**Taipei Exchange Foundation**

**Host Co-Location Service Agreement**

This Agreement is signed by:

Taipei Exchange Foundation (Party A)

(Party B)

Due to the Host Co-Location Service and other value-added services (the "Services") provided by Party A to Party B at the host co-location server room (address to be provided separately), the two parties enter into the terms as follows:

**I. Service Scope**

Article 1 The Services refer to services that Party B can directly connect to Party A’s securities trading host, and Party A provides server room space including cabinets, power facilities, fire service equipment, air-conditioning environment, cables and security access control, etc., for Party B to store its hosts and network equipment.

Article 2 Party A provides services as follows:

1. Basic service: providing cabinet space, power facilities, and two cables for trading and market transmission separately:
2. Standard cabinet
3. Cabinet with 60 cm in width, 120 cm in depth, 42U in height, provided with 4KW of power.
4. Cabinet of 60 cm in width, 120 cm in depth, 42U in height, provided with 5KW of power.
5. Non-standard cabinet

Cabinet with a width greater than 60 cm or a depth greater than 120 cm or a height between 42U and 45U (213cm), provided with 4KW or 5KW of power, the units of use and the service fees shall be calculated and discussed by Party A and Party B, based on the actual area of use.

1. Basic service: Offer to Users who have costs concern and rent only one cabinet in the host co-located server room. Provide a standard cabinet, with 4KW or 5KW of power, and 100Mbps cables for the trading and market transmission in TWSE and TPEx markets separately.
2. Add-value services: (attached by Party B according to its own needs)
3. Cabinet relocation.
4. Cabinet reservation (the reservation period is six months from the date Party A agrees to reserve).
5. Adding cables for trading or market transmission.
6. Data leased lines of the telecommunications companies connecting Party B’s cabinets to its back-end system.
7. Party B applies for urgent authorization to conduct maintenance

Article 3 Add-value services shall be terminated at the same time as Party B terminates the basic service, except for the cabinet reservation item.

**II. Application and Fee Calculation**

Article 4 Party B shall, within 30 days after Party B signing this Agreement, fill out the “Host Co-Location and Add-Value Service Application Form” (hereinafter referred to as the "Service Application Form") on the Host Co-Location User Service System (URL <https://colo.twse.com.tw>). If not able to apply for the Services within timeline, Party A may terminate this Agreement.

Article 5 If Party B is not able to move in equipment within 60 days after the stationing date designated by Party A, Party A may terminate this Agreement and cancel the application, unless otherwise there is a legitimate reason to apply for reservation.

The reservation period shall not exceed 60 days, and the application will be cancelled by Party A if exceeding the limit.

Article 6 The contents of the Service Application Form filled by Party B shall not be concealed and false. For any violation causes disputes or damages Party A, Party B shall be responsible and shall compensate Party A for the losses.

Article 7 When Party B applies for changes of the Services, Party B shall fill out the Service Application Form in Party A's User Service System in addition to following Party A's business rules. Before the changes of the Services are completed by Party A, Party B shall still pay all the fees incurred for the original services.

Article 8 As Party B intends to terminate this Agreement, it shall fill out the Service Application Form in Party A’s User Service System 30 days in advance to process the termination.

Article 9 The period of the Services (including the basic service and add-value services) applied by Party B shall not be less than three months, and if it is less than three months, Party B shall still pay the three months' fee in full.

Article 10 After Party B applies for the Services, if the application is cancelled for reasons other than those attributable to Party A, the fees paid will not be refunded.

Article 11 Fees of the Services shall be calculated in accordance with the Service Charge Standards listed in Article 6, paragraph 1 of the "Administrative Rules Governing the Host Co-Location Service" (hereinafter referred to as the "Administration Rules") of Party A. Service fees to be paid by Party B shall be calculated from the day following the date Party A agrees to station the equipment; as for terminating this Agreement, it shall be charged until the termination date. If less than one month, it shall be calculated on a pro-rata basis according to the actual number of days.

Article 12 Party B shall, based on the service items it applied, remit the fees of the previous month to Party A's designated account before the 15th of each month since the approved stationing date, in accordance with the Service Charge Standards set by Party A.

Article 13 Party A may adjust the Service Charge Standards every three years from the date of commencement of the Services, in accordance with the annual growth rate of the "Consumer Price Index".

Article 14 Party A shall give Party B a pre-notice, in writing or by public announcement, 30 days prior to adjusting the Service Charge Standards and shall charge in accordance with the new standards from the date of adjustment, and Party B may not object.

In case Party B does not accept the aforementioned adjustment, it may terminate this Agreement within 30 days from the date of Party A's announcement or notice. Failure to do so timely shall be deemed as consent.

Article 15 If the Services are suspended upon Party B's application or by Party A due to Party B breach this Agreement, Party B shall still pay for all fees during the suspension period.

Article 16 When Party B applies for terminating this Agreement, if the period of use is less than three months, the fees for each service shall be charged for three months. However, if the termination is due to reasons not attributable to Party B, the fees shall be charged according to the number of days of use.

Article 17 When Party B's monthly service fees or other fees are increased or decreased due to changes in the content of use or other changes, they shall be charged proportionally according to the number of days before and after the change.

Article 18 In case that Party B overpays the fees, Party A may offset them against future payables by Party B. If Party B does not agree to offset the fees, Party A shall refund them without interest.

Article 19 In case that Party B fails to pay the service fees timely in accordance with this Agreement, Party A may suspend the Services and call for payment within a certain period. If Party B is still not able to pay within the overdue payment period, Party A may terminate this Agreement and remove Party B's equipment without taking responsibility for its storage.

Party B can only get back the relevant equipment after paying all outstanding fees; if the fees are not paid over six months after overdue, Party A may sell the relevant equipment to offset outstanding fees and recover the insufficient fees and the interest for the delay.

**III. Rights, Obligations and Cooperative Matters**

Article 20 Party B shall be responsible for providing sound information security protection for its software and hardware equipment placed in Party A's host co-located server room and shall periodically perform security vulnerability detection and repair to prevent from hackers or computer virus invasion. In the event that any situation affecting Party A's system or a third parties is discovered, Party B shall immediately notify Party A and take reasonable measures which is sufficient to prevent the occurrence of damage.

In case that Party B violates the provision in preceding paragraph and fails to make improvements after Party A has notified a deadline to do so, Party A may suspend the Services or terminate this Agreement. If Party A or any third parties are damaged from Party B's fail of improving after the deadline, Party B shall be liable for the damages.

Article 21 Party B shall be responsible for the maintenance of its system equipment. Party A shall not be liable to Party B and its customers for any service interruption caused by the failure of Party B's system equipment.

Article 22 In case where Party B engages in improper control operation or violates the service regulations, operation instructions of Party A, or violates the terms of this Agreement, or other matters not attributable to Party A, such that its equipment is damaged, malfunctioned or diminished, Party A shall not be liable for any indemnification liability. In case where Party A or a third party suffers damage due to the above, Party B shall bear the indemnification liability. For any violation of Party B’s personnel, Party B shall also bear the joint and several indemnification liability.

Article 23 If Party B applies for using its own non-standard cabinet, it shall equip security facilities such as door lock and cooperate to install Party A’s power monitoring facility. If the equipment is damaged, malfunctioned or lost due to not installing security facilities, Party A shall not bear any responsibility; If Party A or any third parties are damaged, Party B shall be liable for the damages.

In order to maintain the safety of the server room, Party A may break the lock of Party B's cabinet when necessary in case of emergency or failure to notify Party B in time. Party B shall not claim for compensation.

Article 24 When using the Services, Party B shall not store any flammable, dangerous items, contrabands or any items prohibited by Party A inside or outside the cabinet space, except for the host and network related equipment.

Article 25 When using this service, the power consumption per cabinet shall not exceed the regulated limit by Party A, if otherwise Party B shall apply to Party A for additional cabinets.

In the case of violating the provision in preceding paragraph, Party A may suspend the Services or terminate this Agreement. If Party A or any third parties are damaged thereby, Party B shall be liable for the damages.

Article 26 If Party B is a securities firm with both trading and brokering businesses, the brokering business shall use the Services no later than the trading business. However, this shall not apply to fulfilling the quotation responsibility of the trading business.

When conducting brokering business, Party B shall, prior to using the Services, formulate their own rules of use in accordance with the Administration Rules and shall incorporate the rules of use into their internal control and internal audit systems. Thereafter, investors shall be treated fairly in accordance with the rules of use. The rules for use in the preceding paragraph shall not be formulated for the interests of specific persons, and attention shall be paid to their rationality.

In case that Party B violates the provision in preceding paragraph, Party A may suspend the Services and notify a deadline for improvement. If Party B fails to make improvements timely, Party A may terminate this Agreement.

Article 27 Party B and its affiliates which are not information companies may apply for joint use of the same cabinet at the same time or successively.

Party B’s cabinet shall not connect with any third party’s cabinet. However, it may apply to Party A for connecting with adjacent cabinets of affiliated companies, except for information companies.

When Party B applies for joint use of the same cabinet according to paragraph 1 or the cabinet connection according to paragraph 2, Party B shall attach the supporting documents proving that they are affiliated companies and apply to Party A in writing; If the actual situation changes and makes them no longer affiliated companies, Party B shall notify Party A in writing within five days from the date of occurrence of the fact. If it affects the connections between other adjacent cabinets, Party B shall apply for cabinet relocation.

Article 28 In case that Party B has any of the following matters, Party A may suspend the Services or terminate this Agreement. If Party A's rights and interests are damaged as a result, Party A may claim the damages from Party B.

1. Disclose classified national information, endanger national security, harm the law and order of the society, and against public order or good morals in the communication contents.
2. Provide products or services violating various laws and regulations.
3. Infringe upon the copyright of others.
4. Jeopardize the communication or steal, tamper with, or destroy information of others.
5. Spread computer viruses or programs that may interfere with normal functioning of the computer equipment.
6. Impact the system operation of Party A.
7. Sub-lease, lend, or provide the cabinet space to a third party for any use, except for the joint use of the same cabinet in accordance with Article 27.
8. The authority with jurisdiction over its line of business revokes its license, or orders to cease or suspend the business, to be taken over by law, or to clear off the debt.
9. Petition in settlement before bankruptcy, being subject to petition in bankruptcy, or foreclosure action from Taiwan Clearing House.
10. Other activities in violation of laws and regulations, or business rules of Party A.

Article 29 After Party B notifies to terminate this Agreement, it shall pay all charges seven days prior to the termination date and return the vacated cabinets to Party A by the termination date. If the cabinet is not returned beyond the termination date, Party B shall compensate in equivalent to service fees according to the number of occupied days; In case of using its own non-standard cabinet, Party B shall retrieve the cabinet by the termination date. If Party B fails to do so, it shall be deemed to have relinquished its ownership, and Party A may dispose of the cabinet on its own discretion.

Article 30 In case of Party B’s hardware equipment being damaged, malfunctioned or lost due to reasons attributable to Party A, Party A shall be liable for compensation. The damage shall be calculated on the basis of the original purchase price of the equipment less the depreciation of the equipment over a period of three years, and the amount of Party A's compensation shall be limited to the total basic service fees for one year of the Services.

Article 31 When Party B enters Party A's host co-location server room to maintain its equipment, it shall follow Party A's administration rules and the "Host Co-location Server Room User Maintenance Operation Manual" (hereinafter referred to as the "Operation Manual") and relevant regulations provided by the Taiwan Stock Exchange Corporation, and shall make an appointment for the date and time of entry and exit.

If Party B or its personnel violates the preceding rules, Party A and the Taiwan Stock Exchange Corporation may prohibit them from access or request immediate departure. In case of non-compliance, Party A may suspend the Services or terminate this Agreement.

Article 32 Party A may adjust the location of Party B’s cabinet in order to manage and improve the efficiency of the Services, and Party B may not refuse to do so. However, Party B shall be exempted from paying the cabinet relocation fee.

Article 33 During the term of this Agreement or after its termination, both parties and their employees shall observe the duty of confidentiality with respect to the location of Party A's information center and the business information and other trade secrets of the other party known to both parties as a result of this Agreement and shall not steal them or disclose them to others.

**IV. Amendment and Termination**

Article 34 Party B shall not assign its rights and obligations under this Agreement to a third party without Party A's written consent; in case of a violation, Party A may terminate this Agreement.

Article 35 Party B shall apply to Party A for a change in the event of closedown suspension, or transfer of its business, merger, dissolution, etc.

Article 36 Party A may, from time to time, amend this Agreement in accordance with changes in laws and regulations, changes in technology, maintenance of system or equipment upon announcement or written notice to Party B. If Party B disagrees with such amendments, Party B shall apply to terminate this Agreement within 30 days upon the public announcement or receiving Party A's written notice. Failure to do so timely shall be deemed that Party B agrees to the amendments.

Article 37 Party A may suspend or discontinue part or all of the Services due to changes in policies or laws of the competent authorities, or to maintain the safety of market transactions, or the development of the securities and futures market. Party B shall not object or claim compensation; Party A shall make a public announcement 30 days prior to suspension date of the Services or termination date of this Agreement and notify Party B of the suspension, termination and refund procedures. However, if the amendment is due to the policies of the competent authority, it may not subject to 30 days.

**V. Supplemental Provisions**

Article 38 The notification address of this Agreement shall be subject to the information posted by Party B on Party A's User Service System. In case of any change, Party B shall update at it's soonest. If the notice cannot be delivered to the latest address of Party B due to failure to update, the date of first post office delivery shall be the legal date of service.

Article 39 The Administration Rules, Operation Manual, and the application forms of the User Service System are part of this Agreement and have the same validity as this Agreement; the same applies to any amendments.

Article 40 This Agreement shall be governed by the laws of the Republic of China, and any dispute arising from this Agreement shall be resolved by the parties in good faith. In case litigation is required, the parties agree that the Taipei District Court shall be the court of first instance.

Article 41 Matters not provided under the terms of this Agreement shall be governed by other applicable laws and regulations, or relevant rules, circulars or announcements of Party A.

Article 42 This Agreement is prepared in quadruplicate, including two originals and two copies, one original and one copy for each of Party A and Party B.

Signatures

Party A: Taipei Exchange Foundation

Representative:

Address: 15F., No. 100, Sec. 2, Roosevelt Rd., Zhongzheng Dist., Taipei City

Party B:

Representative:

Address:

GUI Number:

Date: Year Month Day