

**FORM OF AGREEMENT AND CONSENT  
BETWEEN EUREX GLOBAL DERIVATIVES AG AND EUREX ZÜRICH**

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 April 30, 2012, Deutsche Börse AG and SIX Group AG (formerly SWX Group AG) and SIX Swiss Exchange AG (formerly SWX Swiss Exchange AG) consummated a transaction in which SIX Group AG and SIX Swiss Exchange AG transferred its 50% ownership interest in Eurex Zürich to EGD, which then became a wholly-owned subsidiary of Deutsche Börse AG, and as such International Securities Exchange Holdings, Inc. (“ISE Holdings”) became an indirect subsidiary of EGD;

WHEREAS, ISE Holdings is the sole member of Topaz Exchange, LLC (“Topaz”) which currently intends to file an application with the U.S. Securities and Exchange Commission (the “SEC”) seeking registration as a national securities exchange (the “Application”);

WHEREAS, the Application is subject to approval by the SEC; and

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

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 Application (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 Topaz, comply with the U.S. federal securities laws and the rules and regulations thereunder and shall cooperate with (a) Topaz pursuant to, and to the extent of, Topaz’s regulatory authority and (b) the SEC. Where necessitated by Swiss law, EGD shall provide information related to the activities of Topaz, including books and records of EGD related to the activities of Topaz, 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 Topaz 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 Topaz, 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 Topaz (and shall be deemed to agree that ISE

Holdings may serve as the U.S. agent for purposes of service of process in such suit, action or proceeding with respect to Topaz), 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 Topaz: (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 Topaz 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 Topaz; and (b) EGD's books and records related to the activities of Topaz shall at all times be made available for inspection and copying by the SEC and Topaz 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. For so long as EGD shall directly or indirectly control Topaz, 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 %, 45%, 50%, or 66 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 Topaz 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 Topaz, give due regard to the preservation of the independence of the self-regulatory function of Topaz and to its 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 Topaz relating to its regulatory responsibilities (including enforcement and disciplinary matters) or that would interfere with the ability of Topaz to carry out its 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 Topaz (including but not limited to confidential information regarding disciplinary matters, trading data, trading practices and audit information) contained in the books and records of Topaz 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 or Topaz 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 or Topaz 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 Topaz, including books and records of EGD related to the activities of Topaz.
- (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 Topaz.
- (i) EGD shall take reasonable steps necessary to cause its agents that are involved in the activities of Topaz to cooperate: (a) with the SEC; and (b), where applicable, Topaz pursuant to its 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 Topaz, 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