



Subscription agreement

Subscriber	
For EU subscribers, VAT number (if applicable)	

1. Contact details

First Name	
Last Name	
Designation / Role	
Postal Address	
Town / City	
Postal Code	
Region / State / County	
Country	
Telephone	
Email	

2. Billing contact details

First Name	
Last Name	
Designation / Role	
Postal Address	
Town / City	
Postal Code	
Region / State / County	
Country	
Telephone	
Email	

3. Subscription details

Subscription Type	Quantity	Annual Fees
Subscription		€
Country (if Country Subscription, Medium-size Country Subscription or Enterprise Subscription)		

4. Affiliates

Please list the affiliates, if any.

5. Data providers

Provider	Identifier

Terms and Conditions

1. The Service

The European Money Markets Institute provides the Subscriber with the right to access the Data Package via information vendors. The access granted to the Subscriber depends on the subscription type selected by the Subscriber.

2. Subscription Type

- A. **Global Subscription**
Worldwide access for an unlimited number of Users employed by the Subscriber*.
- B. **Country Subscription**
Access for an unlimited number of Users employed by the Subscriber* within one country.
- C. **Medium-size Country Subscription**
Access via screen-based services for up to 12 Users employed by the Subscriber within one country**.
- D. **Single Screen Subscription**
Access via screen-based services for a single User employed by the Subscriber**.
- E. **Enterprise Subscription**
Access via non-screen data usage through Enterprise applications by the Subscriber* within one country.
- F. **Historical Data Subscription**
Access to historical and timeseries data***.

* Affiliates of the Subscriber subscribing to a Global Subscription, a Country Subscription or Enterprise Subscription are also covered by the subscription.

** Medium-Size Country Subscribers and/or Single Screen Subscribers shall provide a statutory declaration upon The European Money Markets Institute's written request pursuant to the template set out in Schedule 1.

*** Historical Data Subscription is available in combination with Medium-size Country and Single Screen Subscriptions (C and D) under this Agreement.

3. Definitions

- **"Affiliate"** means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.
- **"Confidential information"** means any and all information non-public commercial or technical information, written or oral, regardless of whether such information has been marked as confidential, restricted or an equivalent term.
- **"Derived Data"** is any data that is created by the Subscriber, in whole or in part from the Data Package and that cannot be (1) readily reverse-engineered to recreate the Information or (2) used to create other data that is a reasonable facsimile for the Data Package.

- **“Historical Data”** is data that is at least 24 hours old and it is aggregated to represent a time series of data to cover a period of time between two dates.
- **“Subscriber”** is an entity that receives Data Package via a Vendor, for the purposes of using it internally.
- **“User”** means each individual that has access to the Data Package, regardless of the technical means via which the said individual has access to the Data Package. For example, if five individuals have access to the Data Package via the same data feed, there are five Users. If a single individual accesses the Data Package via two different information vendors, the total number of Users is one.

4. Data Package

- 4.1 The Data Package consists of live data (data available within the first 24 hours of their publication) provided by The European Money Markets Institute.
- 4.2 If the Subscriber intends to distribute and commercialize to third parties the Derived Data, which was created from the subscribed Data Package, the Subscriber must sign a Derived Data License Agreement.

5. Subscription Fees

- 5.1 The current annual subscription fees (excluding all applicable taxes) for the Data Package are the following:

Subscription type	Annual fee (2024)
Global Subscription	€47 200
Country Subscription	€11 800
Medium-size Country Subscription	€5 900
Single Screen Subscription	€590
Enterprise Subscription	€8 300
Historical Data Subscription	€590

- 5.2 The annual subscription period is from 1 January to 31 December. A pro-rata subscription fee will apply for agreements that do not start on 1 January based on the number of days of the year that have already started.
- 5.3 Subscription fees are subject to annual review by The European Money Markets Institute. The Subscriber shall be notified in writing about the review of subscription fees at least sixty (60) calendar days in advance.
- 5.4 The Subscriber acknowledges and accepts that it shall be solely responsible for any and all costs or expenses associated with its use and access to the Services. Subscriber will, at its own cost and expense, provide all the equipment, operating platforms, software (including web browser), and connectivity needed to use the Services.
- 5.5 The Subscriber shall pay the Fees, without any right of deduction or set-off, within the term indicated on the fee notes, but by no means later than thirty (30) calendar days after receipt of the fee notes. Subscription fees are payable annually in advance, and The European Money Markets Institute will invoice the Subscriber directly.

- 5.6 Late payments of invoices will automatically incur interest at the legal interest rate for late payments for commercial transactions under Belgian law without the need to send any notice. Any interest accrues from the due date to the date of payment, calculated on a daily basis. Subscriber's failure to pay amounts when due, constitutes a material breach. In addition to all other rights and remedies available to The European Money Markets Institute at law, The European Money Markets Institute also may suspend the delivery of the Services or any component thereof for as long as any amount remains unpaid after such thirty (30) calendar day period.
- 5.7 From the commencement date of this Agreement, NO PAYMENT WILL BE DUE TO YOUR CURRENT INFORMATION VENDOR IN RESPECT OF THE DATA PACKAGE.

6. Changes in Subscription Types or Contact Details

- 6.1 In case the Subscriber wishes to upgrade or downgrade the number of Single Screen Subscription that it uses, the Subscriber must send an amendment form to the Subscription Team by using the following email address (subscriptions@emmi-benchmaks.eu). A template of the amendment form is included in Schedule 2.
- 6.2 In case the Subscriber wishes to change the type of its subscription, the Subscriber must send an amendment form to the Subscription Team by using the following email address (subscriptions@emmi-benchmaks.eu). A template of the amendment form is included in Schedule 3.
- 6.3 The subscriber must inform The European Money Markets Institute of changes to the Contact Details and/or Billing Details at least ten (10) calendar days before those changes take effect. The Subscriber must confirm that the Contact Details and Billing Details are correct every time the agreement is renewed.

7. Changes in the Data Package

The Parties agree that The European Money Markets Institute has the right to unilaterally modify the content of the Data Package, including but not limited to addition or removal of benchmarks, data or products without advance notice. If the Data Package is modified, The European Money Markets Institute will inform the Subscriber of the changes and the reason (which shall not be of an arbitrary nature) for the changes in due time. In case it does not agree with the changes in the Data Package, the Subscriber has the right to terminate this Agreement under clause 9.5.

8. Use Restrictions

- 8.1 Authorised Use of the Data Package
The Subscriber is authorised to:
- a) access and use and retrieve the Data Package for internal purposes only; or
 - b) without prejudice to the second paragraph of this clause 8, use insubstantial amounts of data from the Data Package when such data is incorporated in value added reports supplied to clients on an infrequent and non-systematic basis as part of the Subscriber's ordinary course of business and provided that the clients are not charged directly or indirectly for those reports.
- 8.2 Unauthorised Use of the Data Package
In respect to each Subscription pursuant to this Agreement, the Subscriber agrees that it shall not,

and shall procure that each User shall not, do any of the following in respect to the Data Package it is subscribed to:

- a) communicate, distribute, circulate or publish the Data Package;
- b) commercially exploit of the Data Package in any form or by any method;
- c) provide access to any third party who is not a User under this Agreement;
- d) use the Data Package as an underlying benchmark in any financial instrument or to commercially exploit the created Derived Data to third parties (including but not limited to index and benchmark creation) without signing first a Derived Data License Agreement;
- e) use Enterprise access without subscribing to the Enterprise, Country, or Global Subscription.

9. Term and Termination

- 9.1 This Agreement will commence on [.....]. The European Money Markets Institute will advise the relevant Information Vendor(s) of the subscription to The European Money Markets Institute following receipt of a signed copy of this Agreement.
- 9.2 This Agreement will apply as of 1 January unless a different start date is set out in the clause 9.1. A pro-rata subscription charge will apply for agreements signed part way through the subscription year as indicated in the clause 5.2. This Agreement will automatically renew on 1 January of each year for a one (1) year period unless terminated by either EMMI or the Subscriber prior to 1 November of the preceding year by a written notice to the other party.
- 9.3 The European Money Markets Institute may terminate this Agreement immediately without any compensation if the Subscriber (or any of its Users) has:
 - a) failed to provide a statutory declaration on the use of the Data Package as foreseen in the clause 2 and Schedule 1 and has failed to implement requirements set in clause 2 within thirty (30) calendar days after the receipt of The European Money Markets Institute's request in writing to do so; and/or
 - b) breached the clause 8 of this Subscription Agreement and has failed to implement requirements set in the clause 8 within thirty (30) calendar days after the receipt of The European Money Markets Institute's request in writing to do so;
 - c) been convicted of a crime, has become subject to sanctions, is involved in human rights abuses or has become involved in any situation which in the reasonable opinion of The European Money Markets Institute is likely to have a negative effect on the reputation of The European Money Markets Institute, the Service or any other aspect of The European Money Markets Institute's business.
- 9.4 The European Money Markets Institute may terminate this Agreement if it becomes unlawful due to changes of laws or regulatory requirements. In this event, Subscriber will receive pro-rata compensation of the paid fee under this Agreement.
- 9.5 The Subscriber may terminate this Agreement upon thirty (30) calendar days prior notice in case The European Money Markets Institute modifies the Data Package as described in clause 7 and the changes to the Data Package are of a nature to reasonably impact the Subscriber. In this event, the Subscriber will receive pro-rata compensation of the paid fee under this Agreement.
- 9.6 Either party may terminate this Agreement if the other party commits a material breach of this Agreement and has failed to remedy the breach within thirty (30) calendar days after the receipt of a request in writing to do so.
- 9.7 Written notice shall be provided by sending an email to the following addresses: subscriptions@emmi-benchmarks.eu if the notice needs to be provided to The European Money Markets Institute and to the email address provided by the Subscriber under contact details on the front-page if the notice needs to be provided to the Subscriber.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE EUROPEAN MONEY MARKETS INSTITUTE IS NOT LIABLE FOR (I) THE ACCURACY OR TIMELINESS OF THE DATA PACKAGE AND (II) ANY DAMAGES SUFFERED BY A SUBSCRIBER OR ANY OTHER PERSON, ARISING FROM THE USE OF OR RELIANCE ON THE INFORMATION CONTAINED IN THE DATA PACKAGE.

11. Intellectual Property Rights

All information and data contained in the Data Package is, and remains, the property of The European Money Markets Institute, and is subject to intellectual property protection (including but not limited to trade secrets and copyright). Nothing in this Agreement shall be construed as either party transferring or granting a license on its intellectual property rights to the other party.

12. Confidentiality

Each party (receiving party) must keep the confidential information of the other party (disclosing party) confidential and must not, without the consent of the disclosing party, disclose it to any other person (except for officers, employees, advisers and subcontractors of the receiving party who need to know and then only to the extent that they need to know) nor use it for any purpose other than as permitted under or in the performance of this Agreement.

The parties agree that confidential information includes (but is not limited to) any information or data contained in the Data Package.

13. Force Majeure

Neither party will be considered in default as a result of its delay or failure to perform its obligations under this Agreement when the delay or failure arises out of causes beyond that Party's reasonable control. Causes may include acts of God or a public enemy, acts of the state or the government in its sovereign or contractual capacity, compliance with any law or governmental order, rule, regulation or direction, fires, floods, epidemics, pandemics, strikes, and unusually severe weather; in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the Party claiming a force majeure event to excuse its performance.

14. Data protection

When The European Money Markets Institute processes personal data relating to the Subscriber (legal person) and its employees in order to perform its obligations under this Agreement, The European Money Markets Institute shall be considered as the data processor for this processing and the Subscriber shall be considered as the data controller for such processing. In this case, The European Money Markets Institute shall:

- a) process personal data only on documented instructions from the Subscriber, by signing this Agreement the Subscriber gives permission to The European Money Markets Institute to process the personal data it provides to The European Money Markets Institute in line with this Agreement and The European Money Markets Institute's Privacy Notice (available on The European Money Markets Institute's website, emmi-benchmarks.eu);

- b) ensure that persons authorized to process personal data have committed themselves to obligations of confidentiality or are under an appropriate statutory obligation of confidentiality;
- c) adopt, implement and maintain appropriate technical and organizational measures so as to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data;
- d) engage information vendors as sub-processors;
- e) not engage a sub-processor without the prior written consent of the Subscriber. The Subscriber hereby gives prior written consent for the use of information vendors as sub-processors. The European Money Markets Institute will ensure that any authorised sub-processor shall comply with the obligations under this article and The European Money Markets Institute shall be liable to the Subscriber for any non-compliance by its sub-processor with the data protection obligations;
- f) assist the Subscriber in responding to requests for exercising the rights of data subjects;
- g) assist the Subscriber in complying with its obligations under data protection law, in particular under articles 32 to 36 of the EU General Data Protection Regulation;
- h) make available to the Subscriber information necessary to demonstrate compliance of The European Money Markets Institute with obligations under this article, and allow for audits by the Subscriber to verify such compliance, and
- i) at the choice of the Subscriber, delete or return all the personal data to the Subscriber after the end of the provision of services relating to processing, and delete existing copies unless when applicable law requires storage of the personal data.

15. Governing Law and Jurisdiction

This agreement will be construed in accordance with and governed by Belgian law. The parties submit to the exclusive jurisdiction of the Brussels commercial courts.

16. Miscellaneous

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions or provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible.

No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement shall operate as a waiver of them, nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.

On behalf of whom I am authorized to represent for this type of transaction, I subscribe to the Data Package service to receive an access all The European Money Markets Institute's fee liable data as calculated and published by The European Money Markets Institute, and further confirm that I have read and accept the Terms and Conditions that appear above.

[Subscriber]

The European Money Markets Institute

By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

PLEASE SEND US YOUR SIGNED SUBSCRIPTION AGREEMENT BY SCANNING AND SENDING AN EMAIL TO subscriptions@emmi-benchmarks.eu

Schedule 1 – Statutory Declaration Template

LETTERHEAD OF COMPANY

Please copy this letter on the letterhead of your company

STATUTORY DECLARATION

To The European Money Markets Institute – subscriptions@emmi-benchmarks.eu

Subject: Statutory declaration on data usage

----- [Place, Date]

----- [Name of company] declares that during the calendar year -----, it has used ----- [number] of Single Screen Subscriptions and/or Medium-size country Subscription the details of which are as follows:

User ID/UUID/Email - Application ID & Name	Terminal 1	Terminal 2	RT Feed application	FTP Feed Application	Platform Application	Reporting Date	Comments
John Smith	x	x				31/10/2020	
Paul Martin	x					31/10/2020	
Hans Otto		x				31/10/2020	
Pepe Perez		x				31/10/2020	
Mario Rossi		x				31/10/2020	
Data License				x		31/10/2020	
Datascope				x		31/10/2020	
Bpipe			x			31/10/2020	
Murex					x	31/10/2020	
BlackRock Aladdin					x	31/10/2020	

Signature of company's authorised representative:

Name of company's authorised representative:

Schedule 2 – Amendment Form Template
Upgrade or downgrade the number of Single Screen Subscriptions

LETTERHEAD OF COMPANY

Please copy this letter on the letterhead of your company

AMENDMENT TO THE SUBSCRIPTION AGREEMENT

To The European Money Markets Institute – subscriptions@emmi-benchmarks.eu

Subject: Amendment of the subscription within the Subscription Agreement

----- [Place, Date]

----- [Name of company] wishes to amend its subscription as defined in the Subscription Agreement ----- [ID Number] between the European Money Markets Institute and ----- [Name of company].

As of ----- [Date], the new subscription will therefore include as many Single Screens as mentioned under “total number of Single Screens” in the table below [please fill in the table below with the adequate quantities].

Current number of Single Screens	-----
Single Screens to add	-----
Single Screens to remove	-----
Total number of Single Screens	-----

The remainder of the Subscription Agreement remains unchanged and in effect.

Signature of company's authorised representative:

Name of company's authorised representative:

Schedule 3 – Amendment Form Template
Change of type of subscription

LETTERHEAD OF COMPANY

Please copy this letter on the letterhead of your company

AMENDMENT TO THE SUBSCRIPTION AGREEMENT

To European Money Markets Institute – subscriptions@emmi-benchmarks.eu

Subject: Amendment of the subscription within the Subscription Agreement

----- [Place, Date]

----- [Name of company] wishes to amend its subscription type as defined in the Subscription Agreement ----- [ID Number] between the European Money Markets Institute and ----- [Name of company].

As of ----- [Date], the new subscription type should be a "-----" [please fill in the adequate reference code – see table below] as defined in Section 1 of the Terms and Conditions. If Country Subscription, Medium-size Country Subscription or Enterprise Subscription is chosen, the subscription will apply for ----- [Country].

Reference code	Subscription type
A	Global Subscription
B	Country Subscription
C	Medium-size Country Subscription
D	Single Screen Subscription
E	Enterprise Subscription
F	Historical Data Subscription

The remainder of the Subscription Agreement remains unchanged and in effect.

Signature of company's authorised representative:

Name of company's authorised representative: