## AGREEMENT FOR MARKET DATA DISPLAY SERVICES - NASDAQ

## **SCHEDULES**

- 1. Customer Information Form
- 2. NASDAQ OMX Agreement

## **TERMS AND CONDITIONS**

- 1. CYBERQUOTE (HK) LIMITED ("Cyberquote") agrees to make United States and Singapore securities market data ("Market Data") available to the Subscriber directly or through the Subscriber's broker's proprietary online trading platform, pursuant to the terms and conditions set forth in this agreement.
- 2. By executing this Agreement, the person identified as the subscriber on the Customer Information Form, (known as "Subscriber" in the NASDAQ OMX Global Subscriber Agreement) agrees:
  - a. That it has read and agrees to be bound by the NASDAQ OMX Global Subscriber Agreement, a copy of which is attached hereto;
  - b. That the Distributor/Vendor is not an agent of NASDAQ OMX and is not authorized to add to or delete from the NASDAQ OMX Global Subscriber Agreement and is not authorized to modify any provision of the NASDAQ OMX Global Subscriber Agreement; and
  - c. That no provision has been added to or deleted from the NASDAQ OMX Global Subscriber Agreement and that no modifications have been made to it. Both the Subscriber and the person executing on behalf of the Subscriber warrant that the Subscriber is legally able to undertake the obligations set forth in and the signatory is duly authorized to bind the Subscriber to the NASDAQ OMX Global Subscriber Agreement.
- 3. The Subscriber agrees to pay the fees for provision of the Market Data ("Fees") in accordance with the Customer Information Form by the 8th day of each month. The Subscriber accepts the assessment of its status and applicable Fees as decided by Cyberquote.
- 4. The Subscriber may, subject to agreement by its broker, elect to pay the Fees by authorising its broker to collect them from the Subscriber's brokerage account each month by executing the standing authority to the Subscriber's broker in the Customer Information Form.
- 5. Cyberquote shall not be liable to the Subscriber or any other person for any unavailability, interruption, delay, incompleteness or inaccuracy of Market Data.
- 6. This Agreement is governed by and shall be construed in accordance with the laws of the HongKong Special Administrative Region.