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 equipment via wireless, 3G, or 3.5G is 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. Before applying to use the API functionality, I/we shall disclose to KGI Futures the algorithmic/program trading software to be connected through API (by completing the "API Program Source Declaration"), including whether such software is developed by me/us or provided by a third party (including, without limitation, algorithmic/program trading software vendors). If algorithmic/program trading software is self-developed by me/us, I/we shall provide relevant supporting documents, including, but not limited to, a description of the programming language used , the trading system architecture, or a simulated testing environment. If I/we use algorithmic/program trading software or services provided by a third party, I/we shall disclose the name of such software and provide relevant supporting documents, including, but not limited to the third-party vendor's name, software contract, proof of purchase receipt, software license or other relevant documents. I/we further represents and warrants that the algorithmic/program trading software or service used by me/us do not involve or utilize any algorithmic/program trading software or services by persons/entities engaging in futures consulting business or futures management business without the approval, license, or authorization required by the competent authority. After my/our application and the supporting documentation described above have been reviewed and approved by KGI Futures, I/we may use the approved API function for electronic trading only upon receipt of KGI Futures' notification of approval.
8. If any of the following circumstances occurs in connection with the my/our use of the API function, and KGI Futures determines, in its sole discretion, that the my/our usage constitutes abnormal use, KGI Futures may impose restrictions on, suspend, or terminate the provision of API, or take any other necessary measures. KGI Futures may also, as deemed appropriate, notify me/us to place orders through alternative order placement methods.
   (1) The number of internet connections of a single host has reached KGI Futures' maximum system load ;or
   (2) A single account has repeated order failure for multiple times on the same transaction day; or
   (3) Above-mentioned (1) and (2) control values shall be subject to the announcement on KGI Futures' official website (Electronic Trading-API Area).
   (4) If KGI Future determines that my/our use of API functions violates applicable laws or regulations or is inconsistent with the information provided in its application.

   Where KGI Futures takes such action in accordance with this clause, I/we shall have no right to claim against KGI Futures for any compensation, damages, reimbursement, or any other remedy, regardless of whether such actions affect the my/our transactions, executions of instructions, business operations, or results in any loss or damage to me/us.
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.
12. I/we understand that any approval granted by KGI Futures is limited to the programs, systems, services, and related third-party algorithmic/program trading software vendors disclosed by me/us at the time of application and approved by KGI Futures. If I/we subsequently change its software vendor, modify or redevelop its program, change the system used, or otherwise deviate from the information provided in the original application, I/we shall promptly notify KGI Futures and cooperate with the relevant re-application, filing, review, or document update procedures required by KGI Futures. If KGI Futures determine that my/our use of API is inconsistent with the original application, and I/we fail to provide the explanation or remedy such discrepancy within the period specified by KGI Futures, KGI Futures may, without prior notice, restrict, suspend, or terminate the provision of API in accordance with the Agreement.

【API Program Source Declaration】

(Please select one of the following)

☐Self-developed trading program

Development platform(multiple selections permitted0)

☐KGI MultiCharts☐Python ☐C# ☐other_____,

Supporting documents attached:

☐Program Description☐ API trading architecture ☐Test Screenshots☐other_____

☐ Programs or services provided by third parties (including algorithmic/program trading software vendors)

Vendor Name:_____

Software Name: _____,

Supporting documents Attached:

☐ Software license documentation ☐ Proof of Purchase ☐ Service Contract ☐ Other supporting documents:_____

I/we have carefully read and fully understand the foregoing, including the precaution, potential risks and the terms of use relation to API function, and have received an explanation thereof from staff designated by KGI Futures _____.

I/we confirm that all information and statements provided in connection with this application are true and accurate, and that the programs or services used by me/us have either been independently developed by me/us or lawfully authorized for my/our use. Where I/we use any programs or services provided by third parties (including any algorithmic trading software vendors), I/we confirm that all relevant information has been truthfully as disclosed. I/we further represent and warrant that the programs or services used by me/us do not involve or utilize any algorithmic trading software or services provided by any person or entity engaging in futures consulting business or futures management business without the approval, license, or authorization required by the competent authority.

I/we agree to comply with the terms and conditions of the use of API function and assume all associated risks caused by the use of API function.

The Undersigned: _____ (specimen seal and signature)

Statutory Representative: _____(signature)

Identity Card No./Passport No./Corporation Registration No.: _____

E-mail : _____ Phone: _____

Date:

以下由凱基期貨相關人員或其交易輔助人填具

(To be completed by KGI Futures Personnel or its futures introducing broker)

一、【軟體審查】

1.☐已確認客戶填妥 API 程式來源聲明

2.☐已取得客戶所提供之相關佐證資料(包含自行開發或及第三人所提供之程式或服務(含程式交易軟體供應商))

3.☐未發現涉及未經主管機關核准之期貨顧問事業或期貨經理事業之情事

4.☐如有其他應進一步查核事項，請敘明:

【軟體審查結果-審查意見】

☐通過(1 至 3 均全數勾選者)　☐補件後再審　☐不通過

二、【適當性評估(KYC)】

1.☐已完成 API 服務注意事項、權利義務關係、相關風險及使用約定及系統異常及停權機制說明

2.☐已確認客戶具期貨交易經驗

(☐期貨市場開戶滿三個月證明:開戶日期_____或☐檢附期貨開戶證明(如檢具 3 個月前之對帳單或買賣報告書)

(☐最近一年於期貨市場交易滿十筆證明: 檢附證明(如檢具對帳單或買賣報告書)

3.☐已評估客戶具相當風險承受能力，適合採用 API 服務下單

客戶已填妥【API 程式來源聲明】並聲明均知悉且充分瞭解 API 電子交易風險及其相關使用規範，故評估客戶具相當風險承受能力，可受理該客戶之 API 服務申請

【適當性評估(KYC)結果-評估意見】

☐適合(1 至 3 均全數勾選者及已開立凱基電子(網路)交易帳戶)　☐補充說明後再評估　☐不適合

營業員分公司/姓名：_____營業員電話/EMAIL：_____

經辦/核印：_____ 日期： _____

【API 測試】

1.已完成客戶傳輸連線測試(包括測試環境進行 API 程式開發及連線測試)，並留存相關測試記錄

2.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

電商經辦/覆核：_____建檔日期：_____