



Bureau / ISV – FIX User ID request form Market Data

LME CLEAR LIMITED

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A private limited company. Registered in England no 07611628. Registered office as above.

[LME.COM/CLEAR](https://www.lme.com/clear)

1 Bureau / ISV FIX – User ID request from

The Bureau / ISV listed in this form requests access as a FIX User to the Market Data (as defined below).

This form must be completed and signed by an authorised signatory of the Bureau / ISV that requires a FIX User ID.

Please return a scanned copy of the completed form to: LMEclear.operations@lme.com and the original to the Relationship Management team, LME Clear Ltd, 10 Finsbury Square, London, EC2A 1AJ.

If the Bureau / ISV wishes to receive LME Clear Member Data over the FIX connection, the LME Clear Member will need to complete the 'Clearing Member Authorisation Form: Bureau/ISV – Member Data via FIX' to authorise LME Clear to send their data to their Bureau / ISV on their behalf.

Beaureau / ISV Details:	
Name of legal entity ("the firm")	

Beaureau / ISV FIX user Details:				
Name				
Telephone number				
Email address	Test	<input type="checkbox"/>	Production	<input type="checkbox"/>
Environment (tick as appropriate)	Test	<input type="checkbox"/>	Production	<input type="checkbox"/>
Action (tick as appropriate)				
Signature:				

If any of the details provided above change, please complete a new form which shall be dully filled in and signed by the Members authorised signatory.

Confidential security question and answer	
Default password reset question	
Default password reset answer	

LME Clear use only			
Bureau / ISV – FSMD User ID			
Bureau / ISV – FSME User ID			
Completed by		Date	



Terms and Conditions of the sublicense to use the Market data

1. In consideration of the Firm complying with the terms of this sublicense, LME Clear hereby grants the Firm a worldwide, non-exclusive and non-transferable licence to use the Market Data, but only to the extent necessary for the Firm to provide its business services as an independent software vendor to the Clearing Members of LME Clear.
2. The licence set out in this Form shall terminate with immediate effect if:
 - (a) the Firm ceases to provide any services to a Clearing Member of LME Clear;
 - (b) LME Clear gives notice to the Firm to this effect where the Firm (i) breaches the terms of this licence, and (ii) fails to rectify such breach within thirty (30) Business Days of being notified of such breach by LME Clear; or
 - (c) LME Clear ceases to have the necessary rights to provide this licence.
3. Notwithstanding this licence, the Firm acknowledges that, as between the parties, any Intellectual Property Rights in the Market Data remain the property of LME Clear or its licensors and nothing in this Agreement has the effect of assigning or transferring any title or Intellectual Property Rights in the Market Data to the Firm.
4. The Firm shall not:
 - (a) sell, lease, transfer, assign, sub-lease or in any way make the Market Data available to any third party other than a Clearing Member without the prior written consent of LME Clear;
 - (b) copy, transmit or distribute the Market Data to any third party other than a Clearing Member without the prior written consent of LME Clear;
 - (d) remove, erase or hide from view any copyright, trade mark, confidentiality or other proprietary notice, mark or legend appearing in the Market Data; or
 - (e) make any use of the Market Data which is not expressly permitted under the terms of the licence set out in this Form.
5. This Form is governed by and shall be construed in accordance with English law. The courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Form.
6. For the purposes of this Form, the following terms shall have the following meanings:

“Clearing Member” means a person admitted to use the LME Clear System as a clearing member of LME Clear;

“Market Data” shall mean any information in any form relating to the LME market, including, without limitation, market data prices, volumes, quotations, indices, time stamps, news, and other information relating to contracts and other instruments traded on any platform operated by the LME.

“LME” means the London Metal Exchange.

“LME Clear System” means the formal arrangements, rules and procedures operated by LME Clear and the services provided by it for the clearing and settlement of contracts, as described in the Rules and the Procedures (each as amended from time to time) as published from time to time by LME Clear.



“Intellectual Property Rights” means patents, trade marks, rights in logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, trade secrets, inventions, rights in know-how and other intellectual property or proprietary rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect to the foregoing which may now or in the future subsist in, apply to or are enforceable in, any jurisdiction in the world.

Signed by ISV / Bureau Signatory:

Name of signatory			
Position / Title			
Signature		Date	

