光大證券 | 國際
EVERBRIGHT SECURITIES | INTERNATIONAL

市場數據訂閱表格

作為我們尊敬的客戶，您可以訂閱以下任何交易所的實時或延時市場數據：

交易所	實時市場數據 附註 1，附註 3	延時市場數據	取消訂閱
芝加哥期貨交易所 芝加哥商品交易所 紐約金屬交易所 紐約商品交易所 附註 2	☐供非專業用戶訂閱 （大中華地區：中國、香港、澳門及台灣）	不適用	☐取消訂閱
	☐供非專業用戶訂閱，每月 15 美元 （非大中華地區）		☐取消訂閱
倫敦國際金融期貨及期權交易所 附註 4	☐ 每月 110 美元	☐ 不收費	☐取消訂閱
紐約期貨交易所 附註 4	☐ 每月 110 美元	☐ 不收費	☐取消訂閱

附註 1：訂戶同意遵守相關交易所的條款及條件並受其約束。交易所條款及條件的全文可通過以下連結下載及打印：芝加哥期貨交易所、芝加哥商品交易所、紐約金屬交易所及紐約商品交易所 http://www.ebshk.com/mds/CME.pdf

倫敦國際金融期貨及期權交易所及紐約期貨交易所 http://www.ebshk.com/mds/ICE.pdf

附註 2：由於芝商所集團對其信息許可協議的條款進行了更新，芝加哥期貨交易所、芝加哥商品交易所、紐約金屬交易所及紐約商品交易所實時數據之訂戶須閱讀並簽署隨附之增訂附錄（僅提供英文版本）和本市場數據訂閱表格。

附註 3：請注意，需就少於一個完整曆月的任何使用期限支付全額月費，即倘於月中或月底訂閱市場數據，亦須支付全額月費。

附註 4：訂閱 LIFFE 和 NYBOT 的用戶需根據 ICE 所訂立的要求閱讀並簽署 ICE 訂閱協議。

請將填妥的市場數據訂閱表格交回您的客戶經理或致電我們的客戶服務熱線，以便進一步處理。

如有查詢，請致電+852 2822 5001（香港）/ +86 40011 95525（中國內地）/ +853 6262 5028（澳門）或電郵至 enquiry@ebshk.com。

訂閱詳情	
帳戶名稱	
帳戶號碼	
生效日期	_____（年）_____（月）_____（日）

本人 / 我們謹此訂閱本人 / 我們在上文方格中勾選的市場數據。

本人已閱讀且完全理解光大證券國際有關訂閱市場數據的一般條款及條件的內容，並同意受其約束，以及授權光證期貨（香港）有限公司#於本人 / 我們上述的帳戶中扣除月費*。

_____
帳戶持有人簽名**
日期：

*每月的訂閱費用須提前支付，並會於實際使用的相關月份前一個月的最後一個香港營業日扣除。

**簽名必須與開戶文件中記錄的簽名樣式相同。對於聯名帳戶，所有帳戶持有人均必須簽署。

#光證期貨（香港）有限公司屬中國光大證券國際有限公司的全資附屬公司，統稱「光大證券國際」。

光大證券國際有關訂閱市場數據的一般條款及條件

光大證券 | 國際
EVERBRIGHT SECURITIES | INTERNATIONAL

1. 釋義

「協議」指光大證券國際有關訂閱市場數據的一般條款及條件、訂閱市場數據申請表格，以及持牌法團可能不時發佈或規定的任何其他條款及條件。

「裝置」指以可視、可聽或其他可理解的形式接收、存取或顯示市場數據的任何一台固定或便攜式設備。

「發佈人」指經相關交易所許可，向第三方（持牌法團或訂戶直接或間接向其接收市場數據）傳播市場數據的任何相關交易所的發佈人。

「不可抗力事件」指任何水災、反常的天氣狀況、地震或其他天災、火災、戰爭、恐怖活動、暴動、暴亂、勞資糾紛、意外事故、疫症、突發公共衛生事件、政府或監管部門的行為、制裁、通訊或電力故障、設備或軟件故障，或受到黑客入侵或類似攻擊。

「光大證券國際集團」指包括光大證券投資服務（香港）有限公司及光證期貨（香港）有限公司，連同中國光大證券國際有限公司及其附屬公司及相聯公司等集團成員公司，包括中國光大證券（香港）有限公司及光大證券國際（香港）有限公司。

「法例」指適用於持牌法團及持牌法團所指示的其他經紀和交易商的一切法例、法規、規例及規管要求，包括（如適用）相關交易所及其相聯結算系統或結算公司的規則。

「持牌法團」指光大證券投資服務（香港）有限公司、光證期貨（香港）有限公司或中國光大證券（香港）有限公司。

「市場數據」指與上市、在交易所買賣及場外的證券、產品、衍生工具合約（包括但不限於掉期及期貨）、期權合約或類似衍生工具有關的資料及數據以及指數數據及分析數據。市場數據可包括但不限於開盤價及收市價，最高價和最低價、結算價、當前買賣價、未平倉合約資料、最後售價、價格限制、報價要求、定盤價、數據曲線、估計及實際成交量數據、合約細則以及提早及延遲發放的信息，以及相關交易所可能不時指定的其他市場數據或資料。

「市場數據訂閱表格」指持牌法團可能不時就其客戶申請存取或訂閱相關交易所市場數據而指定的表格。

「相關交易所」指任何下列交易所、市場或多邊交易設施：香港交易所、深圳證券交易所、上海證券交易所、上海國際能源交易中心、新加坡交易所、澳洲證券交易所、芝加哥商品交易所、芝加哥期貨交易所、紐約商品交易所、紐約商業交易所、迪拜商品交易所、洲際期貨交易所加拿大、洲際期貨交易所歐洲、洲際期貨交易所美國及洲際交易所新加坡或任何其他持牌法團可能不時指定的位於全球任何地點的交易所、市場、多邊交易設施或交易商協會。

「場外市場數據」指與場外衍生工具合約有關的市場數據。

「人士」指任何自然人、獨資企業、法團、合夥、有限責任公司或其他組織。

「監管機構」指證監會、相關交易所及其相聯結算系統或結算公司，以及任何在香港或其他地方的監管機構；

「監管規則」指監管機構的規則或由監管機構不時發佈的其他規則、守則、指引、通知及規管性指示；

「證監會」指香港證券及期貨事務監察委員會；及

「訂戶」指於市場數據訂閱申請表格內填入姓名並訂閱市場數據的人士。

2. 市場數據的專有權

2.1 訂戶承認及同意，各相關交易所及其聯屬公司對市場數據擁有獨家及有價值的產權（或在第三方內容提供商通過相關交易作出數據使用許可的情況下，該第三方內容提供商對之擁有獨家及有價值的產權），以至於該等市場數據構成相關交易所的有價機密資料、商業秘密、知識產權及/或專有權利，不屬公眾領域，且該等市場數據將仍屬於相關交易所的有價機密資料、商業秘密、知識產權及/或專有權利，若不是有協議的存在，訂戶不會對該等市場數據享有任何權利或存取機會。

2.2 訂戶承認及同意，任何市場數據的披露、或違反或威脅違反本文件所載的任何其他保證、聲明、條文、承諾、契諾或協議，將會對相關交易及/或持牌法團所造成不可彌補的損害，金錢賠償難以補救。因此，訂戶進一步承認及同意，除了且不限於可能獲得的任何其他法定或衡平救濟，對於違反或威脅違反協議的任何保證、聲明、條文、規定、契諾或承諾的情形（包括但不限於披露或威脅披露市場數據的任何情形），相關交易所及/或持牌法團有權獲得特定履行、禁制及其他衡平法救濟。

3. 訂戶接收市場數據

3.1 協議規定了訂戶可使用市場數據的條款及條件。訂戶確認，不論有任何協議，相關交易所、持牌法團或發佈人（如適用）均可自行酌情決定，終止傳播市場數據，或變更或取消其傳輸方法、速度或信號特徵。此外，訂戶承認及同意，相關交易所、持牌法團或發佈人（如適用）保留其不批准任何訂戶以及因故或無故終止任何訂戶接收市場數據的權利。

3.2(i) 訂戶僅可將市場數據用於其內部業務活動（內部業務活動不包括附屬公司及聯屬公司），而且僅在訂戶不時以書面形式向相關交易所、持牌法團或發佈人（如適用）指定的辦公場所、地點及裝置上（可能由相關交易所、持牌法團或發佈人（如適用）規定）使用。訂戶承認及同意，各相關交易所對構成內部業務活動或內部使用的內容可能有不同定義，並同意遵守相關交易所可能不時規定的所有使用限制及局限。

(ii) 訂戶同意，其不會且不允許他人以任何格式向任何其他方或上述所指定以外的任何辦公場所或地點傳遞或以其他方式提供市場數據，亦不會允許任何其他方直接或間接從該等辦公場所或地點拿走任何市場數據，並將採用並執行防止市場數據被從中拿走的任何合理政策。訂戶特別同意，在不限制或變更其在協議第7條或其他條款項下的義務的同時，訂戶自己不得亦不得允許他人將任何市場數據用於下列任何目的：(a)創制基於或源於市場數據的衍生數據產品，(b)確定或得出於相關交易所以外的任何其他交易所交易的衍生工具合約、衍生工具合約期權或類似衍生工具的任何價格（包括任何結算價），及(c)用於將在外部傳播、公佈或以其他方式使用的任何其他衍生產品。訂戶將遵守任何相關交易所可能不時指定的任何其他使用限制及局限。訂戶將盡其最大努力確保其合夥人、高級職員、董事、員工及代理人保持對通過訂戶所持有的裝置而收到的市場數據的獨自控制、獨自實際管有及獨自存取。

(iii) 訂戶將盡其最大努力確保不允許市場數據在未經授權的情況下傳播。

4. 報告

訂戶同意及時向相關交易所、持牌法團及/或發佈人（如適用）及彼等各自之聯屬公司或代理人提供相關交易所、持牌法團及/或發佈人（如適用）不時要求的與訂戶接收或使用市場數據合理相關的任何資訊或報告。

5. 檢查及審核的權利

5.1 在正常營業時間內，相關交易所、持牌法團及/或發佈人（如適用）所授權的任何人士可以進入訂戶的辦公場所或地點，以觀察、檢查及/或審核市場數據的使用情況，審查及檢查任何裝置、附加裝置或設備以及訂戶根據本協議就其接收及使用市場數據的情況而維持的任何賬簿及記錄。

5.2 倘檢查或審核時發現訂戶將市場數據用於未申報的用途，訂戶將及時作出付款調整（包括按相關交易所、持牌法團及/或發佈人（如適用）可能規定的利率計算的利息），以補償相關交易所、持牌法團及/或發佈人（如適用）。此外，依照任何該等相關交易所、持牌法團及/或發佈人（如適用）的選擇，訂戶將有責任承擔其結果顯示與實際應付予相關該交易所、持牌法團及/或發佈人（如適用）的費用金額存在對該交易所有利的差異而且該差異達到百分之五(5%)或以上（或相關交易所、持牌法團及/或發佈人（如適用）可能不時規定的其他百分比）的任何審核的合理費用（視情況而定）。

5.3 對於作為其報告依據的記錄及賬簿，訂戶應於該等記錄及賬簿所涉及的期間後將其保存三(3)年（或由相關交易所、持牌法團及/或發佈人（如適用）可能不時規定的其他期限）。倘訂戶未能按上述規定保存該等記錄及賬簿，則訂戶同意向相關交易所、持牌法團及/或發佈人（如適用）（視情況而定）支付經過上述任何審核而發現的任何差異的合理估計額。

6. 市場數據費

訂戶將根據當時的收費表就接收市場數據的權利向持牌法團付款。市場數據費可由持牌法團隨時作出變更，而無需事先通知訂戶。於收到訂戶的費用後，持牌法團應視情況向相關交易所或發佈人支付相應費用。訂戶承認及同意持牌法團有權不時修訂費用。儘管有上述規定，持牌法團可全權酌情要求訂戶直接向相關交易所或發佈人（如適用）支付相關的市場數據費。

7. 訂戶的聲明及保證

7.1 訂戶已(a)採取一切必要行動以授權訂立及履行協議項下的義務；(b)有權在無須任何其他人士進一步同意或批准的情況下訂立並履行其在協議項下的各項義務。

7.2 訂戶進一步聲明及保證：(i)其擁有訂立及履行協議的一切必要權力及授權；(ii)協議對訂戶而言屬合法、有效、具有約束力及可強制執行的；(iii)訂戶訂立或履行協議，並不違反亦將不會違反對訂戶、持牌法團或相關交易所具有約束力或對其適用的任何法例、規則、法規或命令或任何協議、文件或文書；及(iv)其存取及使用市場數據將符合所有適用的法例及監管規則。

7.3 訂戶聲明及保證，其不從事且不會在協議存續期間從事發佈市場數據的業務。

7.4 訂戶同意，其不會將或允許任何其他人士將市場數據用於任何非法或不道德的目的。

7.5 訂戶同意，其不會以與相關交易所競爭的任何方式使用市場數據，亦不會以協助或允許第三方以與相關交易所競爭的任何方式使用市場數據。

7.6 訂戶同意，據此提供的市場數據的前提條件是訂戶嚴格遵守協議條款，且當相關交易所、持牌法團及／或發佈人（如適用）自行判斷訂戶存在違背或違反本文件條文或由相關交易所或發佈人制定且適用於存取、接收或使用市場數據的條款及條件時，其可立即終止上述服務，而不論是否發出通知，亦不論是否提供理由。

8. 免責聲明

市場數據的提供，及訂戶亦同意市場數據的提供，乃在不帶有任何種類的保證的情況下在「現有」的基礎上按「現狀」為基準。訂戶同意：持牌法團、其聯屬公司及光大證券國際集團的任何成員；發佈人及其聯屬公司（如適用）；交易所及其聯屬公司；及彼等各自的任何成員、董事、高級職員、僱員或代理以及相關交易所的任何許可人士對市場數據或其傳輸、及時性、準確性或完整性不作任何明示或默示的聲明或保證，包括但不限於任何默示保證或對適銷性、質量或適用於特定目的或用途或不侵權的任何保證，以及（在法律容許的範圍內）由法規或其他法律或因任何交易過程或行業慣例而產生的保證。

9. 責任及損失賠償限制

9.1 訂戶同意：持牌法團、其聯屬公司及光大證券國際集團的任何成員；發佈人及其聯屬公司（如適用）；相關交易所及其聯屬公司；及彼等各自的任何成員、董事、高級職員、僱員或代理人以及向交易所作出許可的任何許可人：

(i) 不保證市場數據的順序、準確性或完整性，其中任何人士亦不會就市場數據或其傳輸的任何延遲、不準確、錯誤或遺漏或因訂戶接收或使用市場數據而產生的任何其他損害對訂戶或任何其他人士承擔責任，而不論該損害是否由其本身的疏忽、不可抗力事件或任何其他原因導致。

(ii) 不就因協議及其項下的市場數據而產生的或與之有關的任何損失、責任或其他損害（不論是直接、間接或後果性的）對訂戶或任何其他人士或實體承擔責任，包括但不限於：

(a) 市場數據的傳送、地點或市場數據本身的任何不準確、不完整、延誤、中斷、錯誤或遺漏；或

(b) 訂戶、其客戶或任何其他實體或彼等各自的任何聯屬公司、董事、高級職員、僱員或代理人作出的任何決定或採取或不採取的行動。

(c) 營業收入損失、利潤損失或任何懲罰性、間接、後果性、特殊或任何類似的損害賠償，而不論是合約、侵權行為或其他方面的，即使已知悉發生該等損害賠償的可能性。

9.2 訂戶明確承認相關交易所及其聯屬公司、持牌法團及其聯屬公司及發佈人及其聯屬公司（如適用）並無就協議及市場數據對訂戶或任何第三方作出任何明示或默示的保證，包括但不限於：(i)關於市場數據的及時性、順序、準確性、完整性、即時性、適銷性、質量或適用於特定用途的任何保證，或(ii)對於訂戶或任何第三方使用市場數據所能獲得的結果的任何保證。

9.3 倘上述免責聲明及責任免除或其任何部分被視為無效或無作用，則相關交易所及其聯屬公司、持牌法團及其聯屬公司、發佈人及其聯屬公司（如適用）及彼等各自的董事、高級職員、成員、僱員或代理人（視情況而定）的累積責任不得超過損失或損害的實際金額，或五十美元（$50.00）的金額或可能由相關交易所或持牌法團不時規定的其他較低金額限額，以較少者為準。

10. 期限及終止

10.1 倘訂戶嚴格遵守協議的條文及所有適用的法例及監管規則，發佈人根據本文件提供的市場數據將持續生效，直至任何一方透過發出至少三十(30)天表明其擬終止協議的事先書面通知終止為止。不管上述的條文，持牌法團有權要求提供市場資料的服務在相關交易所及/或發佈人訂明的相關服務期的最後一天終止。

10.2 協議終止後，訂戶應立即停止使用市場數據，並刪除根據協議收到的任何及所有市場數據，包括但不限於任何已儲存的歷史市場數據。

11. 修訂

相關交易所、持牌法團及／或發佈人（如適用）可不時修改及修訂適用於存取、接收或使用市場數據的協議及／或其他條款及條件，且訂戶同意受該等條款約束。於相關交易所、持牌法團及／或發佈人（如適用）（視情況而定）向訂戶發出修改或修訂的通知之後繼續存取或使用市場數據，即表示訂戶同意受經修改或修訂的協議或適用於存取、接收或使用市場數據的其他條款及條件約束。

12. 繼續有效

第1條（釋義）、第2條（市場數據的專有權）、第8條(免責聲明）、第9條(責任及損失賠償限制）、第13條(彌償）、第14條(承諾訂立其他文件等）的條文及根據性質理應繼續有效的條款以及對上述條文的任何修訂將於協議終止或屆滿後繼續有效。

13. 彌償

訂戶將彌償相關交易所、持牌法團及／或發佈人（如適用）及彼等各自的聯屬公司、董事、高級職員、僱員及代理人、為其辯護，並保障其免受因協議引致或與此相關的任何及全部申索，包括但不限於因(i)訂戶未能提供或存置，或訂戶延遲提供或存置本文件要求訂戶存置的任何報告或記錄；(ii)訂戶未能遵守協議的任何條文及／或相關交易所、持牌法團及／或發佈人（如適用）規定而適用於存取、接收或使用市場數據的其他條款及條件；或(iii)訂戶侵犯了相關交易所在市場數據中的知識產權或專有權而引致或產生的任何責任、損失或損害（包括但不限於全額彌償律師費及其他費用）。

14. 承諾訂立其他文件等

訂戶同意遵守已生效及可能經相關交易所不時修訂而適用於存取、接收及使用市場數據的相關交易所的條款及條件，並受其約束。訂戶承諾於持牌法團要求時立即制定、訂立、執行、履行及提供持牌法團合理要求以履行任何適用於相關交易所、持牌法團或發佈人（如適用）的任何法定或監管義務的一切其他行動、協議、契據、文件、事項及事宜，或促成或促使其被制定、訂立、執行、獲履行及提供，費用及開支完全由其自行承擔。在不限制前述規定一般性的前提下，訂戶承諾於相關交易所、持牌法團或發佈人（如適用）要求時，立即以相關交易所不時規定的形式訂立訂戶協議。

15. 授權書

訂戶謹此不可撤回地委任持牌法團為其合法授權人，以訂立及執行持牌法團真誠地認為必要及訂戶為進一步履行或根據協議的條款或為遵守適用於訂戶的任何法律或監管義務而合理應進行的一切事宜。

16. 雜項

16.1 由協議引起的任何訴訟均受香港法例的管轄，並依其解釋。訂約方均願接受香港法院的非專屬司法管轄權管轄。

16.2 訂戶不得轉讓協議的全部或任何部分。持牌法團可將其於協議項下的全部或任何部分權利及義務轉讓予光大證券國際集團的其他成員公司。

16.3 在未獲得持牌法團的事先書面同意的情況下，訂戶不得修改或修訂協議的條款。

16.4 倘協議的條款及條件與相關交易所的標準訂戶協議（如適用）之間有任何衝突，概以相關交易所標準訂戶協議的條款及條件為準（惟僅限於不一致之處）。

16.5 倘由於任何理由，協議的一項或多項條文或其中的任何部分被認定為無效或不可執行，則協議的其他條文或其他部分將仍然完全有效及生效。

16.6 訂戶謹此同意相關交易所及其聯屬公司使用相關交易所及其聯屬公司不時通過開展業務取得的有關訂戶的專有數據或其他個人資料（包括向彼等提交以履行監管義務的任何數據），用作商業、業務及營銷目的。

16.7 訂戶承認及同意，相關交易所為協議的預定第三方受益人，且相關交易所可強制執行本文件項下的明文保障相關交易所免受法律責任的條款。除相關交易所、光大證券國際集團的任何成員以及光大證券國際集團成員各自的任何高級職員、僱員或代理（「合資格第三方」）外，非本協議訂約方的人士不享有《合約（第三者權利）條例》（香港法例第623章）項下的任何權利以執行本協議的任何條款。儘管本協議或《合約（第三者權利）條例》有任何相反的規定，持牌法團可在未取得任何合資格第三方同意或於彼等不知情的情況下終止、修訂、替換、撤銷或同意本協議項下的任何變更、豁免或和解。

光大證券 | 國際
EVERBRIGHT SECURITIES | INTERNATIONAL

SUBSCRIBER ADDENDUM

This addendum is by and between CES Commodities (HK) Limited ("Distributor") and yourself ("Subscriber") (the "Subscriber Addendum"). The Distributor and Subscriber are each a "Party" and collectively the "Parties".

1. Background

(A) Distributor has entered into an agreement with Chicago Mercantile Exchange Inc (or its successors or assignees) ("**CME**") whereby CME Group has granted the Distributor (which may include certain other Affiliates of Distributor authorized by CME (collectively the "**Distributor Group**")) the right to receive certain market data and other financial information licensed by CME, (the "**CME Licensed Information**") and to retransmit the same to Subscriber and certain Affiliates of Subscriber (as agreed between Distributor and Subscriber) (the "**Subscriber Group**").

(B) In turn, Distributor and Subscriber have entered into an agreement, by which Distributor Group will, among other things, provide Subscriber Group with CME Licensed Information and may include, under the same agreement, other market data sublicensed from other exchanges (the "**Distribution Agreement**").

(C) This Subscriber Addendum is an addendum to the Distribution Agreement and sets forth the additional terms and conditions upon which Subscriber Group may receive and access the CME Licensed Information, but does not apply to any other market data that may be sublicensed to Subscriber Group, on behalf of any other exchange besides CME, under the Distribution Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

2. Definitions

The below definitions apply only to the terms set out in this Subscriber Addendum and do not amend the Distribution Agreement for any other purpose. All other capitalized terms used in this Subscriber Addendum, have the same meaning as defined in the Distribution Agreement, unless otherwise stated herein.

Affiliate: an entity that controls, is controlled by or is under common control with a Party. Control means the ownership or control, directly or indirectly, of at least fifty percent (50%) or more of all of the voting shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.

Automated Trading System: any system or software operated by Distributor that generates and/or routes orders electronically with no, or only de minimis, human action involved in generating, sending and/or verifying orders.

Benchmark Information: CME Licensed Information designated by CME as benchmark information in the Information Policies.

CME Group: CME and its Affiliates.

CME Licensed Information Product: certain specified instruments of CME Licensed Information, grouped as one data product, as specified in the Information Product Fee Schedule.

Confidential Information: all information disclosed by the Parties in connection with this Subscriber Addendum, which should reasonably be considered as confidential because of its nature and the manner of its disclosure including but not limited to the CME Licensed Information.

Day: a calendar day.

Device: any display unit (fixed or portable) which has the ability to access, receives, processes or displays the CME Licensed Information, whether in whole or part, through the Service. CME reserves the sole right to determine what constitutes a Device.

Distributor Group: Distributor and its Affiliates.

Futures and Options on Futures Information: the CME Licensed Information that originates from Designated Contract Markets (DCM) as defined in the Commodities Exchange Act 1936 (as amended and updated) or any other equivalent legislation. Such DCMs include, but are not limited to the CME, NYMEX, COMEX, CBOT and DME, DCMs.

Information Policies: the policies applicable to CME Licensed Information as set out on the CME website (currently located at www.cmegroup.com/informationpolicies) as they may be amended from time to time.

Information Product Fee Schedule: the document issued by Distributor to Subscriber, describing the CME Licensed Information licensed by Distributor on behalf of CME and the corresponding fees.

Internal Controls: the electronic systems (including software and hardware), network configurations, rules, procedures, and policies which, taken together and to the satisfaction of CME: (i) identify the ability to access CME Licensed Information; (ii) permit access to CME Licensed Information using a defined Unit of Count; (iii) prevent any unauthorized access to CME Licensed Information; and (iv) retain auditable records of the forgoing.

Intellectual Property Rights: patents, trademarks, service marks, trade and service names, domain names, copyrights, topography rights, database rights, design rights, trade secrets and other intellectual property, proprietary or moral rights, whether or not they are registered and including all applications and rights to apply for registration, and all similar or equivalent rights, anywhere in the world.

Managed User Non-Display: a Service authorized by CME that facilitates the Non-Display Use of CME Licensed Information by a Subscriber who is an individual natural person.

Non-Display Use: non-viewable use of CME Licensed Information in any system, process, program, machine or calculation other than in order to display or distribute CME Licensed Information for display. Such use may include, but is not limited to, calculation of P&L, portfolio valuation, order processing, use within Automated Trading Systems and automated order routing.

Person: means any natural person, proprietorship, corporation, partnership, limited liability company or other organization.

Personal Data: any information relating to an identified or identifiable natural person.

Privacy Center: the CME Group Inc. Privacy Center on the CME website (currently located at https://www.cmegroup.com/privacy-policy.html) as may be amended from time to time.

Service: any medium provided by, or on behalf of, Distributor or a Distributor Group entity, through which the CME Licensed Information is made available.

Unit of Count: the unit of measure that is used for the assessment of fees and or reporting. Unless otherwise advised by CME, Device is the default Unit of Count in respect of CME Licensed Information. If a Device is configured to access multiple Services, then each ability to access a Service on that Device will be one Unit of Count, for example, a laptop running three (3) Services shall be counted as three (3) Devices.

Unless the context requires otherwise:

- words importing the singular shall include the plural and vice versa;
- words importing any gender shall include the other genders and vice versa;
- references to the word "include" shall mean "including, without limitation" or "including, but not limited to";
- headings used are for reference purposes only and shall not affect the interpretation of this Subscriber Addendum.

3. Subscriber Addendum Term

3.1 This Subscriber Addendum is effective as of the date the CME Licensed Information was first made available by Distributor to a Subscriber Group entity and will continue until terminated in accordance with the provisions herein (the "**Subscriber Addendum Term**").

4. Receipt of CME Licensed Information by Subscriber Group

4.1 Subject to the terms and conditions of this Subscriber Addendum, during the Subscriber Addendum Term, Subscriber Group is permitted to access CME Licensed Information via the Service and display such CME Licensed Information on a Device for its own internal business activities.

4.2 All Non-Display Use of CME Licensed Information requires a direct license with CME.

5. Internal Controls

5.1 SUBSCRIBER WARRANTS (ON BEHALF OF ITSELF AND THE REST OF THE SUBSCRIBER GROUP) TO BOTH DISTRIBUTOR AND CME, THAT DURING THE SUBSCRIBER ADDENDUM TERM, SUBSCRIBER GROUP SHALL AT ALL TIMES HAVE IN PLACE AND MAINTAIN EFFECTIVE INTERNAL CONTROLS IN ACCORDANCE WITH CME'S INFORMATION POLICIES, USING CME'S UNIT OF COUNT AND WILL MAINTAIN AUDITABLE EVIDENCE OF THE OPERATION OF THE INTERNAL CONTROLS AND SUBSCRIBER WILL AT ALL TIMES FAMILIARIZE ITSELF WITH SUCH INFORMATION POLICIES.

6. CME Licensed Information

6.1 Subscriber acknowledges and agrees on behalf of Subscriber Group that:

(a) Subscriber Group shall not redistribute CME Licensed Information outside of Subscriber Group. Notwithstanding the forgoing, should any entity within the Subscriber Group wish to distribute CME Licensed Information outside of the Subscriber Group, then Subscriber must seek permission from CME directly. If such request is approved by CME (in its sole discretion) then each applicable Subscriber Group entity, must be licensed under a separate license agreement with CME directly, for the right to distribute the CME Licensed Information.

(b) Subscriber Group shall not misrepresent CME Licensed Information or deface or remove any trademarks transmitted with CME Licensed Information.

(c) Subscriber Group shall not access or use CME Licensed Information for any illegal purpose and agrees, that each Subscriber Group entity, will only access or use CME Licensed Information, in accordance with the laws and regulations of the jurisdiction in which they operate.

(d) Subscriber Group shall not use the CME Licensed Information or any portion thereof, in the creation,

distribution, settlement or maintenance of any derivative work (including but not limited to financial products, indexes, quotes, spot prices, curves, surfaces, contracts for difference (CFDs) and other leveraged products, futures, options on futures, indicative optimized portfolio values (IOPV), net asset value (NAV), or analytical reference figures or values calculated from CME Licensed Information for purposes of fund administration and portfolio management services, risk management services or valuation services based on the Information) unless Subscriber Group is licensed to do so by CME.

(e) CME and CME licensors, hold all right, title and interest in and to CME Licensed Information and the Intellectual Property Rights in the CME Licensed Information, and in the format in which CME Licensed Information is transmitted by CME. Except for the limited license expressly granted herein, all rights not expressly licensed under this Subscriber Addendum are expressly reserved to CME and CME licensors and the ownership and Intellectual Property Rights of the CME Group entities and other CME licensors are not transferred, assigned or affected in any way by this Subscriber Addendum. Subscriber undertakes that Subscriber Group shall not carry out text and data mining, as those terms are defined in EU Directive 2017/790. Subscriber acknowledges on behalf of Subscriber Group that the reservation of rights by CME and CME licensors in this Subscriber Addendum is appropriate.

(f) It consents to CME Group's use of the Personal Data as described in the Privacy Center, and represents and warrants to CME Group, that each Subscriber Group entity, has either obtained valid consents from those individuals to whom the Personal Data relates, or has satisfied an applicable legal basis, pursuant to all applicable laws, so as to ensure that CME Group is able to process the Personal Data, as envisaged under this Subscriber Addendum and in accordance with applicable laws. Subscriber will ensure that any transfer of Personal Data from any Subscriber Group entity to CME Group, to countries other than where the individual provided its Personal Data, will satisfy all applicable laws.

(g) If CME permits the Subscriber Group to redistribute CME Licensed Information, pursuant to **section 6.1 (a)** above, Subscriber Group shall not distribute, or permit distribution, of CME Licensed Information to any entity located in any country subject to comprehensive sanctions by the Office of Foreign Assets Control and/or identified on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List.

(h) Subscriber Group shall not use Benchmark Information other than for display on one or more Devices.

(i) If Subscriber is licensed for Managed User Non-Display of CME Licensed Information (which for the avoidance of doubt will not include Benchmark Information), then Subscriber will not use the CME Licensed Information for any other purpose (including viewing the CME Licensed Information on a Device and/or the creation of derived works), without a separate license with CME or Distributor.

6.2 Subscriber accepts responsibility for Subscriber Groups compliance with the terms of this Subscriber Addendum and will cause the same to comply with the terms of the Subscriber Addendum.

7. Subscriber Reporting Obligations

7.1 Subscriber Group will maintain complete and accurate books and records, relating to all Units of Count that had the ability to access CME Licensed Information ("**Records**"), and retain such Records, for the most recent five (5) year period.

7.2 FOR THE AVOIDANCE OF DOUBT, THE DEFAULT UNIT OF COUNT FOR FUTURES AND OPTIONS ON FUTURES INFORMATION IS ALWAYS DEVICE (UNLESS OTHERWISE ADVISED BY CME).

7.3 In addition to any other Units of Count that Subscriber is required to report to Distributor and (unless Subscriber has otherwise agreed directly with CME), Subscriber is required to report to Distributor (or directly to CME if requested) on a date agreed between Subscriber and Distributor (or between Subscriber and CME, as applicable), the maximum number of Devices within the Subscriber Group, that have the ability to access CME Licensed Information, each month, via each Service covering each CME Licensed Information Product. For example, where CME Licensed Information constitutes Futures and Options on Futures Information, if Subscriber has ten (10) Devices that are enabled to access the CBOT DCM and five (5) of those Devices are also enabled to access the NYMEX DCM, then Subscriber must report ten (10) Devices for CBOT and five (5) Devices for NYMEX.

Where Device is the default Unit of Count for the CME Licensed Information, the following rules apply:

(a) Subscriber Group is required to report the total number of Services per unique Devices which are authorized by Internal Controls to access the CME Licensed Information, irrespective of whether such Device did actually access the CME Licensed Information. For example, a laptop running three (3) Services shall be reported as three (3) Devices.

(b) Subscriber Group is strictly prohibited from using any "usage-based" recording system as a means for counting and reporting Devices.

(c) In cases where the same Device is used for both display and Non-Display Use, the Subscriber's reporting of such Device to Distributor under the terms of this Subscriber Addendum, does not relieve Subscriber of its obligation to license with CME directly for the Non-Display Use (unless Subscriber is directly licensed with Distributor for Managed User Non Display) and any additional reporting obligation thereunder for the Non-Display Use activity.

(d) In relation to cases where an access ID is enabled to concurrently access CME Licensed Information via multiple Devices, the Subscriber must report the total number of Devices that each access ID has been enabled to access CME Licensed Information, on a per Service basis. For examples, please see the Unit of Count guides available at CME's Market Data Policy Education Center https://www.cmegroup.com/market-data/license-data/marketdata-policy-education-center.html.

(e) Subscriber Group is strictly prohibited from netting Device Units of Counts across Services or unique users, without the express written permission of CME.

7.4 Subscriber shall be liable to CME and Distributor for any unreported Units of Count identified as having the ability to access CME Licensed Information.

8. Audits

8.1 Notwithstanding the provisions of the Distribution Agreement, during the Subscriber Addendum Term and for a period of not less than twenty-four (24) months thereafter, Subscriber must produce on request, the Records and complete and accurate books and records related to Internal Controls, for the most recent five (5) year period. Distributor or CME or their authorized representatives (the "**Auditor**"), may inspect equipment, software and Records to verify compliance with this Subscriber Addendum.

8.2 Audits may be carried out by the Auditor, at any Subscriber Group location, during business hours, during the Subscriber Addendum Term and up to twenty-four (24) months following termination:

(a) once per twelve (12)-month period on no less than thirty (30) Days' notice; and

(b) without advance notice and more than once in any twelve (12) month period, if Distributor or CME, reasonably suspects a material breach of the Subscriber Addendum by any Subscriber Group entity. All information observed during an audit will be treated in accordance with the confidentiality provisions hereunder and used only to verify compliance with the Subscriber Addendum. CME or Distributor or either of their agents, will comply with Subscriber's reasonable safety and security rules and regulations at all times when on site at a Subscriber Group location throughout the audit.

8.3 Subscriber must pay any outstanding fees revealed by an audit to CME, and Distributor, within thirty (30) Days of receipt of an invoice from CME or Distributor and will be subject to interest at the lower of 1.5% per month or the maximum permitted by law.

8.4 If the Auditor identifies a lack of records or failure of Internal Controls such that the amount of any under-reported access to the CME Licensed Information during the audit period and the applicable fees cannot be established with reasonable certainty or agreed by the Parties, CME or Distributor may appoint an independent professional auditor to determine the fees owed to Distributor or CME at Subscriber's sole cost and expense. Distributor or CME and Subscriber will accept the determination of the appointed independent professional auditor.

8.5 If an audit reveals an underpayment, Subscriber shall bear the reasonable costs and expenses of the audit.

9. Termination

9.1 Either Party may terminate this Subscriber Addendum, or any license individually:

(b) On thirty (30) Days' written notice; or
(c) With immediate effect on written notice if:
  (i) The other Party enters into compulsory or voluntary liquidation, has a receiver appointed, presents a petition for its winding up (or has such a petition presented by a creditor)
  (ii) The other Party commits a material, irremediable breach of any term of this Subscriber Addendum, which includes, but is not limited to, the following breaches by Subscriber: misrepresentation of CME Licensed Information; failure to use effective Internal Controls; failure to prevent, identify or end unauthorized use, distribution or redistribution of CME Licensed Information; or
  (iii) The other Party fails to remedy a material breach within thirty (30) Days of written notice to do so.

9.2 This Subscriber Addendum or any license individually shall automatically terminate, with immediate effect, if Distributor's rights to sublicense the CME Licensed Information is partially or wholly revoked.

9.3 This Subscriber Addendum shall automatically terminate, if the Distribution Agreement itself expires or is terminated for any reason.

10. Fees

10.1 Subscriber will pay Distributor for the right to receive the CME Licensed Information, in accordance with the Distribution Agreement terms and conditions.

10.2 On occasion, Subscriber may be required to pay CME directly for access to and use of the CME Licensed Information licensed hereunder. In such circumstances, any fees paid to CME, shall be covered by a separate written agreement between CME and Subscriber, but shall only cover the receipt of the CME Licensed Information identified in that separate agreement and not any other market data received by Subscriber Group pursuant to the terms of the Distribution Agreement.

11. Covenants, Representations and Warranties of Subscriber

11.1 Subscriber, for itself and on behalf of the rest of the Subscriber Group, covenants, represents and warrants that:

(a) Subscriber Group is not (unless otherwise approved in writing by CME) engaged in the business of distributing CME Licensed Information and that, to its knowledge after reasonable inquiry, it is receiving the CME Licensed Information from Distributor who is authorized by CME to distribute the CME Licensed Information.

(b) Subscriber Group will not use or permit any other person to use, CME Licensed Information for any illegal purpose and that each Subscriber Group entity, will only access or use CME Licensed Information, in accordance with the laws and regulations of the jurisdiction in which they operate.

12. CME Group as a Third-Party Beneficiary

12.1 The Distributor and Subscriber acknowledges and agrees that CME Group (only) are third-party beneficiaries of this Subscriber Addendum, and are entitled to all the rights and benefits thereunder, and may enforce the provisions of this Subscriber Addendum directly against Distributor and Subscriber Group, as if it were a party thereto.

13. Limitations of Liability and Damages

13.1 SUBSCRIBER (FOR AND ON BEHAF OF SUBSCRIBER GROUP) AND DISTRIBUTOR (FOR AND ON BEHALF OF DISTRIBUTOR GROUP) AGREES:

(A) THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO CME GROUP ENTITY, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONSULTANTS, OR LICENSORS SHALL BE LIABLE FOR: (A) ANY DELAY, INACCURACIES, ERRORS, OMISSIONS, OR INTERRUPTION OF ANY KIND IN RELATION TO THE CME LICENSED INFORMATION OR FOR ANY RESULTING LOSS OR DAMAGE; OR (B) LOSS OR DAMAGE ARISING FROM UNAUTHORIZED ACCESS TO OR MISUSE OF CME LICENSED INFORMATION.

(B) EXCEPT AS EXPRESSLY SET OUT IN THIS SECTION, NO CME GROUP ENTITY NOR ANY CME GROUP LICENSORS, MAKE ANY REPRESENTATIONS OR WARRANTIES AND EACH HEREBY DISCLAIMS AND SHALL HAVE NO LIABILITY FOR ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION TO THE MERCHANTABILITY, QUALITY OF THE CME LICENSED INFORMATION OR ITS FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED SERVICE OR ERROR-FREE SERVICE, OR THE SEQUENCE, TIMELINESS, ACCURACY OR COMPLETENESS OF THE CME LICENSED INFORMATION. THE CME LICENSED INFORMATION IS PROVIDED ON AN “AS IS” BASIS AT SUBSCRIBER GROUPS SOLE RISK

(C) THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CIRCUMSTANCES SHALL ANY CME GROUP ENTITY OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONSULTANTS OR LICENSORS BE LIABLE HEREUNDER TO ANY DISTRIBUTOR GROUP OR SUBSCRIBER GROUP ENTITY OR TO OTHERS DIRECTLY OR INDIRECTLY MAKING USE OF CME LICENSED INFORMATION, FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING UNDER THIS AGREEMENT, EVEN IF ANY DISTRIBUTOR GROUP OR SUBSCRIBER GROUP ENTITY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF AND EVEN IF DUE TO CME’S ERROR, OMISSION, OR NEGLIGENCE.

(D) IF THE FOREGOING DISCLAIMER AND LIMITATION OF LIABILITY SHOULD BE DEEMED INVALID OR INEFFECTIVE BY A COURT OF COMPETENT JURISDICTION, NEITHER CME GROUP, NOR THEIR

RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY OF THE FOREGOING BEYOND THE ACTUAL AMOUNT OF LOSS OR DAMAGE, OR THE SUM OF FIFTY DOLLARS ($50.00), WHICHEVER IS LESS.

14. Confidentiality

14.1 Confidential Information will be held in confidence by the receiving party and not be disclosed without the disclosing party's consent to any third party, except to any CME Group entity, CME Group licensors and any Distributor Group or Subscriber Group entity, and each of their respective agents, consultants and third-party advisors, provided they are bound by substantially similar confidentiality provisions as are set out in this Subscriber Addendum.

14.2 Confidential Information does not include Information that:

(a) at the time of disclosure is already publicly available;
(b) is already known to the receiving party prior to disclosure by the disclosing party;
(c) after disclosure becomes publicly available through no fault of the receiving party;
(d) becomes rightfully known to either Party without restriction from another source;
(e) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or
(f) is required to be disclosed by order of legal or regulatory authorities, or is requested by agency action of a regulatory authority with jurisdiction over the receiving party, provided that the receiving party provides reasonable notice to the disclosing party of such required disclosure and reasonably cooperates with the disclosing party in preventing or limiting such disclosure.

15. Modification

15.1 Notwithstanding anything to the contrary hereunder, Distributor and CME may from time to time, modify and amend this Subscriber Addendum, and Subscriber agrees that Subscriber Group shall be bound by such terms upon notice. Subscriber may terminate the Subscriber Addendum upon ten (10) Days' electronic or written notice upon such modification or amendment. By continuing to access or use the CME Licensed Information after Distributor or CME has provided Subscriber with notice of a modification, Subscriber is indicating on behalf of Subscriber Group that Subscriber Group agrees to be bound by the modified Subscriber Addendum.

16. Miscellaneous

16.1 If any part, term or provision of this Subscriber Addendum is held illegal, invalid or unenforceable, the validity or enforceability of the remainder of the Subscriber Addendum shall not be affected.

16.2 The failure of either Party (including CME Group) to exercise any right or remedy under this Subscriber Addendum or at law shall not prevent any further exercise of that right or remedy.

16.3 In the event of any conflict between the terms and conditions of this Subscriber Addendum and any other agreement relating to Subscriber's receipt and use of CME Licensed Information, including, without limitation, the Distributor Agreement, the terms and conditions of this Subscriber Addendum will prevail. Notwithstanding the forgoing, CME may amend its Information Policies at any time on at least thirty (30)) Days written notice to Distributor and Subscriber Group will be required to comply with any such amendments.

16.4 Upon any termination of the Subscriber Addendum, Subscriber Group shall discontinue any use of the CME Licensed Information, and delete any and all CME Licensed Information received under this Subscriber Addendum, including without limitation any stored CME Licensed Information. Notwithstanding the forgoing,

Subscriber Group may retain CME Licensed Information for the sole purpose of complying with Subscriber Groups regulatory obligations and for only as long as is necessary to comply with such requirements and shall not use the CME Licensed Information for any other purpose during this period.

17. Survival

17.1 The **Definitions, Section 12 (CME Group as a Third-Party Beneficiary), Section 13 (Limitation of Liability and Damages), Section 17 (Survival) Section 18 (Governing Law and Jurisdiction)**, those sections concerning CME's Intellectual Property Rights in the CME Licensed Information and, Sections that by their nature, should reasonably survive, and any amendments to the provisions of the aforementioned, will survive any termination or expiration of this Subscriber Addendum.

18. Governing Law and Jurisdiction

18.1 This Subscriber Addendum shall be governed by the internal laws of the State of Illinois, and the federal laws of the United States, without regard to conflicts of laws principles. The Parties hereto consent and submit to the exclusive jurisdiction and venue of the state courts located in Cook County, Illinois and the U.S. District Court for the Northern District of Illinois.

IN WITNESS WHEREOF, each of the Parties has caused this Subscriber Addendum to be duly executed in its name and on its behalf by the officer or representative duly authorized.

[ ] For Distributor		**[ ] For Subscriber**	
By:		By:	
Print Name:	CW Ko	Print Name:	
Title:	Director, Head of Securities Broking	Title:	
Date:		Date:	