

Exhibit 5F – Form of Agreement and Consent by and between Eurex Global Derivatives AG and Eurex Zürich AG

Text of the Proposed Rule Change
All text to be deleted

AGREEMENT AND CONSENT

This agreement and consent (this “Agreement”) is entered into as of [●], 2012, by and between Eurex Global Derivatives AG (“EGD”) and Eurex Zürich AG (“Eurex Zürich”).

WHEREAS, on June 7, 2011, Deutsche Börse AG and SIX Group AG (formerly SWX Group AG) and SIX Swiss Exchange AG (formerly SWX Swiss Exchange AG) entered into a Share Purchase Agreement, under which SIX Group AG and SIX Swiss Exchange AG agreed to transfer its 50% ownership interest in Eurex Zürich to EGD, which will be a wholly-owned subsidiary of Deutsche Börse AG, and as such International Securities Exchange Holdings, Inc. (“ISE Holdings”) will become an indirect subsidiary of EGD (the “Transaction”);

WHEREAS, in connection with the Transaction, International Securities Exchange, LLC (“ISE, LLC”), EDGA Exchange, Inc. and EDGX Exchange, Inc. (each a “DE Exchange” and together the “DE Exchanges”) have filed proposed rule changes (the “Proposed Rule Changes”) with the SEC pursuant to Section 19(b)(1) of the U.S. Securities Exchange Act of 1934, as amended, and Rule 19b-4 thereunder; and

WHEREAS, EGD and Eurex Zürich have proposed to enter into this Agreement to address certain matters set forth in the Proposed Rule Changes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereby acknowledge and agree as follows:

Section 1. Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the resolution adopted by the board of directors of EGD in connection with the Transaction (the “Resolution,” see Exhibit 1).

Section 2. EGD hereby agrees and undertakes as follows:

- (a) EGD shall, in connection with its involvement in the activities of ISE, LLC or the DE Exchanges, comply with the U.S. federal securities laws and the rules and regulations thereunder and shall cooperate with (a) ISE, LLC and each DE Exchange pursuant to, and to the extent of, ISE, LLC and each DE Exchange’s regulatory authority and (b) the SEC. Where necessitated by Swiss law, EGD shall provide information related to the activities of ISE, LLC or the DE Exchanges, including books and records of EGD related to the activities of ISE, LLC or the DE Exchanges, to the SEC promptly, through Eurex Zürich, which will, in turn, provide such information to the Swiss Financial Market Supervisory Authority FINMA (“FINMA”), which will provide such information to the SEC. Oral exchanges between EGD and the SEC related to the activities of ISE, LLC or the DE Exchanges shall always include the participation of Eurex Zürich and the FINMA, through its oversight of Eurex Zürich as a regulated legal entity, where necessitated by Swiss law. These procedures collectively shall be referred to as the “FINMA procedure.”

- (b) EGD shall, to the extent that it is involved in the activities of ISE, LLC or the DE Exchanges, be deemed to irrevocably submit to the jurisdiction of the United States federal courts and the SEC for the purposes of any suit, action or proceeding pursuant to the United States federal securities laws, and the rules or regulations thereunder, commenced or initiated by the SEC arising out of, or relating to, the activities of ISE, LLC or the DE Exchanges (and shall be deemed to agree that (i) ISE Holdings may serve as the U.S. agent for purposes of service of process in such suit, action or proceeding with respect to ISE, LLC; and (ii) DE Holdings may serve as the U.S. agent for purposes of service of process in such suit, action or proceeding with respect to the DE Exchanges), and shall be deemed to waive, and agree not to assert by way of motion, as a defense or otherwise in any such suit, action or proceeding, any claims that it is not personally subject to the jurisdiction of the SEC, that such suit, action or proceeding is an inconvenient forum or that the venue of such suit, action or proceeding is improper, or that the subject matter thereof may not be enforced in or by such courts or agency.
- (c) For so long as EGD shall directly or indirectly control ISE, LLC or the DE Exchanges: (a) the books, records, officers, directors (or equivalent) and employees of EGD shall be deemed to be the books, records, officers, directors and employees of ISE, LLC or such DE Exchange for purposes of and subject to oversight pursuant to the Exchange Act to the extent that such books and records are related to, or such officers, directors (or equivalent) and employees are involved in, the activities of ISE, LLC or the DE Exchanges; and (b) EGD's books and records related to the activities of ISE, LLC or the DE Exchanges shall at all times be made available for inspection and copying by the SEC, ISE, LLC or the DE Exchanges subject, where necessitated by Swiss law, to the FINMA procedure.
- (d) EGD shall take reasonable steps necessary to cause ISE Holdings to be in compliance with the ISE Holdings Ownership Limits and the Voting Limits and to cause DE Holdings to be in compliance with the DE Holdings Ownership Limits and the Voting Limits. For so long as EGD shall directly or indirectly control ISE, LLC or the DE Exchanges, if any Person, at any time, either alone or together with its related persons, owns (whether by acquisition or by a change in the number of shares outstanding), of record or beneficially, all as would be determined under Section 20 of the Swiss Federal Act on Stock Exchanges and Securities Trading and Section 9 of the FINMA's Ordinance on Stock Exchanges and Securities Trading, each as may be amended from time to time, whether directly or indirectly, 20%, 33 ⅓%, 45%, 50%, or 66 ⅔% or more of the then-outstanding shares of stock in EGD entitled to vote on any matter, EGD shall, as soon as practicable, give written notice of such ownership to the board of directors of ISE, LLC and the DE Exchanges and to ISE Trust, a statutory trust formed under the laws of the State of Delaware of the United States of America, as provided in that certain Second Amended and Restated Trust Agreement, dated as of [], 2012, among U.S. Exchange Holdings, Inc., ISE Holdings, Inc., Wilmington Trust Company, as Delaware Trustee, Sharon Brown-Hruska, as Trustee, Robert Schwartz, as Trustee and Heinz Zimmermann, as Trustee, which

