

# NZdata End User Subscription Agreement



Name of Company/Organisation			
NZFMA Member Organisation? Yes <input type="checkbox"/> No <input type="checkbox"/>		Is the organisation engaged in wholesale, commercial, investment or retail banking activities? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Contact Person:		Designation:	
Postal Address:			
City:		Postcode:	Country:
Telephone:		Fax:	Email:
Address for Supply:		Licence Type Required: Single Site <input type="checkbox"/> Global <input type="checkbox"/> (Single Site = access required in one country only / Global = multiple countries)	
Please indicate-			
	<i>Reuters User</i>	<i>If yes, list Reuters Site Code(s) if known:</i>	
	<i>Bloomberg User</i>	<i>If yes, list Bloomberg Customer No.</i>	
	<i>FactSet User</i>	<i>If yes, advise customer number:</i>	
	<i>Interactive Data</i>	<i>If yes, advise customer number:</i>	
	<i>Neither</i>	<i>Please contact the NZFMA office to discuss alternative methods of data delivery</i>	

On behalf of ..... (Name of Organisation) I subscribe to NZdata to receive all NZdata fee liable reference rates and pricing pages as calculated and published by NZFMA (refer [http://www.nzfma.org/Site/data/fee\\_liable.aspx](http://www.nzfma.org/Site/data/fee_liable.aspx)), and further confirm that I have read and accept the Terms and Conditions that appear below.

Name..... Signature..... Date.....

## NZdata Terms and Conditions

### 1. The Service

The New Zealand Financial Markets Association Inc ("NZFMA") through the NZdata Service provides on-line validated information on the New Zealand Financial Markets. The information is usually provided through two Information Vendors – Refinitiv and Bloomberg – or by other vendor or alternative electronic means, as requested. The Service includes reference rates and market information.

### 2. Limitation of Liability

Whilst all care is taken, and notwithstanding the independent validation of the information, the NZFMA and NZdata Service are not responsible for the accuracy or timeliness of the information and will not be liable for any damages sustained by a subscribing organisation ("**Subscriber**"), or any other person, arising from the use of, or reliance on, NZdata Information.

### 3. Access

Subscription to the Service enables Subscriber and any 100% wholly-owned and named subsidiaries of the Subscriber to receive and use the NZdata Service through an authorised Information Vendor or other electronic means, for the limited purposes, and under the terms and conditions of this agreement. This subscription gives the Subscriber site access (as per the site/address details supplied for the Subscriber) and the Subscriber and its subsidiaries listed herein are permitted to use and retrieve the NZdata Information for internal purposes only, and for the sole use by the named Subscriber and its subsidiaries. The subscription does not permit a Subscriber to redistribute, recirculate or republish information provided by NZdata outside the named Subscriber and/or its subsidiaries listed below without prior written authorisation from NZFMA.

Subscriber subsidiaries: [Name and full physical address details]

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### 4. Subscription Charges

The current annual subscription charges (excluding GST if applicable) for the NZdata Service appear below and are based on the following criteria and licence types –

Users	Licence Type	NZFMA Member	Non-Member
BANK	Site (unlimited access to the named organisation within one country* only)	NZ\$5,566.00	NZ\$7,793.00
	Global (unlimited access to the named organisation at multiple locations globally)	NZ\$11,133.00	NZ\$15,587.00
NON-BANK	Site (unlimited access to the named organisation within one country* only)	NZ\$1,944.00	NZ\$2,915.00
	Global (unlimited access to the named organisation at multiple locations globally)	NZ\$3,886.00	NZ\$5,830.00

\* Australia and New Zealand are treated as *one country* for licensing purposes

New Zealand Financial Markets Association

Level 12, ANZ Centre, 171 Featherston Street, P O Box 641, Wellington, New Zealand | T: +64 4 499 9169 | E: [info@nzfma.org](mailto:info@nzfma.org) | W: [www.nzfma.org](http://www.nzfma.org)

The above charges do not include GST (if applicable). Subscription fees are payable annually in advance, and NZFMA will invoice the organisation directly. From the commencement date of this agreement, NO PAYMENT WILL BE DUE TO YOUR CURRENT INFORMATION VENDOR IN RESPECT OF THE NZdata SERVICE. Subscription fees are subject to annual review. If so instructed by the Subscriber in writing, NZFMA will address invoices under this agreement to the Subscriber group member to whom the NZdata Service is supplied, in which event the Subscriber shall ensure that such Subscriber group member shall pay such invoices.

#### 5. Commencement, Term and Termination

This agreement will commence on ..... (insert date). NZdata Service will arrange access to the NZdata Service via the relevant Information Vendor(s) following receipt of a signed copy of this agreement. The annual subscription period is from 1 April to 31 March. A pro-rata subscription charge will apply for agreement signed part way through the subscription year. **This agreement will renew on 1 April each year.** This agreement may be terminated by the Subscriber if continuing with this agreement would cause the Subscriber to breach its regulatory obligations. If such circumstances arise, termination may be effected immediately, or within such period of time as the requirements of the regulator permit by giving notice to NZFMA to that effect. The Subscriber may terminate this agreement for any reason by providing thirty (30) day's written notice to NZFMA. No refund of the annual subscription charge will be payable on termination.

#### 6. Restriction on Termination by NZFMA

This agreement may not be terminated by NZFMA on the grounds that the Subscriber or a member of the Subscriber group becomes insolvent, or is subject to any form of administration, receivership, liquidation or other form of insolvency event or proceedings or action for the enforcement of a debt. However, this agreement may be terminated immediately by NZFMA if:-

- (a) there are any Overdue Fees and NZFMA sends a written notice to the Subscriber notifying it of such Overdue Fees, and requesting payment of such Overdue Fees within 30 days of receipt of such notice by the Subscriber;
- (b) the relevant Overdue Fees remain unpaid after expiration of the 30-day period referred to in clause 6(a);
- (c) following expiry of the notice referred to in clause 6(a), NZFMA sends a second written notice to the Subscriber, notifying the Subscriber that the relevant Overdue Fees remain outstanding and that NZFMA intends to terminate this agreement in accordance with this clause 6 if the relevant Overdue Fees are not paid within a further 30 days of receipt of such second written notice by the Subscriber; and
- (d) the relevant Overdue Fees remain unpaid after expiration of the second 30-day period referred to in clause 6(c).

For the purposes of this clause 6, "Overdue Fees" means the annual subscription charges payable in accordance with clause 4 that remain unpaid 4 months after the due date for payment.

#### 7. Changes in the Service

The NZFMA and NZdata Service reserve the right to change the format and/or content of NZdata from time to time without advance notice, although reasonable notice will be provided where possible. NZFMA warrants and undertakes that it will without delay notify the Subscriber of any development that may have a material impact on its ability to provide the Services or the Subscriber's ability to receive or use the Services effectively in compliance with all applicable laws or its obligations and responsibilities under this agreement.

#### 8. Mandatory Changes

NZFMA will not unreasonably withhold or delay its consent to any change to this agreement requested by the Subscriber which is a Mandatory Change. For the purposes of this clause 8, a "Mandatory Change" shall mean any change requested by the Subscriber which:

- (a) is required for the purposes of meeting the requirements (from time to time) of a regulator, or otherwise required to ensure that the Subscriber can continue with this agreement without breaching its regulatory obligations;
- (b) is required to comply with any law or regulation; or
- (c) has the effect of ceasing the provision of the NZdata Services to one or more members of the Subscriber group, and/or to one or more individual businesses, divisions, departments or other organisational groupings (or part thereof) within one or more such members.

#### 9. Intellectual Property Rights and Third-Party Information

All information and material contained in the NZdata pages is, and remains, the property of the NZFMA, and is subject to copyright law. NZFMA represents that, in the case that NZFMA obtains data from a third party, including any third-party websites, any provision of such information by NZFMA is permitted by such third-party agreements.

#### 10. Governing Law and Jurisdiction

The laws of New Zealand govern this agreement.

Signed on behalf of the New Zealand Financial Markets Association:



Sarah Vrede  
Chief Executive Officer