

AGREEMENT FOR MARKET DATA DISPLAY SERVICES - SHANGHAI STOCK EXCHANGE

(Usage-Based Services/Nonprofessional Subscriber Status)

POEMS account number: _____ Name: _____

TR code: _____ Signature: _____

IMPORTANT

This agreement may only be used for the purposes of the "Free Live Price and Market Depth for China A Shares" promotion and will not be acceptable in other circumstances.

If there are any changes in your personal and employment data declared below, please inform your trading representative immediately.

DISCLAIMER

I acknowledge that:

1. I am fully aware that I am declaring jointly to Shanghai Stock Exchange, China Investment Information Services Ltd and Phillip Securities Pte Ltd (PSPL).
2. PSPL reserves the right to impose retroactive penalties charges on me at professional rates should I fail to declare accurately and truthfully.

Terms and Conditions

PHILLIP SECURITIES PTE LTD ("Vendor") agrees to make "Market Information" available to you pursuant to the terms and conditions set forth in this agreement. By executing this Agreement, in the space indicated below, you ("Subscriber") agree to comply with those terms and conditions. Section 1 sets forth terms and conditions of general applicability. Section 2 applies insofar as Subscriber receives and uses Market Information made available pursuant to this Agreement as a Non-professional Subscriber.

SECTION 1: TERMS AND CONDITIONS OF GENERAL APPLICABILITY

1. **MARKET DATA DEFINITION** - Means the collection or database of information and data known as 'Shanghai Stock Exchange Market Information' and which is more particularly described in Schedule 1*, as may be amended from time to time, and shall include data, symbols, information, statistics and other information in letter or numeral form (or both) disclosing, describing, summarising or otherwise commenting on or dealing with the trading of securities and derivatives contracts on the Exchange or such other markets, trading facilities or clearing facilities operated or administered by or for the Exchange.

Schedule 1: Data Service Agreement Between China Investment Information Services Ltd, an indirect subsidiary of Shanghai Stock Exchange and Phillip Securities Pte Ltd*

2. **PROPRIETARY NATURE OF DATA** - Subscriber understands and acknowledges that Data Disseminator has a proprietary interest in the Market Information that originates on or derives from it or its market(s).
3. **ENFORCEMENT** - Subscriber understands and acknowledges that Shanghai Stock Exchange, China Investment Information Services Ltd, or its authorized representative(s) may enforce this Agreement, by legal proceedings or otherwise, against Subscriber or any person that obtains Market Information that is made available pursuant to this Agreement other than as this Agreement contemplates. Subscriber shall pay the reasonable attorney's fees that Shanghai Stock Exchange or China Investment Information Services Ltd incurs in enforcing this Agreement against Subscriber.
4. **DATA NOT GUARANTEED** - Subscriber understands that no Data Disseminator and no information processor that assists any Data Disseminator in making Market Information available (collectively, the "Disseminating Parties") guarantees the timeliness, sequence, accuracy or completeness of Market Information or of other market information or messages disseminated by any Disseminating Party. Neither Subscriber nor any other person shall hold any Disseminating Party liable in any way for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any Disseminating Party, to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of any Disseminating Party.
5. **PERMITTED USE** - Subscriber shall not furnish Market Information to any other person or entity. If Subscriber receives Market Information other than as a Non-Professional Subscriber, it shall use Market Information only for its individual use in its business.
6. **DISSEMINATION DISCONTINUANCE OR MODIFICATION** - Subscriber understands and acknowledges that, at any time, Shanghai Stock Exchange or China Investment Information Services Ltd may discontinue disseminating any category of Market Information, may change

or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Data Disseminator shall not be liable for any resulting liability, loss or damages that may arise therefrom.

7. **DURATION; SURVIVAL** – This Agreement remains in effect for so long as Subscriber has the ability to receive Market Information as contemplated by this Agreement. In addition, Vendor may terminate this Agreement at any time, whether at the direction of Shanghai Stock Exchange or China Investment Information Services Ltd or otherwise. Paragraphs 2, 3 and 4, survive any termination of this Agreement.
8. **ACCEPTED AND AGREED:** I, the "Subscriber" to which the preceding terms and conditions refer, acknowledge that I have read the preceding terms and conditions of this Section 1, that I understand them and that I hereby manifest my assent to, and my agreement to comply with, those terms and conditions by "clicking" on the following box:

☐ I have read and agree on above information

SECTION 2: NONPROFESSIONAL SUBSCRIBER

9. **NONPROFESSIONAL SUBSCRIBER DEFINITION** - A retail or non-professional Authorised Recipient is an Authorised Recipient who meets the following criteria:
- (a) The Subscriber is a natural person;
 - (b) The Subscriber does not operate a financial service institution;
 - (c) The Subscriber will use the Information exclusively for his/her private purpose, such as, in particular, the management of his/her own private assets;
 - (d) The Subscriber will not use the Information for business purpose;
 - (e) The Subscriber will not use the Information in any other manner for the purpose of third parties; and
 - (f) The Subscriber will not distribute the Information onward to third parties and will not make the Information available to third parties; in particular those parties who do not qualify as retail investors.

Subscriber may not receive Market Information as a "Non-Professional Subscriber" unless the vendor providing that data to Subscriber first determines that the individual falls within Paragraph 9's definition of "Non-Professional Subscriber."

10. **PERMITTED RECEIPT** - Subscriber may not receive Market Information from Vendor, and Vendor may not provide Market Information to Subscriber, on a "Non-Professional Subscriber" basis unless Vendor first properly determines that Subscriber qualifies as a "Non-Professional Subscriber" as defined in Paragraph 9 and Subscriber in fact qualifies as a "Non-Professional Subscriber."
11. **PERMITTED USE** - If Subscriber is a Non-Professional Subscriber, he or she shall receive Market Information solely for his or her personal, non-business use.
12. **PERSONAL AND EMPLOYMENT DATA** – As a prerequisite to qualifying as a "Nonprofessional Subscriber", Subscriber shall provide the following information. **Please do not leave any 'NIL', 'N/A' or blank responses:**

Subscriber's name and address:

Subscriber's occupations:

Name(s) and address(es) of Subscriber's employer(s):

Subscriber's title(s) and/or position(s):

In order to facilitate a decision as to whether Subscriber qualifies as a "Nonprofessional Subscriber," Subscriber shall answer the following questions:

A. Are you registered and paying under a corporate name, association or any legal entity registered with the Registrar of Companies?

- ☐ Yes
☐ No

B. Do you use this service in your capacity as an investment adviser or fund manager of funds which do not belong to you?

- ☐ Yes
☐ No

C. Are you registered and paying in your personal name or capacity?

- ☐ Yes
☐ No

D. Do you use this service for the purpose of managing your personal funds?

- ☐ Yes
☐ No

E. Do you distribute or provide Market Information from this service to any third party in any manner?

- ☐ Yes
☐ No

F. Are you a remisier or dealer with any other broking house?

- ☐ Yes
☐ No

Subscriber shall notify Vendor promptly in writing of any change in his or her circumstances that may cause him or her to cease to qualify as a Nonprofessional Subscriber or that may change his or her response to any of the preceding questions.

13. **CERTIFICATION** - By executing this Agreement, Subscriber hereby certifies that he or she falls within Paragraph 9's definition of "Nonprofessional Subscriber" and that the personal and employment information that he or she has included in Paragraph 12 is truthful and accurate.

☐ I hereby certify that the information above is true and accurate

ACCEPTED AND AGREED: I, the "Subscriber" to which the preceding terms and conditions refer, acknowledge that I have read the preceding terms and conditions of this Section 2, that I understand them and that I hereby manifest my assent to, and my agreement to comply with those terms and conditions by "clicking" on the following box:

☐ I have read and agree on above information

DISCLAIMER:

I acknowledge that:

1) I am fully aware that I am declaring jointly to Shanghai Stock Exchange, China Investment Information Services Ltd and Phillip Securities Pte Ltd (PSPL).

2) PSPL reserves the right to impose retroactive penalties charges on me at professional rates should I fail to declare accurately and truthfully.