

CONTRATO OCS Nº 314/2019
CONTRATO SAP Nº 4400003990

8 Bouverie Street London EC4Y 8AX

Euromoney Trading Limited

SUBSCRIPTION COVER SHEET

EUROMONEY TRADING LIMITED and THE BRAZILIAN DEVELOPMENT BANK – BNDES agree to the EUROMONEY INSTITUTIONAL INVESTOR PLC AND INSTITUTIONAL INVESTOR INC TERMS AND CONDITIONS attached.

PURPOSE: Product	Quantity	Supply Period	Pricing
Airline Analyst	one access login	36 months	US\$ 61,200.00
TAA Financial Ratings	one access login	36 months	
PURPOSE: Product	Quantity	Supply Period	Pricing
ILFR Print	three	36 months	see below
ILFR Online	three access logins	36 months	
PURPOSE: Product	Quantity	Supply Period	Pricing
Trade Finance Print	three	36 months	see below
Trade Finance Online	three access logins	36 months	
PURPOSE: Product	Quantity	Supply Period	Pricing
Airfinance Journal Print	three	36 months	see below
Airfinance Journal Online	three access logins	36 months	
Deal Tracker Online	three access logins	36 months	
			US\$ 33,000
Grand Total			US\$94,200

SEPT. 17TH, 2019
Date



Euromoney Trading Limited
(A subsidiary of Euromoney Institutional Investor PLC)



Ana Christina Moreira Maia Barbosa
Superintendente

Banco Nacional de Desenvolvimento Econômico e Social - BNDES
(The Brazilian Development Bank – BNDES)

Witnesses:



KATIE BROWN

Name:



Name: Isabelle So de Sena

**EUROMONEY INSTITUTIONAL INVESTOR PLC AND INSTITUTIONAL INVESTOR
TERMS AND CONDITIONS**

IMPORTANT - PLEASE READ CAREFULLY

1 INTRODUCTION

1.1 These are the terms and conditions of service ("Terms") which govern the use of all websites ("Sites") and related Services (as defined below) owned, operated or provided by Euromoney Institutional Investor PLC ("Euromoney II"), Institutional Investor LLC ("Institutional Investor") or another Group Company.

Your use of the Sites and Services is conditional on you complying with these Terms. Any additional terms and conditions that are posted on specific Sites or agreed in relation to any Service ("Specific Terms") shall be deemed incorporated into these Terms, and to the extent that any of these Terms conflict with any such Specific Terms, the Specific Terms shall prevail.

1.2 Please note:

(a) where you visit, register and/or subscribe to a Euromoney II Site or related Service, these Terms will be governed by the laws of England and Wales and will operate as between Euromoney II and you, to the maximum extent permissible under the law of the territory that you are located in; and

(b) where you visit, register and/or subscribe to an Institutional Investor Site or related Service, these Terms will be governed by the laws of the State of New York, and where applicable, the laws of the United States of America, and will operate as between Institutional Investor and you, to the maximum extent permissible under the law of the territory that you are located in.

1.3 A non-exhaustive list of Euromoney II Sites and Institutional Investor Sites, respectively, is set out at the end of these Terms. If any Site is not included on this list, the applicable party to these Terms (being either Euromoney II or Institutional Investor) will be the party indicated on the relevant Site or otherwise notified to you.

1.4 Provision of registration information by you to us (where relevant) will constitute an offer by you to become a Registered User or Subscriber (as applicable) on these Terms and any other terms applicable to the specific registration or subscription (including, without limitation, terms relating to the number of licensed users, the applicable charges and period of any subscription). You will not become a Registered User or Subscriber (as applicable) nor be entitled to access or receive Sites, Content or Services relating to the relevant registration or subscription unless and until we notify you of our acceptance of such offer, by providing you with a user name and password or otherwise (in accordance with the registration or subscription process on that Site).

1.5 Please read these Terms carefully. Each time you access a Site or use a Service, these Terms will apply. These Terms may be amended in accordance with Clause 17 below. It is your responsibility to bring these Terms to the attention of anyone who may, through you, access a Site or view or use any Content (as defined below). If you have any questions regarding these terms with any of the Euromoney II Sites, please contact us at publisher@euromoneyplc.com. If you do not wish to be bound by these Terms, do not use any of the Sites or Services.

1.6 You may access a Site as follows:

(a) if you go through a registration process on that Site (if available), as a Registered User (in accordance with Clause 6 below); or
(b) if you register as a Subscriber to our subscription Services which we offer or may offer in the future (in accordance with Clauses 6 and 7 below); or

(c) by accessing the Site without registration or subscription under (a) or (b) (as a Visitor). In such circumstances, your use of the Site or any Content (as defined below) constitutes your acceptance of these Terms.

1.7 To the extent any individual accesses a Site or uses a Service as an Agent of any legal entity which is a Subscriber, the Agent warrants that he or she has authority to agree to these Terms on behalf of the relevant legal entity.

1.8 Some areas on a Site may only be available to Registered Users or Subscribers (see Clause 6 below).

1.9 A Site may be supported by Sponsors whose names appear on the Site and whose own websites may be accessed by Internet links from that Site (see Clause 13 below).

1.10 Please also see our privacy statement in relation to use of your personal data by Euromoney II and Institutional Investor.

2 DEFINITIONS

2.1 "**you/your**" means (as appropriate) the Visitor, Registered User and/or Subscriber accessing a Site or using a Service.

2.2 "**we/us/our**" means Euromoney II and/or Institutional Investor, as appropriate in accordance with Clause 1.2 above.

2.3 "**Agent**" means an employee, partner, director, contractor, agent or representative of any party.

2.4 "**Connected Networks**" means certain third party social networking sites (including without limitation Twitter and LinkedIn) which we may choose to affiliate with a certain Site.

2.5 "**Content**" means all material, data, articles, information and products on the Sites or provided as part of a Service (including, without limitation, any Electronic Books or publications sent by post as part of a Service, but excluding any Posted Material).

2.6 "**Deep Linking**" means the potential linking to an internal or subsidiary page of the Site located one or several levels down from the home page.

2.7 "**Electronic Books**" means any electronic book including without limitation ebooks and yearbooks or other written material available for download from any of our Sites, e-mailed directly to you as part of a Service or disseminated by other electronic means for viewing without accessing a Site.

2.8 "**External Sites**" means websites other than the Sites provided by Sponsors or other third parties.

2.9 "**Framing**" means the bringing up of or presenting Content within another website.

2.10 "**Group Company**" means Euromoney Institutional Investor PLC or any subsidiary of Euromoney Institutional Investor PLC (including, without limitation, Institutional Investor LLC).


2.11 "**Intellectual Property**" means copyright, trade marks, database rights and/or any other intellectual property rights as recognised in any jurisdiction.

2.12 "**Interactive Areas**" means bulletin boards, email services, discussion groups, messaging systems, including instant messaging facilities, and other public areas that allow interactivity between users of our Sites and/or feedback to be provided to us.

2.13 "**Investment**" means any shares, security, financial product or other investment.

2.14 "**Minimum Term**" means the initial period of one year from the commencement of any subscription (or such other period as may be agreed in writing for any specific subscription).

2.15 "**Posted Material**" means the information and/or materials posted to Interactive Areas by you or any third party.


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2.16 **"Registered User"** means a user of certain Sites and/or Services who has registered with us in order to access such Sites and/or Services in under Clause 6.1(a).

2.17 **"Representative"** means our suppliers, officers, employees, partners, affiliates, subsidiaries, successors and assigns, agents or representatives.

2.18 **"Services"** means

(a) the supply of on-line or electronic information, publications and data products (including, without limitation, the delivery of the same over the internet, or via mobile phone apps or other digital devices);

(b) the supply of hard-copy publications and other materials; and

(c) other services relating to a Site (including, without limitation, any Interactive Areas).

2.19 **"Social Media Page"** means a page created, operated or otherwise provided by Euromoney II or Institutional Investor via a third party social media site, network, application and/or service.

2.20 **"Software"** means the Intellectual Property in any software that is made available for download from our Sites.

2.21 **"Sponsors"** means sponsoring organisations and advertisers.

2.22 **"Subscriber"** means a user of our Sites and/or Services who has registered for our subscription Services under Clause 6.1(b).

2.23 **"Third Party Services"** products or services provided by anyone other than a Group Company.

2.24 **"Visitor"** means a user who accesses our Sites without registration or subscription.

3 YOUR USE OF CONTENT, TRADE MARKS AND ANY OTHER INTELLECTUAL PROPERTY

3.1 All rights in and to the Content and the Sites belong to us, our Group Companies or our third party content providers and are protected by the Intellectual Property laws of the UK, US and other countries. We may license third parties to use the Content at our sole discretion.

3.2 You may use the Sites and the Content solely for your own personal use and benefit and not for resale or other transfer or disposition to any other person or entity. You may not use, reproduce, modify, transfer, exploit, distribute or dispose of any Content for any commercial purposes, whether direct or indirect, in any manner that might compete with our business (including, without limitation, by making Content available to anyone other than a Subscriber where such Content is accessible through subscription only).

3.3 Subject to the limitations in Clause 3.2 above and your compliance with Clause 4, and further subject to Clause 11 in relation to Electronic Books, you may:

(a) retrieve and display Content on a computer screen or other digital device, print a single copy of individual pages on paper (but not photocopy them) and store such pages in electronic form on disc or other digital media (but not on any server or other storage device connected to a network); and

(b) use the "Email this story to a friend" option where the facility is available to email an article from a Site to other individuals without further charge, provided such other individuals also comply with the restrictions on use in Clause 3.2 above.

3.4 Notwithstanding Clause 3.2, you may quote from or paraphrase extracts of the Content to the extent permitted and strictly in accordance with any applicable Specific Terms, or as otherwise permitted by law, on the condition that appropriate source and copyright attribution is given in each case.

3.5 The trade marks 'Euromoney Institutional Investor' and 'Institutional Investor' are the property of Euromoney II and Institutional Investor respectively, and other trade marks/logos appearing on the Sites may belong to Euromoney II, Institutional Investor, other Group Companies or third parties. None of these marks may be used without the express prior written permission of the respective owners.

3.6 Save for where provided otherwise in these Terms, distributing, sharing, copying, posting, scanning, forwarding, selling, publishing, retransmitting or otherwise providing access to any part of the Content to anyone without our express prior written permission, is not authorised and may be a violation of national copyright laws, including without limitation 17 USC 101 et seq, and the UK Copyright, Designs and Patents Act 1988.

3.7 Any request for permission to republish, reprint or use any articles from any of the Sites or our trade marks for any purpose other than those permitted under this Clause 3 (or any relevant Specific Terms) should be sent to publisher@euromoneyplc.com.

3.8 For the avoidance of doubt, where the provisions of any applicable law prohibit the extent to which certain activities can be restricted under this Clause 3, any such restrictions shall apply to the fullest extent permitted in accordance with such law.

4 YOUR OBLIGATIONS

4.1 The Sites are not intended for users of under eighteen (18) years of age, and such individuals are not permitted to be Registered Users or Subscribers. If individuals under eighteen (18) years of age wish to view material on any Site as a Visitor, their parent or guardian must agree to these Terms on their behalf.

4.2 You represent and warrant that:

(a) you have the capacity to agree to these Terms; and

(b) you are at least eighteen (18) years of age.

4.3 You undertake that you will, and if you are a Subscriber, you will procure that any licensed user under your subscription will:


(a) comply with all applicable laws in relation to the Sites and Services, including without limitation, laws relating to the use of Intellectual Property;

(b) not use the Sites or the Content outside the scope of permitted use under Clause 3 above, nor infringe any Intellectual Property or other rights in or relating to the Site or the Services or of any third party;

(c) not copy, reproduce, recompile, decompile, disassemble, reverse engineer, upload, download, transmit, create derivative works from or otherwise exploit or tamper with any Site or, subject to Clause 14, any software embodied in any Site or Service;

(d) not prevent or restrict the use of any Site or Service by other authorised users nor hack into or cause damage to any server or other equipment operated by us; and

(e) comply fully with these Terms (including, without limitation, the obligations set out in Clause 10, and any additional copyright notices and applicable Specific Terms).


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4.4 You are responsible for procuring the necessary equipment and the payment of telephone, internet and other charges necessary to access and/or use any Site or Service. We are not responsible for the reliability or continued availability of the telephone lines, internet and equipment you use to access and/or use a Site or a Service.

4.5 Any Content sent for overseas delivery (including, without limitation, any Content for delivery outside the European Union) may be subject to import duties and taxes collected at the final destination. All sales or use taxes, import duties or additional customs charges must be borne entirely by you. We have no control over these charges and we expressly disclaim any responsibility or liability for them. Customs policies vary widely from country to country, so you should contact your local customs office for further information.

4.6 Additionally, when ordering from us or any other Group Company, you are considered the importer of record and must comply with all law and regulations of the country in which you are receiving the goods. Our international customers should be aware that cross-border deliveries are subject to opening and inspection by customs authorities. We may provide certain order, delivery and product information (such as the product's title) to our international carriers and such information may be communicated by the carriers to customs authorities in order to facilitate customs clearance and comply with local laws. If the order is a gift, the package will be marked 'Gift' but the cost or value of the item may still be stated on the customs form and/or the package.

5 OUR OBLIGATIONS

5.1 Subject to and without limitation to Clause 15, we will exercise reasonable skill and care in our provision of the Services provided to Registered Users and Subscribers, but from time to time faults may occur, in which case we will use reasonable efforts to repair them as soon as reasonably practicable.

6 REGISTRATION AND SUBSCRIPTIONS

6.1 In order to access certain Sites (or specific Content within certain Sites), and/or to receive certain Services, you must register with us as either a Registered User or a Subscriber, as follows:

(a) certain Sites, Content and/or Services are available free of charge once you register with us, in which case you may access or receive them on these Terms as a Registered User; or

(b) charges are payable for receipt of certain Services (which may include access to certain Sites and Content), in which case you may receive such Services on these Terms as a Subscriber who has paid the relevant charges (in accordance with Clause 7 below) for a specified period of time, and either a specified number of licensed users or a site licence.

6.2 In order to register with us, you must provide us with accurate and complete information. It is your responsibility to inform us of any changes to that information (including, without limitation, your email address), by updating your details on the relevant section of the applicable Site or contacting us using contact details on the applicable Site. If you do not provide accurate and complete information when you register, we may not be able to provide the Services or Content that you request or that are suitable to you.

6.3 In some cases, before you can make use of certain Services associated with a particular Site as a Registered User, you may need to create an account connected through Connected Networks. You understand that the creation of a Registered User account through the Connected Networks will require a connection to be created between the Site and the Connected Networks to facilitate your participation and activities on the Site.

6.4 When you register, you will be given one or more user names and passwords, as appropriate for your registration or subscription to the relevant Site or Service.

6.5 Except to the extent a user name and password is intended for more than one licensed user as agreed by us in writing, the following are not permitted:

(a) any Registered User, Subscriber or licensed user under any subscription sharing their user name and password with any other person or entity, including with any Agent of such user; nor

(b) access through a single user name and password being made available to multiple users on a network.

6.6 To the extent that the terms of a multiple-user licence restricts licensed users to a particular category of individuals (e.g. employees of your organisation), you must notify us immediately, using the customer service contact details applicable to your subscription (as detailed at the end of these Terms), if a licensed user ceases to fall within the category specified.

6.7 Notwithstanding the restrictions in Clause 6.5 above, you are responsible for all access and use of any Site or Service by you or anyone else using any of your user names and passwords and for preventing unauthorised use of any of your user names and passwords. If you believe there has been any breach of security (such as the disclosure, theft or unauthorised use of any user name, password or any payment information), you must notify us immediately by emailing publisher@euromoneyplc.com.

6.8 We reserve the right to access and monitor password-protected information, including any information which you upload or input and any information concerning your activities in relation to a Service or a Site or any Content, in order to fulfil our obligations in these Terms, to protect or comply with our legal rights and obligations and for other purposes as set out in our privacy statement and all in accordance with the terms of our privacy statement. We may also use cookies and similar technical tools as set out in our privacy statement to collect information about your visit to our Sites and display advertisements that may be of interest to you and for such other purposes as are set out in our privacy statement. Our Privacy Policy sets out further details of our use of cookies and similar technical tools together with details of how to turn those cookies on and off.

6.9 As a Registered User and/or Subscriber, you agree we may refer to the name of your business and to the Services we have provided to you when marketing our business.

7 SUBSCRIPTION CHARGES AND REFUND POLICY

7.1 Subscribers must pay certain charges in order to receive the relevant subscription Service (unless we agree otherwise for a trial period). In most cases, details of applicable charges can be found on the specific Sites relating to the relevant subscription Service. Where charges are not published on a Site, the applicable charges will be as agreed between you and us. All payments (including any applicable taxes) must be made in any currency that we may specify. We may direct you to make payments to another Group Company or third party payment agent. If we (or our designated agent) do not receive payment for any charges due, we may immediately suspend your rights in relation to the relevant Service (including any relevant Site and/or Content). You are responsible for the payment of all charges associated with the use of the Service, Site and/or Content using your user name and password.

7.2 If we cancel your rights in relation to any subscription Service in accordance with Clause 8.5(b) below, unless you are or have been in breach of these Terms, we shall refund you on a pro rata basis any subscription charges you have paid in advance (for the relevant cancelled subscription) which relate to any unexpired part of the subscription period at the date of cancellation. You

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will still be responsible for any fees or other charges incurred by you until the cancellation of your rights in relation to the relevant subscription Service.

7.3 If you cancel your subscription to any Service in accordance with Clause 8.4 below prior to the end of the subscription period:

(a) subject to clauses 7.3(b) and 7.3(c) below, you shall be entitled to a refund on a pro rata basis of any subscription charges you have paid in advance for any complete months remaining of the subscription period at the date of cancellation beyond the Minimum Term;

(b) we shall deduct from the refund due an administration fee of £100, US\$150 or €150 (depending on the relevant currency of payment); and

(c) if you were granted any discount on the full value of the subscription charges for the subscription period, we may recalculate the value of the Minimum Term of the subscription period on the basis that no discount was applied to such Minimum Term.

7.4 Without prejudice to Clause 1.4 above, the parts of the Sites showing Services or other products and services for purchase are intended as advertisements only and shall not constitute offers to sell those Services, products or services by us, our Sponsors or any of our divisions. All advertised prices for such products or services are subject to change without notice. See also Clause 13 below in relation to third party products and services.

8 TERM AND CANCELLATION

8.1 With the exception of subscription Services where a Subscriber loses access on expiration of their subscription, use of and access to the Sites and Services is not subject to any particular time limits.

8.2 As a Visitor, you may cancel your access to and use of any Site (or receipt of any related Service) on these Terms at any time by discontinuing to access and use that Site and associated Content.

8.3 As a Registered User, you may cancel your registration at any time by electronic notice to us using the contact information on the relevant Site or otherwise notified to you.

8.4 You may cancel your subscription on no less than thirty (30) days' notice to us by post or email to take effect at any time after the end of the Minimum Term using the customer service contact details applicable to your subscription as detailed at the end of these Terms. You should quote the subscription reference number. There may be a period after the date of cancellation during which you continue to receive publications sent to you as part of your subscription. However, you will not be charged for such publications. For the avoidance of doubt, you shall not be entitled to cancel your subscription prior to the end of the Minimum Term.

8.5 We may cancel your (and, if you are a Subscriber, your licensed users') access to and use of any Site and Content and/or your receipt of any Service on these Terms (including, without limitation, any registration or subscription) at any time:

(a) if you are a Registered User, by email notice to you; or

(b) if you are a Subscriber, by email notice to you; or

(c) if you are a Visitor or if you (or, if you are a Subscriber, any of your licensed users) commit a breach of any provision of these Terms, immediately without us having to provide notice to you.

8.6 To the extent that the Specific Terms for any subscription entitle you to download and store certain Content, upon cancellation of such subscription by either you or us, you agree to delete all such Content stored in your possession or under your control within 30 days of cancellation, unless otherwise agreed with us in writing, or as required by applicable law. For the avoidance of doubt, where applicable law does require the retention of certain Content beyond the 30 day period, you agree that it shall only be retained to the extent required under such law and shall not be used for commercial purposes.

8.7 Cancellation of your access to and use of any Site and Content and/or your receipt of any Service shall not affect any provision of this agreement which is expressly or by implication intended to come into effect or to continue in effect after such cancellation or expiry, including but not limited to Clauses 3.1, 3.5, 3.6, 7.2, 7.3, 8.7, 8.8, 10.2, 10.3, 10.7, 13.3, 15, 16 and 22.

8.8 Cancellation of your access to and use of any Site and Content and/or your receipt of any Service on these Terms (including, without limitation, any registration or subscription), shall not affect our right to receive any outstanding sums due to us at the date of cancellation, which sums shall be payable within fifteen (15) days of such cancellation.

9 CONTENT BY EMAIL

9.1 We may give you the option to request Content by email. We, our Group Companies or our Third Party Service providers will also send you emails to keep you updated on developments in the Sites and Services. Your registration for and/or subscription to such an email Service and your use of the Content received through these email Services will be subject to these Terms. Subject to Clause 9.2, you can unsubscribe to our email Service by changing your email preferences on the relevant Site.


9.2 For the avoidance of doubt, although you may opt out of receiving promotional messages under Clause 9.1, we retain the right to send you informational email messages about your account or administrative notices regarding the Site, as permitted under the CAN-SPAM Act (15 U.S.C. §7701 et seq.) and other applicable laws.

10 INTERACTIVE SERVICES

10.1 A Site and/or a Social Media Page may contain Interactive Areas including Posted Material. We do not control and are not responsible for Posted Material and as a result, cannot guarantee the veracity or accuracy of any Posted Material. All use of the Interactive Areas is at your risk and you should not rely on Posted Material in any way.

10.2 You hereby grant us, and, if you are a Subscriber, agree to procure the grant to us by all licensed users under your subscription of, a non-exclusive, perpetual, royalty-free licence to use, reproduce, modify and/or sub-license all or part of your Posted Material, including to sub-license Group Companies or third parties to use the same. We may without notice to you or any third party delete, move or edit any Posted Material or part of it.

10.3 To the extent permitted under applicable law, you hereby waive, and, if you are a Subscriber, agree to procure the waiver by all licensed users under your subscription of, all moral rights or rights of a similar nature in any jurisdiction in any Posted Material.


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10.4 You are responsible for the content of your Posted Material and you may not within the Interactive Areas or otherwise in relation to a Service or a Site (including, without limitation, any email Service), post, publish, link to, upload, download, send, distribute, use or re-use any information or material:

- (a) which is or could be taken to be the provision of advice (including, without limitation, investment advice) or a recommendation to buy or refrain from buying a particular Investment or which has the purpose of affecting the price or value of any Investment;
- (b) obtained in breach of confidence or which contains confidential information or infringes any Intellectual Property rights or rights of privacy or other rights of any third party;
- (c) which is offensive, threatening, abusive, indecent, defamatory, obscene, degrading or menacing, or is otherwise contrary to applicable law or regulation or promoting an illegal act;
- (d) which constitutes unsolicited advertising or promotional material, including but not limited to any chain emails, unsolicited commercial emails, unsolicited bulk email, "spam" or mail bombs; or
- (e) which constitutes or contains a virus or other harmful component or malware.

10.5 Without prejudice to Clause 10.4 above, you may not:

- (a) use any Interactive Area to carry out criminal, fraudulent or illegal activities;
- (b) use any Interactive Area to impersonate any person, company, group or entity or misrepresent a relationship to or with any of the same;
- (c) disguise the origin of any message posted in any Interactive Area; nor
- (d) collect, store, disclose or otherwise process any personal data in relation to your use of any Interactive Area without the knowledge of the relevant individual or in breach of applicable data protection laws.

10.6 You must comply with any additional rules which may, from time to time, be issued by us at particular sections of the Interactive Areas, and such rules shall be deemed incorporated into these Terms.

10.7 By accessing the Interactive Areas, you agree to indemnify and hold us harmless against all claims, damages, costs and expenses (including legal and other professional fees) which we may incur as a result of any of your Posted Material.

10.8 We reserve the right to remove Posted Material at any time, for any reason, and without notice, including without limitation for any failure to comply with the provisions of this Clause 10. If any Posted Material fails to comply with the provisions of this Clause 10, we reserve the right to prevent you from accessing the Interactive Areas. Notwithstanding the foregoing, we are under no obligation to review, monitor, delete or edit Posted Material on a regular basis.

10.9 Our Representatives may also submit Posted Material to the Interactive Areas. In doing so, Representatives shall act in a personal capacity and any views they might express shall not be considered our views nor the views of a financial or other professional advisor.

10.10 Where Clauses 10.1 to 10.9 apply to a Social Media Page, such Clauses shall be subject to the terms and conditions of use of the third party site, application and/or service on which such Social Media Page appears.

10.11 Notice for Claims of Copyright Violations

If you believe that your work has been copied and posted in the US on any of our Sites in a way that constitutes copyright infringement under US copyright law, you should provide our Copyright Agent (details below) with a written notice that sets forth the infringement details. To be effective, the notice must contain the following information:

- (a) a description of the copyrighted work that you believe has been infringed;
- (b) a description of the material that you claim is infringing the copyrighted work and a detailed description of where it is located on our web site;
- (c) your address, telephone number, and email address;
- (d) a written statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law;
- (e) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf; and
- (f) an electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest.

Please send the written communication to our Copyright Agent at the following address:

By mail or e-mail:

Euromoney Institutional Investor PLC

Stephen Hardie

8 Bouverie Street

London

EC4Y 8AX

United Kingdom

+44(0) 20 7779 8888

copyright@euromoneyplc.com

If you are accessing our Sites as a Subscriber or Registered User, we reserve the right, in appropriate circumstances and at our discretion, to cancel your right of access to the Sites if you repeatedly infringe the Intellectual Property.

For the avoidance of doubt, the process set out in this Clause 10.11 should only be used to report a claim of copyright infringement. Messages related to other matters will not receive a response through this process.

11 ELECTRONIC BOOKS


11.1 Subject to Clause 3.8, in the event that you purchase an Electronic Book from one of the Sites, you are granted a non-exclusive right to:

- (a) download the Electronic Book for storage and display in machine-readable form on no more than three devices; and
- (b) obtain a single printout of the Electronic Book.

11.2 Electronic Books are non-refundable, save for where the wrong product was provided to you due to our error.

12 LINKING

12.1 You may create a link from your website to the home page of certain Sites (where they indicate that you may do so) provided that you complete the linking registration form available at the applicable Site (or by contacting us), and provided that you do not


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link to the Site from any website containing any material which would be in breach of Clauses 4.3(b) to 4.3(e) above or which is otherwise unlawful.

12.2 Upon linking to any Site pursuant to these Terms, we shall grant you a non-exclusive, non-transferable, royalty-free license to use our trade marks solely for the purposes of providing an underlined, textual link from your website to the Site. Without prejudice to Clause 3.5, no other use of our trade marks or name is permitted without our express prior written permission.

12.3 Deep Linking or Framing is not permitted without our express prior written permission. You must seek and obtain our express prior written permission before Deep Linking or Framing the Site or any Content by contacting us and providing us with:

- (a) your name, email address and telephone number;
- (b) the name of your company;
- (c) the web address(es) where the proposed Deep Linking or Framing will occur; and
- (d) specific details about the contemplated Deep Linking or Framing.

13 ADVERTISEMENTS, LINKS AND THIRD PARTY TRANSACTIONS

13.1 A Site or a Service may contain:

(a) links to External Sites. We shall endeavour to highlight such links although some External Sites may be co-branded with ours.

External Sites may advertise or provide the opportunity for you to purchase Third Party Services; and/or

(b) advertisements for, and/or the opportunity for you to purchase Third Party Services or products or services from us or our Group Companies.

13.2 The content of External Sites and Third Party Services is not maintained or controlled by us and we are therefore not responsible for the availability, content or accuracy of External Sites or Third Party Services. We do not (a) make any warranty, express or implied, with respect to the use of the links provided on, or to, a Site or Service; (b) guarantee the accuracy, completeness, usefulness or adequacy of External Sites or Third Party Services; or (c) make any endorsement, express or implied, of any External Sites or Third Party Services. Any advertisement or promotion on a Site of a Third Party Service is not an inducement by us for you to enter into any agreement with the relevant third party.

13.3 Any communications or contracts relating to Third Party Services, payment for and delivery of Third Party Services, and any other associated terms, conditions, warranties or representations are exclusively between you and the relevant third parties. You agree not to hold us liable for any loss or damage incurred as the result of any such contracts, communications or other dealings or the presence of such third parties on any Site.

14 SOFTWARE

The Software belongs to us or our suppliers. Your use of the Software is governed by the terms of any licence agreement that may accompany or be included with the Software. Do not install or use any Software unless you agree to such licence agreement.

15 LIMITATIONS OF LIABILITY

15.1 Nothing in these Terms shall exclude or limit our liability for fraud or intentional unlawful conduct by us, or death or personal injury resulting from our negligence and the remaining provisions of this Clause 15, shall be subject to this provision.


15.2 DISCLAIMER: WITHOUT PREJUDICE TO THE REMAINING PROVISIONS OF THIS CLAUSE 15, YOU AGREE THAT YOUR USE OF ANY CONTENT IS AT YOUR SOLE RISK AND ACKNOWLEDGE THAT ALL SITES, CONTENT AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE CONTENT IS MADE AVAILABLE FOR YOUR GENERAL INFORMATION AND ANY ADVICE, OPINION, STATEMENT OR OTHER INFORMATION FORMING PART OF THE CONTENT IS NOT INTENDED FOR TRADING OR TO ADDRESS YOUR PARTICULAR REQUIREMENTS. THE CONTENT DOES NOT CONSTITUTE ANY FORM OF ADVICE, RECOMMENDATION OR ARRANGEMENT BY US (INCLUDING, WITHOUT LIMITATION, INVESTMENT ADVICE OR AN OFFER OR SOLICITATION TO BUY OR SELL ANY SECURITY, FINANCIAL PRODUCT OR OTHER INVESTMENT) AND IS NOT INTENDED TO BE RELIED UPON BY USERS IN MAKING (OR REFRAINING FROM MAKING) ANY SPECIFIC INVESTMENT OR OTHER DECISIONS. APPROPRIATE INDEPENDENT ADVICE SHOULD BE OBTAINED BEFORE MAKING ANY SUCH DECISION. THE CONTENT MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE CONTENT. SAVE AS PROVIDED IN THESE TERMS, NEITHER WE NOR OUR LICENSORS AND/OR REPRESENTATIVES (AS DEFINED IN CLAUSE 2.17 ABOVE) MAKE ANY REPRESENTATIONS OR WARRANTIES AND, TO THE FULLEST EXTENT ALLOWED BY LAW, EXCLUDE ALL IMPLIED WARRANTIES (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF SATISFACTORY QUALITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE) REGARDING (A) THE SUITABILITY OF THE INFORMATION; (B) THE ACCURACY, AVAILABILITY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE SITES, CONTENT OR SERVICES; OR (C) THE RESULTS OBTAINED FROM ACCESSING AND USING ANY SITE, SERVICE OR CONTENT. FURTHER, WE DO NOT REPRESENT OR WARRANT THAT (A) THE FUNCTIONS CONTAINED IN THE SITES OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (B) DEFECTS WILL BE CORRECTED; (C) THE SITES, THE SERVICES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; NOR (D) THE USE OF ANY OF THE CONTENT WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

15.3 Neither we, nor any Representatives will be liable to you for:

- (a) any incidental, punitive, indirect, special or consequential damage, loss or expenses, including but not limited to any loss of business, contracts, revenue, or profits, any business interruption, security breach, loss of data, loss of goodwill or reputation or other pecuniary loss suffered by you, even if we or any of our Representatives have been advised of their possible existence; nor
- (b) any direct damage loss or expenses arising from loss of customers, loss of profits, loss of anticipated profits or loss of savings security breach or loss of data.

15.4 Without prejudice to Clause 15.3, neither we nor any Representative shall be liable to you for any direct or indirect damage, loss or expenses suffered by you as a result of:

- (a) any viruses, worms, "Trojan horses" or similar programs, denial of service attack, spamming or hacking or consequential damages or any claim against us by any other party; or
- (b) any fault, inaccuracy, omission, delay or any other failure in a Site or a Service caused by your computer equipment or arising from your use of the Service on such equipment; or
- (c) any inaccuracies or errors in or omissions from any Content including, but not limited to, quotes and financial data; or


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(d) any delays, interruptions or short-term or immaterial errors in the transmission or delivery of any Site or a Service; or
(e) any additions, deletions or changes made to the Content at any time.

15.5 Without prejudice to Clauses 15.3 and 15.4 and except where you are a Subscriber who has paid the relevant subscription charges, neither we nor any Representative shall be liable to you for any direct or indirect loss, damage or expenses arising by any reason of non-performance by us of these Terms or any other term of our agreement with you.

15.6 Without prejudice to Clause 25 below, to the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these Terms including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the Unfair Contract Terms Act 1977 in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this Clause 15 shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.

15.7 Without prejudice to the limitation of liability provisions above, in the event that you incur any loss, damage or expense arising out of your use of any Site, Content or a Service, you agree that our liability to you shall be limited to the sum of the subscription fees payable by you for Services provided in the twelve (12) month period preceding the date on which the claim arose (which, for the avoidance of doubt, shall not include (a) any fees paid during such period for Services provided before such period, nor (b) any fees paid in advance during such period for Services provided after such period).

15.8 Euromoney II and other Group Companies may make their Annual Reports and Accounts available through its website. Neither an audit nor a review provides assurance on the maintenance and integrity of the website, including controls used to achieve this, and in particular whether any changes may have occurred to the financial information since first published. These matters are the responsibility of the directors but no control procedures can provide absolute assurance in this area. Legislation in the United Kingdom governing the preparation and dissemination of financial information differs from legislation in other jurisdictions.

16 INDEMNITY

You agree to indemnify and hold us, our Representatives, licensors and sub-contractors harmless against all costs, claims, damages, liability and expenses (including any professional fees) which we might incur by reason of a breach by you of these Terms including, without limitation, any of the warranties, representations and undertakings in Clauses 4 and 10 above. For the avoidance of doubt, this indemnity shall extend (without limitation) to any losses which we may suffer as a result of the use by third parties of your user name and password, except in circumstances where you can demonstrate to our satisfaction that such third party obtained the relevant details through no fault (including, without limitation, negligence) of your own.

17 CHANGES TO THESE TERMS

We may make amendments to the provisions of these Terms from time to time. Any amended Terms will be notified to you by being posted on the Sites and material changes will be emailed to our Registered Users and Subscribers. It is your responsibility to refer regularly to these Terms and note any amendments. Amendments will come into effect immediately on the amended Terms being posted on the Sites and you will be deemed to have accepted them if you access a Site after that time. If you do not wish to accept them, you must cancel these Terms as described above.

18 COMPETITIONS AND PRIZES

From time to time we may run competitions, free prize draws and promotions on the Sites. These are subject to additional terms that will be made available at the time of such competitions, and such additional terms shall be deemed incorporated into these Terms.

19 CHANGES TO CONTENT

We reserve the right to delete or change any aspect of the Content, the Interactive Areas, the Site and/or any of the technical specifications or any aspect of the same. You agree and acknowledge that such changes may result in you being unable to access the whole or any part of a Site. In the event that a change to a technical specification means that you are no longer able to access any Content then you shall be entitled to receive a refund on a pro rata basis taking into account i) the remaining duration of the subscription period and ii) the proportion of the Content that you are unable to access. If BNDES are unable to access the content or part of it from the 7th month on (of the 36 months of contract) for instance, BNDES shall be refunded for the subscription charges paid in advance regarding the remaining 30 months.

20 NO WAIVER

Failure by either party to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.

21 ENTIRE AGREEMENT

These Terms (including any terms incorporated by reference in these Terms), constitute the entire agreement between you and us with respect to your access to and use of any Site or receipt of any Service and supersede all prior agreements, negotiations and discussions between you and us relating to the same. Without prejudice to Clause 15.2 above, we exclude any representations and warranties previously given or made in relation to the same.


22 LAW AND JURISDICTION

22.1 Where you visit, register and/or subscribe to a Euromoney II Site or related Service (as indicated on the Site or otherwise notified to you), these Terms (and any dispute or claim arising out of or in connection with these terms, including non-contractual disputes or claims), to the maximum extent permissible under the law of the territory that you are located in, will be governed by the laws of England and Wales and will be subject to the non-exclusive jurisdiction of the English courts.

22.2 Where you visit, register and/or subscribe to an Institutional Investor Site (as indicated on the Site or otherwise notified to you), these Terms (and any dispute or claim arising out of or in connection with these terms, including non-contractual disputes or claims), to the maximum extent permissible under the law of the territory that you are located in, will be governed by the laws of the State of New York and, where applicable, the laws of the United States of America. Any action to enforce these Terms shall be brought in a federal court in the state of New York or a state court located in the state of New York, county of Kings., and you agree to submit yourself to the personal jurisdiction of those courts in any such action.

23 FORCE MAJEURE

23.1 We shall not be deemed to be in breach of these Terms by reason of any delay in performing, or any failure to perform any service or our obligations in relation to these Terms, if the delay or failure was due to any cause beyond our reasonable control, including but not limited to acts of God, explosions, floods, fire or accident, war or threat of war, terrorism or threat of terrorism, sabotage, civil disturbance, epidemics, prohibitions or measures of any kind on the part of any governmental, parliamentary or local


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authority, import or export regulations or embargoes, or industrial actions or trade disputes (whether involving our employees or of third parties).

23.2 In the event we are so hindered or prevented, we shall take reasonable steps to give notice of suspension as soon as reasonably possible to Subscribers and Registered Users, stating the date and extent of the suspension and its cause. We shall resume the performance of those obligations that have been suspended as soon as reasonably possible after the removal of the cause. In the event that the cause continues for more than one (1) month we shall refund you for any subscription charges you have paid in advance for any suspended Service.

24 ASSIGNMENT AND SUB-CONTRACTING

24.1 You may not assign, sub-license or otherwise transfer any of your rights under these Terms without our prior written consent.

24.2 We may assign, sub-contract or transfer any and all of our rights and obligations under these Terms to any Group Company or any entity who acquires a substantial part of the assets of our business without your prior written consent.

24.3 Without prejudice to Clause 24.2, we may sub-contract delivery of a Service to any Group Company who operates the business relating to the relevant information, publication or data product forming part of that Service.

25 SEVERABILITY

If any provision of these Terms is found to be wholly or partially invalid, void or unenforceable by any court having competent jurisdiction or by virtue of any legislation or any other reason, that provision shall be invalid, void or unenforceable to that extent only and no further and the validity and enforceability of the remaining provisions of these Terms shall not be affected.

26 NOTICES

Any notice which is required to be given pursuant to these Terms shall be made by email or first class post, in the case of you, to the address provided on your registration form and, in the case of us, to the address posted on the relevant Site or otherwise notified to you in relation to any relevant Service. Any such notice shall be deemed to have arrived if sent by post within three (3) days of posting and if sent by email at the time of transmission.

27 THIRD PARTY RIGHTS

No term of these Terms is intended to be enforceable by any person other than you or us.

28 HEADINGS


Headings in these Terms are for convenience only and will have no legal meaning or effect.

Euromoney Institutional Investor PLC is a company registered in England and Wales under number 954730 whose registered office is at 8 Bouverie Street, London EC4Y 8AX and VAT number is GB 243 3157 84. Institutional Investor LLC is a subsidiary of Euromoney Institutional Investor PLC and is incorporated in the State of Delaware and its federal ID number is 13-2790024 and its registered address is at 225 Park Ave. South, New York, NY 10003, USA.

Non-exhaustive list of Sites

Euromoney Institutional Investor PLC Sites are located on the World Wide Web under, but not limited to, the following domains:


www.airfinancejournal.com
www.amm.com
www.asialaw.com
www.asialawprofiles.com
www.asiamoney.com
www.benchmarklitigation.com
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www.capacitymagazine.com
www.capacitymedia.com
www.chinalawandpractice.com
www.cic.com.au
www.coaltrans.com
www.cocoanalytics.com
www.coveredbondnews.com
www.dcgtraining.com
www.emergingmarkets.org
www.euromoney.com
www.euromoneybooks.com
www.euromoneyconferences.com
www.euromoneycountryrisk.com
www.euromoneydata.com
www.euromoneyenergy.com
www.euromoneyfxnews.com
www.euromoneyibusinesslibrary.com
www.euromoneyindices.com
www.euromoneymarketdata.com
www.euromoneyplc.com
www.euromoneyseminars.com
www.euromoneytraining.com
www.euromoney-yearbooks.com
www.euroweek.com
www.fointelligence.com
www.fow.com
www.fowevents.com
www.globalcapital.com
www.globalinvestormagazine.com
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www.iflr1000.com
www.ijglobal.com
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www.insuranceinsider.com
www.internationaltaxreview.com
www.internationaltelecomsweek.com
www.itrworldtax.com
www.latinfinanceevents.com
www.legalmediagroup.com
www.lmglifesciences.com
www.managingip.com
www.managingip.cn
www.mbironoreindex.com
www.mbmarketwatch.com
www.metalbulletin.com
www.metalbulletin.com/events
www.metalbulletinjobs.com
www.metalbulletinresearch.com
www.metalbulletinstore.com
www.miphandbook.com
www.miningindaba.com
www.petroleum-economist.com
www.projectfinancemagazine.com
www.reactionsnet.com
www.scrappricebulletin.com
www.steelfirst.com
www.structuredretailproducts.com
www.theairlineanalyst.com
www.totalderivatives.com
www.tpweek.com
www.tradefinancemagazine.com
www.wlydirectory.com

Institutional Investor LLC Sites are located on the World Wide Web under, but not limited to the following domains:

www.complianceintel.com
www.constructionboxscore.com
www.creditroundtable.org
www.derivativesintelligence.com
www.emii.com
www.expertguides.com
www.foundationendowment.com
www.frecii.com
www.fundindustryintelligence.com
www.funddirectorintelligence.com
www.gulfpub.com
www.hydrocarbonprocessing.com
www.ii-data.com
www.iiaphahedge.com
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www.iijournals.com
www.iimemberships.com
www.iisearches.com
www.iistructuredfinanceguide.com
www.iitotalinvestment.com
www.institutionalinvestor.com
www.institutionalinvestorsalpha.com
www.institutionalinvestorchina.com
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www.moneymangementintelligence.com
www.positive-energy-network.com
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Customer services contact details

Please note: if you are unsure which contact details apply to your subscription, please use the details provided for Euromoney II below.

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