

Addendum to Terms and Conditions for Futures and Options Trading in relation to SGX Derivatives Market Direct Feed

This Addendum supplements and amends the Terms and Conditions (“**Terms and Conditions**”) for Futures and Options Trading and the terms defined in the Terms and Conditions have the same meaning in this Addendum. The terms of this Addendum forms part of the Terms and Conditions and are binding on the Customers.

1. The Customer shall use any data disseminated by SGX disclosing, describing, summarising or otherwise commenting on the trading of derivatives contracts (such as price, volume and quotation) (“**Market Data**”) only in accordance with the provisions of this Addendum.
2. The Customer 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 Customer directly or indirectly by CSFHK.
3. The Customer has the authority to bind all its addresses, branches or places in or from which any Terminal is used to retrieve Market Data (“**Subscriber Location(s)**”), and shall submit to CSFHK a list of those Subscriber Locations and the number of terminals to be used from time to time and at any time to access Market Data at each such Subscriber Location.
4. The Customer shall report to CSFHK on a monthly basis the number of terminals used from time to time and at any time located at each Customer Location, including each of the Customer’s branch offices.
5. Any person(s) designated by CSFHK or SGX shall have full and free access to all Subscriber Locations 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.
6. At the request of SGX, the Customer shall:
 - a. complete the Datafeed Control Questionnaire truthfully and accurately and return it to SGX; or
 - b. provide SGX with any other information related to its use of the Market Data.
7. The transmission of Market Data is conditional upon the Customer’s strict compliance with the provisions set forth in this Addendum, and CSFHK may, with or without notice to the Customer, discontinue transmission of Market Data whenever in CSFHK’s judgment there has been any breach by the Customer or any entity on whose behalf the Customer has entered into this Agreement, of any of the provisions in this Addendum, or whenever directed to do so by SGX.
8. CSFHK shall have the right at any time during this Addendum and without cause to stop the dissemination of Market Data to the Customer upon being directed by SGX to do so.
9. Neither CSFHK nor SGX guarantee the sequence, timeliness, accuracy or completeness of any of the Market Data. Neither CSFHK 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 CSFHK or SGX. Neither CSFHK 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.
10. SGX shall not be liable in any way whatsoever to the Customer 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 CSFHK.
11. The Customer shall indemnify each of CSFHK, SGX and their respective officers, employees and agents against all loss, actions, proceedings, costs, claims and damages arising from:
 - a. any breach by the Customer of its obligations under this Addendum;
 - b. any reliance by any third party on the Market Data obtained through, or from, the Customer’s utilisation of the Market Data; or
 - c. 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 Addendum.
12. The Customer 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.
13. The Customer acknowledges that the Market Data provided to it is confidential and remains the valuable property of SGX. The Customer agrees and undertakes that during the term of this Addendum and thereafter, it shall keep confidential, and shall not without the prior written consent of SGX disclose to any third party, any information acquired in connection with this Addendum that is of a confidential or proprietary nature (including the Market Data).
14. The Customer shall not allow any other person to:
 - a. use the Market Data to compile a stock index on the Singapore stock market or on securities 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;
 - b. use the Market Data to create any derivatives works for any purposes whatsoever;
 - c. 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 Addendum or any applicable laws, rules and regulations; or
 - d. commercially exploit the Market Data in any other manner whatsoever contrary to the intent and spirit of this Addendum.
15. SGX shall have the right under the Contracts (Rights to Third Parties) Act Chapter 53B of Singapore to enforce its rights under this Addendum.

期貨及期權買賣條款之附錄 – 有關新加坡交易所衍生產品市場的直接數據傳輸

本附錄是對期貨及期權買賣條款(以下簡稱「條款」)之補充和修訂。本附錄中的辭彙具有條款所賦予之含義。本附錄的條款屬於條款的一部份，並對客戶具約束力。

1. 客戶應遵循本附錄之規定使用由新加坡交易所(以下簡稱「新交所」)披露、形容、概述或以其他方法對衍生產品合約評論之資料(包括價格、數量及報價)(以下簡稱「市場資料」)。
2. 未經新交所書面同意，客戶不得授權或允許任何修改由中信証券期貨香港用於直接或間接向客戶傳輸市場資料的設備、儀器和纜線的行為。
3. 客戶有權監控其使用終端的所有地址、分行及位置(以下簡稱「所在地」)；客戶須向中信証券期貨香港提交地點列表及不同時段各個所在地的終端使用數量。
4. 客戶須每月向中信証券期貨香港報告各個所在地的終端使用數量，包括各分支機構。
5. 任何由中信証券期貨香港或新交所指定的人有權進入客戶的所在地和其他在正常工作時段接收市場數據的場所。指定人員有權查看市場資料的使用情況，檢查用於接收、處理和分配市場資料的儀器、設備和終端。
6. 根據新交所的要求，客戶須：
 - a. 如實、準確地完成數據傳送管制調查問卷並送交新交所；或
 - b. 向新交所提供與使用市場數據相關的資料
7. 傳送市場數據的情況取決於客戶是否嚴格遵守本協議的規定。如中信証券期貨香港認為客戶或任何客戶代表者違反了本協議的規定，或由新交所指示，中信証券期貨香港可在不通知客戶的情況下中止傳送市場數據。
8. 中信証券期貨香港在本協議執行期間，有權在新交所指示下自行終止向客戶傳送市場資料。
9. 中信証券期貨香港或新交所均不保證市場數據的連續性，及時性，準確性或完整性；中信証券期貨香港或新交所無需就任何原因引發的未履行或中斷傳送承擔責任，包括中信証券期貨香港或新交所的任何遺漏或疏忽；中信証券期貨香港或新交所無需就市場數據的延遲、不精確、錯誤或遺漏，或在資料傳送過程中或由資料傳送導致的損害承擔責任，損害包括經濟、金融、物質、個人或間接的損失或損害。
10. 新交所無需就直接或間接接收市場數據所引起的任何經濟、金融、物質、個人或間接的損害或損失承擔責任。
11. 客戶須向中信証券期貨香港、新交所及相關管理人員、雇員和代理人彌償就下述情況所導致的所有損失、訴訟、法律程序、費用、索賠和損害：
 - a. 違反了載於本附錄的義務；
 - b. 第三方依賴客戶所使用或獲取之市場數據；或
 - c. 在本附錄相關協議有效期內，相關設備之濫用、誤用、不當操作或故障。
12. 客戶不得在內部用途之外使用市場數據，且不得允許第三方使用或散播市場數據。
13. 客戶知悉市場數據為機密信息，其產權仍歸屬於新交所。客戶同意並承諾在本附錄執行期間，確保數據處於保密狀態，且不得在未經新交所事先書面同意的情況下，向第三方披露與本附錄相關之任何機密信息(包括市場數據)。
14. 客戶不得，且不得允許他人：
 - a. 利用市場數據編制關於新加坡市場、或在新交所交易或報價的證券或衍生工具之股票指數，從而促進基於該指數的市場或個人交易；
 - b. 出於任何目的，利用市場數據創造衍生性作品；
 - c. 從事任何非法商業活動，或在任何未經授權或違反本附錄或任何法例、規則及規章的情況下允許使用市場數據；或
 - d. 以任何其他違反本附錄意圖和精神的方式，將市場數據作商業之用。
15. 根據新加坡合同(第三方權利)法第 53B 章，新交所享有執行本附錄中所列權利的權利。