

**MODEL ISIN RECORD SUBSCRIPTION AGREEMENT
FOR END USERS**

MODEL

FORM OF END USER SUBSCRIPTION AGREEMENT

This Subscription Agreement is entered into as of the Effective Date (as set forth below), by and between CUSIP Global Services ("CGS"), having its principal offices at 55 Water Street, New York, New York 10041-0003 and Subscriber (as defined below). 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:

EFFECTIVE DATE: _____ TELEPHONE: _____

WHEREAS, 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 Record Masterfile**").

WHEREAS, upon the following terms and conditions, the Subscriber desires to receive a datafeed of the US ISIN Record Masterfile (the "**Service**") from CGS for use within the European Economic Area ("**EEA**").

The parties hereto agree as follows:

1. **Subscription conditions**

- (a) Subject to the terms and conditions of this Agreement, CGS hereby grants to Subscriber a non-exclusive and non-transferable right to

access, reproduce internally and use the Service (and the ISIN Records contained therein) within the EEA in accordance with this Agreement.

The Subscriber shall not sell or otherwise charge for any ISIN Records or re-distribute to any third parties (including to any Affiliates (as defined below) of such Subscriber, except for those Affiliates that are incorporated or have a registered seat or principle place of business within the EEA and are specifically listed in Exhibit A attached hereto) all or any material portion of the Service. 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 ISR. 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.

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 Affiliates may have violated any of the terms or conditions of this Agreement.

For purposes of this Agreement:

- "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 Exhibit A 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 Exhibit B attached hereto as a non-EEA Affiliate.

(b) 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 Service or any ISIN Record for any purpose, without first having obtained a separate license for those purposes from CGS.

2. Delivery

CGS shall provide access to the Service in a masterfile through a password protected FTP account. The full masterfile shall be updated by CGS on a daily basis. Upon at least thirty (30) days advance written notice, CGS retains the right to change the format or means of delivery of the Service from time to time in its sole discretion, provided that any such change will not diminish the quality of delivery and will be in accordance with prevailing industry practices.

3. Disclaimer of Warranties and Limitation of Liabilities

(a) DATA HAS BEEN OBTAINED BY CGS FROM SOURCES BELIEVED TO BE RELIABLE. HOWEVER, BECAUSE OF

THE POSSIBILITY OF HUMAN OR MECHANICAL ERROR BY CGS'S SOURCES, CGS OR OTHERS, CGS DOES NOT GUARANTEE THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY DATA IN THE SERVICE AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH DATA. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL SUCH MATERIALS ARE PROVIDED TO SUBSCRIBER ON AN "AS IS" BASIS.

- (b) IN NO EVENT SHALL CGS, S&P, THE ABA OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF CGS, S&P, THE ABA OR THEIR RESPECTIVE AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF CGS, S&P OR THE ABA AND THEIR AFFILIATES IN ANY AND ALL CATEGORIES, WHETHER ARISING FROM CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE SHALL, IN THE AGGREGATE, IN NO EVENT EXCEED THE ANNUAL FEE PAID BY SUBSCRIBER UNDER THIS AGREEMENT.
- (c) CGS shall not be liable for any default resulting from circumstances beyond CGS's reasonable control, including, without limitation, events of force majeure.
- (d) No action, regardless of form, arising out of or pertaining to this Agreement may be brought by Subscriber or CGS more than one year from the date such cause of action accrued.

4. **Term and Termination**

- (a) The term of this Agreement shall commence on the Effective Date and shall continue in effect for a term of twelve (12) months. Thereafter, this Agreement shall automatically renew for additional twelve (12) month periods unless Subscriber provides written notice of its intention not to renew this Agreement at least sixty (60) days prior to the expiration of the then current term.
- (b) In the event of any breach of any material term or provision by either party of this Agreement, the other party may terminate this

Agreement by giving fifteen (15) days' prior written notice thereof. Any violation or breach by Subscriber of Section 1 shall constitute a material breach of this Agreement.

- (c) CGS shall have the right to terminate this Agreement upon fifteen (15) days' written notice to Subscriber in the event that CGS discontinues offering or providing the Service as a standalone service or in the event that CGS no longer operates as the US National Numbering Agency.

5. **Subscription Fees; Audit Rights**

- (a) Subscriber shall pay the charges set forth in CGS's invoice for delivery of the Service, together with all applicable sales, use and similar taxes, within thirty (30) days of receipt of such invoice.
- (b) CGS shall be entitled to increase its fees and charges annually on each anniversary of the Effective Date by the amount of the increase (if any) in the Consumer Price Index ("CPI") for Urban Consumers, All Items, as issued by the Bureau of Labor Statistics, U.S. Department of Labor, over the prior twelve (12) month period.
- (c) In addition to all other rights and remedies available to CGS in law or in equity, CGS may suspend delivery of the Service, for as long as any invoice remains unpaid after the thirty (30) day period referred to in Section 5(a), provided that Subscriber is first given notice of non-payment and the opportunity to cure such payment default within fifteen (15) days after receipt of such notice.
- (d) 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 Section 1, 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.

6. **Miscellaneous**

- (a) In the event of a breach or threatened breach of any of the provisions of this Agreement by the Subscriber (including, without limitation, a breach of Section 1(c)), 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) This Agreement represents the entire agreement between the parties hereto with respect to CGS's delivery to Subscriber of the Service and supercedes all prior agreements (either written or oral). This Agreement shall not amend or modify the terms or conditions of any existing agreement between the parties except to the extent of any conflict of terms between this Agreement and such existing agreement, in which case this Agreement shall govern any such conflicting terms.
- (d) 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.
- (e) 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.
- (f) Sections 1, 3, 5 and 6 shall survive the termination of this Agreement.

Subscriber:

Accepted for CUSIP Global Services

By: _____

By: _____

Print Name:

Print Name:

Title: _____

Title: _____

Email: _____

Date: _____

Date: _____

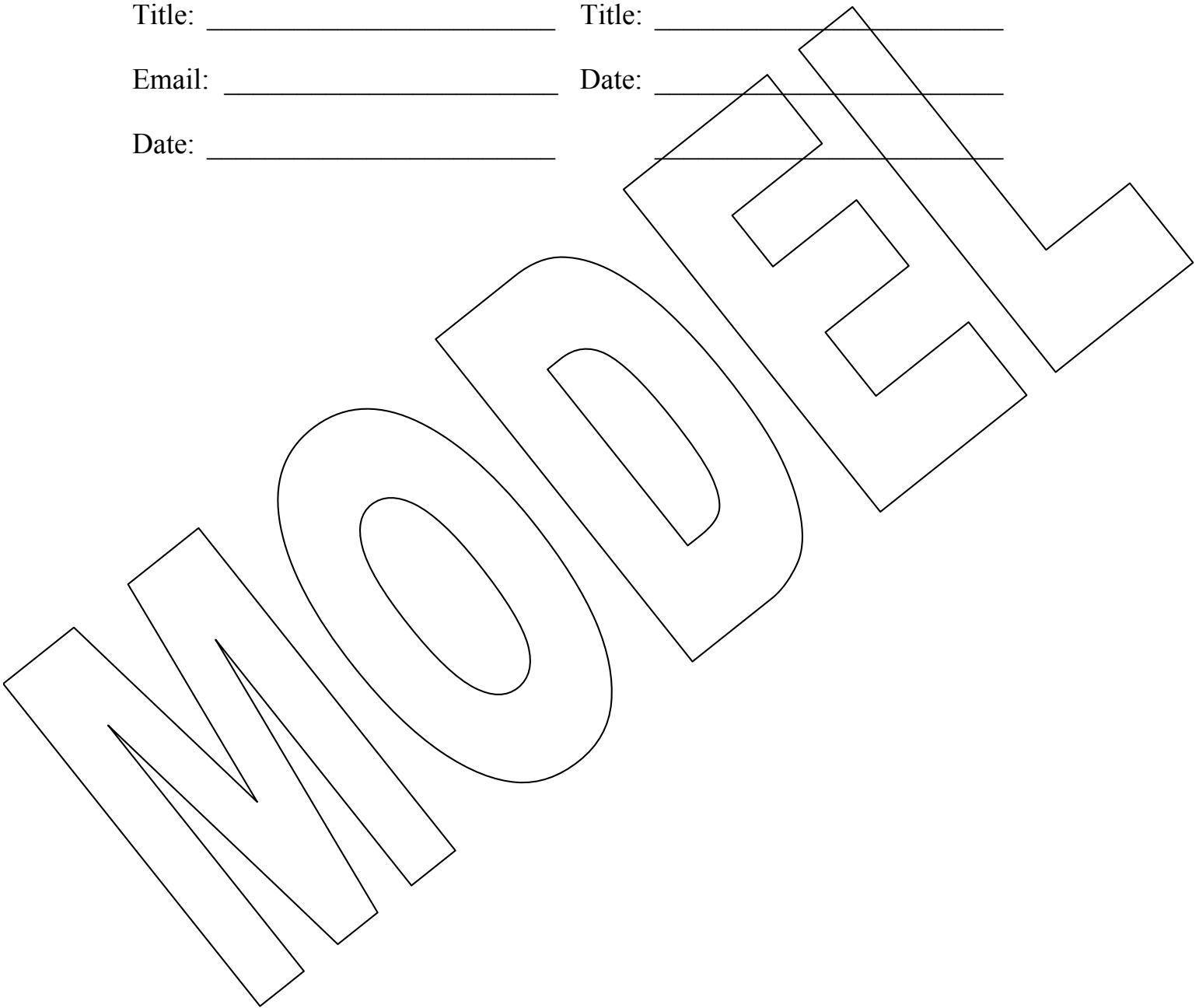


EXHIBIT A

List of EEA Affiliates

AFFILIATE:

ADDRESS/FLOOR:

CITY, STATE, ZIP, COUNTRY:

CONTACT:

TELEPHONE:

EXHIBIT B

List of non-EEA Affiliates

AFFILIATE:

ADDRESS/FLOOR:

CITY, STATE, ZIP, COUNTRY:

CONTACT:

TELEPHONE:
