AGREEMENT FOR MARKET DATA

DISPLAY SERVICES

(Nonprofessional Subscriber Status)

行情数据展示服务协议 (非专业用户身份)

_____[NAME OF VENDOR/BROKER DEALER] ("Vendor")
agrees to make "Market Data" available to you pursuant to the terms and conditions set forth in
this agreement. By executing this Agreement in the space indicated below, you ("Subscriber")
agree to comply with those terms and conditions. Section 1 sets forth terms and conditions of
general applicability. Section 2 applies insofar as Subscriber receives and uses Market Data
made available pursuant to this Agreement as a Nonprofessional Subscriber.

SECTION 1: TERMS AND CONDITIONS OF GENERAL APPLICABILITY

第 1 章:一般使用的条款和条件

1. MARKET DATA DEFINITION – For all purposes of this Agreement, "Market Data"
means (a) last sale information and quotation information relating to securities that are
admitted to dealings on the New York Stock Exchange ("NYSE*"), (b) such bond and other
equity last sale and quotation information, and such index and other market information, as
United States-registered national securities exchanges and national securities associations
(each, an "Authorizing SRO") may make available and as the NYSE* may from time to time
designate as "Market Data"; and (c) all information that derives from any such information.

1. 行情数据的定义— 就本协议而言，"行情数据"指(a)与获准在纽约证券交易所("纽交
所") 进行交易的证券的最新出售信息和报价信息;(b)由美国注册的各个全国性证券交
易所和全国 性证券协会(各称为"授权自律监管组织")提供且可由纽交易所不时指定为
"行情数据"的债 券和其他普通股的最新销售和报价信息以及指数和其他市场信息;以及
(c)源自任何此等信息的 所有信息

2. PROPRIETARY NATURE OF DATA – Subscriber understands and acknowledges that
each Authorizing SRO and Other Data Disseminator has a proprietary interest in the Market
Data that originates on or derives from it or its market(s).

2. 数据的所有权性质 - 用户了解并承认，每一授权自律监管组织及其他数据发布者拥
有源自其 本身或其市场或由其本身或其市场衍生出来的行情数据的所有权益。

3. ENFORCEMENT – Subscriber understands and acknowledges that (a) the Authorizing
SROs are third-party beneficiaries under this Agreement and (b) the Authorizing SROs or

_____("供应商")同意根据本协议所列之条款和条件为您提供"行情数据"。您("用
户")在下文空格内签署本协议，即表示您同意遵守这些条款和条件。第 1 章载明一般

适用 的条款和条件。第 2 章适用于作为非专业用户根据本协议获取并使用所提供的行情数据的情 况。

their authorized representative(s) may enforce this Agreement, by legal proceedings or otherwise, against Subscriber or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates. Subscriber shall pay the reasonable attorney's fees that any Authorizing SRO incurs in enforcing this Agreement against Subscriber.

3.协议的执行 - 用户了解并承认:(a)授权自律监管组织是本协议项下的第三方受益人;且(b) 授权自律监管组织或其授权代表可通过法律程序或其他方式要求用户或获得本协议项下行情数 据的任何人执行本协议，除非本协议另行规定。任何授权自律监管组织针对用户强制执行本协议 时所造成的合理律师费，应由用户支付。

4. DATA NOT GUARANTEED – Subscriber understands that no Authorizing SRO, no other entity whose information is made available over the Authorizing SROs' facilities (an "Other Data Disseminator") and no information processor that assists any Authorizing SRO or Other Data Disseminator in making Market Data available (collectively, the "Disseminating Parties") guarantees the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any Disseminating Party. Neither Subscriber nor any other person shall hold any Disseminating Party liable in any way for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non performance or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any Disseminating Party, to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of any Disseminating Party.

4.数据不获保证 - 用户了解，任何授权自律监管组织 、任何其他通过授权自律监管组织的设备 提供信息的实体(一家"其他数据发布者")以及任何帮助任何授权自律监管组织或其他数据发 布者提供行情数据的信息处理商(统称为"发布方")均不保证行情数据或任何发布方所发布的 其他市场消息或信息的及时性、有序性、准确性或完整性。用户或任何其他个人均不得以任何方 式要求任何发布方就以下各项承担任何责任:(a)(i)任何数据、信息或消息;(ii)或传送或 交付造成任何数据、信息或消息不准确、错误、延迟或遗漏;或(b)因为任何"不可抗力"(例 如，洪水、极端天气条件、地震或其他自然灾害、火灾、战争、暴动、暴乱、劳工纠纷、事故、 政府行为、通讯或电力故障、设备和软件失灵)或因超出任何发布方合理控制的任何其他原因造 成(i)任何数据、信息或消息的不准确、错误、延迟或遗漏;(ii)未履行;(iii)中断。

5. PERMITTED USE – Subscriber shall not furnish Market Data to any other person or entity. If Subscriber receives Market Data other than as a Nonprofessional Subscriber, it shall use Market Data only for its individual use in its business.

5.允许用途 - 用户不得向任何其他个人或实体提供行情数据。如果用户不是作为非专业用户接收 行情数据，用户应仅将行情数据用于个人业务使用。

6. DISSEMINATION DISCONTINUANCE OR MODIFICATION –

Subscriber understands and acknowledges that, at any time, the Authorizing SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages that may arise therefrom.

6.发布中止或修改 - 用户了解并承认，授权自律监管组织任何时候可中止发布任何类别行情数 据、改变或取消任何传送方式以及改变传送速度或其他信号特征。授权自律监管组织不对因此产 生的任何责任、损失或损害承担任何责任。

7. DURATION; SURVIVAL – This Agreement remains in effect for so long as Subscriber has the ability to receive Market Data as contemplated by this Agreement. In addition, Vendor may terminate this Agreement at any time, whether at the direction of the Authorizing SROs or otherwise. Paragraphs 2, 3 and 4, and the first two sentences of Paragraph 8, survive any termination of this Agreement.

7.有效期;续存期 - 只要用户能按照本协议规定获得行情数据，本协议继续有效。此外，无论是 否经授权自律监管组织指示，供应商可在任何时候终止本协议。即使本协议终止，第 2、3 和 4 条以及第 8 条前两句继续有效。

8. MISCELLANEOUS – The laws of the State of New York shall govern this Agreement and it shall be interpreted in accordance with those laws. This Agreement is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act. This writing contains the entire agreement between the parties in respect of its subject matter. Subscriber may not assign all or any part of this Agreement to any other person. The person executing this Agreement below represents and warrants that he or she has legal capacity to contract and, if that person is executing this Agreement on behalf of a proprietorship or a business, partnership or other organization, represents and warrants that he or she has actual authority to bind the organization.

8.其他条款 - 本协议受纽约州法律管辖且应依据纽约州法律解释。本协议应遵守《1934 年证券 交易法》和依据该法颁布的规则以及依据该法律签订的联合产业计 划。本书面文件包含双方就主 要合作事项所达成的全部协议。用户不得将本协议全部或其任何部分转让给任何其他人。在下方 签署本协议的人声明并保证，其具有缔结合约的法定能力，且如果该个人代表独资企业、企业、 合伙企业或其他组织同意本协议，则该个人声明并保证，该个人享有约束该组织的实际权力。

ACCEPTED AND AGREED: I, the "Subscriber" to which the preceding terms and conditions refer, acknowledge that I have read the preceding terms and conditions of this

Section 1, that I understand them and that I hereby manifest my assent to, and my agreement to comply with, those terms and conditions by "clicking" on the following box:

【 Confirm 】

接受并同意:本人是上述条款和条件中所指的"用户",特此承认本人已经阅读并了解第 1 章的 上述条款和条件,且本人特此表示,点击下方方框即表示本人同意遵守上述条款和条件:

【 确定 】

SECTION 2: NONPROFESSIONAL SUBSCRIBER

第 2 章:非专业用户

9. NONPROFESSIONAL SUBSCRIBER DEFINITION -"Nonprofessional Subscriber" means any natural person who receives market data solely for his/her personal, non business use and who is not a "Securities Professional." A "Securities Professional" includes an individual who, if working in the United States, is:

(a) registered or qualified with the Securities and Exchange Commission (the "SEC"), the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association.

(b) engaged as an "investment advisor" as that term is defined in Section 202 (a) (11) of the Investment Advisor's Act of 1940 (whether or not registered or qualified under that Act), or (c) employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require him or her to

be so registered or qualified if he or she were to perform such functions for an organization not so exempt. A person who works outside of the United States will be considered a "Securities Professional" if he or she performs the same functions as someone who would be considered a "Securities Professional" in the United States. Subscriber may not receive Market Data as a "Nonprofessional Subscriber" unless the vendor providing that data to Subscriber first determines that the individual falls within Paragraph 9's definition of "Nonprofessional Subscriber."

9.非专业用户的定义—"非专业用户"指仅为其个人、非商业用途而接收行情数据的自然人, 且不是"证券专业人士"。"证券专业人员"包括在美国工作的以下人员:
(a) 在美国证券交易委员会("SEC")、商品期货贸易委员会和任何州证券代理机构、任何证 券交易所或协会或任何商品或期货合约市场或协会登记或具有上述机构或组织的会员资格。 (b) 按照《1940 年投资顾问法》第 202(11)(a)条的定义担任"投资顾问"(无论是否依据 该法律登记或具备该法定义的投资顾问资格);或

(c) 受雇于享有联邦和/或州证券法登记豁免权的银行或其他组织，履行其若受雇于无相关豁免权 的组织中履行此等职能时需要其进行登记或具有资格的职能。在美国以外工作的人，如果他或她 的职能与在美国被视为"证券专业人士"的人相同，将被视为"证券专业人士"。其不得作为"非 专业用户"接收行情数据，除非向用户提供数据的供应商首先确定该用户属于第 9 条对"非专业 用户"的定义。

10. PERMITTED RECEIPT - Subscriber may not receive Market Data from Vendor, and Vendor may not provide Market Data to Subscriber, on a "Nonprofessional Subscriber" basis unless Vendor first properly determines that Subscriber qualifies as a "Nonprofessional Subscriber" as defined in Paragraph 9 and Subscriber in fact qualifies as a "Nonprofessional Subscriber." In determining whether a Subscriber qualifies as a "Nonprofessional Subscriber," Vendor shall consider whether Subscriber would answer "No" to the following questions:

(a) Do you receive Market Data for any reason other than your personal, non
business use?
(b) Are you currently registered or qualified with the SEC or the CFTC?
(c) Are you currently registered or qualified with any securities agency, any securities exchange, association or regulatory body, or any commodities or futures contract market, association or regulatory body, in the United States or elsewhere?

(d) Whether you are located within or outside of the United States, do you perform any functions that are similar to those that require an individual to register or qualify with the SEC, the CFTC, any other securities agency or regulatory body, any securities exchange or association, or any commodities or futures contract market, association or regulatory body?
(e) Are you engaged to provide investment advice to any individual or entity?
(f) Are you engaged as an asset manager?
(g) Do you use the capital of any other individual or entity in the conduct of your trading?
(h) Do you conduct trading for the benefit of a corporation, partnership, or other entity?
(i) Have you entered into any agreement to share the profit of your trading activities or receive compensation for your trading activities?
(j) Are you receiving office space, and equipment or other benefits in exchange for your trading or work as a financial consultant to any person, firm or business entity?

10.允许用途 – 即便作为"非专业用户"，用户也可能不接收来自供应商的行情数据，或供应商可能不为用户提供行情数据，除非供应商首先正确地确定该用户有资格作为第 9 条中定义的"非专业用户"，并且该用户实际上也有资格被认定为"非专业用户"。 在

确定用户是否符合"非专业用户"时，供应商须考虑用户对下列问题的回答是否为"否"：
(a) 您是否除了个人或非商业用途外，还有其他原因接收行情数据？

2. (b) 您目前是否在美国证券交易委员会或商品期货交易委员会注册或取得资格？

3. (c) 您目前是否在美国或其他地方的任何证券机构、证券交易所、协会或监管机构、

商品或期货合约市场、协会或监管机构注册或获得资格？

4. (d) 无论您是在美国本土或美国境外，您执行的任何职能，是否类似于那些需要在

美国证券交易委员会、商品期货交易委员会、任何其他证券机构或监管机构、任何证券交易所或协会，或任何商品或期货合同市场、协会或监管机构登记或取得资格？

5. (e) 您是否受聘为任何个人或机构提供投资建议？
6. (f) 您是否被聘为资产管理人？
7. (g) 您是否使用其他个人或实体的资金进行交易？
8. (h) 您是否为了公司、合伙企业或其他实体的利益而进行交易？
9. (i) 您是否已订立任何协议，以分享您交易活动的利润或就您的交易活动获得报酬？

(j) 您是否因与任何个人、公司或商业实体进行交易或担任财务顾问而获得办公空间、设备或其他利益？

11. PERMITTED USE – If Subscriber is a Nonprofessional Subscriber, he or she shall receive Market Data solely for his or her personal, non-business use.

11.允许用途 - 如果用户是一名非专业用户，其所获得的行情数据仅供其个人使用，不得用于商 业用途。

12. PERSONAL AND EMPLOYMENT DATA – As a prerequisite to qualifying as a "Nonprofessional Subscriber", Subscriber shall provide the following information:
Subscriber's name and address:
Subscriber's occupations (list all occupations – including homemaker, student, retiree, etc.):

Name(s) and address(es) of Subscriber's employer(s):
Subscriber's title(s) and/or position(s):
Subscriber's employment functions (description):
Subscriber shall notify Vendor promptly in writing of any change in his or her circumstances that may cause him or her to cease to qualify as a Nonprofessional Subscriber or that may change his or her response to any of the preceding questions.

12.个人和就业数据 - "非专业用户"资格的首要条件是用户应提供以下信息:

用户姓名及地址: 用户职业(列出所有职业-包括家庭主妇、学生、退休人员等): 用户雇主的名称及地址:
用户的头衔和/或职位:
用户的工作职能(描述):

如果用户状况发生任何变化,造成其不再具有非专业用户资格,或可能改变其对上述任何问 题的回答,用户应立即以书面形式通知供应商。

13. CERTIFICATION – By executing this Agreement, Subscriber hereby certifies that he or she falls within Paragraph 9's definition of "Nonprofessional Subscriber" and that the personal and employment information that he or she has included in Paragraph 12 is truthful and accurate.

ACCEPTED AND AGREED: I, the "Subscriber" to which the preceding terms
and conditions refer, acknowledge that I have read the preceding terms and conditions of this

13.确认 – 通过签署本协议,用户特此证明,其符合第 9 条"非专业用户"定义描述,且 其在第 12 条中所提供的用户个人信息和就业信息均真实无误。

Section 2, that I understand them, that I answer "No" to the questions set forth in Section 10, and that I hereby manifest my assent to, and my agreement to comply with, those terms and conditions by "clicking" on the following box:

【 Confirm 】

【 确认 】

* **NYSE is the administrator for NYSE Prop, CTA, and GIF products**
* 纽交所是 NYSE Prop,、统一证券行情协会 CTA 和全球指数报送 GIF 产品的管理者。

注意:本协议以英文及中文书就,如中文及英文版本之间存在差异,则以英文版本为准。

接受并同意:本人是上述条款和条件中所指的"用户"，本人特此承认已经阅读并了解第 2 章的上述条款和条件，本人对第 10 条中提出的问题的回答是"否"，且本人在此表示，点 击下方方框即表示本人同意遵守上述条款和条件: