

Market Data Notices

Source Terms and Conditions

Goldman Sachs, may, at its discretion, supply its clients with certain market data and/or pricing information ("Market Data") from various exchanges, markets or other sources (each a "Source"). Certain Sources require clients to agree to additional terms and conditions in order to receive their Market Data: these additional terms and conditions can be found below.

June 2007

ASX [Australian Stock Exchange]

In relation to Market Data made available by ASX Operations Pty Limited ("ASX") you agree that:

(i) you will not use the Market Data to establish, maintain or provide, or assist in establishing, maintaining or providing a market for trading in securities which is not authorized by law;

(ii) you will not supply or make available or permit to be supplied or made available the Market Data to any third person (except by way of fair dealing for the purpose of research, private study, criticism or review) unless you have first entered into a separate written agreement with ASX governing the wholesale supply of the Market Data.

BOAT

In relation to Market Data made available by BOAT Services Limited, you agree to the following;

i) Prohibited Uses. You are prohibited from the following:

(a) distributing, transferring, sub-licensing, renting, lending, transmitting, selling, re-circulating, repackaging, assigning, leasing, reselling, publishing or making available all or any portion of the Market Data;

(b) using the Market Data to develop, create or directly price any index (e.g., any composite financial index), data feed services, valuations services to third parties, or any database or service that competes directly with the Market Data or any other BOAT service offered in the market place or that would create a substitute for any such BOAT service. For the avoidance of doubt, the Market Data shall not be used in any index or to create, price or calculate indices or any similar derivative product (including but not limited to "baskets" and "strategies"). For example, a total return index on the trading strategy or total return of investment strategy in relation to a structured product whose performance is based on a quantitative trading strategy, and the daily/weekly NAV or

redemption value together with the Market Data are used to calculate such index; and

(c) using the Market Data for any illegal purpose or contrary to the laws applicable in the jurisdictions where you operate or applicable to supply and use of the Market Data.

ii) Limited Permitted Use. You are permitted to reproduce non-systematic and limited excerpts from Market Data in documents for distribution to your clients or potential clients in graphical format only for viewing, not reproduced or republished by you in any format that would enable the recipient to incorporate the Market Data in a database of their own. You may also create and include "Derived Data" in your periodic or ad-hoc reports to your clients. "Derived Data" shall mean, for the purposes of these terms and conditions only, data that you have developed through a process in conjunction with additional third party data and professional experience, such that the Derived Data: (i) cannot be identified or reverse-engineered as originating or directly derived from the Market Data (ii) includes an amount of the Market Data that has no independent commercial value; (iii) is not separately marketed by you; (iv) could not be used by its recipients as a substitute for the Market Data or any part of it; (v) has no commercial value in its own right, irrespective of whether that value is realised by you or not; and (vi) the distribution of Derived Data is only of supportive nature to your services (for example - report on your performance) and does not constitute a service that your clients may subscribe for.

iii) Intellectual Property. All copyright, database rights, trade marks, patents, rights of privacy or publicity and other proprietary or intellectual property rights (including all models, software, data and any materials) comprised in all or any of the Market Data, or its provision, and all enhancements, modifications or additional services thereto, are and will be the exclusive property of BOAT. You will not use the same (including copying, reverse engineering or disclosing it to any person, for any purpose whatsoever) except as expressly permitted, and will not remove or deface any trademarks or identifier associated with Market Data.

iv) Disclaimer. The Market Data distributed to you shall be on an "as is" basis. Neither we, BOAT, its affiliates nor any third party data provider makes any warranty, express or implied, as to the accuracy or completeness of the Market Data or as to the results to be attained by you or others from the use of the Market Data. You hereby acknowledges that there are no express or implied warranties of title, merchantability or fitness for a particular purpose or use, and that you have not relied upon any warranty, guarantee or representation made by BOAT, its affiliates or any third party data provider. You are bound to any legends, disclaimers, and notices appearing from time to time with the Market Data.

v) Liability. Neither we, BOAT, its affiliates nor any third party data provider shall in any way be liable to you or any client of yours for any inaccuracies, errors or omissions, regardless of cause, in the Market Data provided hereunder or for any damages (whether direct or indirect) resulting therefrom. Without limiting the foregoing, BOAT shall have no liability whatsoever to you, whether in contract (including under an indemnity), in tort (including negligence), under a warranty, under statute or otherwise, in respect of any loss or damage suffered by you as a result of or in connection with any opinions, recommendations, forecasts, judgments, or any other conclusions, or any course of action determined, by you or any client of yours, whether or not based on the Market Data.

Copenhagen Stock Exchange

Market Data made available by the Copenhagen Stock Exchange is for your own use and may not be made available to any third party. Any redistribution by you is subject to an agreement with the Exchange.

Euronext

In relation to Market Data made available by Euronext N.V. you agree that:

(i) all intellectual property rights in the Market Data (in its entirety as well as parts thereof, or embodied in any information demonstrably based thereon and/or derived therefrom) are owned by Euronext N.V. and will so remain regardless of whether the Market Data is the product of processing, upgrading or performance by any party other than Euronext N.V.

(ii) the Market Data is for your personal use only or for disclosure to a third party/third parties on an incidental basis only. You shall refrain from any non-incidental disclosure of the Market Data, processed or otherwise, to any third parties via any medium, present or future. You shall especially refrain from disclosure of the Market Data in connection with commercial information brooking, information vending, publishing or credit rating, nor for substantial reproduction through the press of the media, nor for transmissions via any private or public network, cable or satellite system. You guarantee to us and Euronext N.V. that third parties will not gain access to the Market Data in any manner, other than as set forth in this Agreement.

(iii) you will not redistribute or transmit all or some of the Market Data, free of charge or for consideration, in any manner or form whatsoever, in-house or beyond the premises where your information system receives the Market Data directly from us.

(iv) we may request from you a statement of the actual number of devices through which the Market Data can be received, accompanied by a declaration from your accountant that the statement is correct and gives a fair view of the situation.

(v) Euronext N.V. shall not be liable for any loss, damage, costs, claims and expenses whatsoever to you, nor to any third parties for any direct or indirect damage which you or any third party may suffer as a result of or in connection with the Market Data, or in any other way connected with this Agreement. This limitation of liability shall not apply in the event of willful misconduct or gross negligence. You shall indemnify Euronext N.V. in this respect against any claims of third parties.

(vi) Euronext N.V. retains the right to direct us to terminate distribution of the Market Data to you for various reason without any claim (for damages) arising on your part against either Euronext N.V. or us. Such reasons include (a) where you make, allow or cause unauthorized and/or improper use to be made of the Market Data in such a manner as to be in violation of your obligations under this Agreement; any costs and losses as a result thereof shall be borne by you; (b) where you are declared bankrupt, wind up your company or are granted a (preliminary) moratorium on payment of your debts; (c) where, during the term of this Agreement, you perform any activities which might be deemed to be competitive with those of us.

(vii) the prohibitions listed above shall remain in effect after the cessation of contractual

relations between you and us for whatever reason.

FTSE

We are licensed by FTSE International Limited to publish the FTSE Index Values (the "Data"). FTSE shall not be responsible for any error or omission in the Data. All copyright and database rights in the Data belong to FTSE or its licensors. Redistribution of the data comprising the Data is not permitted. You agree to comply with any restrictions or conditions imposed upon the use, access, or storage of the Data as may be notified to you by FTSE or us and you may be required to enter into a separate agreement with FTSE or us. "FTSE™", "FT-SE™" and "Footsie™" are trade marks of London Stock Exchange PLC and The Financial Times Limited and are used by FTSE International Limited under licence.

You may not remove any copyright or other proprietary notices incorporated with the Data. You may not use or exploit the Data supplied by FTSE for the purpose of creating any financial product or service which seeks to match the performance of, or whose capital and/or income value is related to the Data or any part thereof, without the prior consent and agreement of FTSE on terms to be agreed with FTSE at its absolute discretion.

You may reprocess the Data and perform calculations using that data for use within your organisation (data created by such means being referred to herein as "Reprocessed Data"); however you may not, and may not allow any third party to, redistribute or re-disseminate such Reprocessed Data in whatever form it may take, whether the Data underlying the Reprocessed Data is readily identifiable or not.

