

即時行情服務申請/終止表

客戶賬戶：

客戶名稱：

 所在地區： 中國大陸 香港 台灣 其他地區，請注明：

即時行情項目	訂閱 ^B /每月每終端收費		終止 ^C
1.芝商所集團 CME Group	非專業人員 ^A	專業人員	-
芝加哥商業交易所 Chicago Mercantile Exchange(CME)	<input type="checkbox"/> 5 美金	<input type="checkbox"/> 105 美金	<input type="checkbox"/>
芝加哥期貨交易所 Chicago Board of Trade(CBOT)	<input type="checkbox"/> 5 美金	<input type="checkbox"/> 105 美金	<input type="checkbox"/>
紐約商業交易所 New York Mercantile Exchange(NYMEX)	<input type="checkbox"/> 5 美金	<input type="checkbox"/> 105 美金	<input type="checkbox"/>
紐約商品交易所 Commodity Exchange(COMEX)	<input type="checkbox"/> 5 美金	<input type="checkbox"/> 105 美金	<input type="checkbox"/>
四個交易所(CME& CBOT& NYMEX& COMEX) 組合訂閱	<input type="checkbox"/> 15 美金	<input type="checkbox"/> 420 美金	<input type="checkbox"/>
2.洲際交易所 Intercontinental Exchange(ICE)	-		-
ICE Futures U.S.	NYBOT 農產品、美元指數及 ECBOT 貴金屬		<input type="checkbox"/> 118 美金
ICE Futures Europe-Commodities	LPE 布蘭特期油		<input type="checkbox"/> 118 美金
ICE Futures Europe-Financials	LIFFE 英國富時指數		<input type="checkbox"/> 118 美金
3.歐洲期貨交易所 Eurex Exchange(Eurex)			-
專業用戶(Professional Users)			<input type="checkbox"/> 52 歐元
個人用戶 (Private Individuals)[定義①] (中國大陸及非亞洲地區使用資料)			<input type="checkbox"/> 12 歐元
個人使用者(Private Individuals)[定義①] (亞洲地區除中國大陸地區使用資料)			<input type="checkbox"/> 1 歐元
4.香港交易所 Hong Kong Exchange(HKex)	<input checked="" type="checkbox"/> 現時免費		<input type="checkbox"/>
5.倫敦金屬交易所 London Metal Exchange(LME)	<input checked="" type="checkbox"/> 現時免費		<input type="checkbox"/>
6.新加坡亞太交易所 Asia Pacific Exchange-APEX	<input checked="" type="checkbox"/> 現時免費		<input type="checkbox"/>
7.東京商品交易所 Tokyo Commodity Exchange(TOCOM)	<input checked="" type="checkbox"/> 現時免費		<input type="checkbox"/>
8.新加坡交易所 Singapore Exchange (SGX) 指數合約	<input type="checkbox"/> 90 新加坡元		<input type="checkbox"/>
9.新加坡交易所 Singapore Exchange (SGX) 商品合約	<input type="checkbox"/> 20 新加坡元		<input type="checkbox"/>
10. 馬來西亞衍生品交易所 Bursa Malaysia Derivatives(BMD)	<input checked="" type="checkbox"/> 現時免費		<input type="checkbox"/>
費用支付方式： 每月最後一個工作日自客戶權益中扣除下一個月月費 收費合計： 美金 ^D /月			
注： A.客戶需要填寫《非專業人員自我證明書》以確認為非專業人員(Non-Professional)[定義②]； B.我司每月於最後一個工作日進行費用計提，客戶需確保帳戶內有足夠可用資金用來扣除下月行情收費； C.若取消行情訂閱，客戶需提前一個月進行書面申請，請填寫本表格，簽署並提交正本至中大香港； D.收費統一以美金計算，其他幣種之行情費用將換算成美金進行計提。若帳戶內資金低於所需收費金額且客戶並未聲明繼續訂閱，將自動取消行情訂閱安排而不做另行通知；			
客戶確認			
1.本人/吾等確認，本人/吾等已獲邀閱讀《行情資料訂閱協定》，本人/吾等對此協議無異議。本人/吾等明白，在《行情資料訂閱協定》下所收取之費用係由中大香港依據相關交易所之行情訂閱規則收取，並非從該等行情訂閱服務中獲取利益。 2.本人/吾等謹此確認申請開通/取消上述已勾選之即時行情服務。 3.如本人申請開通即時行情服務，本人/吾等同意及授權貴司依據上述注 B 及注 D 之訂明形式在本人/吾等期貨及期權帳戶內扣除相應款項。			
客戶簽署及/或蓋章：		日期(年/月/日)：	
以下僅供中大(香港)填寫			
	審核	錄入	複查
簽署			
日期(日/月/年)			

附件一 定義

①歐交所 (Eurex) 對於“個人用戶 (Private Individuals)” 的定義原文如下：

(來源： General Terms and Conditions to the Market Data Dissemination Agreement of Deutsche Börse AG)

13 Private Individuals

13.1 If the Price List contains specific preferential fees for the dissemination of Licensed Information to Private Individuals, such preferential fees shall only apply to those Subscribers which satisfy all the criteria set forth below:

- a) The Subscriber is a natural person;
- b) the Subscriber does not operate a credit institution or financial services institution;
- c) the Subscriber will use the Information exclusively for his/her private purposes, such as, in particular, the management of his/her own private assets;
- d) the Subscriber will not use the Information for business purposes, such as commercial securities trading or the professional management of third-party assets, or for his/her activities with a credit institution, a financial services institution or any other company which is subject to any domestic or foreign banking, stock exchange, securities trading or investment supervision;
- e) the Subscriber will also not use the Information in any other manner for the purposes of third parties, such as, for instance, the non-professional management of third-party assets or within the framework of a non-commercial investment club; and
- f) the Subscriber will not distribute the Information onward to third parties and will not make the Information available to third parties, in particular such third parties which do not qualify as Private Individuals.

(以下中文翻譯僅供參考，如與英文版本意思不同，則以英文版本為準。)

13 個人用戶

13.1 如果價格列表中包含了針對個人使用者使用許可資訊的

相關優惠費用，則該等優惠費用僅適用於符合以下條款要求之訂閱人：

- a) 訂閱人為自然人；
- b) 訂閱人並非經營一個信用機構或金融服務機構；
- c) 訂閱人僅將市場資料用於訂閱人的私人用途，比如，用於管理訂閱人的自有財產；
- d) 訂閱人不可將市場資料用於商業用途，例如通過接受任何本國或外國銀行/證券交易所/證券交易或投資監管機構的監管的信用機構或金融服務機構或其他形式的公司來進行以商業目的的證券交易，或專業協力廠商資產管理，或僅為其個人活動；
- e) 訂閱人不得以任何形式（例如非專業協力廠商資產管理或者非商業投資俱樂部）以任何目的使用市場資料，以及；
- f) 訂閱人不得將市場資料分發給協力廠商，以及不得將市場資料提供給協力廠商，尤其在該協力廠商本身無法認定為“個人使用者”的情況下。

②芝商所 (CME Group) 對於非專業人員

(Non-Professional) 的定義原文如下：

(來源： MARKET DATA LICENSE AGREEMENT—Exhibit A to Schedule 4: Non-Professional Self-Certification Form)

Non-Professional shall mean and include either (i) an individual, natural person Subscriber(s) who, or (ii) certain small business entities (limited liability companies, partnerships, trusts or corporations) that, receive and use Information (excluding any pit traded data), in each case subject to the following restrictions:

The Non-Professional Subscriber must:

- (a) have an active futures trading account;
- (b) be an individual, natural person or small business entity

The Non-Professional Subscriber must not:

- (c) be a member (or hold or lease any type membership) of any exchange;
- (d) be registered or qualified as a professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any financial regulatory authority
- (e) be acting on behalf of an institution that engages in brokerage, banking, investment, or financial activities

The Non-Professional Subscriber's Use of Information must:

- (f) be solely for the Subscriber's personal or private use;
- (g) be limited to managing the Subscriber's own assets, and not be used in connection with the management of any assets of any third party(ies) in any capacity

The Non-Professional Subscriber's Access to Information must only

(h) be via a maximum of two trading terminals per Distributor, permissioned for Real-Time Information and capable of routing orders to the CME Globex Platform (an "Order Routing Device")

Any Subscriber who does not meet the qualifications of a Non-Professional Subscriber will be considered a Professional Subscriber.

(以下中文翻譯僅供參考，如與英文版本意思不同，則以英文版本為準。)

非專業人員是指並包括獲得和使用市場資料（不包括任何場內交易資料）並受到下列限制的(i)自然人訂閱人，或(ii)某些小型商業實體（有限責任公司、合夥、信託或法人）：

非專業訂閱人必須：

- (a) 擁有一個活躍的期貨交易帳戶；

(b) 為自然人或小型商業實體。

非專業訂閱人不得：

(c) 是任何交易所的會員（亦不得擁有或租用任何交易所的任何一類會員資格）；

(d) 是在任何證券交易所、商品交易所、期貨交易所、合約市場或者任何監管機構、專業協會或經認可的專業機構登記或獲得資格認證的專業交易員或投資顧問

(e) 代表從事經紀、銀行、投資或金融活動的機構行事

非專業訂閱人對市場資料的使用必須：

(f) 僅可將市場資料用於訂閱人的個人非商業用途；

(g) 使用市場資料的目的必須以管理訂閱人的自有財產為限，而且，其不得以任何身份將市場資料用於管理任何協力廠商的任何財產

非專業訂閱人對市場資料的獲取僅可：

(h) 從每一經銷商處獲取市場資料的管道不得超過兩（2）條；並且訂閱人只能在能將訂單傳送到 CME Globex 平臺的設備（“訂單傳送設備”）上流覽即時市場資料。

不符合非專業人員的資格條件或者屬於下述類型的任何訂閱人，均應被視為專業人員

附件二 行情資料訂閱協定

Market Data Subscription Agreement This Market Data Subscription Agreement (the "Agreement") is entered into by and between ZHONGDA (HONGKONG) Futures Limited ("Company") and the Client ("Subscriber"). This Agreement permits the Subscriber to access, receive and use certain Market Data (defined below) in accordance with the following terms and conditions of this Agreement. The Agreement governs Subscriber's access to receive and use the Market Data, and constitutes a binding legal agreement by and between the Company and the Subscriber (collectively the "Parties").

行情資料訂閱協定（“此協定”）由中大（香港）期貨有限公司（“公司”）與客戶（“訂閱者”）訂立。此協定允許訂閱者根據此協定中的條款與條件獲取、接收、使用特定的行情資料（定義見下文）。此協定管轄訂閱者對行情資料的接收及使用，並構成公司與訂閱者（“協定雙方”）之間的具法律約束力之協議。

1. 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. "Exchanges" means including but not limited to CME, CBOT, COMEX, NYMEX, ICE Futures Canada, ICE Futures Europe, ICE Futures U.S., and Deutsche Börse AG ("Eurex").
- c. "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.
- d. "Person" means any natural person, proprietorship, corporation, partnership, limited liability company or other organization.
- e. "Market Data" means information and data pertaining to listed derivatives contracts (including without limitations swaps and futures) and options contracts or similar derivative 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 prices, price limits, 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 the Agreement, Market Data also includes information, data and materials that convey information to Subscriber substantially equivalent to Market Data.
- f. "Traded Contracts" means contracts as traded on the Exchanges listed above and any corresponding indices published by the Exchanges.

1. 定義

- a. “設備”指任何以可視、可聽或其他形式以接收、接達、顯示行情資料設備單元（無論固定或便攜）。
- b. “交易所”指包括但不限於 CME, CBOT, COMEX, NYMEX, ICE Futures Canada, ICE Futures Europe, ICE Futures U.S. 及 Deutsche Börse AG（“Eurex”）等交易所。
- c. “不可抗力事件”指任何洪水，極端天氣情況，地震或其他天災，火災，戰爭，恐怖主義，暴動，騷亂，勞資糾紛，意外，政府行動，通訊或電力中斷，設備或軟體故障等。
- d. “人士”是任何自然人，獨資企業，股份公司，合夥企業，有限公司或其他組織。
- e. “行情資料”指有關交易所上市衍生品合約（包括但不限於掉期及期貨）以及期權合約或類似衍生工具之資料或資料連同指數資料及分析資料。行情資料可包括但不限於開市及收市價格，高低價格，結算價格，即時買賣價格，未平倉權益資訊，最後售出價格，價格限制，報價請求，固定價格，資料圖形，估計或實際交易量資料，合約規格以及提前或滯後的資訊。就訂閱者基於此協議的責任而言，行情資料亦包括實質上等同於行情資料所傳遞之資訊的資訊、資料及材料。
- f. “交易合約”指於上述交易所交易的合約及任何上述交易所發佈的相關指數

2. PROPRIETARY RIGHTS IN THE MARKET DATA

- a. Subscriber acknowledges and agrees that each of the Exchanges has exclusive and valuable property rights in and to its own Market Data, that such Market Data constitute valuable confidential information, trade secrets and/or proprietary rights of each of the Exchanges, not within the public domain, that such Market Data shall remain valuable confidential information, trade secrets and/or proprietary rights of each of the Exchanges at least until the Exchanges place their respective Market Data in the public domain or authorize placement of their respective Market Data in the public domain, 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 the breach or threatened breach of any provision, requirement or covenant of the Agreement (including, without limitation, any disclosure or threatened disclosure of Market Data) in addition to and not in limitation of any other legal or equitable remedies which may be available.

2. 行情資料所有權

- a. 訂閱者理解並同意，交易所對其行情資料有專屬所有權，以及該等行情資料構成具有價值的機密資訊、交易秘密及所有權，屬各自交易所，直至交易所將該等行情資料公開或授權公開，以及如非訂立此協議，訂閱者無法獲得該等行情資料。
- b. 訂閱者理解並同意，披露任何行情資料或違反此協定條款將對交易所造成無法修復之損害，該等損害並非金錢賠償可以彌補。因此，訂閱者同意，交易所對任何違反本協議條款或約定的（包括但不限於披露或意圖披露行情資料）有權採取具體履行、禁制措施及其他法律或衡平法許可的措施，以降低該等行為造成之損失。

3. RECEIPT OF MARKET DATA BY SUBSCRIBER

- a. The Agreement sets forth the terms and conditions under which Subscriber may use the Market Data. Subscriber acknowledges that, notwithstanding any agreement, each of the Exchanges may, in its discretion, discontinue disseminating Market Data or change or eliminate its own transmission method, speed or signal characteristics. In addition, Subscriber acknowledges and agrees that the Company or Exchange reserve the right to disapprove any Subscriber and to terminate any Subscriber's receipt of Market Data for any reason or no reason, in which event the Exchanges shall so notify the Company and the Company shall cease providing Market Data to Subscriber as soon as practicable.

3. 訂閱者接收行情資料

- a. 此協定訂明訂閱者使用行情資料之條款及條件。訂閱者同意，儘管有此協議，交易所仍可全權停止發佈行情資料或更改、取消其傳送方式、速率或信號特徵。此外，訂閱者同意公司或交易所保留不批准及終止（無論基於任何原因或不基於任何原因）訂閱者接收行情資料的權利，在此情況下，交易所將通知公司，並由公司於切實可行的情況下儘快停止提供行情資料予訂閱者。
- b. (i) Except as provided in Section 3b (iii) below, Subscriber will use Market Data only for its own internal business activities (excluding subsidiaries and affiliates) and only at the offices and locations and on the Devices designated by Subscriber in writing to the Company from time-to-time. The term "for its own internal business activities," as used in the immediately preceding sentence herein, means for Subscriber's (a) trading, for its own account or for the account of its customers (b) evaluating, for its own internal business decisions or (c) provision of advice to its customers on movements or trends in markets for derivative instruments, subject to all of the limitations set forth below in this sub-section.

(ii) Subscriber agrees that it will not communicate or otherwise furnish, or permit to be communicated or otherwise furnished, the Market Data, in any format, to any other

party or any office or location other than that designated above, nor allow any other party to take, directly or indirectly, any of the Market Data from such offices or locations, and will adopt and enforce any policy that is reasonable to prevent the Market Data from being taken therefrom. Subscriber specifically agrees, without limiting or varying its obligations under Section 7 herein or otherwise set forth in the Agreement, that Subscriber shall not use or permit another person to use any Market Data for the purposes of (a) creating derived data products based upon or derived from the Market Data, (b) determining or arriving at any price, including any settlement prices, for derivatives contracts, options on derivatives contracts, or like derivatives instruments traded on any exchange other than the Exchange and (c) for any other derived works that will be disseminated, published or otherwise used externally. Subscriber will abide by any other limitations on such use that any of the Exchange may specify from time to time. Subscriber will use its best efforts to ensure that its partners, officers, directors, employees and agents maintain sole control and physical possession of, and sole access to, Market Data received through Devices in Subscriber's possession.

(iii) Notwithstanding Sections 3b (i) and (ii) above, Subscriber may, in the regular course of its business, occasionally furnish, to each of its customers and branch offices, in a quantity restricted to that necessary to enable Subscriber to conduct its business. Such redissemination must be strictly limited to telephonic communications not entailing the use of computerized voice synthesis or any other technology and must be strictly related to the trading activity of Subscriber or any such recipients. Any such recipients must be advised by Subscriber that such quantities are proprietary and confidential information not to be disclosed or disseminated to other persons or entities. Subscriber agrees to make all reasonable efforts to ensure that such recipients abide by the provisions of the Agreement.

b.(i)除以下 3b(iii)段規定外，訂閱者僅可為其自身業務活動（不包括其附屬公司或聯屬公司）、於其辦公地點及處所、通過其不時書面通知公司的指明裝置使用行情資料。“為其自身業務活動”指：(a)為訂閱者自身帳戶或其客戶的帳戶進行交易；(b)訂閱者為其內部業務作決定所作之評估；(c)訂閱者向其客戶就衍生品市場的運作或趨勢提供意見（受本部分下述之限制條件約束）。

(ii)訂閱者同意，不可以任何方式向前述第 b(i)款以外之其他人士或其他辦公地點或處所提供行情資料，並且同意採取適當的政策以避免行情資料被盜用。特別地，訂閱者同意不可使用或允許他人使用行情資料以(a)基於行情資料創建衍生資料產品；(b)為衍生品合約，衍生品合約期權或交易所交易之衍生工具訂立任何價格（包括結算價格）；(c)生成其他產品所發佈、公開或外部使用。訂閱者會遵守交易所不時訂明的行情資料使用限制條件。訂閱者會盡力確保其合作夥伴，高級員工，董事，雇員及代理人通過訂閱者管有之裝置，擁有行情資料的完全控制權及接達權。

(iii)除上述第 3b(i)及(ii)規定外，訂閱者基於正常業務往來，可能會將必要及限量的行情資料提供予其客戶或分行。此等行情資料的二次分配僅可通過電話通訊方式傳送，而且不包括電腦合成語音之方式或任何其他技術，並須與訂閱者或接收方的交易活動緊密相關。訂閱者必須告知接收方，該等限量的行情資料為專屬的、機密的資訊，不可向其他人士披露或散播。訂閱者同意採用任何措施確保接收方遵守此協議的條款。

c.In the event that the Company has agreed to permit Subscriber to receive, access or display Market Data through means other than a Company-provided Device, Subscriber will use its best efforts to ensure that no other device, attachment or apparatus is used which may allow third parties not subject to Subscriber's obligations under Section 3b above to access the Market Data.

c.如公司同意訂閱者通過並非公司提供之設備接收、獲取或展示行情資料，訂閱者會盡其努力以確保不再有其他並非依據 3b 款訂閱者責任條款許可之其他設備、儀器或其他設施接入以獲取行情資料。

4.REPORTING

Subscriber agrees to furnish promptly to the Company, any information or reports that may be requested or required by any of the Exchanges as applicable and that is reasonably related to Subscriber's receipt of Market Data. Subscriber further agrees to furnish promptly to the Company any additional information or reports that may be required by the Company as it relates to Subscriber's receipt of Market Data.

4.報告義務

訂閱者同意按時向公司提交交易所合理要求並與訂閱者接收行情資料相關的資訊或報告，並且同意按時向公司提交公司所要求的其他與行情資料相關的資訊或報告。

5.RIGHT OF INSPECTION AND AUDIT

a.During regular business hours, any Persons designated by any Exchange may have access to Subscriber's offices or locations in order to observe the use made of the Market Data and to examine and inspect any Devices, attachments or apparatuses, as well as any books and records required to be maintained by Subscriber under Sections 3b and 4 in connection with its receipt and use of Market Data.

b.Subscriber will make prompt adjustment (including interest thereon at the rate of 1½% per month), to compensate the Company and Exchange if the audit discovers an under-reported use of the Market Data by Subscriber. In addition, at the election of any such Exchange, Subscriber will be liable for the reasonable costs of any audit that reveals a discrepancy in such Exchange's favor of five percent (5%) or more of the amount of fees actually due to such Exchange.

c.Subscriber shall maintain the records and books upon which it bases its reporting for CME, CBOT, COMEX and NYMEX Market Data for three (3) years following the period to which the records relate. Subscriber shall maintain the records and books upon which it bases the reporting for ICE Futures Canada, ICE Futures Europe, ICE Futures U.S., and Eurex for six (6) years following the period to which the records and books relate. In the event that Subscriber fails to retain such records and books as required above, Subscriber agrees to pay each Exchange's reasonable estimate of any discrepancy discovered pursuant to any such audit.

5.檢查及審計權利

a.在正常營業時間，交易所指定之任何人士有權進入訂閱者的辦公地點或其處所，以檢查使用行情資料的情況及與接收及使用行情資料（根據本協定第 3b 及 4 段）相關之設備，帳簿及記錄等。

b.如審計發現訂閱者低報使用行情資料情況的，訂閱者須及時調整並將按月繳付 1.5%利息以補償公司及交易所。此外，如審計發現訂閱者低報行情使用情況達 5%或以上，交易所所有權要求訂閱者負擔該審計之合理費用。

c.訂閱者須備存其彙報 CME, CBOT, COMEX 和 NYMEX 所基於的記錄及帳簿至少 3 年（自該等記錄有關時間起計）。訂閱者須備存其彙報 ICE Futures Canada, ICE Futures Europe, ICE Futures U.S.和 Eurex 所基於的記錄及帳簿至少 6 年（自該等記錄有關時間起計）。訂閱者同意，如未能按要求保留該等記錄及帳簿，須向交易所支付審計所發現之差異情況的合理估算金額。

6.MARKET DATA FEES.

Subscriber will pay the Company for the right to receive Market Data in accordance with the then-current fee schedule published by each of the Exchanges from time-to-time (including any and all applicable federal, state or local taxes). Each Exchange's fees are subject to modification by each of them at any time, without prior notice to Subscriber.

6.行情資料費用

訂閱者須按照交易所不時公佈的行情資料費用安排，向公司支付相應金額。交易所費用可能會不時變更，而無須提前通知訂閱者。

7.COVENANTS, REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER.

a.Subscriber covenants, represents and warrants that it is not engaged in the business of distributing Market Data and that, to its knowledge after reasonable inquiry, it is receiving the Market Data as authorized hereunder.

7.訂閱者的承諾、聲明及保證

a. 訂閱者承諾、聲明及保證其並非從事行情資料發佈的業務，訂閱者乃根據此協定獲授權獲取行情資料。

b. Subscriber agrees that it will not use or permit any other Person to use Market Data for any illegal purpose.

b. 訂閱者同意其自身或經其許可之其他人士不會使用行情資料作任何違法用途。

c. Subscriber agrees that it will not use Market Data in any way to compete with the Exchanges or the Company, nor use the Market Data in any way so as to assist or allow a third party to compete with the Exchanges or the Company.

c. 訂閱者同意，其自身或經其許可之其他人士不會以構成與交易所或公司競爭關係的方式使用行情資料。

d. Subscriber agrees that the provision of Market Data hereunder is conditioned upon Subscriber's strict compliance with the terms of the Agreement and that the Company or Exchange may, with or without notice and with or without cause, forthwith discontinue said service whenever in its judgment there has been any default or breach by Subscriber of the provisions hereof.

d. 訂閱者同意，行情資料的提供是基於訂閱者嚴格遵守此協議的條款，並且公司或交易所在訂閱者違約的情況下可立即停止該服務，無論是否通知訂閱者相關原因。

e. Subscriber further represents and warrants that (i) it has all necessary power and authority to execute and perform the Agreement; (ii) the Agreement is legal, valid, binding and enforceable against Subscriber; (iii) neither the execution of nor performance under the Agreement by Subscriber violates or will violate any law, rule, regulation or order, or any agreement, document or instrument, binding on or applicable to Subscriber or the Exchange; and (iv) its access to and use of the Market Data will be in accordance with all applicable state and local laws, regulations, and treaties.

e. 訂閱者進一步聲明及保證，(i) 其有權執行此協議；(ii) 此協議有法律效力及有效的，並對其有約束力及可執行力；(iii) 執行此協議並未違反任何訂閱者或交易所須遵守的法律、法規、命令或任何協議或檔；(iv) 其獲取及使用行情資料需符合適用的國家或地區法律、法規及條約規定。

8. DISCLAIMER OF WARRANTIES

Market data is provided, and subscriber agrees that the market data is provided, on an "as is," "as available" basis without warranties of any kind. Subscriber agrees that: the Company and its affiliates; exchange and its affiliates; and any of their respective members, directors, officers, employees or agents, and any licensor to exchange, do not make any representations or warranties, express or implied, with respect to the market data or the transmission, timeliness, accuracy or completeness thereof, including, without limitation, any implied warranties or any warranties of merchantability, quality or fitness for a particular purpose or use or non-infringement.

8. 免責聲明

訂閱者同意，行情資料均按照其可提供/可獲取的情況下提供，而不作任何保證。訂閱者同意，公司及其聯屬公司；交易所及其聯屬公司；及任何其他會員、董事、高級員工、雇員或代理人及交易所持牌人不會就行情資料及其傳輸、及時性、準確性及完整性作任何保證，包括對其可銷售性、品質或符合特別用途或非侵權作出的任何保證。

9. LIMITATIONS OF LIABILITY AND DAMAGES.

a. Subscriber agrees that: the Company and its affiliates; exchange and its affiliates; and their respective members, directors, officers, employees or agents and any licensor to exchange:

(i) do not guarantee the sequence, accuracy or completeness of the Market Data, nor shall any of them be liable to subscriber or any other person for any delays, inaccuracies, errors or omissions in Market Data, or in the transmission thereof, or for any other damages arising in connection with subscriber's receipt or use of market data, whether or not resulting from negligence on their part, a force majeure event or any other cause.

(ii) shall not be liable to subscriber or any other person or entity for any loss, liability or other damage, direct, indirect or consequential, arising out of or relating to the agreement and the Market Data thereunder, including but not limited to:

(a) any inaccuracy or incompleteness in, or delays, interruptions, errors or omissions in

the delivery of the Market Data; or

(b) any decision made or action taken or not taken by Subscriber, its customers or any other entities or any of their respective affiliates, directors, officers, employees or agents.

(c) loss of business revenues, lost profits or any punitive, indirect, consequential, special or similar damages whatsoever, whether in contract, tort or otherwise, even if advised of the possibility of such damages.

9. 責任及賠償限制

a. 訂閱者同意，公司及其聯屬公司；交易所及其聯屬公司；及其各自的會員、董事、高級員工，雇員或代理人及交易所授權人：

(i) 並不保證行情資料的連貫性、準確性及完整性，以及對行情資料或其傳輸過程中的任何延誤、誤差、錯誤或遺漏，或有關訂閱者接收或使用行情資料過程中的任何其他損失不負任何責任，無論是由於疏忽、不可抗力或任何其他原因。

(ii) 不會就有關此協定及行情資料所造成任何損失、責任或其他損害負責，包括但不限於：

(a) 行情資料傳輸過程中的任何誤差、不完整、延誤、中斷、錯誤或遺漏；

(b) 訂閱者、其客戶或其他實體或相關聯屬公司、董事、高級員工、雇員或代理人的任何決定及行為；

(c) 業務收入損失、利潤損失或其他懲罰性的、間接的、重大的損失，無論是基於合同、侵權或其他，

即使該等人士已獲告知此等損失之可能性。

b. Subscriber expressly acknowledges that the Company, Exchange and its affiliates do not make any warranties, express or implied, to Subscriber or any third party with respect to the Agreement and the Market Data, including, without limitation, any warranties as to the results to be obtained by Subscriber or any third party in connection with the use of the Market Data.

b. 訂閱者明確同意公司、交易所及其聯屬公司並不就此協定及行情資料作任何保證，包括但不限於保證有關訂閱者及任何協力廠商使用行情資料獲得特定結果。

c. If the foregoing disclaimer and waiver of liability, or any part thereof, should be deemed invalid or ineffective, the cumulative liability of the Company, Exchange, and their respective affiliates, directors, officers, members, employees and agents shall not exceed the actual amount of loss or damage, or the sum of fifty dollars (\$50.00), whichever is less.

c. 如前述免責聲明及條款被視作無效，公司、交易所及其各自的聯屬公司、董事、高級員工、會員、雇員或代理人所累積的責任不應超過實際損失金額，或 50 美元，以兩者中較低者為準。

10. TERM AND TERMINATION.

Subject to Subscriber's strict compliance with the provisions of this Agreement, the provision of Market Data by any of the Exchanges hereunder will continue in force during the term of the agreement between Subscriber and the Company and any renewal term thereof. In addition, it is understood that the provisions set forth in Sections 2a and 2b of this Agreement shall survive the termination of this Agreement.

10. 協定期及協定的終止

在訂閱者嚴格遵守此協議條款的前提下，交易所將根據訂閱者與公司之間的協議期及其後之續期提供行情資料服務。此外，即使此協議終止，第 2a 及 2b 段之條款仍持續有效。

11. INDEMNIFICATION

Subscriber will indemnify, defend and hold the Company and Exchange, and their respective affiliates, directors, officers, employees and agents harmless from and against any and all claims arising out of or in connection with the Agreement, including, without limitation, any liability, loss or damages (including, without limitation, attorneys' fees and other expenses) caused by any inaccuracy in or omission from, Subscriber's failure to furnish or to keep, or Subscriber's delay in furnishing or keeping, any report or record required to be kept by Subscriber hereunder.

11. 免賠條款

訂閱者就此協議相關或所致的任何及全部索賠，包括但不限於由於訂閱者無法履行、延誤履行報告或備存記錄要求、或報告及記錄中的任何誤差及遺漏而所導致的任何責任、損失（包括律師費用或其他開支），而免除公司及交易所及其有聯繫實體、董事、管理層、雇員及其代理的責任，使其免受損害。

12. MISCELLANEOUS.

a. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Parties submit to the exclusive jurisdiction of the courts of Hong Kong. Any action arising out of the Agreement between CME, CBOT, COMEX and NYMEX and the Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois. Any action arising out of this Agreement between ICE Futures Canada, ICE Futures Europe, ICE Futures U.S and Subscriber shall be governed

and construed in accordance with the internal laws (and not the law of conflicts) of the State of New York. Any action arising out of the Agreement between Eurex and the Subscriber shall be governed and construed in accordance with the laws of the Federal Republic of Germany and the UN Convention on Contracts for the International Sale of Goods. Exclusive place of jurisdiction for disputes deriving from or in connection with the Agreement shall be Frankfurt; however, Eurex shall be entitled to sue the Contracting Party also at its general place of jurisdiction.

12. 雜項條文

a. 此協定將根據香港法律解讀，協議雙方受香港法院的專屬管轄權管轄。由此協議引起的 CME、CBOT、COMEX 和 NYMEX 交易所與訂閱者之間的法律行動受美國伊利諾州法律管轄，並根據伊利諾州法律解讀。由此協議引起的 ICE Futures Canada、ICE Futures Europe、ICE Futures U.S 與訂閱者之間的法律行動受美國紐約州法律管轄，並根據紐約州法律解讀。由此協議引起的 Eurex 與訂閱者之間的法律行動受法蘭克福法院管轄（這並不排除 Eurex 在訂閱者所在地法院起訴），及根據德意志聯邦共和國法律及歐盟有關商品國際銷售的有關合約解釋。

b. Subscriber may not assign all or any part of the Agreement without the prior written consent of the Exchanges and the Company (as applicable)

b. 訂閱者不得將此協定的全部或部分轉移，除非事先獲得交易所及公司的書面同意。

c. Subscriber may not modify or amend the terms of the Agreement

c. 訂閱者不得擅自修改或修訂此協議的條文。

d. In the event of any conflict between the terms and conditions of the Agreement and any other agreement relating to Subscriber's receipt and use of Market Data, the terms and conditions of the Agreement will prevail. If, for any reason, one or more provisions of the Agreement or part thereof is held invalid, the other provisions of the Agreement, or parts thereof, shall remain in full force and effect.

d. 如此協議的條款及條件與訂閱者其他行情資料相關協定存在衝突，則以此協議中的條款及條件為準。如基於任何原因，協議的一項或多項條款被作廢，其他條款仍有效。

e. This Agreement is written in both English and Chinese languages and both texts are equally effective. The English version shall prevail where any discrepancy arises.

e. 此協議以英文及中文編寫，具有同等法律效力。如中文及英文版本之間存在差異，則以英文版本為準。