

## ISIN RECORD END USER AGREEMENT

This ISIN RECORD END USER Agreement (the "**Agreement**") is entered into as of the Effective Date (as set forth below), by and between CUSIP Global Services ("**CGS**"), the National Numbering Agency for the United States, and the Subscriber listed below. CGS, as the US National Numbering Agency, issues US ISIN identifiers, plus the issuer long name and issue description for certain US securities (the "**ISIN Records**") and compiles and maintains a database of such ISIN Records (the "**US ISIN Basic Service**"). CGS has its principal offices at 55 Water Street, New York, New York 10041-0003. CGS is managed by Standard & Poor's Financial Services LLC, a Delaware limited liability company ("**S&P**"), on behalf of the American Bankers Association ("**ABA**").

SUBSCRIBER:

ADDRESS/FLOOR:

CITY, STATE, ZIP, COUNTRY:

CONTACT: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

EFFECTIVE DATE:

ACCOUNT EXECUTIVE:

WHEREAS, Subscriber wishes to use only the ISIN Records (as defined above and consistent with the Commitments effective November 15, 2011 between CGS and the European Commission, hereafter the "**Commitments**") from one or more information/data service providers or service bureaus ("**ISP**") in datafeed or bulk download format as part of an ISP service (the "**ISP Service**") for use within the European Economic Area ("**EEA**").

WHEREAS, in consideration of CGS authorizing ISPs to deliver the ISIN Records to Subscriber for use within the EEA, the parties hereto agree as follows:

1. Subscriber acknowledges that this Agreement only covers ISIN Records; if Subscriber does not sign and return this Agreement to CGS, Subscriber will have no right to continue to receive ISIN Records and CGS will be entitled to and will instruct all ISPs to cease furnishing Subscriber with ISIN Records; and if Subscriber is receiving any complimentary services from CGS under its existing customer agreement, such services will be discontinued.
2. Unless otherwise permitted under its own agreement with CGS, the Subscriber shall not sell or otherwise charge for any ISIN Records or redistribute to third parties (including to any Affiliates (as defined below) of such Subscriber, except for those Affiliates that are specifically listed above and are incorporated within the EEA or have their registered seat or principal place of business within the EEA) all or any material portion of the ISIN Record. Subscriber shall be entitled to use the US ISINs or ISIN Records for any communications, contacts and information exchanges conducted in the normal course of Subscriber's business as at the date this Agreement is concluded, provided that such communications, contacts or information exchanges do not include Bulk Distribution (except as is necessary to comply with applicable regulatory reporting requirements and/or central bank operations) or include other specific activities that would characterize such usage as a Service Bureau or an ISP. For the avoidance of doubt, "Use within the EEA" shall also permit the following activities: (a) communications, contacts and information exchanges with, including Bulk Distribution to, any EEA Affiliate; and (b) communications, contacts and information exchange with, excluding Bulk Distribution to, any Non-EEA Affiliate, although this is without prejudice to CGS's right to require a subscription agreement with any Non-EEA Affiliate that wishes to use US ISINs or ISIN Records in its own business operations.

Affiliates shall be bound by the terms and conditions of this Agreement to the same extent as Subscriber. Subscriber shall inform such Affiliates of the terms and conditions of this Agreement. Subscriber agrees that it shall be directly responsible and liable to CGS for its Affiliates' compliance with the terms and conditions of this Agreement. Subscriber agrees to honor and comply with all reasonable requests by CGS to enforce the terms of this Agreement against any such Affiliates in the event that CGS has reason to believe that such Affiliate may have violated any of the terms or conditions of this Agreement.

For purposes of this Agreement:

- "Additional Data" means data and information, not including the ISIN Record, that S&P/CGS chooses to provide in a data product integrated with the ISIN Record.
- "Affiliate" means, with respect to a particular undertaking, another undertaking that directly, or indirectly through one or more intermediaries,

controls or is controlled by or is under common control with such particular undertaking. For purposes hereof, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a particular undertaking, whether through the ownership of more than fifty percent (50%) of either the voting securities or other equity interest, by contract or otherwise.

- "Bulk Distribution" means the distribution or other dissemination to third parties of all, substantially all or any material portion of US ISINs or ISIN Records. Bulk Distribution is an example of usage of US ISINs or ISIN Records which would typically categorize the bulk distributor as a Service Bureau or an ISP.
- "EEA Affiliate" means any Affiliate (as defined above) that is: (a) incorporated within the EEA or has its registered seat or principal office within the EEA; and (b) specifically listed in Appendix 1 attached hereto as an EEA Affiliate.
- "Non-EEA Affiliate" means any Affiliate (as defined above) that is (a) not an EEA Affiliate (as defined above); and (b) specifically listed in Appendix 2 attached hereto as a non-EEA Affiliate.
- "Service Bureau" means, any entity that is in the business of making available ISIN Records in a direct datafeed or file download to third parties (who are generally institutions and not retail customers) in their capacity of providing data processing services, software services and/or other outsourced data management services on behalf of such third parties (including for the avoidance of doubt custodian, accounting, paying agent, listing agent and similar services). Service Bureaus are generally entities who have historically entered into distribution agreements with S&P/CSB (not end user subscription agreements) as a result of their needs for broad data distribution rights to cover the bulk transmission of data to their own institutional customers.

3. Subscriber shall complete and return to CGS Appendix 3 setting out a list of the ISPs through which Subscriber receives the ISIN Records, together with a signed copy of this Agreement (and the completed Appendices 1 and 2 below if appropriate). Subscriber represents and warrants that such list is complete and accurate. Subscriber represents and agrees that Subscriber and its agents shall not strip out, reproduce, extract or otherwise use, sell or distribute any CUSIP identifiers or codes (or any portions thereof) that may be embedded or included within the US ISIN Basic Service or any ISIN Record for any purpose, without first having obtained a separate license for those purposes from CGS.
4. Subscriber represents and warrants that it only wants to use ISIN Records and does not want to download any Additional Data that ISPs sourced directly or indirectly from S&P/CGS (being information or data sourced directly or indirectly from any of S&P/CGS's products, services or databases, such as CUSIP standard

numbers, CUSIP standard descriptions, CGS ISINs, CINS numbers and other information about financial instruments which S&P/CGS regularly maintains and periodically enhances and further develops, including any derivative works from the foregoing data, or any portion thereof). S&P/CGS shall make available resources on its website to identify what constitutes Additional Data sourced directly or indirectly from S&P/CGS.

5. In the event that Subscriber terminates its existing S&P/CGS customer agreement, Subscriber acknowledges and agrees that CGS shall have the right, without any liability to Subscriber, to instruct all ISPs to cease furnishing such Additional Data sourced directly or indirectly from S&P/CGS (including any derivative works from the foregoing data, or any portion thereof) to Subscriber unless and until Subscriber has first entered into a standard S&P/CGS customer agreement, which customer agreement shall include, among other provisions, the fees applicable to the usage of Additional Data that the ISPs sourced directly or indirectly from S&P/CGS (including any derivative works from the foregoing data, or any portion thereof) and the applicable restrictions on the usage of such Additional Data.
6. The ISIN Records are provided to Subscriber on an "as is" basis, without any warranties as to accuracy, merchantability or fitness for a particular purpose or use nor with respect to the results which may be obtained from the use of such ISIN Records. Neither CGS, S&P, the 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. In no event shall the liability of CGS, S&P, the ABA or any of their affiliates pursuant to any cause of action, whether in contract, tort, or otherwise, exceed the fee paid by Subscriber for access to such ISIN Records in the month in which such cause of action is alleged to have arisen.
7. Subscriber shall, at CGS's request, promptly provide a written certification by a senior officer that Subscriber (and/or its Affiliates) is in full compliance with the usage restrictions set forth in this Agreement. In the event that CGS has reason to believe that Subscriber (and/or its Affiliates) may be in violation of the usage restrictions set forth in Sections 1, 2, 3, 4 or 5 CGS shall have the right to audit and examine Subscriber's (or such Affiliates') records solely for the purpose of ensuring Subscriber's (or such Affiliates') compliance with such usage restrictions. Such audit shall be exercised upon reasonable advance written notice to Subscriber and shall be subject to Subscriber's standard security procedures. In the event that such audit or examination reveals that Subscriber (and/or its Affiliates) is in breach of this Agreement, Subscriber agrees to promptly reimburse CGS for its reasonable out of pocket costs and expenses incurred in conducting such audit or examination.
8. In the event of any breach of any material term or provision by Subscriber, CGS may provide written notice thereof. Any violation or breach by Subscriber of Sections 1, 2, 3, 4 or 5 shall constitute a material breach of this Agreement which, if not cured within fifteen days of receipt of such written notice, shall entitle CGS to terminate this Agreement.

9. Miscellaneous

- (a) In the event of a material breach or threatened material breach of any of the provisions of this Agreement by the Subscriber, Subscriber acknowledges that CGS, S&P and/or the ABA shall suffer irreparable harm for which monetary damages is an inadequate remedy, and that therefore CGS, S&P and/or the ABA shall be entitled to preliminary and permanent injunctive relief to enforce the provisions hereof, in addition to any other legal or financial remedies to which CGS, S&P, and/or the ABA may be entitled. Nothing herein shall preclude CGS, S&P and/or the ABA from pursuing any action or other remedy for any breach or threatened breach of this Agreement, all of which shall be cumulative.
- (b) This Agreement shall not be assigned or transferred by Subscriber without the prior written consent of CGS and any purported transfer or assignment shall be null and void.
- (c) No amendment of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of CGS and Subscriber. No waiver of any term or condition of this Agreement shall be effective unless agreed to in writing by the party making the waiver.
- (d) This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New York, USA without reference to its conflicts of law principles. All disputes arising out of or relating to this Agreement shall be adjudicated exclusively within the state or federal courts located in the County of New York, New York, USA.
- (e) For the avoidance of doubt, except as expressly provided in Section 5 above, Subscriber shall not be required to pay any license or other fees to CGS by virtue of entering into this Agreement with CGS.
- (f) The signatory below is authorized to enter into this Agreement on behalf of Subscriber and its Affiliates; and
- (g) All provisions of this Agreement shall survive the termination of this Agreement.

Subscriber:

Accepted for CUSIP Global Services

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

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

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

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

Date:

## APPENDIX 1 LIST OF EEA AFFILIATES

Legal Name:

Address:

Telephone:

MODEL

APPENDIX 2 LIST OF NON-EEA AFFILIATES:

Legal Name:

Address:

Telephone:

MODEL

APPENDIX 3

**LIST OF ISPs through which Subscriber receives the ISIN Records:**

*Subscriber hereby certifies, represents and warrants that this list is complete and accurate.*

ISP 1

Legal Name:

Address:

Telephone:

ISP 2

Legal Name: Address:

Telephone:



ISP 3

Legal Name:

Address:

Telephone:

MODEL