notice shall state: (a) such Person's full legal name; (b) such Person's title or status and the date on which such title or status was acquired; (c) such Person's approximate ownership interest in EGD; and (d) whether such Person has the power, directly or indirectly, to direct the management or policies of EGD, whether through ownership of securities, by contract or otherwise. As used in these resolutions, the term "Person" shall mean an individual, partnership (general or limited), joint stock company, corporation, limited liability company, trust or unincorporated organization, or any governmental entity or agency or political subdivision thereof.

- (e) EGD shall, to the extent it is involved in the activities of ISE, LLC or the DE Exchanges, give due regard to the preservation of the independence of the self-regulatory function of ISE, LLC and the DE Exchanges and to their respective obligations to investors and the general public, and shall not take any actions that would interfere with the effectuation of any decisions by the board of directors of ISE, LLC or the DE Exchanges relating to their respective regulatory responsibilities (including enforcement and disciplinary matters) or that would interfere with the ability of ISE, LLC or the DE Exchanges to carry out their respective responsibilities under the Exchange Act.
- (f) To the fullest extent permitted by applicable law, all confidential information that shall come into the possession of EGD pertaining to the self-regulatory function of ISE, LLC or the DE Exchanges (including but not limited to confidential information regarding disciplinary matters, trading data, trading practices and audit information) contained in the books and records of ISE, LLC or the DE Exchanges shall: (a) not be made available to any Persons other than to those officers, directors (or equivalent), employees and agents of EGD that have a reasonable need to know the contents thereof; (b) be retained in confidence by EGD and the officers, directors (or equivalent), employees, and agents of EGD; and (c) not be used for any commercial purposes, provided, however, that nothing in these resolutions shall be interpreted so as to limit or impede: (i) the rights of the SEC, ISE, LLC or the DE Exchanges to have access to and examine such confidential information pursuant to the U.S. federal securities laws and the rules and regulations thereunder; or (ii) the ability of any officers, directors, employees, or agents of EGD to disclose such confidential information to the SEC, ISE, LLC or the DE Exchanges subject, where necessitated by Swiss law, to the FINMA procedure.
- (g) EGD undertakes to provide to Eurex Zürich, upon request from Eurex Zürich and if available to EGD, information related to the activities of ISE, LLC or the DE Exchanges, including books and records of EGD related to the activities of ISE, LLC or the DE Exchanges.
- (h) EGD shall take reasonable steps necessary to cause its officers, directors and employees to agree and consent in writing to the applicability to him or her of the requirements in the Resolution with respect to their activities related to ISE, LLC or the DE Exchanges, as applicable.

- (i) EGD shall take reasonable steps necessary to cause its agents that are involved in the activities of ISE, LLC or the DE Exchanges to cooperate: (a) with the SEC; and (b), where applicable, ISE, LLC and such DE Exchange pursuant to their respective regulatory authority subject, where necessitated by Swiss law, to the FINMA procedure.

Section 3. This Agreement may only be amended in writing with the mutual consent of each of the parties hereto.

Section 4. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by any of the parties hereto without the prior written consent of the other party hereto. If any provision of this Agreement is held to be invalid or unenforceable, then so far as it is invalid or unenforceable it has no effect and is deemed not to be included in this Agreement. This shall not invalidate any of the remaining provisions of this Agreement.

Section 5. This Agreement is not intended to, and does not confer upon any person or entity, other than the parties who are signatories hereto, any rights or remedies hereunder.

Section 6. This Agreement shall be governed by and construed in accordance with the laws of Switzerland.

Section 7. Notwithstanding any provision of the foregoing, before: (a) any amendment to or repeal of any provision of this or any of the foregoing; or (b) any action by EGD that would have the effect of amending or repealing any provision of this or any of the foregoing shall be effective, the same shall be submitted to the board of directors of ISE, LLC and the DE Exchanges, as applicable, and if the same must be filed with, or filed with and approved by, the SEC before the same may be effective, under Section 19 of the Exchange Act and the rules promulgated thereunder, then the same shall not be effective until filed with, or filed with and approved by, the SEC, as the case may be.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement and Consent has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

Eurex Global Derivatives AG

By:

Acknowledged and accepted:

Eurex Zürich AG

By: _____

Exhibit 1: the Resolution