

**Real-time Quote Services Subscription Form and Agreement (Only for Futures of CME Group)**
**即時報價服務申請表 (期貨-美國芝加哥商品交易所集團)**

(Please tick the appropriate 請在適當位置填上✓)

Real Time Quote Services of CME Group 即時報價服務-芝加哥商品期貨交易所集團	
Esunny- Including Market-Depth 實時報價 - 包括市場深度	<input type="checkbox"/> 非專業人士 月費 USD 20/month
Esunny- Including Market-Depth 實時報價 - 包括市場深度	<input type="checkbox"/> 專業人士 月費 USD 420/month

**Terms & Conditions and Disclaimers 條款及條件與聲明**

1.	Investment in the financial market involves risks; prices may go up or down. 投資於金融市場具一定風險，投資價格可升可跌。
2.	Client must give one-month prior written notice in order to terminate the above service or the Client will have to pay a service fee of one month even if the period of usage is less than a month. 客戶若欲終止以上計劃，須於一個月前以書面通知本公司，否則使用期不足一個月者，亦須繳付整月服務費用。
3.	Eddid Securities and Futures Limited reserves the right to amend the above service plans and service charges without further notice. 艾德證券期貨有限公司保留日後更改以上計劃及服務之權利及收費，恕不另行通知。
4.	Client acknowledges that he/she understands and agrees with all the terms and condition contained in <b>Appendix II – Market Data Subscription Agreement and has duly executed it.</b> 客戶確認清楚明白及同意附件 II 有關申請市場報價服務之條款及細則，並於附件 II 上簽署。
5.	All related parties declare that they have exclusive rights and interests over all published materials. Client understands that no guarantee is made to the timeliness, priority, accuracy or integrity of all market data. Neither Eddid Securities and Futures Limited nor any data publisher will or shall be held responsible for any deviation, error, lag, omission or interruption in the transmission of any data, information or message as a result of any negligence, act of God or act beyond reasonable control. 各參與證券交易所或協會宣稱其向發佈有關數據各方所提供之一切市場數據擁有專有權益。客戶明白，概無一方擔保市場數據或任何其他市場資料之及時性、先後次序、準確性或完整性。因艾德證券期貨有限公司或任何發佈數據一方之任何疏忽行動、不可抗力事件或任何發佈數據一方不能合理控制之其他原因而造成之數據、資料、訊息或其傳送或交付而出現之偏差、錯誤、延誤、遺漏或干擾，艾德證券期貨有限公司或任何發佈數據一方均無須負責。
6.	Eddid Securities and Futures Limited, Chicago Mercantile Exchange Inc and its affiliates (“CME” or “Exchanges” – including CBOT, NYMEX, COMEX and CME Europe) make every endeavour to provide accurate and reliable information while making no guarantee as to the accuracy of the information provided. The foregoing parties will and shall not be held responsible for any loss or damage as a result of inaccurate information provided, lag in data transmission and/or reliance on any service provided in relation thereto. 艾德證券期貨有限公司，芝加哥商品交易所及相關交易所竭力提供準確而可靠的資料，但並不保證資料絕對無誤。以上公司等概不負責任何資料錯漏、資料傳送時差或任何因依賴有關服務導致客戶獲取之實時報價而蒙受之損失。
7.	Client acknowledges that Real Time Quote Service is for Client’s personal use only and any information provided should not be transferred to any third parties. 客戶確認所有實時報價服務僅供個人使用，不得因任何理由而將任何數據提供予其他人士。
8.	Monthly Fee will be deducted from Client’s Futures Account. 月費將於客戶之期貨賬戶內扣除。
9.	Client acknowledges and consents to Eddid Securities and Futures Limited providing relevant information to the service provider or any relevant third parties for identity verification purposes. 客戶必須同意本公司將有關資料提交予服務供應商或任何相關之第三方作為身份核實之用。
10.	Client needs to ensure that there is available balance at USD in Futures Account for the fee deduction. If not, there is extra interest for credit balance of the account by Eddid Securities and Futures Limited. 客戶必須確保期貨戶口內須有足夠美金以扣除報價月費。艾德證券期貨有限公司有權收取客戶因戶口負數衍生之利息。

**Client’s Information 客戶資料**

Name of Account Holder 戶口持有人名稱:	(the “Subscriber”)	
Futures Account Number 期貨賬戶號碼:	Contact No. 聯絡電話:	Email Address 電郵地址:

Signature of Account Holder(s) 戶口持有人簽署:

Date 日期:

For Official Use Only		
Checked by:	Approved by:	Processed by:

艾德證券期貨有限公司 Eddid Securities and Futures Limited

香港中環添美道1號中信大廈21樓 21/F, CITIC Tower, 1 Tim Mei Avenue, Central, Hong Kong

☎ (852) 2655 0300

### Appendix I: Non-Professional Self-Certification Form

Based on the Subscriber's qualifications, Subscribers may be charged reduced Fees for Information. To qualify for the reduction in Subscriber Fees, Subscriber must be considered a "Non-Professional."

**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.

Notwithstanding anything herein, CME reserves the right in all cases to make a final determination as to whether a Subscriber is a Non Professional or a Professional. CME reserves the right to amend this policy or terminate reduced fees for Non-Professionals at any time.

Subscribers who qualify as Non-Professionals should sign below and return this Self-Certification form to Distributor. Please note that this form may be subject to Distributor's review and approval. Subscriber must notify Distributor as soon as is reasonably practicable in the event that Subscriber no longer qualifies as a Non-Professional.

以下為中文翻譯版本，只供參考，所有內容以英文版本為準。請簽妥英文版本遞交回艾德證券期貨

### 附錄 I: 非金融專業人士自我認證表

根據用戶的資格，用戶可能會被收取較低的信息費用。被認為“非專業”的用戶，才可以獲得收取較低的用戶費用。

非專業是指並包括任何 (i) 個人及自然人用戶，或者 (ii) 某些小型企業實體（有限責任公司，合夥企業，信託或公司），收取和使用信息（不包括任何場內交易數據），在每種情況下受到以下限制：

非專業用戶必須：

- 1) 有一個活躍的期貨交易賬戶；
- 2) 是個人，自然人或小型企業實體；

非專業用戶不得：

- 3) 成為任何交易所會員（或持有或租借任何類型的會員資格）；
- 4) 註冊或有資格作為任何股票，商品或期貨交易所或合約市場，或與任何金融監管當局一個專業的交易者或投資顧問的資格；
- 5) 從事券商，銀行，投資或金融活動的機構的代表；

非專業用戶使用信息必須：

- 6) 是專為用戶的個人或私人使用；
- 7) 僅限於管理用戶的自有資產，而不是以任何身份與任何第三方的任何資產的管理連接使用；

非專業用戶獲取資料必須只能：

- 8) 就每一發佈商（數據）通過最多兩部已被獲准取得實時數據和能夠送出交易指令至 CME Globex 平台的交易終端。

不符合非專業用戶資格的用戶，將被認為是專業用戶。即使在本合同中的任何條款下，CME 有權在所有情況下作出最終決定，用戶是否作為一個非專業或專業用戶的定義。CME 保留在任何時間修改本政策或終止非專業用戶較低的費用權利。

有資格作為非專業用戶應該在下面簽名並遞交自我認證表格回發佈商。請注意，本表格可能會受到發行商的審查和認可。若用戶不再具有作為一個非專業用戶的資格，用戶必須在合理可行的情況下，盡快通知發佈商。

## Appendix II: Market Data Subscription Agreement

This Market Data Subscription Agreement (the "Agreement") is entered into on ("Effective Date") by and between Eddid Securities and Futures Limited ("Distributor") and you. This Agreement permits you to access, receive and use certain Market Data (defined below) in accordance with the following terms and conditions of this Agreement. The Agreement governs your access to receive and use the Market Data, and constitutes a binding legal agreement by and between Distributor and Subscriber (each of Distributor and the Subscriber, a "Party" and collectively, the "Parties").

### 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 and ICE Futures U.S..
- 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 and over the counter 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.
- g) "OTC Market Data" means Market Data relating to over the counter derivatives contracts.

### 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. Whether or not a particular Exchange has placed its Market Data in the public domain or has authorized the placement of its Market Data in the public domain shall be determined according to the terms of such Exchange's agreement with Distributor, which agreement is described in Section 3a.
- 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.

### 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 Distributor 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 Distributor and Distributor shall cease providing Market Data to Subscriber as soon as practicable.
- b) (i) Except as provided in Section 3b (iii) below, Subscriber will use Market Data only for its own internal business activities (internal business activities shall exclude subsidiaries and affiliates) and only at the offices and locations and on the Devices designated by Subscriber in writing to Distributor 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 as to the telephonic disclosure to customers of a necessary and de minimis number of segments of Market Data  
(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 3.2 (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, a de minimis number of segments of Market Data, provided that such Market Data does not include any OTC Market Data. 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 segments 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.

- c) In the event that Distributor has agreed to permit Subscriber to receive, access or display Market Data through means other than a Distributor-provided Device, such as an uncontrolled datafeed, 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 reporting obligations under Section 3b above to access the Market Data.

#### **4. REPORTING.**

Subscriber agrees to furnish promptly to Distributor, 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 Distributor any additional information or reports that may be required by the agreement between Distributor and Subscriber referred to in Section 3a as it relates to Subscriber's receipt of Market Data.

#### **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 Distributor 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 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.

#### **6. MARKET DATA FEES.**

Subscriber will pay Distributor (unless Distributor has assumed Subscriber's payment obligations hereunder), for and on behalf of each of the Exchanges (as applicable), 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.

#### **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.
- b) Subscriber agrees that it will not use or permit any other Person to use Market Data for any illegal purpose.
- c) Subscriber agrees that it will not use Market Data in any way to compete with the Exchanges or Distributor, nor use the Market Data in any way so as to assist or allow a third party to compete with the Exchanges or Distributor.
- 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 Distributor 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.
- 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 federal, state, and local laws, regulations, and treaties.

#### **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: DISTRIBUTOR 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, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

#### **9. LIMITATIONS OF LIABILITY AND DAMAGES.**

- a) SUBSCRIBER AGREES THAT: DISTRIBUTOR 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,

(iii) INCLUDING BUT NOT LIMITED TO:

- (a) ANY INACCURACY OR INCOMPLETENESS IN, OR DELAYS, INTERRUPTIONS, ERRORS OR OMISSIONS IN THE DELIVERY OF, THE SITE OR 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.
- b) SUBSCRIBER EXPRESSLY ACKNOWLEDGES THAT DISTRIBUTOR, 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: (i) ANY WARRANTIES WITH RESPECT TO THE TIMELINESS, SEQUENCE, ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MARKET DATA OR (ii) ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED BY SUBSCRIBER OR ANY THIRD PARTY IN CONNECTION WITH THE USE OF THE MARKET DATA.
- c) IF THE FOREGOING DISCLAIMER AND WAIVER OF LIABILITY, OR ANY PART THEREOF, SHOULD BE DEEMED INVALID OR INEFFECTIVE, THE CUMULATIVE LIABILITY OF DISTRIBUTOR, 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.

#### 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 Distributor 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.

#### 11. INDEMNIFICATION.

Subscriber will indemnify, defend and hold the Distributor 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.

#### 12. MISCELLANEOUS.

- a) Any action arising out of the Agreement between CME, CBOT, COMEX and NYMEX shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois. The Parties submit to the exclusive jurisdiction of the state and federal courts situated in Cook County, 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.
- b) Subscriber may not assign all or any part of the Agreement without the prior written consent of the Exchanges (as applicable).
- c) Subscriber may not modify or amend the terms of the Agreement.
- 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.

#### DECLARATION AND SIGNATURE

BY ACKNOWLEDGING THESE TERMS, YOU AGREE THAT THE FOLLOWING IS TRUE: (1) YOU REPRESENT THAT YOU HAVE ACTUAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUBSCRIBER; (2) THAT YOU HAVE READ THE TERMS STATED ABOVE; (3) YOU UNDERSTAND THE TERMS STATED ABOVE; (4) A PRINTOUT OF THE TERMS STATED ABOVE WILL CONSTITUTE A "WRITING" UNDER ANY APPLICABLE LAW OR REGULATION; AND (5) YOU AGREE TO ABIDE BY ALL THE TERMS OF THE AGREEMENT STATED ABOVE.

Subscriber's name 訂閱用戶姓名 \_\_\_\_\_

Signature 簽署 \_\_\_\_\_

Date 日期: \_\_\_\_\_

For Official Use Only		
Checked by:	Approved by:	Processed by:

## Appendix II: 市場數據訂閱協議

本市場數據訂閱協議（「協議」）於\_\_\_\_\_（「生效日期」）由艾德證券期貨有限公司與閣下訂立。本協議准許閣下根據本協議的以下條款及條件存取、收取及使用若干市場數據（定義見下文）。協議監管閣下獲取及使用市場數據，並構成經銷商與訂閱用戶（各自為經銷商及訂閱用戶，各自為一「訂約方」，及統稱為「訂約方」）之間具法律約束力的協議。

### 1. 釋義

- a. 「裝置」指以可閱讀、可收聽或其他可理解的形式收取、存取或展示市場數據任何設備（固定或可攜式）單位。
- b. 「交易所」指包括但不限於 CME（芝加哥商業交易所）、CBOT（芝加哥期貨交易所）、COMEX（紐約商品交易所）、NYMEX（紐約商業交易所）、ICE Futures Canada（ICE 加拿大期貨交易所）、ICE Futures、Europe（ICE 歐洲期貨交易所）及 ICE Futures U.S.（ICE 美國國際期貨交易所）。
- c. 「不可抗力事件」指任何水災、特殊天氣狀況、地震或其他天災、火災、戰爭、恐怖活動、叛亂、騷亂、勞資糾紛、意外、政府行動、通訊或電力故障，或設備或軟件故障。
- d. 「人士」指任何自然人、獨自經營業務、法團、合夥經營業務、有限責任公司或其他機構。
- e. 「市場數據」指已上市及場外買賣的衍生工具合約（包括但不限於掉期及期貨）及期權合約或類似的衍生工具的資料及數據以及指數數據和分析數據。市場數據可包括但不限於開市及收市價、價格高位及低位、結算價、現時買入及賣出價、未平倉合約資料、最後賣價、限價、報價要求、固定價格、數據曲線、估計及實際交易量數據、合約規格，以及最新或延遲訊息。就訂閱用戶在協議下的責任而言，市場數據亦包括向訂閱用戶傳送與市場數據大致相若的資料的該等資料、數據及材料。
- f. 「買賣合約」指在上文所列的交易所買賣的合約及由交易所刊發的任何相應指數。
- g. 「場外交易市場數據」指與場外交易衍生工具合約有關的市場數據。

### 2. 於市場數據的專有權利

- a. 訂閱用戶表示明白及同意各交易所於及其對其本身的市場數據享有專有及有價的財產權利。該等未在公開領域內出現的市場數據構成交易所所有的有價保密資料、商業秘密及/或所有權權利，並且該等市場數據最少於直至各相關交易所將之放在公開領域或授權將其各自的市場數據放在公開領域為止將一直為各交易所的有價保密資料、商業秘密及/或專屬所有權權利，如非訂立本協議，訂閱用戶將無權利或不可存取該等市場數據。某一交易所是否有將其市場數據放在公開領域或授權將其市場數據公開領域，將根據該交易所與經銷商之間訂立的協議的條款釐定，該協議的描述載於第 3a 節。
- b. 訂閱用戶表示明白及同意披露任何市場數據或任何違反或威脅違反本協議內所載的任何其他契諾或協定，將對交易所造成無法修補的傷害，金錢上的損害賠償將不足以補償。因此，訂閱用戶進一步表示明白及同意交易所將有權在現時可能享有的任何其他法律或衡平法補救以外（及不限於現時可能享有的任何其他法律或衡平法補救），就違反或威脅違反協議的任何條文、要求或契諾（包括但不限於任何披露或威脅披露市場數據）享有特定的履約及禁制命令及其他衡平法濟助。

### 3. 訂閱用戶收取市場數據

- a. 協議載列訂閱用戶可使用市場數據的條款及條件。訂閱用戶表示明白，儘管有任何協議，各交易所可按其酌情權，停止發放市場數據或更改或取消其本身的方法、速度或訊息特點。此外，訂閱用戶表示明白及同意，經銷商或交易所保留權利，可因任何理由或在沒有理由下不批准任何訂閱用戶及終止任何訂閱用戶收取市場數據，而在該情況下，交易所將知會經銷商，而經銷商將在實際可行的情況下盡快停止向訂閱用戶提供市場數據。
- b. (i)除下文第 3b(iii)節列明者外，訂閱用戶將只會以市場數據用於本身的內部業務活動（內部業務活動將不包括附屬公司及聯屬公司），及將只會於訂閱用戶不時以書面形式向經銷商指明的該等辦事處以及地點和裝置上使用。（在緊接本文的前段內所用的「用於本身的內部業務活動」一詞，指用於訂閱用戶的(a)交易，以其本身的名義或為其客戶本身的名義；(b)評估，為其本身的內部業務決定；或(c)向客戶提供有關衍生工具市場的動向或趨勢的意見，但須受本分節下文有關以電話方式向客戶披露必要的市場數據及獲允許的市場數據的所有限制所規限。  
(ii)訂閱用戶同意，除上文指定者外，其將不會以任何形式提供或以其他方式協助提供或容許提供市場數據或容許以其他方式協助提供市場數據予任何其他人士或任何辦事處或地點，亦不會容許任何其他人士直接或間接從該等辦事處或地點獲取任何市場數據，並將會採取及執行任何政策以合理防止市場數據該等辦事處或地點被取走。訂閱用戶特別地同意，在不限制或改變其於協議的第 7 節或其他章節下的責任前提下，訂閱用戶不得為下列目的使用或容許其他人士使用任何市場數據：(a)利用市場數據為基礎或摘取市場數據以創建數據產品；(b)釐定或訂定任何價格（包括任何結算價格），包括為衍生工具合約、衍生工具合約的期權或在交易所以外的任何交易所上買賣的類似衍生工具釐定或訂定任何價格；及(c)將在外發布、公布或以其他方式使用該等市場數據的任何其他摘取數據工作。訂閱用戶將受任何交易所不時可能就該等用途指定的任何其他限制約束。訂閱用戶將竭盡所能確保其合夥人、行政人員、董事、僱員及代理維持唯一控制及實際上管有及獨自可透過訂閱用戶管有的裝置存取市場數據。  
(iii)儘管有上文第 3b(i)及(ii)節所述，訂閱用戶可在其日常業務過程中偶爾向其各名客戶及分行辦事處提供數量被限制於足以讓訂閱用戶能夠經營其業務所需的市場數據、或獲允許的少量市場數據，惟該等市場數據須並不包括任何場外交易市場數據。該等轉發市場數據必須嚴格限制於通過電話通訊方式，當中不得使用電腦化的語音合成或任何其他科技，並且必須與訂閱用戶或任何其他接收數據的人士的交易活動有關。訂閱用戶必須告知任何該等接收數據的人士該等數據屬專有及保密資料，不得向其他人士或實體披露或發放。訂閱用戶同意盡一切合理所能確保該等接收數據的人士受協議的條文約束。
- c. 倘經銷商已同意允許訂閱用戶透過經銷商提供的裝置，例如非經銷商所能控制的行情資訊源（data feed）以外的方式收取、存取或展示市場數據，訂閱用戶將竭盡所能確保可使用其他裝置、附件或器材，以讓第三方可以在不受訂閱用戶在上文第 3b 節下的報告責任約束下存取市場數據。

### 4. 報告

訂閱用戶同意盡速向經銷商提供交易所要求或需要及合理地與訂閱用戶收取市場數據有關的任何資料或報告（如適用）。訂閱用戶進一步同意盡速向經銷商提供第 3a 節所指經銷商與訂閱用戶之間協定須提供與訂閱用戶收取市場數據有關的任何額外資料或報告。

## 5. 查閱及審核的權利

- a. 任何交易所指定的任何人士可於正常辦公時間內親到訂閱用戶的辦事處或地點，以觀察市場數據的編製以及審查和查閱任何裝置、附件或器材以及訂閱用戶根據第 3b 和 4 節須就其收取和使用市場數據而存置任何賬冊與記錄。
- b. 如審計中發現訂閱用戶少報對市場數據的使用量，訂閱用戶將即時作出調整（包括以月息 1% 厘計算的利息），以補償經銷商及交易所。此外，按任何該交易所的選擇，訂閱用戶將須為該交易所負擔發現差異的任何審計工作所產生的合理費用，金額按實際應付該交易所的費用的百分之五（5%）或以上計算。
- c. 訂閱用戶須於有關記錄所相關的期間後三（3）年存置其向 CME、CBOT、COMEX 及 NYMEX 報告市場數據時所依據的記錄及賬冊。訂閱用戶須於有關記錄所相關的期間後六（6）年存置其向 ICE Futures Canada、ICE Futures Europe、ICE Futures U.S. 及 Eurex 報告市場數據時所依據的記錄及賬目。倘訂閱用戶未能如上文規定存置該等記錄及賬目，訂閱用戶同意向各交易所支付根據任何有關的審計發現任何差異所招致的合理估計費用。

## 6. 市場數據費用

訂閱用戶將根據交易所不時公布當時適用的費率表（包括任何及所有適用的聯邦、州份或當地稅項），為及代表各交易所（視乎適用而定）向經銷商支付（除非經銷商根據本協議承擔訂閱用戶的付款責任）收取市場數據的權利的應付費用。各交易所的費用可由各交易所不時作出更改，而毋須事先通知訂閱用戶。

## 7. 訂閱用戶的契諾、聲明及保證。

- a. 訂閱用戶契諾、聲明及保證，其將不會從事分發市場數據的業務，同時，據其作出合理查詢後所知，其乃根據本協議下的授權收取市場數據。
- b. 訂閱用戶同意其將不會使用或允許任何其他人士使用市場數據作任何不合法用途。
- c. 訂閱用戶同意其將不會以任何方式使用市場數據以與交易所或經銷商競爭，或以任何方式使用市場數據以協助或讓第三方與交易所或經銷商競爭。
- d. 訂閱用戶同意，根據本協議提供市場數據須受限於訂閱用戶嚴格遵守協議的條款，而經銷商或交易所繼而可（在發出或不發出通知及有或沒有理由下）在其判斷訂閱用戶有任何違反或不遵守本協議的條文下終止上述服務。
- e. 訂閱用戶進一步聲明及保證(i)其擁有所有必要權力及授權執行及履行協議；(ii)協議為合法、有效、具約束力及可對訂閱用戶強制執行；(iii)訂閱用戶執行或履行協議概無違反對訂閱用戶或交易所具約束力或適用的任何法律、規則、規例或命令或任何協議、文件或文據；及(iv)訂閱用戶存取及使用市場數據將根據所有適用聯邦、州份、當地法律、規例及條約行事。

## 8. 保證的免責聲明

市場數據將（及訂閱用戶同意市場數據將）按「原來狀況」、「可提供的況」基準提供，不附帶任何種類的保證。訂閱用戶同意：經銷商及其聯屬人士；交易所及其聯屬人士；以及其各自的任何成員、董事、行政人員、僱員或代理，以及交易所的任何授權人，概不就市場數據或其傳送、時間性、準確性或完整性，作出任何明示或暗示的聲明或保證，包括但不限於對其用於某一特定用途的可銷性、質量或合適性或其未被侵權（以及該等因法規或法律上或因任何買賣過程中或商業使用過程中產生者），作出任何暗示性的保證或任何保證。

## 9. 責任及損害賠償的範圍

- a. 訂閱用戶同意：經銷商及其聯屬人士；交易所及其聯屬人士；以及其各自的任何成員、董事、行政人員、僱員或代理及交易所的任何授權人：
  - (i) 並不擔保市場數據的順序、準確性或完整性，彼等任何一方亦概不就市場數據或其傳送過程中的任何延誤、不準確、出錯或遺漏，或就因訂閱用戶收取或使用市場數據而招致的任何損害，對訂閱用戶或任何其他人士負責，不論是否因彼等本身的疏忽、不可抗力事件或任何其他原因導致。
  - (ii) 概不就因協議及市場數據而產生或與之有關的任何（直接、間接或因之而起的）損失、責任或其他損害，對訂閱用戶或任何其他人士或實體負任何責任，包括但不限於：
    - (a) 地點或市場數據的任何不準確或不完整或其延遲、受到干擾、出錯或遺漏；或
    - (b) 訂閱用戶、其客戶或任何其他實體或其各自的任何聯屬人士、董事、行政人員、僱員或代理所作或不作的任何決定或行動。
    - (c) 損失業務收入、損失利潤或任何懲罰性、間接、相應的、特別或類似的損害，不論任何性質、是否根據已訂合約、在侵權法下或其他，即使已獲告知產生該等損害的可能性。
- b. 訂閱用戶明確表示明白，經銷商、交易所及其聯屬人士並無就協議及市場數據，向訂閱用戶或任何第三方作出任何保證（明示或暗示的），包括但不限於：(i)就市場數據用於特定用途的時間性、順序、準確性、完整性、及時性、可銷性、質量或合適性作任何保證；或(ii)就訂閱用戶或任何第三方使用市場數據所得的效果作任何保證。
- c. 如上文的免責聲明及責任豁免聲明或其任何部分被視為無效或失效，經銷商、交易所及其各自的聯屬人士、董事、行政人員、成員、僱員及代理的累計責任，將不會超過實際的損失或損害金額或合計五十元（50.0美元），以較低者為準。

## 10. 年期及終止

在訂閱用戶嚴格遵守本協議的條文的前提下，任何交易所在本協議下提供市場數據將於訂閱用戶與經銷商之間的協議及其任何續約年期內一直維持有效。此外，根據協定，本協議第 2a 及 2b 節所載的條文將於直至本協議終止為止一直生效。

## 11. 彌償

訂閱用戶將就因或由於協議而產生或招致的任何及全部索償，向經銷商及交易所以及其各自的聯屬人士、董事、行政人員、僱員及



代理作出彌償保證、為其作出抗辯及使其免於因此而受到損害，包括但不限於因訂閱用戶根據本協議須存置的任何報告或記錄的任何不準確或遺漏或訂閱用戶未能提供或存置或訂閱用戶延遲提供或存置該等報告或記錄所導致的責任、損失或損害（包括但不限於律師費及其他開支）。

#### 11. 其他事項

- a. 因 CME、CBOT、COMEX 及 NYMEX 之間的協議所產生的任何訴訟須受伊利諾州的內部法規（及非利益衝突法）監管及按其詮釋。訂約各方願受伊利諾州庫克縣當地的州及聯邦法院的專屬司法管轄權管轄。因 ICE Futures Canada、ICE Futures Europe、ICE Futures U.S 及訂閱用戶之間的本協議而產生的任何訴訟須受紐約州的內部法律（及非利益衝突法）監管及按其詮釋。
- b. 在未經交易所的事先書面同意前（如適用），訂閱用戶不得將協議的全部或任何部分轉授。
- c. 訂閱用戶不得修改或修訂協議的條款。
- d. 倘協議的條款及條件與關於訂閱用戶收取及使用市場數據的任何其他協議之間有任何衝突，當以協議的條款及條件為準。如因任何原因協議的一項或以上條文或其部分變得無效，協議的條文或其他部分將一直維持具十足效力及有效。

#### 聲明及簽署

閣下承認上述條款，即同意以下為真確：(1)閣下聲明有實際權限代訂閱者訂立本協議；(2)閣下已閱讀上述條款；(3)閣下理解上述條款；(4)上述條款印刷本將構成任何適用法例或規例所定「文本」；及(5)閣下同意遵守本協議上述所有條款。

以上為中文翻譯版本，只供參考，所有內容以英文版本為準。請簽妥英文版本遞交回艾德證券期貨