

臺灣證券交易所股份有限公司供給使用交易資訊契約

Taiwan Stock Exchange Corporation Agreement on Supply and Use of Trading Information

臺灣證券交易所股份有限公司（以下簡稱甲方）與_____（以下簡稱乙方），茲為甲方供給乙方交易資訊及其附屬設備之使用，特依甲方「交易資訊使用管理辦法」有關之規定，訂立本契約，雙方約定條款如下：

This Agreement, entered into this ____ day of _____, 200__, by and between Taiwan Stock Exchange Corporation (hereinafter referred to as "Party A") and _____ (hereinafter referred to as "Party B") pursuant to the "Regulations Governing the Use of Trading Information" stipulated by Party A for the provision by Party A of trading information and its ancillary equipment for the use of Party B. The parties have agreed to abide by the following terms and conditions:

第一條

自本契約簽訂生效後，乙方有使用甲方提供交易資訊之權利，並應遵守主管機關之有關法令及甲方「交易資訊使用管理辦法」與其他相關章則、函示、公告之規定暨繳付費用或權利金之義務。

自簽約後，前項有關之法令、辦法、章則、函示、公告規定事項如有修正，甲方有告知乙方之義務，乙方有應及時配合遵守之義務。

Article 1

After this Agreement has been executed and effective, Party B shall have the right to use the trading information provided by Party A and shall observe the relevant laws and regulations stipulated by the competent authority, the "Regulations Governing the Use of Trading Information" of Party A and the provisions of other relevant rules, circular letters and public announcements and shall be obligated to pay fees or royalties.

Where there is any amendment to the relevant provisions of any laws, regulations, rules, circular letters or public announcements subsequent to the execution of this Agreement, Party A shall be obligated to notify Party B, and Party B shall be bound to observe such amendment in a timely manner.

第二條

甲方依本契約提供乙方之交易資訊及軟硬體設備，其所有權及其他相關權利均屬甲方所有，乙方非經甲方同意，不得加以轉接、再發放、複製、出借、出租或出售該交易資訊予第三人，或將該交易資訊及其裝置設備加以改裝、增添、擴充、刪減、毀損或為其他一切之變更。

未經甲方同意，乙方及其用戶不得將甲方之交易資訊另行取樣並編製指數、其他衍生性之商品或將之傳送予第三人；若有違反，甲方得終止本契約或請

乙方停止傳輸資訊予該用戶。

Article 2

The ownership and other related rights over any trading information and computer software and hardware equipment provided by Party A to Party B in accordance with this Agreement shall belong to Party A. Unless otherwise agreed by Party A, Party B shall not relay, retransmit, reproduce, lend, lease or sell to any third party such trading information, nor shall Party B modify, make addition to, expand, delete from or destroy, damage or make any other alteration of such trading information and/or its devices and equipment.

Unless otherwise agreed by Party A, Party B and its users shall not use the trading information of Party A for compiling indexes or for devising other derivative products, nor shall Party B transmit such trading information to third persons. In case of any violation, Party A may terminate this Agreement or request that Party B ceases transmitting trading information to such user.

第三條

甲方同意乙方自行發展處理交易資訊有關之軟硬體設備，惟為維護證券市場之健全及交易資訊之安全，甲方得限制之；且乙方對其自行發展處理後之交易資訊內容應具有正確性，並自負完全法律責任。

乙方對於自行發展處理後之交易資訊畫面，應明顯標示乙方名稱或足資區別之服務標章，及本資訊內容係經乙方處理提供之說明，並加註「資訊來源：臺灣證券交易所「TWSE」字樣。

為便於資訊內容之管理，乙方以「數據專線（含撥接線路）、有線電視纜線或虛擬專用網路(VPN)」等方式傳輸交易資訊予台灣地區客戶者，應無償提供三台電子顯示器或使用帳號予甲方，並於甲方向電信單位申請之線路完成後，即提供上述設備供甲方查詢使用，上述線路之裝置費及月租金均由甲方負擔之。

Article 3

Party A agrees that Party B may develop its own software and hardware equipment for processing the trading information; provided however that, in order to maintain the integrity of the securities market and the safety of the trading information, Party A may place restrictions on such development. Party B shall ensure that the contents of the trading information as processed by its own development shall be accurate, for which Party B shall assume all legal responsibilities.

Party B shall conspicuously indicate on the screen of the trading information which is processed by its own development Party B's name or other distinguishable service mark. In addition, a remark that this information has been processed and provided by Party B and a legend "source of the information: Taiwan Stock Exchange (TWSE) " shall also be shown on the screen.

In order to facilitate the administration of the contents of the information referred to in the preceding Paragraph, in case Party B transmits trading information to its customers within the territory of Taiwan by means of “dedicated line for data (including dial-up line), cable modem or VPN”, Party B shall provide at the cost of Party B three sets of electronic display or user’s account for use by Party A after Party A has applied from the telecommunication enterprise for and completed the link-up of data transmission line. The installation cost and the monthly rent of the aforesaid data transmission line shall be borne by Party A.

第四條

甲方得委託乙方設計軟硬體，處理甲方提供之交易資訊，乙方因此所發展設計之軟硬體，其著作權及其他相關權利均歸甲方所有。

乙方擔保其依據前項規定所發展設計之軟硬體為其自有之創造，如有抄襲仿冒之情事，致甲方為第三人所追訴時，乙方有依甲方之請求協助甲方之義務；如甲方因訴訟之結果受不利之判決時，乙方應對甲方負擔損害賠償責任，此項損害賠償並包括甲方所支出之訴訟相關費用。

Article 4

Party A may retain Party B to design software and hardware for processing the trading information provided by Party A. The copyright and other related rights over the software and hardware developed and/or designed by Party B pursuant to the above shall belong to Party A.

Party B warrants that all software and hardware developed and/or designed pursuant to the immediately preceding Paragraph are its own creation. In case of plagiarism and/or counterfeit which results in Party A's being sued by a third person, Party B shall upon the request of Party A be obligated to assist Party A (in defense). In case the result of the litigation is against Party A, Party B shall be liable to Party A for damages, which shall include the expenses disbursed by Party A in connection with the litigation.

第五條

甲方提供乙方之交易資訊內容以甲方「交易資訊使用管理辦法」收費標準所列傳輸項目為限。所列傳輸項目以外之資訊，乙方須另行繳付權利金及其他應繳付之費用。

甲方因業務需要或主管機關之指示有變更前項傳輸項目或其內容者，得隨時以書面通知乙方變更之，乙方不得有所異議。

Article 5

The contents of the trading information provided by Party A to Party B shall be limited to those transmitting items listed in the fee schedule of Party A's Regulations Governing the Use of Trading Information. Party B shall pay separate royalties and

other fees if Party B requires information other than those transmitting items on the list.

In case it is necessary to change the transmitting items referred to in the immediately preceding Paragraph or their contents due to business needs of Party A or the instructions of the competent authority, Party A may at any time change it by giving Party B notice in writing, to which Party B shall not raise any objection.

第六條

為甲方依本契約直接連線提供乙方交易資訊，乙方應配合甲方之軟硬體設備，與甲方之交易資訊系統連線，並以甲方指定之方式及傳輸格式傳送。

Article 6

In order to enable Party A to provide Party B, through direct connection, with the trading information in accordance with this Agreement, Party B shall use the software and hardware equipment which are compatible with those used by Party A and connect its system with that of Party A, and shall use the method and format designated by Party A for transmission..

第七條

甲乙雙方簽訂本契約時，乙方應繳交甲方新台幣伍拾萬元整作為履約保證金。履約保證金於本約終止或解除時，經結清雙方債權債務後，餘額由甲方無息返還之。

Article 7

Simultaneously with the execution of this Agreement by the parties, Party B shall pay Party A Five Hundred Thousand New Taiwan Dollars (NT\$500,000) as the security sum. Upon termination or rescission of this Agreement and after the credit and liability of both parties are settled, Party A shall refund the balance of the security sum, without interest, to Party B.

第八條

甲方同意乙方依下列方式傳輸交易資訊：(勾選)

方式：數據專線（撥接線路）資訊源傳輸(DATA FEED)衛星

網際網路（INTERNET）證券語音

資料庫網路查詢系統

無線電叫人業務電視資訊行動數據行動電話調頻副載波

其他_____

以上勾選項目，如有異動，經甲方書面同意後，作為本契約之一部分，乙方應依收費標準繳交應繳付之費用。

Article 8

Party A agrees that Party B will transmit the trading information in the manner as described below (tick the appropriate box(es)):

Methods: dedicated line for data (dial-up line)

data feed

satellite

internet

securities voice system

data base inquiry system

pager

teletext

dynamic data

cellular mobile telephone

frequency modulation sub-carrier

other

In case of any change of the box(es) checked above, such change shall become a part of this Agreement after Party A has given its written consent, and Party B shall pay the required fees in accordance with the Criteria for Charging Fees.

第九條

甲乙雙方依本契約所作之電腦連線，僅供傳輸本契約交易資訊之用，乙方不得為其他目的而使用之。

Article 9

The connection of the computer system between the parties pursuant to this Agreement shall be used exclusively for transmission of trading information described in this Agreement, and Party B shall not use it for any other purposes.

第十條

甲乙雙方同意依本契約開始傳輸資訊後，倘發生交易資訊傳輸中斷事故，或連線傳輸設備無法正常作業之現象，不問其原因如何，任何一方對於因不能利用交易資訊所受之損害，均不得向他方請求損害賠償。

Article 10

The parties agree that, in case of interruption of the transmission of trading information or the malfunction of the connection transmission equipment for any cause whatsoever after the commencement of information transmission pursuant to this Agreement, neither party shall be entitled to claim from the other party for any damages arising out of the unavailability of the trading information.

第十一條

甲方同意乙方依甲方「交易資訊使用管理辦法」之規定接受用戶委託轉接交易資訊至用戶處所。

Article 11

Party A agrees that Party B may accept the request of its users to retransmit the trading information to the places of its users in accordance with Party A's Regulations Governing the Use of Trading Information.

第十二條

甲方得派員查核乙方交易資訊使用處所，並得請求乙方會同甲方共同查核乙方用戶之資訊使用處所，乙方不得拒絕或規避，如有違反，甲方得依甲方「交易資訊使用管理辦法」相關規定處理。

Article 12

Party A may send personnel to inspect and check Party B's place(s) where the trading information is used, and may request Party B to accompany Party A in jointly inspecting and checking the place(s) of Party B's users where the trading information is used, to which Party B shall not refuse or evade. In case of any violation, Party A may deal with the situation in accordance with Party A's Regulations Governing the Use of Trading Information.

第十三條

甲乙雙方因本契約之履行，致知悉對方業務方面或標的物方面之資訊、情報、或其他相關資料時，應嚴守保密義務，不得洩漏予他人，或為其他不利於對方之行為。

Article 13

In regard to the information, intelligence or other materials related to the business activities of either party or the subject matters of this Agreement that may come to the knowledge of the other party as a result of the performance of this Agreement, the other party shall have the obligation to keep them in confidence and

shall not disclose them to other persons nor conduct other acts that could adversely affect the interest of the first mentioned party.

第十四條

若因天災、地變、罷工、怠工、不可抗力之事件或其他意外事故，致阻礙交易資訊之正常傳輸者，甲乙雙方不負違約之責任。

Article 14

In case the normal transmission of trading information is hindered due to natural disaster, incident, strike, sabotage, force majeure or any other accident, it shall not be deemed a breach of contract by either party.

第十五條

甲方為發展交易資訊系統之需要或依其他相關章則之規定，得於三個月前以書面說明事由通知乙方終止本契約。

Article 15

In order to meet the need for development of trading information system or to comply with relevant rules and regulations, Party A may terminate this Agreement by giving Party B a 3-month prior written notice stating therein the cause thereof.

第十六條

本契約存續問題，任一方倘有解散、停止營業、破產、重整、清算等情事發生時，本契約視為終止。

Article 16

In case either party hereto is dissolved, ceases operation, goes bankruptcy, reorganization or liquidation during the term of this Agreement, this Agreement shall be deemed to have been terminated.

第十七條

本契約任何一方當事人，未經對方書面同意，不得轉讓本契約。

Article 17

Neither party hereto may assign or transfer this Agreement to a third party without the prior written consent of the other party.

第十八條

甲乙雙方因本契約所生之爭議，雙方合意以台灣台北地方法院為第一審管轄法院。

Article 18

The parties agree that Taipei District Court shall be the court of the first instance in respect of any dispute between the parties arising from or in connection with this Agreement.

第十九條

甲方之「交易資訊使用管理辦法」與其他相關章則、函示、公告之規定，乙方應善盡告知其資訊用戶遵守知悉之義務。

Article 19

Party B shall keep its subscribers informed of, and shall cause its subscribers to abide by, the provisions of Party A's Regulations Governing the Use of Trading Information and other related rules, circular letters and public announcements.

第二十條

甲方因業務需要或主管機關之指示變更本契約約定事項，經甲方以書面通知乙方後，乙方未於一個月內為終止契約之意思表示者，即應有遵守之義務。

Article 20

Where there is any amendment to any provision of this Agreement due to the business needs of Party A or according to the instructions of the Competent Authority, Party B shall abide by such amendment if Party B does not express its intention to terminate this Agreement within one (1) month after Party A has notified Party B in writing of such amendment.

第二十一條

本契約有效期間二年，自簽約日起算，期間屆滿雙方如無反對之表示，得繼續契約一年；續約期滿，亦同。任一方欲提前終止本契約，應於三個月前以書面通知對方。

Article 21

The term of this Agreement shall be two (2) years from the signing date hereof and may be renewed for one (1) additional year upon expiration of the initial term if neither party hereto expresses objection to the renewal hereof. The above shall also apply to any subsequent renewal(s). For termination of this Agreement, either party shall give a three-month prior written notice to the other party.

第二十二條

契約壹式二份，雙方各執壹份為憑。

Article 22

This Agreement is made in two (2) originals, and each party holds (1) one original for record.

立約人

甲 方：臺灣證券交易所股份有限公司

負責人：總經理

地 址：台北市信義路5段7號9樓

Party A: Taiwan Stock Exchange Corporation

Responsible Person:

Address: 9F, No. 7, Sec. 5, Xinyi Rd., Taipei

Taiwan 11049, Republic of China

乙 方：

負責人：

地 址：

Party B:

Responsible Person:

Address: