

TD Ameritrade Futures & Forex LLC
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In case of any discrepancy between the English and Chinese version of this agreement, the English version shall prevail.

THIS ADDENDUM is entered into this date, by and between the below-listed subscriber ("Subscriber"), the below-listed vendor ("TD Ameritrade Futures & Forex LLC," or "TD Ameritrade Futures & Forex") and each of the exchanges designated below ("Exchanges").

若此協議的英文與中文版本內容有任何差異，以英文版本為準。

本附錄由下列用戶（“用戶”）、下列服務供應商（“TD Ameritrade Futures & Forex LLC” 或 “TD Ameritrade Futures & Forex”）與如下每個指定的交易所（“交易所”）於此日期簽訂。

Vendor:
服務供應商：**TD Ameritrade Futures & Forex LLC**

Subscriber:
用戶：

Address (City, State, Zip below Address):
地址（下方地址城市、州、郵編）：

Exchanges: **Chicago Mercantile Exchange (CME), NYMEX, CBOT, COMEX (div. of NYMEX), KCBOT, ICE U.S., ICE EUROPE,**
交易所：**Cboe Futures Exchange (CFE)**

1. DEFINITIONS 定義

- (a) "Device" means any unit of equipment, fixed or portable, that receives, accesses, or displays Market Data in visible, audible, or other comprehensible form.
- (a) “設備”是指以可視、可聽或者其他可理解的形式接收、存取或顯示市場數據的任何固定或可攜式設備。
- (b) "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.
- (b) “不可抗力事件”是指任何水災、反常的天氣狀況、地震或其他天災、火災、戰爭、恐怖、暴動、暴亂、勞資糾紛、意外事故、政府行為、通訊或電力中斷、設備或軟件故障。
- (c) "Person" Person means any natural person, proprietorship, corporation, partnership, limited-liability-company, or other organization.
- (c) “人”是指任何自然人、獨資企業、公司、合夥人、有限責任公司或其他組織。
- (d) "Market Data" means information and data pertaining to futures contracts and options contracts or similar derivative instruments traded on the Exchanges as well as associated index data, that includes, without limitation, opening and closing range prices, high-low prices, settlement prices, current bid and ask prices, last sale prices, price limits, requests for quotations, estimated and actual contract volume data, text messages pertaining to market activity, contract specifications, fast or late messages and, as determined by each of the Exchanges, may include information respecting exchange-for-physical (EFP) or against actuals (AA) transactions. With respect to Subscriber's obligations under this addendum, Market Data includes information, data, and materials that are derived from the foregoing and that convey information to Subscriber that is substantially equivalent to Market Data.
- (d) “市場數據”是指在交易所交易的期貨合約、期權合約或者類似衍生工具相關信息及數據以及相關指數數據，包括但不限於開盤及收盤範圍的價格、最高價及最低價、結算價、現時買方價和賣方價、最新出售價格、價格限制、報價要求、預計及實際合約成交量數據、市場活動相關文字消息、合約細則、快速或延遲訊息。根據各交易所決定，可能包括以期貨轉現貨(EFP)或以期貨兌現金(AA)交易的相關信息。根據用戶在本附錄下的義務，市場數據包括上述內容，以及向用戶傳遞與市場數據基本相同的信息、數據和材料。



2. PROPRIETARY RIGHTS IN THE MARKET DATA 市場數據專有權

- (a) Subscriber acknowledges and agrees that each of the Exchanges has exclusive and valuable property rights in and to its own Market Data, that such Market Data constitute valuable confidential information, trade secrets, and/or proprietary rights of each of the Exchanges, not within the public domain, that such Market Data shall remain valuable confidential information, trade secrets, and/or proprietary rights of each of the Exchanges at least until the Exchanges place their respective Market Data in the public domain or authorize placement of their respective Market Data in the public domain, and that, but for this Addendum, Subscriber would have no rights or access to such Market Data. Whether or not a particular Exchange has placed its Market Data in the public domain or has authorized the placement of its Market Data in the public domain shall be determined according to the terms of such Exchange's agreement with Vendor, which agreement is described in Section 3(a).
- (b) 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 each of the Exchanges for which money damages would be an inadequate remedy. Accordingly, Subscriber further acknowledges and agrees that each of the Exchanges 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 this Addendum (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.
- (a) 用戶認可並同意，各交易所對自有市場數據擁有專屬的有值產權，相關市場數據構成各交易所的有值機密信息、商業秘密和/或專有權利，不屬公共領域，且此類市場數據將仍屬於各交易所的有值機密信息、商業秘密和/或專有權利，最少直至交易所將各自市場數據放諸公共領域或授權將各自市場數據放諸公共領域為止，但是對於本附錄，用戶不對相關市場數據享有任何權利或存取機會。無論特定交易所是否將市場數據存放於公共領域或授權將市場數據存放於公共領域，視乎相關交易所與服務供應商之間的協議條款而定，相關協議說明於第3(a)條。
- (b) 用戶認可並同意，披露任何市場數據，或者違反或威脅違反本協議中的任何其他契約或協議，均會對各交易所造成不可以金錢賠償之損害。因此，用戶進一步認可並同意，除了且不限於可能獲得的任何其他法定或公平賠償方式，對於違反或威脅違反本附錄的任何條文、規定或契約(包括但不限於披露或威脅披露任何市場數據)各交易所均獲得特定履行，禁制及其他公平賠償。

3. RECEIPT OF MARKET DATA BY SUBSCRIBER 用戶接受市場數據

- (a) Vendor and Subscriber have entered into an agreement by which Vendor will, among other things, provide Subscriber with Market Data. Vendor has entered into agreements with each of the Exchanges whereby Vendor has been granted the right to receive Market Data and to retransmit the same to Subscriber. This Addendum to the agreement between Vendor and Subscriber sets forth the terms and conditions upon which Subscriber may receive and use Market Data. Subscriber acknowledges that, notwithstanding such agreement, each of the Exchanges may, in its discretion, discontinue disseminating its own Market Data or change or eliminate its own transmission method, speed, or signal characteristics. In addition, Subscriber acknowledges and agrees that the Exchanges reserve the right to disapprove any Subscriber and retain the right to direct Vendor to terminate any Subscriber's receipt of Market Data for any reason or no reason, in which event the Exchanges shall so notify Vendor and Vendor shall cease providing Market Data to Subscriber as soon as practicable.
- (b) (1) Except as provided in (2) below, Subscriber will use Market Data only for its own internal business activities and only at the offices and locations and on the Devices designated by Subscriber in writing to Vendor 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, of commodity futures contracts, options on commodity futures contracts, or similar derivative instruments, or (b) evaluating, for its own internal business decisions or advice to its customers, the movements or trends in markets for commodity futures contracts, options on commodity future contracts, or like derivative instruments, subject to all of the limitations set forth below in this subparagraph as to the telephonic disclosure to customers of a necessary and de minimis number of segments of Market Data.) 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
- (a) 服務供貨商及用戶已簽訂協議，除其他事項外，服務供貨商將提供用戶相關市場數據。服務供貨商已與每個交易所簽訂協議，服務供應商有權收集市場數據並重新發送給用戶。本附錄由服務供貨商與用戶達成協議，規定了用戶可以接收並使用市場數據的條款和條件。用戶了解，即使存在本協議，各交易所均可自行酌情決定，停止傳播其市場數據，或改變或清除其自己的傳輸方式、速度或信號特性。此外，用戶了解並同意，交易所保留不批准任何用戶以及指示服務供貨商因故或無故終止任何用戶收集市場數據的權利，交易所應通知服務供貨商，而服務供貨商應盡快停止向用戶提供市場數據。
- (b)(1) 除下文第(2)條規定之外，用戶僅可將市場數據用於其自身的內部業務活動，而且僅在用戶不定時以書面形式向服務供貨商所指定的辦公室場所、地點或設備上使用。(本文前一句所述的“自身的內部業務活動”一詞是指用戶(a)是為自身賬戶或客戶賬戶買賣商品期貨合約、商品期貨合約期權或類似衍生工具，或(b)為了自身的內部業務決策或向客戶提供諮詢意見，而評估商品期貨合約、商品期貨合約期權或類似衍生工具的市場動向或趨勢，上述活動均受本分段下文中，針對通過電話向客戶披露必要及最小部分市場數據的所有限制約束。)

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 paragraph 7 herein or otherwise set forth in this Addendum, that Subscriber shall not use or permit another person to use any Market Data for the purposes of determining or arriving at any price, including any settlement prices, for commodity futures contracts, options on commodity futures contracts, or like derivatives instruments traded on any exchange other than the Exchanges. Subscriber will abide by any other limitations on such use that any of the Exchanges may specify. 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. (2) Notwithstanding (1) above, Subscriber may, in the regular course of its business, occasionally furnish, to each of its customers, branch offices, and guaranteed introducing brokers, in a quantity restricted to that necessary to enable Subscriber to conduct its business, a de minimis number of segments of 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 this Addendum. Notwithstanding the foregoing, in the event that a Subscriber is a newspaper which reports on, among other things, exchanges on which commodity futures contracts or options on commodity futures are traded, such Subscriber shall be permitted to publish, in its newspaper published for the day following the receipt by such Subscriber of the Market Data, the Market Data received by Subscriber from Exchanges on the day prior to such publication.

- (c) In the event that Vendor has agreed to permit Subscriber to receive, access, or display Market Data through means other than a Vendor-provided Device, such as by means of: (i) the Internet, any Intranet, or any other type of network; (ii) portable Devices (for example, pocket pagers, personal digital assistants, laptop computers, etc.); and (iii) synthesized voice responses over telephones, Subscriber will use its best efforts to ensure that no other device, attachment, or apparatus is used which may allow third parties not subject to Subscriber's reporting obligations under Section 3(b) above to access the Market Data.

4. REPORTING 報告

Subscriber agrees to furnish promptly to Vendor any information or reports that may be required by any of the Exchanges as applicable and that is reasonably related to Subscriber's receipt of Market Data. Subscriber further agrees to furnish promptly to Vendor any additional information or reports that may be required by the agreement between Vendor and Subscriber referred to in Section 3(a) as it relates to Subscriber's receipt of Market Data.

用戶同意不會傳遞或提供，亦不允許以任何其他形式傳遞或提供市場數據予上述指定以外的任何辦公場所或地點，亦不會允許任何其他方直接或間接從相關辦公場所或地點取得任何市場數據，而且將採用並執行止市場數據被拿走的任何合理政策。用戶明確同意，在不限制或變更其在本附錄第7段或其他條款項下的義務的同時，用戶不得使用亦不允許他人將任何市場數據用於決定或得出商品期貨合約、商品期貨合約期權，或在交易所以外交易的類似衍生投資工具等的任何價格和結算價格。用戶將遵守交易所對相關使用規定的任何其他限制。用戶將盡最大努力確保合夥人、主管、董事、員工及代理人保持唯一控制與實際持有權，且僅能通過用戶持有設備接收到市場數據。(2) 儘管有上文(1)的規定，用戶可以在正常業務過程中，偶爾向其每一位客戶、分行及擔保介紹經紀商，提供使用戶可以進行業務所必需的最小部分市場數據。上述再傳播必須嚴格限於不涉及使用計算機合成語音或任何其他技術的電話通訊，並且必須完全與用戶或任何相關接收方的交易活動相關。用戶應告知任何相關接收方，上述部分數據為專有的機密數據，不得向其他人或單位披露或傳播。用戶同意盡一切合理努力，確保相關接收方遵循本附錄規定。儘管有上述規定，若用戶為報社，且報導商品期貨合約或商品期貨合約期權交易所等事宜，應允許該用戶於第二天在其報紙上發布他們收到的市場數據，以及用戶在刊登前一日從交易所收到的市場數據。

- (c) 在服務供貨商同意允許用戶以服務供貨商提供之設備以外方式接收、存取或顯示市場數據的情況下，例如：(i) 互聯網、任何內部網絡或任何其他類型網絡；(ii) 可攜式設備(例如，小型傳呼機、掌上電腦、筆記本電腦等)；以及(iii) 語音合成電話通，則用戶將盡一切努力確保不使用可能允許第三方不受上文第3(b)條的用戶通報責任限制的其他設備、附件或裝置，獲取市場數據。

用戶同意及時向服務供貨商提交各交易所(如適用)可能要求且與用戶接收市場數據合理相關的任何信息或報告。用戶進一步同意及時向服務供應商提交服務供貨商與用戶之間協議第3(a)條所規定且與用戶接收市場數據相關的任何額外信息或報告。

5. RIGHT OF INSPECTION AND AUDIT 檢查及審核權

During regular business hours, any Persons designated by any 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(b) and 4 in connection with its receipt and use of Market Data. Subscriber will make prompt adjustment (including interest thereon at the rate of 1½% per month), through Vendor, to compensate any Exchange that 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. Subscriber shall maintain the records and books upon which it bases its reporting for CBOE, CBOT, CME, CFE, or KCBOT Market Data for three (3) years following the period to which the records relate. Subscriber shall maintain the records and books upon which it bases the reporting for NYMEX, COMEX, ICE US and ICE EUROPE Market Data for six (6) years following the period to which the records and books relate. In the event that Subscriber fails to retain such records and books as required above, Subscriber agrees to pay each Exchange's reasonable estimate of any discrepancy discovered pursuant to any such audit.

在正常營業時間內，任何交易所指定的人士可能有權進入用戶的辦公場所或地點，以觀察市場數據的使用情況並審查和檢查任何設備、附件或裝置，以及用戶在第3(b)條及第4條規定下，必須就相關接收及使用市場數據的情況維持所有賬簿及記錄。如果有發現用戶少報市場數據用量，用戶將作出及時調整(包括每月1½%的利息)，通過服務供貨商對交易所作出補償。此外，如任何審核發現用戶實際應付交易所費用有百分之五(5%)或以上的差異，該交易所可選擇由用戶承擔該次審核的合理費用。對於相關報告芝加哥期權交易所(CBOE)、芝加哥商品交易所(CBOT)、芝加哥商業交易所(CME)或堪薩斯交易所(KCBOT)市場數據所據記錄及賬簿，用戶應在相關記錄所涉期間之後保存三(3)年。對於相關報告紐約商品交易所(NYMEX)、紐約金屬交易所(COMEX)、美國州際交易所(ICE US)及歐洲州際交易所(ICE EUROPE)市場數據所據記錄及賬簿，用戶應在相關記錄及賬簿所涉期間之後保存六(6)年。如果用戶未按上述要求保存相關記錄及賬簿，則用戶同意支付各交易所上述任何於審核時發現的合理估算差額。

6. EXCHANGE FEES 交易所費用

Subscriber will pay Vendor (unless Vendor has assumed Subscriber's payment obligations hereunder), for and on behalf of each of the Exchanges (as applicable), for the right to receive Market Data in accordance with the then-current fee schedule published by each of the Exchanges from time-to-time (including any and all applicable federal, state, or local taxes). Each Exchange's fees are subject to modification by each of them at any time, without prior notice to Subscriber. In addition, Subscriber agrees to pay Vendor any penalties assessed against Subscriber by Vendor on behalf of any Exchange. Nothing herein shall limit a Vendor's obligation pursuant to separate agreement between Vendor and any of the Exchanges (as applicable) to pay Exchange fees.

用戶將按照各交易所不定時公布的當前收費表(包括任何及所有適用的聯邦、州或地方稅項)，就相關接收市場數據的權利，支付費用予代表各交易所(如適用)的服務供貨商(除非服務供貨商已承擔用戶於本協議內的付款責任)。各交易所可隨時變更費用，無須事先通知用戶。此外，用戶同意支付服務供貨商代表任何交易所對用戶評估的任何罰款。本協議不得限制服務供貨商根據與任何交易所(如適用)之間個別協議應支付交易所費用的責任。

7. COVENANTS, REPRESENTATIONS, AND WARRANTIES OF SUBSCRIBER 用戶的承諾、聲明及保證

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 from a Vendor that is authorized by the Exchanges to distribute the Market Data. Subscriber agrees that it will not use or permit any other Person to use Market Data for any illegal purpose. Subscriber agrees that it will not use Market Data in any way to compete with the Exchanges or Vendor, nor use the Market Data in any way so as to assist or allow a third party to compete with the Exchanges or Vendor. Subscriber agrees that the provision of Market Data by the Exchanges hereunder is conditioned upon Subscriber's strict compliance with the terms of this Addendum and that Vendor 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, or whenever directed to do so by any of the Exchanges.

用戶承諾、聲明並保證並未從事分銷市場數據業務，並且在經合理查詢後，據實以告，相關接收的市場數據為服務供貨商經交易所授權發布。用戶同意不會也不允許其他人將市場數據用於任何非法目的。用戶同意不會以任何方式使用市場數據與交易所或服務供貨商競爭，也不會以任何方式使用市場數據以協助或允許第三方與交易所或服務供貨商競爭。用戶同意在本附錄規定下，交易所提供市場數據的前提條件為用戶嚴格遵守本附錄條款，且無論服務供貨商有無通知或有無原因，均可自行判斷用戶如有違背或違反本附錄規定情況或經任何交易所指示下，立即停止上述服務。

8. DISCLAIMER OF WARRANTIES 免責聲明

SUBSCRIBER AGREES THAT NEITHER VENDOR NOR THE EXCHANGES MAKE ANY REPRESENTATION 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, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

用戶同意，服務供貨商及交易所無需就市場數據或傳輸、實時性、準確性或完整性作出任何明示或暗示的聲明或保證，包括但不限於任何暗示保證或對於適銷性、質量或適合特定目的的任何保證，以及法規或其他法律下產生的保證，或者因任何交易過程或行業慣例而產生的保證。

9. LIMITATIONS OF LIABILITY AND DAMAGES 責任及損害賠償限制

Subscriber agrees that: (i) the provision of Market Data is made with equipment, communications devices, and/or leased lines not owned or operated solely by Vendor or the Exchanges; (ii) neither Vendor nor the Exchanges, nor their respective members, directors, officers, employees, or agents, guarantees 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 beyond their reasonable control; and (iii) if the foregoing disclaimer and limitation of liability should be deemed invalid or ineffective by a court of competent jurisdiction, neither Vendor nor the Exchanges, nor their respective members, directors, officers, employees, or agents shall be liable for any of the foregoing beyond the actual amount of loss or damage, or the sum of fifty dollars (\$50.00), whichever is less.

用戶同意：(i)市場數據是由非服務供貨商或交易所擁有或單獨運作的設備、通訊裝置和/或租用線路提供；(ii)服務供貨商及交易所，及各自成員、董事、主管、員工及代理人概不保證市場數據的順序、準確性或完整性，也不就市場數據或其傳輸的任何延遲、不準確、錯誤或遺漏，或者因用戶接收或使用市場數據而產生的任何其他損害，針對用戶或任何其他人士承擔責任，不論該損害是否因其疏忽、不可抗力事件或者非可能合理控制的其他原因所引致；且(iii)如果上述免責聲明及限制被具司法管轄權法庭視為無效或無作用，則服務供貨商及交易所及各自的成員、董事、主管、員工及代理人概不就上述事宜負責超過損失或損害實際金額，或總額超過五十美元(\$50.00)的金額，以較低者為準。

10. TERMS AND TERMINATION 期限與終止

Subject to Subscriber's strict compliance with the provisions of this Addendum, the provision of Market Data by any of the Exchanges hereunder will continue in force during the term of the agreement between Subscriber and Vendor and any renewal term thereof. In addition, it is understood that the provisions set forth in paragraphs 2(a) and 2(b) of this Addendum shall survive the termination of this Addendum.

在用戶恪守本附錄規定的前提下，任何交易所將於用戶與服務供貨商間的協議期限及任何續期內，依循本附錄持續提供市場數據。此外，本附錄第2(a)及2(b)段所載條文，於本附錄終止後仍然有效。

11. INDEMNIFICATION 賠償

Subscriber will indemnify, defend, and hold Vendor and the Exchanges, and their respective members, directors, officers, employees, and agents harmless from and against any and all claims arising out of or in connection with this Addendum, 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.

對因本附錄引起的或者與本附錄有關的一切索賠，包括但不限於因用戶在本附錄項下所須保存的任何報告或記錄中，存在任何錯誤或遺漏，或者因用戶未能或延遲提交或保存相關報告或記錄而導致的任何責任、損失或損害(包括但不限於律師費及其他費用)，用戶將向服務供貨商、交易所及各自的成員、董事、主管、員工及代理人作出賠償、辯護，並且保障不受損害。

12. MISCELLANEOUS 其他規定

In case of any breach by Subscriber of its obligations hereunder, each of the Exchanges will be considered to be a third-party beneficiary of this Addendum and may bring an action to enforce its terms directly against Subscriber. Any action arising out of this Addendum between the CFE, CBOT, or CME and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois. Any action arising out of this Addendum between the KCBOT and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Missouri. Any action arising out of this Addendum between NYMEX, COMEX, ICE U.S., or ICE EUROPE and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of New York. Subscriber may not assign all or any part of this Addendum without the prior written consent of the Exchanges (as applicable). Neither Vendor nor Subscriber may modify or amend the terms of this Addendum. In the event of any conflict between the terms and conditions of this Addendum and any other agreement relating to Subscriber's receipt and use of Market Data, including, without limitation, the agreement between Vendor and Subscriber referred to in Section 3(a), the terms and conditions of this Addendum will prevail. If, for any reason, one or more provisions of this Addendum is held invalid, the other provisions of the Agreement shall remain in full force and effect.

用戶如違反於本附錄下的責任，各交易所將視為本附錄第三方受益人，並可以直接起訴相關用戶以履行條款。由本附錄所引起在芝加哥期貨交易所(CFE)、芝加哥商品交易所(CBOT)或芝加哥商業交易所(CME)與用戶之間的任何訴訟，均受伊利諾伊州的州內法(而非沖突法)的管轄及釋義。由本附錄所引起的堪薩斯交易所(KCBOT)與用戶之間的任何訴訟，均受密蘇里州的州內法(而非沖突法)的管轄及釋義。由本附錄所引起的紐約商品交易所(NYMEX)、紐約金屬交易所(COMEX)、美國國際交易所(ICE US)或歐洲州際交易所(ICE EUROPE)與用戶之間的任何訴訟，均受紐約州的州內法(而非沖突法)的管轄及釋義。未經交易所事先書面同意，用戶不得轉讓本附錄的全部或任何部分(如適用)。服務供貨商及用戶均不得修改或修訂本附錄的條款。如果本附錄的條款及條件與關於用戶接收及使用市場數據的任何其他協議(包括但不限於第3(a)條所述服務供貨商與用戶之間的協議)的條款及條件存在任何衝突，則將以本附錄的條款及條件為準。如因任何原因，本附錄的一項或多項條款被判定為無效，本協議的其他條款仍具完全效力及作用。

BY SIGNING BELOW, YOU AGREE THAT THE FOLLOWING IS TRUE: (1) YOU REPRESENT THAT YOU HAVE ACTUAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUBSCRIBER; (2) THAT YOU HAVE READ THE TERMS STATED ABOVE; (3) YOU UNDERSTAND THE TERMS STATED ABOVE; (4) A PRINTOUT OF THE TERMS STATED ABOVE WILL CONSTITUTE A "WRITING" UNDER ANY APPLICABLE LAW OR REGULATION; AND (5) YOU AGREE TO ABIDE BY ALL THE TERMS OF THE AGREEMENT STATED ABOVE.

經由下方簽署，您同意以下事項：(1)您聲明有實際權限代表用戶簽訂本協議；(2)您已閱讀上述條款；(3)您理解上述條款；(4)上述條款印刷本將構成任何適用法律例或法規所定之"書面"；及(5)您同意遵守本協議上述所有條款。

Investment Products:

Not FDIC Insured * No Bank Guarantee * May Lose Value

投資產品:

非FDIC保險 * 非銀行保證 * 可能會損失價值

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