

ICE 市場數據訂閱合約

ICE SUBSCRIBER AGREEMENT

ICE 訂閱者合約 (以下簡稱「本合約」) 允許訂閱者依下列條款收取一份聯合 ICE 訂價數據：

The ICE Subscriber Agreement ("Agreement") permits the Subscriber to receive and utilise ICE pricing data as per the terms below:

1. 定義 DEFINITIONS.

- A. 「衍生數據」係指 i) 訂閱者經許可使用數據，及 ii) 訂閱者基於訂價數據所適用的方法論所創造並經 ICE 書面核准之數據。
- "Derived Data" means i) Subscriber Permitted Uses Data, and ii) data which has been created by the Subscriber based upon a methodology applied to Pricing Data and approved in writing by ICE.
- B. 「裝置」係指任何得以可見、可聽或其他可理解格式接收、存取或展示市場數據之固定或可攜式設備單位。
- "Device" means any unit of equipment, fixed or portable, that receives, accesses or displays Market Data in visible, audible or other comprehensible form.
- C. 「期貨交易所」係指 ICE Futures Canada、ICE Futures Europe、ICE Futures Singapore、ICE Futures U.S 與 ICE Index。
- "Exchanges" means ICE Futures Canada, ICE Futures Europe, ICE Futures Singapore, ICE Futures U.S. and ICE Index.
- D. 「不可抗力事件」係指任何非 ICE DATA 可合理控制之作為、事件、不作為或意外事故，包括但不限於任何天然災害、戰爭、恐怖攻擊、天災、天氣事件、地震、勞資爭議或罷工或電力故障。
- "Force Majeure Event" means any act, event, omission or accident beyond the reasonable control of ICE Data including but not limited to any natural disaster, war, terrorist attack, act of god, fire, weather event, earthquake, labor dispute or strike or power failure.
- E. 「市場數據」係指訂價數據與衍生數據。"Market Data" means Pricing Data and Derived Data.
- F. 「人士」係指任何自然人、產權、法人、合夥、有限責任公司或其他組織。
- "Person" means any natural person, proprietorship, corporation, partnership, limited liability company or other organization.
- G. 「訂價數據」係指在已交易或可供交易之交易契約上明定價格與數量之即時數據，包括期貨交易所隱含價格與數量在內。
- "Pricing Data" means real time data specifying the prices and quantities at which the Traded Contracts have traded or are available to trade, including Exchange-implied prices and quantities.
- H. 「訂閱者可使用數據」係指訂閱者或供應者從訂價數據所衍生的圖表與統計數字 (例如移動平均值、到期日與產品之間的隱含價格、期權希臘值)，但訂閱者可使用數據不包使用有關一項指數、一

籃子或其他類似金融產品之訂價數據。

"Subscriber Permitted Uses Data" means charts and statistics (e.g., moving averages, implied prices between expiries and products, option Greeks) that are derived from the Pricing Data by the Subscriber or Vendor, but Subscriber Permitted Uses does not include use of the Pricing Data in connection with the creation, compilation or preparation of an index, basket or other similar financial product.

- I. 「交易契約」係指在前述本期貨交易所交易之契約及本期貨交易所公布之相應指數。

"Traded Contracts" means contracts as traded on the Exchanges listed above and any corresponding indices published by the Exchanges.

2. 市場數據之財產權 PROPRIETARY RIGHTS IN THE MARKET DATA

- A. 訂閱者知悉並同意，期貨交易所擁有市場數據之獨家且有價值財產權，該市場數據構成每家期貨交易所之有價值機密資訊與專有權利，非在公共領域之內，且至少直到每家期貨交易所授權將各自的市場數據置放於公眾領域之前，該市場數據應仍為每家期貨交易所之有價值機密資訊與專有權利，且除了本合約之目的外，訂閱者對該市場數據並無權利或存取權。無論某特定期貨交易所是否已將其市場數據置放於公眾領域，或是否已授權將其市場數據置放於公眾領域，應依第 3(a)條所述該期貨交易所與供應者之合約之條款決定之。

Subscriber acknowledges and agrees that the Exchange has exclusive and valuable property rights in the Market Data, that such Market Data constitute valuable confidential information and proprietary rights of each of the Exchanges, not within the public domain, that such Market Data shall remain valuable confidential information, and proprietary rights of each of the Exchanges at least until the Exchanges 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 Vendor, which agreement is described in Section 3(a).

- B. 訂閱者知悉並同意，任何市場數據之揭露、或任何違反或可能違反於此含有之任何其他立約承諾或合約，將造成每家期貨交易所不可恢復的傷害，且金錢損害將非足夠的救濟。因此，訂閱者進一步承諾並同意，除了且不限於可得主張之任何其他法律或衡平救濟之外，對於違反或可能違反本合約任何條文、規定要件或立約承諾之行為，每家期貨交易所亦應有權主張特定履約及禁制與其他衡平救濟（包括但不限於任何揭露或可能揭露市場數據之行為）。

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 each of the Exchanges for which money damages would be an inadequate remedy. Accordingly, Subscriber further acknowledges and agrees that each of the Exchanges 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 this 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. 訂閱者收受市場數據 RECEIPT OF MARKET DATA BY SUBSCRIBER

- A. 本合約明定訂閱者得據以接收並使用本期貨交易所市場數據之條款與條件。訂閱者承認即使有該合約，每家期貨交易所得依其裁量中斷散發其自有市場數據，或變更或取消其傳輸方法、速度或信號特徵。此外，訂閱者承認並同意，期貨交易所保留得否准任何訂閱者之權利，並保留得因故或無故指示供應者終止任何訂閱者接收市場數據之權利，在此情況下，本期貨交易所應如此通知供應者，且供應者應儘速停止提供市場數據予訂閱者。

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

- B. (1)除以下(2)另有規定者外，訂閱者將僅為其自己內部業務活動且在訂閱者以書面隨時向供應者指定之裝置上使用市場數據（前一句所使用的「為其自己內部業務活動」一語，係指訂閱者(a)以自己名義或以其客戶名義交易之商品期貨契約、商品期貨契約選擇權或類似的衍生性工具，或(b)為其自己內部業務決策或給予其客戶諮詢意見評估商品期貨契約、商品期貨契約選擇權或相似衍生性工具之市場動向或趨勢，但必須受到本小段以下有關向客戶電話揭露市場數據之必要與最小段數之所有限制規定拘束）。訂閱者同意其將不會以任何格式向任何其他人士溝通或提供市場數據，亦不會允許任何其他人士直接或間接自上述指定辦公室或地點拿走任何市場數據，並將採取並實施任何得合理防止市場數據被拿走的政策。訂閱者明確同意在未限制或改變本合約第7條或其他條文所定訂閱者義務之情況下，訂閱者不應為了決定在本期貨交易所以外的任何交易所交易的商品期貨契約、商品期貨契約選擇權或相似衍生性工具價格或達到任何價格之目的，包括清算價格在內，而使用或允許其他人士使用任何市場數據。訂閱者將遵守本期貨交易所就該項使用可能規定之任何其他限制規定。訂閱者將盡最大努力確保其合夥人、職員、董事、受雇人員及代理人對於透過訂閱者持有之裝置所接受的市場數據，保持獨家控制與實際持有及獨家存取。(2)無論前述規定為何，訂閱者得於其正常營業過程中，將限於得使訂閱者進行其業務所需數量及最小段數之市場數據，提供予其每位客戶、分支辦公室及擔保介紹經紀商。該項再散發行為必須絕對限於電話溝通，不包含使用計算機語音合成或任何其他技術，且必須絕對與訂閱者或任何該等接收者之交易活動或相關。訂閱者必須告知任何該等接收者，該等段數係專有機密資訊，不得向其他人士或實體揭露或散發之。訂閱者同意盡所有合理努力確保該等接收者遵守本合約之條文。無論前述規定為何，如訂閱者是一家報紙，尤其會報導在期貨交易所交易的商品期貨契約或商品期貨選擇權，則該訂閱者被允許在該訂閱者接收市場數據

之次日在其報紙上公布該訂閱者在公布日前一天從本期貨交易所接收到市場數據。

(1) Except as provided in (2) below, Subscriber will use Market Data only for its own internal business activities and on the Devices designated by Subscriber in writing to Vendor 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, of commodity futures contracts, options on commodity futures contracts or similar derivative instruments, or (b) evaluating, for its own internal business decisions or advice to its customers, the movements or trends in markets for commodity futures contracts, options on commodity future contracts, or like derivative instruments, subject to all of the limitations set forth below in this sub-paragraph as to the telephonic disclosure to customers of a necessary and de minimis number of segments of Market Data.) 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, nor allow any other party to take, directly or indirectly, any of the Market Data from any office or location as designated above, and will adopt and enforce any policy that is reasonable to prevent the Market Data from being taken there from. Subscriber specifically agrees, without limiting or varying its obligations under paragraph 7 herein or otherwise set forth in this Agreement, that Subscriber shall not use or permit another person to use any Market Data for the purposes of determining or arriving at any price, including any settlement prices, for commodity futures contracts, options on commodity futures contracts, or like derivatives instruments traded on any exchange other than the Exchanges. Subscriber will abide by any other limitations on such use that the Exchanges may specify. 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. (2) Notwithstanding (1) above, Subscriber may, in the regular course of its business, occasionally furnish, to each of its customers, branch offices, and guaranteed introducing brokers, in a quantity restricted to that necessary to enable Subscriber to conduct its business, a de minimis number of segments of Market Data. Such dissemination must be strictly limited to telephonic communications not entailing the use of computerized voice synthesization 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 this Agreement. Notwithstanding the foregoing, in the event that a Subscriber is a newspaper which reports on, among other things, exchanges on which commodity futures contracts or options on commodity futures are traded, such Subscriber shall be permitted to publish, in its newspaper published for the day following the receipt by such Subscriber of the

Market Data, the Market Data received by Subscriber from Exchanges on the day prior to such publication.

- C. 如供應者已同意允許訂閱者透過供應者所提供裝置以外之方法接收、存取或展示市場數據，訂閱者將盡其最大努力確保不會使用可能使得第三人對訂閱者不負前述第 3(b)條義務之情況下存取市場數據之其他裝置、附加裝置或儀器。

In the event that Vendor has agreed to permit Subscriber to receive, access or display Market Data through means other than a Vendor-provided Device, such as an uncontrolled data feed, 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 3(b) above to access the Market Data.

4. 報告 REPORTING

訂閱者同意將相關本期貨交易所可能要求且與訂閱者接收市場數據相關之任何資訊或報告提供予供應者。訂閱者進一步同意將第 3(a)條提及之供應者與訂閱者之間之合約可能要求且係與訂閱者接收市場數據相關之任何額外資訊或報告提供予供應者。

Subscriber agrees to furnish promptly to Vendor any information or reports that may be required by the Exchanges as applicable and that is reasonably related to Subscriber's receipt of Market Data. Subscriber further agrees to furnish promptly to Vendor any additional information or reports that may be required by the agreement between Vendor and Subscriber referred to in Section 3(a) as it relates to Subscriber's receipt of Market Data.

5. 檢查與查核權利 RIGHT OF INSPECTION AND AUDIT

在正常營業時間，在至少 10 個營業日通知之後，ICE Data 指定代表本期貨交易所之任何人士，得依訂閱者公司安全政策造訪訂閱者之辦公室或地點，以便觀察市場數據使用情形，並檢驗與檢查任何裝置、附加裝置或疑義，以及訂閱者依第 3(b)條與第 4 條之規定，就其接收與使用市場數據必須維持之簿冊與紀錄。某家本期貨交易所發現訂閱者低報市場數據之使用情形時，訂閱者將立即調整（包括按每月 1.5%利率計算之利息在內），透過供應者補償該期貨交易所。此外，依任何該期貨交易所之選擇，有任何稽核顯示出有利於該期貨交易所之百分之五(5%)或以上實際應付任何本期貨交易所服務費金額之差額，訂閱者將負責任何該項稽核之費用。訂閱者應將其據以向本期貨交易所報告之簿冊與紀錄予以保存之期間為紀錄與簿冊相關期間之後六(6)年。如訂閱者未依前述規定保留該等紀錄與簿冊，訂閱者同意支付每一家本期貨交易所合理預估依據任何稽核所發現之任何差額。

During regular business hours, following a minimum of 10 business days' notice, any Persons designated by ICE Data on behalf of an Exchange may have access to Subscriber's offices or locations, under the Subscribers corporate security policies, 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 3(b) and 4 in connection with its receipt and use of Market Data. Subscriber will make prompt adjustment (including interest thereon at the rate of 1.5% per month), through Vendor, to compensate an

Exchange that 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 any Exchange. Subscriber shall maintain the records and books upon which it bases the reporting for the Exchanges 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. 交易所服務費 EXCHANGE FEES

訂閱者將為了並代表每家本期貨交易所（相關者），依據每家本期貨交易所隨時發布之當時費率（包括任何與全部相關聯邦、州或地方稅款在內），就接收市場數據之權利付款予供應者。每家本期貨交易所得於任何時候修改其服務費，且無須事先通知訂閱者。

Subscriber will pay Vendor (unless vendor has assumed Subscribers 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. 訂閱者之立約承諾、聲明與保證

COVENANTS, REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER

訂閱者立約承諾、聲明並保證，其並未從事經銷市場數據之業務，且在合理詢問後就其所知，係自本期貨交易所授權得經銷市場數據之供應者接收市場數據。訂閱者同意其將不會或允許任何其他人士為非法目的使用市場數據。訂閱者同意其將不會以任何方式使用市場數據與本期貨交易所或供應者競爭，亦不會以任何方式使用市場數據協助或使得第三人與本期貨交易所或供應者競爭。訂閱者同意本期貨交易所依此提供市場數據，係以訂閱者絕對遵守本合約之條款為條件，且當供應者判斷訂閱者有未履行或違反本合約任何條文之情形，或當任何本期貨交易商指示如此做時，供應者得在有或無通知以及有或無原因之情況下，立即中斷上述服務。

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 from a Vendor that is authorized by the Exchanges to distribute the Market Data. Subscriber agrees that it will not use or permit any other Person to use Market Data for any illegal purpose. Subscriber agrees that it will not use Market Data in any way to compete with the Exchanges or Vendor, nor use the Market Data in any way so as to assist or allow a third party to compete with the Exchanges or Vendor. Subscriber agrees that the provision of Market Data by the Exchanges hereunder is conditioned upon Subscriber's strict compliance with the terms of this Agreement and that Vendor 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, or whenever directed to do so by any of the Exchanges.

8. 放棄主張保證之權利。DISCLAIMER OF WARRANTIES

訂價數據係「按原樣」、「按原址」提供，且對於訂價數據，不為任何明示或默示保證。在不限制任何其他不承諾事項之情況下，ICE DATA 不聲明或保證訂價數據為正確或完整、訂價數據將無錯誤或瑕疵或將是不間斷的、或無侵害任何智慧財產權之情形、或任何智慧財產權之效力。除本合約明示或另有規定之範圍外，據此排除由成文法或不成文法或其他（包括但不限於為特定目的，有關可銷售性或適用性之保證），針對本合約默示之 ICE DATA 及其關係企業之所有條件、保證、承諾、條款與聲明。除了 ICE DATA 之詐欺或故意不法行為外，ICE DATA 不負責任何特殊、間接、懲罰性或衍生性損失或損害，如論其性質為何或如何產生（無論係過失、違反契約、聲明或其他），包括但不限於利益損失、預期存款損失、業務損失或聲譽損失。

THE PRICING DATA IS PROVIDED "AS-IS" "WHERE IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRICING DATA. WITHOUT LIMITING ANY OTHER DISCLAIMERS, ICE DATA MAKES NO REPRESENTATION OR WARRANTY THAT THE PRICING DATA IS ACCURATE OR COMPLETE, THAT THE PRICING DATA WILL BE FREE FROM ERRORS OR DEFECTS OR THAT IT WILL BE UNINTERRUPTED, OR WITH RESPECT TO NON-INFRINGEMENT OR VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS. EXCEPT TO THE EXTENT EXPRESSLY OTHERWISE STATED IN THIS AGREEMENT, ALL CONDITIONS, WARRANTIES, UNDERTAKINGS, TERMS AND REPRESENTATIONS OF ICE DATA AND ITS AFFILIATES, IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATING TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) IN RELATION TO THIS AGREEMENT ARE HEREBY EXCLUDED. EXCEPT IN THE CASE OF ICE DATA'S FRAUD OR WILLFUL MISCONDUCT, ICE DATA SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF WHATSOEVER NATURE AND HOWSOEVER ARISING (WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR OTHERWISE), INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OR LOSS OF GOODWILL.

9. 責任與損害之限制規定 LIMITATIONS OF LIABILITY AND DAMAGES

訂閱者承認並同意，訂價數據係「按原樣」提供，且 ICE Data、本期貨交易所或其任何關係企業並未就市場數據作任何明示或默示聲明或保證。在不限制任何其他不承諾事項之情況下，ICE Data、本期貨交易所或其任何關係企業並未聲明或保證訂價數據為正確或完整、訂價數據無錯誤或不間斷的。

在法律許可之最大範圍內，在包括重大過失、故意不法、故意違反本合約之規定在內之情況，ICE Data、其任何關係企業或各別董事、職員、經理人、受雇人員、代理人或代表人絕對不應向訂閱者或任何第三人負責因使用、誤用或無能力使用市場數據或任何相關文書、專門知識、發明、發現、技術、改良物或智慧財產權、或 ICE Data 或其任何關係企業違反本合約之行為所產生之任何損害，包括但不限於附帶、間接、特殊、衍生及懲罰性損害。

Subscriber acknowledges and agrees that the Pricing Data is provided "AS-IS" and that neither ICE Data, the Exchanges or any of their Affiliates make any representation or warranty, express or implied, with respect to the Market Data. Without limiting any other disclaimers, neither ICE Data, The Exchanges or any of their Affiliates make any representation or warranty that the Pricing Data is accurate or complete, that the Pricing Data will be free from errors or will be uninterrupted.

To the fullest extent permitted by applicable law, under no circumstances, including gross negligence, willful misconduct, or intentional breach of this Agreement, none of ICE Data, any of its Affiliates or any of their respective directors, officers, managers, employees, agents or representatives shall be liable to the Subscriber or any third party for any damages, including, without limitation, incidental, indirect, special, consequential and punitive damages, arising from the use, misuse or inability to use the Market Data or any related documentation, know-how, inventions, discoveries, techniques, improvements or intellectual property rights or a breach of this Agreement by ICE Data or any of its Affiliates

10. 合約期間與終止 TERM AND TERMINATION

在訂閱者絕對遵守本合約條款之條件下，在訂閱者與供應者之間之合約期間及該合約更新期間內，任何本期貨交易所依此提供市場數據之行為將繼續有效。此外並了解，本合約第 2(a)條與第 2(b)條所定條文，於本合約終止時應仍有效存在。

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 Vendor and any renewal term thereof. In addition, it is understood that the provisions set forth in paragraphs 2(a) and 2(b) of this Agreement shall survive the termination of this Agreement.

11. 損害賠償 INDEMNIFICATION

對於因或就本合約產生之任何與所有損賠，包括但不限於因訂閱者依此必須保留之任何報告或紀錄有任何不正確或不作為、訂閱者未提供或保留該報告或紀錄、或訂閱者遲延提供或保留該報告或紀錄而造成之任何責任、損失或損害（包括但不限於律師費及其他支出），訂閱者將賠償 ICE Data 與本期貨交易所、及其各自成員、董事、職員、受雇人員與代理人，為其等抗辯並使之免於受損。

Subscriber will indemnify, defend and hold ICE Data and the Exchanges, and their respective members, directors, officers, employees and agents harmless from and against any and all claims arising out of or in connection with this 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. 其他 MISCELLANEOUS

如訂閱者有任何違反於此所定義務之行為，本期貨交易所與訂閱者之間因本合約所產生之任何行動，應

應受紐約州國內法（但非衝突法）規範並據以解釋之。未經本期貨交易所（相關者）事前書面同意，訂閱者不得讓與本合約之全部或任何部分。供應者或訂閱者均不得修改或修正本合約之條款。如本合約之條款與條件，與訂閱者接收及使用市場數據相關之任何其他合約之間有任何衝突，包括但不限於第 3(a) 條提及之供應者與訂閱者之間之合約，應以本合約之條款與條件為準。如本合約之一條或以上條款因故被判定無效，本合約之其他條款應仍完全有效。

In case of any breach by Subscriber of its obligations hereunder, any action arising out of this Agreement between the Exchanges 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.

Subscriber may not assign all or any part of this Agreement without the prior written consent of the Exchanges (as applicable). Neither Vendor nor Subscriber may modify or amend the terms of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and any other agreement relating to Subscriber's receipt and use of Market Data, including, without limitation, the agreement between Vendor and Subscriber referred to in Section 3(a), the terms and conditions of this Agreement will prevail. If, for any reason, one or more provisions of this Agreement is held invalid, the other provisions of the Agreement shall remain in full force and effect.

訂閱者已閱讀及了解上述條款，以上之列印本將構成任何相關法律或法規所稱之「書面」；本數據訂閱合約之中文翻譯僅供參考，如果發生任何牴觸，應以原文版為準。

此 致

國泰期貨股份有限公司及其期貨交易輔助人

期 貨 交 易 人：_____ (原留印鑑)

身分證字號/營利事業統一編號：_____

中 華 民 國 年 月 日