the meaning of Regulation S under the Securities Act of 1933 and Licensee will be resident outside of the United States as of the date the services are provided.

Licensee agrees to promptly notify Vendor pursuant to the terms of the applicable Services Agreement if any of the certifications made above ceases to be true.



Exhibit 3

Evidence of Insurance

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# CERTIFICATE OF LIABILITY INSURANCE

INTEREXC

DATE (MM/DD/YYYY)  
3/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial Lines - (404) 923-3700 USI Insurance Services LLC 3475 Piedmont Rd. Ste 800 Atlanta, GA 30305	<b>CONTACT NAME:</b> Jennifer Lefler <b>PHONE (A/C, No, Ext):</b> 470-875-0441 <b>E-MAIL ADDRESS:</b> Jennifer.lefler@usi.com <b>FAX (A/C, No):</b> 610-537-1929														
<b>INSURED</b> ICE Data Pricing & Reference Data, LLC 5660 New Northside Dr., 3rd Floor Atlanta, GA 30328	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER B: Everest National Insurance Company</td><td>10120</td></tr><tr><td>INSURER C: American Casualty Company of Reading, PA</td><td>20427</td></tr><tr><td>INSURER D: Transportation Insurance Company</td><td>20494</td></tr><tr><td>INSURER E: Lloyd's of London</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Company	20508	INSURER B: Everest National Insurance Company	10120	INSURER C: American Casualty Company of Reading, PA	20427	INSURER D: Transportation Insurance Company	20494	INSURER E: Lloyd's of London		INSURER F:	
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INSURER D: Transportation Insurance Company	20494														
INSURER E: Lloyd's of London															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER:** 14872221      **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		5093304772	06/01/2019	06/01/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$</td><td>2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	MED EXP (Any one person)	\$	5,000	PERSONAL & ADV INJURY	\$	2,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000	COMBINED SINGLE LIMIT (Ea accident)	\$		BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$	
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C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WC5085005970- AOS WC5085006018- CA WC5085006052- AZ,MA,OR,	06/01/2019	06/01/2020	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000																		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate is issued for operations usual to Securities and Commodity Exchange business.

## CERTIFICATE HOLDER

Office of the Cook County Treasurer  
118 N. Clark, #218  
Chicago, IL 60602

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Alana Madley*

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

Exhibit 4

Electronic Payable Program

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**OFFICE OF THE COOK COUNTY COMPTROLLER**  
**ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

**FOR INFORMATION PURPOSES ONLY**

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").**  
**If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.**

**DESCRIPTION**

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

**1. Dedicated Credit Card – "PULL" Settlement**

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

**2. One-Time Use Credit Card – "SUGA" Settlement**

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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Exhibit 5

Identification of Subcontractor/Supplier/Subconsultant Form

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**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>	
<input type="checkbox"/> Disqualification	<input checked="" type="checkbox"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1925-17999	Date: Not applicable to this contract
Total Bid or Proposal Amount: \$17,929.92 per year	Contract Title: Not applicable to this contract
Contractor: ICE Data Pricing & Reference Data, LLC	Subcontractor/Supplier/Subconsultant to be added or substitute: Not applicable to this contract
Authorized Contact for Contractor: Al Selvester	Authorized Contact for Subcontractor/Supplier/Subconsultant: Not applicable to this contract
Email Address (Contractor): Al.Selvester@theice.com	Email Address (Subcontractor): Not applicable to this contract
Company Address (Contractor): 100 Church Street, 11th Floor	Company Address (Subcontractor): Not applicable to this contract
City, State and Zip (Contractor): New York, NY 10007	City, State and Zip (Subcontractor): Not applicable to this contract
Telephone and Fax (Contractor): 212-497-5030	Telephone and Fax (Subcontractor): Not applicable to this contract
Estimated Start and Completion Dates (Contractor): 2/15/2020	Estimated Start and Completion Dates (Subcontractor): Not applicable to this contract

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Not applicable to this contract	

~~The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE Utilization Plan must be submitted to the Office of the Contract Compliance.~~ Not applicable to this contract

Contractor ICE Data Pricing & Reference Data, LLC

Name Andrea O'Rourke

Title Secretary

Prime Contractor Signature

Date Mar 17, 2020

Exhibit 6

Minority and Women Owned Business Enterprise Commitment

**I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

<b>Contract Type</b>	<b>Goals</b>
<b>MBE</b>	<b>WBE</b>
Goods and Services	25% 10%
Construction	24% 10%
Professional Services	35% Overall

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is zero percent (0%).** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

## II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

### A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

#### 1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect

participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

**2. Letter(s) of Certification**

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance).

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

**3. Joint Venture Affidavit**

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance). The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

**B. Petition for Reduction/Waiver**

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

**Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

**III. REDUCTION/WAIVER OF MBE/WBE GOALS**

**A. Granting or Denying a Reduction/Waiver Request.**

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

**IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN**

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a



MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

#### **V. NON-COMPLIANCE**

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

#### **VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

#### **VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director

Cook County

118 North Clark Street, Room 1020

Chicago, Illinois 60602

(312) 603-5502

**Exhibit 7**

**Economic Disclosure Statement Forms and Execution Documents**

CONTRACT #: 1925-17999  
Securities Pricing

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on [municode.com](http://municode.com).

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract.

*Lobby or lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person or Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.



**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyl.gov/ethics-board-of](http://cookcountyl.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

**SECTION 2**

**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act, Act. 15 U.S.C. Section 1 et seq.;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act, 15 U.S.C. Section 1, et seq.;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

to the best of our knowledge.

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

**C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).



**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq.).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction Inmates.



**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address


**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: \_\_\_\_\_ No: ☒

- b) If yes, list business addresses within Cook County:

N/A

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: \_\_\_\_\_

No: ☐

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.



4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_

\_\_\_\_\_  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☒ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. County reserves the right to request additional information to verify veracity of information contained in this statement.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

**Identifying Information:**

Name ICE Data Pricing & Reference Data, LLC

D/B/A: \_\_\_\_\_ FEIN # Only: 13-3668779

Street Address: 100 Church Street, 11th Floor

City: New York

State: NY

Zip Code: 10007

Phone No.: 212-497-5030

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☒ Other (describe) Limited Liability Company



**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
ICE Data Services, Inc.	100 Church Street, 11th Floor, NY, NY 1007	100%
Igloo Intermediate Corporation	32 Crosby Drive, Bedford, MA 01730	Sole shareholder of ICE Data Services, Inc.
Interactive Data Holdings Corporation	32 Crosby Drive, Bedford, MA 01730	Sole shareholder of Igloo Intermediate Corporation
Intercontinental Exchange, Inc.	5660 New Northside Drive, Atlanta, GA 30328	Sole shareholder of Interactive Data Holdings Corporation

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? ☒ Yes ☐ No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
ICE Data Services, Inc.	100 Church Street, 11th Floor, NY, NY 1007	Sole member of ICE Data Pricing & Reference Data, LLC	

**Declaration (check the applicable box):**

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

CONTRACT #: 1925-17999  
Securities Pricing

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE**

Andrea O'Rourke

Name of Authorized Applicant/Holder Representative (please print or type)

*Andrea O'Rourke*

Signature

Andrea.O'Rourke@theice.com

E-mail address

Subscribed to and sworn before me  
this 29<sup>th</sup> day of January 2020

x

Notary Public Signature

**LADRO M. BUENO**  
Notary Public, State of New York  
No. 32806071034  
Qualifies in New York County  
Commission Expires March 11, 2022

Secretary

Title

V/29/2020

Date

914-313-4338

Phone Number

My commission expires: 3/11/2022

Notary Seal





COOK COUNTY BOARD OF ETHICS  
69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304 Office 312/603-9988 Fax

#### FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

##### Neotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

##### Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

Parent  
Child  
Brother  
Sister  
Aunt  
Uncle  
Niece  
Nephew

Grandparent  
Grandchild  
Father-in-law  
Mother-in-law  
Son-in-law  
Daughter-in-law  
Brother-in-law  
Sister-in-law

Stepfather  
Stepmother  
Stepson  
Stepdaughter  
Stepbrother  
Stepsister  
Halfbrother  
Halfsister



COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: ICE Data Pricing & Reference Data, LLC

Address of Person Doing Business with the County: 100 Church Street, 11th Floor, NY, NY 10007

Phone number of Person Doing Business with the County: 212-497-5030

Email address of Person Doing Business with the County: \_\_\_\_\_

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Andrea O'Rourke - Secretary - Andrea.O'Rourke@iceice.com

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1925-17999

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 17,929.92 per year

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Jorge Robles, Senior Contract Negotiator, 312-603-6828

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Andrew Jatco, Chief Financial Officer, 312-603-7238

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed.*

**D** The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ **D** The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.



**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- D** The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship

*If more space is needed, attach an additional sheet following the above format.*

- D** The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

Name of Person Responsible  
for the General  
Administration of the  
Business Entity Doing  
Business with the County

Name of Related County  
Employee or State, County or  
Municipal Elected Official

Title and Position of Related  
County Employee or State, County  
or Municipal Elected Official

Nature of Familial  
Relationship

Name of Agent Authorized  
to Execute Documents for  
Business Entity Doing  
Business with the County

Name of Related County  
Employee or State, County or  
Municipal Elected Official

Title and Position of Related  
County Employee or State, County  
or Municipal Elected Official

Nature of Familial  
Relationship

Name of Employee of  
Business Entity Directly  
Engaged in Doing Business  
with the County

Name of Related County  
Employee or State, County or  
Municipal Elected Official

Title and Position of Related  
County Employee or State, County  
or Municipal Elected Official

Nature of Familial  
Relationship

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

  
Signature of Recipient

1/29/2020  
Date

**SUBMIT COMPLETED FORM TO:**

Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
CookCounty.Ethics@cookcountyil.gov

\*Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption



SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

\*Contract\* means any written document to make Procurements by or on behalf of Cook County.

\*Person\* means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

\*Procurement\* means obtaining supplies, equipment, goods, or services of any kind.

\*Substantial Owner\* means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

I. **Contract Information:**

Contract Number: 1925-17999

County Using Agency (requesting Procurement): \_\_\_\_\_

II. **Person/Substantial Owner Information:**

Person (Corporate Entity Name): ICE Data Pricing & Reference Data, LLC

Substantial Owner Complete Name: \_\_\_\_\_

FEIN# 13-3668779

E-mail address: \_\_\_\_\_

Street Address: 100 Church Street, 11th Floor

City: New York State: NY Zip: 10007

Home Phone: ( ) \_\_\_\_\_

III. **Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,

YES or ☒ NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,

YES or ☒ NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,

YES or ☒ NO

Employee Classification Act, 820 ILCS 185/1 et seq.,

YES or ☒ NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,

YES or ☒ NO

Any comparable state statute or regulation of any state, which governs the payment of wages

YES or ☒ NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, It is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner.  
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation.  
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default.  
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.  
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: [Signature]

Date: 1/29/2020

Name of Person signing (Print): Andrea O'Rourke

Title: Secretary

Subscribed and sworn to before me this 29<sup>th</sup> day of January, 2020

X [Signature]  
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.

**LAURO M. BUENG**  
Notary Public, State of New York  
No. 12816071034  
Qualified in New York County  
Expires March 11, 2022

**SECTION 5**  
to the best of our knowledge,  
**CONTRACT AND EDS EXECUTION PAGE**

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

**Execution by Corporation**

Corporation's Name

President's Printed Name and Signature

Telephone

Email

Secretary Signature

Date

**Execution by LLC**

ICE Data Pricing & Reference Data, LLC

Andrea O'Rourke

LLC Name

\*Member/Manager Printed Name and Signature

Date

914-313-4338 Andrea.ORourke@theice.com

Telephone and Email

**Execution by Partnership/Joint Venture**

Partnership/Joint Venture Name

\*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

**Execution by Sole Proprietorship**

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

29<sup>th</sup> day of January, 2020

My commission expires: 3/11/2022

Notary Public Signature

Notary Seal

\*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6  
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS  
CONTRACT IS HEREBY EXECUTED BY:

*Raffi Sarrafian*

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 29th DAY OF April, 2020

APPROVED AS TO FORM:

N/A

ASSISTANT STATES ATTORNEY

(Required on contracts over \$1,000,000.00)

CONTRACT TERM & AMOUNT

1925-17999

CONTRACT #

May 1, 2020 through April 30, 2021

ORIGINAL CONTRACT TERM

two, one-year renewal options

RENEWAL OPTIONS (If Applicable)

\$17,929.92

CONTRACT AMOUNT

NA

COOK COUNTY BOARD APPROVAL DATE (If Applicable)