**上海国际能源交易中心标准仓单管理系统用户服务协议** 编号：

**甲方：**（上海国际能源交易中心标准仓单管理系统用户）

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| --- | --- |
| 地址： | 邮编： |
| 联系人： | 联系电话： |

**乙方：**上海国际能源交易中心股份有限公司（以下简称“**能源中心**”）

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| --- | --- |
| 地址： | 邮编： |
| 联系人： | 联系电话： |

 甲方自愿申请使用乙方标准仓单管理系统，为明确双方的权利和义务，经双方自愿协商，签订本协议，并承诺遵守。

1. 甲方承诺遵守并执行《上海国际能源交易中心交割细则》(以下简称“**《交割细则》**”)以及其他与交割和标准仓单管理有关的交易规则、实施细则及其他由乙方不时制定、颁布或修订的规范性文件 (上述合称“**相关交易规则**”)。对相关交易规则的违反均构成违规行为，乙方可按照《上海国际能源交易中心违规处理实施细则》的有关规定处理。
2. 与本协议有关的所有标准仓单业务（包括但不限于标准仓单管理系统的使用和管理有关的流程），以及当事各方的权利义务均应按照中国法律法规和相关交易规则执行。
3. 本协议中的所有术语，除非另有说明，应与相关交易规则具有同样的含义。
4. 甲方申请使用乙方标准仓单管理系统，应申请创建标准仓单管理系统用户（以下简称“仓单系统用户”），并获得U盾。乙方应在甲方申请创建仓单系统用户成功后十（10）个交易日内，将登录密码和U盾按照本协议首部载明的联系方式寄送甲方或者以乙方认为合适的方式交送给甲方。如乙方以特快专递形式寄送的，寄出后境内第二（2）个工作日、境外第十（10）个工作日即视为送达。甲方在收到U盾后，应立即登录标准仓单管理系统修改初始登录密码。甲方在上述期限内未收到U盾的，应及时和乙方联系。
5. 乙方通过标准仓单管理系统为甲方提供标准仓单生成、交割、查询、转让、质押、期货转现货等服务。
6. 甲方应保证其申请标准仓单账户和仓单系统用户开户所提供的资料和证明真实、完整和有效，不存在隐瞒、欺骗或误导乙方或其他标准仓单业务参与者的情形。
7. 甲方应承诺接受并配合乙方对标准仓单管理系统及其对于标准仓单管理系统的操作、使用的监督和管理。
8. 乙方认定甲方有违反乙方相关交易规则的违规行为，乙方可注销标准仓单账户或仓单系统用户；本协议将因标准仓单账户或仓单系统用户的注销而自动终止。乙方不对此终止及产生的任何后果承担法律责任。如甲方因此给乙方或其他标准仓单业务参与者造成任何损失的，甲方应当全额赔偿。
9. 甲方在使用乙方标准仓单管理系统时，应按照乙方的规定正确操作，因甲方操作不当而造成的损失，由甲方承担由此产生的一切责任。
10. 甲方应妥善保管本人登录密码和U盾，所有使用上述登录密码或U盾进行的操作均视为甲方本人所为，由甲方承担由此产生的一切责任。
11. 甲方在此不可撤销的承诺并确认通过标准仓单管理系统所作的电子数据形式的任何授权、委托、申请、确认、交割、结算等行为均代表其真实合法意思表示，具有等同于书面形式的法律行为的完全法律效力。
12. 甲方丢失U盾后应及时到乙方或为其开户的会员或境外特殊经纪参与者或境外中介机构处办理挂失手续。甲方应在挂失成功后五（5）个交易日内到乙方办理重新申领U盾的手续。
13. 甲方到乙方办理销户手续应退还U盾，经办人需提供身份证明和甲方书面委托书。
14. 乙方可根据技术进步和业务发展的具体情况改进标准仓单管理系统的有关服务项目，但乙方在做出改进之前应以适当的方式通知甲方。甲方应接受并认可该等改进。
15. 标准仓单账户和仓单系统用户仅限于甲方使用，甲方不得以任何方式转让，也不得授权其他组织或个人使用。
16. 对因地震、台风、水灾、火灾、战争、公共卫生事件等各方无法控制、不能预见并且对其发生和后果不能防止或避免的不可抗力事件或者不可归责于乙方的计算机系统、通讯系统、互联网系统、电力系统等公共设施的故障等不可归责于乙方的原因造成乙方不能或不能及时履行本协议项下全部或部分义务的，乙方不承担法律责任。但乙方将采取一切可能的补救措施及时恢复数据，减小损害后果。
17. 由于国家法律、法规、规章、政策的变化，乙方相关交易规则的修改、紧急措施的出台等原因，导致乙方对标准仓单管理系统及其操作规程进行的修改，乙方应以适当的方式通知甲方，甲方应当接受并认可该等修改。
18. 乙方应对甲方提供的申请资料和其他信息保密，但该信息已经公开或法律、法规另有规定的除外。
19. 甲方应保守其在使用标准仓单管理系统中获知的乙方或其他标准仓单业务参与者的一切商业秘密。甲方的前述保密义务在本协议因任何原因终止或解除后仍然有效。甲方应负责约束其雇员、代理人、外聘顾问及关联公司同样完全履行本协议项下所约定的所有保密义务并就上述人士任何违反保密义务的行为承担连带责任。
20. 凡因本合同引起的或与本合同有关的任何争议､纠纷､分歧或索赔(包括但不限于本合同的存续､效力､解释､履行､违反或终止，或因本合同引起的或与之相关的任何非合同性争议)，如合同双方未能通过协商一致进行解决，均应将争议事项提请上海国际仲裁中心中国（上海）自由贸易试验区仲裁院仲裁，按照仲裁申请时上海国际仲裁中心中国（上海）自由贸易试验区仲裁院届时有效的仲裁规则在上海进行仲裁。仲裁语言为[中文]，仲裁员为[三]人。仲裁裁决是终局的，对本合同各方均有法律约束力。败诉方应承担为解决前述争议而产生的合理费用，包括但不限于仲裁费和律师费。
21. 本协议适用中华人民共和国法律。本协议的未尽事宜，应按照法律、法规、规章和乙方相关交易规则办理。
22. 本协议自双方适当签署（甲方为中国法人的，需法定代表人或其授权代理人签字并加盖有效印章）之日起生效，至甲方完成书面销户手续的下一交易日起终止，本协议另有约定的除外。
23. 本协议一式贰份，甲、乙双方各执一份，各份均具有同等法律效力。

若本协议的中文与英文两种文本存在不一致，应以中文文本为准。

请甲方确认后逐字抄写下列内容：

**本人已阅读全部条款，充分了解并清楚知晓标准仓单管理系统的相关信息，愿意遵守本协议。**

手抄：

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甲方法定代表人或授权代理人（签章）： 乙方法定代表人或授权代理人（签章）：

Legal representative or authorized signature Legal representative or authorized signature

of Party A (signature and seal) of Party B (signature and seal)

日期： 年 月 日 日期： 年 月 日

Date: YYYY / MM / DD Date: YYYY / MM / DD

**Shanghai International Energy Exchange Standard Warrant Management System Service Agreement**

Contract Serial No.:

This Service Agreement is made by and between:

**Party A:** , account holder of the Standard Warrant Management System of the Shanghai International Energy Exchange

|  |  |
| --- | --- |
| Address: | Postal code: |
| Contact person: | Tel.: |

**AND**

**Party B:** Shanghai International Energy Exchange Co., Ltd. (“**INE**”)

|  |  |
| --- | --- |
| Address: | Postal code: |
| Contact person: | Tel.: |

Party A and Party B shall be hereinafter referred to individually as a “Party” and collectively as the “Parties.”

Following Party A’s indication of its intention to apply for access to the Standard Warrant Management System of Party B and to negotiate terms and conditions between both parties, the Parties hereby agree to enter into this Agreement and to be bound by the following terms and conditions:

1. Party A undertakes to observe and follow the *Delivery Rules of the Shanghai International Energy Exchange* (the “**Delivery Rules**”), other rules and practices related to delivery and standard warrant management, and other regulatory documents formulated, issued, or amended when deemed necessary by Party B (hereinafter referred to collectively as the “**Relevant Trading Rules**”). Any violation of the Relevant Trading Rules will constitute misconduct and will provide grounds for Shanghai International Energy Exchange Co. Ltd. to take action consistent with the *Enforcement Rules of the Shanghai International Energy Exchange*.

2. All standard warrant transactions and business (including but not limited to the procedures for using the INE’s Standard Warrant Management System as prescribed by the Exchange), and the rights and obligations of both Parties shall be subject to the laws and regulations of the People’s Republic of China (the “**PRC**”) and the Relevant Trading Rules.

3. Except as otherwise noted, all terms used herein shall have the meanings as defined in the Relevant Trading Rules.

4. To access the Standard Warrant Management System, Party A shall first apply for a Standard Warrant Management System account (the “**Warrant System Account**”) and obtain from Party B USB security tokens (U-key) for different users under this account individually. Party B shall, within ten (10) trading days following the approval of the Warrant System Account, deliver the set of default login passwords and U-keys to Party A’s address appearing at the top of page one of this Agreement by post or through such means as Party B deems fit. If Party B uses express mail service to deliver the set of passwords and U-keys, they shall be deemed received by Party A on the second (2nd) business day (if Party A’s address is within the PRC) or the tenth (10th) business day (if Party A’s address is outside the PRC) after the date on which they were posted. After receipt of passwords and U-keys, Party A shall have each account user log into the Standard Warrant Management System to change its default login passwords in a timely fashion. Party A shall immediately notify Party B if it does not receive the USB security token within the time periods defined above..

5. Party B shall, through the Standard Warrant Management System, provide Party A with services such as the generation, delivery, query, transfer, and/or pledge of standard warrants and support for exchange for physicals (EFP) transactions involving standard warrants.

6. Party A positively affirms that the materials and certificates it provides to apply for the standard warrant account and the Warrant System Users are authentic, complete, and valid, and that it has not attempted to conceal facts from or to deceive or mislead Party B or any other participants involved in standard warrant transactions and services.

7. Party A undertakes to accept and cooperate with Party B’s supervision and administration of the Standard Warrant Management System and of Party A’s operation and use thereof.

8. Where Party B holds that Party A has committed any act that violates the Relevant Trading Rules, Party B may close Party A’s standard warrant account and terminate Warrant System Account users’ accesses, which will automatically terminate this Agreement . Party B shall be exempt from any legal liability for such termination or for any other consequences arising therefrom, and Party A shall fully compensate Party B and any other participant using standard warrant transactions and services for any losses resulting from the event.

9. Party A shall use the Standard Warrant Management System in compliance with the protocols of Party B and shall be fully responsible for any losses resulting from its improper use.

10. Each of Party A’s users shall keep his/her own login password and U-key secure. All operations performed with the passwords or U-keys issued to Party A shall be deemed to be performed by Party A and all liability resulting therefrom shall be assumed by Party A.

11. Party A hereby irrevocably undertakes and acknowledges that any authorization, entrustment, application, confirmation, delivery, clearing and settlement, or other act performed electronically through the Standard Warrant Management System reflects its true and legitimate intention and shall have the same, full legal effect as any legal act performed in writing.

12. In the event of loss of any U-keys, Party A shall promptly report the loss to Party B or to the Futures Firm (FF) Member/Overseas Special Brokerage Participant (OSBP)/ Overseas Intermediary (OI) through which Party A opens its Standard Warrant Account. Party A shall apply for a new U-key to Party B directly or indirectly within five (5) trading days after completing the foregoing reporting procedure.

13. In the case where Party A cancels its Warrant Account, Party A shall return its U-keys to Party B when applying to cancel its account and the administrator authorized by Party A to close the account shall furnish his/her identification and a POA letter from Party A.

14. Party B may upgrade the Standard Warrant Management System based on technological advances and business requirements for its subscribers, provided Party A is appropriately notified by Party B in advance. Party A shall recognize and accept such upgrades.

15. Party A’s Standard Warrant Account and all activities under this account are limited to Party A’s exclusive use only. Use of the Account or users’ access are not transferrable and shall not be accessible by any third party..

16. Party B shall not be legally liable for its failure to perform or perform in a timely manner all or part of its obligations under this Agreement due to any force majeure, such as earthquake, typhoon, flood, fire, war, or public health incident, which is uncontrollable and unforeseeable by either Party and the occurrence and consequence of which are insurmountable and unavoidable, or due to any reasons not attributable to Party B (such as a malfunction, not due to any fault of Party B, of any computer, communication, internet, or power systems or of other public infrastructure, provided), however, that Party B shall take all possible remedial actions to timely recover data in order to minimize any damage so incurred.

17. If Party B needs to modify the Standard Warrant Management System and the operating procedures thereof due to any change in the laws, regulations, rules, or policies of PRC or Relevant Trading Rules or the adoption of any emergency measures, Party B shall promptly notify Party A and Party A shall recognize and accept such modification.

18. Party B shall keep the account application materials and other information provided by Party A confidential, unless such material or information have already been made public or laws and regulations require otherwise.

19. Party A shall preserve the confidentiality of all non-public information regarding Party B and information of other indirect Standard Warrant Accounts that have come into its possession when using the Standard Warrant Management System. The foregoing confidentiality obligations of Party A shall survive the termination or cancellation, for whatever cause, of this Agreement. Party A shall ensure its employees, agents, third-party advisors, and affiliates fully perform all confidentiality obligations under this Agreement as if they were Party A, and shall be jointly and severally responsible for any violations of such obligations.

20. Any dispute, controversy, conflict, or claim arising out of or in connection with this Agreement, including but not limited to those regarding the existence, validity, interpretation, performance, breach, or termination of this Agreement or any dispute regarding non-contractual obligations arising out of or in connection with this Agreement, if not settled by the Parties through negotiations, shall be referred to China (Shanghai) Pilot Free Trade Zone Court of Arbitration, Shanghai International Arbitration Center for arbitration. Arbitration shall be conducted in [Chinese] by [three (3)] arbitrators in Shanghai pursuant to the arbitration rules of China (Shanghai) Pilot Free Trade Zone Court of Arbitration in effect at the time of submission of the arbitration application. The arbitral award shall be final and binding upon the Parties. The losing Party shall bear the reasonable expenses incurred for the resolution of the above-mentioned disputes, including but not limited to arbitration costs and attorney’s fees.

21. This Agreement shall be governed by the laws of PRC. Matters not covered by this Agreement shall be handled in accordance with the laws, regulations, and rules of PRC and the Relevant Trading Rules of Party B.

22. Unless otherwise agreed herein, this Agreement shall come into effect upon being duly executed by the Parties (or, if Party A is a Chinese legal person, signed by the legal representative or authorized agent of Party A and affixed with the valid seal of Party A) and shall remain in effect until the start of the first trading day following Party A’s completion of the account cancelling procedures.

23. This Agreement shall be made in two (2) original copies of equal legal effect, with each Party retaining one (1).

If there is any inconsistency between the Chinese and English versions of this Agreement, the Chinese version shall prevail.

Party A shall acknowledge the following paragraph and copy it verbatim by hand:

**I / We, the undersigned, having read all of the above terms and possessing a full and clear understanding of the information relating to the Standard Warrant Management System, am/are willing to observe this Agreement.**

The above paragraph is hand-copied by Party A below: