



## END USER SUBSCRIPTION AGREEMENT TO BBSW

**\* PLEASE COMPLETE FORM THEN PRINT, SIGN AND EMAIL TO [bbsw@afma.com.au](mailto:bbsw@afma.com.au) \***

Name of Company/Organisation (USER):			
Contact Person:		Position:	
Postal Address:			
City:	Postcode:	Country:	
Telephone:	Fax:	Email:	
Address for Supply:			
Annual Subscription Fee Payable AUD (see schedule below):			
Please indicate-			
<input type="checkbox"/>	Reuters User	If yes, list Reuters Site Code(s):	
<input type="checkbox"/>	Bloomberg User	If yes, list Serial Number(s) (S/N):	
<input type="checkbox"/>	AFMA Website	Other:	<input type="checkbox"/> SunGard

On behalf of the USER stated above, I subscribe to AFMA BBSW rates and further confirm that I have read and accept the Terms and Conditions that appear below.

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

### AFMA BBSW Terms and Conditions

#### 1. The Service

The Australian Financial Markets Association Ltd (AFMA) provides on-line validated information on the Australian Financial Markets. The AFMA Bank Bill Swap Rates (BBSW) are available through a number of information vendors and/or via a secure login from the AFMA website.

#### 2. Limitation of Liability

Whilst reasonable care is taken, and notwithstanding the independent validation of the AFMA BBSW rates, AFMA does not warrant the accuracy, completeness or timeliness of the AFMA BBSW rates. To the maximum extent permitted by law, AFMA will not be liable for any losses or damages sustained by USER, or any other person, arising from the use of, or reliance on the AFMA BBSW rates. If AFMA is subject to any liability that cannot be excluded, but can be limited, then to the maximum extent permitted by law AFMA limits its liability to the cost of resupplying the AFMA BBSW rates.

#### 3. Access

Subscription to the service means that USER may receive and use the AFMA BBSW rates through an authorised information vendor or other electronic means, for limited purposes, under the terms and conditions of this agreement. This subscription gives USER site access (as per the site/address details supplied to USER) and USER is permitted to use and retrieve the AFMA BBSW rates for its internal business purposes only. It is a condition of this subscription that the USER must not redistribute, recirculate, republish or communicate AFMA BBSW rates outside USER's organisation or on any website without prior written authorisation from AFMA.

#### 4. Subscription Charges

The current calendar year subscription charges (inclusive of GST) for the service appear below and are based on the following criteria and licence types –

AFMA Member		AFMA Non-Member or Offshore	
Licence	Price inclusive of GST	Licence	Price inclusive of GST
Access via a vendor	\$1,100.00	Access via a vendor	\$1,650.00
Access via AFMA website	\$3,300.00	Access via AFMA website	\$5,500.00
Global access via a vendor	\$5,500.00	Global access via a vendor	\$11,000.00
Global access via AFMA Website	\$8,800.00	Global access via AFMA Website	\$13,200.00

NB: All prices are in AUD and are based on a calendar year subscription. **Off-shore subscriptions** are exempt from GST (10%).

AFMA will invoice the USER directly for the subscription fees. Subscription fees are calculated on a pro rata basis through to **31 December 2012** and are payable within thirty (30) days of the date of AFMA's invoice. Failure to pay an AFMA invoice within thirty (30) days will result in access to AFMA BBSW being terminated. Subscription fees are subject to annual review by AFMA. AFMA will only deliver invoices via electronic email.

#### 5. Commencement and Term

Subscription to the service commences the date AFMA acknowledges receipt of an executed agreement and runs through to **31 December 2012**. Thereafter, this agreement will automatically renew each calendar year unless:

- AFMA receives written notice of termination from the USER thirty (30) days prior to the annual renewal date (1 January of the following year); or
- AFMA decides in its absolute discretion to not renew the agreement.

AFMA will advise the relevant approved vendor/s of USER's authorised access to the service following receipt of a signed copy of this agreement.

#### 6. Changes in the Service

AFMA reserves the right to change the format, content and/or delivery method of the AFMA BBSW rates from time to time without advance notice.

#### 7. Intellectual Property Rights

All information and material contained on the AFMA BBSW rates pages is, and remains, proprietary to AFMA. USER has no rights to the AFMA BBSW rates except as expressly stated in this agreement.

#### 8. Governing Law and Jurisdiction

The laws of New South Wales, Australia, govern this agreement. Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.