

FATCA 及 CRS 個人客戶自我聲明書

本人聲明僅具有中華民國稅務居民者身分，且不具有美國或其他國家或地區之稅務居民身分。本人同意兆豐期貨股份有限公司(以下簡稱兆豐期貨或 貴公司)為執行業務、遵循美國「外國帳戶稅收遵從法(FATCA)」及「金融機構執行共同申報及盡職審查作業辦法(CRS)」所需而蒐集、處理、備存並合理利用本人之個人資料。根據美國「外國帳戶稅務遵從法(FATCA)」及我國「金融機構執行共同申報及盡職審查作業辦法(CRS)」之規定(「FATCA」及「CRS」統稱為「法規要求」)，兆豐期貨應蒐集、處理、備存並合理利用帳戶持有人之稅籍與特定相關資料。若帳戶持有人具有非中華民國之稅籍，除具有美國稅籍者適用FATCA外，帳戶持有人如有其他國家之稅籍資料及金融帳戶資訊，兆豐期貨將會依照CRS法令規定將該等資訊申報予我國稅務機關，而我國稅務機關將經由政府間所簽訂之協定，進行稅務目的金融帳戶資訊交換，並將該資訊提供他方國家/地區稅捐稽徵機關。

爰此，本人同意 貴公司以合於法令規定之利用方式，將個人資料提供 貴公司、國內稅務機關、美國國稅局(IRS)及因以上目的作業需要之第三方處理及利用。本人瞭解並同意 貴公司為證實上開聲明內容得於必要時向本人索取相關證明文件；得代理本人向美國稅法的扣繳義務人出示本聲明書或交付本聲明書之複本以協助本人聲明非屬美國納稅義務人。若本人未能提供相關個人資料時， 貴公司可能因此遲延處理或無法接受申請，或可能依據 貴公司現行所留存本人之資料進行判定本人可能具有其他國家之稅籍身分，並按法規要求辦理申報本人之稅籍身分與金融帳戶資訊；且依據 FATCA 規定，倘本人未依循辦理，將被列為「不合作帳戶」(Recalcitrant Account)。

若上述聲明內容有任何變更時，本人至遲將於變更後30日內通知 貴公司。本人瞭解並同意 貴公司有權合理認定上開聲明內容之真偽或變更情形而對本人帳戶權利為必要的處置行為，包含但不限於辦理美國稅務扣繳或終止帳戶服務。

本人瞭解此一聲明書除符合個人資料保護法及相關法規之要求外，已詳閱並同意「個人資料保護法應告知事項暨同意書」相關內容。

SUBSCRIBER ADDENDUM

SUBSCRIBER ADDENDUM

This addendum is by and between insert (“Distributor”) and insert (“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 <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. 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. 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 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 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 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 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

10 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

By: Mega Futures Co. , Ltd.

Print Name: Mega Futures Co. , Ltd.

Title:

Date:

For Subscribe

By:

Print Name:

Title:

Date:

「特此聲明：兆豐期貨股份有限公司所提供之中譯版用戶附錄係為便利交易人閱讀之用，翻譯內容僅供參考，如有疑義以英文版（SUBSCRIBER ADDENDUM）為準。」

用戶附錄

茲由填入名稱（下稱「經銷商」）及填入名稱（下稱「用戶」）簽訂本附錄（下稱「用戶附錄」）。經銷商或用戶分別稱為一方「當事人」，並合稱為「雙方當事人」。

1. 背景

(A) 鑒於經銷商已與芝加哥商品交易所公司（或其繼受者或受讓人）（下稱「CME」）締結契約，據此，CME 集團已授權經銷商（可能包含獲得 CME 許可而特定的其他經銷商所屬關係企業（以下合稱為「經銷商集團」）），從而經銷商有權接收 CME 所許可授予的某些市場數據及其他金融資訊（下稱「CME 授權資訊」），並得將 CME 授權資訊轉發給用戶及特定的用戶所屬關係企業（依據經銷商與用戶之間所訂立的協議而定）（下稱「用戶集團」）。

(B) 再者，經銷商與用戶業已簽訂協議，據此，經銷商集團將向用戶集團提供包含 CME 授權資訊在內之資料，且根據同一份協議得提供經其他交易所再授權的其他市場數據（下稱「經銷協議」）。

(C) 本用戶附錄為附錄於經銷協議的補充文件，其中規定者為關於用戶集團得接收及獲得 CME 授權資訊的附加條款與條件，但依據經銷協議而代表 CME 以外的任何其他交易所而可能再授權予用戶集團的任何其他市場數據，則不適用之。

為此，雙方當事人鑒於本協議中所載之共同承諾及約定，並基於其他充足且有效之約因，特此確認已收到充分對價，從而雙方當事人合意如下。

2. 定義

以下定義僅適用於在本用戶附錄中所規定的用語，且不得因任何其他目的而變更經銷協議。除非本附錄中另有規定，否則本用戶附錄中使用的所有其他大寫字體用語，其含義等同於經銷協議中對其所規定之含義。

關係企業：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：由經銷商營運的任何系統或軟體，其以電子方式生成及/或傳送訂單，而在生成、傳送及/或驗證訂單過程中無須涉及或僅需微量的人工操作。

績效指標資訊：CME 在資訊政策中指定為績效指標資訊的 CME 授權資訊。

CME 集團：CME 及其關係企業。

CME 授權資訊產品：CME 授權資訊的某些特定投資工具，依照資訊產品費用表中的規定使其組成一項數據產品。

機密資訊：雙方當事人所揭露與本用戶附錄相關的所有資訊，而由於其性質及揭露方式，應合理地將其視為機密資訊，包含但不限於 CME 授權資訊。

日：一(曆)日。

設備：能夠透過本服務而存取、接收、處理或顯示全部或部分 CME 授權資訊的任何顯示器（包含固定式或可攜式）。唯有 CME 有權判定其是否構成一台設備。

經銷商集團：經銷商及其關係企業。

期貨與期貨選擇權資訊：CME 授權資訊係源自 1936 年商品交易法（以經修訂及更新的版本為準）或任何其他同等法律中所定義的指定合約市場（下稱「DCM」）的。該等 DCM 包含但不限於 CME、NYMEX（紐約商業交易所—石油等）、COMEX（紐約商品交易所）、CBOT（芝加哥期貨交易所）及

DME(迪拜商品交易所)、DCMs(各指定合約市場)。

資訊政策：關於適用於 CME 授權資訊的各項政策，詳見 CME 網站（目前位置為 www.cmegroup.com/informationpolicies），且可能會不時的修訂該等政策。

資訊產品費用表：在經銷商向用戶所核發的文件中，其說明了經銷商代表 CME 而授權使用的 CME 授權資訊以及相應的各項費用。

內部控制：包含各電子系統（包含軟體與硬體）、網路組態、規則、程序及政策在內的全部，整體上皆應符合 CME 的下列要求：(i) 得以識別存取 CME 授權資訊的能力；(ii) 允許使用經限定的計數單位存取 CME 授權資訊；(iii) 避免任何未經授權而存取 CME 授權資訊的情形；(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、商品及服務名稱、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，也包含註冊之申請及相關權利；以及一切類似或相等的權利，而前述各項權利的主張範圍及於全世界任何地方。

受管理交易資訊非揭示使用者：由 CME 授權的一項服務，其有助於自然人用戶以非揭示用途使用 CME 授權資訊。

非揭示使用：除非是為了揭示或發送 CME 授權資訊以供揭示，否則在任何系統、流程、程式、機器或計算中皆以非可見的方式使用 CME 授權資訊。該等使用得包含但不限於損益的計算、投資組合估價、處理訂單、在自動交易系統內使用之以及自動傳送訂單。

人：係指任何自然人、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。

隱私權中心：可能會針對在 CME 網站上的 CME Group Inc. 隱私權中心（目前位置為 <http://www.cmegroup.com/privacy-policy.html>）不時的予以修訂。

服務：由經銷商或經銷商集團實體本身或代表經銷商或經銷商集團實體之人所提供的任何媒介，而透過該媒介可取得之 CME 授權資訊。

計數單位：用於評估費用及/或報告的衡量單位。除非 CME 另行通知，否則設備將是使用 CME 授權資訊的預設計數單位。若設備的組態為存取多項服務時，則在該設備上存取服務的各項能力將分別各為一個計數單位，例如，在一台筆記型電腦上運作三 (3) 項服務時，則應備計算為三 (3) 台設備。

除非依據語境要求應另有含義外，否則：

- 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；
- 當述及「包含」一詞應係指「包含但不限於(including, without limitation)」或「包含但不限於(including, but not limited to)」；
- 所用之標題僅供參考，不影響對本用戶附錄之解釋。

3. 用戶附錄效期

3.1 自經銷商首次向用戶集團實體提供 CME 授權資訊之日起，本用戶附錄生效，其效力持續到依據本附錄之規定（下稱「用戶附錄效期」）而終止時為止。

4. 用戶集團將收到 CME 授權資訊

4.1 根據本用戶附錄之條款和條件，在用戶附錄效期內，用戶集團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，並得在設備上展示該等 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。

5 內部控制

5.1 用戶(代表其本身及用戶集團所屬其他成員)向經銷商及 CME 提供保證,在用戶附錄期限內,用戶集團應始終根據 CME 的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 的計數單位並保留運作內部控制措施的可受稽核證據,此外,用戶也將始終使其自身處於嫻熟該資訊政策的狀態。

6 CME 授權資訊

6.1 用戶代表用戶集團確認並同意如下:

(a) 用戶集團不得向用戶集團以外者重分發 CME 授權資訊。儘管規定如上,但若用戶集團內的任何實體希望向用戶集團以外者發送 CME 授權資訊時,則用戶應直接向 CME 申請許可。若 CME 核准該申請時(由 CME 全權自行定之),就各該適用的用戶集團實體而言,其應直接與 CME 簽訂單獨的授權協議以獲得許可其發送 CME 授權資訊的權利。

(b) 用戶集團不得歪曲 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) 用戶集團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,每一個用戶集團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) 用戶集團不得在創制、散布、結算或維護任何衍生作品(包含但不限於金融產品、指數、報價、現貨價格、曲線、曲面、差價合約(即 CFDs);及其他槓桿產品、期貨、期貨選擇權、基金份額參考淨值(即 IOPV)、資產淨值(即 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 授權許可用戶集團如此行之時,不在此限。

(e) 就 CME 授權資訊以及附麗於 CME 授權資訊中的智慧財產權以及 CME 傳輸 CME 授權資訊的格式而言,其一切相關權利、所有權與利益皆歸於 CME 與 CME 授權人所有。除本附錄所明確授予的有限授權外,本用戶附錄中未明確授予的所有權利皆顯然被保留為 CME 及 CME 授權人所有,且並未藉由本用戶附錄而以任何方式轉讓、受讓或影響 CME 集團實體與其他 CME 授權人所擁有的所有權及智慧財產權。用戶承諾用戶集團不得進行文本及資料探勘,而該等用語之定義詳見歐盟指令 2017/790 之規定。用戶茲代表用戶集團承認,在本用戶附錄中關於 CME 及 CME 授權人的權利保留規定係適當的。

(f) 其同意 CME 依據隱私權中心所述之規定使用個人資料,並向 CME 提出聲明及保證,各該用戶集團實體皆已根據所有的適用法,從而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 得以按照本用戶附錄的設想並根據所適用的法律以處理個人資料。將個人資料從任何用戶集團實體轉移到 CME,以及轉移到提供個人資料之個人所在國家/地區以外的國家/地區時,用戶皆將確保其符合所有的適用法律。若 CME 根據上述第 6.1 (a) 款而允許用戶集團重分發 CME 授權資訊,但用戶集團不得將 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) 用戶集團不得使用績效指標訊息,除非是為了將其揭示在一台或多台設備上。(i) 若用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,不包含績效指標資訊),未獲得 CME 或經銷商所給予的個別許可之前,用戶不得基於任何其他目的而使用 CME 授權資訊(包含觀看在一台設備上的 CEM 授權資訊及/或衍生作品的創制)。

6.2 用戶同意就用戶集團是否遵守本用戶附錄的條款而負責,並將促使用戶集團遵守用戶附錄所

定之條款。

7 用戶的報告義務

7.1 關於所有能夠存取 CME 授權資訊的計數單位，用戶集團應就其維護完整且正確的帳簿與記錄（下稱「會計記錄」），並應保留最近五（5）年內的會計紀錄。

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 除了用戶需要向經銷商報告的任何其他計數單位之外（除非用戶已直接與 CME 另有協議），用戶尚應在用戶與經銷商（視情況而定，或為用戶與 CME）議定的日期向經銷商提出報告（或根據要求，直接向 CME 報告），報告內容為在用戶集團內，每月能夠透過包含各 CME 授權資訊產品的各項服務，而存取 CME 授權資訊之設備的最大數量。例如，若 CME 授權資訊構成期貨及期貨選擇權資訊，而用戶擁有十（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，則用戶的報告應為 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，用戶集團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）項服務的一台筆記型電腦應被報告為三（3）台設備。

(b) 嚴格禁止用戶集團使用任何「基於使用率」的記錄系統為設備進行計數及報告。

(c) 若同一設備同時具備揭示及非揭示用途時，用戶根據本用戶附錄 6 的條款向經銷商就該設備提出報告時，仍不得免除用戶就非揭示使用直接向 CME 取得授權的義務（除非用戶直接獲得由經銷商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，亦不得免除依據本用戶附錄所應負擔的任何其他報告義務。

(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，用戶必須以每一項服務為基準，而就每一個存取 ID 能夠存取 CME 授權資訊的設備總數提出報告。例如，請參閱 CME 市場資料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 明確的以書面方式予以許可前，嚴禁用戶集團以跨服務或單一使用者的方式淨得設備計數單位。

7.4 針對經確定能夠存取 CME 授權資訊但未經報告的計數單位，用戶應就此對 CME 與經銷商負責。

8 稽核

8.1 儘管經銷協議中已有規定，在用戶附錄效期內以及終止後至少二十四（24）個月的時間內，用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。經銷商或 CME 或其授權代表（下稱「稽核員」）得查驗設備、軟體及記錄，以核實其是否符合本用戶附錄之規定。

8.2 在用戶附錄效期內以及終止後二十四（24）個月內，稽核員得於營業時間內在何用戶集團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；(b) 若經銷商或 CME 合理懷疑任何用戶集團實體有重大違反用戶附錄的情形時，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。將根據本附錄中的保密規定處理在稽核期間內觀察到的所有資訊，且僅限

於將其用於核實是否遵守本用戶附錄。在整個稽核過程中，CME 或經銷商或兩者其中任一代理人處在用戶集團所在地現場時，應始終遵守用戶所定之合理的安全及保全規則與規定。

8.3 若經稽核後發現到有任何未繳費用時，則用戶必須於收到 CME 或經銷商的發票後三十(30)日內向 CME 與經銷商支付該未繳費用，並應按每月 1.5%的利率或依法所允許的最高利率(以較低者為準)支付利息。

8.4 若稽核員發現欠缺記錄或內部控制措施失靈，導致在稽核期間內發現到的任何對 CME 授權資訊之存取量未予充份報告以及相關費用，在欠缺合理確定性或雙方當事人未能達成合意的情況下而無法查實時，則 CME 或經銷商得任命一名獨立的專業稽核師來判定應付給經銷商或 CME 的費用，並應由用戶一己完全負擔該獨立專業稽核師的費用與開支。經銷商或 CME 及用戶應接受該經指定獨立專業稽核師的決定。

8.5 若經稽核發現有短付的情形時，用戶應負擔合理的稽核費用與開支。

9 終止條款

9.1 Either Party may terminate this Subscriber Addendum, or any license individually: 任何一方當事人皆可片面終止本用戶附錄或任何授權，應：

(b)於三十 (30) 天前以書面方式發出通知；或

(c)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，且指定破產管理人，並為進行停業清理而提出申請（或由債權人提出該申請）

(ii) 他方當事人重大且無法補救的違反了本用戶附錄中的任何條款，其包含但不限於用戶的下列違約行為：歪曲 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、散布或重散布 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 若經銷商就 CME 授權資訊進行再授權的權利被部分或全部撤銷時，則本用戶附錄或任何單獨的授權應自動終止，並立即生效。

9.3 若因經銷協議本身屆期或因任何原因而終止時，則應自動終止本用戶附錄。

10 費用

10.1 用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經銷商支付費用。

10.2 有時，用戶可能需要直接向 CME 支付費用方能存取並使用根據本附錄所授權的 CME 授權資訊。在此情況下，就支付予 CME 的任何費用而言，其應適用於由 CME 與用戶所締結的個別書面協議，且應僅涵蓋其收受該個別協議中所確立的 CME 授權資訊，而不及於用戶集團依據經銷協議各項條款所收受的任何其他市場數據。

11 用戶的承諾、聲明及保證。

11.1 用戶代表其本身並代表用戶集團中的其他成員提供承諾、聲明及保證如下：(a) 用戶集團不從事提供 CME 授權資訊的業務（除非經 CME 以書面方式另行批准），且據其所知並經合理查詢後，其係從經 CME 授權而有權散布 CME 授權資訊的經銷商處收受 CME 授權資訊。(b) 用戶集團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，且各用戶集團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。

12 CME 集團為第三人受益人

12.1 經銷商與用戶承認並同意 CME（唯一）是本用戶附錄的第三方受益人，其有權主張依據本用戶附錄所產生的所有權利及利益，並得直接針對經銷商與用戶集團強制執行本用戶附錄中的各項規定，就如同 CME 為用戶附錄的一方當事人。

13 責任及損害賠償的限制

13.1 用戶（謹代表用戶集團）及經銷商（謹代表經銷集團）雙方合意如下：

(A) 在法律許可的最大範圍內，CME 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遲誤、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 實體或任何 CME 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，包含但不限於 CME 授權資訊的適銷性、品質或其適於特定目的性；不間斷服務或零錯誤服務；或 CME 授權資訊的序列、及時性、準確性或完整性，其概不負責。並按「現狀」提供 CME 授權資訊，而由用戶集團自行獨力承擔風險

(C) 在法律許可的最大範圍內，即使任何經銷商集團或用戶集團實體已被告知存在發生該等損害的可能性，以及即使是由於 CME 的錯誤、遺漏或疏忽所致，但對於任何經銷商集團、用戶集團實體或直接或間接使用 CME 授權資訊之其他人，其由於本協議所引致的任何利潤損失；間接的、附帶的、特殊的、懲罰性的或結果性的損害，依據本用戶附錄，CME 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，概不負責。

(D) 若上述免責聲明與責任限制規定經具有適格管轄權的法院判定為無效或不生效，則 CME 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，以前兩者中金額較少者為準。

14 保密

14.1 接收方應以保密方式持有機密資訊，未經揭露方同意前，不得向任何第三人揭露機密資訊，惟任何 CME 實體、CME 授權人及任何經銷商集團或用戶集團實體及其各自的代理人、顧問及第三方顧問，不在此限，但前提是前述人等應受到與本用戶附錄中之規定大致上相似的保密條款所拘束。

14.2 機密資訊不包含下列資訊：

(a) 在揭露時已可供公眾取用者；

(b) 在揭露方揭露之前，接收方已然知悉者；(c) 在非因接收方有過錯的情況下，於揭露後該資訊成為可供公眾取用者；(d) 被任何一方當事人合法知悉，且不受到出自其他來源的限制；(e) 在未使用揭露方之機密資訊的情況下，由接收方獨立開發者；或

(f) 根據法律或監管機關所發命令之要求而揭露者；或按照對接收方有管轄權之監管機關的行政行為所要求而揭露者，但接收方應就該必須為之的揭露向揭露方發出合理通知，並適度的配合揭露方阻止或限制該等揭露。

15 變更條款

15.1 儘管在本用戶附錄中或有任何相反之規定，但經銷商及 CME 仍得不時的變更及修改本用戶附錄，且用戶同意用戶集團在收到該通知後即應受到該等條款之約束。當發生該變更或修改之後，用戶得終止本用戶附錄，但應於十 (10) 天前以電子或書面方式發出通知為終止之意思表示。在經銷商或 CME 向用戶發出變更的通知後，繼續存取或使用 CME 授權資訊，即表示用戶代表用戶集團同意受到變更後的用戶附錄之約束。

16 其他

16.1 若本用戶附錄的任何部分、條款或規定被認定為非法、無效或不可執行時，用戶附錄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）未依據本用戶附錄或依法行使任何權利或救濟措施，並不妨礙

其未來再行使該權利或救濟措施。

16.3 若本用戶附錄中所載條款與條件與用戶收受與使用 CME 授權資訊相關的任何其他協議(包含但不限於經銷商協議)之間存在任何衝突時,以本用戶附錄所載條款與條件為準。儘管規定如上,但 CME 得隨時修改其資訊政策,並於至少三十 (30) 天前向經銷商及用戶集團以書面方式發出通知,以此告知其應遵守任何該等修訂條款。

16.4 當本用戶附錄終止後,用戶集團應停止使用 CME 授權資訊,並刪除依據本用戶附錄所收到之一切 CME 授權資訊,包含但不限於任何已儲存的 CME 授權資訊。儘管規定如上,但若其唯一目的在於遵守用戶集團應負的監管義務,且僅在遵守該等規定所需 10 保留的時間內,則用戶集團得保留 CME 授權資訊,惟在此期間內,不得為任何其他目的而使用 CME 授權資訊。

17 遺存效力

17.1 定義條款、第 12 條 (CME 為第三方受益人)、第 13 條 (責任及損害賠償的限制)、第 17 條 (遺存效力)、第 18 條 (準據法及管轄權);及附麗於 CME 授權資訊之 CME 智慧財產權的相關條款;根據其性質應合理留存其效力的條款;以及對上述各項條款所為之任何修訂,皆將在本用戶附錄終止或屆期後繼續保有遺存效力。

18 準據法及管轄權

18.1 本用戶附錄應以美國伊利諾州州法與美國聯邦法律為準據法,不適用衝突法原則。雙方當事人特此同意並接受位於伊利諾州庫克郡的州法院以及管轄伊利諾州北區的美國聯邦地區法院為專屬管轄法院暨審判地。

茲證明,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用戶附錄。

經銷商簽約代表人

簽名:

大寫體姓名:

職稱:

日期:

用戶簽約代表人

簽名:

大寫體姓名:

職稱:

日期: