

License Agreement

between

SIX Swiss Exchange AG

Selnaustrasse 30

8001 Zürich

(hereinafter referred to as "**Licensor**")

and



(hereinafter referred to as "**Licensee**")

(Licensor and Licensee collectively referred to as the "**Parties**"
and each individually referred to as a "**Party**")

regarding

**the display of QQM® data
on Licensee's website**

Preamble:

Licensor is one of the world's most technologically advanced securities exchanges and was the first stock exchange in the world to incorporate, with its partners of the Swiss value chain, a fully automated trading, clearing and settlement system.

On 26 January 2009, Licensor introduced QQM Quote Quality Metrics® or QQM® - an Internet-based quality control system to ensure greater transparency in trading in warrants and structured products. With immediate effect investors and market observers can check on Licensor's website how liquid a product is and how efficiently the issuer is making a market. This application has been developed by Licensor in close coordination with the major issuers.

Licensee is interested in displaying QQM® data on its website.

Licensor is willing to grant to the Licensee a license to display the QQM® data on its website subject to the conditions of the following license agreement:

1. Subject of the agreement

Licensor grants to Licensee a non-exclusive, non-transferable and royalty-free license to display QQM® data on its website.

Licensor shall not have any obligation to deliver the QQM® data to Licensee. Licensee shall be entitled to download the QQM® data from the website www.six-structured-products.com.

2. Obligations of the Licensee

- 2.1 Licensee may not use the QQM® data in any other way than as expressly provided for in clause 1.
- 2.2 Licensee is not entitled to collect any fees or other forms of remuneration or for the display of QQM® data on its website.
- 2.3 Licensee shall be obliged to display the trademark QQM® in connection with any display of QQM® data on its website.
- 2.4 Licensee shall be obliged to display the following disclaimers on its website:

Trademark rights

QQM® and QQM Quote Quality Metrics® are trademarks that have been registered or applied for by SIX Swiss Exchange AG. Their use is subject to a licence.

Copyright

All QQM® data is protected by copyright. Reproduction, transmission (by electronic or any other means), modification, linking or use of QQM® data, in whole or in part, for public or commercial purposes without the prior written consent of SIX Swiss Exchange AG is prohibited.

The disclaimers have to be displayed in readable size on every webpage on which QQM® data is displayed.

- 2.5 Licensee is only allowed to display QQM® data in their original form and structure as published on www.six-structured-products.com. Any alteration or aggregation of QQM® data by Licensee is prohibited.

3. Exclusion of Liability

Licensor assumes no liability for the accuracy, completeness, reliability or uninterrupted availability of the QQM® data on the website www.six-structured-products.com or for any damages arising from actions taken on the basis of the QQM® data. Furthermore, Licensor assumes no liability for any damages arising from viruses or destructive elements of the website www.six-structured-products.com.

Licensee confirms that it has read and understood the disclaimer on the website [www. six-structured-products.com](http://www.six-structured-products.com) and that any download of QQM® data is subject to the provisions of said disclaimer.

Any other liability of Licensor under this Agreement is also hereby excluded to the extent permitted by law.

Licensee shall be liable for any negligent or willful violation of the obligations assumed under this Agreement.

4. Term and termination

4.1 This License Agreement shall enter into force upon its signing by both Parties and shall continue to be in force for an undetermined period of time.

4.2 This Agreement can be terminated by either Party by registered mail without giving reasons and without respecting any notice period.

5. Intellectual property rights and know-how

Licensee acknowledges that all trademarks, intellectual property rights and know-how with regard to QQM® and Quote Quality Metrics QQM® is owned exclusively by Licensor and that Licensee will not obtain any right or title thereto as a result of this Agreement.

6. Confidentiality

6.1 All documents and information, regardless of their nature and origin, which have been prepared and made available for the purpose of performing the activities assigned, and all operating or other business secrets, operating methods, figures, drawings, sketches, images and any other documentation, regardless of its nature, which the other Party or its personnel obtain knowledge of as a result of this Agreement shall be treated as confidential and shall not be disclosed or otherwise made available by the respective Party and/or its personnel to any unauthorized third party or used by the aforesaid Party for its own purposes.

6.2 The Parties shall impose the same obligation to maintain confidentiality on all persons who, in the course of fulfilling the contractual obligations, obtain knowledge of any facts, documents, etc. which are not available to the general public. Each Party shall be entitled to require all personnel of the other Party involved in the performance of this Agreement to sign a confidentiality agreement.

6.3 The confidentiality obligations according to this clause 6 shall remain binding even after termination of this Agreement for an unlimited time period.

7. Final provisions

7.1 The Parties do not intend to constitute a simple partnership according to clause 530 and subsequent of the Swiss Code of Obligations.

7.2 The assignment of any rights and obligations of Licensee under this Agreement is subject to the prior written consent of Licensor.

7.3 Any modifications or amendments to this Agreement, also in respect of ancillary points, shall only be valid if they are made in writing and are signed by all Parties.

7.4 If any individual provisions become invalid, this shall not affect the validity of the remaining provisions.

7.6 This Agreement shall be executed in three originals, one original for each Party.

8. Place of jurisdiction, governing law

8.1 The ordinary courts in Zurich shall have exclusive jurisdiction.

8.2 This Agreement shall be governed by Swiss law.

Place, date _____

SIX Swiss Exchange AG

[Name]

[Name]

[Position]

[Position]

[...]

[Name]

[Name]

[Position]

[Position]