

TERMS AND CONDITIONS BM&FBOVESPA

Notice to Solactive's Customers

Customer hereby declares that it understands and agrees to the following terms and conditions:

(i) Equity Indices and all intellectual property rights related to its development, compiling and calculating are owned by SOLACTIVE AG, although such Equity Indices include in its composition, quotation originated in trading systems administrated by BM&FBOVESPA using technology, methods, and labor provided solely by BM&FBOVESPA at its expense. BM&FBOVESPA is the owner of all rights, including intellectual property rights, pertaining to the quotation that compose the Equity Indices, and any changes or enhancements made thereto, according to the Usage Right License Agreement dated as of [date] ("Agreement"). SOLACTIVE AG's customers undertake to respect such rights and to refrain from removing or altering any copyright symbols, warnings or notices, and/or service marks or trademarks contained or mentioned in the Equity Indices;

(ii) This limited license does not give customer any ownership, title, intellectual property, participation or any other interest in the Equity Indices or in the market data such Equity Indices are composed of, which remains the sole property of BM&FBOVESPA and may be used by customers only for internal purposes, as specified below;

(ii.a) SOLACTIVE AG is authorized to use Quotations solely for the purposes defined in item 1.1 of the Agreement and may not use it in any way that infringes upon BM&FBOVESPA's rights or the applicable law or violates the terms of the Agreement and of this agreement. BM&FBOVESPA shall have the right to change the terms of use for Quotations from time to time in its own discretion;

(iii) All BM&FBOVESPA's rights of ownership in and to the quotations shall be protected, during the term of this Agreement and afterwards, with the same care as SOLACTIVE AG and its customers take to protect their own property. SOLACTIVE AG and customer undertake to comply with all BM&FBOVESPA terms of use for the quotations and for the Equity Indices licensed herein, as amended from time to time;

(iv) Customer agrees to be bound by all applicable terms and conditions contained in the Agreement as amended from time to time by BM&FBOVESPA and SOLACTIVE AG;

(v) BM&FBOVESPA may take any action to enforce its rights and remedies without having to elect among them and without prejudice to its right to recover damages for losses incurred by BM&FBOVESPA or third parties as a result of infringement or breach to its rights;

(vi) Customer is prohibited from distributing, redistributing, transferring, transmitting, disclosing, reselling, licensing, sublicensing, recirculating, reformatting, publishing, providing third parties with independent market data feeds or services involving the evaluation or supply of databases and products through the use of, or passing on the Equity Indices and quotations, wholly or partially, in any way without the prior written consent of BM&FBOVESPA;

(vii) Customer understands and agrees that BM&FBOVESPA or any representative appointed by BM&FBOVESPA may, upon request, inspect customer's books, records and systems relating to the reception of Equity Indices and the agreements signed with SOLACTIVE AG in order to verify the veracity and accuracy of the information contained therein, and to make sure Customer is in compliance with its agreement with SOLACTIVE AG and with the Agreement;



(viii) Customer shall indemnify and hold harmless BM&FBOVESPA and SOLACTIVE AG any damages or claims for damages caused to BM&FBOVESPA, SOLACTIVE AG or third parties by unauthorized use of the Equity Indices, including reasonable attorneys' fees, expert fees, and costs of litigation;

(ix) BM&FBOVESPA does not warrant or guarantee the sequence, timeliness, accuracy or completeness of the market data and shall not be liable to SOLACTIVE AG, its customers or third parties for any delays, inaccuracies, errors or omissions in the market data supplied, as described in the Agreement, or for any damages deriving therefrom or caused thereby. BM&FBOVESPA further assumes no responsibility and disclaims all liability for any damages caused by disruptions of the transmission of the market data, including without limitation, disruptions due to an act of God or force majeure;

(x) Customer may not use any trademarks, service marks, symbols, distinctive signs or elements identifying BM&FBOVESPA, its products or services, or engage in any advertising, publicity or marketing activities that associate its activities with those of BM&FBOVESPA, without the latter's prior written consent, and any such authorized use shall be in strict compliance with the terms and conditions imposed by BM&FBOVESPA on such use.

Disclaimer

The information in this document does not constitute tax, legal or investment advice and is not intended as a recommendation for buying or selling securities. Solactive AG and all other companies mentioned in this document will not be responsible for the consequences of reliance upon any opinion or statement contained herein or for any omission.

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