



## NZX Limited

# Index and Financial Product Licence Agreement

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

\_\_\_\_\_ (“Licensee”)

to permit the Licensee’s Group to receive and use Information available under licence from NZX on the terms and conditions set out in this Agreement.

### 1. Definitions and Interpretation

1.1. In this Index and Financial Product Licence Agreement (the “**Agreement**”) the following terms shall have the following meanings:

**Commencement Date:** The date this Agreement is executed by both parties.

**Distribution:** The dissemination of any Information by any means, in whole or in part, to any party outside the Distributor’s Group. For the purpose of this definition “Distributor’s Group” shall mean the Distributor and any holding company, subsidiary, affiliate or other company accepted by the NZX as part of the Distributor’s Group.

**Distributor:** Any party which receives and uses Information for the purposes of Distribution as defined in this Agreement.

**Fees:** Fees and charges applicable to use of Information, as specified in Appendix One and updated from time to time in accordance with this Agreement.

**Financial Product:** Any exchange-traded fund, institutional or retail fund, derivative contract or other traded or tradable financial security. NZX reserves all rights to determine whether any product constitutes a Financial Product for the purposes of this Agreement.

**Index:** Any numerical representation of the value, volatility or other characteristic of a financial market, market sector or group of assets, calculated and recalculated from time to time on a standard basis in order to reflect movements in the underlying component data.

**Information:** Any data forming part or all of the Information Products. Information also includes any element of Information as used or processed in such a way that the Information can be identified, recalculated or re-engineered from the processed Information.

**Information Products:** The products in which data relating to financial markets are made available by NZX for use in accordance with this Agreement.

**Information Provider:** Any third party source of information that licenses NZX to make its information available as Information under the Agreement, whether such Information is disseminated by NZX, by its originator, or by a third party.

**Intellectual Property Rights:** Patents, trade marks, service marks, copyrights, database rights, know-how, trade secrets, trade names, logos, designs, symbols, emblems,



insignia, slogans, patents, drawings, plans and other identifying materials, in all forms whether or not registered or capable of registration and any other rights relating to intellectual properties in accordance with the applicable laws.

**Operational Controls:** The systems, rules, procedures, authorisations and policies which, taken together and to the satisfaction of NZX:

- (a) Record and identify all authorised access to Information,
- (b) Prevent or restrict unauthorised access to or dissemination of Information,
- (c) Identify and record unauthorised access and facilitate appropriate action.

Operational Controls are regarded as effective in any specific period if there is auditable evidence of their operation throughout the relevant period.

**Real Time Information:** All Information from the time of original dissemination to the time twenty (20) minutes after such dissemination or such other period as NZX may specify for any individual Information Product. NZX reserves the right to change the specified period for Real Time Information on no less than one hundred and twenty (120) days written notice to Licensee.

**Technical Specifications:** The technical specifications of systems used by NZX to make Information available to Distributors or directly to Licensee, as amended from time to time in accordance with the Agreement.

- 1.2. In this Agreement (except where the context otherwise requires):
  - (a) References to the words “includes” or “including” shall be construed without limitation to the generality of preceding words;
  - (b) Words or phrases importing the singular include the plural and vice versa; and
  - (c) The headings in the Agreement are for convenience of reference only, do not form a part of the Agreement and do not in any way modify, interpret or construe the intentions of the parties.

## 2. Scope of Agreement

- 2.1. NZX grants to Licensee a non-exclusive, non-transferable licence to receive Information from NZX or from any Distributor and to use the Information subject to the terms and conditions of this Agreement.
- 2.2. Licensee accepts and undertakes to comply with the terms and conditions of the Agreement.
- 2.3. Nothing in this Agreement will create or be deemed to create a partnership or agency relationship between the parties to the Agreement.

## 3. Intellectual Property Rights

- 3.1. Licensee acknowledges Intellectual Property Rights of NZX and where applicable other Information Providers in the Information and in the formats in which Information is transmitted. Licensee acknowledges and agrees that its receipt, use and distribution of Information shall not affect the Intellectual Property Rights of NZX or other Information Providers.
- 3.2. No Intellectual Property Rights shall be transferred to Licensee as a result of this Agreement.



- 3.3. This Agreement shall not infringe any Intellectual Property Rights of Licensee or any third party subsisting in or relating to any Index, collection, compilation or other original work created from Information or to any Financial Product priced by reference to Information in accordance with the Agreement.

#### **4. Changes to Information**

- 4.1. NZX (or its Information Providers where applicable) may add or delete Information depending on operational requirements. NZX will use reasonable efforts to provide advance notice of changes to Information in accordance with industry good practice. NZX agrees to give Licensee at least one hundred and twenty (120) days notice before NZX makes any material changes in the speed, signal characteristics or operational requirements described in Technical Specifications, unless a malfunction, emergency or regulatory requirement precludes such notice. For the purpose of this clause a material change shall be any change that would normally require Distributors or Licensee to amend or replace the systems required to receive and use the Information. Licensee shall bear the responsibility and expense of altering its systems as the result of changes notified by NZX in accordance with this Agreement.
- 4.2. If Licensee has reason to believe any addition or deletion of Information or change in the relevant Technical Specifications by NZX significantly alters the nature of the Information or reduces its quality, or requires uneconomic modifications to Licensee's system(s), Licensee may terminate the Agreement without liability, with respect to any Information Product affected by the alteration or deletion on at least thirty (30) days written notice. Any such termination must take effect on or prior to the date of the alteration or deletion.

#### **5. Licensee's Receipt of Information**

- 5.1. Licensee is licensed to receive Information directly from NZX or from the Distributor(s) specified in Appendix One. Licensee must obtain prior permission from NZX to receive Information from any other source for use in accordance with this Agreement.
- 5.2. Where Licensee receives Information direct from NZX, Licensee shall be responsible at Licensee's own expense for the installation of telecommunication lines, equipment and software in accordance with specifications published by NZX from time to time as necessary to enable Licensee to receive and use the Information and Licensee shall meet the operating and maintenance costs of all such lines, equipment and software.
- 5.3. Where Licensee receives Information from a third party, Licensee and the third party shall be responsible for the installation, operation and maintenance of telecommunication lines, equipment and software and other arrangements necessary for Licensee to receive the Information from the third party. NZX is not responsible for and makes no representations or warranties regarding any services Licensee obtains from a third party. NZX reserves the right to suspend or terminate the supply of Information to any Distributor without notice to Licensee or to recipients of Information from the Distributor.
- 5.4. Each party undertakes to comply with all regulations, conditions or restrictions laid down from time to time by any statute, telecommunications provider and/or regulatory authority in connection with Licensee's access to, use, storage and transmission of and dealing with Information.

#### **6. Licensee's Use of Information**

- 6.1. Licensee may use Information during the term of this Agreement, with or without other data, solely for the purpose of the creation and distribution of Indices and the licensing for use of such Indices and/or as the basis of pricing Financial Products or other uses specified in Appendix One, subject to the terms of this Agreement. Except as specified in



Appendix One, Licensee shall have no right under this Agreement to use or display Information or to allow any third party to do so.

- 6.2. Licensee shall not misrepresent the Information or use, display or distribute the Information in any way that may, as determined by NZX at NZX's sole discretion, (i) create a false or misleading impression as to the origin or value of any item of Information (ii) mislead investors (iii) adversely affect the operation of financial markets to which the Information relates, or (iv) be damaging to the commercial reputation of NZX.
- 6.3. All use of Information permitted under this Agreement shall be specified in Appendix One, as approved in writing by NZX. Licensee shall have no right to use Information except as permitted as specified in Appendix One.
- 6.4. Licensee shall not use the Information for any illegal purpose.
- 6.5. Licensee will cease any use of Information as soon as possible upon receipt of written direction of NZX or on any reasonable date specified by a written direction of NZX, where NZX has reasonable cause to suspect that any associated use of Information, Indices or Financial Products represents any of the misuses described in Clause 6.2 of this Agreement. This obligation survives termination of the Agreement.
- 6.6. Licensee shall take all reasonable precautions, including the maintenance of security systems and Operational Controls sufficient to identify, record and control all access to Information and to detect unlicensed use. Licensee shall promptly report to NZX any unlicensed use or distribution of Information of which Licensee is aware.
- 6.7. Where specified in Appendix One, Licensee may use third party contractors to calculate the value of Indices and/or the price of Financial Products and may make Information available to the contractors for this purpose. Where third party contractors are used for this purpose, Licensee shall guarantee compliance by the contractors with the terms of this Agreement relating to use of Information and ensure that all uses of Information by the third party contractors and associated records are available for inspection and audit in accordance with this Agreement.
- 6.8. In the event of termination of the Agreement for any reason, Licensee may keep the Information received during the term of this Agreement and continue using it in its services and databases following the date of termination, subject to any additional terms specified for individual Information Products in Appendix One to this Agreement.

## **7. Fees, Maintenance of Records, Reporting and Payment**

- 7.1. Licensee shall pay all Fees due to NZX by the due date as advised to the Licensee from time to time to NZX's bank account and in the currency specified on the invoice. Any such fees paid are non-refundable.
- 7.2. NZX may add to or change the Fees specified in Appendix One upon no less than one hundred and twenty (120) days written notice, with changes to be effective on any of the following dates: January 1, April 1, July 1, October 1.
- 7.3. Licensee 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 Appendix Two (Non Resident declaration for GST purposes) is provided to NZX.
- 7.4. All payments 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



payer must pay such additional amount to ensure that the other party receives the full amount that the party would have received had no such deduction or withholding been required.

- 7.5. 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%.
- 7.6. Licensee shall report to NZX any information that may reasonably be requested by NZX to monitor compliance with the Agreement and bill applicable Fees. NZX undertakes to give at least 30 days notice of any report request unless operational or regulatory reasons require otherwise, or unless NZX has reason to suspect non-compliance by the Licensee. NZX shall keep confidential all information provided by the Licensee.
- 7.7. Licensee shall be free to establish and alter the prices charged to third parties for the use of Indices and Financial Products, provided that such prices do not misrepresent Fees charged by NZX to Licensee in accordance with the Agreement.

## **8. Maintenance of Records, Audit**

- 8.1. Licensee shall keep complete, accurate and up-to-date records relating to the use of Information and to the associated Operational Controls, sufficient to demonstrate compliance with the Agreement and to identify all sums payable to NZX in accordance with the Agreement. Where applicable, Licensee shall require its clients and any contractors with access to Information to maintain similar records. All records required to be maintained under this Agreement shall be maintained for a minimum of three (3) years and made available to NZX on request for audit inspection.
- 8.2. NZX and any independent auditors acting on behalf of NZX shall have the right, during the term of the Agreement and for a period of two (2) years afterwards, to visit the premises of Licensee during normal business hours and during or in preparation for any such audit visit to obtain access to and inspect systems, controls, books and records, insofar as they relate to:
  - (a) the use of Information, Indices created from Information and any related Financial Products
  - (b) related Operational Controls
  - (c) any sums payable to NZX.
- 8.3. NZX and its auditors shall treat all information obtained in the audit confidentially and use it only for the purpose of the audit.
- 8.4. The purpose of the audit, unless otherwise agreed in advance, shall be to verify compliance with the 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, provided that these are brought to the attention of the inspectors before the beginning of the audit inspection.
- 8.5. Licensee shall ensure full co-operation by the audited parties with the preparation and completion of any audit permitted under this Agreement. Failure to co-operate with any audit carried out in accordance with this Agreement shall constitute a material breach of the Agreement.



- 8.6. If an audit reveals a lack of records or failure of Operational Controls, but the amount of under-reported Fees and Charges cannot be established with reasonable certainty or agreed between the parties within thirty (30) days of NZX notifying Licensee of this situation, NZX reserves the right to either appoint an independent professional auditor to resolve the dispute in accordance with this Agreement or to bill Licensee an amount estimated in good faith by NZX taking into account any evidence provided by Licensee. Both parties agree to accept as full and final settlement of the audit the amount determined by any appointed independent professional auditor or the good faith estimate of NZX.
- 8.7. If an audit reveals any underpayment in Fees due under the Agreement by Licensee that exceeds ten percent (10%) of the Fees paid by Licensee during the period of the audit, Licensee shall bear the reasonable costs and expenses of the audit, including the cost of any assessment or estimate provided by an independent professional auditor in accordance with Clause 8.6.

## **9. Warranties and Indemnities/Limitation of Liability**

- 9.1. NZX represents, warrants and covenants that:
- (a) it has the right to license the receipt and use of Information for the purposes specified in the Agreement,
  - (b) use of Information as specified in the Agreement will not infringe any Intellectual Property Rights in the Information of any third party.
- 9.2. Although NZX will use all reasonable endeavours to ensure the accuracy, reliability, completeness and continuity of Information and to correct any errors or omissions as soon as reasonably practical to the extent it is within NZX's reasonable control and ability to do so, NZX does not warrant that the Information is accurate, reliable or complete or that the supply will be without interruptions. Other than as set out in this Clause 9, NZX shall not be liable for any delay, inaccuracy, error or omission of any kind in the Information or for any resulting loss or damage. In addition, NZX shall have no liability for any losses arising from unauthorised access to Information or any other misuse of Information.
- 9.3. Licensee accepts full responsibility, as against NZX, for the usefulness of any Index created in part or in whole from Information and of any Financial Product based on such Indices or priced by reference to Information. Licensee expressly acknowledges that NZX does not make, other than as set out in this Clause 9, any representations or warranties, express or implied, with respect to the merchantability, quality or fitness for purpose of the Information and excludes all warranties, expressed or implied by statute, common law or otherwise, that lawfully can be excluded.
- 9.4. To the extent permissible by law, Licensee will indemnify, hold harmless and defend NZX against all losses, claims, damages, expenses or costs which NZX has incurred or paid to any third party arising from unlicensed access to or use of Information by Licensee's Group or any third party receiving Information from Licensee's Group.
- 9.5. NZX shall promptly notify Licensee in writing of any such losses, claims, damages, expenses or costs and Licensee shall have control of the settlement and defence of any action to which this indemnity relates. NZX shall cooperate with Licensee to facilitate any such defence.
- 9.6. Except in connection with (i) Licensee's payment obligations under this Agreement (ii) indemnification obligations as set forth in this Clause 9 and (iii) any liability that cannot lawfully be excluded, neither party shall be liable to the other party, or to others directly or



indirectly making use of Information, for any indirect or consequential loss, damage, injury, cost or expense arising in any way out of access to, provision or use of Information.

## **10. Confidentiality**

10.1. Each party to the Agreement acknowledges that confidential information, including this Agreement, communications relating to the content of and compliance with this Agreement and material of a confidential nature relating to 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, whether or not it is marked as confidential, and not, without the consent of the other, disclose it to any third party or 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) at the time of disclosure are 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,
- (e) are required to be disclosed by order of legal or regulatory authorities.

10.2. No public announcement, press release, communication or circular (other than to the extent required by law or regulation) concerning the content of this Agreement will be made or sent by either party without the prior consent of the other. This consent will not be unreasonably withheld.

## **11. Term and Termination**

11.1. This Agreement shall take effect on the Commencement Date and shall continue for an initial term of one (1) year and thereafter until terminated in accordance with this Agreement.

11.2. This Agreement may be terminated by either party upon no less than ninety (90) days written notice to the other party prior to the end of the initial term or any subsequent date, with expiry effective at the end of a calendar month.

11.3. In addition to any rights of termination specified elsewhere in the Agreement, the Agreement may be terminated immediately or on the date specified in written notice by the party not at fault if any of the following events occur:

- (a) If the other party commits a material breach of the terms or conditions of the Agreement and fails to remedy such breach (insofar as such breach is capable of remedy) within thirty (30) days after receiving written notice from the party not at fault requiring it to do so, or subsequently commits a breach of the same obligation.
- (b) If the other party presents a petition or has a petition presented by a creditor for its winding up, or enters into compulsory or voluntary liquidation (other than for the purpose of a bona fide reconstruction or amalgamation), or has a receiver of all or any of its undertakings or assets appointed, or ceases to carry on business.



11.4. If the Licensee commits a material breach of this Agreement and, having been given the reasonable opportunity to rectify such breach, has not done so, NZX may immediately suspend the provision of Information in whole or in part until the breach is remedied.

## **12. Agreement Variations**

- 12.1. Subject to Clauses 12.2, 12.3, 12.4 and 12.5, and except as otherwise provided in the Agreement, no variation of the terms and conditions of the Agreement shall be effective unless expressly agreed in writing by both parties.
- 12.2. Licensee may add to and change the Licensee's proposed Information receipt and contact details in Appendix One, on submission of written notification to NZX. Licensee is required to notify NZX promptly of all such changes. Such changes may be deemed to be accepted by NZX unless NZX objects in writing within thirty (30) days of receiving the notification. All other changes to Licensee's use of Information as described in Appendix One are subject to the prior written approval of NZX. NZX reserves all right to withdraw approval of any use described in Appendix One no less than ninety (90) days written notice to Licensee.
- 12.3. NZX may add to or change the Information described in Appendix One from time to time in accordance with Clause 12.5 and may make additional feeds of Information available on reasonable notice to Licensee.
- 12.4. NZX may add to or amend this Agreement, including Appendix One, subject to clause 12.5.
- 12.5. NZX shall notify Licensee in writing at least one hundred and twenty (120) days in advance of any proposed change to the Agreement. Licensee shall be deemed to have accepted the proposed change unless Licensee objects in writing at least thirty (30) days before the effective date of the proposed change. If Licensee objects to the proposed change either party has the right to terminate the Agreement by written notice, with effect from the date of the proposed change.

## **13. General**

- 13.1. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement or understanding between NZX and the Licensee regarding its subject matter.
- 13.2. This Agreement may be executed in any number of counterparts (including scanned PDF counterpart), each of which shall be deemed an original, but all of which together shall constitute the same instrument. No counterpart shall be effective until each party has executed at least one counterpart.
- 13.3. Force Majeure
- Neither party shall be liable for any delay or failure to meet its obligations (other than a payment obligation) under the Agreement due to any cause outside its reasonable control and which is neither an intentional act nor an act of gross negligence by either party, for example flood, extraordinary weather conditions, earthquake or other Act of God, fire, war, insurrection, riot, labour dispute or act of Government. However, either party may terminate the Agreement on thirty (30) days notice if the other party has been prevented from complying with the Agreement for more than forty five (45) days.
- 13.4. If any part, term or provision of the Agreement is held illegal, invalid or unenforceable, the validity or enforceability of the remainder of the Agreement shall not be affected. The



parties shall replace the invalid part, term or provision with a valid one that best reflects the original intention of the parties.

- 13.5. NZX is entitled to rely on the validity of any representation, notice or communication from an officer of the Licensee and from the authorised contacts listed by Licensee in Appendix One (the "Authorised Contacts"). Licensee agrees to inform NZX promptly of any change in the details of Authorised Contacts and to comply with any reasonable procedures or disciplines introduced by NZX for the purpose of validating communications from Authorised Contacts.
- 13.6. The failure of either party at any time to enforce any provision of the Agreement shall not affect its right thereafter to require complete performance by the other party.
- 13.7. NZX undertakes to exercise its discretionary rights under this Agreement in a fair and reasonable manner.
- 13.8. The provisions of Clauses 3, 6.2, 7.1, 7.3, 7.4, 8 (for two (2) years following termination), 9, 10 and 13 shall survive termination of the Agreement, except where they relate to rights granted to Licensee only during the term of the Agreement.
- 13.9. Neither party may assign this Agreement or any rights arising from this Agreement.
- 13.10. The construction, validity and performance of this Agreement shall be governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 13.11. All notices and notifications required under this Agreement shall be in writing and signed by a duly authorised officer of the party giving notice or notification. Notices and notifications required under this Agreement shall be deemed to have been served (a) three (3) business days after the time of posting if sent by registered post or (b) the next business day after an electronic transmission.

**Signed on behalf of Licensee**

**Signed on behalf of NZX Limited**

**By**

\_\_\_\_\_

**By**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Date**

\_\_\_\_\_





# Index and Financial Product Licence Agreement – Appendix One

Table 1 Licensee Details	
Company Name	
Company Address	
Email	
Billing Address (if different)	
Summary / Overview of use of NZX Information:	
Receipt of Information	<input type="checkbox"/> Direct from NZX <input type="checkbox"/> Via Distributor (s) - <i>(Please complete Table 2)</i>
Creation and distribution of Indices	<input type="checkbox"/> From Real Time Information <input type="checkbox"/> From delayed Information <input type="checkbox"/> From end-of-day Information
Issue of Financial Products based on Indices created from Information or priced by reference to Information.	<input type="checkbox"/> Index – linked Funds <input type="checkbox"/> Exchange – Traded Funds <input type="checkbox"/> Index Futures or Options <input type="checkbox"/> Contracts for Difference <input type="checkbox"/> Funds <input type="checkbox"/> Futures or Options <input type="checkbox"/> Other <i>(Please specify)</i> _____
Index calculation / pricing of Financial Products	<input type="checkbox"/> By Licensee <input type="checkbox"/> By third party contractor (s) <i>(Please specify)</i> _____ _____
Other trading activities priced by reference to Information	<input type="checkbox"/> Spread Betting <input type="checkbox"/> Other <i>(Please specify)</i> _____
This Appendix One is:	<input type="checkbox"/> Part of a new Agreement Commencement Date: ..... <input type="checkbox"/> An update of the existing Agreement effective from: ..... Commencement Date of the former Appendix One: .....
Websites or other means of distributing derived data under Licensee's brand:	<i>(please identify websites and platforms)</i>
White label, co-branded or partner operations distributing derived data:	<input type="checkbox"/> 0 – 10 <input type="checkbox"/> 11 – 20 <input type="checkbox"/> 21 – 50
Number of end-users for each Service at end of previous financial year:	<input type="checkbox"/> 0 – 100,000 <input type="checkbox"/> 100,001 – 500,000 <input type="checkbox"/> Over 500,000



Table 2 Receipt of Information from Distributor(s)

	Distributor's Name	Distributor's Address	Add Del.	Date
Distributor 1			[ ] [ ]	
Distributor 2			[ ] [ ]	
Distributor 3			[ ] [ ]	

Table 3 Rights to use Information

	Add Del.	Date	Note
<b>Calculation and Distribution of Indices</b>	[ ] [ ]		1
<b>Licensing of Indices as basis for Financial Products:</b>			
Category A Indices: any Financial Products	[ ] [ ]		2
Category B Indices: Exchange Traded Funds	[ ] [ ]		2
Category B Indices: Exchange Traded Futures or Options	[ ] [ ]		2
Category B Indices: OTC Financial Products	[ ] [ ]		2
Category B Indices: Other Financial Products	[ ] [ ]		2
Category C Indices	[ ] [ ]		2
<b>Use of Information to price Financial Products:</b>			
Financial Products priced from single instrument values	[ ] [ ]		3
Financial Products priced from multiple instrument values	[ ] [ ]		2
<b>Financial Products priced from multiple instrument values:</b>			
Category A Financial Products	[ ] [ ]		2
Category B Financial Products	[ ] [ ]		2
Category C Financial Products	[ ] [ ]		2
<b>Distribution of data derived from Information</b>			
Via Licensee's own-branded services	[ ] [ ]		
Via third-party commercial partners using co-branded or white label services	[ ] [ ]		
<b>Other Uses of Information</b>			
Spread Betting	[ ] [ ]		
Other ( <i>Please specify</i> )	[ ] [ ]		



**Table 4 Licensee's Contacts authorised to deal with NZX**

	Main contact	Secondary contact
NZX Notices and Amendments, Appendix One Updates		
First Name:		
Last Name:		
Title:		
Phone:		
Email:		
Compliance and Audit		
First Name:		
Last Name:		
Title:		
Phone:		
Email:		
Administration/Reporting/Billing		
First Name:		
Last Name:		
Title:		
Phone:		
Email:		

**Table 5 Fees**

		Note
Agreed Fee		4
Billing Frequency	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Bi-Annually <input type="checkbox"/> Annually	



## Notes:

1. Fee covers the right to calculate and distribute any number of Indices, except that Licensee may not include references to NZX or New Zealand without the prior permission of NZX.
2. Category A: Indices or Financial Products where the value of underlying assets calculated by reference to Information is less than 70%;  
  
Category B: Indices or Financial Products where the value of underlying assets calculated by reference to Information is at least 70% but less than 90%;  
  
Category C: Indices or Financial Products where the value of underlying assets calculated by reference to Information is at least 90%;  
  
Unless otherwise agreed, valuations for the purpose of this classification shall be taken for any Index or Financial Product once per calendar year, at the end of the last working day of the previous calendar quarter.
3. Including without limitation instruments traded on other exchanges and regulated markets, OTC (over the counter) traded instruments and contracts for difference.
4. Licensee will be liable to fees in respect of any unlicensed use or distribution of Information in accordance with NZX's Information Licence Agreement (ILA), the terms of which are available on request from NZX

### Signed on behalf of Licensee

By

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

### Approved on behalf of NZX Limited

By

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_





## Non-resident declaration for GST purposes – Appendix Two

We warrant that \_\_\_\_\_ [company name] is not a New Zealand resident for GST purposes, or a member of a New Zealand GST Group.

We further warrant that we will pay for any GST, penalties or interest should they be imposed at a later date.

We will advise NZX Limited of any change affecting this declaration.

Signed on behalf of: \_\_\_\_\_ [company name]

Signed by: \_\_\_\_\_ [name of signatory]

Position / title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

