

**SURVIVAL.** The provisions of the Definitions Section, Proprietary Rights in the Market Data Section, 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 Agreement.

**INDEMNIFICATION.** Subscriber will indemnify, defend and hold the Distributor and Exchange, and its respective affiliates, directors, officers, employees and agents harmless from and against any and all claims arising out of or in connection with this Agreement, including, without limitation, and liability, loss or damages (including, without limitation, attorneys' fees and other expenses) caused by any inaccuracy in or omission from, Subscriber's failure to furnish or to keep, or Subscriber's delay in furnishing or keeping, any report or record required to be kept by Subscriber hereunder.

MISCELLANEOUS. Any action arising out of this Agreement shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of Thailand. Subscriber may not assign all or any part of this Agreement without the prior written consent of the Distributor. Subscriber may not modify or amend the terms of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and any other agreement relating to Subscriber's receipt and use of Market Data, the terms and conditions of this Agreement will prevail. If, for any or more provisions of this Agreement is held invalid, the other provisions of the Agreement shall remain in full force and effect. The Parties submit to the exclusive jurisdiction of Thailand.

The Distributor and Subscriber acknowledge and agree that CME is an intended third party beneficiary to this Agreement, and that CME may enforce all of the terms hereunder.

**IN WITNESS WHEREOF,** each of the parties hereto has caused this Agreement to be duly executed in tis name and on its behalf by the officer or representative duly authorized.

DISTRIBUTOR	SUBSCRIBER
AUTHORISED SIGNATURE	AUTHORISED SIGNATURE
Print Name	Print Name
Date (dd/mm/yyyy)	Date (dd/mm/yyyy)

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