



NZX HYDRO SUBSCRIPTION FORM

Name of Organisation

Organisation Address Details

Contact Name

Address

City

Country

Postcode

Phone

Email

Billing Address

(if different from above)

Address

City

Country

Postcode

Phone

Email

Payment Details

Order Number

By signing this subscription order form you confirm and acknowledge that you have understood and agree to be bound by the Terms and Conditions of Subscription for Business Use attached.

Signature of applicant:

Date signed:

Signature of witness:

Date signed:

Witness name:

Witness address:

PLEASE SEND THIS COMPLETED FORM TO NZX:

NZX Energy – NZX Limited
PO Box 2959, Wellington
Email energy.data@nzx.com



PRODUCT PRICE LIST, TERM AND USER SCHEDULE

Prices excluding GST effective 01 May 2022

Hydrological Reports		
Format: PDF	Delivery: Email	Tick ✓
Daily Hydrological Summary	\$650 per month	

Hydrological Database Access		
Format: PDF + Excel	Delivery: Email + Online platform	Tick ✓
NZX Energy Hydrological Database Access (includes Daily Hydrological Summary and Data File)	\$3,500 per month	

Hydrological SFTP Access (Extra option as part of Hydrological Database Access)		
Format: CSV	Delivery: SFTP	Tick ✓
SFTP Access for CSV formatted data files (includes Daily data files: Inflows per six hours, Storage Levels per twelve hours and Lake Levels)	\$500 one off setup fee	

Custom Hydrological Data Request		
Delivery: Email		Tick ✓
Custom Data Request (as quoted)*	\$200 per hour, min \$500	
Enter details of data required:		

*A quote will be provided based on the details of the data required

For enquiries regarding products & subscriptions, please contact energy.data@nzx.com or 0800 426 648.

Term of Subscription	
Commencement Date:	___ - ___ - 20 ___ (Day-Month-Year) If no Commencement Date is specified, the Agreement will be deemed to come into effect on the date that NZX receives an executed Agreement.
End Date (Minimum Committed Term of three months):	___ - ___ - 20 ___ (Day-Month-Year) If no End Date is specified, the Agreement will remain in force until terminated in accordance with clause 13 of Conditions of Subscription for Business Use attached.

Please note, there is a minimum Committed Term of **3 months**. Please see section 3 of the Terms of Use attached.

Authorised Users	
User 1	
Name:	
Email:	
User 2	
Name:	
Email:	
User 3	
Name:	
Email:	
User 4	
Name:	
Email:	



Terms of Use

1. Acknowledgement and acceptance of general terms

Your access to and use of energy.nzx.com (“**NZX Hydro Site**”) or use of software or use of content on the NZX Hydro Site is confirmation that you have understood these general terms and conditions of access and use (“**Terms**”) and the [Privacy Policy](#), and constitutes your agreement to be bound by them. Please read these Terms carefully.

This Terms of Use covers off the use of any publicly available information on the NZX Hydro Site. Users of the NZX Hydro Site who sign up for a “Subscription for Business Use” (“**Subscription Agreement**”) and who use the Hydro Login functionality will also be subject to the terms of the Subscription Agreement. In the event of an inconsistency between the Terms, and the terms of the Subscription Agreement, the terms of the Subscription Agreement will prevail. NZX Limited (“**NZX**”) reserves the right to amend the Terms at any time and you are deemed to be aware of and bound by the amendments to the Terms upon publication on the NZX Hydro Site. Accordingly, we recommend that you review the Terms periodically, as by continuing to use the NZX Hydro Site you are agreeing to be bound by the Terms as amended.

In these Terms and the Privacy Policy, references to “NZX” are to NZX Limited and its subsidiaries, and their respective directors, officers, agents, employees or contractors.

In these Terms "we, "us" and "our" are references to NZX.

2. Ownership of content on the NZX Hydro Site

The material displayed on the NZX Hydro Site, including without limitation, all real time or other information, text, materials, graphics, software, tools, results derived from the use of software and tools, advertisements, names, logos and trade marks on the NZX Hydro Site (“**Content**”) are protected by intellectual property laws, unless expressly indicated otherwise. All rights, title and interest in and to the Content and all software code underlying or forming part of the NZX Hydro Site are owned, licensed or controlled by NZX or the party credited.

3. Access to and Use of Content on the NZX Hydro Site

You agree to use the NZX Hydro Site in a manner that complies with all applicable laws and regulations, and that does not infringe our right, or the right of anyone else, and that does not restrict or inhibit anyone else's use of the NZX Hydro Site.

In particular you agree not to:

- a. damage or harm the NZX Hydro Site, or any underlying or connected network or system;
- b. use a harvesting bot, robot, spider, scraper, or other unauthorised automated means to access the NZX Hydro Site or content featured on it for any purpose;
- c. introduce any viruses, content or code to the NZX Hydro Site which are technologically harmful;
- d. use the NZX Hydro Site to do anything unlawful, misleading, malicious, or discriminatory;
- e. do anything that could disable, overburden, or impair the proper working of the NZX Hydro Site, such as a denial of service attack; or



- f. facilitate or encourage any violations of these Terms.

You may browse the NZX Hydro Site for your own personal, internal business, information, research, study and educational purposes only. NZX grants to you a limited non-exclusive license to view, copy and print the Content for such purposes only. All copies that you make must retain all copyright and other notices that are on the version on the NZX Hydro Site. Except as provided in the previous sentence or as otherwise permitted in writing by NZX, you may not copy, store (either in hard copy or in an electronic retrieval system), use, modify, transmit, revise, reverse engineer, publish, perform, broadcast, reproduce, post, display, create a derivative work from, distribute, sell, license, rent, lease or otherwise transfer any of the Content to a third party including, without limitation, to others in your company or organisation for commercial use. All requests for such permission regarding the Content must be in writing and should be sent to: NZX Limited, PO Box 2959, Wellington, New Zealand, or emailed to energy.data@nzx.com.

Under no circumstances may the Content be used to establish, maintain or provide, or assist in establishing, maintaining or providing a market for the trading of securities, commodities or derivatives.

You agree not to link directly to any individual page within the NZX Hydro Site without our prior written consent. Framing of any Content available through the NZX Hydro Site without NZX's prior written consent is also prohibited. "Framing" means encapsulating the content of any page within the NZX Hydro Site within another website, giving the impression that the content is not from the NZX Hydro Site. NZX reserves the right to disable any unauthorised links or frames and disclaims any responsibility for the content available on any other website reached by links to or from the NZX Hydro Site.

NZX provides a number of products with additional features to support professional investors and other commercial activities. Further information on these products can be obtained by emailing energy.data@nzx.com.

4. Our rights and remedies

Without limiting any other rights and remedies available to us, if we believe you have breached or are in breach of these Terms, we may:

- a. limit your activities on the NZX Hydro Site;
- b. warn other users of your actions;
- c. issue a warning to you;
- d. suspend or cancel your access to the NZX Hydro Site;
- e. co-operate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any content in breach of these Terms; and/or
- f. disclose your identity and any other information we hold about you to any law enforcement authority if we believe this would assist to prevent the commission of any crime against a person or persons.



5. Access Outside New Zealand

The NZX Hydro Site can be accessed from other countries and may contain references to NZX products, services or programs that are not promoted in those countries. These references do not imply that NZX intends to promote such products, services or programs in those countries.

NZX does not represent that the Content on the NZX Hydro Site is appropriate or available for use in other countries, and accessing the material from other countries or territories where such content is illegal is prohibited. Use of the NZX Hydro Site is on the understanding and acceptance that you do so on your own initiative and you are solely responsible for compliance with local laws.

6. Disclaimer

The NZX Hydro Site is provided on an "as is" and "as available" basis. Your use of the NZX Hydro Site is at your sole risk.

The content on the NZX Hydro Site is for information only and does not constitute an offer, invitation, solicitation, or recommendation to engage in any transaction, or an opinion or recommendation in relation to acquiring or disposing of any financial product. The information is not provided in respect of a named or otherwise identifiable person, and does not take into account a person's particular financial situation or goals and should not be relied upon as a substitute for detailed advice from a financial advisor.

NZX does not promote, or make any representation to any person as to quality or suitability for any purpose of any financial product contained or referred to on the NZX Hydro Site.

NZX disclaims and excludes all implied condition or warranties, including but not limited to any warranties of merchantability, fitness for a particular purpose and non-infringement. In particular, NZX does not represent or warrant that:

- a. the Content is reliable, accurate or complete; or
- b. any of the functions contained in any Content or your access to the NZX Hydro Site, will be uninterrupted or error-free;
- c. the NZX Hydro Site, our server or the Content are free of computer viruses or other harmful components, defects or errors; or
- d. your use of the NZX Hydro Site or any Content will not infringe the intellectual property rights of third parties.

To the extent permitted by law, NZX has no obligation or liability to you, whether a claim is made in contract, tort (including negligence), equity or otherwise, and whether under statute, warranty, indemnity or any other obligation, to pay any direct, indirect or consequential losses, costs, damages, expenses or liabilities which may be suffered or incurred which may directly or indirectly arise out of or in connection with these Terms, the NZX Hydro Site or the Content made available on the NZX Hydro Site from time to time.

Any clause in these Terms, or part thereof, declared invalid shall be deemed severable and does not affect the validity or enforceability of the remainder.



7. Indemnity

You must hold harmless and indemnify NZX from and against all loss, actions, proceedings, costs, expenses (including legal fees), claims and damages incurred or suffered by NZX arising from:

- a. any breach by you of the Terms;
- b. reliance by you on any information obtained through the NZX Hydro Site;
- c. your access and/or use of the NZX Hydro Site; and
- d. reliance upon, or use of, any Content by any person accessing any Content from your computer systems.

8. Advertising and Links to Other Websites

The NZX Hydro Site may contain links to third party websites. NZX does not control these linked websites and is not responsible for their content or their hyperlinks. NZX has in no way been involved with developing or reviewing the content on linked websites. Hyperlinks are provided to you for convenience only, and their inclusion does not imply that NZX endorses the linked website or has any responsibility for the Content or uses of such linked website. NZX provides no guarantees, representations or warranties as to the nature, content and reliability and is not liable for any electronic content delivered by a third party, including and without limitation to, the accuracy or reliability of any information, data, opinions, advice or statements made on those linked websites or the timeliness of any electronic content. You visit any such linked website entirely at your own risk.

Advertisements, including banner advertising, logos and information, materials and documents relating to or provided by third parties on the NZX Hydro Site ("**Third Party Material**") may contain embedded hyperlinks to websites operated by third parties or their licensees or contractors. NZX does not recommend or endorse the products or services of those third parties. Third Party Material with representations or offers by the third party that are accepted by linking to the third party's website and executing a relevant transaction, are not made by NZX, and NZX has no responsibility or liability for such transactions. The third party is solely responsible to you for the delivery of any goods or services you purchase on the third party website.

9. Resolution of Disputes

Except to the extent you need to contact us to inform us of any breach of these Terms, you agree not to involve, or attempt to involve us, in any dispute or in the resolution of disputes that arises between you and another user.

If you wish to notify us of any dispute you have, you should contact: energy.data@nzx.com.

10. Privacy Statement

Our treatment of personal information is set out in our [Privacy Policy](#). By agreeing to these Terms or using the NZX Hydro Site, you will be taken to have read and agreed to the terms of the Privacy Policy. You have the right under the Privacy Act 1993 to access and request to update and/or correct your personal information. If you want to check your personal information that we may have collected from you and hold (or to request the correction of any such information), please write to NZX at PO Box 2959, Wellington, New Zealand.



11. Governing law and jurisdiction

The use of the NZX Hydro Site and these Terms shall be governed by the laws of New Zealand and you submit to the exclusive jurisdiction of the courts of New Zealand.

January 2015



Privacy Policy

This Privacy Policy applies to your use of NZX Hydro's website energy.nzx.com ("**Site**"). In this Policy, references to "we", "us" "our" and "NZX" are to NZX Limited and its subsidiaries, and their respective directors, officers, agents, employees or contractors.

Non-Personal Information

When you use the Site, our server, our agent's or contractor's server, and third parties in the internet infrastructure ("**Servers**") log certain information, which is provided by your browser, such as:

- your server's IP address (a number which is unique to the machine through which you are connected to the Internet) or your personal IP address
- the type of browser and operating system you are using; and
- the domain name of the referring site (e.g. the previous NZX Site that you visited).

The Servers also log:

- the date and time of your visit; and
- the URL address of the pages accessed and the documents downloaded.

This information on its own does not personally identify you. Among other possible uses, NZX may use this non-personal information to analyse certain trends and statistics, such as which parts of the Site users are visiting and how long they spend there.

NZX will not try to identify you or your browsing activities through the information set out above except, in the event of an investigation, where a law enforcement agency may exercise a warrant to inspect the logs or if your usage is causing technical issues for the Site that may need to be resolved. NZX may in these circumstances identify your IP address to enable NZX to contact you.

Cookies

The Site uses cookies. A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. The Site uses cookies to help NZX identify and track visitors, their usage of the Site, and their Site access preferences. Visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using the Site, with the drawback that certain features of the Site may not function properly without the aid of cookies.

NZX uses Google Analytics to analyse the use of the Site. Google Analytics uses cookies to collect, store, and transmit information about your use of the Site to Google. Further information about how Google Analytics collects and processes data can be found at the following link: <http://www.google.com/policies/privacy/partners/>.

Registering for a Hydro Login

If you sign up for a Hydro Login, we will use your registered email address to send you daily updates as per your subscription. NZX will not be able to send you daily updates by email if you do not provide these details.



You will also use your email and password to login into the Hydro website.

Personal Information

NZX collects and holds personal information about you through your use of the Site, including your registration details and information relating to your use of the Site and the content you access.

NZX does not collect sensitive information such as your racial or ethnic origin, political opinions or religious beliefs.

NZX collects this information for the purposes of conducting market research surveys, conducting statistical analysis of usage of the Site, running competitions, determining advertising content, marketing, tailoring our services to match your needs and improving the Site generally.

The personal information collected by NZX will be held in third party data centres.

NZX will only use such personal information for the purpose for which you have provided it, unless you consent otherwise or NZX is required by law to disclose it or NZX is otherwise permitted to use it under the Privacy Act 1993.

NZX will not sell your personal information to, or share it with, any other company outside of the NZX group or third party agency other than as set out in this Privacy Policy, except as permitted by law. NZX will disclose such personal information about you only to those employees of NZX who have a need to know.

You can access or request a correction to your personal information by writing to NZX at PO Box 2959, Wellington, or by sending an email to energy.data@nzx.com. NZX will correct personal information if we are satisfied that it is incorrect and will otherwise comply with our obligations under the Privacy Act 1993.

For more information please phone NZX on +64 4 472 7599 or email NZX at energy.data@nzx.com

January 2015



TERMS AND CONDITIONS OF SUBSCRIPTION FOR BUSINESS USE

This Agreement is made between the following parties: NZX Limited, company number 1266120, having its registered office at Level 1, 11 Cable Street, Wellington, New Zealand (“NZX”) and

_____ (“the Subscriber”)

1. Definitions and Interpretations

In this Agreement, capitalised terms shall have the meanings set out below:

Agreement means this agreement and the Subscription Form as it is defined below;

Authorised User means the Subscriber’s employees or contractors authorised to receive and use the Content as identified by the Subscriber in its Subscription Form, the number of which is set out in the Subscription Form and which may be varied in accordance with clause 10.1 of this Agreement;

Content means the content provided by NZX and nominated by the Subscriber on the Subscription Form attached to this Agreement;

Contractor means a person working under a contract for service for the Subscriber;

Employee means an employee (as defined under the Employment Relations Act 2000) of the Subscriber;

End User means any person or entity that receives an extract of the Content from the Subscriber in accordance with clause 6.1(d) of the Agreement;

Fees mean the fees set from time to time by NZX for the access and use of the Content as currently set out in the Product Price List and User Schedule to this Agreement;

Licence means the licence granted in clause 6.1 of the Agreement;

Subscriber means that person or entity named above that has completed and returned the Subscription Form for the subscription of Content which has been approved by NZX;

Subscription Form means the Hydro Subscription Form and Product Price List and User Schedule attached to this Agreement;



Unauthorised Recipient has the meaning set out in clause 11.1 of this Agreement; and

NZX means NZX Limited.

2. Scope of Agreement

- 2.1. NZX grants to the Subscriber, and those Authorised Users of the Subscriber, a non-exclusive and non-transferable License for the term of this Agreement.
- 2.2. The Subscriber accepts the terms and conditions of this Agreement on behalf of itself, and its Authorised Users. The Subscriber also unconditionally guarantees, and accepts full responsibility for the performance of this contract by its Authorised Users.

3. Term

- 3.1. This Agreement will come into force on:
 - (a) the date that NZX receives an executed copy of the Agreement from the Subscriber; or
 - (b) on a particular date agreed to by both parties, as specified on the Subscription Form to this Agreement. This date will be subject to clause 4.1 of this Agreement.
- 3.2. After commencement, this Agreement will continue until;
 - (a) the Agreement is terminated in accordance with clause 13 of this Agreement; or
 - (b) a pre-determined date specified on the Subscription Form. This will be subject to clause 4.1 of this Agreement.

4. Committed Term

- 4.1. There will be a minimum committed term of three (3) months under this Agreement.

5. Ownership of Content

- 5.1. The Content provided to the Subscriber by NZX, as indicated in the Subscription Form, including without limitation, all information, text, materials, graphics, tools, results, advertisements, names, logos and trademarks used in the Content is protected by copyright, trademark and other intellectual property laws unless expressly indicated otherwise.
- 5.2. All rights, title and interest in and to the Content is owned, licensed or controlled by NZX or the other party accredited as the owner of the Content.

- 5.3. The Subscriber acknowledges and agrees that NZX retains all rights, title and interest in the Content, and the Subscriber obtains no right, title and/or interest in the Content other than as expressly set out in this Agreement. The Subscriber agrees not to claim rights in or to the Content.

6. Permitted use of Content

- 6.1. Subject to the terms and conditions of this Agreement, NZX grants the Subscriber, and any Authorised User of the Subscriber, a non-exclusive and non-transferable licence for the term of this Agreement to:

- (a) access, store and process the Content in the Subscriber's computer system;
- (b) use and reproduce the Content for internal business purposes consistent with this Agreement including interrogation, retrieval, analysis, manipulation, recompilation and report preparation;
- (c) use and reproduce the Content for the Subscriber's own internal business applications, information, reports, presentations, analytics, formulae, graphs, algorithms and other uses and publications which incorporate, utilise or display the Content; and
- (d) subject to NZX's copyright, provide excerpts from the Content in any medium or format (including orally, in writing, electronically or otherwise) to the Subscriber's clients ("**End User**") as part of a report, provided the Subscriber has obtained the prior written consent of NZX, to such publication, has paid any applicable fees to NZX, and complies with clause 7.1 of this agreement.

- 6.2. Except as specifically permitted by this Agreement, the Subscriber, and any Authorised User of the Subscriber, may not:

- (a) reproduce or redistribute unprocessed or raw Content to any third party, or otherwise engage in the systematic retransmission or commercialisation of the Content;
- (b) distribute the Content in any form of service for which the End User pays periodic or usage based fees for access to the Content;
- (c) reproduce or redistribute unprocessed or raw Content to any third party in a way that undermines the commercial activities of NZX;
- (d) authorise End Users to do anything that the Subscriber is not permitted to do under this Agreement;



- (e) use the Content for an illegal purpose or otherwise in breach of any applicable laws in the jurisdiction in which the Subscriber operates; or
- (f) use the Content in any manner other than as expressly permitted by this Agreement.

7. Use of Content in Reports

- 7.1. In using the Content in reports pursuant to clause 6.1(d), the Subscriber shall cause each screen display (if the report is in electronic form) and each copy transferred to a client to bear NZX's proprietary and copyright notice, with the appropriate year, as set out below:

Source: NZX © Copyright [Year] NZX Limited. All Rights Reserved.

8. Fees

- 8.1 The relevant Fees are set out in the Subscription Form to this Agreement are exclusive of GST. NZX may add to or change the Fees from time to time by providing no less than three (3) months' written notice to the Subscriber. Upon the receipt of the written notice, the Subscriber may exercise their right of termination in accordance with clause 13.1 of this Agreement.
- 8.2 Fees will be payable monthly. NZX will invoice the Subscriber, and the Subscriber will be required to pay the Fees by the due date set out in the invoice. Unless stated otherwise, all amounts in the invoices are exclusive of GST.
- 8.3 Failure of the Subscriber to pay any Fees by their respective due date may result in termination under clause 13.2(a). Interest is payable on all amounts overdue, calculated on a daily basis from the payment due date at the 90 day bank bill rate published by the Reserve Bank of New Zealand on the due date of payment, plus a margin of 2%.
- 8.4 The Subscriber must pay NZX all goods and services tax ("**GST**") payable under the Goods and Services Tax Act 1985 in respect of Fees payable under the Agreement. GST will be applied to all Fees unless a completed Non Resident declaration for GST purposes is provided to NZX. A Non Resident declaration for GST purposes form is available on request from NZX.
- 8.5 All payments made by the Subscriber under this Agreement are to be made without any deduction or withholding for, or on account of, any taxes. If any deduction or withholding is required by law, then the Subscriber must pay such additional amount to ensure that NZX receives the full amount that NZX would have received had no such deduction or withholding been required.

9. Audit and inspection

- 9.1. The Subscriber must retain records which enable NZX to verify the number of Authorised Users that have access to the Content in the current and immediately preceding year.
- 9.2. NZX may at any time and from time to time audit the Subscriber to ensure that any fees payable to NZX are accurate. The Subscriber shall provide access to NZX to all of its records, accounts and all other information, including without limitation, access to its premises and employees, reasonably required by NZX to undertake an audit under this clause 9. The Subscriber shall permit NZX to take copies or extracts and, on demand, supply copies or extracts of such records, accounts or other information.
- 9.3. Unless otherwise agreed, the aims of the audit shall be to monitor compliance with the Agreement, identify and address any areas of non-compliance and enable NZX to identify the sums payable in accordance with this Agreement. NZX and the Subscriber agree to co-operate to ensure these aims can be achieved with minimum disruption to the operations of either party.
- 9.4. If, after completion of an audit under clause 9.2, all fees payable to NZX are found to be correct, NZX shall bear all of its costs and expenses associated with undertaking that audit. If, after completion of an audit under clause 9.2, any fee paid to NZX is found not to be correct, the Subscriber shall pay to NZX:
 - (a) the amount of any discrepancy as determined by an audit;
 - (b) interest calculated on the amount of such discrepancy at 2% per annum above the 90 day bank bill rate as published by the Reserve Bank of New Zealand (as at the due date for payment of the relevant GST tax invoice), with such interest being payable for the period from the due date for payment of the relevant GST tax invoice, until the date that payment (including any interest owing) in full is made; and
 - (c) all reasonable costs and expenses of NZX associated with undertaking that audit.
- 9.5. NZX agrees to provide at least thirty (30) calendar days' notice of regular audits and up to ninety (90) calendar days' notice of complex audits to the Subscriber. NZX and its auditor(s) shall treat all information obtained in the audit confidentially in accordance with clause 17 of this Agreement. NZX and its auditors shall comply with all health, safety and security requirements in effect at the premises visited during the course of the audit.

10. Authorised Users

- 10.1. Access to, and use of the Content is limited to the number of Authorised Users set out in the Subscriber's Subscription Form. The Subscriber must obtain NZX's prior written consent to vary the number of Authorised Users. Upon obtaining such consent, the Subscriber is liable for all fees associated with the varied number of Authorised Users.

11. Security

- 11.1. The Subscriber must ensure that its processing, transmission and communications equipment and software are arranged and protected so that, as far as reasonably possible, no person or entity other than the Subscriber and the Authorised Users (an "**Unauthorised Recipient**") can obtain access to the Content.
- 11.2. If, in NZX's sole discretion, NZX determines that an Unauthorised Recipient has access to the Content, the Subscriber shall take all steps necessary, and must provide such evidence to NZX as NZX determines, to alter the manner of receipt and use of the Content.
- 11.3 If NZX determines that any action taken by the Subscriber to preclude access by such Unauthorised Recipient to the Content is not adequate, the Subscriber shall immediately comply with any written instructions from NZX to discontinue using the Content by the inadequately secured means.
- 11.4 The remedy available to NZX under this clause 11 is without prejudice to any other right or remedy NZX may have at law, in equity or otherwise.
- 11.5 The Subscriber must use all reasonable endeavours to ensure that no Unauthorised Recipient obtains the Content from the Subscriber, or from equipment or software used by the Subscriber. If an Unauthorised Recipient does obtain the Content, the Subscriber must use its best endeavours to ascertain the source, manner of acquisition or access to the Content.

12. Indemnity

- 12.1. The Subscriber shall indemnify and hold harmless and defend NZX, its subsidiary companies and their directors, officers, employees and agents against all loss, actions, proceedings, costs, expenses (including legal fees), claims and damages incurred or suffered by any of them arising from:
- (a) any breach by the Subscriber or Authorised User of this Agreement;
 - (b) reliance upon, or use by, the Subscriber of the Content;
 - (c) reliance upon, or use by, any person accessing the Content from the Subscriber of the Content; and



- (d) reliance upon any advice given by the Subscriber derived in whole or in part from the Content.

13. Termination

- 13.1. Either party may terminate this Agreement by providing three (3) months' prior written notice to the other party at their nominated address. For the avoidance of doubt, if the Subscriber terminates this Agreement under this clause 13.1 any fees paid or payable up to the date of termination shall be non-refundable.
- 13.2. NZX may terminate this Agreement immediately, if the Subscriber:
 - (a) fails to pay any fees due to NZX on the due date for such payment and has not remedied that failure after receiving 7 days written notice from NZX requesting remedy of that failure;
 - (b) breaches any clause of this Agreement and has not remedied that breach after receiving 7 days written notice from NZX requesting the remedy of that breach; and/or
 - (c) is adjudged bankrupt, enters into liquidation or any arrangement or composition with its creditors or if a receiver is appointed to any part of the Subscriber's assets and not discharged within 14 days or if any judgement against the Subscriber remains, in the opinion of NZX, unsatisfied for more than 7 days.
- 13.3. Upon termination of this Agreement, the Subscriber's right to receive and use the Content will cease.
- 13.4. The remedies set out in clauses 13.1 and 13.2 do not prejudice NZX's rights to seek all other remedies available to it in law, equity or otherwise.

14. Force Majeure

- 14.1. Neither NZX or the Subscriber shall be liable for delay or failure in performance resulting from causes beyond either parties reasonable control, including but not limited to acts of god, acts of war, fire, flood, or other disaster, act of government, strike, lockout, communications line or power failures.

15. Not Investment Advice

- 15.1. The Content provides general information only. It is not intended as investment advice and must not be relied upon as such. The Subscriber, any Authorised User or End User should obtain professional investment advice tailored to the Subscriber's, Authorised User's or End User's specific circumstances and needs prior to making any investment decision.

16. Disclaimer and Limitation of Liability

16.1. The Content is derived from various sources believed to be accurate and current as at the date specified in the relevant Content. However, due to the number of sources from which materials may be obtained and, where the Content is received in electronic form, the inherent hazards of electronic distribution, NZX and its directors, officers, agents, employees or contractors do not give any representation or warranty as to the reliability, accuracy or completeness of the Content.

16.2. Neither NZX, its subsidiaries, nor their officers, employees or agents shall under any circumstances be liable in any way for any loss of direct, consequential, incidental, indirect or special damages of any kind or any other damages howsoever arising (whether in negligence or otherwise) out of or in connection with the Content and/or any omission from the Content, including, without limitation those arising from:

- (a) any decision made or action taken by the Subscriber in reliance upon the Content;
- (b) loss of use, data or profits whether arising from use of or inability to use any Content;
- (c) contingencies outside the control of NZX, its subsidiaries, their officers, employees or agents; or
- (d) any other cause;

except where liability is made non-excludable by legislation. If any clause, or part thereof purporting to exclude liability is declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder pursuant to clause 20 of this Agreement.

16.3. In the case of goods or services supplied or offered by NZX, its subsidiaries and their officers, employees and agents, liability for breach of any implied warranty or condition which cannot be excluded is limited at NZX's option to either:

- (a) the resupply of the goods (or equivalent goods) or services; or
- (b) the payment of the cost of having the goods (or equivalent goods) or services supplied again.

17. Confidentiality

17.1 All parties to this Agreement acknowledge that confidential information, including material of a confidential nature relating to this Agreement, the business of the other or of third parties, may be disclosed to it under the



Agreement. Each party undertakes to hold such information in confidence and not, without the consent of the other, disclose it to any third party nor use it for any purpose other than in the performance of the Agreement.

This obligation does not apply to information, specifications or material which:

- (a) was at the time of disclosure already through no fault of either party in the public domain;
- (b) have not been identified as confidential and which no reasonable Person would assume are confidential;
- (c) after disclosure become generally available to third parties through no fault of the party that disclosed them;
- (d) are or become rightfully known to either party without restriction from another source; and
- (e) are required to be disclosed by order of legal or regulatory authorities.

18. Assignment

18.1. The Subscriber may not assign any of its rights or obligations under this Agreement without the prior written consent of NZX. NZX may assign its rights under this Agreement, but where practicable will provide advanced notice to the Subscriber of the assignment.

19. Variation

19.1. Except as provided in this Agreement, no variation of this Agreement shall be binding on NZX unless it is in writing and signed by a duly authorised representative of NZX.

20. Severability

20.1 If any provision of this Agreement is held to be illegal, void, or unenforceable, that provision will be severed from the Agreement, and shall not affect the enforceability of the remaining provisions of the Agreement which will remain in full force.

21. Entire Agreement

21.1 This Agreement constitutes the entire agreement between the parties regarding this subject matter and supersedes any previous agreement between NZX and Subscriber or any Authorised User of the Subscriber, relating to the same subject matter. The Subscriber may not modify this Agreement without first submitting the Variation to NZX, and having the Variation authorised by a duly authorised representative of NZX.



22. Implied Warranties Excluded

22.1 NZX and the Subscriber agree that the goods and services provided under this Agreement are supplied for business purposes, and accordingly the provisions of the Consumer Guarantees Act 1993 do not apply to the services provided under this Agreement.

23. Governing Law

23.1. The terms of this Agreement and the use of the Content by the Subscriber is governed by, and shall be construed and enforced in accordance with the laws of New Zealand without regard to the conflicts of law principles hereof. Any dispute arising from or in connection with the terms of this Agreement shall be subject to the exclusive jurisdiction of the courts of New Zealand.

23.2 The Subscriber acknowledges and agrees that this Agreement does not create any relationship of agency and that the Subscriber is not the agent of NZX and has no authority to bind NZX to any obligations to third parties except as specifically provided in this Agreement. The Subscriber agrees not to make any representation to third parties contrary to this clause.

23.3 The Subscriber represents and warrants that the Subscriber shall not be in default of any third party agreements by executing or performing this Agreement.

24. NZX Hydro Login

24.1 To access the Hydro Login, Subscribers will need to register an email address and password for your NZX Hydro account.

24.2 NZX Hydro account: By providing NZX with your email address and password and accepting the terms of this Agreement, you consent to the creation of your NZX Hydro login and the recording by NZX of any information you disclose to us (subject to the provisions of this Agreement).

24.3 Registered Email: We will use your registered email address to send you daily updates as per your subscription. NZX will not be able to send you daily updates by email if you do not provide these details.

24.4 Security: You must keep your password safe and not disclose it to any other person. You should not keep a written or electronic record of your password.

24.5 Reliance on email address and password: We require an email address and password for authentication. You understand and agree that NZX is entitled to rely on the authenticity of the email address and password supplied by you to access Hydro Login or any other service provided by us. Once you are authenticated, we may act on and rely on any instruction given without the need for further enquiry. Any instruction sent from your email address and



password once received by NZX shall be unconditional, irrevocable and binding on you.

- 24.6 Changing your password: NZX will arrange or provide a facility for you to select a new password upon request, or if there has been unauthorised access to your Hydro Login account. You must choose a password that is secret, is known only to you and cannot be easily guessed. You must change your password at reasonable intervals and in any event if you believe that the security of your Password has been compromised.