

GLOBAL FUTURES
REAL-TIME QUOTE SERVICES APPLICATION FORM
環球期貨即時報價服務申請表

Return FAX / SCANNED Form
請以傳真 / 電郵方式交回本表格

BOOM Account Name (the "Subscriber")
BOOM 帳戶名稱 (「訂閱者」)

Email Address
電郵地址

BOOM Futures Account No.
BOOM 期貨帳戶號碼

Contact No.
聯絡電話

Global Futures Real Time Quote Services (the "Service" or "subscription")
環球期貨即時報價服務 (「服務」或「訂閱」)

CME Group – Including Market Depth
(Applicable for resident of designated Asian countries/regions*)
芝加哥交易所集團 – 包括市場深度
(只適用於指定亞洲國家/地區之居民*)

Waived until further notice
豁免 直至另行通知

* Please refer to the "Terms & Conditions and Disclaimers" for the list of designated Asian countries/regions.
有關指定亞洲國家/地區, 請參閱「條款及條件與聲明」。

CME Group – Including Market Depth
(Applicable for resident of other non-designated countries/regions)
芝加哥交易所集團 – 包括市場深度
(適用於其他非指定國家/地區之居民)

月費 USD 40/ month

Terms & Conditions and Disclaimers
條款及條件與聲明

- Designated Asian countries/regions include Brunei, Cambodia, East Timor, Greater China (mainland China, Hong Kong, Taiwan and Macau), Indonesia, Japan, Korea, Laos, Malaysia, Philippines, Singapore, Thailand and Vietnam. MONEX BOOM reserves the right, at its discretion and without prior notice, to add or remove the designated Asian countries/regions.
指定亞洲國家/地區包括文萊、柬埔寨、東帝汶、大中華 (中國內地、香港、台灣及澳門)、印尼、日本、韓國、老撾、馬來西亞、菲律賓、新加坡、泰國及越南。實盛證券有權不另行事先通知而增加或刪除指定亞洲國家/地區。
- Payment will be deducted from Client's Futures Account in advance and on a calendar month basis (i.e. full fees will be charged for subscription less than one calendar month).
服務月費會以預繳形式於客戶期貨帳戶中扣除, 並按歷月計算(即使服務不足一個月也須繳付月費全數)。
- The subscription will be automatically renewed on a calendar month basis and the fees will also be deducted from Client's Futures Account, unless (a) instructed by Client; or (b) Client does not have sufficient funds in his/her Futures Account to pay subscription fees on the renewal date [25th of each month], in which case MONEX BOOM may suspend Client's subscription.
服務的使用期按歷月計算, 且服務會每月自動更新。更新服務的月費會以預繳形式於客戶期貨帳戶中扣除, 除非 (a) 客戶發出終止服務的指示; 或 (b) 客戶的期貨帳戶於更新日 (每月的 25 號) 沒有充足的資金支付服務月費, 則實盛證券會就上述情況, 終止客戶的服務。
- Client may terminate the subscription by sending an email to MONEX BOOM (service@boomhq.com) at least 10 calendar days before the beginning of the service month. If termination comes to MONEX BOOM after payment is made, the effective date of termination is the end of the service month.
客戶如欲終止服務, 可在服務生效日 (即翌月 1 日) 至少 10 天前, 以電郵向實盛證券 (service@boomhq.com) 發出終止服務的指示。若實盛證券在月費扣除後才收到終止指示, 則有關服務會繼續有效至該月完結才終止。
- Client acknowledges that the Services are for Client's personal use only and any information provided should not be transferred to any third parties.
客戶確認所有服務僅供客戶的個人使用, 不得因任何理由而將任何數據提供予其他人士。
- Client certifies that he/she qualifies as a **Non-Professional Subscriber** pursuant to the definition contained in Appendix I. (Applicable to CME Group's real-time quote services only)
客戶根據「附件 I」所描述的中定義, 確認本人並非金融專業人士。(只適用於芝加哥交易所集團報價服務)
- Client acknowledges that he/she understands and agrees with all the terms and conditions contained in **Appendix II – Market Data Subscription Agreement (CME Group)** and have duly executed it.
客戶確認清楚明白及同意「附件 II – 芝加哥交易所集團市場資訊訂閱協議」之所有條款及細則, 並於有關附件上簽署。
- MONEX BOOM, Chicago Mercantile Exchange Inc and its affiliates ("CME" or "Exchanges" – including CBOT, NYMEX, COMEX and CME Europe) make every endeavour to provide accurate and reliable information while making no guarantee as to the accuracy of the information provided. The foregoing parties will and shall not be held responsible for any loss or damage as a result of inaccurate information provided, lag in data transmission and/or reliance on any service provided in relation thereto.
實盛證券、芝加哥商品交易所及相關交易所竭力提供準確而可靠的資料, 但並不保證資料絕對無誤。以上公司等概不負責任何資料錯漏、資料傳送時差或任何因依賴有關服務導致客戶獲取之實時報價而蒙受之損失。
- All related parties declare that they have exclusive rights and interests over all published materials. Client understands that no guarantee is made to the timeliness, priority, accuracy or integrity of all market data. Neither MONEX BOOM nor any data publisher will or shall be held responsible for any deviation, error, lag, omission or interruption in the transmission of any data, information or message as a result of any negligence, act of God or act beyond reasonable control.
各參與交易所或協會宣稱其向發佈有關數據各方所提供之一切市場數據擁有專有權益。客戶明白, 概無一方擔保市場數據或任何其他市場資料之及時性、先後次序、準確性或完整性。因實盛證券或任何發佈數據一方之任何疏忽行動、不可抗力事件或任何發佈數據一方不能合理控制之其他原因而造成之數據、資料、訊息或其傳送或交付而出現之偏差、錯誤、延誤、遺漏或干擾, 實盛證券或任何發佈數據一方均無須負責。
- Client acknowledges and consents to MONEX BOOM providing relevant information to the service provider or any relevant third parties for identity verification purposes.
客戶必須同意實盛證券將有關資料提交予服務供應商或任何相關之第三方作為身份核實之用。
- In the event of a dispute arising out of the waiver provided above, MONEX BOOM reserves the right to the final decision.
如對以上豁免優惠有任何爭議, 實盛證券保留最終決定權。

Client's Signature
客戶簽署

Client's Signature (For joint account holders, each individual will need to complete a copy of this form.)
客戶簽署 (如屬聯名帳戶，兩位帳戶持有人須各自分別填寫本表格。)

Printed Name
正楷姓名

Date (YYYY/MM/DD)
日期 (年/月/日)

For Official Use Only 只供本行使用

Service Activation Date 計劃生效日期

Date 日期

Signature Verified & Reviewed by 核對簽署及覆核

Date 日期

Service Setup by 設定服務

Date 日期

Appendix I – Non-Professional Self-Certification (CME Group)

附件 I – 確認為「非金融專業人士」的相關資料（芝加哥交易所集團）（只提供英文版本）

Based on the Subscriber's qualifications, Subscribers may be charged reduced Fees for Information. To qualify for the reduction in Subscriber Fees, Subscriber must be considered a "Non-Professional."

Non-Professional shall mean and include either (i) an individual, natural person Subscriber(s) who, or (ii) certain small business entities (limited liability companies, partnerships, trusts or corporations) that, receive and use Information (excluding any pit traded data), in each case subject to the following restrictions:

The Non-Professional Subscriber

- (a) the Subscriber must have an active futures trading account;
- (b) the Subscriber must not be a member (or hold or lease any type membership) of any exchange;
- (c) the Subscriber does not have a primary business purpose that involves trading;
- (d) the Subscriber must not be registered or qualified as a professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any regulatory authority, professional association or recognized professional body; and
- (e) the Subscriber must not be affiliated with any entity that is or may be considered a Professional User; and

The Non-Professional Subscriber's Use of Information

- (f) the Subscriber's use of Information must be solely for the Subscriber's personal, non-business use;
- (g) the Subscriber's use of Information must be limited to managing the Subscriber's own property and, for the avoidance of doubt, not in connection with the management of any property of any third party(ies) in any capacity, whether as a principal, officer, partner, employee or agent of any business or on behalf of any other individual, and whether or not the Subscriber receives any remuneration therefor; and
- (h) the Subscriber must not be acting on behalf of an institution that engages in brokerage, banking, investment, or financial activities; and

The Non-Professional Subscriber's Access to Information

- (i) the Subscriber has no more than two (2) means for accessing Information from each Distributor; and
- (j) the Subscriber must view the Information only on a device that is capable of routing orders to the CME Globex Platform (an "Order Routing Device").

Any Subscriber who does not meet the qualifications of a Non-Professional or falls under the categories described below shall be considered a Professional. Notwithstanding anything else herein, Professionals shall include, without limitation:

- Any person or entity that provides financial or similar services to any third party.
- Any person that is registered or qualified as a professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any regulatory authority, professional association or recognized professional body.
- Any person or entity that acts on behalf of an institution that engages in brokerage, banking, investment or financial activities.
- Any person or employee of an entity that holds any form of membership at any of the CME Group Designated Contract Markets ("DCM") or any other exchange.

Notwithstanding anything herein, CME reserves the right in all cases to make a final determination as to whether a Subscriber is a Non Professional or a Professional. CME reserves the right to amend this policy or terminate reduced for fees for Non-Professionals at any time.

Subscribers who qualify as Non-Professionals should sign below and return this Self-Certification form to Distributor. Please note that this form may be subject to Distributor's review and approval. Subscriber must notify Distributor as soon as is reasonably practicable in the event that Subscriber no longer qualifies as a Non-Professional.

Appendix II – Market Data Subscription Agreement (CME Group)

附件 II – 芝加哥交易所集團市場資訊訂閱協議 (只提供英文版本)

This Market Data Subscription Agreement is entered into on the date of signing hereunder (“Effective Date”) by and between **Monex Boom Securities (H.K.) Limited (“Distributor”)** and the Client referred to hereunder (“you” or “Subscriber”). This Market Data Subscription Agreement permits you to access, receive and use certain Market Data (defined below) in accordance with the following terms and conditions of this Market Data Subscription Agreement (the “Agreement”). The Agreement governs your access to receive and use the Market Data, and constitutes a binding legal agreement by and between Distributor and Subscriber (each of Distributor and the Subscriber, a “Party” and collectively, the “Parties”).

1. Definitions

“Device” means any unit of equipment, fixed or portable, that receives, accesses or displays Market Data in visible, audible or other comprehensible form.

“Force Majeure Event” means any flood, extraordinary weather conditions, earthquake or other act of God, fire, war, terrorism, insurrection, riot, labor dispute, accident, action of government, communications or power failures, or equipment or software malfunctions.

“Person” means any natural person, proprietorship, corporation, partnership, limited liability company or other organization.

“Market Data” means information and data pertaining to listed and over the counter derivatives contracts (including without limitations swaps and futures) and options contracts or similar derivative instruments as well as index data and analytics data. Market Data may include, without limitation, opening and closing prices, high-low prices, settlement prices, current bid and ask prices, open interest information, last sale prices, price limits, requests for quotations, fixing prices, data curves, estimated and actual volume data, contract specifications and fast or late messages. With respect to Subscriber’s obligations under the Agreement, Market Data also includes information, data and materials that convey information to Subscriber substantially equivalent to Market Data.

“OTC Market Data” means Market Data relating to over the counter derivatives contracts.

2. Proprietary Rights In The Market Data

2.1. Subscriber acknowledges and agrees that Chicago Mercantile Exchange Inc. and its affiliates (“CME” or “Exchange”) have exclusive and valuable property rights in and to the Market Data (or in the case of third party content providers who are licensing data through CME, such third party content provider has exclusive and valuable property rights), that such Market Data constitute valuable confidential information, trade secrets and/or proprietary rights of the Exchange, not within the public domain, that such Market Data shall remain valuable confidential information, trade secrets and/or proprietary rights of the Exchange and that, but for the Agreement, Subscriber would have no rights or access to such Market Data.

2.2. Subscriber acknowledges and agrees that disclosure of any Market Data, or any breach or threatened breach of any other covenants or agreements contained herein, would cause irreparable injury to the Exchange for which money damages would be an inadequate remedy. Accordingly, Subscriber further acknowledges and agrees that the Exchange shall be entitled to specific performance and injunctive and other equitable relief from the breach or threatened breach of any provision, requirement or covenant of the Agreement (including, without limitation, any disclosure or threatened disclosure of Market Data) in addition to and not in limitation of any other legal or equitable remedies which may be available.

3. Receipt Of Market Data By Subscriber

3.1. The Agreement sets forth the terms and conditions under which Subscriber may use the Market Data. Subscriber acknowledges that, notwithstanding any agreement, CME or Distributor may, in its discretion, discontinue disseminating Market Data or change or eliminate its own transmission method, speed or signal characteristics. In addition, Subscriber acknowledges and agrees that the Distributor or Exchange reserve the right to disapprove any Subscriber and to terminate any Subscriber’s receipt of Market Data for any reason or no reason.

3.2. (i) Except as provided in section 3.2 (iii) below, Subscriber will use Market Data only for its own internal business activities (internal business activities shall exclude subsidiaries and affiliates) and only at the offices and locations and on the Devices designated by Subscriber in writing to Distributor and CME from time-to-time. (The term “for its own internal business activities,” as used in the immediately preceding sentence herein, means for Subscriber’s (a) trading, for its own account or for the account of its customers (b) evaluating, for its own internal business decisions or (c) provision of advice to its customers on movements or trends in markets for derivative instruments, subject to all of the limitations set forth below in this subsection as to the telephonic disclosure to customers of a necessary and de minimis number of segments of Market Data.)

(ii) Subscriber agrees that it will not communicate or otherwise furnish, or permit to be communicated or otherwise furnished, the Market Data, in any format, to any other party or any office or location other than that designated above, nor allow any other party to take, directly or indirectly, any of the Market Data from such offices or locations, and will adopt and enforce any policy that is reasonable to prevent the Market Data from being taken therefrom. Subscriber specifically agrees, without limiting or varying its obligations under section 7 herein or otherwise set forth in the Agreement, that Subscriber shall not use or permit another person to use any Market Data for the purposes of (a) creating derived data products based upon or derived from the Market Data, (b) determining or arriving at any price, including any settlement prices, for derivatives contracts, options on derivatives contracts, or like derivatives instruments traded on any exchange other than the Exchange and (c) for any other derived works that will be disseminated, published or otherwise used externally. Subscriber will abide by any other limitations on such use that any of the Exchange may specify from time to time. Subscriber will use its best efforts to ensure that its partners, officers, directors, employees and agents maintain sole control and physical possession of, and sole access to, Market Data received through Devices in Subscriber’s possession.

(iii) Notwithstanding sections 3.2 (i) and (ii) above, Subscriber may, in the regular course of its business, occasionally furnish, to each of its customers and branch offices, in a quantity restricted to that necessary to enable Subscriber to conduct its business, a de minimis number of segments of Market Data, provided that such Market Data does not include any OTC Market Data. Such redissemination must be strictly limited to telephonic communications not entailing the use of computerized voice synthesization or any other technology and must be strictly related to the trading activity of Subscriber or any such recipients. Any such recipients must be advised by Subscriber that such segments are proprietary and confidential information not to be disclosed or disseminated to other persons or entities. Subscriber agrees to make all reasonable efforts to ensure that such recipients abide by the provisions of the Agreement.

(iv) Subscriber will use its best efforts to ensure that no unauthorized dissemination of the Market Data is permitted.

4. Reporting

Subscriber agrees to furnish promptly to Distributor, CME and their respective affiliates or agents, any information or reports that may be requested or required by Distributor or CME from time to time, which are reasonably related to Subscriber’s receipt of Market Data.

5. Right Of Inspection And Audit

- 5.1. During regular business hours, any Persons designated by the Distributor or Exchange may have access to Subscriber's offices or locations in order to observe the use made of the Market Data and to examine and inspect any Devices, attachments or apparatuses, as well as any books and records required to be maintained by Subscriber under Sections 3.2 and 4 in connection with its receipt and use of Market Data.
- 5.2. Subscriber will make prompt adjustment (including interest thereon at the rate of 1½ % per month), to compensate the Distributor and Exchange if the audit discovers an under-reported use of the Market Data by Subscriber. In addition, at the election of any such Exchange, Subscriber will be liable for the reasonable costs of any audit that reveals a discrepancy in such Exchange's favor of five percent (5%) or more of the amount of fees actually due such Exchange.
- 5.3. Subscriber shall maintain the records and books upon which it bases its reporting for three (3) years following the period to which the records relate. In the event that Subscriber fails to retain such records and books as required above, Subscriber agrees to pay CME the reasonable estimate of any discrepancy discovered pursuant to any such audit.

6. Market Data Fees

Subscriber will pay Distributor for the right to receive Market Data in accordance with the then-current fee schedule. Market Data fees are subject to modification by Distributor at any time, without prior notice to Subscriber.

7. Covenants, Representations And Warranties Of Subscriber

- 7.1. Subscriber covenants, represents and warrants that it is not engaged in the business of distributing Market Data and that, to its knowledge after reasonable inquiry, it is receiving the Market Data as authorized hereunder.
- 7.2. Subscriber agrees that it will not use or permit any other Person to use Market Data for any illegal purpose.
- 7.3. Subscriber agrees that it will not use Market Data in any way to compete with the Distributor or Exchange, nor use the Market Data in any way so as to assist or allow a third party to compete with the Distributor or Exchange.
- 7.4. Subscriber agrees that the provision of Market Data hereunder is conditioned upon Subscriber's strict compliance with the terms of the Agreement and that the Distributor or Exchange may, with or without notice and with or without cause, forthwith discontinue said service whenever in its judgment there has been any default or breach by Subscriber of the provisions hereof.
- 7.5. Subscriber further represents and warrants that (i) it has all necessary power and authority to execute and perform the Agreement; (ii) the Agreement is legal, valid, binding and enforceable against Subscriber; (iii) neither the execution of, nor performance under, the Agreement by Subscriber violates or will violate any law, rule, regulation or order, or any agreement, document or instrument, binding on or applicable to Subscriber or the Exchange; and (iv) its access to and use of the Market Data will be in accordance with all applicable federal, state, and local laws, regulations, and treaties.

8. Disclaimer Of Warranties

MARKET DATA IS PROVIDED, AND SUBSCRIBER AGREES THAT THE MARKET DATA IS PROVIDED, ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. SUBSCRIBER AGREES THAT: DISTRIBUTOR AND ITS AFFILIATES; EXCHANGE AND ITS AFFILIATES; AND ANY OF THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, AND ANY LICENSOR TO EXCHANGE, DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MARKET DATA OR THE TRANSMISSION, TIMELINESS, ACCURACY OR COMPLETENESS THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

9. Limitations Of Liability And Damages

- 9.1. SUBSCRIBER AGREES THAT: DISTRIBUTOR AND ITS AFFILIATES; EXCHANGE AND ITS AFFILIATES; AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS AND ANY LICENSOR TO EXCHANGE:
 - (i) DO NOT GUARANTEE THE SEQUENCE, ACCURACY OR COMPLETENESS OF THE MARKET DATA, NOR SHALL ANY OF THEM BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS IN MARKET DATA, OR IN THE TRANSMISSION THEREOF, OR FOR ANY OTHER DAMAGES ARISING IN CONNECTION WITH SUBSCRIBER'S RECEIPT OR USE OF MARKET DATA, WHETHER OR NOT RESULTING FROM NEGLIGENCE ON THEIR PART, A FORCE MAJEURE EVENT OR ANY OTHER CAUSE.
 - (ii) SHALL NOT BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS, LIABILITY OR OTHER DAMAGE, DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE AGREEMENT AND THE MARKET DATA THEREUNDER, INCLUDING BUT NOT LIMITED TO:
 - (a) ANY INACCURACY OR INCOMPLETENESS IN, OR DELAYS, INTERRUPTIONS, ERRORS OR OMISSIONS IN THE DELIVERY OF, THE SITE OR THE MARKET DATA; OR
 - (b) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY SUBSCRIBER, ITS CUSTOMERS OR ANY OTHER ENTITIES OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS.
 - (c) LOSS OF BUSINESS REVENUES, LOST PROFITS OR ANY PUNITIVE, INDIRECT, CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2. SUBSCRIBER EXPRESSLY ACKNOWLEDGES THAT DISTRIBUTOR, EXCHANGE AND ITS AFFILIATES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, TO SUBSCRIBER OR ANY THIRD PARTY WITH RESPECT TO THE AGREEMENT AND THE MARKET DATA, INCLUDING, WITHOUT LIMITATION: (i) ANY WARRANTIES WITH RESPECT TO THE TIMELINESS, SEQUENCE, ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MARKET DATA OR (ii) ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED BY SUBSCRIBER OR ANY THIRD PARTY IN CONNECTION WITH THE USE OF THE MARKET DATA.
- 9.3. IF THE FOREGOING DISCLAIMER AND WAIVER OF LIABILITY, OR ANY PART THEREOF, SHOULD BE DEEMED INVALID OR INEFFECTIVE, THE CUMULATIVE LIABILITY OF DISTRIBUTOR, EXCHANGE, AND THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES AND AGENTS SHALL NOT EXCEED THE ACTUAL AMOUNT OF LOSS OR DAMAGE, OR THE SUM OF FIFTY DOLLARS (\$50.00), WHICHEVER IS LESS.

10. Term And Termination

- 10.1. The Agreement will commence on the Effective Date. Subject to Subscriber's strict compliance with the provisions of the Agreement, the provision of Market Data by the Distributor hereunder will continue in force for a period of one (1) month from the Effective Date (the "Initial Term"), and shall automatically renew at the end of such Initial Term for one (1) month and automatically thereafter on a month-to-month basis (such ongoing renewals, the "Renewal Terms"), provided, however, that either Party may terminate the Agreement by providing at least ten (10) days' prior electronic or written notice that it declines such automatic renewal.
- 10.2. Distributor and Exchange may from time to time modify and amend the Agreement, and Subscriber agrees to be bound by such terms. Subscriber may terminate the Agreement upon ten (10) days' electronic or written notice upon such modification or amendment. By continuing to access or use the Market Data after Distributor or Exchange has provided you with notice of a modification, you are indicating that you agree to be bound by the modified Agreement.
- 10.3. Upon any termination of the Agreement, Subscriber shall discontinue any use of the Market Data, and delete any and all Market Data received under the Agreement, including without limitation any stored historical Market Data.

11. Survival

The provisions of the Definitions Section 1, Proprietary Rights In The Market Data Section 2, 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 the Agreement.

12. Indemnification

Subscriber will indemnify, defend and hold the Distributor and Exchange, and their respective affiliates, directors, officers, employees and agents harmless from and against any and all claims arising out of or in connection with the Agreement, including, without limitation, any 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.

13. Miscellaneous

- 13.1. Any action arising out of the Agreement shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois. The Parties submit to the exclusive jurisdiction of the state and federal courts situated in Cook County, State of Illinois.
- 13.2. Subscriber may not assign all or any part of the Agreement without the prior written consent of the Distributor.
- 13.3. Subscriber may not modify or amend the terms of the Agreement.
- 13.4. In the event of any conflict between the terms and conditions of the Agreement and any other agreement relating to Subscriber's receipt and use of Market Data, the terms and conditions of the Agreement will prevail.
- 13.5. If, for any reason, one or more provisions of the Agreement or part thereof is held invalid, the other provisions of the Agreement, or parts thereof, shall remain in full force and effect.
- 13.6. Subscriber hereby consents to use by CME and its affiliates of proprietary data or other personal information regarding Subscriber received by CME and its affiliates from time to time through the conduct of their businesses, including any data submitted to them to fulfill regulatory obligations, for commercial, business and marketing purposes. Except as may be otherwise set forth herein (for reporting purposes or otherwise), CME and its affiliates will not reveal the following information obtained from Subscriber to fulfill regulatory obligations to non-affiliated third-parties on a non-aggregated, non-anonymized basis, except (x) as permitted by law, (y) as required or requested by regulatory authority or (z) pursuant to a valid court order, subpoena or equivalent legal instrument: (i) personally identifiable information, (ii) detailed transaction data, (iii) position data, (iv) investigative materials, or (v) financial source documents.
- 13.7. The Distributor and Subscriber acknowledge and agree that CME is an intended third party beneficiary to the Agreement, and that CME may enforce all of the terms hereunder.

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

<p>DISTRIBUTOR</p> <p>Company Chop:</p> <p>Date:</p>	<p>SUBSCRIBER</p> <p>Signature:</p> <p>Name:</p> <p>Title (if applicable):</p> <p>Date:</p>
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