

# License Agreement

between

## SIX Swiss Exchange AG

Selnaustrasse 30

8001 Zürich

(hereinafter referred to as "SIX Swiss Exchange")

and

## Scoach Schweiz AG

Selnaustrasse 30

8001 Zürich

(hereinafter referred to as "Scoach")

(SIX Swiss Exchange and Scoach collectively referred to as the "Licensors")

and

[...]

[...]

[...]

(hereinafter referred to as "Licensee")

(SIX Swiss Exchange, Scoach and the 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:

SIX Swiss Exchange 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.

Scoach embodies Europe's largest and most experienced market for certificates, warrants and structured products and is jointly operated by SIX Swiss Exchange and Deutsche Börse AG.

On 26 January 2009, SIX Swiss Exchange and Scoach 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 the Scoach website how liquid a product is and how efficiently the issuer is making a market. This application has been jointly developed by SIX Swiss Exchange and Scoach in close coordination with the major issuers.

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

The Licensors are 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

The Licensors grant to the Licensee a non-exclusive, non-transferable and royalty-free license to display QQM® data on its website.

The Licensors shall not have any obligation to deliver the QQM® data to the Licensee. The Licensee shall be entitled to download the QQM® data from the website [www.scoach.ch](http://www.scoach.ch).

### 2. Obligations of the Licensee

2.1 The Licensee may not use the QQM® data in any other way than as expressly provided for in clause 1.

2.2 The 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 The Licensee shall be obliged to display the trademark QQM® in connection with any display of QQM® data on its website.

2.4 The Licensee shall be obliged to display the following disclaimers on its website:

#### Trademark rights

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#### Copyright

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

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

The 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 all Parties and shall continue to be in force for an undetermined period of time.

4.2 This Agreement can be terminated by the Licensors or the Licensee by registered mail without giving reasons and without respecting any notice period. If the Licensee wants to terminate the Agreement, notice has to be given to both Licensors. If the Licensors want to terminate the Agreement, it shall be sufficient that notice is given by one Licensor (having the effect that the Agreement is terminated for all Parties).

### 5. Intellectual property rights and know-how

The Licensee acknowledges that all trademarks, intellectual property rights and know-how with regard to QQM® and Quote Quality Metrics QQM® are owned exclusively by the Licensors and that the 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 Each Licensor shall be entitled to individually require the Licensee to perform any and all obligations under this Agreement and to hold the Licensee liable for any violation of such obligations.
- 7.2 The Parties do not intend to constitute a simple partnership according to clause 530 and subsequent of the Swiss Code of Obligations.
- 7.3 The assignment of any rights and obligations of the Licensee under this Agreement is subject to the prior written consent of both Licensors.
- 7.4 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.
- 7.5 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]

Scoach Schweiz AG

\_\_\_\_\_  
[Name]

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[Name]

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[Position]

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[Position]

[...]

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[Name]

[Name]

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[Position]

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[Position]