



Account No.: _____

**AGREEMENT FOR
MARKET DATA DISPLAY SERVICES
市場數據顯示服務協議**

The Hongkong and Shanghai Banking Corporation Limited ("HSBC") ("Vendor") agrees to make "Market Data" available to you pursuant to the terms and conditions set forth in this agreement. By executing this Agreement in the space indicated below, you ("Subscriber") agree to comply with those terms and conditions.

香港上海滙豐銀行有限公司「滙豐」（下稱「供應商」）同意根據本協議所載的條款和條件向閣下提供「市場數據」。透過於下文所列位置簽署本協議，閣下（下稱「訂戶」）「訂戶」同意遵從此等條款和條件。

**TERMS AND CONDITIONS OF GENERAL APPLICABILITY
一般適用條款和條件**

1. MARKET DATA DEFINITION – For all purposes of this Agreement, "Market Data" means (a) last sale information and quotation information relating to securities that are admitted to dealings on the New York Stock Exchange ("NYSE"), (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an "Authorizing SRO") may make available and as the NYSE may from time to time designate as "Market Data"; and (c) all information that derives from any such information.

1. 市場數據的定義 — 就本協議而言，「市場數據」是指(a)有關獲准在紐約證券交易所（下稱「紐約證券交易所」）買賣的證券的最新出售資料和報價資料；(b)在美國註冊的各個全國性證券交易所和全國性證券協會（各稱為「授權自律監管組織」）提供且可由紐約證券交易所不時指定為「市場數據」的債券和其他股權的最新出售資料和報價資料以及指數和其他市場資料；以及(c)所有由任何上述資料衍生出來的資料。

2. PROPRIETARY NATURE OF DATA – Subscriber understands and acknowledges that each Authorizing SRO and Other Data Disseminator has a proprietary interest in the Market Data that originates on or derives from it or its market(s).

2. 數據的所有權性質 — 訂戶明白並承認，每一授權自律監管組織及其他數據發佈者擁有源自其本身或其市場或由其本身或其市場衍生出來的市場數據的所有權益。

3. ENFORCEMENT – Subscriber understands and acknowledges that (a) the Authorizing SROs are third-party beneficiaries under this Agreement and (b) the Authorizing SROs or their authorized representative(s) may enforce this Agreement, by legal proceedings or otherwise, against Subscriber or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates. Subscriber shall pay the reasonable attorney's fees that any Authorizing SRO incurs in enforcing this Agreement against Subscriber.

3. 強制執行 — 訂戶明白並承認：(a)授權自律監管組織是本協議下的第三方受益人，並且(b)授權自律監管組織或其獲授權代表可透過法律程序或其他途徑對訂戶或並非按本協議規定取得根據本協議所提供的市場數據的任何人士強制執行本協議。任何授權自律監管組織針對訂戶強制執行本協議所招致的合理律師費，應由訂戶支付。

4. DATA NOT GUARANTEED – Subscriber understands that no Authorizing SRO, no other entity whose information is made available over the Authorizing SROs' facilities (an "Other Data Disseminator") and no information processor that assists any Authorizing SRO or Other Data Disseminator in making Market Data available (collectively, the "Disseminating Parties") guarantees the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any Disseminating Party. Neither Subscriber nor any other person shall hold any Disseminating Party liable in any way for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any Disseminating Party, to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of any Disseminating Party.

4. 資料不獲保證 — 訂戶明白，任何授權自律監管組織、透過授權自律監管組織的設施提供資料的任何其他團體（下稱「其他數據發佈者」）以及協助任何授權自律監管組織或其他數據發佈者提供市場數據的任何資料處理者（三者統稱「發佈者」）均不對市場數據或任何發佈者發佈的其他市場資料或資訊的及時、有序、準確或完整作任何擔保。訂戶及任何其他人士均不得以任何形式要求發佈方就以下各項承擔法律責任：(a)(i)任何該等數據、資料或訊息或(ii)任何數據、資料或訊息的傳送或發送，出現任何不準確、錯誤、延遲或遺漏，或(b)由於任何發佈方的任何疏忽作為或不作為，或「不可抗力」（如水災、特殊天氣情況、地震或其他天災、火災、戰爭、暴動、動亂、勞資糾紛、意外、政府行動、通訊或電力故障、設備或軟件失靈），或超出任何發佈方合理控制範圍的任何其他原因，導致(i)任何該等數據、資料或訊息不準確、錯誤、延遲或遺漏；(ii)未履行或(iii)中斷，因而引致或造成任何損失或損害。

5. PERMITTED USE – Subscriber shall not furnish Market Data to any other person or entity. If Subscriber receives Market Data other than as a Nonprofessional Subscriber, it shall use Market Data only for its individual use in its business.

5. 許可使用 — 訂戶不得將市場數據提供予任何其他人士或團體。若訂戶以非專業訂戶之外的身份獲得市場數據，則市場數據僅提供訂戶在其業務中獨自使用。

6. DISSEMINATION DISCONTINUANCE OR MODIFICATION – Subscriber understands and acknowledges that, at any time, the Authorizing SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages that may arise therefrom.

6. 發佈中止或修改 — 訂戶明白並承認，在任何時候，授權自律監管組織可中止發佈任何類別的市場數據，改變或取消任何傳送方式，以及改變傳送速度或其他訊號特性。授權自律監管組織不對可能由此引起的任何法律責任、損失或損害負責。

7. DURATION; SURVIVAL – This Agreement remains in effect for so long as Subscriber has the ability to receive Market Data as contemplated by this Agreement. In addition, Vendor may terminate this Agreement at any time, whether at the direction of the Authorizing SROs or otherwise. Paragraphs 2, 3 and 4, and the first two sentences of Paragraph 8, survive any termination of this Agreement.

7. 期限及有效期 — 只要訂戶有能力收取本協議所述的市場數據，本協議仍然有效。此外，不管是否經授權自律監管組織指示，供應商可以隨時終止本協議。第2段、第3段、第4段以及第8段首兩句的規定將在本協議終止後繼續有效。

8. MISCELLANEOUS – The laws of the State of New York shall govern this Agreement and it shall be interpreted in accordance with those laws. This Agreement is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act. This writing contains the entire agreement between the parties in respect of its subject matter. Subscriber may not assign all or any part of this Agreement to any other person. The person executing this Agreement below represents and warrants that he or she has legal capacity to contract and, if that person is executing this Agreement on behalf of a proprietorship or a business, partnership or other organization, represents and warrants that he or she has actual authority to bind the organization.

8. 其他規定 — 本協議受紐約州法律管轄並根據紐約州法律詮釋。本協議受《1934年證券交易法》及據該法頒布的規則以及根據該法訂立的聯合行業計劃所規限。本協議載有各方之間有關本協議的事宜之完整協議。訂戶不得向任何其他人士轉讓本協議的所有或任何部分。在下文表示表明同意本協議的人士陳述並保證其擁有法律行為能訂立合約，而如果該名人士是代表某一獨資經營者、商號、合夥或其他組織表明同意，則該名人士陳述並保證其擁有實際權力約束該組織。

* * *

ACCEPTED AND AGREED: I, the "Subscriber" to which the preceding terms and conditions refer, acknowledge that I have read the preceding terms and conditions, that I understand them and that I hereby agree to comply with those terms and conditions.

確認及同意：本人（即上述條款和條件所指「訂戶」）承認，本人已閱覽上述條款和條件，本人已理解此等條款和條件，本人謹此同意遵守此等條款和條件。

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of

_____, 20__.

各方於二零__年_____簽訂本協議，立此為憑。

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SUBSCRIBER訂戶

VENDOR供應商

(Name of Subscriber 訂戶姓名)

_____ HSBC滙豐
(Name of Vendor 供應商名稱)

By 簽署：_____ 

By 簽署：_____

Name 姓名：_____ 

Name 姓名：_____

Title 職銜：_____

Title 職銜：_____

Date 日期：_____ 

Date 日期：_____