

AGREEMENT FOR MARKET DATA

DISPLAY SERVICES

(Nonprofessional Subscriber Status)

行情數據展示服務協議 (非專業用戶身份)

_____ [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:一般使用的條款和條件

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. 行情數據的定義— 就本協議而言,“行情數據”指(a)與獲准在紐約證券交易所(“紐交所”)進行交易的證券的最新出售資訊和報價資訊;(b)由美國註冊的各個全國性證券交易所和全國性證券協會(各稱為“授權自律監管組織”)提供且可由紐交所不時指定為“行情數據”的債券和其他普通股的最新銷售和報價資訊以及指數和其他市場資訊;以及(c)源自任何此等資訊的所有資訊

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. 數據的所有權性質 - 用戶瞭解並承認,每一授權自律監管組織及其他數據發佈者擁有源自其本身或其市場或由其本身或其市場衍生出來的行情數據的所有權益。

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

_____ (“供應商”)同意根據本協議所列之條款和條件為您提供“行情數據”。您(“用戶”)在下文空格內簽署本協議,即表示您同意遵守這些條款和條件。第 1 章載明一般

適用 的條款和條件。第 2 章適用於作為非專業用戶根據本協議獲取並使用所提供的行情數據的情況。

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.協議的執行 - 用戶瞭解並承認:(a)授權自律監管組織是本協議項下的第三方受益人;且(b) 授權自律監管組織或其授權代表可通過法律程式或其他方式要求用戶或獲得本協議項下行情數據的任何人執行本協議,除非本協議另行規定。任何授權自律監管組織針對用戶強制執行本協議時所造成的合理律師費,應由用戶支付。

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.數據不獲保證 - 用戶瞭解,任何授權自律監管組織、任何其他通過授權自律監管組織的設備提供資訊的實體(一家“其他數據發佈者”)以及任何幫助任何授權自律監管組織或其他數據發布者提供行情數據的資訊處理商(統稱為“發佈方”)均不保證行情數據或任何發佈方所發佈的其他市場消息或資訊的及時性、有序性、準確性或完整性。用戶或任何其他個人均不得以任何方式要求任何發佈方就以下各項承擔任何責任:(a)(i)任何數據、資訊或消息;(ii)或傳送或交付造成任何數據、資訊或消息不準確、錯誤、延遲或遺漏;或(b)因為任何“不可抗力”(例如,洪水、極端天氣條件、地震或其他自然災害、火災、戰爭、暴動、暴亂、勞工糾紛、事故、政府行為、通訊或電力故障、設備和軟體失靈)或因超出任何發佈方合理控制的任何其他原因造成(i)任何數據、資訊或消息的不準確、錯誤、延遲或遺漏;(ii)未履行;(iii)中斷。

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.允許用途 - 用戶不得向任何其他個人或實體提供行情數據。如果用戶不是作為非專業用戶接收行情數據，用戶應僅將行情數據用於個人業務使用。

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.發佈中止或修改 - 用戶瞭解並承認，授權自律監管組織任何時候可中止發佈任何類別行情數據、改變或取消任何傳送方式以及改變傳送速度或其他信號特徵。授權自律監管組織不對因此產生的任何責任、損失或損害承擔任何責任。

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;續存期 - 只要用戶能按照本協議規定獲得行情數據，本協議繼續有效。此外，無論是 否經授權自律監管組織指示，供應商可在任何時候終止本協議。即使本協議終止，第 2、3 和 4 條以及第 8 條前兩句繼續有效。

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.其他條款 - 本協議受紐約州法律管轄且應依據紐約州法律解釋。本協議應遵守《1934 年證券 交易法》和依據該法頒佈的規則以及依據該法律簽訂的聯合產業計畫。本書面檔包含雙方就主要合作事項所達成的全部協議。用戶不得將本協議全部或其任何部分轉讓給任何其他人。在下方 簽署本協議的人聲明並保證，其具有締結合約的法定能力，且如果該個人代表獨資企業、企業、 合夥企業或其他組織同意本協議，則該個人聲明並保證，該個人享有約束該組織的實際權力。

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 】

接受並同意:本人是上述條款和條件中所指的“用戶”，特此承認本人已經閱讀並瞭解第 1 章的 上述條款和條件，且本人特此表示，點擊下方方框即表示本人同意遵守上述條款和條件:

【 確定 】

SECTION 2: NONPROFESSIONAL SUBSCRIBER

第 2 章:非專業用戶

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.非專業用戶的定義—“非專業用戶”指僅為其個人、非商業用途而接收行情數據的自然人，且不是“證券專業人士”。“證券專業人員”包括在美國工作的以下人員:

(a) 在美國證券交易委員會("SEC")、商品期貨貿易委員會和任何州證券代理機構、任何證券交易所或協會或任何商品或期貨合約市場或協會登記或具有上述機構或組織的

會員資格。(b) 按照《1940 年投資顧問法》第 202(11)(a)條的定義擔任“投資顧問”(無論是否依據 該法律登記或具備該法定義的投資顧問資格);或

(c) 受雇於享有聯邦和/或州證券法登記豁免權的銀行或其他組織，履行其若受雇於無相關豁免權 的組織中履行此等職能時需要其進行登記或具有資格的職能。在美國以外工作的人，如果他或她 的職能與在美國被視為“證券專業人士”的人相同，將被視為“證券專業人士”。其不得作為“非 專業用戶”接收行情數據，除非向用戶提供數據的供應商首先確定該用戶屬於第 9 條對“非專業 用戶”的定義。

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. 允許用途 - 即便作為“非專業用戶”，用戶也可能不接收來自供應商的行情數據，或供應商可能不為用戶提供行情數據，除非供應商首先正確地確定該用戶有資格作為第 9 條中定義的“非專業用戶”，並且該用戶實際上也有資格被認定為“非專業用戶”。在確定用戶是否符合“非專業用戶”時，供應商須考慮用戶對下列問題的回答是否為“否”：

(a) 您是否除了個人或非商業用途外，還有其他原因接收行情數據？

2. (b) 您目前是否在美國證券交易委員會或商品期貨交易委員會註冊或取得資格？

3. (c) 您目前是否在美國或其他地方的任何證券機構、證券交易所、協會或監管機構、

商品或期貨合約市場、協會或監管機構註冊或獲得資格？

4. (d) 無論您是在美國本土或美國境外，您執行的任何職能，是否類似於那些需要在

美國證券交易委員會、商品期貨交易委員會、任何其他證券機構或監管機構、任何證券交易所或協會，或任何商品或期貨合同市場、協會或監管機構登記或取得資格？

5. (e) 您是否受聘為任何個人或機構提供投資建議？

6. (f) 您是否被聘為資產管理人？

7. (g) 您是否使用其他個人或實體的資金進行交易？

8. (h) 您是否為了公司、合夥企業或其他實體的利益而進行交易？

9. (i) 您是否已訂立任何協議，以分享您交易活動的利潤或就您的交易活動獲得報酬？

(j) 您是否因與任何個人、公司或商業實體進行交易或擔任財務顧問而獲得辦公空間、設備或其他利益？

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. 允許用途 - 如果用戶是一名非專業用戶，其所獲得的行情數據僅供其個人使用，不得用於商業用途。

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.個人和就業數據 - “非專業用戶”資格的首要條件是用戶應提供以下資訊:

用戶姓名及地址: 用戶職業(列出所有職業-包括家庭主婦、學生、退休人員等): 用戶雇主的名稱及地址:

用戶的頭銜和/或職位:

用戶的工作職能(描述):

如果用戶狀況發生任何變化, 造成其不再具有非專業用戶資格, 或可能改變其對上述任何問題的回答, 用戶應立即以書面形式通知供應商。

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.確認 - 通過簽署本協議, 用戶特此證明, 其符合第 9 條“非專業用戶”定義描述, 且 其在第 12 條中所提供的用戶個人資訊和就業資訊均真實無誤。

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**

* 紐交所是 NYSE Prop、統一證券行情協會 CTA 和全球指數報送 GIF 產品的管理者。

注意:本協議以英文及中文書就，如中文及英文版本之間存在差異，則以英文版本為準。

接受並同意:本人是上述條款和條件中所指的“用戶”，本人特此承認已經閱讀並瞭解第 2 章的上述條款和條件，本人對第 10 條中提出的問題的回答是“否”，且本人在此表示，點 擊下方方框即表示本人同意遵守上述條款和條件: