

交易資訊連線契約

Market Data Connection Agreement

臺灣期貨交易所股份有限公司（以下簡稱甲方）與（以下簡稱乙方），茲就乙方直接與甲方電腦設備連線取得交易資訊，特依甲方「交易資訊使用管理辦法」（以下簡稱「管理辦法」）第 36 條有關之規定，訂定本契約，雙方約定條款如下：

The Taiwan Futures Exchange Corporation (hereinafter, "TAIFEX") and _____ (hereinafter, "Licensed Distribution User"), for purposes of Licensed Distribution User directly connecting to TAIFEX's computer equipment and receiving Trading Information from TAIFEX, hereby enter into this Agreement according to the Article 36 of TAIFEX's Rules Governing the Use of Trading Information (hereinafter, "Rules for Use"). The two parties agree to the following terms and conditions:

- 第一條 本契約用詞定義如下：
- 一、交易資訊：指甲方所開發或傳送之期貨交易相關資訊及其衍生資訊。
 - 二、授權經銷者：指與甲方簽訂交易資訊合作契約，經甲方授權，經銷甲方交易資訊之海外地區交易所、交易所集團或該集團內從事行情資訊業務之機構。
 - 三、間接連線者：指與授權經銷者簽訂資訊使用契約，經由乙方轉接取得甲方交易資訊之合法授權經銷使用者。
 - 四、授權經銷資訊用戶：指向乙方轉接傳輸交易資訊之用戶。
 - 五、資訊使用契約：乙方或間接連線者和授權經銷者間之契約，規範接收、使用及傳輸交易資訊之權利義務。

Article 1

For the purposes of this Agreement, the terms below are defined as follows:

1. "Trading Information" means futures and options contracts trading related information developed or transmitted by TAIFEX, and derivative information thereof.
2. "Licensed Distributor" means a non-Taiwanese exchange, exchange group, or entity engaging in market information business within such group, that has signed a Trading Information cooperation agreement with TAIFEX
3. "Indirectly Connected Party" means a party who is authorized to use and to disseminate Trading Information received from Licensed Distribution User, and has entered into a Information Usage Agreement with Licensed Distributor.
4. "Licensed Distribution Subscriber" means a subscriber who receives the Trading Information from Licensed Distribution User.
5. "Information Usage Agreement" means a separate agreement between Licensed Distribution User or Indirectly Connected Party and Licensed Distributor concerning the receipt, use and dissemination of Trading Information.

第 二 條 本契約簽訂後，乙方應自授權經銷者取得甲方交易資訊之使用授權，本契約方始生效。

自本契約生效後，乙方有接收甲方交易資訊之權利，並應遵守甲方之連線相關規定及授權經銷者之資訊使用契約。

Article 2

After this Agreement is signed, it will take effect only after Licensed Distribution User has obtained the right of use of TAIFEX's Trading Information from a Licensed Distributor of TAIFEX.

After this Agreement takes effect, Licensed Distribution User will have the right to receive Trading Information directly from TAIFEX. Licensed Distribution User shall abide by TAIFEX's

connection related provisions and the provisions of Licensed Distributor's Information Usage Agreement.

第 三 條 乙方未經甲方書面同意，不得任意增加或減少連線數量或轉讓連線權利。

Article 3

Without written consent from TAIFEX, Licensed Distribution User shall not arbitrarily increase or decrease the quantity of its computer connections or transfer the computer connection rights.

第 四 條 乙方應配合甲方之軟硬體設備，與甲方之交易資訊系統連線，並以甲方指定之方式及傳輸格式傳送。

乙方同意無償提供二台電子顯示器予甲方，並於甲方申請之線路完成後，提供上述設備供甲方查詢使用。

Article 4

For the Connection between Licensed Distribution User and TAIFEX's trading information system, Licensed Distribution User shall be in compliance with TAIFEX's Trading Information system specification and requirement, and the Trading Information shall be sent by the method and transmission format designated by TAIFEX.

Licensed Distribution User agrees to provide free of charge two electronic displays to TAIFEX and, after the lines that TAIFEX has applied for have been completed, to provide the aforesaid equipment to TAIFEX for querying purposes.

第 五 條 乙方依本契約所作之電腦連線，僅供傳輸甲方交易資訊之用，乙方不得為其他目的而使用之。

Article 5

Computer connections by Licensed Distribution User under this Agreement shall be used exclusively for the purpose of transmission of TAIFEX's Trading Information. Licensed Distribution User may not use the connections for any other purpose.

第 六 條 乙方、間接連線者或其授權經銷資訊用戶於傳輸甲方交易資訊時，應負完全之責任，不得違反甲方傳輸交易資訊目的，或有損害甲方名譽、商譽或形象之行為。如有損害甲方之情事者，應負損害賠償責任。

Article 6

Licensed Distribution User, its Indirectly Connected Party, or its Licensed Distribution Subscriber thereof, in the transmission of TAIFEX's Trading Information, shall be fully liable, and may not use the Trading Information in violation of the purposes for which it is transmitted by TAIFEX, nor do anything injurious to TAIFEX's reputation, goodwill, or image. In the event of any injury to TAIFEX, Licensed Distribution User shall be liable for damages.

第 七 條 乙方、間接連線者，或其授權經銷資訊用戶僅得依授權經銷者之資訊使用契約規定，對外傳輸或使用交易資訊。

Article 7

Licensed Distribution User, its Indirectly Connected Party, or its Licensed Distribution Subscriber is only allowed to onward disseminate Trading Information or use the Trading Information according to the Information Usage Agreement of Licensed Distributor.

第 八 條 乙方同意依本契約開始傳輸資訊後，倘發生交易資訊傳輸中斷事故、連線傳輸設備無法正常作業之現象，或因交易資訊錯誤、遺漏及延遲等上述事由，不問其原因如何，

乙方、間接連線者及其授權經銷資訊用戶對於因不能利用交易資訊所受之損害，不得向甲方請求損害賠償。

Article 8

Licensed Distribution User agrees that after the commencement of information transmission pursuant to this Agreement, in the event of any interrupted transmission of Trading Information or malfunction of connection or transmission equipment, or any error, omission, or delay in the Trading Information, regardless of the cause, neither Licensed Distribution User, nor an Indirectly Connected Party, nor a Licensed Distribution Subscriber thereof shall be entitled to claim damages from TAIFEX for any loss incurred because of the unavailability of the Trading Information.

第九條 甲方不保證所提供之交易資訊正確、即時或完整。使用甲方交易資訊執行決策者，應對其決策自行負責，甲方不負任何因使用其交易資訊而導致損失之責任。

Article 9

TAIFEX does not guarantee that the trading information it provides is accurate, timely, or complete. Anyone using TAIFEX's trading information to carry out decision making shall be solely liable for the decisions made. TAIFEX shall bear no liability for any loss caused by the use of TAIFEX's trading information.

第十條 甲方得派員實地查核乙方交易資訊連接及接收處所，乙方承諾不規避或拒絕甲方技術訪查，並同意配合甲方技術訪查並予協助。

Article 10

TAIFEX may inspect Licensed Distribution User's premises where the Trading Information is received by the connection with TAIFEX. Licensed Distribution User shall cooperate with

technical inspections by TAIFEX, and may not evade or refuse inspection.

第十一條 乙方同意因本契約之履行而知悉甲方業務之資訊、情報或其他相關資料時，應謹守保密義務，不得洩漏予他人，或為其他不利於甲方之行為。
乙方違反前項約定者，甲方得請求損害賠償。

Article 11

Licensed Distribution User agrees to strictly observe the obligation of confidentiality and shall not disclose to any other party any business data, information, or other relevant materials of TAIFEX that Licensed Distribution User learns during the performance of this Agreement, nor do anything detrimental to TAIFEX.

If Licensed Distribution User breaches the preceding paragraph, TAIFEX may claim damages.

第十二條 若因天災、地變、罷工、怠工、不可抗力之事件或其他意外事故，致阻礙交易資訊之正常傳輸，甲乙雙方不負違約之責任。

Article 12

If the normal transmission of Trading Information is impaired due to natural disaster, strike, work slowdown, force majeure event, or any other accidental cause, neither TAIFEX nor Licensed Distribution User shall be held liable for breach of this Agreement.

第十三條 乙方有以下情事之一者，甲方得終止本契約：
一、如有解散、歇業、破產、重整、清算或進入調解程序等情事發生時。
二、違反本契約第十一條第一項規定時。
三、有下列任一情事者：

(一) 乙方於傳輸或傳播交易資訊時，軟體或硬體技術不足以防杜該資訊被盜用、竊取或外接使用。

(二) 乙方接獲授權經銷者通知後，仍嚴重違反交易資訊之使用，且未改善者。

(三) 違反期貨相關法令或規定，其情節對期貨交易市場或甲方交易資訊之管理有重大影響者。

乙方違反本契約第三條、第五條至第七條規定，甲方得停止連線或終止本契約。

間接連線者或其授權經銷資訊用戶違反本契約第六條及第七條規定，乙方應配合甲方要求停止間接連線者或其授權經銷資訊用戶之連線。

依本契約規定終止契約，致乙方、間接連線者或其授權經銷資訊用戶無法使用交易資訊，乙方、間接連線者及其授權經銷資訊用戶不得向甲方請求損害賠償。

Article 13

If any of the following events occurs on the part of Licensed Distribution User, TAIFEX may terminate this Agreement:

1. Occurrence of an event of dissolution, cessation of business, bankruptcy, reorganization, liquidation, or entry into mediation proceedings.

2. Breach of Article 11, paragraph 1 of this Agreement.

3. In any of the following situations,

(1) When disseminating Trading Information, Licensed Distribution User does not have adequate software or hardware technology to prevent the Trading Information from unauthorized use, theft or being illegally connected to external systems.

(2) When Licensed Distribution User severely misuses Trading Information, and fails to make correction after the notification of the Licensed Distributor.

(3) When Licensed Distribution User uses Trading Information in Taiwan and violates the futures trading related laws and regulations where the offense has significant adverse impact on the futures market or the administration of Trading Information by TAIFEX.

If Licensed Distribution User breaches Article 3 or Article 5 to 7 of this Agreement, TAIFEX may suspend its connection or terminate this Agreement.

If an Indirectly Connected Party or a Licensed Distribution Subscriber thereof breaches Article 6 or Article 7 of this Agreement, Licensed Distribution User shall accommodate any request by TAIFEX to suspend the connection of the Indirectly Connected Party or Licensed Distribution Subscriber thereof. In the event that Licensed Distribution User, an Indirectly Connected Party, or a licensed distribution subscriber thereof becomes unable to use the trading information as a result of the termination of this Agreement as provided for herein, neither Licensed Distribution User, nor the Indirectly Connected Party, nor the Licensed Distribution Subscriber thereof may claim damages from TAIFEX.

第十四條 本契約存續期間，雙方得於90天前以書面通知對方，終止本契約。

Article 14

Either party may terminate this Agreement with 90 days prior written notice to the other party.

第十五條 乙方之代理人亦應遵守本契約之規定，如有違反，乙方應負同一責任。

Article 15

Licensed Distribution User's local representatives or assistants shall abide by the provisions of this Agreement. In the event of any breach by the local representatives or assistants, Licensed Distribution User shall bear the same liability.

第十六條 本契約有效期間二年，自簽約日起算，期間屆滿雙方如無以書面表示反對，得繼續契約一年；續約期滿，亦同。

Article 16

This Agreement is valid for a term of two years from the date of signing. Upon expiry of the term, if neither party raises any objection in writing, this Agreement may continue for another year. The same rule shall apply when the renewal term expires.

第十七條 如本契約之英文版本和中文版本文義上有歧異，以中文版本為準。

Article 17

If there is any conflict in meaning between the English version and the Chinese version of this Agreement, the Chinese version shall prevail.

第十八條 甲乙雙方因本契約所生之爭議，應依中華民國仲裁法之規定進行仲裁。如因仲裁判斷不成立而提起訴訟或撤銷仲裁判斷之訴，甲乙雙方同意以台灣台北地方法院為第一審管轄法院。

Article 18

Any disputes between TAIFEX and Licensed Distribution User arising out of this Agreement shall be resolved by arbitration under the Arbitration Law of the Republic of China. If a lawsuit is filed because the arbitration fails or is filed to void the arbitration award, the parties agree that the Taipei District Court shall be the jurisdictional court of first instance.

第十九條 本契約壹式貳份，雙方各執壹份為憑。

Article 19

This Agreement is executed in duplicate originals, with one to be retained each by TAIFEX and Licensed Distribution User.

本契約於_____年___月___日經甲、乙雙方代表簽署後始生效力，特此為證。

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of _____, 20__ by their duly authorized officers.

臺灣期貨交易所股份有限公司

Taiwan Futures Exchange Corporation

By:

乙方

Licensed Distribution User

By:

Printed Name:

Title:
