

## WorldQuant Brain Consulting Agreement

### WorldQuant Brain 顧問協議

This Agreement (this "Agreement") is made as of the \_\_ day of \_\_\_\_\_, 20\_\_ (the "Commencement Date"), by and between:

本協議 (下稱「協議」) 於 20\_\_ 年\_\_\_\_月\_\_\_\_日 (「生效日期」) 由以下雙方簽訂：

Party A: ("Company" or "we" or "us")

甲方：(「公司」或「我們」)

Company name: WorldQuant Research (Taiwan), LLC

Registered address: 19/F, No.1, Songgao Road, Xinyi Dist., Taipei, Taiwan

Legal Representative: Richard Hu

公司名稱：美商世坤研究股份有限公司台灣分公司

註冊地址：臺北市信義區松高路 1 號 19 樓

法定代表人：胡振華

Party B: ("Consultant" or "you")

乙方：(「顧問」或「您」)

Name: \_\_\_\_\_

University/College: \_\_\_\_\_

School/Department: \_\_\_\_\_

Phone number: \_\_\_\_\_

姓名：\_\_\_\_\_

學校：\_\_\_\_\_

院系：\_\_\_\_\_

電話號碼：\_\_\_\_\_

**WHEREAS**, you are currently a full-time university/college student, and you are expected to graduate from university/college in \_\_\_\_\_ [Month/Year];

鑒於，您現為全職在校學生，預計畢業日期為\_\_\_\_\_ [月 / 年]；

**WHEREAS**, the Company desires to retain you as a consultant to the Company;

鑒於，公司希望聘用您為公司的顧問；

**WHEREAS**, you desire to provide consulting services to the Company on the terms and conditions set out in this Agreement;

鑒於，您希望根據本協議的條款和條件為公司提供諮詢服務；

**NOW THEREFORE**, on the basis of equality, voluntariness, in accordance with mutual consultations and consensus, this Agreement is subject to your satisfactory completion of a background check and governs our retention of you, and your agreement to be retained, as a consultant to the Company, as well as your access to and use of our affiliates' the Platform software, tool, service and website and any related documentation, as any of the foregoing may be changed from time to time (in part or in whole, the "**Platform**"). For the avoidance of doubt, this Agreement shall not be construed as a contract of employment between the Consultant and the Company, nor should the employment law in Taiwan, including but not limited to the Labor Standards Law be applicable to the Consultant.

因此，本著平等、自願、協商一致的原則，以公司完成您的背景調查為前提，本協議規定了公司聘用您且您同意被聘用為公司的顧問的事項以及您作為顧問訪問和使用我們關係企業的 the Platform 軟體、工具、服務、網站和任何相關文件（上述任何內容的部分或全部可能隨時變更，以下統稱為「the Platform」）時必須遵守的事項。為免疑義，本協議不得解釋為公司與顧問間之僱傭協議，台灣的相關勞動法令，包括但不限於勞動基準法，亦不適用於顧問。

1. **Retention as Consultant.** The Company hereby agrees to retain you, and you agree to be retained, as a consultant to the Company to research and develop, as you see fit from time to time and in accordance with the terms of this Agreement as well as the rules and procedures the Company may promulgate for participation in the Platform, (i) mathematical models ("**alphas**") and (ii) machine learning algorithms for the Company. The Company and/or its affiliates may use your Output and Work Product (each as defined below), as it sees fit from time to time.

**顧問的聘用。**公司特此同意聘用您為顧問，您亦同意被聘用，作為公司的顧問，在您認為合適的時間依照本協議的規定以及公司為參與 the Platform 所制定有關規則和流程，為公司參與研究和開發(i) 數學模型「阿爾法(alphas)」策略及(ii)機器學習演算法。公司和/或其關係企業可隨時在其認為合適的時間使用您的輸出和工作成果（各自在下文進行定義）。

- (a) The Consultant acknowledges to the Company that his/her services are supplied to the Company as an independent contractor.

顧問特此向公司確認，其係以獨立承攬人身分向公司提供服務。

- (b) The parties agree that the Consultant shall not be entitled to any other company benefits of the Company, including life insurance, health insurance,

pension or retirement plans or any other benefits applicable to the employees of the Company (such as paid sick leave, annual leave, etc).

雙方當事人同意，顧問無權享有任何其他公司福利，包括人身保險、健康保險、退休金或退休計畫，或其他員工所享福利（例如給薪病假、年休假等）。

- 2. Consulting Fees.** During the term of this Agreement you will be eligible to receive a consulting fee (the “**Consulting Fee**”), provided that you remain a Consultant to the Company as of the date such fees are paid, and provided further, however, that no portion of the Consulting Fee shall be payable to you until such time as your background check has been completed and approved by the Company in its sole discretion. The Company’s current methodology for determining the Consulting Fee is attached hereto as Annex A. Annex A is subject to modification in the sole discretion of the Company upon notice to you. The Consultant acknowledges that the Consulting Fee received from the Company constitutes reasonable and sufficient reward and compensation for the Consultant’s involvement in the creation and development of the intellectual properties under this Agreement or by the operation of law.

**顧問費用。**在本協議有效期內，您將有權獲得一筆諮詢費（“諮詢費”），但前提是您在此諮詢費支付時仍然是公司的顧問，且您將不會於背景調查完成並由本公司全權核准前，收到任何諮詢費。公司目前計算諮詢費的方法如附件 A 中所示。公司有權自行決定修改附件 A，修改的內容將在通知您後生效。顧問確認，自本公司收到的獎勵和其他報酬構成本協議或法律所規定的顧問參與創作和開發智慧財產權的合理和充分的獎勵和報酬。

- 3. Termination.** This Agreement can be terminated if both parties mutually agree. The Company may terminate this Agreement at any time for any reason or no reason upon prior written notice. If you want to terminate this Agreement, you shall notify the Company in writing at least 10 days prior to termination. Upon notice of termination, you shall cease to have access to the Platform, and the parties will have no further rights or obligations except as may accrue prior to such termination. Notwithstanding the foregoing, this Agreement shall terminate automatically when you are no longer a full-time university/college student.

**協議終止。**雙方協商一致，可以解除本協議。公司可隨時以書面通知的形式，基於任何理由或無需理由終止本協議。如您希望終止本協議，您應至少於終止前 10 日以書面通知公司。在收到終止協議通知時，您應停止使用 the Platform，除協議終止前可能產生的權利或義務外，雙方不再進一步享有權利和承擔義務。儘管有前述規定，本協議將於您不再為全職在校學生時自動終止。

- 4. Ownership.** Notwithstanding anything else in this Agreement or any other agreement or understanding, we (or in some cases, our affiliates and/or licensors) have and will have exclusive ownership of (a) the Platform, (b) all the content (including audio, photographs, illustrations, graphics, other visuals, text, video, copy, software, trademarks, logos, etc.), code, data and materials thereon or

therein (including Work Product incorporated therein), the look and feel, design and organization of the Platform, the compilation of the content, code and data thereon or therein, and the processes, inventions, materials and data used by the Platform (the items in this clause (b) collectively, "**Platform Elements**"), (c) all works based upon the output of the Platform application ("**Output**"), and (d) all Intellectual Property Rights (as defined below) in, to or related to any of the Platform, Output or the Platform Elements, and to the extent that you have or obtain any of such Intellectual Property Rights, you hereby transfer and assign and agree to transfer and assign such Intellectual Property Rights to us and agree to execute such documents or instruments as we may request to memorialize or perfect any of the foregoing. Moreover, you waive any "moral rights" in having Work Product or Output edited, removed, modified, published, transmitted or displayed in a manner not agreeable to you. The idea behind each submitted alpha and any Output should be explainable. The Company reserves the right to review any submitted alpha and Output and may disqualify such alpha or Output in its sole discretion.

**所有權。**儘管有本協議或其它協議或合意的規定，我們(或在某些情況下，我們的關係企業和/或許可人) 擁有以及將擁有以下各項的專屬所有權：即 (a) the Platform；(b) 所有內容 (包括音訊、照片、插圖、圖表、其它圖像、文本、視頻、副本、軟體、商標和標誌等)、或其中包含的代碼、資料和材料 (包括其中包含的工作成果)、the Platform 的外觀、感覺、設計和組織、上述內容、代碼和資料的編輯、以及 the Platform 所使用的製程、發明、材料和資料 (條款 (b) 所列的項目統稱為「**the Platform 元素**」)；(c) 所有基於對 the Platform 應用的輸出而產生的作品 (「**輸出**」)；以及 (d) 與 the Platform、上述“輸出”或“the Platform 元素”相關的所有智慧財產權 (下文將進行定義)。如果您擁有或獲得上述任何智慧財產權，您特此轉讓，並同意將該智慧財產權轉讓給我們，以及同意執行相應的轉讓檔或文書，因為我們可能需要記錄或完善上述任何內容。此外，您特此放棄對未經您允許而編輯、刪除、修改、出版、傳播或展示之「工作成果」或「輸出」的任何「人格權」。各個提交之阿爾法及任何「輸出」背後的想法都必須能加以解釋說明。本公司保留權利得審查任何提交之阿爾法及「輸出」，並得全權酌情決定取消該項阿爾法或「輸出」之資格。

## 5. Inventions, Patents, Trademarks and Copyrights.

### 發明、專利、商標和著作權

#### (a) Definitions.

##### 定義

- (1) The term “Work Product” means any and all ideas, concepts, inventions, discoveries, methods, processes, strategies, data, derived data, databases, software (including, without limitation, both source code and object code in any language, format or medium), writings,

designs, flow charts, works of authorship, models, drawings, photographs, specifications, techniques, trademarks, developments, improvements, forecasts, trading models, trading strategies, algorithms, systems, physical property, formulas, patterns, devices, compilations and all other proprietary know-how and technology, whether or not patentable or copyrightable, and all copies and tangible embodiments of any of the foregoing, in each case that are created for the Company or delivered (including via posting, inputting or submitting to the Platform) to the Company by you, whether alone or with others.

「工作成果」係指由您 (無論是獨自或與他人共同) 為公司創造的或者向公司交付 (包括郵寄、輸入或向 the Platform 提交的方式) 的任何和所有創意、概念、發明、發現、方法、流程、策略、資料、衍生資料、資料庫、軟體 (包括但不限於以任何語言、格式和媒介存在的原始程式碼和目標代碼)、著作、設計、流程圖、原創作品、模型、圖紙、照片、規格、技藝、商標、開發、改進、預測、交易模式、交易策略、演算法、系統、實物、公式、圖案、裝置、彙編和所有其它專有技術 (無論是否可取得專利權或著作權), 以及任何前述內容的所有副本和有形載體。

- (2) The term “trademark(s)” means any name, word, phrase, logo, design or other graphic depiction generated during the performance of this Agreement that is or can be used to describe either a product or service of the Company and that is created for the Company by you, either alone or with others.

「商標」係指在本協議履行期間, 由您獨自或與他人共同為公司創造的, 用於或可用於描述公司的任何產品或服務的任何名稱、措詞、短語、標誌、設計或其它圖像。

- (3) The term “Intellectual Property Rights” means all intellectual property rights throughout the world, including, without limitation, (A) all rights relating to the protection of inventions, including patents, patent applications and invention disclosures; (B) all rights in works of authorship, copyrightable works, registered and unregistered copyrights, all rights to databases and data collections, and registrations and applications for registration thereof; (C) all rights in registered and unregistered trademarks, and registrations and applications for registration thereof, together with all goodwill associated therewith; (D) all rights relating to the protection of computer software (including, without limitation, both source code and object code); (E) all rights relating to the protection of trade secrets, know-how and proprietary information; (F) all moral and economic rights of authors and inventors, however denominated, throughout the world; (G) all rights to obtain renewals, reissues, reexaminations, continuations, continuations-in-part, divisions or

other extensions of legal protections pertaining thereto; (H) all claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing; and (I) any right analogous to those set forth in this Section 5(a)(3).

「智慧財產權」係指世界範圍的所有智慧財產權，包括但不限於：(A) 所有與保護發明相關的權利，包括專利、專利申請和發明披露的權利；(B) 對作品享有的全部權利、受著作權保護的作品、已登記或未登記的著作權、對資料庫和資料集合的權利、以及對其進行註冊和註冊申請的權利；(C) 對已註冊或未註冊的商標的權利、對其進行註冊及註冊申請的權利、以及所有相關的商譽權；(D) 與電腦軟體保護相關的所有權利(包括但不限於原始程式碼和目標代碼)；(E) 與商業秘密、專有技術和專有資訊保護相關的所有權利；(F) 作者和發明人(不論以何種名義)在全世界範圍內享有的全部人身權利和財產權利；(G) 為獲得更新、再版、複審、延續、部分延續、分離、或其它相關法律保護延伸的所有權利；(H) 對上述內容的侵權或盜用行為要求索賠或提起訴訟的所有權利；以及 (I) 任何與第 5(a)(3) 部分所述類似的權利。

- (b) Title to Work Product, Trademarks, and Inventions Produced. It is understood and agreed that the entire right, title and interest throughout the world to all Work Product, and all Intellectual Property Rights therein, that are conceived, prepared, procured, generated or produced, whether or not reduced to practice, by you, either solely or jointly with others during the course of and in connection with or as related to your retention as a consultant or the performance of this Agreement, shall be and hereby are vested and assigned by you to the Company. You agree promptly to disclose to the Company all Work Product. You agree to maintain all Work Product, including without limitation to the source code, within the Company's premises or facilities (including its computers for this purpose) and in a form and manner such that it is readily accessible by the Company's management and the Company will be able to comply on an ongoing basis with its supervisory and recordkeeping obligations as the Company may from time to time determine necessary under applicable national and local laws, rules, and regulations, as well as internal rules, regulations and procedures established by the Company from time to time. You agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Work Product and any rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Work Product and any rights relating thereto, and testifying in a suit or other

proceeding relating to such Work Product and any rights relating thereto. You further agree that your obligation to execute or cause to be executed, when it is in your power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of your mental or physical incapacity or for any other reason to secure your signature with respect to any Work Product including, without limitation, to apply for or to pursue any application for any Taiwan or foreign patents or copyright registrations covering such Work Product, then you hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as your agents and attorneys in fact, whose power is coupled with an interest, to act for and in your behalf and stead to execute and file any papers, oaths and to do all other lawfully permitted acts with respect to such Work Product with the same legal force and effect as if executed or done by you.

**工作成果、商標和發明的所有權。**雙方理解並同意，您特此將其在擔任公司的顧問或在履行本協議的期間，或與擔任顧問或履行本協議有關的，獨自或與他人共同構思、製作、獲得、產生或創造（無論是否已實施）的在全球範圍內的所有工作成果的全部權利、所有權和相關利益授予和轉讓給公司。您同意即時地向公司披露所有工作成果。您特此同意以合理的形式和方式將所有工作成果（包括但不限於原始程式碼）保存在公司的辦公場所和設備中（包括其為此目的而使用的電腦）上，以便公司管理人員的存取，並且使公司能夠隨時依照相關的國家和地方的所有適用法律、法規、規則以及公司建立的內部規則、規章和流程來履行其不時認為必要的監管和紀錄保管義務。您同意，在公司承擔費用的情況下，以所有適當的方式協助公司或其指定者保護公司對上述工作成果的權利以及在全球範圍內和該工作成果相關的任何權利，其中包括：向公司披露所有相關的資訊和資料，簽署公司認為合適或必要的所有申請、規程、誓言、轉讓以及所有其它文書，以便公司申請、註冊、獲得、保持、維護和行使這些權利，以及向公司或其繼承人、受讓人或指定人轉讓這些工作成果的專有權利，所有權和任何相關利益，以及在與這些工作成果及其任何權利相關的訴訟或其它法律程式中作證。您進一步同意，在本協議終止後，您應在其許可權範圍內繼續簽署或促使這些文書和文件得到簽署。如果由於您在心智或身體方面的無行為能力或任何其它原因而導致公司無法獲得您的與任何工作成果相關的簽名，包括但不限於在台灣或外國申請該工作成果的專利或著作權時而需要的簽名，那麼您特此不可撤銷地指定和任命公司及公司正式授權代表和代理人作為為您的代理人 and 法定代理人，代表和代替您簽署並提交與這些工作成果相關的任何文件、誓言和執行所有法律允許的其它行為，該行為效力等同於您親自簽署或執行的效力。

- (c) Documentation of Work Product. All memoranda, notices, files, records, or other documents concerning the business of the Company, including computer software or source code, made or compiled by you during the term of this Agreement and in the ordinary course of business, or made available to you, including, without limitation, anything pertaining to Work Product or

Intellectual Property Rights in such Work Product, shall be the Company's property and shall be delivered to the Company at its request.

工作成果之文件。所有與公司業務相關的備忘錄、通知、文檔、紀錄或其它文件，包括您在本協議期限內以及在日常業務過程中製作或編譯的、或提供給您的電腦軟體或原始程式碼，包括但不限於與上述工作成果或包含其中的智慧財產權有關的任何資料，皆屬於公司的財產，並且須在公司要求時交付給公司。

- (d) **Assignment of Prior Work Product.** You hereby agree that any materials or work product created by you and delivered to the Company or its affiliates through the Platform prior to the date hereof shall be deemed Work Product hereunder. You hereby grant and assign all of your right, title and interest therein to the Company, and undertake to enter into any additional agreements or instruments as may be necessary to enforce such grant and assignment.

**先前工作成果之轉讓。**您特此同意，於本協議期日前由您創作和透過 the Platform 向公司或其關係企業交付之任何材料或工作成果，均應視為本協議定義之“工作成果”。您特此將您對其擁有之一切權利、所有權和利益授權並轉讓予公司，並聲明必要時願意簽署任何其他協議或文書以使前述授權和轉讓發生效力。

6. **Maintenance of Work Product and Output.** We cannot be responsible for maintaining any Work Product or Output, and we may delete or destroy any Work Product or Output at any time.

**「工作成果」和「輸出」的維護。**我們沒有責任維護上述任何「工作成果」或「輸出」；我們可隨時刪除或銷毀上述任何「工作成果」或「輸出」。

7. **Prohibited Use.** You will not and will not assist anyone else to (i) modify, adapt, copy, translate, publicly display, reverse engineer, disassemble or decompile the Platform; (ii) recompile or modify any source code that may be provided by us or use any results of use of the Platform to reverse engineer the Platform or discover any strategies, processes and techniques used or embodied by such the Platform; (iii) attempt to circumvent, decrypt, or otherwise alter or interfere with the Platform; (iv) obtain or attempt to gain unauthorized access to other computer systems, materials, information or any services available on or through the Platform through any means, including through means not intentionally made publicly available or provided for through the Platform; (v) engage in spidering, "screen scraping," "database scraping", or any other automatic or unauthorized means of accessing, logging-in or registering on the Platform, or obtaining lists of users or other information from or through the Platform, including any information residing on any server or database connected to the Platform; (vi) use the Platform in any manner that could interrupt, damage, disable, overburden or impair the Platform or interfere with any other party's use and enjoyment of the Platform;



(vii) use the Platform in violation of Company's or any third party's Intellectual Property Rights or other proprietary or legal rights; (viii) use the Platform in violation of any applicable law; or (ix) "game," share, cheat or engage in any other unethical or dishonest behavior as it relates to the use or access of the Platform; or (x) use or access the Platform except as explicitly permitted by this Agreement. Any distribution, publishing or exploitation of the Platform, or of any the Platform Elements, is strictly prohibited unless you have received our express written prior permission.

**禁止使用。**您不得 (亦不得協助他人)：(i) 對 the Platform 進行修改、改編、複製、翻譯、公開展示、逆向工程、分解或反編譯；(ii) 重新編譯或修改我們可能提供的任何原始程式碼；或者利用 the Platform 的應用成果進行 the Platform 的逆向工程，或發現 the Platform 所應用或呈現的任何策略、製程和技術；(iii) 嘗試阻止、解碼、更改或干涉 the Platform；(iv) 通過 the Platform 或任何其它方式 (包括不是有意公開的或通過 the Platform 提供的方式) 獲得或嘗試獲得未經授權使用的其它電腦系統、材料、資訊或任何服務；(v) 通過網路蜘蛛 (spidering)、螢幕抓取 (screen scraping)、資料庫窺探 (database scraping) 或任何其它自動或未經授權的方式訪問、登錄或註冊使用 the Platform，或通過 the Platform 獲取使用者清單或其它資訊，包括存儲在與 the Platform 連接的任何伺服器或資料庫上的任何資訊；(vi) 在使用 the Platform 時以任何方式中斷、破壞、損害或干擾 the Platform、或使其超負荷運行、或影響任何其它用戶對 the Platform 的使用和體驗；(vii) 在使用 the Platform 時侵犯該公司或任何第三人的智慧財產權、所有權或法定權利；(viii) 在使用 the Platform 時違反任何適用法律；或者 (ix)「搞花樣」、共用、詐騙，或從事任何其它不道德或不誠實行為，只要是與使用或訪問 the Platform 相關；(x)使用或訪問 the Platform，除非本協議明確允許。未經我們的書面同意，嚴禁對 the Platform 或任何上述「the Platform 元素」進行分發、出版或開發。

8. **User Information.** In the course of your use of the Platform, or the user registration process associated with the Platform you may be asked to provide to us certain personal information or other information relating to you ("User Information"). You agree to the use of User Information relating to you, including, without limitation, full name, university or other affiliation, city and province of residence, as well as your image/likeness for advertising, publicity and promotional purposes, in any manner, in any and all media, now or hereafter known, worldwide and on the Internet, in perpetuity and without compensation or notification to, or permission from, you, and to execute a specific consent to any such use if asked to do so. Our information collection and use policies with respect to the privacy of personal information are set forth in our WorldQuant Web Site Privacy Policy ("Privacy Policy") currently at <http://www.worldquant.com/privacy-policy/>, which is incorporated herein by reference for all purposes. You acknowledge and agree that you are solely responsible for the accuracy and content of all information relating to you that you provide to us.

**使用者資訊。**在您使用或註冊使用 the Platform 的過程中，您可能被要求向我們提供您的個人資料或其它與您相關的資訊 (以下稱為「使用者資訊」)。您同意可不限任何方式、於任何媒體 (無論是目前已

知或本協議簽署後出現之媒體)、於全球及網路上、永久且不向您提供補償、毋須通知您且不必取得您的同意而使用與您相關之“使用者資訊”，包括但不限於全名、大學或其他學術機構、居住城市與省分，以及您的影像/肖像以供廣告、宣傳和推廣目的之用，且您同意經要求時將會簽署有關任何前述使用之特定同意文件。我們按照目前網址為：<http://www.worldquant.com/privacy-policy/> 的“WorldQuant 網頁隱私權政策”(WorldQuant Web Site Privacy Policy) (以下稱為「**隱私權政策**」) 收集和使用這類個人資料，該政策以引用的方式併入本文。您特此承認並同意，您對所有提供給我們的個人資料的準確性和內容承擔全部責任。

**9. Your Representations and Warranties.** You represent, warrant and covenant to us as of the date of your registration to access and use the Platform and each date that you access or use the Platform as follows:

**您的聲明及保證。**從您註冊訪問和開始使用 the Platform 之日起，以及在您訪問或使用 the Platform 的每一天中，您特此聲明、保證及承諾：

- (a) You will, at your own expense, comply with all applicable laws, rules and regulations and assume all liabilities and obligations imposed by such laws, rules and regulations with respect to your performance of this Agreement.

您將自行承擔遵守一切所適用法律、條例、規章的相關費用，並承擔與您為履行本協議相關之法律、條例和規章所要求承擔的全部責任和義務。

- (b) You have the full legal right, power and authority to:

您具有全部法律權利和權限得：

- (1) execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby;

簽署、交付及履行本協議，以及完成本協議約定的交易；

- (2) post the Work Product you are posting to the Platform as it is posted;

提供您向 the Platform 提供的工作成果；

- (3) render the Services to the Company, all of which will be performed remotely, outside of the Company's office (or its branch, representative office, other subdivision (including those located in other areas), outside of a stationary work desk, territory or facility which directly or indirectly falls under the control of the Company), using during the process of work information-telecommunication networks, including a network “the Internet”; and

向公司提供服務，且所有服務均將於公司辦公室（或其分公司、代表處、其他分部（包括位於其它地區者）、在由公司直接或間接控制之固定工作台、領域或設施以外）以外地點，於工作過程中使用資訊通訊網路（包括「網際網路」在內）遠距提供；以及

- (4) agree to our ownership of the Platform, all Work Product, all Output, the Platform Elements and the Intellectual Property Rights in, to or related to the same.

同意我們對 the Platform、一切工作成果、輸出、the Platform 元素和上述智慧財產權的所有權，或與之相關的所有權。

- (c) You will promptly inform us of any employment, assignment, consultancy or similar engagement or address change by updating your information on the Platform.

您應更新您在 the Platform 上的資訊，以立即將任何聘用、工作指派、顧問或類似任務或地址變更通知我們。

- (d) The execution, delivery and performance of this Agreement do not conflict with any agreement to which you are a party or are bound, or any court order or judgment.

本協議的簽署、交付和履行和您作為其中一方或受其約束的任何協議或任何法院命令或判決不會產生衝突。

- (e) You will immediately (i) inform the Company if you enter into any arrangement or agreement which conflicts in any manner with, breaches or would reasonably be expected to result in a breach of the terms of this Agreement and/or your obligations hereunder and (ii) provide the Company with copies of any such agreement.

您會立即為下列行為：(i) 若您簽署任何會對本協議條款和/或您依本約應盡義務有任何牴觸、違反或合理預期將會導致違反的協定或協議時，應立即通知本公司；且 (ii) 向本公司提供任何該等協議之副本。

- (f) You acknowledge and agree that your acting as the consultant of the Company does not violate the rules of your university/college, and the documents, certifications, materials and personal information provided by you are complete, accurate and true. If you provide any incomplete, inaccurate, or false information to the Company, you shall be sole responsible for any legal consequences.

您承認並同意您作為公司的顧問不會違反您學校的規章制度，您提供的所有檔、證明、材料和個人資料都是完整、準確和真實的。如您向公司提交任何不完整、不準確或不真實的個人資料，您應當對其產生的任何法律後果自行負責。

- (g) You are not employed by a Financial Services firm<sup>1</sup>, unless otherwise approved by the Company.

除非經本公司同意，您未受聘僱於金融服務公司。

- (h) This Agreement is a legal, valid and binding obligation enforceable against you in accordance with its terms, subject to (i) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights generally and (ii) general principles of equity.

依照 (i) 破產、無償債能力、欺詐性轉讓、重整、延期償付或其他與債權人權利實現相關或影響債權人權利實現的法律適用以及 (ii) 依照一般適用的衡平原則，本協議對您為合法有效且有法律上拘束力，依據條文內容可對您執行。

- (i) We may use the Work Product as permitted herein without violating any applicable law, rule or regulation or the Intellectual Property Rights or other rights of any third party, or any license, sublicense, covenant or contract between you and any third party and there is currently no actual or threatened claim, demand, or suit by any third party based on alleged violation of any of the foregoing.

我們可以依照本協議的規定使用上述工作成果，而不會違反任何適用法律或法規、或侵犯任何第三人的智慧財產權或其它權利、或侵犯您與任何第三人達成的許可、再授權、協議或契約；而且目前沒有現存或潛在的由於違反任何上述事項而導致任何第三人的索賠、要求或訴訟。

- (j) The Work Product shall not contain any computer code intentionally designed to: (i) disrupt, disable, harm, or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation of the Work Product or our software, firmware, hardware, systems or networks (collectively, "**Our Network**"), (ii) disable any Work Product or Output or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (such code sometimes referred to as "time bombs," "time locks," or "drop dead" devices), or (iii) permit you or any third party to access any Work Product or Output to cause such disablement or

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<sup>1</sup> "Financial Services firm" as used above shall mean an asset manager, broker-dealer, bank or other firm engaged in investment related activities.

前文使用之「金融服務公司」應指資產管理人、仲介經紀商、銀行或其他從事投資相關活動的公司。

impairment, or any other harmful, malicious or hidden procedures, routines or mechanisms which would cause the Work Product or any of Our Network to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations, including trojan horses. In addition, you shall not, for any reason or at any time (either during or after the term of this Agreement), invoke or otherwise use any disabling code that may be contained in the Work Product.

工作成果不得包含任何被故意設計用於以下目的的電腦代碼：(i) 以任何方式（包括美感上擾亂或破壞）擾亂、阻止、危害或以其他方式阻礙工作成果或我們的軟體、固件、硬體、系統或網路（以下統稱為「我們的網路」）的運行；(ii) 阻止任何工作成果或輸出，或者以任何基於在一段時間的消逝、超過某個授權數量的副本，前進某個特定的日期或其他數位（這種代碼有時被稱為「定時炸彈」、「定時鎖」或「完全停機裝置」）的方式來損害工作成果或輸出的運行；或(iii) 允許您或任何第三人訪問上述任何工作成果或「輸出」而導致上述阻止或損害；或使用任何其它有害的、惡意的或隱藏的程式或機制而導致工作成果或「我們的網路」的任何部分無法正常運行、或使資料、存儲媒體、程式、設備和通信受損，或以其它方式影響上述的運行，包括特洛伊木馬病毒。另外，在任何時候（包括本協議的有效期間或之後），您不得以任何理由啟動或以其他方式使用任何可能包含於工作成果中之禁用代碼。

- (k) Upon execution of this Agreement and solely by reason of your retention by the Company, you may come into possession of, have knowledge of or contribute to Confidential Information (as defined below). All of the Confidential Information is a valuable asset of the Company and is, will be and shall, at all times, including subsequent to the termination of this Agreement, remain the sole and exclusive property of the Company. You shall, at all times, hold the Confidential Information as secret. During the term of your retention by the Company and after termination of that arrangement, with or without reason, you shall not, directly or indirectly, individually or in combination or association with any person or entity, make use of, divulge or disclose to any third party any of the Confidential Information without, in each instance, the prior written consent of the Company. Upon termination of your consultation with the Company, with or without cause, you shall immediately deliver or cause to be delivered to the Company the Confidential Information in your possession or control, if any. As used herein, the term “Confidential Information” means all information or material not generally known to the public or the industry in which the Company is or may be engaged, as well as data, derived data and databases, in each case which are owned, licensed or possessed by the Company or in which the Company has an interest, including but not limited to Work Product, Output, the terms of this Agreement and the fact that you have entered into this Agreement with the Company.

自簽訂本協議之日起以及由於受聘於公司，您可能會佔有、獲悉上述保密資訊，或對保密資訊（下文進行定義）有貢獻。所述保密資訊皆為公司的貴重資產，而且無論在任何時候，包括在本協議終止後，皆屬於公司的專有財產。在任何時候，您應對上述保密資訊進行保密。在您受聘於公司期間以及在本協議終止之後，未經公司的書面許可，您不得以任何理由、直接或間接地、獨自或聯合、協同任何個人或實體向任何第三人使用、洩露、或披露保密資訊。當您和公司的諮詢服務終止之後（不管是否存在任何理由以及出於何種理由），您應立即向公司交付或促使交付其所持有或控制的全部保密資訊（如有）。此處，「保密資訊」系指公司擁有的、被授權許可的、佔有的或擁有權益的，不為公眾或公司所涉入或可能涉入的行業所知悉的所有資訊和材料，以及資料、派生資料及資料庫，包括但不限於上述工作成果、輸出、本協議條款、以及您與公司訂立本協議的事實。

10. **Trademarks.** WORLDQUANT and WEBSIM are registered trademarks and WORLDQUANT BRAIN is a trademark belonging to our affiliate(s). You shall not use these trademarks unless specifically authorized in writing.

商標。WORLDQUANT 及 WEBSIM 為註冊商標；WORLDQUANT BRAIN 為我們關係企業所有的商標。除非特別經過書面授權，您不得使用這些商標。

11. **Impersonation or Misrepresenting.** While registering for access to the Platform or accessing or using the Platform, you represent and warrant that you have not and shall not: (a) impersonate any person; (b) misrepresent your identity, identifying or contact information or non-affiliation with another person or entity; or (c) use any other person's User Codes (as defined below).

冒充或虛報。當您註冊訪問、訪問或使用 the Platform 時，您特此聲明並保證，您沒有且不會：(a) 冒充他人；(b) 虛報您的身份、辨識 / 聯繫資訊、或與他人或實體的非關聯關係；或 (c) 使用他人的使用者編碼（定義如下）。

12. **Limits On Work Product.** You agree not to upload any Work Product on or through the Platform or otherwise provide us with any other materials which (a) violate any applicable law, rule or regulation, (b) violate, plagiarize or infringe any Intellectual Property Rights of a third party, or (c) violate or breach any confidentiality, contract or other legal rights of any third party. You should therefore be careful and selective about the information that you disclose in your submissions to the Platform and us, and in particular, you warrant that you have not disclosed and will not disclose any sensitive, proprietary or confidential information of a third party without proper authorization.

對「工作成果」的限制。您特此同意，您通過 the Platform 上傳的任何上述“工作成果”或以其他方式向我們提供的任何資料不得：(a) 違反任何適用法律或法規；(b) 違反、剽竊或侵犯任何第三人的任何智慧財產權；或 (c) 侵犯或破壞任何第三人的任何保密性、契約或其它法定權利。因而，當您向 the

Platform 或我們提交資訊時，必須謹慎選擇。您特此保證，未經授權，您沒有並且不會披露任何第三人的任何敏感、專有或機密的資訊。

13. **Right to Control Access.** We reserve the right at any time and from time to time to make any changes to the Platform and/or to limit or remove your access to the Platform.

**控制訪問的權利。**我們保留在任何時候隨時改變 the Platform 和/或限制或刪除您訪問 the Platform 的權利。

14. **Linking to the Platform.** You will not link from any other web site to the Platform in any manner such that the Platform, or any page of the Platform, is "framed," surrounded or obfuscated by any third party content, materials, advertising or branding or displayed on another website.

**連接到 the Platform。**您不得以任何方式將任何其它網站連接到 the Platform，以致 the Platform 或 the Platform 的任何網頁被任何第三人的內容、資料、廣告或標記所框住、圍繞或擾亂，或被顯示在其它網站上。

15. **Indemnification.** You agree to defend, indemnify and hold Company, its affiliates, and its and their directors, officers, employees and agents harmless from and against any and all claims, actions, proceedings, liabilities, costs and expenses ("Losses"), including reasonable attorneys' fees, relating to or arising from (i) your access to or use of the Platform or (ii) your breach or violation of the law or of this Agreement or any representation or warranty herein. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you agree to cooperate with any such defense in addition to reimbursing Losses as incurred in accordance with this Section.

**賠償。**您特此同意使上述公司或其關係企業、其董事、經理人、員工和代理免於承擔、為其辯護或賠償其由於 (i) 您訪問或使用 the Platform; 或 (ii) 您違反法律或本協議的任何聲明或保證而導致的任何和所有索賠、起訴、訴訟程序、債務、費用和開支 (「損失」)，包括合理的律師費。上述公司自費留承擔專門防範和控制其他您要賠償的任何事項的權利，在這種情況下，在根據本條規定償付公司的損失以外，您同意與該公司充分合作以維護該公司的任何免責辯護。

16. **DISCLAIMER OF WARRANTIES AND RESULTS.** THE PLATFORM IS PROVIDED "AS IS", "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WE HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES. WE DO NOT WARRANT THAT THE PLATFORM OR ANY OUTPUT WILL BE TIMELY, SECURE, UNINTERRUPTED, COMPLETE, ERROR FREE OR WILL MEET ANYONE'S REQUIREMENTS, OR THAT DEFECTS WILL BE CORRECTED. NO ADVICE,

RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

FURTHERMORE, THE PLATFORM PRODUCES AN ESTIMATE OF THE PAST INVESTMENT RESULTS OF A SELECTED PORTFOLIO AND DOES NOT NECESSARILY ACCURATELY PREDICT FUTURE TRADING RESULTS OR PERFORMANCE OF ANY STRATEGY OR ALGORITHM, WHICH MAY VARY SIGNIFICANTLY FROM THE RESULTS INDICATED BY THE OUTPUT. ALL OUTPUT IS FOR INFORMATIONAL PURPOSES ONLY. NOTHING ON THE PLATFORM CONSTITUTES OR SHOULD BE CONSTRUED AN OFFER OR SOLICITATION TO BUY OR SELL ANY SECURITY. ALTHOUGH THE PLATFORM MAY INCLUDE INVESTMENT-RELATED INFORMATION, NOTHING ON THE PLATFORM IS OR SHOULD BE CONSTRUED AS A RECOMMENDATION TO PURCHASE, SELL OR HOLD ANY SECURITY OR OTHER INVESTMENT, OR TO PURSUE ANY INVESTMENT STYLE OR STRATEGY. WE DO NOT GIVE ANY ADVICE OR MAKE ANY REPRESENTATIONS THROUGH THE PLATFORM AS TO WHETHER ANY STRATEGY, ALGORITHM, SECURITY OR INVESTMENT IS SUITABLE TO YOU OR WILL BE PROFITABLE. NOTHING ON THE PLATFORM IS INTENDED TO BE, AND YOU SHOULD NOT CONSIDER ANYTHING ON THE PLATFORM TO BE, INVESTMENT, ACCOUNTING, TAX OR LEGAL ADVICE.

**免責條款。**the Platform 是在「現狀」(AS IS) 與「當時可得」(AS AVAILABLE) 的原則上提供的，且沒有任何保證（不論明示或默示），其中包括適用於某一特定用途的所有權、不侵權或適銷性的擔保。而且我們特此放棄任何和所有這類擔保。我們不保證 the Platform 的內容和任何上述“輸出”是即時的、安全的、未受干擾的、完整的、無差錯的、或者滿足任何人要求的、或其缺陷為可修正的。您從我們這裡或透過 the Platform 所獲得的任何建議、結果或資訊（不管是口頭的還是書面的），皆不得產生本文未提及的任何擔保。

此外，the Platform 對過去的某個投資組合給出了預測結果，但是不一定能準確預測可能與輸出有明顯差異之將來的交易結果或任何策略或演算法的性能。所有輸出僅作資訊參考之用途。the Platform 上的任何資訊不構成或不得被視為買入或賣出任何證券的提議或請求。雖然 the Platform 可能含有和投資相關的資訊，但是 the Platform 上的任何資訊不得被視為購買、賣出或持有任何證券或其它投資產品、或追求任何投資風格或策略的建議。我們不會通過 the Platform 向您聲明或建議某個策略、演算法、證券或投資是否適合您或有利可圖。the Platform 上的任何資訊不得被視為投資、會計、稅務或法律方面的建議。

17. **LIMITATION OF LIABILITY.** IN NO EVENT WHATSOEVER SHALL WE, OUR AFFILIATES, OR ANY FUND, FUND MANAGER OR FUND GROUP WITH WHICH WE ARE ASSOCIATED OR PERFORM SERVICES FOR OR ANY OF OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS (ALL THE FOREGOING COLLECTIVELY, THE "PROTECTED PERSONS") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST BUSINESS, SALES, SAVINGS OR PROFIT (WHETHER IN CONTRACT OR TORT,



INCLUDING NEGLIGENCE OR OTHERWISE), IN EACH CASE, ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, YOUR ACCESS TO OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE PLATFORM OR ANY OUTPUT, YOUR PROVISION OF WORK PRODUCT, EVEN IF SUCH PROTECTED PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. IN ADDITION, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED PERSONS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE) ARISING FROM THIS AGREEMENT OR YOUR ACCESS TO OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE PLATFORM OR ANY OUTPUT, YOUR PROVISION OF WORK PRODUCT EXCEED, IN THE AGGREGATE, THE AMOUNT, IF ANY, PAID BY YOU TO COMPANY FOR YOUR USE OF THE PLATFORM. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SURVIVES ANY REMEDY'S FAILURE OF ESSENTIAL PURPOSE. YOU AGREE THAT THE REMEDIES, DISCLAIMERS, LIMITATIONS AND INDEMNITY SET FORTH IN THIS AGREEMENT ALLOCATE THE RISKS OF THE PLATFORM, WORK PRODUCT AND OUTPUT BETWEEN US AND YOU AS AUTHORIZED BY APPLICABLE LAWS. THE ABSENCE OF FEES PAYABLE TO THE COMPANY FOR THE USE OF THE PLATFORM IN THIS AGREEMENT REFLECT AND ARE SET IN RELIANCE UPON THIS ALLOCATION OF RISK AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT.

**責任限制。**在任何情況下，我們、我們的關係企業、或與我們有聯繫的或我們服務的任何基金、基金經理或基金組織，或我們的任何董事、經理人、職員、代理或許可人（以下統稱為「受保護人士」）不必承擔由於您訪問和使用（或不能訪問或不能使用）the Platform 或任何上述「輸出」或您提供任何上述「工作成果」而直接或間接導致的任何直接、間接、特殊、附帶、衍生性、懲戒性或懲罰性損害賠償金或業務、銷售、儲蓄或利潤的任何損失（無論是違反契約限制或民事侵權，包括疏忽或其它原因所致），儘管所述「受保護人士」已經被告知可能出現這些賠償或損失。有些管轄區域不允許限制或免除附帶損害賠償或衍生性損害賠償，因此上述關於限制的部分條款可能不適用於某些用戶。此外，在任何情況下，如果本協議、或您對 the Platform 或上述「輸出」的訪問或使用（或不能訪問或不能使用）、或您提供的上述「工作成果」導致任何賠償、損失或訴訟（無論是違反契約限制或民事侵權，包括疏忽或其它原因所致），上述「受保護人士」對您的累積賠償總額不得超過您為了使用 the Platform 而向上述公司支付的金額。如何任何特殊目的的補救措施未能實現，以上責任限制依然有效。您特此同意，本協議的上述法律救濟、免責、限制和賠償條款在我們和您（依照適用法律被授權的用戶）之間分配了 the Platform、上述「工作成果」和上述「輸出」的風險。未向公司支付依本協議使用 the Platform 的費用而反映了上述風險分配和責任限制，並依此進行設置。

## **18. The Platform is Accessed In the United States.**

Our affiliate(s) controls and operates the Platform from its offices in the United States of America. We do not represent that the Platform is appropriate or available for use in other locations except for the location indicated in this

Agreement. Persons who choose to access the Platform from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

**The Platform 之訪問窗口為美國。**我們的關係企業通過其在美國的辦事處控制和經營 the Platform。除本協議所示的地點外，我們沒有表示 the Platform 可以在其它國家或地區使用。如果使用者選擇在其它國家或地區使用 the Platform，該使用者應自行承擔責任並遵守當地的法律（如當地法律適用）。

19. **User Codes.** We may provide you with and/or you may choose digital certificate(s), unique identifiers, user name(s) and/or password(s) which may be required to access or use the Platform (collectively, “**User Code(s)**”). You agree that (a) any such User Codes are personal to the individual to whom they are issued or chosen; (b) you will not share or disclose any such User Codes with any other person; (c) you will take all necessary actions to preserve the confidentiality of such User Codes; (d) you are responsible for ensuring that all information contained in any request for a User Code or user registration is complete, correct and up to date; (e) you are responsible for all acts, omissions and agreements that occur under any User Code; and (f) you shall notify us in writing in the event that you learn that: (i) any such User Code is lost, stolen, or improperly disclosed to a third party; (ii) the confidentiality of any User Code has been compromised in any way; or (iii) you learn about a possible or actual unauthorized access to and/or use of the Platform.

用戶代碼。我們可能向您提供和/或您可以選擇數位憑證、唯一識別碼、用戶名和/或密碼（統稱為“用戶代碼”）來訪問和使用 the Platform。您特此同意：(a) 任何這類用戶代碼僅供相應的用戶使用；(b) 您不得向他人透露任何這類用戶代碼；(c) 您應採取所有適當的措施確保該用戶代碼的保密性；(d) 您應確保用於用戶註冊或者為獲取使用者代碼而提供的資訊是完整的、正確的和最新的；(e) 用戶負責在其用戶代碼下所發生的所有操作、遺漏和協議；以及 (f) 如果您發現有下列情況，您必須書面通知我們：(i) 任何這類用戶代碼丟失、被盜或不恰當的向第三人披露；(ii) 任何這類用戶代碼的保密性受到威脅；或 (iii) 您發現可能出現或已經出現未經授權訪問和/或使用 the Platform 的情況。

20. **Use of Name, Likeness and Materials.**

You consent and agree that any photograph, recording and/or other media taken of you by employees or contractors of the Company, and any of the foregoing or written materials submitted by you to the Company (collectively, “**Materials**”), along with your name, voice and likeness (subject to Section 8 of this Agreement), may be used, adapted, reproduced, publicly distributed, or exhibited by the Company, in perpetuity, for any purpose. The Materials shall be the exclusive property of the Company and you hereby assign all rights and interest in and to the Materials to the Company. You will not receive any compensation for any use of the Materials. You expressly release and hold harmless the Company and its employees and contractors from any and all claims which you have or may have

arising out of the use, adaptation, reproduction, distribution, broadcast, or exhibition of the Materials.

**姓名、肖像和材料之使用。**您許可且同意，任何由公司員工或承攬人對您拍攝或錄製的相片、錄影和/或其他媒材，以及您向公司所提交之前述任何一項或書面材料（以下合稱「材料」），連同您的姓名、聲音及肖像（須遵守本協議第 8 條規定），均得由公司基於任何目的而永久使用、改編、重製、公開散布或展示。材料應屬於公司專有財產，且您茲此將材料之全部權利及利益向公司轉讓。您不會因為對材料之任何使用而獲得任何報酬。您明示解除公司及其員工與承攬人對您因使用、改編、重製、散布、公開播送或展示材料所致而提起或可能提起之任何及一切請求之責任，並使其不因而受到損害。

## 21. **Miscellaneous. 其它規定。**

- (a) **Binding Effect.** This Agreement shall be binding upon the parties hereto and inure to the benefit of you and us and your and our respective successors and permitted assigns, including any successor to all or substantially all of the business and/or assets of a party whether direct or indirect, by purchase, merger, consolidation, acquisition of stock, or otherwise. You may not transfer or assign any of your rights or delegate any of your obligations under this Agreement without the Company's prior written consent.

**拘束力。**本協議對締約雙方具有拘束力，並且有利於您和我們的權益，以及我們各自承受人和獲准受讓人（包括通過直接或間接收購、兼併、合併或購買股票等方式而成為一方的業務和/或資產的任何承受人）的權益。您不可以在未經公司事先書面同意的情況下，將您在本協議項下的權利或義務轉讓給他人。

- (b) **Severability.** If any term or other provision of this Agreement, or any application thereof to any circumstances, is invalid, illegal or incapable of being enforced by any rule of law, or public policy in whole or in part, such provision or application shall to that extent be severable and shall not effect the validity of the other provisions or applications of this Agreement.

**可分割性。**在任何情況下，如果本協議的任何條款或其適用全部或部分依照任何法規或國家政策被裁定為無效、不合法或無法執行，該條款或其適用於該範圍內可獨立執行，且不影響本協議其餘條款的有效性。

- (c) **Entire Agreement; Survival.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, between the parties with respect to such subject matter. This Agreement is irrevocable and shall survive the termination of any agreement or your use of the Platform.

**完整協議；存續條款。**本協議包含了雙方對本協議標的的全部理解，並取代雙方之前和同期通過口頭或書面方式就此主題達成的所有協議及合意。本協議不可撤銷；在雙方的任何協議終止之後或者您停止使用 the Platform 之後，本協議依然有效。

**Use of Certain Words.** As used in this Agreement, unless the context otherwise requires, (i) words in the singular number or in the plural number shall each include the singular number and the plural number, (ii) the use of any gender shall include all genders, (iii) “including” (and any of its derivative forms, e.g. “includes”) means including but not limited to, and (iv) “will”, “should” and “shall” are expressions of command, not merely expressions of future intent or expectation. The headings in this Agreement are for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Agreement.

**某些詞語的使用。**在本協議中，除非文義另有所指，(i) 單數或複數的詞語，應各自包括單數和複數的意思；(ii) 任何提及性別之處應包括所有性別；(iii) 「包括」一詞指的是包括但不限於；以及 (iv) 「將」、「應該」和「必須」皆屬命令意思的表達，而不僅僅是將來或預期意思的表達。本協議所採用的標題只作參考用途，不得限制或影響本協議的意思或解釋。

- (d) **Relationship of the Parties.** Nothing herein shall be construed as: (i) placing the parties hereto in the relationship of joint venturers or partners or in a fiduciary or employment relationship and you shall not be eligible to participate in or be covered by any employment benefit plan or program sponsored by or through the Company (except as required by law); or (ii) permitting either party in any manner to act on behalf of the other party, make any representations regarding the other party or its business or bind the other party to any agreement or commitment.

**締約各方的關係。**本協議的任何內容均不得被解釋為：(i) 使本協議的雙方建立合資、合夥或信託關係或勞動關係，您無權參加或享受公司贊助或通過公司提供的任何與勞動關係有關的福利計畫或項目（除法律另有規定）；或 (ii) 允許本協議的任何一方以任何方式代表另一方行動、就另一方或其業務發表任何聲明、或使另一方受任何協議或承諾的約束。

- (e) **Amendment and Modification.** This Agreement may not be amended or modified except by an instrument in writing duly signed by both parties hereto.

**修正和修改。**未經締約雙方的書面同意，不得對本協議做任何修正或修改。

- (f) **Waiver.** No provision of this Agreement may be waived or discharged unless such waiver or discharge is in writing and signed by the party to be charged. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

**棄權。**本協議的任何條款不得被放棄或免除，除非該放棄或免除經過另一方的書面同意。如果我們未能行使本協議規定的任何權利或未能執行本協議的任何條款，不得被視為放棄該權利或條款。

- (g) Representations, Warranties, Obligations, Rights and Remedies Cumulative. Our and your respective representations, warranties, obligations, rights and remedies herein shall be deemed cumulative, and our and your exercise of any one of our and your rights or remedies shall not preclude such our and your exercise of any other right or remedy then available to it (whether hereunder, another written, signed contract or at law or in equity).

**聲明、擔保、義務、權利和救濟的累加。**我們和您各自的聲明、擔保、義務、權利和救濟應被視為是累加的；我們和您在行使各自的任何權利或救濟時，不得妨礙我們和您各自的任何其它權利的行使或當時可用的救濟（無論是本協議或另一份已簽署的契約規定的、按照法律的或依衡平法的）。

- (h) Governing Law and Jurisdiction. This Agreement will be governed by and construed and enforced in accordance with the laws of the Republic of China, Taiwan. In respect of any claim, dispute, suit or action arising out of or relating to this Agreement, the Platform, any Work Product or any Output, the Company and you will try to settle any dispute through friendly consultation. If the parties are unwilling or fail to settle the dispute, either party may apply for arbitration. Such dispute shall be submitted to arbitration administered by the Chinese Arbitration Association, Taipei in accordance with the rules of the Arbitration Act of the Republic of China and the Arbitration Rules of Chinese Arbitration Association, Taipei in effect as of the date hereof. The venue of the arbitration shall be in Taipei, Taiwan. The language of arbitration shall be Chinese. The parties agree to abide by the award of the arbitrator(s). Such arbitration decision shall be final and binding.

**適用法律和管轄。**本協議受適用於中華民國的法律管轄，並依照該法律進行解釋和執行。如出現和本協議、the Platform、上述「工作成果」或上述「輸出」有關的或其導致的任何索賠、爭議或訴訟，公司和您將盡力通過友好協商解決爭議。若任何一方不願或未能解決爭議的，雙方均可申請仲裁。該爭議應提交中華民國仲裁協會，依當時有效之中華民國仲裁法及中華民國仲裁協會之仲裁規則解決之。仲裁地為臺灣臺北，仲裁適用語言為中文，雙方當事人同意遵守仲裁人所為之仲裁決定。該仲裁決定為終局性且具有拘束力。

- (i) Third Party Beneficiaries. The Protected Persons are intended third party beneficiaries of this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity other than the foregoing any rights, benefits or remedies of any nature whatsoever.

Without limiting the generality of the foregoing, no provision herein shall be for the benefit of or enforceable by any creditor of any party hereto.

**第三方受益人。**在本協議中，所述「受保護人士」即為第三方受益人。本協議中的任何條款（不論明示或默示）不得被視為向該「受保護人士」之外的任何其它個人或實體授予任何性質的權利、權益或救濟。在不限制前述條款之一般性的情況下，本協議的任何條款不得被視為是為了任何一方之債權人的權益，或者可被該債權人強制執行。

- (j) **Taxes.** You shall be solely responsible for and shall timely pay any individual income tax or other taxes levied or based upon your income or any fees or other compensation payable to or derived by you pursuant hereto in accordance with the laws of the Republic of China, Taiwan.

**賦稅。**您應當根據中華民國法律的規定，獨自負責並即時繳納任何根據本協議的規定、且基於您的收入或任何向您支付或來源於您的費用或報酬而產生的任何個人所得稅或其他稅費。

- (k) **Electronic Communications.** You consent to receive communications from us electronically or as otherwise permitted under the Privacy Policy, which may be updated from time to time, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

**電子通訊。**您同意通過電子方式或隱私權政策（該政策得隨時更新）所准許的其他方式接收我們的通訊資訊；您特此同意，我們通過電子方式提供給您的所有協議、通知、揭露和其它通訊資訊皆滿足任何涉及書面通訊的法律要求。

- (l) This Agreement is written in both Chinese and English. Both language versions are equally authentic. In the event of any discrepancy between the two versions, the Chinese version shall prevail.

本協議以中英文書寫，兩種文本具有同等效力。如中英文本之間存在差異，以中文文本為準。

- (m) This Agreement is executed in two originals and you and the Company each will have one original. This Agreement will be effective upon the signature or chopping of the Parties.

本協議一式兩份，您與公司雙方各持一份。經雙方簽字蓋章後生效。

[Signature Page Follows]

[以下為簽字頁]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Commencement Date.

雙方已於生效日簽署本協議，以昭信守。

WorldQuant Research (Taiwan), LLC  
美商世坤研究股份有限公司台灣分公司

By: \_\_\_\_\_

簽字人：吳謙

Name: Chien Wu

姓名：吳謙

Title: Research General Manager

職位：研究總經理

Address: 19F., No.1, Songgao Road, Xinyi District, Taipei 11073 Taiwan

地址：台北市信義區松高路 1 號 19 樓

Consultant

顧問

Signature: \_\_\_\_\_

簽字人：

Print Name: \_\_\_\_\_

列印姓名：

Address: \_\_\_\_\_

地址：\_\_\_\_\_

ID/Passport Number: \_\_\_\_\_

身份證/護照號碼：





## Annex A

### 附件 A

Your Consulting Fee shall consist of monthly compensation (“**Base Consulting Fee**”) and a quarterly payment (“**Quarterly Payment**”) based on submitted alphas. Below is the methodology for determining the Consulting Fee, as of the Commencement Date. This methodology is subject to change in the sole discretion of the Company upon notice to you, which can be sent to you to the email address registered on <https://platform.worldquantbrain.com> under your personal account.

您的諮詢費應包括按月支付之報酬（「**基本諮詢費**」）及以提交之阿爾法（alpha）為計算基準之季付款（「**季付款**」）。以下為諮詢費的計算方法，生效日期。公司有權自行決定修改該計算方法，修改的內容將在通知您後生效，並且可透過在網站 <https://platform.worldquantbrain.com> 上您個人帳戶註冊的電子郵件地址寄送給您。

The monthly Base Consulting Fee is variable and dependent on your performance and productivity which is influenced in part by the number of alphas and the quality of alphas being submitted by you. Every consultant is expected to submit a minimum number of alphas per month to get the Base Consulting Fee.

每月基本諮詢費會視您的表現及產能而變動，而您的表現及產能則部份受到您提交之阿爾法數量和阿爾法品質所影響。每位顧問每個月皆應提交最低數量的阿爾法才能領取基本諮詢費。

The methodology used for calculation of the monthly Base Consulting Fee can be viewed at <https://platform.worldquantbrain.com/profile/agreements/>

可至網站 <https://platform.worldquantbrain.com/profile/agreements/> 查詢計算每月基本諮詢費所使用的方法。

Your Base Consulting Fee is to be paid in installments every month. In addition, you may provide additional services under this Agreement (for the fees preliminarily agreed with you) which may be requested by the Company.

您的基本諮詢費將以分期付款的方式每月向您發放。此外，您可按公司所要求（以您初步同意之費用）依本協議約定而提供額外服務。

In addition, in respect of each calendar quarter<sup>2</sup> after the date set forth above during your continued engagement hereunder, you may be eligible to receive a Quarterly Payment, payable in the following

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<sup>2</sup> For purposes of clarification, a “calendar quarter” refers to each of the following periods during a calendar year: (a) January 1 – March 31; (b) April 1 – June 30; (c) July 1 – September 30; and (d) October 1 – December 31.

calendar quarter. The Quarterly Payment is also variable and dependent on your performance and productivity, which is influenced in part by the number of alphas and the quality of alphas being submitted by you. To be eligible to receive the Quarterly Payment in respect of a given calendar quarter, you must submit at least one (1) alpha on a minimum of twenty (20) days during the given calendar quarter; provided that such alphas were not subsequently decommissioned during such given calendar quarter. The Quarterly Payment will be determined by a function, calculated in the Company's sole discretion, based on the *product* of (i) the average Value Factor<sup>3</sup>, calculated solely in respect of the given calendar quarter with respect to alphas submitted during such given calendar quarter, *times* (ii) the aggregate net weight calculated solely in respect of the given calendar quarter with respect to all alphas submitted during your continued engagement hereunder. For the avoidance of doubt, (A) any alphas submitted before the given calendar quarter will not count for purposes of the Value Factor calculation in subclause (i) of the immediately preceding sentence and (B) any aggregate net weight calculated in respect of a calendar quarter before the given calendar quarter with respect to your alphas will not count for purposes of the aggregate net weight calculation in subclause (ii) of the immediately preceding sentence.

此外，前述日期後的每個日曆季度，於您依本協議工作期間，您皆可能有資格獲得季付款，此季付款將於下一個日曆季度支付給您。季付款可能依您的表現及生產力調整，此部分取決於您提交之阿爾法數量及質量。您必須於特定季度中至少 20 日提交至少 1 個阿爾法，且提交之阿爾法並未於該季度結束前退役，才能獲得該季度之季付款資格。季付款將由一個公司自行裁量決定之函數所確定，此函數係依據以下乘積所計算而來：(i)僅就特定日曆季度內提交之阿爾法計算出之平均價值係數，乘以(ii)於您繼續工作期間特定日曆季度中提交之全部阿爾法總淨重。為免疑義，(A)於計算前開(i)之平均價值係數時，不計入任何於特定計度開始前提交之阿爾法；及(B)您提交之阿爾法於特定日曆計度開始前之日曆計度所計算之總淨重，將不會計入前開(ii)所述總淨重之計算。

The determination of the authorship of alphas, and the utilization of alphas by any strategies, shall be determined by the Company in its sole discretion.

阿爾法的作者權，以及任何策略對 alpha 的使用，將由公司全權自行決定。

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為免疑義，「日曆季度」係指於一個日曆年中下列各期間：(a)1 月 1 日至 3 月 31 日；(b)4 月 1 日至 6 月 30 日；(c)7 月 1 日至 9 月 30 日；及(d)10 月 1 日至 12 月 31 日。

<sup>3</sup> The "Value Factor" captures the effect of recent alpha submissions on the performance of a combination of your alphas taking into account three particular elements: (a) the alpha's individual performance, (b) the diversity of recent alpha submissions, and (c) the uniqueness of submissions as compared to your past submissions and those of other consultants.

「價值係數」反映最近提交之阿爾法對您的阿爾法組合表現之影響，其同時考量三個特定因素：(a)阿爾法之個別表現、(b)最近提交之阿爾法的多樣性、以及(c)您過去提交之阿爾法與其他顧問所提交者相比下的獨特性。

The Quarterly Payment calculation shall be made at the end of each calendar quarter with respect to such calendar quarter so long as you have submitted at least one alpha on a minimum of twenty days of such calendar quarter as set forth above. The Quarterly Payment (if any) shall be paid during the calendar quarter immediately following the calendar quarter in which such amounts are earned with respect to such calendar quarter.

凡您依前開規定，於特定季度中至少 20 日提交至少 1 個阿爾法時，該日曆計度之季付款的計算將在該日曆季度末進行。季付款（如有）將在產生季付款當季之次一日曆季度中支付。

For the avoidance of doubt, and notwithstanding anything herein to the contrary, no portion of the Consulting Fee shall be payable to you until such time as your background check has been completed and approved by the Company in its sole discretion.

為免疑義，您將不會於背景調查完成並由本公司全權核准前，收到任何諮詢費，此不因本協議有任何相反之規定而有不同。