

訂閱者附加協議

本附加協議由 直達國際金融服務有限公司 ("經銷商") 和 _____ ("訂閱者") ("訂閱者附加協議") 之間簽訂。經銷商和訂閱者各自為一方，合稱為"各方"。

1. 背景

- (A) 經銷商已與芝加哥商品交易所 (或其繼任者或受讓方) ("CME") 簽訂協議，根據該協議，CME 集團已授予經銷商 (可能包括 CME 授權的經銷商關聯公司 (統稱為"經銷商集團")) 接收 CME 授權的某些市場資料和其他金融資訊 ("CME 授權資訊")，並將其轉發給訂閱者和訂閱者的某些關聯公司 (根據經銷商和訂閱者的協議) ("訂閱者集團")。
- (B) 經銷商和訂閱者已經簽訂了一項協議，根據該協議，經銷商集團將向訂閱者集團提供 CME 授權資訊，並可能在同一協議下，包括從其他交易所再許可的其他市場資料 ("分銷協議")。
- (C) 本訂閱者附加協議是分銷協議的附加協議，規定了訂閱者集團可以接收和訪問 CME 授權資訊的其他條款和條件，但不適用於在分銷協議下代表 CME 以外的任何其他交易所再許可給訂閱者集團的任何其他市場資料。

現在，鑒於雙方在此所列互相約定和協議，並對其他良好和有價值的對價表示接受和滿足，雙方達成以下協議。

2. 定義

以下定義僅適用於本訂閱者附加協議中規定的術語，並不為修改分銷協議的其他目的。除非另有規定，本訂閱者附加協議中使用的所有其他首字母大寫的術語與分銷協議中定義的含義相同。

關聯公司：與一方控制、被一方控制或與一方共同受控的實體。控制意味著至少擁有、或直接或間接地控制持有所有表決股份至少 50% (或其他有表決權的證券或權益)，用於選舉董事或其他管理機構。

自動交易系統：由經銷商操作的任何無需或僅需要很少人為操作即可生成和/或發送訂單的系統或軟體。

基準信息：CME 根據資訊政策指定的 CME 授權資訊。

CME 集團：CME 及其關聯公司。

CME 授權資訊產品：CME 授權資訊的某些指定形式，按照資訊產品費用表中指定的方式分組為數據產品。

機密資訊：各方在與本訂閱者附加協議相關的披露中披露的所有資訊，由於其性質和披露方式，應合理視為機密，包括但不限於 CME 授權資訊。

日：一個日曆日。

設備：任何具有訪問、接收、處理或顯示 CME 授權資訊的能力的顯示單元（固定或可攜式），無論全部還是部分，通過服務進行。CME 保留確定何為設備的唯一權利。

經銷商集團：經銷商及其關聯公司。

期貨及期貨選擇資訊：源自指定交易市場（DCM）的 CME 許可資訊，如《商品交易法》（1936 年經修訂和更新）或任何其他相當立法中定義。此類 DCM 包括但不限於 CME，NYMEX，COMEX，CBOT 和 DME，DCM。

資訊政策：適用於 CME 許可資訊的政策，如 CME 網站上所列出的（當前位於 www.cmegroup.com/informationpolicies），可能會隨時進行修訂。

資訊產品費用表：經銷商向訂閱者發行的文件，描述經銷商代表 CME 許可的 CME 許可資訊及其相應的費用。

內部控制：電子系統（包括軟體和硬體），網路配置，規則，程式和政策，共同滿足 CME 的要求：(i) 確定訪問 CME 許可資訊的能力；(ii) 使用定義的計數單元訪問 CME 許可資訊；(iii) 防止任何未經授權訪問 CME 許可資訊；(iv) 保留上述事項的可審計記錄。

知識產權：專利，商標，服務標誌，商號，域名，版權，拓撲權，資料庫權，設計權，商業秘密和其他知識產權，專有或道德權利，無論是否註冊，包括所有申請和申請註冊的權利以及在世界範圍內的所有類似或相當權利。

管理使用者非顯示：CME 授權的一項服務，通過該服務，訂閱者作為個人自然人可以以非顯示方式使用 CME 許可資訊。

非顯示使用：在除了為了顯示或分發 CME 許可資訊而顯示之外的任何系統、過程、程式、機器或計算中不可見使用 CME 許可資訊。此類使用可能包括但不限於 P&L 計算、投資組合估值、訂單處理、在自動化交易系統和自動化訂單路由中使用。

人：指任何自然人、所有權、公司、合夥企業、有限責任公司或其他組織。

個人資料：與已識別或可識別的自然人相關的任何資訊。

隱私中心：CME 網站上的 CME Group Inc. 隱私中心（當前位於 <http://www.cmegroup.com/privacy-policy.html>），可能會不時進行修訂。

服務：通過經銷商或經銷商集團實體提供的任何媒介，通過該媒介 CME 許可資訊可供使用。

計數單位：用於費用評估和報告的計量單位。除非 CME 另行通知，設備是 CME 許可資訊的預設計數單位。如果設備配置為訪問多個服務，則每個在該設備上訪問服務的能力將作為一個計數單位，例如，運行三（3）個服務的筆記型電腦將被計為三個（3）個設備。

除非上下文另有要求：

- 包含單數的詞將包括複數，反之亦然；
- 涉及任何性別的詞將包括其他性別，反之亦然；
- 對“包括”一詞的引用將意味著“包括但不限於”或“包括但不僅限於”；
- 使用的標題僅供參考，不影響對本訂閱者補充協議的解釋。

3. 訂閱者補充協議期限

3.1 本訂閱者補充協議自經銷商首次向訂閱者集團實體提供 CME 許可資訊之日起生效，並將持續有效，直至根據本協議的規定終止（“訂閱者補充協議期限”）。

4. 訂閱者集團接收 CME 許可資訊

4.1 在訂閱者補充協議的期限內，訂閱者集團有權根據本訂閱者補充協議的條款和條件通過服務訪問 CME 許可資訊，並在設備上顯示該等 CME 許可資訊，供其自身的內部業務活動使用。

4.2 所有 CME 許可資訊的非顯示使用需與 CME 直接訂立授權合約。

5. 內部控制

5.1 訂閱者保證（代表自身和訂閱者集團的其他成員），在訂閱者補充協議期限內，訂閱者集團將始終按照 CME 的資訊政策，使用 CME 的計數單位，建立並維護有效的內部控制，並將保留內部控制操作的可審計證據，並始終熟悉此類資訊政策。

6. CME 許可資訊

6.1 訂閱者代表訂閱者集團承認並同意以下事項：

(a) 訂閱者集團不得將 CME 許可資訊重新分發給訂閱者集團外的任何機構。儘管如上所述，如果訂閱者集團內的任何實體希望將 CME 許可資訊分發給訂閱者集團外的機構，則訂閱者必須直接向 CME 尋求許可。如果 CME 批准了這樣的請求（由其全權決定），則每個適用的訂閱者集團實體必須與 CME 直接訂立單獨的授權合約，以獲得分發 CME 許可資訊的權利。

(b) 訂閱者集團不得歪曲 CME 許可資訊，不得損壞或移除隨 CME 許可資訊傳輸的任何商標。

(c) 訂閱者集團不得以任何非法目的訪問或使用 CME 許可資訊，並同意每個訂閱者集團實體只能根據其所在司法管轄區的法律法規訪問或使用 CME 許可資訊。

(d) 訂閱者集團不得將 CME 許可資訊或其任何部分用於創建、分發、結算或維護任何衍生作品（包括但不限於金融產品、指數、報價、現貨價格、曲線、曲面、差價合約(CFDs)）。

和其他杠杆產品、期貨、期貨期權、指示性優化組合價值 (IOPV)、淨資產價值 (NAV) 或基於 CME 許可資訊計算的用於基金管理和投資組合管理服務、風險管理服務或估值服務的分析參考資料或數值)，除非訂閱者集團獲得了 CME 的許可。

(e) CME 和 CME 許可方在 CME 許可資訊以及 CME 傳輸 CME 許可資訊的格式中擁有 CME 許可資訊和 CME 許可資訊的知識產權的所有權和利益。除明確授予的有限許可外，本訂閱者補充協議未明確許可的所有權利均明確保留給 CME 和 CME 許可方，CME 集團實體和其他 CME 許可方的所有權和知識產權不會因本訂閱者補充協議而轉讓、轉讓或以任何方式受影響。訂閱者承諾訂閱者集團不得進行文本和資料採擷，如歐盟指令 2017/790 中所定義的那樣。訂閱者代表訂閱者集團承認 CME 和 CME 許可方在本訂閱者補充協議中保留權利是適當的。

(f) 同意 CME 集團根據隱私中心中描述的方式使用個人資料，並向 CME 集團保證，每個訂閱者集團實體已經從與個人資料相關的個人獲得了有效的同意，或者已經根據所有適用法律的適用法律依據滿足了相關法律要求，以確保 CME 集團能夠按照本訂閱者補充協議所設想的方式和符合適用法律的要求處理個人資料。訂閱者將確保從任何訂閱者集團實體向 CME 集團傳輸個人資料、並傳送至訂閱者提供其個人資料所在國家以外的國家 均符合所有適用法律的要求。

(g) 如果 CME 允許訂閱者集團根據上述第 6.1 (a) 款重新分發 CME 許可資訊，則訂閱者集團不得將 CME 許可資訊分發或允許分發給任何位於由外國資產控制辦公室全面制裁的國家或被美國財政部特別指定國民和被封鎖人員名單識別的實體。

(h) 訂閱者集團不得將基準信息用於除在一個或多個設備上顯示之外的任何其他用途。

(i) 如果訂閱者獲得了 CME 許可資訊的非顯示託管使用者許可 (明確排除基準資訊)，則訂閱者不得在未與 CME 或經銷商訂立單獨授權合約的情況下，將 CME 許可資訊用於任何其他目的 (包括在設備上查看 CME 許可資訊和/或創建衍生作品)。

6.2 訂閱者對訂閱者集團遵守本訂閱者補充協議的條款負責，並確保訂閱者集團遵守本訂閱者補充協議的條款。

7. 訂閱者報告義務

7.1 訂閱者集團將保留能夠訪問 CME 許可資訊的計量單位相關的完整準確的所有帳簿和記錄 (“記錄”)，並保留這些記錄，保存最近五 (5) 年的記錄。

7.2 為免歧義，期貨和期貨期權資訊的預設計量單位始終為設備 (除非 CME 另有通知)。

7.3 除了訂閱者需要向經銷商報告的任何其他計量單位外 (除非訂閱者與 CME 直接達成了其他協議)，訂閱者需要在訂閱者與經銷商 (或直接與 CME，如適用) 之間商定的日期報告每個月訂閱者集團內有能力訪問 CME 許可資訊的最大設備數量。例如，如果 CME 許可資訊包括期貨和期貨期權資訊，如果訂閱者有十 (10) 台設備能夠訪問 CBOT DCM，並且其中五 (5) 台設備還能夠訪問 NYMEX DCM，則訂閱者必須報告 CBOT 的十 (10) 台設備和

NYMEX 的五（5）台設備。

對於 CME 許可資訊的預設計量單位為設備的情況，適用以下規則：

- (a) 訂閱者集團需要報告每個設備的總服務數量，這些設備經由內部控制授權可以訪問 CME 許可資訊，無論實際上這些設備是否訪問了 CME 許可資訊。例如，運行三（3）個服務的筆記型電腦將被報告為三（3）台設備。
- (b) 嚴禁訂閱者集團使用任何“基於使用量”的記錄系統來計算和報告設備。
- (c) 在同一設備用於顯示和非顯示使用的情況下，根據本訂閱者補充協議的條款，訂閱者向經銷商報告此類設備並不免除訂閱者對 CME 直接獲得非顯示使用許可（除非訂閱者直接與經銷商獲得非顯示託管使用者許可）以及其他非顯示使用活動的報告義務。
- (d) 對於允許通過多個設備同時訪問 CME 許可資訊的訪問 ID 的情況，訂閱者必須報告每個訪問 ID 被授權訪問 CME 許可資訊的設備總數，以每個服務為基礎。有關示例，請參閱 CME 市場資料政策教育中心（<https://www.cmegroup.com/market-data/license-data/market-data-policy-education-center.html>）提供的計量單位指南。
- (e) 嚴禁訂閱者集團在沒有 CME 明確書面許可的情況下對設備計量單位進行抵消，無論是在服務之間還是在唯一使用者之間。

7.4 對於未報告的能夠訪問 CME 許可資訊的計量單位，訂閱者將對 CME 和經銷商承擔責任。

8. 審計

8.1 儘管有分銷協議的規定，在訂閱者補充協議期限內及之後不少於二十四（24）個月的期間內，訂閱者必須根據要求提供與內部控制相關的記錄和完整準確的帳簿和記錄，保存最近五（5）年的記錄。經銷商或 CME 或其授權代表（“審計員”）可以檢查設備、軟體和記錄，以驗證對本訂閱者補充協議的合規性。

8.2 審計可以由審計員在訂閱者集團的任何地點，在營業時間內，在訂閱者補充協議期限內和終止後的二十四（24）個月內進行：

- (a) 每年一次，在至少三十（30）天的通知期內進行；和
- (b) 如經銷商或 CME 合理懷疑訂閱者集團的任何實體對訂閱者補充協議存在重大違約行為，則可以在不提前通知的情況下，在任何一年內進行多次。在審計過程中觀察到的所有資訊將根據本訂閱者補充協議的保密條款進行處理，僅用於驗證對本訂閱者補充協議的合規性。CME 或經銷商或其任何代理商在進行審計時將始終遵守訂閱者合理的安全規則和規定。

8.3 訂閱者必須在收到 CME 或經銷商的發票後的三十（30）天內向 CME 和經銷商支付審計

揭示的任何未支付費用，並應按照不超過 每月 1.5%的利率或法律許可的最高利率支付利息。

8.4 如果審計員發現缺乏記錄或內部控制失效，以至於在審計期間無法確定準確的未報告的訪問 CME 許可資訊的數量和適用的費用，或者各方無法達成一致，CME 或經銷商可以委任獨立的專業審計師，以訂閱者獨自承擔費用和開支來確定欠經銷商或 CME 的費用。經銷商或 CME 和訂閱者將接受委任的獨立專業審計師的決定。

8.5 如果審計揭示有未支付的費用，訂閱者將承擔合理的審計費用和開支。

9. 終止

9.1 任何一方都可以單方面終止本訂閱者補充協議或任何許可：

(b) 提前給予三十（30）天書面通知；或

(c) 通過書面通知立即生效，如果：

(i) 另一方被強制或自願清盤，指定接管人，提出清算申請（或被債權人提出這樣的申請）

(ii) 另一方對本訂閱者補充協議的任何條款造成重大且無法彌補的違約行為，其中包括但不限於以下訂閱者的違約行為：對 CME 許可資訊的誤述；未能使用有效的內部控制；未能防止、發現或終止對 CME 許可資訊的未經授權的使用、分發或再分發；或

(iii) 另一方未能在書面通知的三十（30）天內糾正重大違約行為。

9.2 如果經銷商對 CME 許可資訊的再許可權部分或全部被撤銷，本訂閱者補充協議或任何單獨的許可將自動終止，立即生效。

9.3 如果分銷協議本身因任何原因到期或終止，本訂閱者補充協議將自動終止。

10. 費用

10.1 訂閱者將根據分銷協議的條款和條件向經銷商支付接收 CME 許可資訊的權利費。

10.2 有時，訂閱者可能需要直接向 CME 支付訪問和使用本訂閱者補充協議下許可的 CME 許可資訊的費用。在這種情況下，向 CME 支付的任何費用都將由 CME 與訂閱者之間的單獨書面協議所覆蓋，但僅涵蓋該單獨協議中確定的 CME 許可資訊的接收，不涉及根據分銷協議條款獲得的任何其他市場資料。

11. 訂閱者的承諾、聲明和保證。

11.1 訂閱者為自己和訂閱者集團的其他成員承諾、聲明和保證：

(a) 訂閱者集團未經 CME 書面批准，不從事分發 CME 許可資訊的業務，並且根據合理調查後的瞭解，從經銷商處收取 CME 許可資訊，而經銷商是 CME 授權分發 CME 許可資訊的。

(b) 訂閱者集團不會以任何非法目的使用或允許任何其他人使用 CME 許可資訊，並且

每個訂閱者集團實體只能根據其所在司法管轄區的法律和法規訪問或使用 CME 許可資訊。

12. CME 集團作為第三方受益人

12.1 經銷商和訂閱者承認並同意，CME 集團（僅限 CME 集團）是本訂閱者補充協議的第三方受益人，並且有權享受其中的所有權利和利益，並且可以像締約方一樣直接對經銷商和訂閱者集團進行本訂閱者補充協議的規定。

13. 責任限制和損害賠償

13.1 訂閱者（代表訂閱者集團）和經銷商（代表經銷商集團）同意：

(A) 在法律允許的最大範圍內，任何 CME 集團實體或其各自的高管、董事、成員、員工、代理商、顧問或許可方均不對以下事件承擔責任：(a) 與 CME 許可資訊相關的任何延遲、不準確性、錯誤、遺漏或中斷，或由此導致的任何損失或損害；或者(b) 由於未經授權訪問或濫用 CME 許可資訊而導致的損失或損害。

(B) 除本節明確規定的以外，任何 CME 集團實體或任何 CME 集團許可方均不作出任何陳述或保證，並且在此對所有其他明示或默示的陳述和保證不承擔責任，包括但不限於對 CME 許可資訊的適銷性、品質或特定用途的適用性、無中斷服務或無錯誤服務、或 CME 許可資訊的順序、及時性、準確性或完整性。CME 許可資訊以"按現狀"為基礎提供，訂閱者集團獨自承擔風險。

(C) 在法律允許的最大範圍內，在任何情況下，任何 CME 集團實體或其各自的高管、董事、成員、員工、代理商、顧問或許可方均不對任何經銷商集團或訂閱者集團實體或直接或間接使用 CME 許可資訊的其他人承擔責任，對於根據本協議產生的任何利潤損失、間接損害、附帶損害、特殊損害、示範性損害或間接損害，即使任何經銷商集團或訂閱者集團實體已被告知可能性，並且即使由於 CME 的錯誤、遺漏或過失造成。

(D) 如果前述免責聲明和責任限制被有管轄權的法院視為無效或無效，則 CME 集團及其各自的成員、董事、高管、員工或代理商對上述事項的責任不得超過實際損失或損害的金額，或者總計五十美元（\$50.00），以較低者為準。

14. 保密

14.1 接收方將對保密資訊保密，並不會在未經披露方同意的情況下向任何第三方披露，除非向任何 CME 集團實體、CME 集團許可方以及任何經銷商集團或訂閱者集團實體及其各自的代理人、顧問和第三方顧問披露，前提是他們受到與本訂閱者補充協議中所規定的保密條款基本相同的約束。

14.2 保密資訊不包括以下資訊：

- (a) 披露時已公開可得的資訊；
- (b) 在披露之前，接收方已經知道的資訊；
- (c) 披露後，非因接收方的過錯而成為公開可得的資訊；
- (d) 任何一方在沒有受到其他來源的限制的情況下合法地獲得的資訊；
- (e) 接收方在沒有使用披露方的保密資訊的情況下獨立開發的資訊；或者
- (f) 根據法律或監管機構的命令披露，或者由於監管機構對接收方的機構行動的要求，前提是接收方在必要披露時向披露方提供合理的通知，並在防止或限制此類披露方面合理地與披露方合作。

15. 修改

15.1 儘管本訂閱者補充協議中可能有相反規定，經銷商和 CME 可以隨時修改和修訂本訂閱者補充協議，訂閱者同意訂閱者集團在收到通知後將受到這些條款的約束。訂閱者可以在修改或修訂後的十（10）天內以電子或書面形式終止訂閱者補充協議。通過在經銷商或 CME 向訂閱者提供修改通知後繼續訪問或使用 CME 許可資訊，訂閱者代表訂閱者集團表示訂閱者集團同意受修改後的訂閱者補充協議的約束。

16. 其他事項

16.1 如果本訂閱者補充協議的任何部分、條款或規定被認定為非法、無效或不可執行，則不影響本訂閱者補充協議的其餘部分的有效性或可執行性。

16.2 任何一方(包括 CME 集團)未行使本訂閱者補充協議或法律下的任何權利或救濟措施，不得妨礙進一步行使該權利或救濟措施。

16.3 如果本訂閱者補充協議的條款和條件與訂閱者接收和使用 CME 許可資訊相關的任何其他協議(包括但不限於分銷協議)發生衝突，則本訂閱者補充協議的條款和條件將優先適用。儘管前述情況，CME 可以隨時根據至少三十（30）天的書面通知修改其資訊政策，訂閱者集團必須遵守任何此類修改。

16.4 在訂閱者補充協議終止後，訂閱者集團應停止使用 CME 許可資訊，並刪除根據本訂閱者補充協議收到的任何和所有 CME 許可資訊，包括但不限於存儲的 CME 許可資訊。儘管有前述情況，訂閱者集團可以保留 CME 許可資訊，只用於履行訂閱者集團的監管義務，並且只在必要的期間內用於滿足這些要求，此期間內不得將 CME 許可資訊用於任何其他目的。

17. 存續

17.1 定義、第 12 條（CME 集團作為第三方受益人）、第 13 條（責任限制和損害賠償）、第 17 條（存續）、第 18 條（適用法律和管轄權），以及關於 CME 在 CME 許可資訊中的知識產權的各個部分，以及根據其性質合理地應該存續的部分，以及對上述條款的任何修訂，在本訂閱者補充協議終止或到期後仍然存續。

18. 適用法律和管轄權

18.1 本訂閱者補充協議將受伊利諾州的內部法律和美國的聯邦法律管轄，不考慮法律衝突原則。各方知悉伊利諾州庫克縣的州法院和美國伊利諾州北區的聯邦地區法院的專屬管轄權。

特此證明各方已由正式授權的官員或代表以其名義簽署本訂閱者附加協議。

***此中文版本協議為英文版本譯本，如中、英文兩個版本有任何抵觸或不相符之處，應以英文版本為準。**

經銷商

訂閱者

簽署： _____

簽署： _____

姓名： _____

姓名： _____

職務： _____

賬號： _____

日期： _____

日期： _____

職務： _____

SUBSCRIBER ADDENDUM

This addendum is by and between DA International Financial Service Limited (“**Distributor**”) and _____ (“**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 foregoing.

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.

- (g) 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

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/market-data-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

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

[] For Subscriber

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

A/C No: _____

Date: _____

Date: _____

Title: _____