

MODEL AMENDMENT¹ COVERING COMPLIMENTARY ISIN RECORD SERVICE FOR ISPS/SERVICE BUREAUS WITH EXISTING AGREEMENTS WITH CUSIP GLOBAL SERVICES.

MODEL

¹NOTE: AT THE OPTION OF THE ISP/SERVICE BUREAU, THIS AMENDMENT COULD BE EXECUTED VIA A CLICK-THRU AGREEMENT OR A MANUALLY SIGNED AGREEMENT. THIS MODEL AMENDMENT IS SUBSTANTIALLY SIMILAR TO THE FORM OF ISP/SERVICE BUREAU SUBSCRIPTION AGREEMENT THAT CGS POSTED TO ITS WEBSITE TO FULFIL THE NOVEMBER 15, 2011 COMMITMENTS.

FORM OF AMENDMENT TO ISP/SERVICE BUREAU DISTRIBUTION
AGREEMENT

WHEREAS, _____, a _____ corporation ("Distributor") and CUSIP Global Services ("CGS"), having its principal offices at 55 Water Street, New York, New York 10041-0003 are parties to an existing distribution agreement dated as of _____ (the "Existing Agreement"). 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").

WHEREAS, the parties wish to amend the Existing Agreement for the purpose of enabling Distributor to subscribe to the ISIN Service (as defined below) for free of charge as a complimentary service.

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, subject to the following terms and conditions, Distributor has agreed to receive a datafeed of the US ISIN Record Masterfile (the "ISIN Service") free of charge under its Existing Agreement and to redistribute or otherwise make available the ISIN Service (or portions thereof) to: (a) Distributor's own end user customers for use within the European Economic Area ("EEA"); and/or (b) Service Bureaus for distribution to their own end user customers for use within the EEA.

The parties hereto agree that the Existing Agreement shall be amended in accordance with this Amendment:

Subscription conditions

Subject to the terms and conditions of this Amendment, CGS hereby grants to Distributor a non-exclusive and non-transferable right to access the ISIN Service (and the ISIN Records contained therein) and to either (a) distribute the ISIN Service as a stand-alone service, or (b) incorporate the ISIN Service (or portions thereof) within its own information services ("Distributor Service") for the sole purpose of distributing or otherwise making available the ISIN Service or Distributor Service, in either case, to: (i) Distributor's own end user customers for Use within the EEA in accordance with this Amendment; and/or (ii) Service Bureaus for distribution of the ISIN Service to their own end user customers for Use within the EEA. No other rights or licenses are granted hereunder, except the limited license to distribute the ISIN Service as set forth above.

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 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.

"Use within the EEA" means the use of US ISINs or ISIN Records received by an end user located within the EEA for any communications, contacts and information exchanges conducted in the normal course of such end user's business as at the date the relevant ISIN Record Subscription Agreement (as defined herein) 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.

The Distributor shall not impose any separate fees or charges on its customers for receipt of the ISIN Service (or any portions thereof).

Distributor represents and agrees that Distributor and its agents shall not strip out, reproduce, extract or otherwise use, sell or distribute any CUSIP identifiers or codes (or any portion thereof) that may be embedded or included within the ISIN Service or any ISIN Record for any purpose, without first having obtained a separate license for those purposes from CGS.

Distributor agrees that each of its own customers wishing to access any information within the ISIN Service will be required by Distributor to agree to the "Additional Contract Terms for the ISIN Records" as set forth in Exhibit 1 attached hereto which must be included in such Distributor's agreements with its own customers. Distributor shall be prohibited from distributing or otherwise making available the ISIN Records to its own customers in a direct datafeed or file download without first having confirmed with CGS that (a) if such customer is a Service Bureau, such customer has entered into an agreement with CGS substantially similar to this Agreement, or (b) if such customer is an end user, such customer has entered into an agreement with CGS substantially in the form of Exhibit 2 attached hereto.

Distributor shall be permitted to redistribute or otherwise make available the ISIN Records only to: (i) Distributor's own end user customers for Use within the EEA (including to any EEA Affiliates and to any non-EEA Affiliates (as defined above) of such Distributor so long as such Affiliates are specifically listed in Appendix 1 and Appendix 2 respectively attached hereto, and, in the case of EEA Affiliates, are incorporated within the EEA or have their registered seat or principal office within the EEA); and/or (ii) Service Bureaus for distribution of the Service to their own end user customers for Use within the EEA. However, Distributor shall not have the right to redistribute or otherwise make available the ISIN Records to information service providers. Affiliates shall be bound by the terms and conditions of this Agreement to the same extent as Distributor. Distributor shall inform such Affiliates of the terms and conditions of this Agreement. Distributor agrees that it shall be directly responsible and liable to CGS for its Affiliates' compliance with the terms and conditions of this Agreement. Distributor 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.

Delivery

CGS shall provide access to the ISIN Service in a masterfile through a password protected FTP account and shall update the full masterfile on a daily basis. For further details regarding the ISIN Service, please see the ISIN Service user guide posted on CGS's website (as such user guide may be amended from time to time). Upon at least

thirty (30) days advance written notice, CGS retains the right to change the format or means of delivery of the ISIN 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.

Term and Termination

The term of this Amendment shall commence on the Effective Date and shall continue in effect for a term of twelve (12) months. Thereafter, this Amendment shall automatically renew for additional twelve (12) month periods unless Distributor provides written notice of its intention not to renew this Amendment at least sixty (60) days prior to the expiration of the then current term.

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

No License Fees; Audit Rights

There shall be no license or other fees payable under this Amendment.

Distributor shall, at CGS's request, promptly provide a written certification by a senior officer that Distributor (and/or its Affiliates) is in full compliance with the usage and distribution restrictions set forth in this Agreement. In the event that CGS has reason to believe that Distributor (and/or its Affiliates) may be in violation of the restrictions set forth in Section 1, CGS shall have the right, at its own expense, to audit and examine Distributor's (or such Affiliates') records solely for the purpose of ensuring Distributor's (or such Affiliates') compliance with such usage restrictions. Such audit shall be exercised upon reasonable advance written notice to Distributor and shall be subject to Distributor's standard security procedures. In the event that such audit or examination reveals that Distributor (and/or its Affiliates) is in breach or violation of this Agreement, Distributor agrees to promptly reimburse CGS for its out of pocket costs and expenses in conducting such audit or examination.

Miscellaneous

In the event of a breach or threatened breach of any of the provisions of this Amendment by the Distributor, Distributor 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 Amendment, all of which shall be cumulative.

This Amendment shall not be assigned or transferred by Distributor without the prior written consent of CGS and any purported transfer or assignment shall be null and void.

This Amendment represents the entire agreement between the parties hereto with respect to CGS's delivery to Distributor of the ISIN Service and supersedes all prior agreements (either written or oral). Except as expressly set forth herein, this Amendment shall not amend or modify the terms or conditions of the Existing Agreement except to the extent of any conflict of terms between this Amendment and such Existing Agreement, in which case this Amendment shall govern any such conflicting terms. For the avoidance of doubt, nothing in this Amendment shall be deemed to restrict or impede any rights CGS may have under the Existing Agreement to require Distributor to cease furnishing CGS Data contained within a CUSIP Service subscribed to by Distributor to those end user customers who CGS has determined require a license agreement with CGS in order to access, receive or utilize CGS Data disseminated by Distributor under the Existing Agreement.

This Amendment 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.

Sections 1, 4 and 5 shall survive the termination of this Agreement.

CUSIP GLOBAL SERVICES

By

Name:

Title

DISTRIBUTOR

By

Name:

Title:

MODEL

APPENDIX 1 List of EEA Affiliates of Distributor

DISTRIBUTOR:

ADDRESS/FLOOR:

CITY, STATE, ZIP, COUNTRY:

CONTACT:

TELEPHONE:

MODEL

APPENDIX 2 List of non-EEA Affiliates of Distributor

DISTRIBUTOR:

ADDRESS/FLOOR:

CITY, STATE, ZIP, COUNTRY:

CONTACT:

TELEPHONE:

MODEL

EXHIBIT 1

Additional Contract Terms for Receipt of ISIN Records to be included in Distributor's agreements with its own Customers

Unless otherwise permitted under its own agreement with CGS, [Customer] shall not sell or otherwise charge for any ISIN Records or re-distribute to third parties (including to any Affiliates (as defined below) of [Customer]), except for Affiliates that 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 US ISIN Record Masterfile. [Customer] shall be entitled to use the US ISINs or ISIN Records for any communications, contacts and information exchanges conducted in the normal course of [Customer's business as at the date the relevant ISIN Record Subscription 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 [Customer]. [Customer] shall inform such Affiliates of the terms and conditions of this Agreement. [Customer] agrees that it shall be directly responsible and liable to CGS for its Affiliates' compliance with the terms and conditions of this Agreement. [Customer] 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, "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 this Agreement

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 this Agreement as a non- EEA Affiliate.

[Customer] represents and agrees that [Customer] and its agents shall not strip out, 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 Record Masterfile or any ISIN Record for any purpose, without first having obtained a separate license for these purposes from CUSIP Global Services.

The ISIN Records are provided to [Customer] 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 [Customer] for access to such ISIN records in the month in which such cause of action is alleged to have arisen.

[Customer] agrees that in the event of a breach of the foregoing provisions, CUSIP Global Services ("CGS"), Standard & Poor's Financial Services LLC ("S&P") and the American Bankers Association ("ABA") shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS, S&P and/or the ABA may be entitled.

CGS, S&P and the ABA shall be direct third party beneficiaries under this agreement and shall be entitled to enforce these terms directly against [Customer] and/or any Affiliate(s) (as defined above) of [Customer].

EXHIBIT 2

Form of Agreement between CGS and Customers who receive US ISIN Records from an ISP/Service Bureau in datafeed or bulk download format