

Exchange Agreements- New York Stock Exchange Subscriber Agreement- Exhibit B Agreement for Market Data Display Services & NASDAQ OMX Global Subscriber Agreement Terms and Conditions & Application Agreement for Receipt of Canadian Exchange Group Market Data

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## Exchange Agreements

Dear Customer,

New York Stock Exchange (NYSE) & American Stock Exchange (AMEX), Canadian Exchange Group (CEG), and National Association Securities Dealers (NASD) require that you accept their respective subscriber online agreements (the "Exchange Agreements") before we can grant you continued access to the real-time quotes and/or other quotes and information on DBS Online Securities Trading Platform. Please review and agree to the terms of the Exchange Agreements in order to gain access to the real-time quotes and/or other quotes and information. You will not have to complete this process again, once you have agreed initially.

We will now take you through on-screen copies of the NYSE & AMEX, NASDAQ and CEG Agreements.

Thank you for your cooperation.  
DBS Bank (Hong Kong) Ltd

### Personal Data Notice In Relation to “NEW YORK STOCK EXCHANGE SUBSCRIBER AGREEMENT - EXHIBIT B AGREEMENT FOR MARKET DATA DISPLAY SERVICES” & “NASDAQ OMX GLOBAL SUBSCRIBER AGREEMENT TERMS AND CONDITIONS” & “APPLICATION AGREEMENT FOR RECEIPT OF CANADIAN EXCHANGE GROUP MARKET DATA” (collectively known as “Exchange Agreements”)

Your personal data specified in the Exchange Agreements will be collected for the purpose of us providing real-time quotes and information to you in accordance with the requirements of the New York Stock Exchange, the American Stock Exchange, the Canadian Exchange Group and the National Association of Securities Dealers. The collected data will be stored by a DBS group company located in Singapore. Please note that the data may be transferred to other DBS group company(s) inside or outside of Hong Kong and/or the relevant exchange. The data will be retained for a period not longer as permitted or required by the relevant laws and regulations. We will not use your personal data for any purpose other than as set out herein. For more information, please refer to our Data Policy at <http://www.dbs.com.hk/personal/data-policy.page>.

I confirm that I agree to and have understood the above notice.

You will need to agree to the terms of all the Exchange Agreements in order to get access to real-time US and Canada market data. To confirm your acceptance:

1. Click on “Accept All” to declare you are a non-professional subscriber
2. Review the selections in the “Green” sections
3. Fill in the required information in the “Red” sections

## NEW YORK STOCK EXCHANGE SUBSCRIBER AGREEMENT - EXHIBIT B AGREEMENT FOR MARKET DATA DISPLAY SERVICES (Usage-Based Services/Nonprofessional Subscriber Status) (Electronic Version)

DBS Bank (Hong Kong) Ltd ("Vendor") agrees to make "Market Data" 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 Data made available pursuant to this Agreement as a Nonprofessional Subscriber.

### SECTION 1: TERMS AND CONDITIONS OF GENERAL APPLICABILITY

#### 1. MARKET DATA DEFINITION

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For all purposes of this Agreement, "Market Data" means (a) last sale information and quotation information relating to securities that are admitted to dealings on the New York Stock Exchange ("NYSE"), (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an "Authorizing SRO") may make available and as the NYSE may from time to time designate as "Market Data"; and (c) all information that derives from any such information.

**2. PROPRIETARY NATURE OF DATA**

Subscriber understands and acknowledges that each Authorizing SRO and Other Data Disseminator has a proprietary interest in the Market Data that originates on or derives from it or its market(s).

**3. ENFORCEMENT**

Subscriber understands and acknowledges that (a) the Authorizing SROs are third-party beneficiaries under this Agreement and (b) the Authorizing SROs or their authorized representative(s) may enforce this Agreement, by legal proceedings or otherwise, against Subscriber or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates. Subscriber shall pay the reasonable attorney's fees that any Authorizing SRO incurs in enforcing this Agreement against Subscriber.

**4. DATA NOT GUARANTEED**

Subscriber understands that no Authorizing SRO, no other entity whose information is made available over the Authorizing SROs' facilities (an "Other Data Disseminator") and no information processor that assists any Authorizing SRO or Other Data Disseminator in making Market Data available (collectively, the "Disseminating Parties") guarantees the timeliness, sequence, accuracy or completeness of Market Data 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) nonperformance 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, labor 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 Data to any other person or entity. If Subscriber receives Market Data other than as a Nonprofessional Subscriber, it shall use Market Data only for its individual use in its business.

**6. DISSEMINATION DISCONTINUANCE OR MODIFICATION**

Subscriber understands and acknowledges that, at any time, the Authorizing SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs 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 Data as contemplated by this Agreement. In addition, Vendor may terminate this Agreement at any time, whether at the direction of the Authorizing SROs or otherwise. Paragraphs 2, 3 and 4, and the first two sentences of Paragraph 8, survive any termination of this Agreement.

**8. MISCELLANEOUS**

The laws of the State of New York shall govern this Agreement and it shall be interpreted in accordance with those laws. This Agreement is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act. This writing contains the entire agreement between the parties in respect of its subject matter. Subscriber may not assign all or any part of this Agreement to any other person. The person executing this Agreement below represents and warrants that he or she has legal capacity to contract and, if that person is executing this Agreement on behalf of a proprietorship or a business, partnership or other organization, represents and warrants that he or she has actual authority to bind the organization.

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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 execute this Agreement, and my agreement to comply with those terms and conditions by "clicking" on the following box:

I Agree

I Disagree

SECTION 2: NONPROFESSIONAL SUBSCRIBER

9. **NONPROFESSIONAL SUBSCRIBER DEFINITION**

"Nonprofessional Subscriber" means any natural person who receives market data solely for his/her personal, non-business use and who is not a "Securities Professional." A "Securities Professional" includes an individual who, if working in the United States, is:

- a. registered or qualified with the Securities and Exchange Commission (the "SEC"), the Commodities Futures Trading Commission (the "CFTC"), any state securities agency, any securities exchange or association, or any commodities or futures contract market or association.
- b. engaged as an "investment advisor" as that term is defined in Section 202(a)(11) of the Investment Advisor's Act of 1940 (whether or not registered or qualified under that Act), or
- c. employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were to perform such functions for an organization not so exempt.

A person who works outside of the United States will be considered a "Securities Professional" if he or she performs the same functions as someone who would be considered a "Securities Professional" in the United States.

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

10. **PERMITTED RECEIPT**

Subscriber may not receive Market Data from Vendor, and Vendor may not provide Market Data to Subscriber, on a "Nonprofessional Subscriber" basis unless Vendor first properly determines that Subscriber qualifies as a "Nonprofessional Subscriber" as defined in Paragraph 9 and Subscriber in fact qualifies as a "Nonprofessional Subscriber."

11. **PERMITTED USE**

If Subscriber is a Nonprofessional Subscriber, he or she shall receive Market Data 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 (All fields are required):

Subscriber's Name:

Subscriber's Address:

Name(s) of Subscriber's Employer(s):

Address(es) of Subscriber's Employer(s):

Subscriber's Occupation:

Subscriber's Job Title:

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

- a. Do you use Market Data solely for your personal, non-business use?
  - Yes
  - No
- b. Do you receive Market Data for your business or any other entity?
  - Yes
  - No
- c. Are you currently registered or qualified with the SEC or the CFTC?
  - Yes
  - No
- d. Are you currently registered or qualified with any securities agency, any securities exchange, association or regulatory body, or any commodities or futures contract market, association or regulatory body, in the United States or elsewhere?
  - Yes
  - No
- e. Whether you are located within or outside of the United States, do you perform any functions that are similar to those that require an individual to register or qualify with the SEC, the CFTC, any other securities agency or regulatory body, any securities exchange or association, or any commodities or futures contract market, association or regulatory body?
  - Yes
  - No
- f. Are you engaged to provide investment advice to any individual or entity?
  - Yes
  - No
- g. Are you engaged as an asset manager?
  - Yes
  - No
- h. Do you use the capital of any other individual or entity in the conduct of your trading?
  - Yes
  - No
- i. Do you conduct trading for the benefit of a corporation, partnership, or other entity?
  - Yes
  - No
- j. Have you entered into any agreement to share the profit of your trading activities or receive compensation for your trading activities?

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Yes

No

- k. Are you receiving office space, and equipment or other benefits in exchange for your trading or work as a financial consultant to any person, firm or business entity?

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 clicking on the following box, 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.

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 execute this Agreement, and my agreement to comply with those terms and conditions by "clicking" on the following box:

I Agree

I Disagree

## NASDAQ OMX Global Subscriber Agreement Terms and Conditions

The Distributor and its agents may not modify or waive any term of this Agreement. Any attempt to modify this Agreement, except by NASDAQ OMX, is void.

### 1. USE OF DATA

Subscriber may not sell, lease, furnish or otherwise permit or provide access to the Information to any other Person or to any other office or place. Subscriber will not engage in the operation of any illegal business use or permit anyone else to use the Information, or any part thereof, for any illegal purpose or violate any NASDAQ OMX or Securities and Exchange Commission ("SEC") Rule or any Financial Services Authority Rule ("FSA") or other applicable law, rule or regulation. Subscriber may not present the Information rendered in any unfair, misleading or discriminatory format. Subscriber shall take reasonable security precautions to prevent unauthorized Persons from gaining access to the Information.

#### a. Non-Professional or Private Subscriber

For Non-Professional or Private Subscriber, the Information is licensed only for personal use. By representing to Distributor that Subscriber is a Non-Professional or Private Subscriber, or by continuing to receive the Information at a Non-Professional or Private Subscriber rate, Subscriber is affirming to Distributor and to NASDAQ OMX that Subscriber meets the definition of Non-Professional or Business Subscriber as set forth in Section 12 of this Agreement. A Non-Professional or Private Subscriber shall comply promptly with any reasonable request from NASDAQ OMX for information regarding the Non-Professional Subscriber's receipt, processing, display and redistribution of the Information.

#### b. Professional or Business Subscriber

For Professional or Business Subscriber, the Information is licensed for the internal business use and/or personal use of the Professional or Business Subscriber. Professional or Business Subscribers may, on a non-continuous basis, furnish limited amounts of the Information to customers in written advertisements, correspondence or other literature or during voice telephonic conversations not entailing computerized voice, automated information inquiry systems or similar technologies. Upon request, Professional or Business Subscribers shall make its premises available to NASDAQ OMX for physical inspection of Distributor's Service and of Professional or Business Subscriber's use of the Information (including review of any records regarding use of or access to the Information and the number and locations of all devices that receive Information), all at reasonable times, upon reasonable notice, to ensure compliance with this Agreement.

Restrictions on uses and transfers: The subscriber ("Subscriber") may not provide access to information described herein ("Information") or transfer this Agreement to others. The Information is only for use as described by the Non-Professional or Professional Subscriber (for U.S. Information) and Business or Private (for non-US. Information) definitions. [Section 12]

I Agree

I Disagree

### 2. PROPRIETARY DATA.

NASDAQ OMX grants to Subscriber a nonexclusive, non-transferable license during the term of the Agreement to receive and use the Information transmitted to it by Distributor and thereafter, to use such Information as permitted under the terms of this Agreement and/or the NASDAQ OMX Requirements. Subscriber acknowledges and agrees that NASDAQ OMX has proprietary rights to the Information that originates on or derives from markets regulated or operated by NASDAQ OMX, and compilation or other rights to Information gathered from other sources. Subscriber further acknowledges and agrees that NASDAQ OMX's third-party information providers have exclusive proprietary rights to their respective Information. In the event of any misappropriation or misuse by Subscriber or anyone who accesses the Information through Subscriber, NASDAQ OMX or its third-party information providers shall have the right to

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obtain injunctive relief for its respective materials. Subscriber will attribute source as appropriate under all the circumstances.

**3. PAYMENT**

Subscriber shall assume full and complete responsibility for the payment of any taxes, charges or assessments imposed on Subscriber or NASDAQ OMX (except for federal, state or local income taxes, if any, imposed on NASDAQ OMX) by any foreign or domestic national, state, provincial or local governmental bodies, or subdivisions thereof, and any penalties or interest relating to the provision of the Information to Subscriber. Interest shall be due from the date of the invoice to the time that the amount(s) that are due have been paid. To the extent permitted by applicable law, Subscriber acknowledges and agrees that the termination of the Distributor's Service for failure to make payments shall not be considered an improper limitation of access by NASDAQ OMX. For Professional or Business Subscribers, if any payment is due directly to NASDAQ OMX under this Agreement, payment in full is due NASDAQ OMX in immediately available funds, in the currency specified by NASDAQ OMX by a check to NASDAQ OMX, by electronic funds transfer to an institution of NASDAQ OMX's choosing or by any other form of payment as specified by NASDAQ OMX in Appendix 1, within fifteen (15) days of the date of an invoice, whether or not use is made of, or access is made to, the Information.

**4. SYSTEM**

Subscriber acknowledges that NASDAQ OMX, in its sole discretion, may from time-to-time make modifications to its system or the Information. Such modifications may require corresponding changes to be made in Distributor's Service. Changes or the failure to make timely changes by Distributor or Subscriber may sever or affect Subscriber's access to or use of the Information. NASDAQ OMX shall not be responsible for such effects. NASDAQ OMX does not endorse or approve any equipment, Distributor or Distributor's Service.

**5. EXCLUSIVE REMEDY**

NASDAQ OMX shall endeavor to offer the Information as promptly and accurately as is reasonably practicable. In the event that the Information is not available as a result of failure by NASDAQ OMX to perform its obligations under this Agreement, NASDAQ OMX will endeavor to correct any such failure. If the Information is not available, is delayed, is interrupted, is incomplete, is not accurate or is otherwise materially affected for a continuous period of four (4) hours or more during the time that NASDAQ OMX regularly transmits the Information due to the fault of NASDAQ OMX (except for a reason permitted in this Agreement or in NASDAQ OMX's agreement with the Distributor), Subscriber's or any other Person's exclusive remedy against NASDAQ OMX shall be

- a. If Subscriber or any other Person continues to receive the Information or any other data and/or information offered by NASDAQ OMX, a prorated month's credit of any monies due, if any, for the affected Information directly to NASDAQ OMX from Subscriber or, if applicable, from said other Person, for the period at issue; or
- b. If Subscriber or any other Person no longer receives either the Information or any other data and/or information offered by NASDAQ OMX, a prorated month's refund of any monies due for the affected Information directly to NASDAQ OMX from Subscriber or, if applicable, from said other Person, for the period at issue.

Such credit or refund shall, if applicable, be requested in writing to NASDAQ OMX with all pertinent details. Beyond the warranties stated in this section, there are no other warranties of any kind - express, implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose.

**6. LIMITATION OF LIABILITY**

- a. Except as may otherwise be set forth herein, NASDAQ OMX shall not be liable to Subscriber, its Distributor or any other Person for indirect, special, punitive, consequential or incidental loss or damage (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, cost of cover or other indirect loss or damage) of any nature arising from any cause whatsoever, even if NASDAQ OMX has been advised of the possibility of such damages.

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- b. NASDAQ OMX shall not be liable to Subscriber or any other Person for any unavailability, interruption, delay, incompleteness or inaccuracy of the Information that lasts less than four (4) continuous hours during the time that NASDAQ OMX regularly transmits the Information or if the Information is materially affected for less than four (4) continuous hours during the time that NASDAQ OMX regularly transmits the Information.
- c. If NASDAQ OMX is for any reason held liable to Subscriber or to any other Person, whether in tort or in contract, the liability of NASDAQ OMX within a single year of the Agreement (one year from the effective date of the Agreement) is limited to an amount of Subscriber's damages that are actually incurred by Subscriber in reasonable reliance (combined with the total of all claims or losses of Subscriber's Distributor and any other Person claiming through, on behalf of or as harmed by Subscriber) and which amount does not exceed the lesser of:
  - i. For Subscriber or any other person that continues to receive the Information or any other data and/or Information offered by NASDAQ OMX, a prorated month's credit of any monies due directly to NASDAQ OMX from Subscriber or, if applicable, from any other Person, for the Information at issue during the period at issue, or if Subscriber or any other Person no longer receives either the Information or any other data and/or information offered by NASDAQ OMX, a refund of any monies due directly to NASDAQ OMX from Subscriber or, if applicable, from any other Person, for the Information at issue during the period at issue; or
  - ii. \$500.
- d. This section shall not relieve NASDAQ OMX, Subscriber or any other Person from liability for damages that result from their own gross negligence or willful tortious misconduct or from personal injury or wrongful death claims.
- e. Subscriber and NASDAQ OMX understand and agree that the terms of this section reflect a reasonable allocation of risk and limitation of liability.

**7. DISCLAIMERS OF WARRANTIES**

NASDAQ OMX and its third-party information providers make no warranties of any kind - express, implied or statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), any implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose or noninfringement.

Most types of damages are excluded and remaining damages are limited: NASDAQ OMX is not liable for trading losses, lost profits or incidental, consequential or other indirect damages, even if the Information is untimely or incorrect. Other damages (if any) are strictly limited (in contract, tort or otherwise) to a capped amount.

I Agree

I Disagree

No implied or statutory warranties or duties: All warranties and duties (if any) are eliminated. There are no express warranties, except for a Limited Warranty regarding efforts only. Stock quotes might not be current and/or accurate.

I Agree

I Disagree

**8. THIRD-PARTY INFORMATION PROVIDERS' LIMITATION OF LIABILITY.**

NASDAQ OMX's third-party information providers shall have no liability for any damages for the accuracy of or for delays or omissions in any of the Information provided by them, whether direct or indirect, lost profits, special or consequential damages of the Subscriber or any other Person seeking relief through Subscriber,



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even if the third-party information providers have been advised of the possibility of such damages. In no event will the liability of the third-party information providers or their affiliates to Subscriber or any other Person seeking relief through Subscriber pursuant to any cause of action, whether in contract, tort or otherwise, exceed the fee paid by Subscriber or any other Person seeking relief through Subscriber, as applicable.

**9. CLAIMS AND LOSSES**

Subscriber will indemnify NASDAQ OMX and hold NASDAQ OMX and its employees, officers, directors and other agents harmless from any and all Claims or Losses imposed on, incurred by or asserted as a result of or relating to: (a) any noncompliance by Subscriber with the terms and conditions hereof; (b) any third-party actions related to Subscriber's receipt and use of the Information, whether authorized or unauthorized under the Agreement. Each party warrants and represents and will indemnify and hold harmless (and in every case, NASDAQ OMX shall be permitted to solely defend and settle) another party (including NASDAQ OMX) and their officers, directors, employees and other agents, against any Claims or Losses arising from, involving or relating to a claim of infringement or other violation of an intellectual property right by the indemnifying party, its actions or omissions, equipment or other property. This right is conditioned on the indemnified party giving prompt written notice to the indemnifying party (as does not prejudice the defense) of the Claims or Losses and providing cooperation in the defense of the Claims or Losses (without waiver of attorney-client, work-product or other legal privilege, or disclosure of information legally required to be kept confidential).

Subscriber provides an indemnity: Subscriber indemnifies NASDAQ OMX and holds NASDAQ OMX harmless for any Claims or Losses (as described in Section 9) resulting from Subscriber's breach of the Agreement, from Subscriber's infringement of a third-party's intellectual property rights or from any third-party lawsuit related to Subscriber's use or receipt of Information. [Section 9]

I Agree

I Disagree

**10. TERMINATION**

Subscriber acknowledges that NASDAQ OMX, when required to do so in fulfillment of statutory obligations, may by notice to Distributor unilaterally limit or terminate the right of any or all Persons to receive or use the Information and that Distributor will immediately comply with any such notice and will terminate or limit the furnishing of the Information and confirm such compliance by notice to NASDAQ OMX. Any affected Person will have available to it such procedural protections as are provided by the Act and applicable rules thereunder. In addition to terminations permitted under the Distributor's agreement, this Agreement may be terminated by Subscriber with thirty (30) days written notice to Distributor and by NASDAQ OMX with thirty (30) days written notice either to Distributor or Subscriber. NASDAQ OMX may also alter any term of this Agreement with ninety (90) days written notice either to Distributor or Subscriber, and any use after such date is deemed acceptance of the new terms. In the event of Subscriber breach, discovery of the untruth of any representation of Subscriber, or where directed by the SEC in its regulatory authority, NASDAQ OMX may terminate this Agreement with not less than three (3) days written notice to Subscriber provided either by NASDAQ OMX or Distributor.

**11. AMENDMENTS/AGREEMENT**

Except as otherwise provided herein, no provision of this Agreement may be amended, modified or waived. No failure on the part of NASDAQ OMX or Subscriber to exercise, no delay in exercising and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement. If any of the provisions of this Agreement or application thereof to any individual, entity or circumstance is held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to individuals, entities or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In the event of any conflict between the terms of this Agreement and of the Distributor's agreement, the terms of this Agreement shall prevail as between NASDAQ OMX and Subscriber.

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12. **DEFINITIONS**

**Act** shall mean the Securities Exchange Act of 1934, applicable only to Information disseminated from a NASDAQ OMX Market in the United States.

**Affiliate** Affiliate shall mean any individual, corporation, company, partnership, limited partnership, limited liability company, trust, association or other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such party.

**Claims or Losses** - Any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, judgments, settlements and expenses of whatever nature, whether incurred by or issued against an indemnified party or a third party, including, without limitation, (a) indirect, special, punitive, consequential or incidental loss or damage, (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation or other indirect loss or damage), and (b) administrative costs, investigatory costs, litigation costs and auditors' and attorneys' fees and disbursements (including in-house personnel).

**Distributor** shall mean Distributor and its Affiliates as identified in writing to NASDAQ OMX. For purposes of this agreement, "Distributor" shall mean "Vendor".

**Distributor's Service** - The service from a distributor, including the data processing equipment, software and communications facilities related thereto, for receiving, processing, transmitting, using and disseminating the Information to or by Subscriber.

**FSA** shall mean a Financial Services Authority in Sweden, the United Kingdom, or other jurisdiction other than the United States.

**Information** shall mean certain market data and other data disseminated that has been collected, validated, processed, and recorded by the System or other sources made available for transmission to and receipt from either a Redistributor or from NASDAQ OMX relating to: a) eligible securities or other financial instruments, markets, products, vehicles, indicators, or devices; b) activities of a NASDAQ OMX Company; c) other information and data from a NASDAQ OMX Company. Information also includes any element of Information as used or processed in such a way that the Information can be identified, recalculated or re-engineered from the processed Information or that the processed Information can be used as a substitute for Information.

**NASDAQ OMX** shall collectively mean The NASDAQ OMX Group, Inc., a Delaware limited liability company and its subsidiaries and Affiliates (collectively "NASDAQ OMX").

**NASDAQ OMX Markets** shall mean the regulated securities and options exchange subsidiaries of NASDAQ OMX and other regulated market subsidiaries of NASDAQ OMX, including, but not limited to , The NASDAQ Stock Market ("NASDAQ"), the OMX Nordic Exchange ("OMX"), NASDAQ OMX BX ("BX"), NASDAQ OMX PHLX ("PHLX"), the Philadelphia Board of Trade ("PBOT"), and NASDAQ OMX Europe. The NASDAQ OMX Markets are each a "NASDAQ OMX Market."

**NASDAQ OMX Requirements** All (i) rules, regulations, interpretations, decisions, opinions, orders and other requirements of the SEC or an FSA, as may be applicable based upon the NASDAQ OMX Market from which the Information is received; (ii) the rules and regulations, disciplinary decision and rule interpretations applicable to NASDAQ OMX Markets (iii) the NASDAQ OMX Markets' decisions, policies, interpretations, operating procedures, specifications, requirements, and other documentation that is regulatory or technical in nature (including, but not limited to, user guides) published on the NASDAQTrader website located at [www.NASDAQTrader.com](http://www.NASDAQTrader.com) or another website accessible by and made known to Distributor; and (iv) all other applicable laws, statutes, rules, regulations, orders, decisions, interpretations, opinions, and other requirements, whether promulgated by the United States, England, Sweden or any other applicable jurisdiction (including in the area of intellectual property); and (v) the successors, as they may exist at the time, of the components of the NASDAQ OMX Requirements.

**NASDAQ Trader** shall mean the website located at [www.NASDAQTrader.com](http://www.NASDAQTrader.com) or its successor site(s).

**Or** Includes the word "and".

**Person** - Any natural person, proprietorship, corporation, partnership or other entity whatsoever.

**Subscriber** - When it appears alone, the word "Subscriber" encompasses all Non-Professional, Private, Professional and Business Subscribers. All subscribers are deemed Professional or Business unless they are qualified as Non-Professional or Private Subscriber.

U.S. Information

**Non-Professional Subscriber** - Any natural person who is **NOT**

- a. registered or qualified in any capacity with the SEC, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association or any commodities or futures contract market or association;

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- b. engaged as an "investment advisor" as that term is defined in Section 202(a)(11) of the Investment Advisors Act of 1940 (whether or not registered or qualified under that Act); or
- c. employed by a bank or other organization exempt from registration under federal or state securities laws to perform functions that would require registration or qualification if such functions were performed for an organization not so exempt.

Non-U.S. Information

**Private Subscriber** A natural person for the purpose of managing the Subscriber's own personal investments and not for any business purpose, nor for the purpose of giving any form of advice to any other person. A Private Use Subscriber may not:

- a. contract for, receive or use Information for the purpose of Private Use on behalf of any other person or any corporation, partnership, limited liability company, trust, association or other form of entity,
- b. contract for, receive or use Information for the purpose of Private Use in any Service that is paid for by another person or any corporation, partnership, limited liability company, trust, association or other form of entity.

**A Private Use Subscriber shall, notwithstanding the above:**

- c. be permitted to contract for, receive or use Information on behalf of or paid for by another natural person (person B) provided that (1) its for the purpose of managing person B's own personal investments and not for any business purpose, and (2) person B have filed a power of attorney or equivalent documentation accordingly with Licensee,
- d. be permitted to contract for, receive or use Information for Private Use on behalf of and/or paid for by a legal entity or other form of non-natural Person in which the Private Use Subscriber has full (100%) ownership and exercises full (100%) control,
- e. Section (c) and (d) may not be combined.

**Business Subscriber** - All other persons who do not meet the definition of Private Subscriber.

**"System"** shall mean any system NASDAQ OMX has developed for the creation and/or dissemination of Information.

**Please review the following terms and conditions of the NASDAQ OMX Global Subscriber Agreement before you complete the Signature Section: You must be 18 years of age and must designate yourself as either a Non-Professional or Professional and Business or Private Subscriber in the following section, based on the definitions provided in Section 12. To qualify as Non-Professional or Private Subscriber, you must meet all the terms set forth in Section 12. By completing this section, I agree to the terms and conditions set forth in this NASDAQ OMX Global Subscriber Agreement.**

This information is only for personal non-professional subscriber use or private subscriber use.

I Agree

I Disagree

If you signed the Agreement, make a copy for your records (electronically or otherwise). If you did not intend to sign, or signed electronically in error, click on "Cancel". To confirm your signature and the accuracy of the information above click on "Signature Confirmed" this will submit the Agreement and legally bind Subscriber to the Agreement.

Subscriber Name  
Signature  
Date

I Agree

I Disagree

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## Application Agreement for Receipt of Canadian Exchange Group Market Data

### 1. DEFINITIONS

- a. "Canadian Exchange Group" or "CEG" means TSX Inc. (TSX) and TSX Venture Exchange Inc., together with such other Persons as may become CEG members from time to time. CEG members have appointed TSX as agent for the purposes of entering into this and other agreements necessary for provision of Market Data to Subscriber on their behalf, and to establish the terms and conditions under which Market Data is to be made available to Subscriber. For the purposes of this Agreement, "Canadian Exchange Group" or "CEG" shall refer to the members comprising Canadian Exchange Group jointly and severally.
- b. "Interrogation Device" means any device or equipment, including, without limitation, any computer, data processing equipment, communications equipment, terminal, Cathode Ray Tube ("CRT") or monitor, which is authorized by CEG to receive the Market Data from a Supplier or which does in fact receive Market Data from a Supplier, and which at any time during any month either (i) displays, transmits or communicates the Market Data to any individual in visible, audible, or other comprehensible form or (ii) uses or processes the Market Data for any purpose or in any manner other than solely to transmit Market Data to devices as described in the preceding clause (i). The term "Interrogation Device" includes any device or equipment which is capable of being used as an "Interrogation Device".
- c. "Market Data" means any information provided through the facilities of TSX and/or CEG, directly or indirectly, relating to (i) securities or other financial instruments, markets, products or indices; (ii) information, data and services from Third Party Contributors; and (iii) other information and data, and includes, without limitation, order data provided from CEG and Third Party Contributors.
- d. "Person" includes any natural person or proprietorship of any corporation, partnership or other organization.
- e. "Receipt of Market Data" means the physical capability whether used or not of successfully retrieving Market Data through the means of an Interrogation Device.
- f. "Subscriber" means any Person in Receipt of Market Data through facilities furnished by the Supplier and who has accepted the terms and conditions of this Agreement.
- g. "Supplier" means any Person delivering Market Data to Subscriber.
- h. "Third Party Contributor" means any Person, other than the members of CEG, who provides any information to CEG for dissemination by CEG pursuant to the terms of this Agreement.

### 2. CEG DISTRIBUTION OF THIRD PARTY CONTRIBUTOR MARKET DATA

CEG and Third Party Contributors have entered into agreements whereby Third Party Contributors have made their Market Data available to CEG for distribution to Subscriber. In consideration of CEG and Third Party Contributors, as applicable, making Market Data available to Subscriber pursuant to this Agreement, Subscriber agrees to the terms and conditions of this Agreement.

### 3. PROPRIETARY INTEREST OF MARKET DATA

Subscriber understands and acknowledges that CEG and/or Third Party Contributors have a proprietary interest in the Market Data and that the same is not within the public domain. Any Market Data that is provided directly or indirectly to Subscriber by the CEG pursuant to this Agreement has been derived from databases owned by the CEG and/or Third Party Contributors, is copyrighted by the CEG and/or Third Party Contributors, and as such Subscriber's use of such Market Data is subject to the limitations set out in this Agreement.

### 4. DATA SECURITY

- a. RETRANSMISSION PROHIBITED

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Subscriber shall use Market Data only for its Individual use and in its business. Subscriber shall not furnish Market Data to any other person nor retransmit Market Data without prior written approval from the CEG.

b. EQUIPMENT SECURITY

Subscriber understands that this Section 4 requires Subscriber to carefully locate and protect Interrogation Devices in Subscriber's possession. Subscriber shall abide by any written requirements that CEG specifies to regulate the location or connection of Subscriber Interrogation Devices or to otherwise assure compliance with this Section 4. Subscriber guarantees that any Person installing or maintaining Subscriber Interrogation Devices will comply with this Section 4.

5. DATA NOT GUARANTEED

a. NO WARRANTIES

THE SUBSCRIBER AGREES THAT THE CEG AND THIRD PARTY CONTRIBUTORS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MARKET DATA, ITS TRANSMISSION, TIMELINESS, ACCURACY, OR COMPLETENESS, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OR MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

b. NO GUARANTY

The CEG and Third Party Contributors do not guarantee the timeliness, sequence, accuracy or completeness of Market Data or other market information or messages disseminated by the CEG. The CEG and Third Party Contributors will not be liable in any way to Subscriber or to any other Person for;

i. inaccuracy, error or delay in, or omission of,

(i) any such data, information or message of

(ii) transmission or delivery of any such data, information or message, or

ii. 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 the CEG or Third Party Contributors or "force majeure" (i.e., 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 any other cause beyond reasonable control of the CEG or Third Party Contributors.

6. DISSEMINATION DISCONTINUANCE OR MODIFICATION

CEG may discontinue disseminating any type of Market Data, may change or eliminate any transmission method and may change transmission speed or signal characteristics. CEG and Third Party Contributors shall not be liable for any resulting liability, loss or damages to Subscriber.

7. ENTIRE AGREEMENT; MODIFICATIONS

This writing contains the entire Agreement between the parties in respect of its subject matter. This Agreement supersedes each previous Agreement between Subscriber and CEG pursuant to which Subscriber has been receiving Market Data. In the event that Subscriber has previously submitted an executed agreement to CEG in respect of the Receipt of Market Data from another Supplier, and Subscriber is continuing to receive Market Data from such Supplier, this Agreement shall serve as a companion agreement to the agreement previously submitted to CEG. The parties may only modify this Agreement in writing signed by or on behalf of each of them.

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8. **ASSIGNMENTS**

Subscriber may not assign all or part of this Agreement without the written consent of the CEG.

9. **GOVERNING LAW; CONSTRUCTION**

This Agreement shall be governed and interpreted by the laws of the Province of Ontario, Canada. In prohibiting Subscribers in doing any act, this Agreement also prohibits Subscriber from doing the act indirectly (e.g. by accessing or permitting any other Person to do the act).

10. **INDEMNIFICATION**

The Subscriber shall indemnify and hold harmless and defend CEG and Third Party Contributors, their members, governors, directors, managers, officers, employees and agents, from and against any and all suits, proceedings at law or in equity, and any and all liability, loss or damage, including reasonable legal fees, arising out of or in connection with the Subscriber's use of Market Data.

I Agree

I Disagree