

THIRD-PARTY DISCLOSURES

(the “Disclosure Document”)

If you are receiving this, you are a Solactive Client for the purposes of this Disclosure Document.

This Disclosure Document is binding on Solactive Client and may be updated at the discretion of Solactive from time-to-time. Solactive shall notify Solactive Client in the event this Disclosure Document is updated.

“**Solactive Client**” means: a party who is receiving a service(s) from Solactive including without limitation: (a) a licensee of a Solactive-owned index (a “**Solactive Index**”); or (b) an owner of a third-party index (a “**Third-Party Index**” and together with a Solactive Index, an “**Index**” or “**Indices**”) that retains Solactive to calculate such Third-Party Index. For the sake of clarity, Index/Indices includes Solactive Index/Indices, Third-Party Index/Indices as well as any non-index instrument(s) that Solactive may be providing a service(s) for.

This Disclosure Document forms an integral part of the agreement(s) between Solactive and Solactive Client (each an “**Agreement**” and together the “**Agreements**”). In the event of any inconsistency between the applicable Agreement(s) and in this Disclosure Document, this Disclosure Document shall prevail.



1. Third-Party Data Provider: Australian Securities Exchange (the “ASX”)

If the service from Solactive includes data from the ASX (“ASX Data”), the following applies:

- in respect of a Solactive Index, Solactive Client may not distribute, authorise to distribute, transmit or authorise to transmit any ASX Data received in connection with a Solactive Index provided by Solactive to the Solactive Client.
- in respect of a Third-Party Index, Solactive Client acknowledges and agrees that:
 - o it requires and is responsible for obtaining the necessary license from ASX,
 - o the creation, transmission, authorisation of transmission, or use of a New Original Work (as such term is defined in the agreement between the Solactive Client and ASX (the “ASX Client Agreement”)) does not transfer any rights, title or interest in the ASX Data or any third parties’ intellectual property rights in the ASX Data to Solactive Client or any third party,
 - o it will not make any representations, warranties or otherwise to any third party with respect to the title, ownership and intellectual property rights in relation to the ASX Data that are inconsistent with the provisions of the ASX Client Agreement,
 - o it must notify ASX as soon as practicable of any actual or suspected unauthorised, improper or unlawful use of the ASX Data or infringement of the intellectual property rights in the ASX Data.

2. Third-Party Data Provider: Banco Bilbao Vizcaya Argentaria, S.A. (“BBVA”)

If Solactive Client licenses a Solactive Index with the term “Banco Bilbao Vizcaya Argentaria, S.A.” or “BBVA” in the index name, Solactive Licensee agrees to include the BBVA Disclaimer in its product materials related to the index.

BBVA Disclaimer:

"The Index is not calculated, sponsored, administered or published by Banco Bilbao Vizcaya Argentaria, S.A. (“BBVA”) nor does BBVA act as an administrator or a contributor of the Index nor does BBVA offer any express or implicit guarantee or assurance with regard to the calculation, publication or results of using the Index and/or Index trade mark or the Index Price at any time or in any other respect. The Index is solely calculated, administered and published by Solactive AG. For the avoidance of doubt, there is no corporate ownership relationship between Solactive AG and BBVA, being independent companies, and BBVA will not be responsible for the Index in any case."

3. Third-Party Data Provider: BM&FBOVESPA S.A. – Bolsa de Valores, Mercadorias e Futuros (the “BM&FBOVESPA”)

If the service from Solactive includes data from BM&FBOVESPA, the following applies in regards to the Third-Party Index owned by Solactive Client:

In order for Solactive to calculate Indices that will be commercially used outside the company organization of the Solactive Client, Solactive Client acknowledges that it must have signed a Usage Rights License Agreement with BM&FBOVESPA. Solactive Client shall pay directly to BM&FBOVESPA the applicable fees.

Solactive Client acknowledges that BM&FBOVESPA is the lawful owner and holder of all Intellectual Property Rights related to the Quotations, including the Quotations, that will be used to develop, compile, calculate, publish and/or exploit Indices.



Solactive Client shall grant BM&FBOVESPA a right of first negotiation to license the use of Indices for the development of exchange-traded and exchange-listed futures and options that are based on, or seek to track or match the performance of such Index (“Exchange Products”).

