

**Market Data Subscription Agreement****GBF203**

This Market Data Subscription Agreement is entered into on \_\_\_\_\_ by and between \_\_\_\_\_ (“Distributor”) and \_\_\_\_\_ (“you” or Market Data (defined below) in accordance with the following terms and conditions of this Market Data Subscription Agreement (this “Agreement”). This Agreement governs your access to receive and use the Market Data, and constitutes a binding legal agreement by and between Distributor and the user on behalf of itself and its company (each of Distributor and the Subscriber, a “Party” and collectively, the “Parties”)

**DEFINITIONS.**

(a) “Device” means any unit of equipment, fixed or portable, that receives accesses or displays Market Data in visible, audible or other comprehensible form.

(b) “Force Majeure Event” Means any flood, extraordinary weather conditions, earthquake or other act of God, fire, war, terrorism, insurrection, riot, labor dispute, accident, action of government, communications or power failures, or equipment or software malfunctions.

(c) “Person” means any natural person, proprietorship, corporation, partnership, Limited Liability Company or other organization.

(d) “Market Data” means information and data pertaining to listed and over the counter derivatives contracts (including without limitations swaps and futures) and options contracts or similar derivation instruments as well as index data and analytics data, Market Data may include, without limitation, opening and closing prices, high-low prices, settlement prices, current bid and ask prices, open interest information, last sale price, price limited, requests for quotations, fixing prices, data curves, estimated and actual volume data, contract specifications and fast or late messages. With respect to Subscriber’s obligations under this Agreement, Market Data also includes information, data and materials that convey information to Subscriber substantially equivalent to Market Data.

(e) “OTC Market Data” means Market Data relating to over the counter derivatives contracts.

**PROPRIETARY RIGHTS IN THE MARKET DATA.**

(a) Subscriber acknowledges and agrees that Chicago Mercantile Exchange Inc. and its affiliates (“CME” or “Exchange”) have exclusive and valuable property rights in and to the Market Data (or in the case of third party content providers who are licensing data through CME, such third party content provider has exclusive and valuable proprietary rights), that such Market Data constitute valuable confidential information, trade secret and/or proprietary rights of the Exchange, not within the public domain that such Market Data shall remain valuable confidential information, trade secrets and/or proprietary rights of the Exchange and that, but for this Agreement, Subscriber would have no rights or access to such Market Data.

(b) Subscriber acknowledges and agrees that disclosure of any Market Data, or any breach or threatened breach of any other covenants or agreements contained herein, would cause irreparable injury to the Exchange for which money damages would be an inadequate remedy. Accordingly, subscriber further acknowledges and agrees that the Exchange shall be entitled to specific performance and injunctive and other equitable relief from breach or threatened breach of any provision, requirement or covenant of this Agreement (including, without limitation, any disclosure or threatened disclosure of Market Data) in addition to and not in limitation of any other or equitable remedies which may be available.