

**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 请在适当位置填上✓)

| 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<br>實時報價 - 包括市場深度           | <input type="checkbox"/> 非专业人士 月費 USD 20/month |
| Esunny- Including Market-Depth<br>實時報價 - 包括市場深度           | <input type="checkbox"/> 专业人士 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. 投資于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><br>客戶認清透明白及同意附件 II 有關申請市場報價服務之條款及細則，并於附件 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.<br>各參與證券交易所或協會宣稱其向發布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布數據一方之任何疏忽行動、不可抗力事件或任何發布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布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.<br>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，但并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.<br>客戶認清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. 月費將于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.<br>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.<br>客戶必須確保期貨賬戶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

香港灣仔駱克道33號萬通保險大廈23樓 23/F., YF Life Tower, 33 Lockhart Road, Wan Chai, Hong Kong

☎ (852) 3896 6300    ✉ cshk@eddidsec.com    🌐 eddid.com.hk

### **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.

以下为中文翻译版本，只供参考，所有内容以英文版本为准。请签妥英文版本递交回艾德证券期货

### **附录 I: 非金融专业人士自我认证表**

根据用户的资格，用户可能会被收取较低的信息费用。被认定为“非专业”的用户，才可以获得收取较低的用户费用。

非专业是指并包括任何 (i) 个人及自然人用户，或者 (ii) 某些小型企业实体（有限责任公司，合伙企业，信托或公司），收取和使用信息（不包括任何场内交易数据），在每种情况下受到以下限制：

非专业用户必须：

- 1) 有一个活跃的期货交易账户；
- 2) 是个人，自然人或小型企业实体；

非专业用户不得：

- 3) 成为任何交易所会员（或持有或租借任何类型的会员资格）；
- 4) 注册或有资格作为任何股票，商品或期货交易所或合约市场，或与任何金融监管当局一个专业的交易者或投资顾问的资格；
- 5) 从事券商，银行，投资或金融活动的机构的代表；

非专业用户使用信息必须：

- 6) 是专为用户的个人或私人使用；
- 7) 仅限于管理用户的自有资产，而不是以任何身份与任何第三方的任何资产的管理连接使用；

非专业用户获取资料必须只能：

- 8) 就每一发布商（数据）通过最多两部已被获准取得实时数据和能够送出交易指令至 CME Globex 平台的交易终端。

不符合非专业用户资格的用户，将被认为是专业用户。即使在本合同中的任何条款下，CME 有权在所有情况下作出最终决定，用户是否作为一个非专业或专业用户的定义。CME 保留在任何时间修改本政策或终止非专业用户较低的费用权利。

有资格作为非专业用户应该在下面签名并递交自我认证表格回发布商。请注意，本表格可能会受到发行商的审查和认可。若用户不再具有作为一个非专业用户的资格，用户必须在合理可行的情况下，尽快通知发布商。

## **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 订阅用户姓名 \_\_\_\_\_

Signature 签署 \_\_\_\_\_

Date 日期: \_\_\_\_\_

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

## Appendix II: 市场数据订阅协议

本市场数据订阅协议（「协议」）于\_\_\_\_\_（「生效日期」）由艾德证券期货有限公司与阁下订立。本协议准许阁下根据本协议的以下条款及条件收取、收取及使用若干市场数据（定义见下文）。协议监管阁下获取及使用市场数据，并构成经销商与订阅用户（各自为经销商及订阅用户，各自为一「订约方」，及统称为「订约方」）之间具法律约束力的协议。

### 1. 释义

- a. 「装置」指以可阅读、可收听或其他可理解的形式收取、存取或展示市场数据任何设备（固定或可携式）单位。
- b. 「交易所」指包括但不限于 CME（芝加哥商业交易所）、CBOT（芝加哥期货交易所）、COMEX（纽约商品交易所）、NYMEX（纽约商业交易所）、ICE Futures Canada（ICE 加拿大期货交易所）、ICE Futures、Europe（ICE 欧洲期货交易所）及 ICE Futures U.S.（ICE 美国洲际期货交易所）。
- c. 「不可抗力事件」指任何水灾、特殊天气状况、地震或其他天灾、火灾、战争、恐怖活动、叛乱、骚乱、劳资纠纷、意外、政府行动、通讯或电力故障，或设备或软件故障。
- d. 「人士」指任何自然人、独自经营业务、法团、合伙经营业务、有限责任公司或其他机构。
- e. 「市场数据」指已上市及场外买卖的衍生工具合约（包括但不限于掉期及期货）及期权合约或类似的衍生工具的资料及数据以及指数数据和分析数据。市场数据可包括但不限于开市及收市价、价格高位及低位、结算价、现时买入及卖出价、未平仓合约资料、最后卖价、限价、报价要求、固定价格、数据曲线、估计及实际交易量数据、合约规格，以及最新或延迟讯息。就订阅用户在协议下的责任而言，市场数据亦包括向订阅用户传送与市场数据大致相若的资料的该等资料、数据及材料。
- f. 「买卖合约」指在上文所列的交易所买卖的合约及由交易所刊发的任何相应指数。
- g. 「场外交易市场数据」指与场外交易衍生工具合约有关的市场数据。

### 2. 于市场数据的专有权利

- a. 订阅用户表示明白及同意各交易所于及其本身的的市场数据享有专有及有价的财产权利。该等未在公开领域内出现的市场数据构成交易所享有的有价保密资料、商业秘密及/或所有权利，并且该等市场数据最少于直至各相关交易所将之放在公开领域或授权将其各自的的市场数据放在公开领域为止将一直为各交易所的有价保密资料、商业秘密及/或专属所有权利，如非订立本协议，订阅用户将无权利或不可存取该等市场数据。某一交易所是否有将其市场数据放在公开领域或授权将其市场数据公开领域，将根据该交易所与经销商之间订立的协议的条款厘定，该协议的描述载于第 3a 节。
- b. 订阅用户表示明白及同意披露任何市场数据或任何违反或威胁违反本协议内所载的任何其他契诺或协定，将对交易所造成无法修补的伤害，金钱上的损害赔偿将不足以补偿。因此，订阅用户进一步表示明白及同意交易所将有权在现时可能享有的任何其他法律或衡平法补救以外（及不限于现时可能享有的任何其他法律或衡平法补救），就违反或威胁违反协议的任何条文、要求或契诺（包括但不限于任何披露或威胁披露市场数据）享有特定的履约及禁制命令及其他衡平法济助。

### 3. 订阅用户收取市场数据

- a. 协议载列订阅用户可使用市场数据的条款及条件。订阅用户表示明白，尽管有任何协议，各交易所可按其酌情权，停止发放市场数据或更改或取消其本身的方法、速度或讯息特点。此外，订阅用户表示明白及同意，经销商或交易所保留权利，可因任何理由或在没有理由下不批准任何订阅用户及终止任何订阅用户收取市场数据，而在该情况下，交易所将知会经销商，而经销商将在实际可行的情况下尽快停止向订阅用户提供市场数据。
- b. (i)除下文第 3b(iii)节列明者外，订阅用户将只会以市场数据用于本身的内部业务活动（内部业务活动将不包括附属公司及联属公司），及将只会于在订阅用户不时以书面形式向经销商指明的该等办事处以及地点和装置上使用。（在紧接本文的前段内所用的「用于本身的内部业务活动」一词，指用于订阅用户的(a)交易，以其本身的名义或为其客户本身的名义；(b)评估，为其本身的内部业务决定；或(c)向客户提供有关衍生工具市场的动向或趋势的意见，但须受本分节下文有关以电话方式向客户披露必要的市场数据及获允许的市场数据的所有限制所规限。  
(ii)订阅用户同意，除上文指定者外，其将不会以任何形式提供或以其他方式协助提供或容许提供市场数据或容许以其他方式协助提供市场数据予任何其他人士或任何办事处或地点，亦不会容许任何其他人士直接或间接从该等办事处或地点获取任何市场数据，并将会采取及执行任何政策以合理防止市场数据该等办事处或地点被取走。订阅用户特别地同意，在不限制或改变其于协议的第七节或其他章节下的责任前提下，订阅用户不得为下列目的使用或容许其他人士使用任何市场数据：(a)利用市场数据为基础或抽取市场数据以创建数据产品；(b)厘定或订定任何价格（包括任何结算价格），包括为衍生工具合约、衍生工具合约的期权或在交易所以外的任何交易所上买卖的类似衍生工具厘定或订定任何价格；及(c)将在外部发布、公布或以其他方式使用该等市场数据的任何其他抽取数据工作。订阅用户将受任何交易所不时可能就其用途指定的任何其他限制约束。订阅用户将竭尽所能确保其合伙人、行政人员、董事、雇员及代理维持唯一控制及实际上管有及独自可透过订阅用户管有的装置存取市场数据。  
(iii)尽管有上文第 3b(i)及(ii)节所述，订阅用户可在其日常业务过程中偶尔向其各名客户及分行办事处提供数量被限制于足以让订阅用户能够经营其业务所需的少量市场数据、或获允许的少量市场数据，惟该等市场数据须并不包括任何场外交易市场数据。该等转发市场数据必须严格限制于通过电话通讯方式，当中不得使用电脑化的语音合成或任何其他科技，并且必须与订阅用户或任何其他接收数据的人士的交易活动有关。订阅用户必须告知任何该等接收数据的人士该等数据属专有及保密资料，不得向其他人士或实体披露或发放。订阅用户同意尽一切合理所能确保该等接收数据的人士受协议的条文约束。
- c. 倘经销商已同意允许订阅用户透过经销商提供的装置，例如非经销商所能控制的行情资讯源（data feed）以外的方式收取、存取或展示市场数据，订阅用户将竭尽所能确保可使用其他装置、附件或器材，以让第三方可以在不受订阅用户在上文第 3b 节下的报告责任约束下存取市场数据。

### 4. 报告

订阅用户同意尽速向经销商提供交易所要求或需要及合理地与订阅用户收取市场数据有关的任何资料或报告（如适用）。订阅用户进一步同意尽速向经销商提供第 3a 节所指经销商与订阅用户之间协定须提供与订阅用户收取市场数据有关的任何额外资料或报告。

## 5. 查阅及审核的权利

- 任何交易所指定的任何人士可于正常办公时间内亲到订阅用户的办事处或地点，以观察市场数据的编制以及审查和查阅任何装置、附件或器材以及订阅用户根据第 3b 和 4 节须就其收取和使用市场数据而存置任何账册与记录。
- 如审计中发现订阅用户少报对市场数据的使用量，订阅用户将即时作出调整（包括以月息 1% 厘计算的利息），以补偿经销商及交易所。此外，按任何该交易所的选择，订阅用户将须为该交易所负担发现差异的任何审计工作所产生的合理费用，金额按实际应付该交易所的费用的百分之五（5%）或以上计算。
- 订阅用户须于有关记录所相关的期间后三（3）年存置其向 CME、CBOT、COMEX 及 NYMEX 报告市场数据时所依据的记录及账册。订阅用户须于有关记录所相关的期间后六（6）年存置其向 ICE Futures Canada、ICE Futures Europe、ICE Futures U.S. 及 Eurex 报告市场数据时所依据的记录及账目。倘订阅用户未能如上文规定存置该等记录及账目，订阅用户同意向各交易所支付根据任何有关的审计发现任何差异所招致的合理估计费用。

## 6. 市场数据费用

订阅用户将根据交易所不时公布当时适用的费率表（包括任何及所有适用的联邦、州份或当地税项），为及代表各交易所（视乎适用而定）向经销商支付（除非经销商根据本协议承担订阅用户的付款责任）收取市场数据的权利的应付费用。各交易所的费用可由各交易所不时作出更改，而毋须事先通知订阅用户。

## 7. 订阅用户的契诺、声明及保证。

- 订阅用户契诺、声明及保证，其将不会从事分发市场数据的业务，同时，据其作出合理查询后所知，其乃根据本协议下的授权收取市场数据。
- 订阅用户同意其将不会使用或允许任何其他人士使用市场数据作任何不合法用途。
- 订阅用户同意其将不会以任何方式使用市场数据以与交易所或经销商竞争，或以任何方式使用市场数据以协助或让第三方与交易所或经销商竞争。
- 订阅用户同意，根据本协议提供市场数据须受限于订阅用户严格遵守协议的条款，而经销商或交易所继而可（在发出或不发出通知及有或没有理由下）在其判断订阅用户有任何违反或不遵守本协议的条文下终止上述服务。
- 订阅用户进一步声明及保证(i)其拥有所有必要权力及授权执行及履行协议；(ii)协议为合法、有效、具约束力及可对订阅用户强制执行；(iii)订阅用户执行或履行协议概无违反对订阅用户或交易所具约束力或适用的任何法律、规则、规例或命令或任何协议、文件或文据；及(iv)订阅用户存取及使用市场数据将根据所有适用联邦、州份、当地法律、规例及条约行事。

## 8. 保证的免责声明

市场数据将（及订阅用户同意市场数据将）按「原来状况」、「可提供的况」基准提供，不附带任何种类的保证。订阅用户同意：经销商及其附属人士；交易所及其附属人士；以及其各自的任何成员、董事、行政人员、雇员或代理，以及交易所的任何授权人，概不就市场数据或其传送、时间性、准确性或完整性，作出任何明示或暗示的声明或保证，包括但不限于对其用于某一特定用途的可销性、质量或合适性或其未被侵权（以及该等因法规或法律上或因任何买卖过程中或商业使用过程中产生者），作出任何暗示性的保证或任何保证。

## 9. 责任及损害赔偿的范围

- 订阅用户同意：经销商及其附属人士；交易所及其附属人士；以及其各自的任何成员、董事、行政人员、雇员或代理及交易所的任何授权人：
  - 并不担保市场数据的顺序、准确性或完整性，彼等任何一方亦概不就市场数据或其传送过程中的任何 延误、不准确、出错或遗漏，或就因订阅用户收取或使用市场数据而招致的任何损害，对订阅用户或任何其他人士负责，不论是否因彼等本身的疏忽、不可抗力事件或任何其他原因导致。
  - 概不就因协议及市场数据而产生或与之有关的任何（直接、间接或因之而起的）损失、责任或其他损害，对订阅用户或任何其他人士或实体负任何责任，包括但不限于：
    - 地点或市场数据的任何不准确或不完整或其延迟、受到干扰、出错或遗漏；或
    - 订阅用户、其客户或任何其他实体或其各自的任何附属人士、董事、行政人员、雇员或代理所作或不作的任何决定或行动。
    - 损失业务收入、损失利润或任何惩罚性、间接、相应的、特别或类似的损害，不论任何性质、是否根据已订合约、在侵权法下或其他，即使已获告知产生该等损害的可能性。
- 订阅用户明确表示明白，经销商、交易所及其附属人士并无就协议及市场数据，向订阅用户或任何第三方作出任何保证（明示或暗示的），包括但不限于：(i)就市场数据用于特定用途的时间性、顺序、准确性、完整性、及时性、可销性、质量或合适性作任何保证；或(ii)就订阅用户或任何第三方使用市场数据所得的效果作任何保证。
- 如上文的免责声明及责任豁免声明或其任何部分被视为无效或失效，经销商、交易所及其各自的附属人士、董事、行政人员、成员、雇员及代理的累计责任，将不会超过实际的损失或损害金额或合计五十元（50.0美元），以较低者为准。

## 10. 年期及终止

在订阅用户严格遵守本协议的条文的前提下，任何交易所在本协议下提供市场数据将于订阅用户与经销商之间的协议及其任何续约年期内一直维持有效。此外，根据协定，本协议第 2a 及 2b 节所载的条文将于直至本协议终止为止一直生效。

## 11. 弥偿

订阅用户将就因或由于协议而产生或招致的任何及全部索偿，向经销商及交易所以及其各自的附属人士、董事、行政人员、雇员及

代理作出弥偿保证、为其作出抗辩及使其免于因此而受到损害，包括但不限于因订阅用户根据本协议须存置的任何报告或记录的任  
何不准确或遗漏或订阅用户未能提供或存置或订阅用户延迟提供或存置该等报告或记录所导致的责任、损失或损害（包括但不限于  
律师费及其他开支）。

#### 11. 其他事项

- a. 因 CME、CBOT、COMEX 及 NYMEX 之间的协议所产生的任何诉讼须受伊利诺州的内部法规（及非利益冲突法）监管及按其诠释。  
订约各方愿受伊利诺州库克县当地的州及联邦法院的专属司法管辖权管辖。因 ICE Futures Canada、ICE Futures Europe、ICE  
Futures U.S 及订阅用户之间的本协议而产生的任何诉讼须受纽约州的内部法律（及非利益冲突法）监管及按其诠释。
- b. 在未经交易所的事先书面同意前（如适用），订阅用户不得将协议的全部或任何部分转授。
- c. 订阅用户不得修改或修订协议的条款。
- d. 倘协议的条款及条件与关于订阅用户收取及使用市场数据的任何其他协议之间有任何冲突，当以协议的条款及条件为准。如因  
任何原因协议的一项或以上条文或其部分变得无效，协议的条文或其他部分将一直维持具十足效力及有效。

#### 声明及签署

阁下承认上述条款，即同意以下为真确：(1) 阁下声明有实际权限代订约者订立本协议；(2) 阁下已阅读上述条款；(3) 阁下理解上述条款；(4)  
上述条款印刷本将构成任何适用法例或规例所定「文本」；及(5) 阁下同意遵守本协议上述所有条款。

以上为中文翻译版本，只供参考，所有内容以英文版本为准。请签妥英文版本递交回艾德证券期货