The right of first negotiation shall only apply to Indices that are composed of greater than 50 percent (>50%) Quotations measured by weighting of the Quotations in the Indices (hereinafter an “Eligible Equity Index”). Eligible Equity Indices include all Equity Indices where Solactive Client owns the index, the methodology, and all Intellectual Property Rights therein.

Solactive Client shall notify BM&FBOVESPA of its intention to license an Eligible Equity Index. For a period of six (6) months from the date of notice from Solactive Client, BM&FBOVESPA may exercise the right to license such Eligible Equity Index, during which period Solactive Client shall not engage in negotiations with any other parties for the same purpose. BM&FBOVESPA may also notify Solactive Client of its intention not to license such Eligible Equity Index during such six (6) months period. If BM&FBOVESPA does not enter into a license agreement with Solactive Client during the term aforementioned, then Solactive Client will be free to license the Eligible Equity Index to a third party.

In the event that BM&FBOVESPA enters into a license agreement with Solactive Client to create and list Exchange Product(s) based upon Eligible Equity Index(es), such license will be exclusive and coterminous with this Agreement, provided, however, BM&FBOVESPA will have 6 (six) months from the date of such license agreement to list such Exchange Product(s). In the event that BM&FBOVESPA does not (i) list an Exchange Product based upon such Eligible Equity Index during such period or (ii) reach a minimum of average daily trading volume (ADTV) to be mutually agreed to by the parties on a case by case basis within a 5 (five) year period from the effective date of such license agreement, Solactive Client will have the option to license the relevant Eligible Equity Indices to another licensee. All other terms and conditions of the license agreement between BM&FBOVESPA and Solactive Client related to BM&FBOVESPA’s use of an Eligible Equity Index to create Exchange Products will be on terms and conditions to be negotiated between the Parties, including fees.

4. Third-Party Data Provider: Borsa Istanbul Anonim Şirketi (the “Borsa Istanbul”)

If the service from Solactive includes data from Borsa Istanbul, the following applies:

Borsa Istanbul does not sponsor, guarantee or bail the Index/Indices or its use, nor does it guarantee the sequence, accuracy and/or integrity of the Index/Indices or any data included therein, nor can it be held responsible for any loss or damage to Solactive Client or third parties arising from any faults, failures, delays, omissions, inaccuracy in data transmission or stopping of data dissemination due to any reasons, for any errors, omissions, delays and/or negligence in the calculation and/or dissemination of the Index/Indices, or for the application of the Index/Indices in financial products.

In the event an Index/Indices is composed entirely of data from Borsa Istanbul, Solactive Client is not permitted to issue futures, options and contracts for difference (CFDs) linked to such index/indices.

5. Third-Party Data Provider: Chicago Mercantile Exchange Inc. (the “CME”)

If the service from Solactive includes data from the CME, the following applies:

Solactive Client:



- (i) understands and acknowledges that the Solactive Index is calculated based, in whole or in part, on certain information provided by the CME;
- (ii) agrees that it shall not modify, adapt, reverse engineer, deconstruct, or decompose the Index, into a format that is, resembles or otherwise acts as substitute for, the information provided by the CME in the construction of the Solactive Index;
- (iii) acknowledges all intellectual property rights in the underlying information used to construct the Solactive Index, provided by the CME, shall reside with the CME;
- (iv) acknowledges that it has no rights to the CME information, including with respect to the intellectual property rights;
- (v) (as requested by Solactive), must maintain all records and provide all information required by Solactive to meet Solactive's record-keeping, reporting and payment obligations to the CME; and
- (vi) agrees that in addition to any other remedy, Solactive may immediately suspend or terminate distribution of a Solactive Index to Solactive Client, if Solactive is required by the CME to do so for any reason.

Solactive Client shall not use any Solactive Index that is calculated based, in whole or in part, on certain information provided by the CME for purposes of creating, distributing, settling, providing liquidity for or maintaining any: (i) contracts for difference, binary option, spread bet product or related product; (ii) futures contract; or (iii) options on futures contract.

The owner of a Third-Party Index/Indices or other instrument for which Solactive provides a service for requires and is responsible for obtaining the necessary license from the CME.

6. Third-Party Data Provider: CUSIP Global Services ("CGS"); American Bankers Association ("ABA")

If the service from Solactive includes data from the CGS and/or ABA, the following applies:

- (i) Solactive Client agrees and acknowledges that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, CUSIP Global Services ("CGS") and the American Bankers Association ("ABA"), and that no proprietary rights are being transferred to Solactive Client in such materials or in any of the information contained therein. Any use by Solactive Client outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Solactive Client agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, Solactive Client agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.
- (ii) Solactive Client agrees that Solactive Client shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Solactive Client further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, DB, INTERNET, ELECTRONIC, CD-ROM Services and/or any other future services developed by the CGS.
- (iii) NEITHER CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO SOLACTIVE CLIENT ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, 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 EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE EXCEED THE FEE PAID BY SOLACTIVE CLIENT FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

Solactive Client agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.

Solactive Client acknowledges that the CUSIP Database is proprietary to CGS and the ABA (“CGS Data”) and Solactive has an obligation toward CGS to disclose to it the identities of its customers that receive CGS Data. As such, Solactive Client authorizes Solactive to disclose to CGS the identity of Solactive Client as a customer of Solactive that receives CGS Data. Once Solactive discloses the identity of Solactive Client to CGS, CGS may require that Solactive Client obtains an appropriate license directly with CGS in order to receive CGS Data via Solactive.

7. Third-Party Data Provider: ICE Benchmark Administration Limited (the “ICE Benchmark”)

If the service from Solactive includes data from ICE Benchmark, the following applies:

The terms LBMA Gold Price and LBMA Silver Price is owned by Precious Metals Prices Limited.

8. Third-Party Data Provider: ICE Data, LLP (the “ICE Data”)

If the service from Solactive includes data from ICE Data, the following applies:

- The marketing materials and offering documents used in connection with the Index/Indices shall state that ICE Data and its Affiliates are the owners and sources of the ICE trademarks and data from ICE Data. This may be in the form substantially similar to the following:

“[Index Product] is based in whole, or in part, on the [designate full commercial name of particular ICE Data product, including pertinent ICE Marks] owned by ICE Data, LLP and its Affiliates, and is used by [Solactive Client] with permission under license by ICE Data, LLP.”

Pertinent ICE Marks shall include an appropriate trademark symbol (“®” or “™”). If Solactive Client is unsure of how to fulfil this requirement, Solactive Client may request assistance from Solactive.

- The following language (or substantially similar thereto) shall prominently appear in any prospectus, offering memorandum, contract or similar writing delivered to a third-party potential or current investor in connection with any Index/Indices:

“NEITHER THE INDICATION THAT SECURITIES OR OTHER FINANCIAL PRODUCTS OFFERED HEREIN ARE BASED ON DATA PROVIDED BY ICE DATA, LLP, NOR THE USE OF THE TRADEMARKS OF ICE DATA, LLP IN CONNECTION WITH SECURITIES OR OTHER FINANCIAL PRODUCTS DERIVED FROM SUCH DATA IN ANY WAY SUGGESTS OR IMPLIES A REPRESENTATION OR OPINION BY ICE DATA OR ANY OF ITS AFFILIATES AS TO THE ATTRACTIVENESS OF INVESTMENT IN ANY SECURITIES OR OTHER FINANCIAL PRODUCTS BASED UPON OR DERIVED FROM SUCH INDEX. ICE DATA IS NOT THE ISSUER OF ANY SUCH SECURITIES OR OTHER FINANCIAL PRODUCTS AND MAKES NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT



LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO SUCH DATA INCLUDED OR REFLECTED THEREIN, NOR AS TO RESULTS TO BE OBTAINED BY ANY PERSON OR ANY ENTITY FROM THE USE OF THE DATA INCLUDED OR REFLECTED THEREIN.”

- Solactive Client acknowledges that ICE Data shall have the right to review and approve prior to the release of all marketing materials.

“Affiliates” shall mean and include, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with the party, where “control” means the (i) ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares or interests of such entity or (ii) ability to direct the management or affairs of an entity, whether by contract or otherwise.

9. Third-Party Data Provider: Interactive Data (Europe) Limited (“IDC”)

If the service from Solactive includes data from IDC, the following applies:

Solactive Client acknowledges that Solactive calculates an Index/Indices for which it uses, among others, fixed income evaluations of securities owned by IDC or IDC’s third-party suppliers (such fixed income evaluations of securities hereinafter referred to as “Relevant Data”). The Relevant Data is distributed to Solactive Client via Solactive’s own delivery mechanism. In this context, Solactive Client agrees to be bound by the following provisions:

- (i) Solactive Client is solely permitted to use the Relevant Data internally in accordance with the terms set out in the Agreement between Solactive and Solactive Client for the purposes of index value validations - i.e. to recalculate the value of an index provided by Solactive. Solactive Client is permitted to use the Relevant Data within their system only for the purpose of performing index validation calculations as indicated above and checking the correct value. Any use by Solactive Client outside of the above is strictly prohibited. Solactive Client shall not:
 - a. communicate or disseminate the Relevant Data or any part thereof to any other party, by any means whatsoever including, without limitation, copying of any part of the Relevant Data electronically or otherwise, and/or distributing or disseminating any part of the Relevant Data via any network; or
 - b. use the Relevant Data in any way that may infringe any proprietary interest of a party in the Relevant Data; or
 - c. knowingly use, or knowingly permit anyone to use, the Relevant Data for any unlawful or unauthorised purpose.
- (ii) Notwithstanding (i) (a) above, where Solactive Client is communicating or disseminating the Relevant Data or any part thereof to a branch office or subsidiary (“Additional Locations”), these Additional Locations where the index value validations take place shall be communicated to Solactive. Solactive Client shall remain liable for use of the Relevant Data within such Additional Locations.
- (iii) Solactive Client may not use Relevant Data or any part thereof, to enhance or validate its own bond or other reference data product or service as a source for valuing a fund/portfolio, in fund accounting, net asset value and indicative net asset values (iNav) calculations and use in risk systems.
- (iv) Certain data used to compile Solactive Indices has been obtained from Interactive Data (Europe) Limited (“IDEL Data”): INTERACTIVE DATA (EUROPE) LIMITED (“INTERACTIVE DATA”) MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE ATTAINED BY END RECIPIENTS OR OTHERS FROM THE USE OF



THE INDEX SERVICES OR DATA OR THE IDC ATA AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

- (v) Solactive Client agrees and acknowledges that the IDEL Data shall remain valuable intellectual property owned by, or licensed to, INTERACTIVE DATA, and that no proprietary rights are being transferred to Solactive Client in such materials or in any of the information contained therein.
- (vi) The information and data contained in the IDEL Data are derived from sources deemed reliable, but INTERACTIVE DATA does not guarantee the correctness or completeness of any programs, data or other information furnished in connection with the IDEL Data. To the maximum extent permitted by law, INTERACTIVE DATA does not guarantee the correctness or completeness of any IDEL Data and shall not be responsible for or have any liability for any injuries or damages caused by delays or interruptions in Solactive services or data or the IDEL Data from whatever cause. NEITHER INTERACTIVE DATA NOR ANY OF ITS THIRD PARTY DATA SUPPLIERS GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE IDEL DATA OR ANY COMPONENT THEREOF. IDEL DATA AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN “AS IS” BASIS AND THE SOLACTIVE CLIENT’S USE OF THE INFORMATION AND DATA (INCLUDING THE RESULTANT OUTPUT) IS AT SOLACTIVE CLIENT’S OWN RISK. INTERACTIVE DATA, its affiliates and its third-party agents shall have no responsibility or liability, contingent or otherwise, for any injury or damages, whether caused by the negligence of such parties or any of their employees, subcontractors, agents, or equipment vendors, or otherwise arising in connection with the Solactive services or data or the IDEL Data and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages or any claim against Solactive by any other party.

10. Third-Party Data Provider: London Metal Exchange (the “LME”)

If the service from Solactive includes data from the LME, the following applies:

The LME shall have no liability for any loss or damage incurred as a result of any errors, inaccuracies or omissions in relation to the LBMA Platinum Price and/or LBMA Palladium Price, or for any delay in publishing the LBMA Platinum Price and/or LBMA Palladium Price, or for any other reason whatsoever in connection with the LBMA Platinum Price and/or LBMA Palladium Price. The LME is unable to provide any warranty relating to the accuracy of the LBMA Platinum Price and/or LBMA Palladium Price and no reliance should be placed on the LBMA Platinum Price and/or LBMA Palladium Price by any person. Unless otherwise stated, the copyright and any other rights in the contents relating to the LBMA Platinum Price and LBMA Palladium Price, including any images and text, shall remain the property of the LBMA.

11. Third-Party Data Provider: London Stock Exchange® (the “LSE”)

If the service from Solactive includes data from the LSE, the following applies:

The service provided by Solactive contain SEDOL Masterfile® data sourced from the London Stock Exchange®. It is the obligation of Solactive Client to ensure they have the appropriate license in place with the London Stock Exchange to receive this data. Solactive is required to provide Solactive Client’s contact information to the London Stock Exchange to allow verification of the license status. Solactive is required to exclude SEDOL Masterfile® data from the services provided until such time as the London Stock Exchange confirms that permission has been granted to do so. The London Stock Exchange may require Solactive to cease the provision of the SEDOL Masterfile® data if requested to do so by the London Stock Exchange where Solactive Client is in breach of its license with the London Stock Exchange.



SEDOL Masterfile® is a registered trademark of the London Stock Exchange plc.

12. Third-Party Data Provider: National Stock Exchange of India Ltd. (NSE Data & Analytics Ltd.) (the “NSE”)

If the service from Solactive includes data from the NSE, the following applies:

- Solactive Client shall not use the Index/Indices that in part (weightage of 25% or more composed of NSE securities) or in full is based on prices of securities/indices listed in the NSE for issuance of derivative instruments and/or structured products outside of India.
- Any Exchange Traded Derivatives (ETDs) issued by Solactive Client on Exchange Traded Funds (ETFs)/Exchange Traded Notes (ETNs)/similar products tracking Indices that in part (weightage of 25% or more on Indian securities) or in full are based on the prices of securities/indices listed in India are not permitted to be listed on any exchanges and/or trading platforms and/or trading venues outside of India. These restrictions are also applicable to any existing ETDs issued based on ETFs/ETNs/similar products tracking the Indices.
- Solactive Client may use the Index/Indices for launch of other products other than ETFs and ETNs only with the prior written consent of Solactive.

Solactive may further provide such consent only upon appropriate authorization by NSE and/or its group company(ies) (as applicable).

13. Third-Party Data Provider: S&P Opco LLC or an affiliate of S&P Opco LLC (“S&P”)

If the service from Solactive includes data or service from S&P (“S&P Services(s)”), the following applies:

- (i) neither Solactive, S&P, their affiliates nor any third-party licensor shall have any liability for the accuracy or completeness of the information or software furnished through Solactive’s services, or for delays, interruptions or omissions therein nor for any lost profits, indirect, special or consequential damages;
- (ii) either Solactive, S&P, their affiliates or third-party licensors have exclusive proprietary rights in any information and software received;
- (iii) Solactive Client shall not use or permit anyone to use the information or software provided through Solactive’s service for any unlawful or unauthorized purpose;
- (iv) Solactive Client is not authorized or permitted to distribute, furnish such information or software to any person or firm for reuse or retransmission or for commercial purposes without prior written approval of the source of such information or software;
- (v) access to the S&P Service(s) is subject to termination in the event that any agreement between Solactive and a provider of information or software distributed through the Solactive’s service is terminated in accordance with its terms; and
- (vi) if the Solactive Client is:



- an entity, such Solactive Client (a) may provide access to the S&P Service(s) to its employees only for their internal use for business purposes, and (b) can access any of the S&P Service(s) only via a password/user ID issued by Solactive;
- an individual, such Solactive Client (a) may use of the S&P Service(s) solely for his/her personal non-commercial use; and (b) can access any of the S&P Service(s) only via a password/user ID issued by Solactive (“End User”).

(vii) Solactive Client agrees that it shall not use nor permit use of the S&P Service(s) or any data included therein by any End User with the creation, distribution, structuring, development, managing, trading, marketing and/or promotion of any financial instrument, portfolio or other investment product that is based on, or seeks to match the performance of, all or any portion of the S&P Service(s) or such data, such as, without limitation, a security, portfolio or account whose capital and/or income value is calculated based on changes in value of an S&P index or the components thereof, without a separate written agreement with S&P for such purpose.

14. Third-Party Data Provider: Shanghai Stock Exchange (the “Shanghai Exchange”)

If the service from Solactive includes data from the Shanghai Exchange, the following applies:

- Solactive Client may only use the Index/Indices internally. Any external use, including without limitation, use of the Index/Indices as an underlying for products listed on an exchange, such as ETFs, is only permissible with the prior written consent of Solactive.
- Solactive Client may not use the Index/Indices as an underlying for financial derivative products that could be listed on an exchange, including without limitation, for futures and options.
- The owner of a Third-Party Index/Indices or other instrument for which Solactive provides a service for requires and is responsible for obtaining the necessary license from the Shanghai Exchange.

15. Third-Party Data Provider: Shenzhen Stock Exchange (the “Shenzhen Exchange”)

If the service from Solactive includes data from the Shenzhen Exchange, the following applies:

(a) Solactive Client is prohibited from:

- using the Index/Indices as an underlying for derivatives, including, without limitation, for futures and/or options; and
- listing any products linked to the Index/Indices on mainland Chinese exchanges without the prior written approval of Solactive; and

(b) Solactive Client shall supply Solactive with copies of its regulatory filings at the same time it files with its relevant regulatory authority or exchange.

The owner of a Third-Party Index/Indices or other instrument for which Solactive provides a service for requires and is responsible for obtaining the necessary license from the Shenzhen Exchange.

16. Third-Party Data Provider: Singapore Exchange Securities Trading Limited (the “SGX”)

If the service from Solactive includes data from SGX, the following applies:



The creation, construction, calculation or compilation of an Index where more than 70% of the underlying constituents of such Index are securities and/or derivatives which are listed or traded on Singapore Exchange Limited or its affiliates (including without limitation Singapore Exchange Securities Trading Limited and Singapore Exchange Derivatives Trading Limited) or associates is only permissible after prior written approval of Solactive.

17. Third-Party Data Provider: Taiwan Stock Exchange Corporation (the “TWSE”)

If the service from Solactive includes data from TWSE (“TWSE Data”), the following applies:

- in respect of a Solactive Index, Solactive Client agrees to:
 - obtain Solactive’s written approval prior to launching a financial product referencing a Solactive Index which includes TWSE Data (a **“Solactive Client Financial Product”**). The information provided by Solactive Client to Solactive in this respect will be shared with TWSE; and
 - notify Solactive within 10 Business Days of a Solactive Client Financial Product ceasing to trade (a **“Cessation”**), Failure to do so shall constitute a breach under the relevant Agreement(s).

“Cessation” means the cessation of trade on the stock exchange on which such security was traded, for any reason.

- in respect of a Third-Party Index, Solactive Client acknowledges that:
 - it requires and is responsible for obtaining the necessary license from TWSE.
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18. Third-Party Data Provider: Tel Aviv Stock Exchange Ltd. (the “TASE”)

If the service from Solactive includes data from TASE, the following applies:

Solactive Client acknowledges that the Index/Indices includes data from TASE (the “TASE Data”) which is the property of The Tel Aviv Stock Exchange Ltd. The Tel Aviv Stock Exchange Ltd. does not assume any responsibility for errors or omissions contained in such TASE Data. Therefore, the Tel Aviv Stock Exchange Ltd. will not be liable for damages, whether special, indirect, incidental, future or of any other kind, including, but not limited to, loss of income or profits that may result from the use of the TASE Data. The licence granted by the Tel Aviv Stock Exchange Ltd. to use the TASE Data does not constitute a recommendation to make any use of such Index/Indices, a recommendation to make products based on such Index/Indices or a recommendation to purchase products based on such Index/Indices.”

19. Third-Party Data Provider: World Markets Company PLC (the “WM Company”)

To the extent that Solactive hereunder provides any (a) foreign exchange rates calculated and distributed by the WM Company (the “Rates”) or (b) data resulting from manipulation of, or calculation based upon the Rates (including any averaging calculations) or the combination of the Rates with other data (“Derived Data”), Solactive Client acknowledges that the Rates or parts thereof are exclusively being provided for internal use as part of and in connection with the licenses granted hereunder and for no other independent purpose; in particular, Solactive Client is not permitted to distribute, redistribute or license the Rates or parts thereof.