

文件版本：11307

客戶姓名：  
身分證號：  
簽署日期：

## CME 行情訂閱補充協議 SUBSCRIBER ADDENDUM

CME 行情訂閱補充協議（下稱「本補充協議」）由統一期貨股份有限公司（即行情供應商，下稱「統一期貨」）以及統一期貨交易人（即行情訂閱戶，下稱「訂戶」）共同簽署。統一期貨及訂戶分別為「一方當事人」，合稱為「雙方當事人」。

This addendum is by and between **President Futures Co., Ltd** (“Distributor”) and **Client** (“Subscriber”) (the “Subscriber Addendum”). The Distributor and Subscriber are each a “Party” and collectively the “Parties”.

### 1. 緣由

(A) 統一期貨已與芝加哥商業交易所（或其繼受者或受讓人）（下稱「CME」）簽訂協議，根據該協議，CME 集團已授權統一期貨（可能包括 CME 授權的統一期貨的某些其他關聯方）接收 CME 許可的某些市場數據和其他金融資訊（下稱“CME 授權資訊”），並將其轉發給訂戶和訂戶的某些關聯方（根據統一期貨和訂戶之間的約定）（下稱“訂戶團體”）。

(B) 相應地，統一期貨與訂戶已簽訂協議，統一期貨團體將向訂戶團體提供 CME 授權資訊，並可在同一協議下包括從其他交易所獲得再授權的其他市場數據（下稱「經銷協議」）。

(C) 本補充協議是經銷協議的補充文件，列出了訂戶團體得接收及獲得 CME 授權資訊的附加條款與條件，但不適用於根據經銷協議代表 CME 以外的任何其他交易所向訂戶團體再授權的任何其他市場數據。

因此，鑒於本協議中訂立的相互承諾和協議，以及其他有效和有價值的對價，雙方充分認知並同意如下：

### 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. 定義

以下定義僅適用於本補充協議中所列的條款，且不得因任何其他目的而變更經銷協議。除非另有說明，本補充協議中使用的所有其他大寫術語與經銷協議中定義的含義相同。

**關聯公司：**係指對一方有控制權之實體、受一方控制之實體或是實體與一方受到共同控制。控制權係指在所有具表決權股份（或其他證券或權利）中其直接或間接擁有或控制至少百分之五十（50%）或以上，從而有權在董事或其他治理機構的選舉中行使表決權。

**自動交易系統：**由統一期貨提供的任何系統或軟體，透過電子化方式產生及/或傳送委託單，而在產生、傳送及/或驗證委託單過程中不涉及或僅需極少的人工操作。

**基準資訊：**CME 在資訊政策中指定作為基準資訊的 CME 授權資訊。

**CME 集團：**CME 及其關聯公司。

**CME 授權資訊產品：**CME 授權資訊的某些特定工具，依照資訊產品費用表中規定的方式組成一個資訊產品。

**機密資訊：**雙方當事人就本補充協議揭露的所有資訊，基於其性質及揭露方式，應被合理視為機密資訊，包括但不限於 CME 授權資訊。

**日：**一個日曆日。

**設備：**能夠通過本服務而存取、接收、處理或顯示全部或部分 CME 授權資訊的任何顯示設備（固定或可攜式）。CME 保留唯一解釋權決定何為設備。

**統一期貨團體：**統一期貨及其關聯公司。

**期貨與期貨選擇權資訊：**CME 授權資訊源自 1936 年《商品交易法》中所定義（經不時修訂及更新）或任何其他等效立法中定義的指定合約市場（Designated Contract Markets, DCM）。此類 DCM 包括但不限於 CME、NYMEX、COMEX、CBOT 及 DME。

**資訊政策：**CME 網站（現址 [www.cmegroup.com/informationpolicies](http://www.cmegroup.com/informationpolicies)）上列出的適用於 CME 授權資訊的政策，這些政策可能會不時進行修訂。

**資訊產品費用表：**由統一期貨向訂戶所簽發的文件中，載明統一期貨代表 CME 所授權資訊以及相應費用。

**內部控制：**電子系統（包含軟體與硬體）、網路配置、規則、程序及政策在內的全部，整體上皆應符合 CME 下列要求：(i) 識別存取 CME 授權資訊的能力；(ii) 允許使用定義的計數單位存取 CME 授權資訊；(iii) 避免任何未經授權而存取 CME 授權資訊；(iv) 保留前述各項的可受稽核記錄。

**智慧財產權：**專利、商標、服務標章、商號及服務名稱、網域、著作權、拓墾保護權、資料庫保護權、設計專利權、商業機密及其他智慧財產權、專有權或人格權，無論其是否已完成註冊，包括所有申請及申請註冊的權利，以及在世界任何地方的所有類似或等同權利。

**受管理的非揭示使用者：**由 CME 授權的一項服務，其有助於自然人訂戶以非揭示用途使用 CME 授權資訊。

**非揭示使用：**除為了揭示或發送 CME 授權資訊以供揭示之外，在任何系統、流程、程式、機器或計算中以非可視的方式使用 CME 授權資訊。此類使用得包含但不限於損益計算、投資組合估價、訂單處理、自動交易系統內使用及自動傳送訂單。

**人：**指任何自然人、獨資企業、公司、合夥企業、有限責任公司或其他組織。

**個人資料：**與已識別或可識別之自然人有關的任何資訊。

**隱私中心：**在 CME 網站（現址 <http://www.cmegroup.com/privacy-policy.html>）上的 CME 集團隱私中心，可能會不時修改。

**服務：**由統一期貨或統一期貨關聯公司實體本身或代表統一期貨或統一期貨關聯公司實體所提供的任何媒介，通過該媒介可獲得 CME 授權資訊。

**計數單位：**用於評估費用及/或報告的計量單位。除非 CME 另行通知，否則設備（數）是 CME 授權資訊的預設計數單位。若一個設備被配置為存取多個服務，則每一具存取服務權限的設備將被視為一個計數單位，例如，一台運行三（3）項服務的筆記型電腦，將被計算為三（3）個設備。

除非上下文另有要求：

- 表示單數的字詞其含義應包含複數在內，反之亦然；
- 表示任何性別的字詞其含義應包含其他性別在內，反之亦然；
- 當提及“包括”一詞應理解為“包括不限於”或“包括但不限於”；
- 使用的標題僅供參考，不影響對本補充協議的解釋。

### 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](http://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 <http://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. 協議期間

3.1 本補充協議自統一期貨首次向訂戶團體實體提供 CME 授權資訊之日起生效，其效力持續到根據本補充協議的規定終止為止（下稱“協議期間”）。

### 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. 訂戶團體接收 CME 授權資訊

4.1 根據本補充協議之條款和條件，在協議期間內，訂戶團體得為其本身內部業務活動之用，而透過服務存取 CME 授權資訊，並得在設備上顯示該 CME 授權資訊。

4.2 所有 CME 授權資訊的非揭示使用皆需獲得由 CME 直接發出之許可。

### 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. 內部控制

5.1 訂戶（代表自身及訂戶團體其他成員）向統一期貨及 CME 保證，在協議期限內，訂戶團體應始終根據 CME 資訊政策適當的實施並維護有效的內部控制措施，且使用 CME 的計數單位並保留內部控制措施運作的可查核證據，訂戶應始終熟悉該資訊政策。

### 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 授權資訊

6.1 訂戶代表訂戶團體確認並同意如下：

(a) 訂戶團體不得向訂戶團體之外重分發 CME 授權資訊。儘管有上述規定，若訂戶團體內的任何實體希望向訂戶團體之外發送 CME 授權資訊，則訂戶應直接向 CME 申請許可。如果 CME 核准該申請（據其獨立裁量權），就各該適用的訂戶團體實體而言，其應直接與 CME 簽訂單獨的授權協議以獲得發送 CME 授權資訊的權利。

(b) 訂戶團體不得實傳達 CME 授權資訊，亦不得損壞或刪除隨 CME 授權資訊而傳輸的任何商標。

(c) 訂戶團體不得出於任何非法目的而存取或使用 CME 授權資訊，並同意對 CME 授權資訊的存取或使用，每一個訂戶團體實體僅能根據其營運所在司法管轄區所適用之法律與法規而行之。

(d) 訂戶團體不得在創制、散布、結算或維護任何衍生作品（包括但不限於金融產品、指數、報價、現貨價格、曲線、曲面、差價合約(CFD)）及其他槓桿產品、期貨、期貨選擇權、指示性優化投資組合價值 (IOPV)、淨資產淨值 (NAV)；或用於基金管理、投資組合管理服務及風險管理服務，而根據 CME 授權資訊計

- 算得出的分析性參考數據或價值；或基於該資訊的估值服務）時使用 CME 授權資訊或其任何部分，但若係由 CME 授權許可，不在此限。
- (e) CME 和 CME 授權方持有 CME 授權資訊和 CME 授權資訊中的智慧財產權的所有權利、擁有權和利益，以及 CME 傳輸 CME 授權資訊的格式。除本補充協議明確授予的有限授權外，本補充協議中未明確授權的所有權利均明確保留給 CME 及其授權人，CME 集團實體和其他 CME 授權方的所有權和智慧財產權不得以任何方式被本補充協議移轉、轉讓或影響。訂戶承諾，訂戶團體不得進行歐盟指令 2017/790 中定義的文本和數據挖掘。訂戶代表訂戶團體承認 CME 和 CME 授權方在本補充協議中保留的權利是適當的。
- (f) 訂戶同意 CME 集團依據隱私中心所述之規定使用個人資料，並向 CME 集團聲明及保證，各該訂戶團體實體已根據所有適用法律獲得與個人資料相關之個人的有效同意；或已符合適用法的法律依據，以確保 CME 集團得以按照本補充協議的設想並根據所適用法律處理個人資料。訂戶將確保將個人資料從任何訂戶團體實體轉移到 CME 集團或個人提供其個人資料的國家/地區以外的任何國家/地區，均符合所有適用法律。
- (g) 若 CME 根據上述第 6.1 (a) 款允許訂戶團體重分發 CME 授權資訊，訂戶團體不得將 CME 授權資訊分發或允許將其分發到位於受到美國財政部外國資產控制辦公室全面制裁的任何國家/地區，及/或經美國財政部指定制裁（指定國家及遭封鎖之人）名單確認者所在之任何國家/地區。
- (h) 訂戶團體不得將基準資訊用於顯示於一個或多個設備以外的任何用途。
- (i) 若訂戶所取得之授權為受管理 CME 授權資訊非揭示使用者時（為免疑義，特此說明，不包含基準資訊），未獲得 CME 或統一期貨所給予的個別許可之前，訂戶不得基於任何其他目的而使用 CME 授權資訊（包含在設備上查看 CME 授權資訊及/或衍生作品的創制）。
- 6.2 訂戶接受訂戶團體遵守本補充協議條款的責任，並將促使訂戶團體遵守本補充協議條款。

## 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. 訂戶申報義務

- 7.1 關於所有能夠存取 CME 授權資訊的計數單位，訂戶團體將保存完整、準確的帳簿和記錄（“記錄”），並保留最近五（5）年期間的記錄。
- 7.2 為免疑義，特此說明，期貨與期貨選擇權資訊的預設計數單位始終以設備為準（除非 CME 另行通知）。
- 7.3 除了訂戶需要向統一期貨申報的任何其他計數單位之外（除非訂戶已直接與 CME 另有協議），訂戶還應在訂戶與統一期貨（視情況而定，或訂戶與 CME 之間）議定的日期向統一期貨申報（或根據要求，直接向 CME 報告）訂戶團體內每月能夠通過涵蓋每種 CME 授權資訊產品的每種服務存取 CME 授權資訊的最大設備數量。例如，若 CME 授權資訊構成期貨及期貨選擇權資訊，而訂戶擁有十（10）台能夠存取 CBOT DCM 的設備，且該十台中有五（5）台設備還能夠存取 NYMEX DCM 時，則訂戶申報應為 CBOT 有十（10）台設備再加上 NYMEX 有五（5）台設備。若設備為針對 CME 授權資訊的預設計數單位時，則適用下列規則：
- (a) 就經內部控制措施所授權存取 CME 授權資訊的各台設備而言，訂戶團體必須依據各該單一設備上的各項服務數予以加總得出總數，且無論該設備是否確實存取了 CME 授權資訊。例如，執行三（3）個服務的一台筆記型電腦應被申報為三（3）台設備。
- (b) 嚴禁訂戶團體使用任何「基於用量基礎」的記錄系統作為計數及申報設備的手段。
- (c) 若同一設備同時具備揭示及非揭示用途時，訂戶根據本補充協議條款向統一期貨申報該設備時，並不免除訂戶就非揭示使用直接向 CME 取得授權的義務（除非訂戶直接獲得由統一期貨授予的受管理非揭示使用者授權），而對於非揭示使用活動而言，亦不得免除依據本補充協議所應負擔的任何其他申報義務。
- (d) 關於一個存取 ID 能夠透過多個設備同時存取 CME 授權資訊的情況，訂戶必須以每一個服務為基準，就每一存取 ID 能夠存取 CME 授權資訊的設備總數提出申報。例如，請參閱 CME 市場數據政策教育中心提供的計數單位指南 <https://www.cmegroup.com/market-data/license-data/marketdata-policy-education-center.html>。
- (e) 未經 CME 明確書面許可前，嚴禁訂戶團體對跨服務或個別使用者的設備計算進行淨額處理。
- 7.4 經確定能夠存取 CME 授權資訊但未經申報的計數單位，訂戶應就此對 CME 與統一期貨負責。

## 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 6 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. 稽核

- 8.1 儘管有經銷協議的規定，在本補充協議期間內以及終止後至少二十四(24)個月的時間內，訂戶必須按照要求提供最近五(5)年內與內部控制相關的記錄以及完整且正確的帳簿及記錄。統一期貨或 CME 或其授權代表(「稽核員」)可查驗設備、軟體及記錄，以驗證本補充協議的遵循情況。
- 8.2 在本補充協議期間內以及終止後二十四(24)個月內，稽核員得於營業時間內在任意訂戶團體所在地點進行稽核工作：
- (a)每十二(12)個月一次，並至少於三十(30)天前發出通知；和
  - (b)若統一期貨或 CME 合理懷疑任何訂戶團體實體有重大違反補充協議的情形時，則無需提前通知且得在任何十二(12)個月期間內進行一次以上的稽核。將根據本補充協議中的保密規定處理在稽核期間內觀察到的所有資訊，且僅用於驗證是否遵守本補充協議。在整個稽核過程中，CME 或統一期貨或兩者其中任一代理人在訂戶團體所在地現場實地查核時，應始終遵循訂戶之合理安全及維安規範。
- 8.3 訂戶必須於收到 CME 或統一期貨的發票後三十(30)日內向 CME 與統一期貨支付稽核中發現的任何未付費用，並按每月 1.5% 的利率或依法所允許的最高利率支付利息(以較低者為準)。
- 8.4 若稽核人員發現記錄不完整或內部控制失靈，導致在稽核期間對 CME 授權資訊的任何少報存取數量和適用費用無法合理確定，或雙方當事人未能達成合意的情況下而無法查實時，則 CME 或統一期貨得任命一名獨立專業稽核師來判定應付給統一期貨或 CME 的費用，所有費用和開支由訂戶獨自承擔。統一期貨或 CME 及訂戶應接受該指定獨立專業稽核師的決定。
- 8.5 若經稽核發現有未支付款項，訂戶應負擔稽核的合理成本與費用。

## 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. 終止

- 9.1 任何一方當事人可終止本補充協議或任何單獨的許可，應：
- (a)提前三十(30)天書面通知；或
  - (b)但若有以下情況時，書面通知將立即生效：
    - i. 他方當事人進入強制或自願清算程序，被指定接管人，提交清算申請(或由債權人提出該申請)
    - ii. 他方當事人嚴重違反本補充協議的任何條款，且不可補救，包括但不限於訂戶的下列違約行為：不實傳達 CME 授權資訊；未能實行有效的內部控制措施；未能防止、識別或終止未經授權的使用、發送或再發送 CME 授權資訊；或
    - iii. 在要求補正的書面通知發出後三十(30)天內，他方當事人仍未能補正重大違約行為
- 9.2 若統一期貨就 CME 授權資訊進行再授權的權利被部分或全部撤銷時，則本補充協議或任何單獨的授權將自動終止，並立即生效。
- 9.3 若經銷協議本身到期或因任何原因而終止時，本補充協議將自動終止。

## 9. Termination

- 9.1 Either Party may terminate this Subscriber Addendum, or any license individually:
- (a)On thirty (30) Days’ written notice; or
  - (b)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. 費用

- 10.1 訂戶將根據經銷協議條款及條件就其收受 CME 授權資訊的權利而向統一期貨支付費用。
- 10.2 有時，訂戶可能需要直接向 CME 支付費用方能存取並使用根據本補充協議所授權的 CME 授權資訊。在此情況下，支付給 CME 的任何費用應由 CME 與訂戶

之間的單獨書面協議涵蓋，但僅涵蓋該單獨協議中確立的 CME 授權資訊的接收，而不及於訂戶團體依據經銷協議各項條款所接收的任何其他市場數據。

## 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. 訂戶的承諾、聲明及保證

11.1 訂戶代表其自身及訂戶團體的其他成員承諾、聲明並保證如下：

- (a) 訂戶團體不從事提供 CME 授權資訊的業務（除非經 CME 書面批准），且據其所知並經合理查證後，訂戶團體係從經 CME 授權分發 CME 授權資訊的統一期貨處接收 CME 授權資訊。
- (b) 訂戶團體不得出於任何非法目的而使用或允許任何其他人士使用 CME 授權資訊，且各訂戶團體實體僅能依據其營業所在司法管轄區的法律及法規存取或使用 CME 授權資訊。

## 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 集團為第三方受益人

12.1 統一期貨與訂戶承認並同意 CME 集團（唯一）是本補充協議的第三方受益人，其有權享有其中的所有權利及利益，並可直接對統一期貨與訂戶團體履行本補充協議之條款，就如同它是訂約方之一。

## 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. 責任及損害賠償限制

13.1 訂戶（代表訂戶團體）及統一期貨（代表統一期貨團體）雙方同意如下：

- (A) 在法律允許的最大範圍內，CME 集團實體或其各自的高階主管、董事、成員、員工、代理人、顧問或授權人對以下情形概不負責：(A) 與 CME 授權資訊相關的任何延遲、不正確、錯誤、遺漏或任何類型的中斷情形或因此而造成的任何損失或損害；(B) 因未經授權的存取或濫用 CME 授權資訊而造成的損失或損害。
- (B) 除非在本條有明確規定外，否則任何 CME 集團實體或任何 CME 集團授權人一概不提供任何聲明及保證，且各自特此作出否認義務之聲明（即免責聲明），且對所有其他明示或默示的聲明及保證概不負責，包括但不限於 CME 授權資訊的適銷性、品質或其特定用途的適合性；不間斷服務或零錯誤服務；或 CME 授權資訊的順序、及時性、準確性或完整性。並按「現狀」提供 CME 授權資訊，風險由訂戶自行承擔。
- (C) 在法律允許的最大範圍內，在任何情況下，CME 集團實體或其各自的高階主管、董事、成員、員工、代理人、顧問或授權人均無需對統一期貨或訂戶實體或直接或間接使用 CME 授權資訊的其他人就本協議項下產生的任何利潤損失；間接的、附帶的、特殊的、懲戒性的或後果性的損害承擔責任。即使任何統一期貨或訂戶實體已被告知此類損害的可能性，並且即使由於 CME 的錯誤，遺漏或疏忽引起。
- (D) 若上述免責聲明與責任限制經具有過格管轄權的法院裁定為無效或不生效，則 CME 集團或其各自的成員、董事、高階主管、員工或代理人應負責之，但負責之範圍不得超出損失或損害的實際金額；或為五十美元(\$50.00)的總金額，以金額較少者為準。

## 13. Limitations Of Liability and Damages

13.1 SUBSCRIBER (FOR AND ON BEHALF 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. 保密條款

14.1 接收方應對機密資訊保密，未經披露方同意，不得向任何第三方披露，除非是向任何 CME 集團實體、CME 集團授權人及任何統一期貨團體或訂戶團體實體及其各自的代理人、顧問及第三方顧問披露，前提是他們受到與本補充協議實質上相似的保密條款所約束。

14.2 機密資訊不包含下列資訊：

- (a) 在披露時已公開可得的資訊；
- (b) 在披露方披露前已為接收方已知的資訊；
- (c) 在非因接收方有過錯的情況下，於披露後該資訊成為公開可得的資訊；
- (d) 被任何一方當事人合法知悉，且不受來自其他來源的限制；
- (e) 在未使用披露方之機密資訊的情況下，由接收方獨立開發的資訊；或
- (f) 根據法律或監管機構的命令或對接收方有管轄權的監管機構的行政行為要求披露的資訊，前提是接收方應將此類要求披露的合理通知提供給披露方，並與披露方合理合作，以防止或限制此類披露。

## 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. 變更條款

- 15.1 儘管在本補充協議中或有任何相反之規定，統一期貨及 CME 仍可不時變更及修改本補充協議，且訂戶同意訂戶團體在收到該通知後即應受到該等條款之約束。訂戶可在接到修改或修訂的通知後十(10)天內通過電子或書面通知終止本補充協議。在統一期貨或 CME 向訂戶發出變更的通知後，繼續存取或使用 CME 授權資訊，即表示訂戶代表訂戶團體同意受變更後的本補充協議之約束。

#### 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. 其他條款

- 16.1 若本補充協議的任何部分、條款或規定被認為非法、無效或不可執行時，本補充協議其餘部分的有效性或可執行性不受影響。
- 16.2 若任一方當事人(包含 CME 集團)未行使本補充協議或法律上的任何權利或補救措施，並不妨礙其未來再行使該權利或救濟措施。
- 16.3 若本補充協議中所載條款和條件與訂戶接收與使用 CME 授權資訊相關的任何其他協議(包含但不限於經銷協議)之間存在任何衝突時，以本補充協議條款與條件為準。儘管有上述規定，CME 可隨時修改其資訊政策，但須提前至少三十(30)天書面通知統一期貨和訂戶團體，以此告知其應遵守任何該等修訂條款。
- 16.4 當本補充協議終止後，訂戶團體應停止使用 CME 授權資訊，並刪除依據本補充協議所收到之一切 CME 授權資訊，包括但不限於任何已儲存的 CME 授權資訊。儘管有上述規定，訂戶團體可僅為遵守訂戶團體的監管義務而保留 CME 授權資訊，且保留時間僅為遵守此類要求所需的時間，且在此期間不得將 CME 授權資訊用於任何其他目的。

#### 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. 存續條款

- 17.1 定義條款、第 12 條(CME 集團為第三方受益人)、第 13 條(責任及損害賠償限制)、第 17 條(存續條款)、第 18 條(準據法及管轄權);有關 CME 授權資訊中的 CME 智慧財產權的條款，根據其性質應合理存續的條款，以及對上述條款的任何修訂，在本補充協議終止或到期後仍將存續。

#### 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. 準據法及管轄權

- 18.1 本補充協議受美國伊利諾伊州州內法律與美國聯邦法律管轄，且不考慮法律衝突原則。雙方當事人同意並接受位於伊利諾伊州庫克郡的州法院以及美國伊利諾伊州北區聯邦地方法院的專屬管轄權和審判地。

#### 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.

特此證明，雙方當事人已正式授權其高階主管或代表人，並使其以當事人名義代表當事人正式簽署本補充協議。

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.

**本補充協議以英文訂立，中文譯本僅供參考使用，如英文原文用語與中文譯本於解釋上有歧異或不一致時，訂戶同意以英文內容為準。**

☐ 交易人已詳細閱讀以上說明，且充分了解 CME 行情訂閱補充協議 之交易風險，並同意遵循上述條款自願承擔相關風險，特此聲明。