財團法人中華民國證券櫃檯買賣中心

財團法人中華民國證券櫃檯買賣中心供給使用交易資訊契約修正草案條文對照表

| 修 正 條 文 | | 現 行 條 文 | | 說 明 |
| --- | --- | --- | --- | --- |
| 契約名稱 | 財團法人中華民國證券櫃檯買賣中心供給使用交易資訊契約 | 契約名稱 | 財團法人中華民國證券櫃檯買賣中心供給使用交易資訊契約 | 名稱修正為中英文對照。 |
|  | Contract for Supply and Use of Trading Information of Taipei Exchange |  | (新增) |  |
| 序言 | 財團法人中華民國證券櫃檯買賣中心（以下簡稱甲方）與（以下簡稱乙方），茲為證券櫃檯買賣交易資訊及其設備之使用，特依甲方「財團法人中華民國證券櫃檯買賣中心櫃檯買賣有價證券交易資訊使用管理辦法」有關之規定，訂立本契約，雙方約定條款如左： | 序言 | 財團法人中華民國證券櫃檯買賣中心（以下簡稱甲方）與（以下簡稱乙方），茲為證券櫃檯買賣交易資訊及其設備之使用，特依甲方「財團法人中華民國證券櫃檯買賣中心櫃檯買賣有價證券交易資訊使用管理辦法」有關之規定，訂立本契約，雙方約定條款如左： | 內容修正為中英文對照。 |
|  | This Contract is made by and between Taipei Exchange (hereinafter, " TPEx") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter, the "User"), with respect to the use of trading information on TPEx securities transactions and of the equipment concerned, in accordance with the Taipei Exchange Rules Governing Use of Trading Information on TPEx Securities Transactions promulgated by TPEx. Both parties hereby agree as follows: |  | (新增) |  |
| 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，並負遵守主管機關之有關法令及甲方「財團法人中華民國證券櫃檯買賣中心櫃檯買賣有價證券交易資訊使用管理辦法」與其他相關章則、函示、公告之規定暨繳付權利金、資訊使用費及其他費用之義務。  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。 | 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，並負遵守主管機關之有關法令及甲方「財團法人中華民國證券櫃檯買賣中心櫃檯買賣有價證券交易資訊使用管理辦法」與其他相關章則、函示、公告之規定暨繳付權利金、資訊使用費及其他費用之義務。  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。 | 條文內容修正為中英文對照。 |
| Article 1 | During the term of this Contract, the User is entitled to use the trading information provided by TPEx, and is obligated to comply with applicable laws and regulations of the competent authority, the Taipei Exchange Rules Governing Use of Trading Information on TPEx Securities Transactions, and other relevant bylaws, circular letters, and public announcements of TPEx, and to pay royalties, information user fees, and other relevant fees.  During the term of this Contract, TPEx is obligated to advise the User of any amendment to the relevant laws and regulations, rules, bylaws, circular letters, and public announcements referred to in the preceding paragraph, and the User is obligated to comply with such amendments in a timely manner. |  | (新增) |  |
| 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。 | 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。 | 條文內容修正為中英文對照。 |
| Article 2 | All titles and rights to the trading information, software and equipment provided by TPEx to the User under this Contract shall be vested in TPEx. Without the consent of TPEx, the User shall neither relay, re- transmit, duplicate, lend, lease, or sell the trading information to any third party, nor alter, add, expand, delete or reduce, damage, or otherwise change in any manner the trading information and the relevant installations or equipment.  Unless otherwise consented to by TPEx, the User and its subscribers shall neither draw samples from TPEx's trading information for compiling indices or other derivative instruments, nor transmit the trading information to any other party. In case of any breach, TPEx is entitled to terminate this Contract or request the User to stop transmitting the trading information to the breaching subscriber. |  | (新增) |  |
| 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，惟為維護有價證券櫃檯買賣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：財團法人中華民國證券櫃檯買賣中心TPEx」字樣。  為便於前項資訊內容之管理，乙方應無償提供二套電子顯示設備予甲方，以監看傳送之資訊內容。 | 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，惟為維護有價證券櫃檯買賣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：財團法人中華民國證券櫃檯買賣中心TPEx」字樣。  為便於前項資訊內容之管理，乙方應無償提供二套電子顯示設備予甲方，以監看傳送之資訊內容。 | 條文內容修正為中英文對照。 |
| Article 3 | TPEx permits the User to develop its own software and equipment to process trading information; provided that TPEx may impose restrictions if TPEx deems necessary for maintaining a safe and sound market for TPEx securities transactions and the security of trading information. The User shall furthermore ensure the accuracy of the trading information developed and processed by it, and shall take full legal responsibility therefor.  For trading information developed and processed by the User, the User shall conspicuously display its name or a distinctive service mark on trading information screens, together with an explanatory note that the information appearing thereon is provided by the User, and the following note: "Source of information: Taipei Exchange (TPEx)."  To facilitate the administration of the information referred to in the immediately preceding paragraph, the User shall provide TPEx, free of charge, with two electronic display systems for monitoring such information. |  | (新增) |  |
| 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訴訟之義務；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。 | 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訴訟之義務；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。 | 條文內容修正為中英文對照。 |
| Article 4 | TPEx may engage the User to design hardware or software for processing trading information provided by TPEx. All copyright and other rights arising from the hardware or software so developed or designed by the User shall be vested in TPEx.  The User warrants that the hardware or software it develops or designs under the immediately preceding paragraph will be its own creation. In case these is any lawsuit brought by a third party against TPEx for infringement of intellectual property rights in regard to the software or hardware developed or designed by the User, the User shall, upon request of TPEx, provide assistance to TPEx in the defense of the lawsuit, and shall indemnify and hold TPEx harmless from and against any and all damages, including but not limited to the litigation-related expenses thus incurred, arising out of any unfavorable judgment against TPEx as a result of the lawsuit. |  | (新增) |  |
| 第四條之一 | 甲方提供乙方之交易資訊內容以甲方「財團法人中華民國證券櫃檯買賣中心櫃檯買賣有價證券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。 | 第四條之一 | 甲方提供乙方之交易資訊內容以甲方「財團法人中華民國證券櫃檯買賣中心櫃檯買賣有價證券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。  (本項新增) | 1. 為確保因業務需要或主管機關指示而得變更傳輸項目或內容之彈性，爰增訂第二項。 2. 現行條文改列第一項。 3. 條文內容修正為中英文對照。 |
| Article 4-1 | TPEx will only provide the User with trading information within the scope of transmission items as included in the schedule of fees set forth in the Taipei Exchange Rules Governing Use of Trading Information on TPEx Securities Transactions. For information outside that scope, the User is required to pay additional royalties and any other necessary fees.  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 or the instructions of the competent authority, TPEx may at any time change it by giving the User notice in writing, to which the User shall not raise any objection. |  | (新增) |  |
| 第五條 | 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。 | 第五條 | 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。 | 條文內容修正為中英文對照。 |
| Article 5 | In order for TPEx to provide trading information to the User via direct connection pursuant to this Contract, the User shall arrange for network connection to the trading information system of TPEx, which shall be compatible with the software and equipment of TPEx. |  | (新增) |  |
| 第六條 | 乙方為測試連線前，同意先向電信單位申請甲方與測試場地間之數據線路。但甲方不提供測試用之場所。 | 第六條 | 乙方為測試連線前，同意先向電信單位申請甲方與測試場地間之數據線路。但甲方不提供測試用之場所。 | 條文內容修正為中英文對照。 |
| Article 6 | The User agrees that prior to conducting network connection testing, it shall apply to a telecommunications agency for a data line between TPEx and the testing site; provided that TPEx shall not be required to provide a venue for that testing purpose. |  | (新增) |  |
| 第七條 | 乙方為連線有關之測試時，應以甲方指定之方式傳送。  前項傳輸格式由甲方另行通知。 |  | 乙方為連線有關之測試時，應以甲方指定之方式傳送。  前項傳輸格式由甲方另行通知。 | 條文內容修正為中英文對照。 |
| Article 7 | When conducting testing related to network connection, the User shall transmit data in a manner designated by TPEx.  The format for transmitting data pursuant to the immediately preceding paragraph will be separately notified by TPEx. |  | (新增) |  |
| 第八條 | 乙方於測試交易資訊傳輸系統或使用交易資訊時，有損害甲方所提供設備之情事者，應負損害賠償責任。 | 第八條 | 乙方於測試交易資訊傳輸系統或使用交易資訊時，有損害甲方所提供設備之情事者，應負損害賠償責任。 | 條文內容修正為中英文對照。 |
| Article 8 | The User shall be liable for damages if its testing of the trading information transmission system or use of the trading information causes any damages to the equipment provided by TPEx. |  | (新增) |  |
| 第八條之一 | 甲乙雙方簽訂本契約時，乙方應繳交甲方新台幣貳拾萬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。 |  | 甲乙雙方簽訂本契約時，乙方應繳交甲方新台幣貳拾萬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。 | 條文內容修正為中英文對照。 |
| Article 8-1 | Upon execution of this Contract, the User shall post with TPEx a performance bond in the amount of NT$200,000. The performance bond will be returned without interest by TPEx to the User upon termination or rescission of this Contract, after deducting the amount for settling the obligations, if any, between the parties. |  | (新增) |  |
| 第八條之二 | 甲方同意乙方依下列方式、範圍傳輸交易資訊：（勾選）方式：□數據專線（撥接線路）□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\_\_\_\_\_\_。  範圍：□國內地區□海外地區  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。 | 第八條之二 | 甲方同意乙方依下列方式、範圍傳輸交易資訊：（勾選）方式：□數據專線（撥接線路）□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\_\_\_\_\_\_。  範圍：□國內地區□海外地區  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。 | 條文內容修正為中英文對照。 |
| Article 8-2 | TPEx agrees to the transmission of trading information by the User in the following method and within the following geographical area:  (check appropriate box)Method: □ Digital dedicated line (dial-up line) □ Satellite □ Internet □ Securities voice service □ Online database inquiry system □ Wireless paging service □ Television information □ Mobile data service □ Mobile phone □ FM-SCA □ Other: \_\_\_\_\_\_ )  Area: □ Domestic □ Overseas  Any change in the selections indicated above is subject to the consent in writing by TPEx which forms a part of this Contract, and the User shall pay additional amount as may be required by the schedule of fees accordingly. |  | (新增) |  |
| 第九條 | 乙方同意繳交左列與連線及其測試有關之費用予甲方：  一、測試費：星期一至星期五下午二時至五時，每日收費新台幣參仟元正，星期六下午二時至九時，星期日或假日上午九時至下午五時，每小時收費參仟元正，不足一小時者，以一小時計。  二、其他有關之費用依實際狀況發生，由雙方另行議定之。 | 第九條 | 乙方同意繳交左列與連線及其測試有關之費用予甲方：  一、測試費：星期一至星期五下午二時至五時，每日收費新台幣參仟元正，星期六下午二時至九時，星期日或假日上午九時至下午五時，每小時收費參仟元正，不足一小時者，以一小時計。  二、其他有關之費用依實際狀況發生，由雙方另行議定之。 | 條文內容修正為中英文對照。 |
| Article 9 | The User agrees to pay the following fees to TPEx with respect to network connection and related testing:  1.1. Testing fees: Daily rate of NT$3,000 for testing between 2 pm and 5 pm, Monday through Friday. Hourly rate of NT$3,000 for testing between 2 pm and 9 pm, Saturday, and between 9 am and 5 pm, Sundays and holidays. Any testing time of less than one hour will be billed as one hour.  2.2. Other relevant fees will be negotiated and agreed between TPEx and the User in each case. |  | (新增) |  |
| 第十條 | 甲方同意於乙方提出連線申請之一個月內，提供連線所需設備供乙方測試。 | 第十條 | 甲方同意於乙方提出連線申請之一個月內，提供連線所需設備供乙方測試。 | 條文內容修正為中英文對照。 |
| Article 10 | TPEx agrees to make available to the User the equipment required for network connection for its testing purposes within one month of the User's filing of application for network connection. |  | (新增) |  |
| 第十一條 | 乙方同意，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。 | 第十一條 | 乙方同意，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。 | 條文內容修正為中英文對照。 |
| Article 11 | The User agrees not to make use of the computer network connection between TPEx and the User under this Contract for purposes other than transmitting trading information as contemplated hereby. |  | (新增) |  |
| 第十二條 | 乙方與甲方簽訂合約後三個月內，經測試證實無法有效傳輸交易資訊時，雙方同意本契約當然終止。 | 第十二條 | 乙方與甲方簽訂合約後三個月內，經測試證實無法有效傳輸交易資訊時，雙方同意本契約當然終止。 | 條文內容修正為中英文對照。 |
| Article 12 | The User agrees not to make use of the computer network connection between TPEx and the User under this Contract for purposes other than transmitting trading information as contemplated hereby. |  | (新增) |  |
| 第十三條 | 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。 | 第十三條 | 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。 | 條文內容修正為中英文對照。 |
| Article 13 | TPEx and the User agree not to claim damages against the other party for any loss arising out of unavailability of trading information as a result of any interruption in the transmission of such trading information or failure of the networking equipment to function properly, regardless of the cause, that occurs after transmission of information has begun under this Contract. |  | (新增) |  |
| 第十四條 | 甲方同意乙方依「財團法人中華民國證券櫃檯買賣中心櫃檯買賣有價證券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。 | 第十四條 | 甲方同意乙方依「財團法人中華民國證券櫃檯買賣中心櫃檯買賣有價證券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。 | 條文內容修正為中英文對照。 |
| Article 14 | TPEx agrees that the User may accept requests from subscribers to relay trading information to the subscriber's place to the extent that such relay is made in accordance with the Taipei Exchange Rules Governing Use of Trading Information on TPEx Securities Transactions. |  | (新增) |  |
| 第十五條 | 甲方得隨時派員查核乙方交易資訊使用處所，並得隨時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。乙方如有違反，甲方得逕行終止本契約。 | 第十五條 | 甲方得隨時派員查核乙方交易資訊使用處所，並得隨時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。乙方如有違反，甲方得逕行終止本契約。 | 條文內容修正為中英文對照。 |
| Article 15 | TPEx may from time to time dispatch personnel to conduct audits on the User's premises in which trading information is used, and request the User to conduct a joint audit with TPEx on a subscriber's premises in which trading information is used, and the User shall not refuse or evade such audit or request. If the User breaches this provision, TPEx may forthwith terminate this Contract in its sole discretion. |  | (新增) |  |
| 第十六條 | 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。 | 第十六條 | 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。 | 條文內容修正為中英文對照。 |
| Article 16 | Where either party becomes aware in the performance of this Contract of any information, intelligence, or related materials pertaining to the other party's business or the subject matter of this Contract, it shall maintain strict confidence, and shall not disclose it to any other person or otherwise take any action prejudicial to the interests of the other party. |  | (新增) |  |
| 第十七條 | 若因天災、地變、罷工、怠工、不可抗拒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。 | 第十七條 | 若因天災、地變、罷工、怠工、不可抗拒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。 | 條文內容修正為中英文對照。 |
| Article 17 | Neither party shall be liable for interruption in the transmission of trading information caused by act of God, strike or work stoppage, force majeure, or any other accident. |  | (新增) |  |
| 第十八條 | 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。 | 第十八條 | 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。 | 條文內容修正為中英文對照。 |
| Article 18 | If necessary for the development of its trading information system or to comply with other relevant bylaws, TPEx may terminate this Contract by giving the User three months' advance written notice, stating therein its reasons. |  | (新增) |  |
| 第十九條 | 本契約存續問題，任一方倘有解散、停止營業、破產、重整、清算或進入調解程序等情事發生時，本契約視為終止。 | 第十九條 | 本契約存續問題，任一方倘有解散、停止營業、破產、重整、清算或進入調解程序等情事發生時，本契約視為終止。 | 條文內容修正為中英文對照。 |
| Article 19 | This Contract shall be deemed automatically terminated upon dissolution, cessation of business operations, bankruptcy, reorganization, liquidation, or analogous proceedings by or against either party hereto. |  | (新增) |  |
| 第二十條 | 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。 | 第二十條 | 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。 | 條文內容修正為中英文對照。 |
| Article 20 | Neither party hereto shall assign this Contract in whole or in part without the other party's written consent. |  | (新增) |  |
| 第二十一條 | 本契約應依中華民國之法律予以解釋及規範。  甲乙雙方因本契約所生之爭議，雙方合意以臺灣臺北地方法院為第一審管轄法院。 | 第二十一條 | (本項新增)  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。 | 1. 明定本契約之準據法條款於第一項。 2. 現行條文改列第二項。 3. 條文內容修正為中英文對照。 |
| Article 21 | This Contract shall be governed by and construed in accordance with the laws of Taiwan.  TPEx and the User agree that the Taiwan Taipei District Court shall be the court of the first instance over any dispute arising from this Contract. |  | (新增) |  |
| 第二十一條之一 | 甲方之「財團法人中華民國證券櫃檯買賣中心櫃檯買賣有價證券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。 | 第二十一條之一 | 甲方之「財團法人中華民國證券櫃檯買賣中心櫃檯買賣有價證券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。 | 條文內容修正為中英文對照。 |
| Article 21-1 | The User shall keep its subscribers informed, and advise them of the necessity to comply with, the Taipei Exchange Rules Governing Use of Trading Information on TPEx Securities Transactions, and other relevant bylaws, circular letters, and public announcements of TPEx. |  | (新增) |  |
| 第二十一條之二 | 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。 | 第二十一條之二 | 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。 | 條文內容修正為中英文對照。 |
| Article 21-2 | If TPEx amends this Contract due to business needs or as instructed by the competent authority and the User does not express its intention to terminate this Contract within one month following receipt of a written notice from TPEx to that effect, the User shall be obligated to comply with the amendments. |  | (新增) |  |
| 第二十二條 | 本契約以中文本為準。如中、英文二本互相歧異或牴觸時，以中文本為準。 |  | (本條新增) | 1. 本條新增。 2. 配合本契約修正為中英文對照，爰明定本契約中英文本互相歧異或牴觸時，以中文本文準。 |
| Article 22 | The Chinese text of this Contract shall be deemed the original. In the event of any dispute or misunderstanding as to the interpretation of the language or terms of this Contract, the Chinese language version shall control. |  | (新增) |  |
| 第二十三條 | 本契約未約定事項，依甲方有關之章則辦理。 | 第二十二條 | 本契約未約定事項，依甲方有關之章則辦理。 | 1. 條次變更。 2. 條文內容修正為中英文對照。 |
| Article 23 | In regard to matters not stipulated in this Contract, the relevant bylaws of TPEx shall govern. |  | (新增) |  |
| 第二十四條 | 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。 | 第二十三條 | 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。 | 1. 條次變更。 2. 條文內容修正為中英文對照。 |
| Article 24 | This Contract shall be valid for a period of two years starting from the date of signature, and shall be automatically renewed for another year unless either party has expressed its intention to the contrary by the end of such period; the same shall apply to further renewals. |  | (新增) |  |
| 第二十五條 | 本契約壹式正本、副本各二份，雙方執正本副本各一份為憑。 | 第二十四條 | 本契約壹式正本、副本各二份，雙方執正本副本各一份為憑。 | 1. 條次變更。 2. 條文內容修正為中英文對照。 |
| Article 25 | This Contract is made in two originals and two copies, one each of such originals and copies to be retained by TPEx and the User respectively. |  | (新增) |  |