

MSCI Inc.
88 Pine Street – 3rd Floor
New York, New York 10005
Attention: Finance
Fax: 212-507-3697

Ladies and Gentlemen:

We hereby grant to MSCI Inc. and its affiliates (collectively, “MSCI”) a non-exclusive, non-transferable, royalty-free, perpetual, worldwide license to receive, store, copy, reformat, use, display, and redistribute the information provided by us (“Data”) relating to the fund(s) identified below (the “Fund(s)”), including, without limitation, incorporating the Data into indices, databases, risk models or other products or services made available by MSCI (hereinafter “Hedge Fund Products”), including without limitation in indices that serve as the basis or a reference for investment products. We shall deliver the Data to MSCI in accordance with the specifications you make available to us, and we shall maintain adequate internal procedure and controls, including by limiting the use of passwords only to authorized persons, to insure that only authorized persons transmit the Data to MSCI. The Data provided to MSCI hereunder shall be, when provided, to the best of our knowledge, current, truthful and accurate, and, to the extent we discover otherwise, we shall immediately provide such information as is necessary to make the Data current, truthful and accurate. MSCI may make the Hedge Fund Products and the Data accessible to third parties, though we agree that MSCI is under no obligation to include the Fund(s) in any Hedge Fund Product and may cease to do so at any time. You have agreed that notwithstanding the perpetual license that we have granted to you to receive, store, copy, use, display and redistribute the Data that we provide to you, we may cease to provide Data to you at anytime, provided that we have given you prior written notice of our intention to do so, such notice to be effective only on the first day of a calendar quarter.

We understand that MSCI shall limit access to the Data that specifically identifies the Fund(s) and/or us as the provider, source or subject matter of Data specifically attributable to us to persons who have been determined by MSCI, based on information supplied by such parties to MSCI, to be “accredited investors,” as such term is defined in Rule 501 of the Securities Act of 1933 (such accredited investors are hereafter referred to as “Subscribers”).

We have all right, title and licenses required to execute this Agreement and perform our obligation hereunder, and have duly authorized, executed and delivered this Agreement, which is a legal, valid, binding and enforceable obligation of ours. We will keep all information including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, concerning MSCI, or any of its affiliates, provided by or on behalf of MSCI strictly confidential and we shall not use it, directly or indirectly, for our own business purposes or for any other purpose. This Agreement shall be construed and controlled by laws of the state of New York, applicable to agreements made and wholly performed therein, and jurisdiction over and venue of any suit arising out of or relating to this agreement shall be exclusively in the state of federal courts of New York in the City of New York in the Borough of Manhattan. MSCI Inc., a Delaware corporation, is registered to do business in New York under the name NY MSCI Inc. The parties hereby waive trial by jury in any judicial proceeding to which they are both parties involving, directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this agreement of the relationship established hereunder.

For itself

Name of Hedge Fund Company

Signature

[Name of Hedge Fund Signatory] please print

And on behalf of the following Fund(s):

1. _____

Title

2. _____

Email address

3. _____

Telephone

4. _____

Fax

Date

Mailing Address:

Designated data contact:

Name

Email address

Telephone

Fax

Accepted and Agreed

MSCI Inc.

By: _____

Dated: _____