# Risk Disclosure Statement and User Agreement for API Function

Futures Trading Account Number:

_____

I/we, _____, the undersigned and applicant, hereby apply to KGI Futures Co. Ltd. ("KGI Futures") for using the Application Programming Interface (API) function to trade electronically and mandate KGI Futures to engage in futures trading on the Taiwan Futures Exchange (TAIFEX) or other futures markets approved by the competent authorities.

Before placing trading orders by using the API function, I/we have carefully read, fully understood and agreed to comply with the following:

1.  I/we am/are licensed or authorized to use the program which is connected to KGI Futures' API. I/we may trade on KGI Futures' electronic trading platform by using the API function after completion of computer network test, but KGI Futures is not obliged or responsible to ensure the compatibility between KGI Futures' electronic trading platform and program used by me/us. I/we shall bear all risks and losses arising from any problem or error occurred in my/our trading account, which resulted from the trading limitations, obstacles, restrictions or errors related to API component and program.

2.  In addition to safekeeping of my/our trading account number, password, and electronic certificate, I/we shall not authorize any other person or IT service providers of discretionary trading in futures on my/our behalf/behalves. I/we shall be fully liable for all legal responsibilities resulted from or in connection with trading orders placed by using my/our trading account number, password, and electronic certificate.   KGI Futures shall not assume any responsibility arising out thereof.

3.  API function is a type of program trading or electronic trading. Although the advisory signal of buy and sell orders   are the output from program computation, I/we shall make the final trading decision and execute trading by myself/ourselves after careful assessment.

4.  I/we understand that all the futures trading information received or obtained from electronic trading platform including market quotation, real-time information or other information shall not imply or be deemed as solicitation to me/us to trade futures. The information provided by KGI Futures are sourced from a generally reliable source, however, neither KGI Futures nor the information providers make any guarantee or assume any liability concerning the accuracy or integrity of such information. I/we shall assess and judge all the information by myself/ourselves independently. Neither KGI Futures nor the information providers shall be liable for my/our direct or indirect losses or damages arising from errors, delays or omission of the information, that are caused by event of force majeure or reasons beyond reasonable control of KGI Futures or the information providers.

5.  The trading orders and the trading reports may be delayed or suspended due to high turnover in the market or events of force majeure or including but not limited to trading network interruption, power interruption, network congestion and system congestion. Therefore, I/we shall be obliged to monitor the execution of the placed trading orders. I/we shall notify my/our designated salesperson immediately in case of any error or anomaly is found.

6.  I/we shall use the API function under the stable and fast internet connection environment. The connection equipments via wireless, 3G, or 3.5G are not recommended while using the API function. In case the product quotations shown on electronic trading platform are delayed or different from the actual market quotation due to instable internet connection or the operations of multiple quotation programs at the same time, the warning messages may not show accurately. Even the trading orders may be executed abnormally.

7.  After receiving the notice of approval if my/our application for API functions are approved by KGI Futures, I/we shall place the first electronic order by using API function within three (3) business days. Otherwise, KGI Futures may suspend the approval of the API function without prior notice. If I/we intend to activate the API function, I/we shall notify KGI Futures of such intention to restart the API function.

8.  In case of any following event deemed as an abnormal usage, KGI Futures may suspend the API function immediately without prior notice:
    (1)  logging in and out the API function up to 20 times in a minute; or
    (2)  placing and canceling the orders up to 20 times in a second; or
    (3)  placing and canceling the orders over 10,000 times in single trading day; or
    (4)  resulting in the utilization of KGI Futures' connection server more than 50% of its capacity.

9.  I/we shall comply with the trading rules and guidelines relating to API function stipulated by KGI Futures, such as the suspension of placing order.

10. For risk management or other considerations, KGI Futures may limit or cancel the network connection of API function at any time without prior notice.

11. Other than complying with the agreement relating to API function, I/we shall not use the API function for any illegal purpose.

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【Application for program(s) to be connected via API function】

Trading - Program(s) name:

Quote - Program(s) name:

※Please note that Trading Program(s) connection via API function should be completed before applying for Quote Program(s) connection, or connection to Trading Program(s) and Quote Program(s) via API function should be applied simultaneously.

※Please provide the name(s) of Trading and/or Quote Program(s) for processing the connection via API function.

(Each Program name shall be in English letters and/or numbers within 15 characters, excluding space, Chinese characters and symbols)

I/we have carefully read all content set forth above and fully understood the terms, conditions, potential risks and the relevant trading rules and guidelines of the API function, which have been explained by staff of KGI Futures _____. I/we acknowledge to comply with the terms, conditions and the relevant trading rules and guidelines of the API function and bear all risks caused by using the API function.

The Undersigned: _____ (specimen seal and signature)
Statutory Representative: _____(signature)
Identity Card No./Passport No./Corporation Registration No.: _____
E-mail : _____ Phone: _____
Date:

**(For Office Use Only)**：

※應用程式介面(API)服務限已申請電子(網路)交易帳戶之交易人使用，所屬營業員應於申請時自行檢核交易人是否已申請電子交易帳戶。

營業員分公司/姓名：_____ 營業員電話/EMAIL：_____

結算主管：_____ 經辦/核印：_____ 日期：_____

期貨交易結算部覆核（透過期貨交易輔助人辦理者）：_____

【**API 程式認證及首次使用測試**】

測試環境登入及下單認證

【**正式環境 API 測試**】

客戶傳輸連線測試，並留存相關測試記錄

通過網路下單帳號、網路登入密碼及數位憑證(電子簽章)等身份驗證程序

電子商務部主管：_____ 經辦：_____ 建檔日期：_____