

統一訂閱協議

(專業及非專業訂閱者均適用)

Date 日期: _____

To 致: Success Futures and Foreign Exchange Limited 實德期貨及外匯有限公司

From 由: _____ (Name of Account Holder 戶口持有人姓名)

_____ (Account Number 戶口號碼)

本市場資料訂閱協議由實德期貨及外匯有限公司（“服務供應商”）與（“閣下”或“訂閱者”）簽訂。本市場資料訂閱協議允許閣下按照本市場資料訂閱協議（“本協議”）的下列條款及條件存取、接收及使用若干市場資料（定義見下文）。本協議管轄閣下為接收及使用市場資料而進行的存取，並構成服務供應商與訂閱者（服務供應商及訂閱者各自稱為“一方”，合稱為“雙方”）之間具有法律約束力的協議。

1. 定義。

- a) “設備／裝置”指以可視、可聽或者其他可理解的形式接收、存取或顯示市場資料的任何一台設備，而不論是固定的還是可攜式的。
- b) “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、政府行為、通訊或電力中斷、設備或軟體故障。
- c) “人”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。
- d) “市場資料”指與交易所買賣期貨合約、期權合約或者類似衍生工具有關的資訊及資料以及相關指數資料，包括但不限於 開盤價及收市價範圍、最高價及最低價、結算價、現時買入價及賣出價、最後出售價格、價格限制、報價要求、預計及實際合約成交量資料、市場活動相關訊息、合約明細表、快消息或慢消息，視乎各交易所決定，亦可包括期貨轉現貨或以期換現交易相關資料。就訂閱者在本協議項下的義務而言，市場資料包括取自上述項目、向訂閱者傳遞與市場資料實質相當的資訊、數據及資料。

2. 市場資料的專有權。

- a) 訂閱者承認並同意，各交易所對其自有市場資料擁有專屬的有值產權，以至於該等市場資料構成各交易所的有值機密資料、商業秘密及／或專有權利，不屬公共領域，且該等市場資料將仍屬於各交易所的有值機密資料、商業秘密及／或專有權利，最少直至交易所將各自市場資料放諸公共領域或授權將各自市場資料放諸公共領域為止，若非有本協議，訂閱者不會對該等市場資料享有任何權利或存取機會。特定交易所所有否將其市場資料放諸公有領域或授權將其市場資料放諸公共領域，視乎該交易所與服務供應商之間的協議條款，該協議於第 3(a)條說明。
- b) 訂閱者承認並同意，披露任何市場資料，或者違反或威脅違反本協議中的任何其他契諾或協議，均會對各交易所造成不可彌補的損害，金錢賠償難以補救。因此，訂閱者亦承認並同意，除了且不限於可能獲得的任何其他法定或衡平濟助，對於違反或威脅違反本協議的任何條文、規定或契諾（包括但不限於披露或威脅披露任何市場資料），各交易所所有權獲得特定履行、禁制以及其他衡平濟助。

3. 訂閱者接收市場資料。

- a) 本協議由服務供應商與訂閱者訂立，載列訂閱者可以接收並使用市場資料的條款及條件。訂閱者承認，即使有本協議，各交易所均可自行酌情決定，停止傳播市場資料，或者改變或消除其自己的傳輸方法、速度或信號特徵。此外，訂閱者承認並同意，交易所保留其不批准任何訂閱者以及指示服務供應商因故或無故終止任何訂閱者接收市場資料的權利，交易所應通知服務供應商此事，而服務供應商應盡快停止向訂閱者提供市場資料。
- b) (1) 除下文第 (2) 條規定之外，訂閱者僅可將市場資料用於其自身的內部業務活動，而且僅在訂閱者不時以書面形式向服務供應商所指定的辦公場所、地點及設備上使用。（在緊接的上一句中使用時，“其自身的內部業務活動”一詞是指認購者(a)是為其自身或其客戶而買賣商品期貨合約、商品期貨合約期權或類似衍生工具，或(b)為了其自身的內部業務決策或向其客戶提供諮詢意見而評估商品期貨合約、商品期貨合約期權或類似衍生工具市場的動向或趨勢，上述活動均受本分段下文中對用電話向客戶披露必要及微不足道的零碎市場資料所列所有限制的約束。）訂閱者同意，不會且不允許他人以任何格式向任何其他方或者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資料，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資料，並且將採用

並執行防止市場資料被拿走的任何合理政策。訂閱者特別同意，在不限制或變更其在本協議第 7 段或其他條款項下的義務的同時，訂閱者自己不得亦不得允許他人將任何市場資料用於下列任何目的：確定或得出在交易所以外的任何其他交易所交易的商品期貨合約、商品期貨合約期權或者類似的衍生工具的任何價格（包括任何結算價）。訂閱者將遵守交易所對該等使用規定的任何其他限制。訂閱者將盡最大努力，確保其合夥人、高級職員、董事、僱員及代理人保持對通過訂閱者所持有的設備而收到的市場資料的獨自控制、獨自實際保管及獨自存取。(2) 儘管有上文 (1) 的規定，訂閱者可以在其正常營業業務的過程中，偶爾向其客戶、辦事分處及保證介紹經紀各別提供微不足道的零碎市場資料，其數量應以為使訂閱者能夠進行其業務所需為限。上述轉送必須嚴格限於不涉及使用電腦語音合成或任何其他技術的電話通訊，並且必須完全與訂閱者或任何該等接收方的交易活動相關。訂閱者應告知任何該等接收方，上述零碎資料乃是不得向其他人或實體披露或傳播的專有及機密資料。儘管以上所述，倘訂閱者為報社，報導商品期貨合約或商品期貨合約期權交易所等事，該訂閱者獲許於該訂閱者接收市場資料之翌日其出版的報紙內，刊發訂閱者於刊發前之日自交易所接收的市場資料。

- c) 倘服務供應商同意許可訂閱者經服務供應商所提供設備以外方式接收、存取或顯示市場資料，例如以下方式：(i) 互聯網、任何內聯網或任何其他類型網絡；(ii) 攜帶式設備（例如小型傳呼機、掌上型電腦、筆記型電腦等）；及(iii) 語音合成電話回應，則訂閱者同意盡一切努力，確保不使用可能容許不受上文第 3(b)條訂閱者匯報責任規限第三方存取市場資料的其他設備、附件或裝置。
4. 報告。訂閱者同意及時向服務供應商提交各交易所（視情況適用）不時要求提交且與訂閱者接收市場資料合理有關的任何資訊或報告。訂閱者亦同意及時向服務供應商提交第 3(a) 條服務供應商與訂閱者之間協議所規定且與訂閱者接收市場資料有關的任何額外資訊或報告。
5. 檢查及審核的權利。在正常營業時間內，任何交易所指定的任何人可以進入訂閱者的辦公場所或地點，以觀察市場資料的使用情況，審查、檢查任何設備、附件或裝置以及訂閱者在第 3(b)條及第 4 條項下需就其接收及使用市場資料的情況而維持的任何賬簿及記錄。如果有發現訂閱者少報市場資料用量，訂閱者將作出及時調整（包括按每月 1½%的利率支付利息），以經服務供應商對交易所作出補償。此外，如任何審核發現訂閱者實際應付交易所費用有多百分之五(5%)或以上的差異，該交易所可決定由訂閱者承擔該次審核的合理費用。對於其報告芝加哥期權交易所、芝加哥商品交易所、芝加哥商業交易所、堪薩斯交易所或芝加哥單一股票期貨交易所市場資料所據記錄及賬簿，訂閱者應在該等記錄所涉期間之後將其保存三(3)年。對於其報告紐約商品交易所、紐約金屬交易所、美國州際期貨交易所、歐洲州際期貨交易所及加拿大州際期貨交易所市場資料所據記錄及賬簿，訂閱者應在該等記錄及賬簿所涉期間之後將其保存六(6)年。如果訂閱者未按上述要求保存該等記錄及賬簿，則訂閱者同意向各交易所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. 交易所費用。訂閱者將按照各交易所不時公佈其時實行的收費表（包括任何及所有適用聯邦、州或地方稅項），就其接收市場資料的權利向服務供應商（代各交易所（視情況適用））支付費用（除非服務供應商已承擔訂閱者於本協議內的付款責任）。各交易所費用可由各交易所隨時變更，而無需事先通知訂閱者。此外，服務供應商代任何交易所對訂閱者評定的任何罰款，訂閱者同意支付。本協議不論有何規定，概不得限制服務供應商於與任何交易所（視情況適用）之間所另訂協議內向交易所繳付費用的責任。
7. 訂閱者的契諾、聲明及保證。訂閱者契諾、聲明及保證，並無從事經銷市場資料的業務，而且，在經合理調查後據其所知，其所接收市場資料的服務供應商已獲交易所授權發佈市場資料。訂閱者同意，不會亦不允許任何其他人士將市場資料用於任何非法目的。訂閱者同意，不會以與交易所或服務供應商競爭的任何方式使用市場資料，亦不會以協助或允許第三方與交易所或服務供應商競爭的任何方式使用市場資料。訂閱者同意，在本協議項下交易所提供市場資料的前提條件是訂閱者嚴格遵守本協議的條款，而且，在服務供應商自行判斷訂閱者如有違背或違反本協議規定或受任何交易所如此指示時，可立即停止上述服務，而不論是否發出通知，亦不論是否有正當理由。
8. 免責聲明。訂閱者同意，服務供應商及交易所均未就市場資料或其傳輸、及時性、準確性或完整性作出任何不論是明示還是默示的陳述或保證，包括但不限於任何默示保證或者對於適銷性、品質、適合特定目的的任何保證，以及在法令或其他法律項下產生的保證或者因任何交易過程或行業慣例而產生的保證。
9. 責任及損害賠償的限制。訂閱者同意：(i) 市場資料乃以非由服務供應商或交易所獨有或單獨運作的設備、通訊裝置及/或租用線路提供；(ii) 服務供應商及交易所及彼等各自成員、董事、高級職員、僱員及代理人概不保證市場資料的順序、準確性或完整性，而且，概不就市場資料或其傳輸的任何延遲、不準確、錯誤或遺漏或者因訂閱者接收或使用市場資料而產生的任何其他損害對訂閱者或任何其他人士承擔責任，而不論該損害是否由彼等疏忽、不可抗力事件或者非所能合理控制任何其他原因引致的；及(iii) 如果上述免責聲明及限制被具司法管轄權法庭視為無效或無作用，則服務供應商及交易所及其各自的成員、董事、高級職員、

僱員及代理人概不就上述事宜負責超過損失或損害的實際金額或者五十美元(\$50.00)的金額（以較少者為準）。

10. 期限與終止。在訂閱者恪守本協議規定的前提下，任何交易所依本協議提供市場資料將於訂閱者與服務供應商之間協議期限及任何續期內持續有效。此外，本協議第 2(a)及 2(b)段所載條文，於本協議終止後仍然有效。
11. 彌償。對因本協議引起的或者與本協議有關的一切申索，包括但不限於因訂閱者在本協議項下所須編制的任何報告或記錄中存在任何錯漏或者訂閱者未能或延遲提交或編制該等報告或記錄而導致的任何責任、損失或損害（包括但不限於律師費及其他費用），訂閱者將向服務供應商、交易所及其各自的成員、董事、高級職員、僱員及代理作出彌償，為其辯護，並保障其不受損害。
12. 其他規定。訂閱者如違反其於本協議下的責任，各交易所將視為本協議第三方受益人，可直接對訂閱者興訟，使其履行條款。由本協議引起芝加哥期貨交易分所、芝加哥商品交易所、芝加哥商業交易所或芝加哥單一股票期貨交易所與訂閱者之間的任何訴訟均受伊利諾州的州內法（而非衝突法）的管轄，並依其解釋。由本協議引起堪薩斯交易所與訂閱者之間的任何訴訟均受密蘇里州的州內法（而非衝突法）的管轄，並依其解釋。由本協議引起紐約商品交易所、紐約金屬交易所、美國州際期貨交易所、歐洲州際期貨交易所或加拿大州際期貨交易所與訂閱者之間的任何訴訟均受紐約州的州內法（而非衝突法）的管轄，並依其解釋。未經交易所（視情況適用）事先書面同意，訂閱者不得轉讓本協議的全部或任何部分。服務供應商及訂閱者概不得修改或修訂本協議的條款。如果本協議的條款及條件與關於訂閱者接收及使用市場資料的任何其他協議（包括但不限於第 3(a)條所述服務供應商與訂閱者之間的協議）的條款及條件存在任何衝突，則將以本協議的條款及條件為準。如因任何原因，本協議的一項或多項條款被判定為無效，本協議的其他條款仍具十足效力及作用。

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。



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

Signature of Account Executive (if applicable)
客戶主任簽署(如適用)

For Official Use Only			
A.E. Name:		A.E. Code:	
Client's Signature Verified By:		Received Date/Time:	
Inputted by:		Checked by:	
Approved by:		Effective Date:	

UNIFORM SUBSCRIBER AGREEMENT

(For both Professional and Non-Professional Subscribers)

Date : _____

To: Success Futures and Foreign Exchange Limited

From : _____ (Name of Account Holder)

_____ (Account Number)

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

1. DEFINITIONS.

- a) "Device/ Terminal" means any unit of equipment, fixed or portable, that receives, accesses or displays Market Data in visible, audible or other comprehensible form.
- b) "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.
- c) "Person" means any natural person, proprietorship, corporation, partnership, limited liability company or other organization.
- d) "Market Data" means information and data pertaining to futures contracts and options contracts or similar derivative instruments traded on the Exchanges as well as associated index data, that includes, without limitation, opening and closing range prices, high-low prices, settlement prices, current bid and ask prices, last sale prices, price limits, requests for quotations, estimated and actual contract volume data, text messages pertaining to market activity, contract specifications, fast or late messages and, as determined by each of the Exchanges, may include information respecting exchange-for-physical (EFP) or against actuals (AA) transactions. With respect to Subscriber's obligations under this Agreement, Market Data includes information, data and materials that are derived from the foregoing and that convey information to Subscriber that is substantially equivalent to Market Data.

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 VENDOR, which agreement is described in Section 3(a).
- 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 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. RECEIPT OF MARKET DATA BY SUBSCRIBER.

- a) This Agreement between VENDOR and Subscriber sets forth the terms and conditions upon which Subscriber may receive and use 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) Except as provided in (2) below, Subscriber will use Market Data only for its own internal business activities and only at the offices and locations 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 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 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 any of 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) 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 by means of: (i) the Internet, any Intranet or any other type of network; (ii) portable Devices (e.g., pocket pagers, personal digital assistants, laptop computers, etc.); and (iii) synthesized voice responses over telephones, 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. REPORTING.

Subscriber agrees to furnish promptly to VENDOR any information or reports that may be 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 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. RIGHT OF INSPECTION AND AUDIT.

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 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 1½% per month), through VENDOR, to compensate any 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 such Exchange. Subscriber shall maintain the records and books upon which it bases its reporting for CBOE, CBOT, CME, KCBOT, or ONE CHICAGO 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 NYMEX, COMEX, ICE FUTURES US, ICE FUTURES EUROPE, or ICE FUTURES CANADA

Market Data 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. **EXCHANGE FEES.**

Subscriber will pay VENDOR (unless VENDOR 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. In addition, Subscriber agrees to pay VENDOR any penalties assessed against Subscriber by VENDOR on behalf of any Exchange. Nothing herein shall limit a VENDOR's obligation pursuant to separate agreement between VENDOR and any of the Exchanges (as applicable) to pay Exchange fees.

7. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER.**

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. **DISCLAIMER OF WARRANTIES.**

SUBSCRIBER AGREES THAT NEITHER VENDOR NOR THE EXCHANGES 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, 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.**

Subscriber agrees that: (i) the provision of Market Data is made with equipment, communications devices, and/or leased lines not owned or operated solely by VENDOR or the Exchanges; (ii) neither VENDOR nor the Exchanges, nor their respective members, directors, officers, employees or agents, guarantees 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 beyond their reasonable control; and (iii) if the foregoing disclaimer and limitation of liability should be deemed invalid or ineffective by a court of competent jurisdiction, neither VENDOR nor the Exchanges, 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.

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 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. **INDEMNIFICATION.**

Subscriber will indemnify, defend and hold VENDOR 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. **MISCELLANEOUS.**

In case of any breach by Subscriber of its obligations hereunder, each of the Exchanges will be considered to be a third-party beneficiary of this Agreement and may bring an action to enforce its terms directly against Subscriber. Any action arising out of this Agreement between the CFE, CBOT, CME, or ONE CHICAGO and

Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois. Any action arising out of this Agreement between the KCBOT and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Missouri. Any action arising out of this Agreement between NYMEX, COMEX, ICE FUTURES US, ICE FUTURES EUROPE, or ICE FUTURES CANADA 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.

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



Signature(s) of Account Holder

Signature of Account Executive (if applicable)

For Official Use Only			
A.E. Name:		A.E. Code:	
Client's Signature Verified By:		Received Date/Time:	
Inputted by:		Checked by:	
Approved by:		Effective Date:	