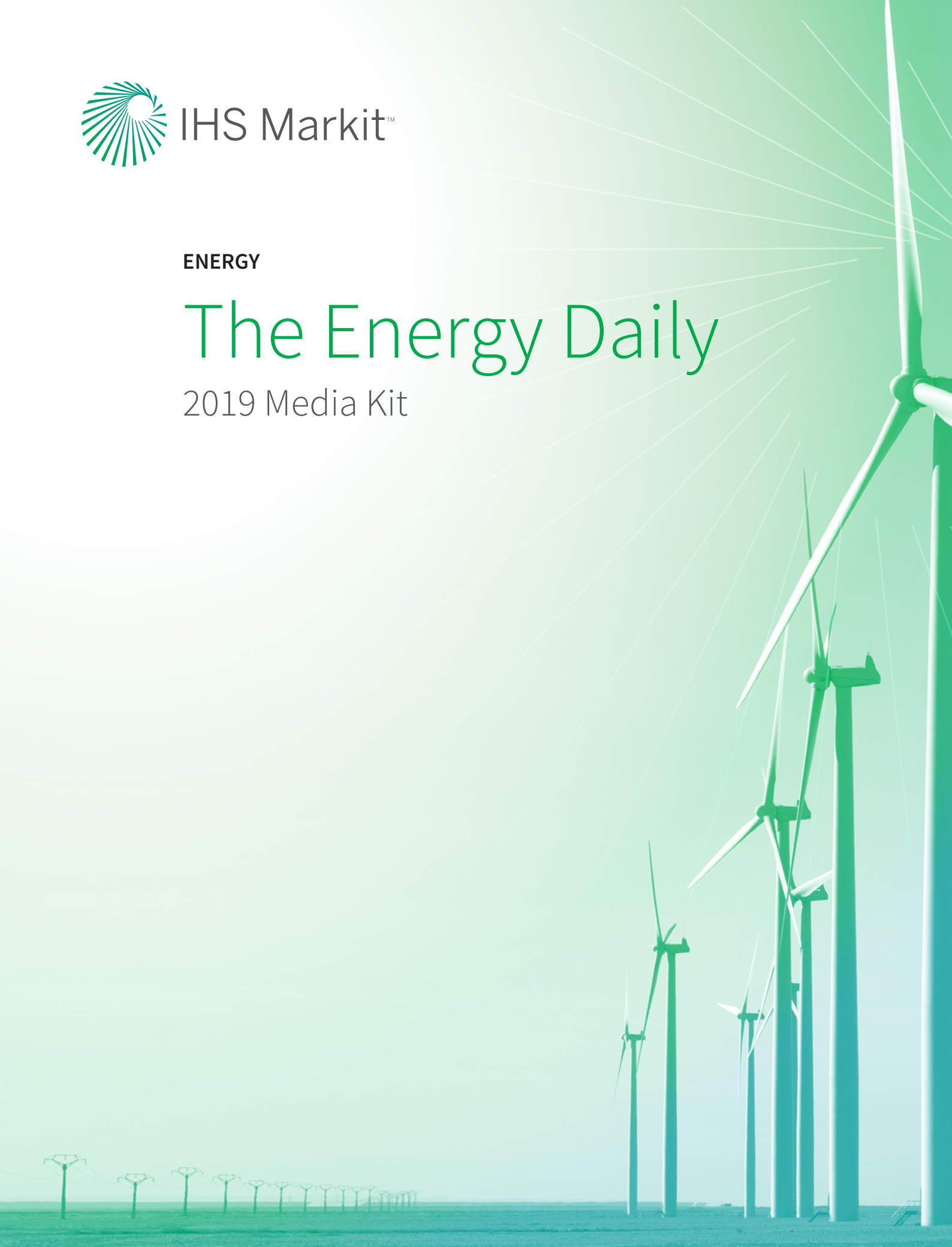




ENERGY

# The Energy Daily

2019 Media Kit





Over 50 site licenses and 40,000 readers a day. Here's what some of them have to say...

The Energy Daily has and will continue to play a central role in keeping us all informed about what's going on in the energy sector and in sorting out the issues we need to keep in focus. I congratulate the entire The Energy Daily team for their contributions and thank them for what they will continue to do for the energy marketplace.

– Spencer Abraham | Chairman and CEO of The Abraham Group and Former U.S. Senator and Secretary of the Energy Department

For the last 45 years, The Energy Daily has been considered a ‘must-read’ by the nation’s leading energy policy-makers and executives. The Energy Daily delivers analysis of energy regulation, legislation, policy, technology and business every weekday. As energy continues to move to the top of the national agenda, the editors of The Energy Daily have introduced new areas of coverage and new formats and features for accessing information, including additional reporting on renewable energy, and an optimized website, in addition to special issues, exclusive supplements, media breakfasts and other sponsorship opportunities.

Advertising in an award-winning publication such as The Energy Daily offers you the chance to align yourself with an industry leader that brings both credibility and visibility with its outstanding journalism.

Congratulations to the editors and staff of The Energy Daily on your 40th anniversary! Your dedication to journalistic excellence has made—and continues to make—The Energy Daily an industry standard. I have been a devoted reader for many years, and The Energy Daily is still one of the first things I peruse each weekday morning.

– Tom Kuhn | president of the Edison Electric Institute

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# Readership

## About The Energy Daily

(245 issues; \$3,950/year for single subscription)

High-ranking members of government and regulatory agencies,  
C-Level Suite executives from most major utilities, nuclear,  
renewable companies, trade associations and lawfirms.

## Frequency Breakout

9 out of 10 subscribers read The Energy Daily 3 or more times per week

7 out of 10 subscribers read The Energy Daily on a daily basis

Source: The Energy Daily Reader Behavior Survey Results, September 2011







# Why Advertise with The Energy Daily?

## Connect with decision-makers and influencers

Changes in the industry means new, prime targets to reach. Reach existing and potential clients for the present and to generate new leads down the road. The Energy Daily's readership includes government representatives, regulators and supervisors, business, and thought leaders in the energy industry. Complement your business development efforts and get deeper market penetration.

## Maintain a healthy industry image

It's a competitive market. Rumors and bad news are rampant. Get out there ahead of the competition to thwart off negative press. Aggressive advertising with The Energy Daily will maintain your prime position.

## Advertise as a strategy

Advertise with The Energy Daily and gain a long-term advantage over competitors. See your sales increase; organizations which cut advertising experience a decline in sales.

## Gain first mover advantage and stay competitive

Take advantage of the opportunity to be seen by high-profile industry leaders. You must advertise to keep your industry foothold or risk losing business to competitors.

## Consistently develop business

The more people who view your advertising in The Energy Daily, the more opportunities you have. The most successful businesses generally advertise consistently. The Energy Daily provides a medium to get your message out to the industry.

## Communicate who you are and what you do

Showcase your programs and products to potential buyers. Persuade our audience to take action with respect to products, policy or programs. Drive industry opinions and behavior via The Energy Daily.

## Build your brand recognition

Maximize your exposure in front of a qualified, interested audience as an industry thought leader. Receive prominent placement in The Energy Daily.

## Showcase your company continuously

Reach the various industry sectors steadily and continuously with fresh advertising campaigns in a dynamic industry publication.



# PDF Newsletter Advertising

## The Energy Daily

**Loyal and Dedicated Subscribers** - even the busiest executives take time out to read The Energy Daily's exclusive and concise coverage...which means they read your ads.

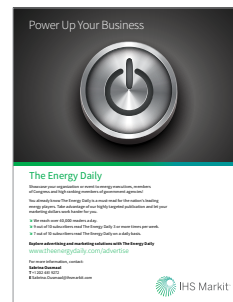
**Page Exclusivity** - with only 1 ad per page, your The Energy Daily ad won't be lost, hidden or overlooked, creating high visibility and message retention for your campaign.

**Frequency** - The Energy Daily offers you the flexibility to deliver your message daily, weekly or monthly.

**Prestige** - supported by the industry's most respected advertisers, written by a renowned editorial team and read by top energy, regulatory and government officials, The Energy Daily is the most reliable and respected vehicle for your advertising dollar. If you want to be in front of the executives that read us everyday, you need to be in The Energy Daily.

**Digital Delivery** - according to audience research, the majority of readers prefer to read The Energy Daily via the PDF version. In line with the digital time in which we live, the publication is delivered to our subscribers via email in the form of a PDF document rather than a printed document, benefitting the advertiser in several ways:

- **Instant Access:** Your audience receives your ad found in The Energy Daily within just hours of the editors completing the newsletter.
- **E-Letter Advertising:** We insert your ad in the daily e-letter that is sent to all subscribers.
- **Uninterrupted Delivery:** We ensure your audience views your ad daily, rain or shine. PDF delivery enables the reader to print and read the newsletter with your ad at their leisure, no matter the weather, every day without fail.
- **Environmentally Friendly:** With the push to 'go green', we ensure that delivery is environmentally friendly and reduces the impact on the environment. While the PDF of The Energy Daily is computer screen reader-friendly, your audience can still print the issue and view a paper copy of your ad.





# Online Advertising

## Connect with Energy's Most Powerful Players Online

Optimized to deliver more value to energy professionals and advertisers, The Energy Daily's new website has experienced traffic growth of 50% since its re-launch. By using new online features that complement the daily newsletter, visitors have increased the site's page-views.

That's a vote of confidence in the online offerings of the most-trusted energy news brand reporting exclusively on the business of power, nuclear, oil, natural gas, coal and alternative energy.

Energy professionals are doing more than reading, they're using the site to track government filings, to recruit talent, to find jobs, and to check stocks, in addition to accessing industry-leading editorial. Take your message to decision-makers where they're highly engaged online with these options.

**Contact us today!**

Email: [TheEnergyDailySales@ihsmarkit.com](mailto:TheEnergyDailySales@ihsmarkit.com)

Phone: (303) 858-6551

The screenshot displays the homepage of The Energy Daily website. The top navigation bar includes links for CURRENT ISSUE, POWER, NATURAL GAS, NUCLEAR, OIL, COAL, CLIMATE, RENEWABLES, ARCHIVED, ADVERTISE, and START A FREE TRIAL. A search bar is located on the right. Below the navigation bar, there's a banner celebrating 40 years of the publication. The main content area features a large article titled "Regulators set 61 percent greenhouse gas cut for California utilities by 2030" with a sub-headline "California regulators last week set a goal for the state's utilities to cut greenhouse gas emissions by 61 percent from 1990 levels by 2030, although they acknowledged that benchmark places 'a vastly disproportionate share of responsibility on the...'" and a byline "February 14, 2015 BY GREGORY ROBERTS". To the right of the main article is a sidebar with the IHS The Energy Daily logo and a sign-up button for a free trial. Below the main article, there's a grid of smaller articles categorized by sector: Alternative Energy, Energy Efficiency, Oil, Gas, Nuclear, and Renewables. At the bottom, there's a section for "Media Breakfasts and Webinars" with a description of the service and a link to view past events. The footer contains links for Home, Subscribe, Contact, Advertise, Events, and Start a Free Trial, along with social media icons for Facebook, Twitter, and LinkedIn.





# Media Breakfasts

Join the elite group of media breakfast series sponsors to build your profile and extend your press and industry relationships. Take part in live events, branding and marketing as a sponsor of these prestigious events. Play an active, honored role in the elite energy community as an integral part of The Energy Daily media breakfasts.

## What is an Energy Daily Media Breakfast?

The Energy Daily has been at the forefront of bringing together industry leaders, politicians and association executives with news media to discuss timely issues relevant in the dynamic global energy marketplace. The Energy Daily media breakfasts, held at the National Press Club, draw big names – our past speakers include such notables as Secretary of Energy Samuel Bodman, American Petroleum Institute former President Red Cavaney and Nuclear Regulatory Commission Chairman Dale Klein. As a sponsor, the breakfasts are an easy way to align yourself with industry leaders, major press and the premiere daily publication that's been covering the industry for the last 40 years.

## Past Speakers

**Jacques Besnainou** – CEO, AREVA Inc.

**Jeff Bingaman (D-NM)** – Chairman, Senate Energy and Natural Resources Committee

**Rick Boucher (D-VA)** – Chairman, House Energy and Commerce Committee's Subcommittee on Energy and Air Quality

**James Connaughton** – Chairman, Council on Environmental Quality

**Pete Domenici (R-NM)** – Ranking Member, Senate Energy and Natural Resources Committee

**Jack Gerard** – President, American Petroleum Institute, former President, American Chemistry Council

**Suede Kelly** – Commissioner, Federal Energy Regulatory Commission

**Tom Kuhn** – President, Edison Electric Institute

**Cheryl LaFleur** – Chairman, Federal Energy Regulatory Commission

**Allison Macfarlane** – Chairman, Nuclear Regulatory Commission

**Marc Spitzer** – Commissioner, Federal Energy Regulatory Commission

**George Voinovich (R-OH)** – Chairman, Senate Environment and Public Works Committee's Subcommittee on Clean Air, Climate Change and Nuclear Safety

**Jon Wellinghoff** – Chairman, Federal Energy Regulatory Commission

**The Honorable Ed Whitfield (R-KY)** – Chairman, Subcommittee on Energy and Power

## Press Who Cover the Media Breakfasts Include

Associated Press	Dow Jones	SNL
Bloomberg	Huntington Post	The New York Times
CNN	National Journal	U.S. News
Congressional Quarterly	Platts	USA Today
C-SPAN	Reuters	

## Recent Sponsors

American Chemistry Council	Cooperative Association
American Gas Association	Covanta Energy
AREVA	Dentons
BP	Large Public Power Council
Community Power Alliance	National Rural Electric
COMPETE Coalition	Nuclear Energy Institute





## 2019 Advertising & Sponsorship Rates

### PDF Newsletter Rates | The Energy Daily

Shape	Size	One Insertion	3 Insertions	6 Insertions	12 Insertions
Full Page	210 mm x 275 mm	\$8,000	\$7,500	\$7,000	\$6,500
1/2 Page horizontal	184.66 mm x 120 mm	\$7,000	\$6,500	\$6,000	\$5,500
1/3 Page horizontal	184.66 mm x 80 mm	\$6,000	\$5,500	\$5,000	\$4,500
1/4 Page horizontal	184.66 mm x 60 mm	\$4,500	\$4,200	\$4,000	\$3,500

### e-Letter Rates | [www.theenergydaily.com](http://www.theenergydaily.com)

Shape	Size	One Insertion	Five Insertions/One Week
eLetter	728 pixels x 90 pixels	\$4,000	\$7,500

### Online Banner Rates | [www.theenergydaily.com](http://www.theenergydaily.com)

Shape	Size	Per Month	3 Months	6 Months	12 Months
Leaderboard	845 pixels x 90 pixels	\$5,000	\$4,500	\$4,000	\$3,500
Small Leaderboard	250 pixels x 90 pixels	\$2,500	\$2,200	\$2,000	\$1,700
Skyscraper	160 pixels x 600 pixels	\$4,000	\$3,800	\$3,500	\$3,300

### Media Breakfast Sponsorship | [www.theenergydaily.com](http://www.theenergydaily.com)

Individual Breakfast or Series      Packages start at \$8,000

\*All rates are net

## To Reserve Your Ad or Sponsorship

Contact us to discuss your custom package.

Email: [TheEnergyDailySales@ihsmarkit.com](mailto:TheEnergyDailySales@ihsmarkit.com)

Phone: (303) 858-6551



# Online Specifications

## Ad Specifications for Online Banners

Web advertisements can be submitted in GIF, JPEG or Flash formats. All Flash files must be submitted as a .SWF file with accompanying back-up GIF/JPG for display to users who do not accept Flash. A click-thru URL and default image must also be supplied for each .SWF ad unit. Maximum file size for all ad dimensions is 50K.

\*With the exception of a few homepage exclusives, nearly all ads are Run-Of-Site

**250 x 90 pixels**

**160 x 600 pixels**

**300 x 250 pixels**

**160 x 600 pixels**

**NOT A SUBSCRIBER?** Contact Sabrina.Osman@the.com to request a free trial

**845 x 90 pixels**

**The Energy Daily**

**Deliberate safety violations prompt 'operational pause,' questions at Savannah River**

November 5, 2015 | BY GEORGE LORENZ

Workers at the Energy Department's Savannah River Site in September deliberately violated critically safety requirements in moving plutonium at a nuclear processing facility, prompting officials at the South Carolina site to quietly initiate an... [More »](#)

**Energy Headlines**

- Duke hears protests, drops Carolina power line project
- Election reshapes Mississippi PSC to detriment of clean coal project
- Texas regulator backs wastewater disposal wells despite quake concerns

**Most Read**

- Duke hears protests, drops Carolina power line project
- Election reshapes Mississippi PSC to detriment of clean coal project
- Texas regulator backs wastewater disposal wells despite quake concerns

**Power**

- Missouri PSC rejects Ameren efficiency plan as...
- Judge faults state regulators, zaps Wisconsin...

**Alternative Energy**

- Wall Street fires SolarCity over retrenchment...
- Greens skeptical of Utah clean energy plan by...

**Climate**

- Despite green push, Hawaii chops rooftop solar...
- CPP published in Federal Register, triggers...

**Nuclear**

- Lack of state aid spurs Entergy move to close...
- NNSA office splits, names on-site managers for...

**Solar**

- Court clears Florida solar ballot proposal, but...
- Arizona panel delays on APS rooftop fees, to eye...

**Wind**

- U.S. wind capacity scores, but key tax credit...
- ORNL manager named new director at DOE renewable...

**Natural Gas**

- Five states sue over new EPA ozone standard...
- EPA sets 'loosely achievable' rules...

**Coal**

- EPA sets 'loosely achievable' rules...
- Budget deal authorizes billions of dollars in...

**Oil**

- Ohio lawmakers: No severance tax hikes until...
- Budget deal authorizes billions of dollars in...

**Biodiesel**

- DuPont opens world's largest cellulosic...
- CPP opponents say 'impossible harm'...

**Energy Efficiency**

- Supreme Court takes up second FERC-state fight...
- GE claims low-cost breakthrough with hybrid...

**Finance**

- Obama, China's Xi announce historic new...
- WTO faults U.S. duties on Chinese solar panels...

**FERC Filings**

- FERC Staff Issues Draft Environmental Impact Statement for the Sweetwater Lake Hydroelectric Project (P-13553-023)
- FERC To Convene a Technical Conference on Critical Infrastructure Protection Reliability Standards on January 28, 2016
- FERC Staff Issues Energy Infrastructure Update for September 2015
- FERC Staff Issues Environmental Assessment for the Connecticut Expansion Project (CP14- The staff of the Federal Energy Regulatory Commission (Commission or FERC) has prepared an environmental assessment (EA) for the Connecticut Expansion Project (Project). The Project is proposed by Tennessee Gas Pipeline Company, L.L.C. (Tennessee). The Project would expand the natural gas delivery capacity to the northeast region of the United States by up to 72.1 million cubic feet per day. Comments on the EA must be received in on or before November 23, 2015.

**Media Breakfasts**

The Energy Daily is at the forefront of bringing together industry leaders, politicians and association executives with media to discuss timely global energy issues. Past speakers at The Energy Daily's media breakfasts include Stephen Chu, Secretary of Energy, Senator Jeff Bingaman, Chairman of the Senate Energy and Natural Resources Committee, and Jack Gerard, President of the American Petroleum Institute. As a sponsor, the breakfasts are a way to align yourself with industry leaders and the premiere daily energy publication. View past media breakfasts [here](#).

**More Resources**

Free Whitepapers and Documents



# Newsletter Specifications


## Digital Specifications Guidelines

- All advertisements should be submitted as a high-resolution 'press' or 'high-quality' PDF files with fonts embedded or type converted to curves
- For quality control, please do not send JPG/JPEG/PNG or compressed files
- Files must be Right Reading, at 100% size, and no rotations
- Art elements/images within PDF should be at least 300 true dpi
- All ads are due one week prior to publication date

## E-Letter Specifications Guidelines


- File Formats: GIF or JPG
- Size: 728 pixels x 90 pixels
- Animation: If the ad is an animated GIF, it should continuously loop and all important information should be included on the first frame.





**BRINGING INNOVATION AND EXPERTISE  
TO ASH POND SOLUTIONS.**

[LEARN MORE](#)



## IHS The Energy Daily

Business and Policy Coverage of the Power, Natural Gas, Oil, Nuclear and Renewable Industries

[theenergydaily.com](http://theenergydaily.com)

Good morning,  
Please find attached your  
issue of *The Energy Daily*.

Look to *The Energy Daily* to provide  
you with the latest news and  
information on the global energy

### July 24, 2018 Headlines

**FERC reverses, seeks new cost allocation for  
Artificial Island and similar projects**  
In a decision that could dramatically shift cost



## Reserve Space

IHS holds both the advertiser and its designated advertising agency responsible for paying all duly authorized advertising inserted in or attached to its publication. Publisher will not be bound by conditions appearing on insertion orders or copy instructions which conflict with provisions of the rate card. No advertisement may be canceled after the specified closing deadline. Advertiser or authorized agency must forward all materials to Production Manager, in accordance with the current rate card.

Contact [TheEnergyDailySales@ihsmarkit.com](mailto:TheEnergyDailySales@ihsmarkit.com) or (303) 858-6551 with advertising inquiries or newsletter/website ads.

### Please Note

Advertising is subject to the approval of the publisher. All advertisements are accepted and published on the representation that the advertisers and/or agencies are properly authorized to publish the contents and subject matter thereof. The Energy Daily is not responsible for any copyright infringement on the part of the advertisers. The Energy Daily reserves the right to reject any advertising considered objectionable as to wording or appearance. The Energy Daily is not responsible for typographical errors or omissions. Whenever in the judgment of The Energy Daily any advertisement bears resemblance to news matter, The Energy Daily will place the word "advertisement" above it.

### Insert Deadlines

Single and multiple insertion orders must be received one week prior to the issue's publication (advertising agency orders may be invoiced with a purchase order number). Artwork must be received five days prior to the issue's publication in one of the following formats: PDF, PhotoShop EPS or TIFF file (no native files).





# Terms and Conditions

## IHS Advertising Sales Terms and Conditions

By sending its advertisement and/or all the material with respect to the advertisement, and in consideration for the privilege of the publication by IHS Markit Global Limited ("IHS Markit") of the advertisement, the advertiser ("Advertiser"), on its behalf and on behalf of its agency, agree to be bound by these Advertising Terms and Conditions (the "Agreement"). For the purposes of this Agreement, the term 'Advertiser' shall include the applicable Advertiser's agency. This Agreement may not be modified except by express written agreement signed by the parties.

### 1. Definitions:

- a. "Annuals, Bi-annuals and/or Handbooks" means the books published by IHS Markit on an annual or bi-annual basis, and which may be used for the publication by IHS Markit of the relevant advertisement.
- b. "Conference Event" means any conference or webinar organized and hosted by IHS Markit for which the Advertiser has obtained a sponsorship package.
- c. "Digital Advertising" means the publication by IHS Markit of the relevant advertisement on any digital platform including, without limitation, web site, Internet, e-mail newsletters or any other electronic media.
- d. "Flight Date" is the first day on which the Digital Advertising commences.
- e. "Magazine" means the IHS Markit' publications released on a regular basis by IHS Markit, and which may be used for the publication by IHS Markit of the relevant advertisement.
- f. "Order Deadline" is the last date on which all the sales orders with respect to advertising should be received by IHS Markit Copy Control and Operations Department to ensure the publication of relevant advertisement.
- g. "Copy Deadline" is the last date on which all the material with respect to advertising can be supplied to the IHS Markit Copy Control and Operations Department to ensure the publication of relevant advertisement or the commencement of advertising campaign.

2. Unless otherwise mutually agreed by the parties, cancellations and transfers of the advertisements in Annuals, Bi-annuals and/or Handbooks, may be accepted by IHS Markit only if in writing and if received not less than six (6) weeks before the Order Deadline. Any Digital Advertising cancellations must be notified in writing, to IHS Markit not less than thirty (30) days before commencement of advertising campaign and any Conference Sponsorships cancellations, if any, must also be notified in writing to IHS Markit not less than forty five (45) days before the commencement of the

first day of the Conference Event.

3. Any deviation with respect to Clause 2 above may be agreed at a sole discretion of IHS at an additional charge.

4. IHS Markit cannot be held responsible for alterations or corrections to proofs if returned after the specified Copy Deadline.

5. All production work handled by IHS Markit, including creation/ reproduction of advertisement, will be charged to the Advertiser and shall be included in the invoice.

6. IHS Markit at its sole discretion, reserves the right to refuse or cancel any advertisement without reason or notice or to alter/ postpone the publication date of print advertisement or the Flight Date of digital advertisement or the commencement date of Conference Sponsorships.

7. IHS Markit cannot take any responsibility for the content of advertisements submitted by or on behalf of the Advertiser, including but not limited to printers errors or errors arising out of instructions given verbally to IHS Markit.

8. Advertisers' material is held by IHS Markit at the owner's risk. IHS Markit will retain film/PDF version or other digital material for up to twelve (12) months and reserves the right to destroy them thereafter. IHS Markit accepts no liability for the loss and/or destruction of original artwork or advertisements after such twelve (12) months period.

9. IHS Markit is not responsible for any loss howsoever occasioned, as a result of delay or failure to publish any edition of Annuals, Bi-annuals and/or Handbooks or to release any campaign in the case of Digital Advertising and Conference Sponsorships; however where any such edition/campaign is published/released later than as scheduled, the Advertiser must pay at the stipulated rate for all the advertisements which have in fact been published/released.

10. The Advertiser hereby warrants to IHS Markit that its advertisements do not in any manner whatsoever, infringe any third party's existing intellectual property rights including copyright; that the advertisements contain nothing objectionable, indecent, immoral, defamatory or illegal. The Advertiser shall indemnify, defend and hold harmless IHS Markit, at all times, against any claim, loss, injury or damage which may be occasioned to/against IHS Markit in relation of any breach of this warranty and/or arising from the placing of its advertisement in the IHS publications and/or from commencement of any advertising campaign or otherwise.

11. Each invoice rendered by IHS Markit to the Advertiser shall be paid within thirty (30) days date of the invoice. Should any invoice remain unpaid after the expiry of the said thirty (30) days, then IHS Markit reserves the right to charge interest on the outstanding invoice at the rate of five percent (5%) above the European Central Bank "Marginal lending facility" rate. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. The interest shall be paid immediately on demand

by IHS Markit. Notwithstanding the above provisions, where the Advertiser's agency fails to pay by the due date, IHS Markit shall have a right to make 5% reduction on the gross rate for calculation of any commission otherwise allowed to the Advertiser's agency and IHS Markit may, at its option, to recover payment in full directly from the Advertiser, unless the Advertiser has already paid its agency. In the event that IHS receives such payment from the Advertiser, IHS Markit shall, subject to any other claims it may have against the agency remit to the agency forthwith on receipt of payment, the commission due to the agency calculated in accordance with sub-clause (a) above. Without prejudice to the above rights, where there is a delay in the payment by the due date with respect to the print advertising, IHS Markit, in its sole discretion, may discontinue the provision of the advertising service(s) if Client does not pay any invoice within the payment period provided in Clause 11 of this Agreement. With respect to Digital Advertising, IHS Markit shall have the right to withdraw the digital advertisement from the web site (unless otherwise agreed by IHS Markit and confirmed in writing).

12. a. A complimentary copy of the Magazine will be provided for each display advertisement therein, for the personal use and retention by the Advertiser.

b. The Advertiser' agency placing a full or half page of the display advertisement either by themselves or through its agency in the Annuals, Biannuals and/or Handbooks shall receive a tear sheet of the Advertisement, for their record.

c. Upon written request of the Advertiser and/or the Advertiser' agency to HIS a PDF copy of the classified advertisement may be provided for their record. For avoidance of doubt, no complimentary copy of the Magazine will be provided for any classified advertisement.

d. The export, re-export or transfer of the Annuals, Bi-annuals and/or Handbooks may be controlled by U.S. and UK export control laws and in the event, the Advertiser decides to transfer above mentioned complimentary copy(s), the Advertiser shall ensure that such transfer/export is not prohibited and is in compliance with the U.S., UK and any other applicable nation laws.

13. Should the Advertiser fail to supply advertisement material of an acceptable standard or instructions by the specified Copy Deadlines for any issue or edition/campaign, and has not cancelled or amended the issue date/ Flight Date as the case may be, as originally made, then IHS reserves the right to charge the full cost of the advertisement booked.

14. IHS Markit may charge to the Advertisers' account the cost of enforcing any of its rights against it for nonpayment of outstanding amount in accordance with payment terms as stated under Clause 11 above including any expenses incurred by reason of the its breach of these terms and conditions. Should IHS Markit refer an outstanding account to either a debt collection agency or solicitors for collection, then any further business to be

transacted with that Advertiser would be handled on a pro forma basis.

15. The Advertiser may not sub-let or dispose in any way of space booked in any IHS Markit publication or service.

16. Both parties represent and affirm that (i) they will comply with all applicable country laws relating to anti-corruption and anti-bribery, including the US Foreign Corrupt Practices Act and the UK Bribery Act; and (ii) they will not promise, offer, give or receive bribes or corrupt actions in relation to the procurement or performance of this Agreement. For the purposes of this section, "bribes or corrupt actions" means any payment, gift, or gratuity, whether in cash or kind, intended to obtain or retain an advantage, or any other action deemed to be corrupt under the applicable country laws'.

17. In the event of breach of any of the provisions of these terms and conditions by IHS Markit, IHS Markit' total aggregate liability for any damages/losses incurred by the Advertiser arising out of such breach shall not exceed at any time, the amount already paid for the related advertisement by such Advertiser. In no event shall IHS Markit be liable for any indirect, special or consequential damages of any kind or nature whatsoever, suffered by the Advertiser, including, without limitation, lost profits or any other economic loss arising out of or related to the subject matter of these terms and conditions.

18. Either party may be excused from the performance of any obligation under this Agreement (other than payment obligations) due to any act or condition whatsoever beyond the reasonable control of and not occasioned by the fault or negligence of such party.

19. These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of English Courts.

20. No term of this Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to this Agreement.

For more information [www.theenergydaily.com](http://www.theenergydaily.com)

## THE ENERGY DAILY

1300 Connecticut Ave NW  
9th Floor  
Washington, DC 20036 United States

### Contact Us

**E** [TheEnergyDailySales@ihsmarkit.com](mailto:TheEnergyDailySales@ihsmarkit.com)  
**P** (303) 858-6551

## About IHS Markit

IHS Markit (Nasdaq: INFO) is a world leader in critical information, analytics and solutions for the major industries and markets that drive economies worldwide. The company delivers next-generation information, analytics and solutions to customers in business, finance and government, improving their operational efficiency and providing deep insights that lead to well-informed, confident decisions. IHS Markit has more than 50,000 key business and government customers, including 85 percent of the Fortune Global 500 and the world's leading financial institutions. Headquartered in London, IHS Markit is committed to sustainable, profitable growth.