

## **AGREEMENT FOR MARKET DATA DISPLAY SERVICES**

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 Professional Subscriber.

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

1. **MARKET INFORMATION DEFINITION** – Means the collection or database of information and data known as 'The Stock Exchange of Thailand (SET) 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 The Stock Exchange of Thailand 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 The Stock Exchange of Thailand 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 The Stock Exchange of Thailand 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.

## **The Stock Exchange of Thailand Subscriber Agreement**

5. PERMITTED USE - Subscriber shall not furnish Market Information to any other person or entity. If Subscriber receives Market Information other than as a 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, The Stock Exchange of Thailand 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 The Stock Exchange of Thailand 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.

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Applicant's name & signature

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Date

## **SECTION 2: PROFESSIONAL SUBSCRIBER**

9. PROFESSIONAL SUBSCRIBER DEFINITION – An institutional or professional Authorised Recipient is an Authorised Recipient who meets the following criteria:
  - a. A person who is registered and billed under corporate name; or
  - a. A person who uses the Data as an investment advisor or fund manager or non-personal usage.
  - b. Does not distribute or provide Market Information from the Subscriber's Service to any third party in any manner
10. PERMITTED RECEIPT – Subscriber may not receive Market Information from Vendor, and Vendor may not provide Market Information to Subscriber, on a "Professional Subscriber" basis unless Vendor first properly determines that Subscriber qualifies as a "Professional Subscriber" as defined in Paragraph 9.
11. PERMITTED USE – If Subscriber is a Professional Subscriber, he or she shall receive Market Information solely for his or her use and does not distribute or provide Market Information to any third party in any manner.

## The Stock Exchange of Thailand Subscriber Agreement

### 12. PERSONAL AND EMPLOYMENT DATA

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Subscriber Name

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ROC/NRIC/Passport Number

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Subscriber Employer

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Contact Number

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Subscriber Address

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Name and Title of Individual Signing

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POEMS Account Number

### **Stock Exchange of Thailand Live Price for Professional Users – S\$25**

13. CERTIFICATION – By executing this Agreement, Subscriber hereby certifies that he or she falls within Paragraph 9's definition of "Professional 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.

I acknowledge that: 1) I am fully aware that I am declaring jointly to both The Stock Exchange of Thailand and Phillip Securities Pte Ltd (PSPL); 2) PSPL reserves the right to impose retroactive penalties charges on me should I fail to declare accurately and truthfully.

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Applicant's name & signature

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Date