HKEx [Hong Kong Exchange]

In relation to Market Data made available by HKEx Information Services Limited ("HKEx"):

(i) HKEx, its holding companies and/or any subsidiaries of such holding companies endeavour to ensure the accuracy and reliability of the information provided but does not guarantee its accuracy or reliability and accepts no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions;

(ii) you may not, without the prior written approval of HKEx (such approval not to be unreasonably withheld) disseminate the Market Data or any part thereof to any other person;

(iii) you may not use or permit the use of the Market Data or any part thereof for any illegal purpose;

(iv) you may not use the Market Data or any part thereof other than in the ordinary course of your own business (which shall not include dissemination to third parties);

(v) you may not use the Market Data or any part thereof to establish, maintain or

provide or to assist in establishing, maintaining or providing a trading floor or dealing service where (a) trading in securities listed on The Stock Exchange of Hong Kong Limited or of a type capable of being so listed, or (b) any other securities relating to securities described at (a) above, is being undertaken otherwise than at or through The Stock Exchange of Hong Kong Limited.

Italian Exchange

In relation to Market Data made available by the Italian Exchange, you agree that you will not redistribute, publish or assign the Market Data, or any portion of the Market Data, to third parties, in any manner whatsoever, whether directly or indirectly. You will inform your employees, collaborators, consultants or service suppliers of the foregoing prohibitions. You agree that the foregoing prohibitions are for the benefit of the Italian Exchange and shall survive termination of your agreement with us.

Koscom Corporation [Korea Exchange]

All intellectual property rights and copyrights with respect to Market Data provided by Korea Exchange ("KRX") remain the sole and exclusive property of KRX, and Koscom Corporation ("KOSCOM") is the exclusive distributor of the Market Data. Unauthorized redistribution of the Market Data to third parties without prior approval from KOSCOM is not allowed. Neither KRX nor KOSCOM owe any obligation or liability to any party for any delays, interruptions, errors or omissions however occasioned in the process of collecting, recording, processing, storing, analyzing or disseminating the Market Data; or for inaccuracies thereof; or for any direct or indirect consequential damages related to the provision of the Market Data.

London Stock Exchange

Market Data made available by the London Stock Exchange ("LSE") may not be redistributed without the LSE's prior written consent.

Oslo

In relation to Market Data made available by Oslo Børs Informasjon AS ("OBI"):

(i) You agree that the Market Data is for your own internal business use and may not be made available, directly or indirectly, in whole or in any part or manipulation thereof, to any third party, except as provided below;

(ii) You may only redistribute limited extracts (i.e. purely ad hoc and insubstantial extracts), provided that any such redistribution complies with any and all of the following requirements: (a) is not continuous, (b) does not constitute updating in real-time, (c) is made on either an infrequent or irregular basis, (d) is incidental to the purpose of your principal business, (e) cannot be used as a substitute for any Service or any substantial part of it; (f) has no independent commercial value; (g) is not separately charged for, (h) is not made in connection with commercial information broking, information vending, publishing or credit rating, nor for substantial reproduction through

the press or media, nor for transmission via any private or public network, cable or satellite system;

(iii) You may not delete any copyright or proprietary notice contained in the Market Data;

(iv) You acknowledge and agree that OBI may assert intellectual property rights in the Market Data and that the Market Data is provided subject to the terms of an agreement with OBI;

(v) The Equity Indices are based on MSCI's Classification Model (Global Industry Classification Standard – GICS). A description of the GICS is publicly available i.a. on Oslo Stock Exchange's web site.

You may not redistribute the description of the GICS to any third party. The GICS is developed by and is the exclusive property of and service mark of Morgan Stanley Capital International Inc (MSCI) and Standard and Poor's (S&P). It has been licensed for use by OBI and we are entitled to redistribute the classifications and products based on classifications made by MSCI and S&P to their clients. You are entitled to make use of the GICS solely for the purpose of comprehending the content of the Market Data. You may not use the GICS to create a classification designation in any way.

You acknowledge that MSCI is the sole and exclusive owner of all right, title and interest in and to the GICS. You agree that the rights granted hereunder convey no rights, title or interest in or to the GICS to you. You shall not use the GICS in any way other than as expressly provided herein.

Neither MSCI nor S&P nor any other party involved in or related to the compilation or creation of the GICS makes any express or implied warranties or representations with respect to this information (or the results to be obtained by the use thereof), and MSCI and S&P and any other party involved in or related to the compilation or creation of the GICS hereby expressly disclaim all warranties of originality, accuracy, completeness, merchantability or fitness for particular purpose with respect to any of this information. The Equity Indices are not issues, sponsored, endorsed, sold or promoted by MSCI or S&P.

OMX

In relation to Market Data made available by OMX Exchanges Ltd ("OMX"):

(i) Redistribution of the Market Data, regardless of whether the Market Data is real-time or delayed data, is not permitted except as set out below. Any redistribution of delayed Market Data made available by the Stockholm Stock Exchange is subject to the prior approval of OMX;

(ii) You may only redistribute limited extracts (i.e. purely ad hoc and insubstantial extracts) of real-time Market Data, provided that any such redistribution complies with any and all of the following requirements, i.e. (a) is not continuous; (b) does not

constitute updating in real-time; (c) is made on either infrequent or irregular basis; (d) has no independent commercial value; (e) is not separately charged for; (f) is not made in connection with commercial information brooking, information vending, publishing or credit rating, nor for substantial reproduction through the press or media;

(iii) You may not delete any copyright or proprietary notice contained in the Market Data;

(iv) You may redistribute the Market Data to your group companies subject to the terms of this agreement and subject to you remaining responsible for the good performance by such entities, as well as any agent or sub-contractor approved in writing by OMX, of any obligation under this agreement stated to be in relation to you;

(v) You acknowledge and agree that OMX and its licensors may assert intellectual property rights in the Market Data and that the Market Data is provided subject to the terms of an agreement with OMX;

(vi) You acknowledge and agree that there are certain restrictions on the third party redistribution of the Market Data as agreed with OMX;

(vii) You acknowledge that OMX has the right to require us to discontinue the supply of Market Data to you if you do not agree to the above terms;

(viii) The Equity Indices of the Stockholm Stock Exchange are based on Morgan Stanley's Classification Model (Global Industry Classification Standard – GICS). A description of the GICS is publicly available i.a. on the Stockholm Stock Exchange's web site. You may not redistribute the description of the GICS to any third party.

The GICS is developed by and is the exclusive property of and service mark of Morgan Stanley Capital International Inc (MSCI) and Standard and Poor's (S&P). It has been licensed for use by the Stockholm Stock Exchange and we are entitled to redistribute the classifications and products based on classifications made by MSCI and S&P to their clients. You are entitled to make use of the GICS solely for the purpose of comprehending the content of the Market Data. You may not use the GICS to create a classification designation in any way.

You acknowledge that MSCI is the sole and exclusive owner of all right, title and interest in and to the GICS. You agree that the rights granted hereunder convey no rights, title or interest in or to the GICS to you. You shall not use the GICS in any way other than as expressly provided herein.

Neither MSCI nor S&P nor any other party involved in or related to the compilation or creation of the GICS makes any express or implied warranties or representations with respect to this information (or the results to be obtained by the use thereof), and MSCI and S&P and any other party involved in or related to the compilation or creation of the GICS hereby expressly disclaim all warranties of originality, accuracy, completeness, merchantability or fitness for particular purpose with respect to any of this information. The Equity Indices are not issued, sponsored, endorsed, sold or promoted by MSCI or S&P.

(ix) You agree to provide, on request, all information requested by us for the purpose of

invoicing applicable fees and/or monitoring compliance with this agreement and you agree to allow rights of audit by us or our appointed representatives for this purpose;

(x) **Where we are unable to control the number of end-users**: You agree to provide, on request, all information requested by OMX for the purpose of invoicing applicable fees and/or monitoring compliance with this agreement and you agree to allow rights of audit by OMX or its appointed representatives for this purpose. (OMX will only exercise its rights under this provision if it discovers that we are unable to control (for example, by means of user IDs and passwords) the number of end-users, within your organization, with access to the Market Data);

Singapore Exchange Derivatives Trading Limited

In relation to Market Data made available by Singapore Exchange Derivatives Trading Limited ("SGX-DT") you shall not:

(i) engage in the operation of any unlawful business nor allow any other unauthorized or unlawful usage of the Market Data in contravention of any applicable laws, rules and regulations;

(ii) commercially exploit the Market Data in any other manner whatsoever.

Further, you hereby expressly acknowledge, warrant and agree, as conditions of the agreement between you and us, that:

(iii) the Market Data provided to you on a real-time basis relating to the trading operations at SGX-DT is confidential and remains the valuable property of SGX-DT, and it is a condition of its supply to you that you will only use it on the basis set out in this agreement, and no other;

(iv) you will not, without SGX-DT's prior written consent, authorize or allow any modifications to the equipment, apparatus, and wires by which the Market Data is transmitted to you directly or indirectly by us;

(v) you have authority to bind all your subscriber locations and have provided us with a list of those subscriber locations and the number of terminals to be used from time to time and at any time to access the Market Data at each such subscriber location;

(vi) you have a duty to report to us the number of terminals used from time to time and at any time located at each of your subscriber locations on a monthly basis for all subscriber locations, including all branch offices;

(vii) at all reasonable times during normal hours, any person or persons designated by us shall have access to all of your subscriber locations (including branch offices). They shall have the right to observe the use being made of the Market Data and the right to examine and inspect all instruments, apparatus and terminals used in connection with the receipt and processing of the Market Data on a delay or real-time basis in the particular subscriber location;

(viii) you agree and undertake to give to such persons as SGX-DT may designate, from

time to time, full and free access to your premises and/or any other premises at which the Market Data is received at any and all reasonable times during normal business hours. You shall permit such persons to observe the use made of the Market Data at such premises and to examine and inspect all instruments and apparatus used at such premises in connection with the Market Data. You shall also complete any required questionnaire and/or provide any other necessary information to SGX-DT for the purpose of billing and collecting information related to your use of the Market Data and the technical and administrative costs in place to manage data distribution and reporting;

(ix) the transmission of Market Data is conditioned upon a strict compliance on your part with the provisions set forth herein, and we may, with or without notice, discontinue transmission whenever in our judgment there has been any breach by you of any of those provisions, or whenever directed to do so by SGX-DT;

(x) neither we nor SGX-DT guarantee the sequence, timeliness, accuracy or completeness of any of the Market Data. Subject to paragraph (xii) below, neither we nor SGX-DT, shall be liable for non-performance or interruption of transmission due to any cause whatsoever, including any omission or negligence on the part of us and/or SGX-DT. Neither we nor SGX-DT shall be liable for any reason whatsoever to you or to any other person, firm or corporation for any delays, inaccuracies, errors or omissions in the Market Data, or in the transmission thereof, or for any damages arising therefrom or occasioned thereby, including economic, financial, material, personal or consequential loss or damage.

(xi) subject to paragraph (xii) below, SGX-DT shall not be liable in any way whatsoever to us or you or any person, company or other entity whatsoever for any economic, financial, material, consequential, or personal losses or damage resulting from actions or decisions based on, or as a result of, Market Data received directly or indirectly from us;

(xii) you hereby indemnify and agree to keep indemnified each of us, SGX-DT and our respective officers, employees and agents against all loss, actions, proceedings, costs, claims and damages arising from: (a) any breach by you of your obligations under this agreement; (b) reliance by third parties on the Market Data obtained through, or from, your utilization of the transmission of the Market Data; and (c) any defect in or abuse or misuse or failure of operation or performance or breakdown of such equipment or any part or parts thereof at any time during the term of this agreement;

(xiii) you acknowledge that SGX-DT has retained rights under its agreement with us to terminate the transmission of Market Data to us on short notice and that if SGX-DT elects to exercise those rights then we will not be in a position to continue transmissions to you;

(xiv) you shall not use or permit the Market Data to be used other than for your own internal purposes, and shall not permit any third party to use or distribute the Market Data or purport to do any of the same;

(xv) you agree and undertake that during the term of this agreement and thereafter you will keep confidential and, save as expressly provided in this agreement, will not without the prior written consent of SGX-DT, disclose to any third party any and all confidential information (including, without limitation, the Market Data).

Singapore Exchange Securities Trading Limited

In relation to Market Data made available by Singapore Exchange Securities Trading Limited ("SGX-ST") you shall not:

- (i) use the Market Data to compile a stock index on the Singapore stock market or on securities quoted or traded on the Singapore Exchange Limited, which would enable and/or facilitate index based trading to be conducted by any market or any person;
- (ii) engage in the operation of any unlawful business nor allow any other unauthorized or unlawful usage of the Market Data in contravention of any applicable laws, rules and regulations;
- (iii) commercially exploit the Market Data in any other manner whatsoever.

Further, you hereby expressly acknowledge, warrant and agree, as conditions of the agreement between you and us, that:

- (iv) the Market Data provided to you on a real-time basis relating to the trading operations at SGX-ST is confidential and remains the valuable property of SGX-ST, and it is a condition of its supply to you that you will only use it on the basis set out in this agreement, and no other;
- (v) you will not, without SGX-ST's prior written consent, authorize or allow any modifications to the equipment, apparatus, and wires by which the Market Data is transmitted to you directly or indirectly by us;
- (vi) you have authority to bind all your subscriber locations and have provided us with a list of those subscriber locations and the number of terminals to be used from time to time and at any time to access the Market Data at each such subscriber location;
- (vii) you have a duty to report to us the number of terminals used from time to time and at any time located at each of your subscriber locations on a monthly basis for all subscriber locations, including all branch offices;
- (viii) at all reasonable times during normal hours, any person or persons designated by us shall have access to all of your subscriber locations (including branch offices). They shall have the right to observe the use being made of the Market Data and the right to examine and inspect all instruments, apparatus and terminals used in connection with the receipt and processing of the Market Data on a delay or real-time basis in the particular subscriber location;
- (ix) you agree and undertake to give to such persons as SGX-ST may designate, from time to time, full and free access to your premises and/or any other premises at which the Market Data is received at any and all reasonable times during normal business hours. You shall permit such persons to observe the use made of the Market Data at such premises and to examine and inspect all instruments and apparatus used at such premises in connection with the Market Data. You shall also complete any required questionnaire and/or provide any other necessary information to SGX-ST for the purpose of billing and collecting information related to your use of the Market Data and the technical and administrative costs in place to manage data distribution and reporting;

(x) the transmission of Market Data is conditioned upon a strict compliance on your part with the provisions set forth herein, and we may, with or without notice, discontinue transmission whenever in our judgment there has been any breach by you of any of those provisions, or whenever directed to do so by SGX-ST;

(xi) neither we nor SGX-ST guarantee the sequence, timeliness, accuracy or completeness of any of the Market Data. Subject to paragraph (xiii) below, neither we nor SGX-ST, shall be liable for non-performance or interruption of transmission due to any cause whatsoever, including any omission or negligence on the part of us and/or SGX-ST. Neither we nor SGX-ST shall be liable for any reason whatsoever to you or to any other person, firm or corporation for any delays, inaccuracies, errors or omissions in the Market Data, or in the transmission thereof, or for any damages arising therefrom or occasioned thereby, including economic, financial, material, personal or consequential loss or damage.

(xii) subject to paragraph (xiii) below, SGX-ST shall not be liable in any way whatsoever to us or you or any person, company or other entity whatsoever for any economic, financial, material, consequential, or personal losses or damage resulting from actions or decisions based on, or as a result of, Market Data received directly or indirectly from us;

(xiii) you hereby indemnify and agree to keep indemnified each of us, SGX-ST and our respective officers, employees and agents against all loss, actions, proceedings, costs, claims and damages arising from: (a) any breach by you of your obligations under this agreement; (b) reliance by third parties on the Market Data obtained through, or from, your utilization of the transmission of the Market Data; and (c) any defect in or abuse or misuse or failure of operation or performance or breakdown of such equipment or any part or parts thereof at any time during the term of this agreement;

(xiv) you acknowledge that SGX-ST has retained rights under its agreement with us to terminate the transmission of Market Data to us on short notice and that if SGX-ST elects to exercise those rights then we will not be in a position to continue transmissions to you;

(xv) you shall not use or permit the Market Data to be used other than for your own internal purposes, and shall not permit any third party to use or distribute the Market Data or purport to do any of the same;

(xvi) you agree and undertake that during the term of this agreement and thereafter you will keep confidential and, save as expressly provided in this agreement, will not without the prior written consent of SGX-ST, disclose to any third party any and all confidential information (including, without limitation, the Market Data).

Sociedad de Bolsas [Madrid Stock Exchange]

Market Data made available by Sociedad de Bolsa is for your own use and may not be made available, directly or indirectly, in whole or in any part or manipulation thereof, to any third party.

STOXX

In relation to Market Data made available by STOXX Limited ("STOXX"):

(i) You acknowledge and agree that the names Dow Jones, STOXX, Dow Jones STOXX™, Dow Jones EURO STOXX™, Dow Jones STOXX 50™, Dow Jones EURO SOXX 50™, the Dow Jones STOXX Indexes™ and the names of the component indexes of end-of-day values of the Indexes (as defined below) (together, the "STOXX Marks") are famous, well-known and internationally recognized trade names, trademarks and service marks owned by STOXX or its licensors, as the case may be. You have no rights to such marks except for those set forth herein. You recognize the great value of the reputation and goodwill associated with the STOXX Marks and you agree that all goodwill associated with the STOXX Marks from the Service shall belong exclusively to STOXX and its licensors.

(ii) You further acknowledge and agree that (a) the end-of-day values of the STOXX IndexesSM and such end-of-day index component-related information as determined, compiled and distributed by STOXX from time to time (together, the "Indexes"), and the divisors, formulas and methods used to compute the Indexes, are the exclusive property of STOXX or its licensors, as the case may be, are not within the public domain and are protected by copyright, and (b) but for this Agreement or any other written agreement between you and STOXX, neither you nor any other individual or entity would have any rights with respect to, or rights to receive, any of the Indexes.

(iii) You agree not to contest the ownership or validity of any rights of STOXX in the Indexes or any intellectual property relating thereto.

(iv) If by operation of law, you should acquire any rights in any intellectual property of STOXX in the Indexes, you hereby assign to STOXX, exclusively and perpetually, all such rights and agree to execute any documents and do any further acts as may be necessary to perfect, register or enforce STOXX's ownership of such rights.

(v) You agree that you will not copy, download, store, reproduce or further transmit or distribute the Indexes for commercial purposes in any type of format or by any means, including but not limited to the Internet, Intranet or other type of network.

(vi) You acknowledge that STOXX retains the right to direct us to terminate distribution of the Indexes to you for any reason.

(vii) STOXX, Dow Jones & Company, Inc., their respective affiliates, sources, officers, directors, employees, agents, representatives (the "STOXX Parties") shall not be liable to you for any loss or damage, direct, indirect or consequential, arising from (a) any inaccuracy or incompleteness in, or delays, interruptions, errors or omissions in the delivery of, the Indexes or any other information supplied to you by STOXX (the "Index Data"), or (b) any decision made or action taken by you in reliance upon the Index Data. The STOXX Parties shall not be liable to you for loss of business revenues, lost profits or any punitive, indirect, consequential, special or similar damages whatsoever, whether in contract, tort or otherwise, even if advised of the possibility of such damages. In no event shall the cumulative liability of the STOXX Parties arising out of any legal claim in any way connected to the Index Data exceed the fees paid by you hereunder during the 12 months prior the incident giving rise to such claim.

(viii) You expressly acknowledge that the STOXX Parties do not make any warranties, express or implied, with respect to the Index Data, including, without limitation: (a) any warranties with respect to the timeliness, sequence, accuracy, completeness, currentness, merchantability, quality or fitness for a particular purpose of the Index Data

or (b) any warranties as to the results to be obtained by you or any other person or entity in connection with the use of the Index Data.

(ix) You acknowledge and agree that we may, as and when requested by STOXX, make available to STOXX a copy of this Agreement and thereby disclose to STOXX, your identity and other personal data such as your contact details. The terms of our agreement with STOXX requires it to treat such information as confidential.

Sydney Futures Exchange Limited

In relation to Market Data made available by the Sydney Futures Exchange Limited ("SFE"), you hereby expressly acknowledge, warrant and agree, as conditions of the contract between us, that:

(i) the Market Data provided to you relating to the trading operations at SFE is confidential and remains the valuable property of SFE, and it is a condition of its supply to you that you will only use it on the basis set out in this agreement and no other;

(ii) you will not, without our prior written consent, authorize or allow any modifications to the equipment, apparatus, and wires by which the Market Data is transmitted by us to you;

(iii) you have authority to bind all your subscriber locations and have provided us with a list of those subscriber locations and the number of terminals to be used from time to time and at any time to access the Market Data at each such subscriber location;

(iv) you have a duty to report to us the number of terminals used from time to time and at any time located at each of your subscriber locations on a monthly basis for all subscriber locations, including all branch offices;

(v) at all reasonable times during normal hours, any person or persons designated by us shall have access to all of your subscriber locations (including branch offices). They shall have the right to observe the use being made of the Market Data and the right to examine and inspect all instruments, apparatus and terminals used in connection with the receipt and processing of the Market Data in the particular subscriber location;

(vi) you agree and undertake to give to such persons as SFE may designate, from time to time, full and free access to your premises and/or any other premises at which the Market Data is received at any and all reasonable times during normal business hours. You shall permit such persons to observe the use made of the Market Data at such premises and to examine and inspect all instruments and apparatus used at such premises in connection with the Market Data where it is obtained in such a way that the receivers of the Market Data cannot be identified individually, or where access to the Market Data is controlled with your own customer controlled network;

(vii) the transmission of Market Data is conditioned upon a strict compliance on your part with the provisions set forth herein, and we may, with or without notice, discontinue transmission whenever in our judgment there has been any breach by you of any of those provisions, or whenever directed to do so by SFE;

(viii) neither we nor SFE guarantee the sequence, accuracy or completeness of any of the Market Data. Subject to paragraph (xi) below, neither we nor SFE, shall be liable for

non-performance or interruption of transmission due to any cause whatsoever, including any omission or negligence on the part of us and/or SFE. Neither we nor SFE shall be liable for any reason whatsoever to you or to any other person, firm or corporation for any delays, inaccuracies, errors or omissions in the Market Data, or in the transmission thereof, or for any damages arising therefrom or occasioned thereby, including economic, financial, material, personal or consequential loss or damage.

(ix) subject to paragraph (xi) below, SFE shall not be liable in any way whatsoever to us or you or any person, company or other entity whatsoever for any economic, financial, material, consequential, or personal losses or damage resulting from actions or decisions based on, or as a result of, Market Data received directly or indirectly from us;

(x) nothing contained in paragraphs (viii) or (ix) shall exclude, restrict or modify any condition or warranty implied into this agreement by law where to do so would render either paragraph (or both) void in whole or in part, and you agree that to the extent permitted by the Australian Trade Practices Act, or any other relevant law, our liability to you for any loss or damage alleged by you or by any other person, either directly or indirectly, and arising out of the performance or non performance of this agreement is limited to either of the remedies set out in section 68A(1) (a) (b) of the said Trade Practices Act at our discretion;

(xi) you hereby indemnify and agree to keep indemnified each of us, SFE and our respective officers, employees and agents and any other person having an estate or interest of any kind at any time and from time to time in any of the equipment used by SFE to supply the Market Data against all loss, actions, proceedings, costs, claims and damages arising from: (a) any breach by you of your obligations under this agreement; (b) reliance by third parties on the Market Data obtained through, or from, your utilization of the supply of the Market Data; and (c) any defect in or abuse or misuse or failure of operation or performance or breakdown of such equipment or any part or parts thereof at any time during the term of this agreement;

(xii) you acknowledge that SFE has retained rights under its agreement with us to terminate the supply of Market Data to us on short notice and that if SFE elects to exercise those rights then we will not be in a position to continue transmissions to you;

(xiii) you shall not use or permit the Market Data to be used other than for your own internal purposes, and shall not permit any third party to use or distribute the Market Data or purport to do any of the same;

(xiv) you agree and undertake that during the term of this agreement and thereafter you will keep confidential and, save as expressly provided in this agreement, will not without the prior written consent of SFE, disclose to any third party any and all confidential information (including, without limitation, the Market Data).

Taiwan

In relation to Market Data made available by the Taiwan Stock Exchange Corporation ("TSE"), you agree to comply with the TSE's Regulations Governing the Use of Trading Information (www.tse.com.tw/docs), and the sanctions and the civil and criminal liabilities for making unlawful relaying or reconnection of the Market Data. You acknowledge that, pursuant to the said Regulations, (i) we are obligated to disclose to the TSE your identity and other details related to your use of the Market Data and (ii) the TSE has the right to make an inspection of your place of business.

VirtX

Market Data made available by Exfeed Ltd:

- (i) is for your own use and may not be made available to any third party, except for limited extracts of the Market Data included on an occasional basis in communications with your business customers. Exfeed Ltd reserves the right to determine whether any form of Market Data distribution by you may be allowed under this provision;
- (ii) may be processed with or without other information for the purpose of creating new original works, provided that (a) any works so created which contain, display, represent or recreate any item of the Market Data will be regarded as Market Data for the purposes of this Agreement, and (b) you may not use any element of the Market Data to create or recalculate indices without the prior permission of Exfeed Ltd and payment by you of an appropriate fee;
- (iii) shall not be misrepresented or displayed in such a way as may create a false or misleading impression as to the origin, meaning or value of any item of the Market Data. In particular, you shall (a) use best efforts to credit Exfeed Ltd (and any other source of the Market Data notified to you) as the source(s) of the Market Data, and (b) not alter, deface or remove any trademarks, trademark notices or copyright notices transmitted with the Market Data;
- (iv) shall not be used for any illegal purposes; and
- (v) shall be displayed in accordance with any other reasonable display requirements issued by Exfeed Ltd from time to time.