



Real Time Quote Services Application Form (Only for Futures of SGX)
即時報價服務申請表 (期貨-新加坡交易所)

(Please “ ” the appropriate 請在適當位置填上“ ”)

Client's Information 客戶資料		
Name of Client 客戶名稱：		(the “Subscriber”)
Futures Account Number 帳戶號碼：	Contact No. 聯絡電話：	Email Address 電郵地址：

Real Time Quote Services of ICE 即時報價服務-新加坡交易所	
<input type="checkbox"/> Sharpshoot – SGX Index Futures & Options., SGX Commodities	月費 monthly fee: 免費, 直至新加坡交易所於 2019 年 7 月收取有關收費 Free, until SGX will impose the monthly fee from 1 July 2019.

Terms & Conditions and Disclaimers 條款及條件與聲明	
1.	Monthly Fee will be deducted from Client's Futures Account. 月費將於客戶之期貨帳戶內扣除。
2.	Client must give one-month prior written notice in order to terminate the above service or the Client will have to pay a service fee of one month even if the period of usage is less than a month. 客戶若欲終止以上計劃, 須於一個月以前以書面通知本公司, 否則使用期不足一個月者, 亦須繳付整月服務費用。
3.	Client acknowledges that Real Time Quote Service is for Client's personal use only and any information provided should not be transferred to any third parties. 客戶確認所有實時報價服務僅供個人使用, 不得因任何理由而將任何數據提供予其他人士。
4.	Client acknowledges that I understand and agree with all the terms and conditions contained in Appendix. 客戶確認清楚明白及簽署以同意附件有關申請市場報價服務之條款及細則。
5.	CPY, SGX Exchange Entities and its affiliates (“SGX” or “Exchanges”) 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. 京華山一, 新加坡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。
6.	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 CPY 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. 各參與證券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。因京華山一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, 京華山一或任何發佈數據一方均無須負責。
7.	CPY reserves the right to amend the above service plans and service charges without further notice. 京華山一保留日後更改以上計劃及服務之權利及收費, 恕不另行通知。
8.	Investment in the financial market involves risks; prices may go up or down. 投資於金融市場具一定風險, 投資價格可升可跌。
9.	Client acknowledges and consents to CPY providing relevant information to the service provider or any relevant third parties for identity verification purposes. 客戶必須同意本公司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。
10.	Client needs to ensure that there is available balance in Futures Account for the fee deduction. If not, there is extra interest for credit balance of the account by CPY. 客戶必須確保期貨戶口內須有足夠資金以扣除報價月費。京華山一有權收取客戶因戶口負數衍生之利息。

Client's Signature 客戶簽署：

Date 日期：

FOR INTERNAL USE ONLY	
Service Activation Date 計劃生效日期：	Reviewed By Customer Services Department 客戶服務部覆核：
AE Name 經紀名稱：	AE Code 經紀編號：



Appendix: SGX SUBSCRIBER AGREEMENT (只提供英文版本)

- (a) The Subscriber shall use the Market Data only in accordance with the provisions of this Subscriber Agreement.
- (b) The Subscriber shall not, without SGX's prior written consent, authorise or allow any modifications to the equipment, apparatus, and wires by which the Market Data is transmitted to the Subscriber directly or indirectly by the Licensee.
- (c) The Subscriber has the authority to bind all its Subscriber Location(s), and shall submit to the Licensee a list of those Subscriber Location(s) and the number of Terminal(s) to be used from time to time and at any time to access Market Data at each such Subscriber Location.
- (d) The Subscriber shall report to the Licensee on a monthly basis the number of Terminals used from time to time and at any time located at each Subscriber Location, including each of the Subscriber's branch offices.
- (e) Any person(s) designated by the Licensee or SGX shall have full and free access to all Subscriber Locations (including the Subscriber's branch offices) and any other premises at which the Market Data is received at any time during normal working hours. Such person(s) shall have the right to observe the use being made of the Market Data and the right to examine and inspect all instruments, apparatus and Terminals used in connection with the receipt, processing or redistribution of Market Data at the particular premises.
- (f) At the request of SGX, the Subscriber shall:
 - (i) complete the Datafeed Control Questionnaire truthfully and accurately and return it to SGX; or
 - (ii) provide SGX with any other information related to its use of the Market Data.
- (g) The transmission of Market Data is conditional upon the Subscriber's strict compliance with the provisions set forth in this Agreement, and the Licensee may, with or without notice to the Subscriber, discontinue transmission of Market Data whenever in the Licensee's judgment there has been any breach by the Subscriber or any entity on whose behalf the Subscriber has entered into this Agreement, of any of the provisions in this Agreement, or whenever directed to do so by SGX.
- (h) The Licensee shall have the right at any time during this Agreement and without cause to stop the dissemination of Market Data to the Subscriber upon being directed by SGX to do so.
- (i) Neither the Licensee nor SGX guarantee the sequence, timeliness, accuracy or completeness of any of the Market Data. Neither the Licensee nor SGX shall be liable for non-performance or interruption of transmission due to any cause whatsoever, including any omission or negligence on the part of the Licensee or SGX. Neither the Licensee nor SGX shall be liable for any reason whatsoever to the Subscriber or to any other person for any delays, inaccuracies, errors or omissions in the Market Data, or in the transmission of such data, or for any damages arising therefrom or occasioned thereby, including economic, financial, material, personal or consequential loss or damage.
- (j) SGX shall not be liable in any way whatsoever to the Subscriber or any other person whatsoever for any economic, financial, material, consequential, or personal losses or damage resulting from actions or decisions based on, or as a result of, Market Data received directly or indirectly from the Licensee.
- (k) The Subscriber shall indemnify each of the Licensee, SGX and their respective officers, employees and agents against all loss, actions, proceedings, costs, claims and damages arising from:
 - (i) any breach by the Subscriber of its obligations under this Agreement;
 - (ii) any reliance by any third party on the Market Data obtained through, or from, the Subscriber's utilisation of the Market Data; or
 - (iii) any defect in or abuse or misuse or failure of operation or performance or breakdown of such equipment or any part(s) of such equipment at any time during the term of this Agreement.
- (l) The Subscriber shall not use or permit the Market Data to be used other than for its own internal purposes, and shall not, and shall not permit any third party to, use or distribute, or purport to use or distribute, the Market Data.
- (m) The Subscriber acknowledges that the Market Data provided to it is confidential and remains the valuable property of SGX. The Subscriber agrees and undertakes that during the term of this Agreement and thereafter, it shall keep confidential, and shall not without the prior written consent of SGX disclose to any third party, the Confidential Information (including the Market Data).



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- (n) The Subscriber shall not, shall not allow any other person to:
 - (i) use the Market Data to compile a stock index on the Singapore stock market or on Derivatives or derivatives quoted or traded on the Singapore Exchange Limited, which would enable or facilitate index based trading to be conducted by any market or person;
 - (ii) use the Market Data to create any derivatives works for any purposes whatsoever;
 - (iii) engage in the operation of any unlawful business nor allow any other unauthorized or unlawful usage of the Market Data in contravention of any terms of this Agreement or any applicable laws, rules and regulations; or
 - (iv) commercially exploit the Market Data in any other manner whatsoever contrary to the intent and spirit of this Agreement.
- (o) SGX shall have the right under the Contracts (Rights to Third Parties) Act Chapter 53B of Singapore to enforce its rights under this Agreement.