

LONGPORT WHALE SAAS SERVICE

GENERAL TERMS

Date: June 23, 2026

These **LONGPORT WHALE SAAS SERVICE GENERAL TERMS** (these “**General Terms**”) are made between **Longport Technology HK Limited**, which has an address at 18/F, Henley Building, 5 Queen's Road Central, Central, Hong Kong, (“**Provider**”); and **Client** who has executed the relevant Orders that incorporate these General Terms by reference. Each party to these General Terms or Order is referred to individually as a “**Party**” and collectively as the “**Parties**”.

In placing an Order that is subject to these General Terms, Client agrees that the Schedules (as defined below) that are attached to these General Terms are incorporated into these General Terms.

RECITALS

WHEREAS, (1) Provider is in the business of providing SaaS and other technology and system services, and (2) Client desires to use Provider's certain services subject to Orders executed and Provider agrees to offer in accordance with these General Terms and corresponding Order Terms;

NOW, THEREFORE, acknowledging the receipt of adequate consideration and intending to be legally bound, the Parties agree as follows:

1. Use of the Service.

1.1 Client agrees that by placing an Order through that incorporates these General Terms Client shall follow and be bound by the Order Terms and these General Terms. Provider will make the relevant Services then purchased by Client in the Order pursuant to these General Terms and Order Terms. Except as otherwise stated in these General Terms and Order Terms, Client has the nonexclusive, worldwide, limited right to use the Order Services during the Order Period set out in relevant Order, unless earlier terminated in accordance with these General Terms and Order Terms.

1.2 **Third Party Service.** The Client acknowledges and agrees that when it uses relevant Third Party Service, the corresponding Third Party Vendors may need to access or use Client Data and Materials. If Provider elects to use any Third Party Service, Client acknowledges that such third party vendor may access or use Client Data and Materials, and Client permits Provider to allow the third party vendor to access Client Data as required for the provision of that Third Party Service.

1.3 **Service Materials.** The Service Materials describe and govern the Services. During each Order Period, Provider may update the Services and Service specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Services. Provider's said updates will not materially reduce the level of performance, functionality, security or availability of the Services during each Order Period. Client shall operate and use the Service in accordance with the latest version of Service Materials, otherwise, Client is responsible for any loss or harm caused from not compliant with up-to-date Service Materials. By providing Client with the Services, Client does not acquire any right, title and/or interest in the Service Material, and except as expressly set forth in the Order Terms and these General Terms.

1.4 **Examination and Notification of Errors.** Client shall notify Provider of any error in connection with the Services in due course, and any notice of error shall be accompanied by such documentation as may be necessary to substantiate Client's claim. Client shall provide promptly upon Provider's request any additional documentation which Provider reasonably believes is necessary or desirable to determine and correct any such error.

1.5 **Specific Regulations.** If Client's use of the Services requires Client to comply with industry-specific regulations applicable to such use, Client will be solely responsible for such compliance, unless Provider has agreed with Client otherwise.

1.6 **Authorized Users.** Client's Authorized Users and their usage of the Services are Client's sole responsibility, and Client must comply with all Applicable Laws and security protocols pertaining to their access, including applicable export laws, restrictions, and regulations. Client is responsible for its Authorized User's compliance with these General Terms, Order Terms as well as the latest Service Materials in relating to using the Services.

1.7 **Administrative Tools.** In order to use the Services, Client may monitor and administer certain Service where necessary; and for the said administrative purpose, Client and its Authorized Users will access and use the certain administrative tools provided as part of Services for purposes of performing administrative or monitoring tasks, including management of End Users, administering App content, assigning certain level of authority to the Authority User, or other administrative tools to which Provider from time to time makes Client accessible for performing other administrative duties.

1.8 **Access Credentials.** Provider will provide and assign unique Access Credentials and usernames to Client for its further assigning to its Authorized User subject to the relevant License then purchased by placing Order with Provider. Client acknowledges and agrees that Client is prohibited from sharing Access Credentials and or usernames with unauthorized users. Client will be responsible for the confidentiality and use of Client's (including its Authorized User's) Access Credentials and usernames. Client agrees to notify, as soon as practicable, Provider if Client becomes aware of any loss or theft or unauthorized use of any of Client's (including its Authorized User's) Access Credentials, usernames, and/or account number.

1.9 **Instructions.** Client (including its Authorized Users) acknowledges and agrees that all instructions given through Services are deemed to be given by Client and are in accordance with all Applicable Laws and Service Materials stipulated by Provider. All such instructions given, whether by Client or by any other person purporting to be the Client, shall be irrevocable and binding on Client when accepted and executed in good faith by Provider. Provider shall not be responsible for verifying the identity or authority of any person giving such instructions, or for verifying the authenticity of such instructions.

2. License.

2.1 License from Provider.

(A) Subject to these General Terms and the relevant Order, Provider grants to Client during each Order Period, a limited, non-sublicensable, non-transferable, non-exclusive License (unless explicitly agreed by both parties) to permit Client (including its Authorized Users, where applicable) to use the Order Service.

(B) Client shall not be entitled to grant sub-licenses to any other party (including its Affiliate) with respect to the Licenses granted hereunder unless otherwise agreed by both Parties. Client further agrees that the License granted herein does not diminish Client's responsibility for compliance with all Applicable Laws and provisions under these General Terms and the relevant Order Terms.

(C) Client acknowledges and agrees that:

(1) the maximum number of Authorized Users that Client authorized to access the Service shall not exceed the number of licenses Client purchases specified in each Order,

- (2) Client shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Service or the Service Materials available to any third party other than an Authorized User,
- (3) Client shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Service, including without limitation the Provider's App, modules, Deliverables and/or Service Materials,
- (4) Client shall not create Internet "links" to the Service or "frame" or "mirror" any part of the Service, including any content contained in the Service, on any other server or device,
- (5) Client agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Service, the Provider's App, modules, Deliverables and/or Service Materials,
- (6) Provider or its applicable Affiliate or its Third Party Vendor, where the case may be, shall own all right, title and interest in and to all Intellectual Property Rights in the Service and Deliverables and any changes, upgrades, updates, suggestions, enhancement requests, feedback, or recommendations provided by Client or its Authorized Users relating thereto,
- (7) Client does not acquire any rights in the Service and Deliverables, whether express or implied, other than those expressly granted in these General Terms and the relevant Order Terms, and
- (8) these General Terms and the relevant Order are not a sale and does not convey any rights of ownership in or related to the Service and Deliverables to Client.

2.2 **Licenses from Client.** Subject to the terms and conditions of these General Terms and the relevant Order, Client grants to Provider and its Third Party Vendors and its Affiliate, to the fullest extent permitted by the Applicable Laws, the non-exclusive, nontransferable, non-revocable, worldwide right to copy, store, record, transmit, display, view, print or otherwise use Client Data and Materials solely to the extent necessary to provide the Service hereunder. Client shall ensure that its Authorized Users and End Users are aware of and agree to the licensing terms granted to Provider herein and these General Terms and the relevant Orders, and obtain the necessary authorization required by applicable data protection laws.

3. **Launch and Hosting.**

3.1 **Delivery of Service.**

(A) **Timetable.** Subject to Order Terms, Provider will deliver the Order Service on a rolling basis as notified by Provider afterwards from time to time. However, Client understands that the ability of Provider to follow the timetable depends on a number of factors beyond the control of Provider and Provider is not liable if it fails to meet the timeline as promised whether in oral or in writing. Provider shall notify Client when and if it believes the said timetable should be shortened or extended without assuming any further obligation or liability. For the avoidance of doubt, Provider reserves any right, at any time, to change the content and date of Deliverables without assuming any further obligation or liability, provided that Provider renders relevant notification to Client in advance.

(B) **Testing and Acceptance.** Provider shall notify Client by giving a Testing Notice when Provider believes the Order Service and the relevant Deliverables are ready for use by Client. Upon receipt of such Testing Notice, Client shall have five (5) days in which to test the corresponding Deliverables and then signs off the Confirmation Form. If Client believes there are defects in the Deliverables, it shall so notify Provider and the Parties shall cooperate in fixing any such defects. Client shall be deemed to have accepted the Deliverables and signed off the Confirmation Form, whichever occurs the first:

- (1) If it does not start to test the corresponding Deliverables within five (5) days upon Client's receipt of such Testing Notice;
- (2) if it does not notify Provider of defects within five (5) day upon Client's receipt of such Testing Notice or
- (3) when it notifies Provider of such acceptance and executing Confirmation Form in the form acceptable to Provider.

Upon Client's acceptance of the relevant Deliverable(s) as set out in the Confirmation Form, Provider shall provide the relevant Order Services to Client and/or its Authorized Users in accordance with the Confirmation Form as well as the terms and conditions of the Order Terms and these General Terms.

3.2 **Changes to Services.** Client understands, acknowledges, and agrees that the Services will continue to be extended, enhanced, improved and that from time to time. Provider reserves the right to make changes to the Services from time to time including but not limited to improvements, enhancements, upgrades, and updates. Provider will use reasonable efforts to provide Client with prior notice if Provider makes a change to the Services resulting in a material decrease in core functionality used by Client.

3.3 Provider undertakes to provide the Order Services in accordance with the Order Terms and these General Terms. Provider shall use commercially reasonable efforts to maintain the Services in a manner which minimizes errors and interruptions in the Order Services and shall provide and perform the Order Services in a professional and workmanlike manner. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Provider or by third-party vendors, or because of other causes beyond Provider's reasonable control, but Provider shall use commercially reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

4. Client Data and Materials.

4.1 Client shall provide the necessary and reasonable Client Data and Materials requested by Provider, and ensure the accuracy, completeness, legality, reliability, and appropriateness of such Client Data and Materials. If Client fails to provide the required Client Data and Materials to Provider in a timely manner, Provider may postpone the performance of the Service until the Client provides all the necessary Client Data and Materials for Provider to perform the service.

4.2 With respect to the Client Data and Materials, Client shall ensure that it has the relevant ownership, license, distribution, or other necessary documentation to demonstrate that Client has the legal right (directly or indirectly) to use, transmit or publish the relevant Client Data and Materials. Client further acknowledges and agrees that it shall be solely responsible for any and all claims related to the Client Data and Materials provided by Client, including but not limited to claims of infringement, illegal publication, breach of license, defamation or unlawful conduct. Client further agrees to indemnify Provider from any liability arising from or related to Client Data and Materials.

5. Obligations and Liabilities.

5.1 Client undertakes:

(A) to make available to Provider all information necessary for Provider to perform Provider's obligations under the Order Terms and these General Terms;

(B) to procure all permissions, licences, waivers, consents, registration and approvals necessary to use the Service; and

(C) to actively collaborate with Provider for the installation and integration of the necessary software and, if required by Provider, to designate a representative, who has the authority to act on behalf of the Client on matters relating to the Order Terms and these General Terms; and not to modify, develop, repair or maintain the Services and not to permit any person other than a representative of Provider to do so.

5.2 Client shall not to:

(A) sell, distribute, resell, or lease any Services, without Provider consent or as otherwise set forth in the Order Terms and these General Terms;

(B) reproduce, duplicate, copy or re-sell any part of Services in contravention of the provisions of the Order Terms and these General Terms;

(C) use the Services to commit an unlawful activity, including storing or transmitting infringing, defamatory, or otherwise unlawful or tortious material;

(D) use the Services for misleading, fraudulent, or other malicious purposes;

(E) engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users;

(F) access or use the Services for purposes of benchmarking or competitive analysis of such services;

(G) remove, delete, add to, alter, or obscure any warranties, disclaimers, notices of Intellectual Property Rights or other notices, or any marks, symbols or serial numbers that appear on or in connection with any of the Services;

(H) reproduce, modify, adapt or create derivative works of any part of the Services or Deliverables; or

(I) encourage or assist any third party to do any of the foregoing.

6. Representation and Warrant.

6.1 Provider represents and warrants to Client that:

(A) these General Terms and any Orders are executed by a duly authorized representative of that Party,

(B) it has full power and authority to execute, deliver and perform its obligations under these General Terms and any Order Terms,

(C) there are no currently in force or binding agreements with third parties the terms of which would prevent it from entering into these General Terms and any Order or would materially impede the performance by it of its obligations under these General Terms and any Order Terms, and

(D) it shall provide the Services under these General Terms and Order in accordance with: (1) all Applicable Laws, (2) good industry practice, and (3) all due skill and care.

6.2 Client represents and warrants to Provider that:

(A) these General Terms and any Orders are executed by a duly authorized representative of that Party,

(B) it has full power and authority to execute, deliver and perform its obligations under these General Terms and any Order Terms,

(C) there are not currently in force or binding agreements with third parties the terms of which would prevent it from entering into these General Terms and Order or would materially impede the performance by it of its obligations under these General Terms and Order Terms,

(D) it has and will maintain in force and shall at all times comply with all Applicable Laws, and all consents, approvals, licences and permissions (statutory, regulatory contractually or otherwise) required under Applicable Laws to receive the benefit of the Services, and

(E) it and its affiliates, personnel, and Authorized Users will use the Services only in compliance with all Applicable Laws; Although Provider has no obligation to monitor Client's or its Affiliates', personnel's, or Authorized Users' use of the Services, Provider may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

7. Fees and Payment.

7.1 **Fees.** In consideration of the Services to be provided by Provider subject to the Orders executed by the Parties, Client agrees to pay Fees to Provider in accordance with the relevant Order Terms. Once placed, any Order is non-cancelable and the sums paid nonrefundable, except as provided in these General Terms and the corresponding Order.

7.2 All Fees payable are due within seven (7) days from the invoice date unless otherwise agreed in the relevant Order afterwards. And Client shall pay in the designated currency as stated in then invoice without set-off, counterclaim or deduction.

7.3 **Taxes.** All amounts payable by Client under these General Terms and any Order Terms are exclusive of any Taxes. If any such Taxes arise, Client will pay such Taxes in addition to all other amounts payable here, unless Client provides Provider with a valid tax exemption certificate or other documentary proof, issued by an appropriate taxing authority, that no tax should be charged. If Client is required by law to withhold any Taxes from its payments to Provider, Client must provide Provider with an official tax receipt or other appropriate documentation to support such payments.

7.4 **Change of Fees.** Client acknowledges and agrees that Provider may, from time to time, propose a Change to Fees by giving a writing notice to Client in a manner where Provider deems appropriate and reasonable. Client has the right to raise objection or disagreement relating to such Change to Fees within five (5) days upon Client's receipt of such notice, otherwise the relevant Change to Fees will be legally binding upon Client. In the event Client disagrees with the proposed Change to Fees, the Parties will negotiate amicably in this regard and continue to perform in accordance with the

terms of the original General Terms and Order Terms during the negotiation period. Notwithstanding the forgoing provisions, Client further acknowledges and agrees that given certain portion of the Services may be relied on Provider's relevant Third Party Vendor, if the said Change to Fees is due to Third Party Vendor's cause or reason, such Change of Fees will immediately effective upon Client upon its receipt of Provider's relevant notice.

7.5 **Late Fees.** In addition to any other rights available to it at law or equity, Provider reserves the right to suspend or terminate these General Terms and any Orders, or Client's access to the Services if then-current Fees becomes delinquent and is uncured for a period of thirty (30) days from the invoice date. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by any Applicable Laws, whichever is less, from the date of the delinquency notice, plus all expenses of collection, including, without limitation, all reasonable legal fees incurred by Provider (regardless of whether or not suit is brought). Client will continue to be charged for Fees during any period of the Service suspension due to Client's delinquency. Interest will be computed commencing as of the business day after the original due date until and including the date payment is made, unless paid during the fifteen-day cure period, in which case no interest shall be due. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection costs and/or legal expenses necessitated by lateness or default in payment.

8. Confidentiality.

8.1 All Confidential Information shall be kept confidential by the recipient either before or after the termination of these General Terms, unless compelled to do so by any relevant regulatory authority or court of competent jurisdiction or permitted under these General Terms. Each Party shall:

(A) treat as confidential and keep secret all Confidential Information of the other Party which is disclosed to it pursuant to these General Terms and relevant Orders,

(B) take all proper and effective precautions to prevent the disclosure of the Confidential Information of the other Party to unauthorized persons and to preserve the secrecy and confidentiality of the Confidential Information and, in particular but without in any way limiting the generality of the foregoing, take all necessary action to prevent unauthorized persons from obtaining access to the Confidential Information whether by direct or indirect exposure, and

(C) subject to the Applicable Laws, destroy or return all Confidential Information to the other Party upon the termination or expiry of these General Terms.

8.2 The Parties shall each limit the disclosure of the Confidential Information to its employees or agents who have a need to know such Confidential Information for the purpose of fulfillment of each Party's obligations under these General Terms and.

8.3 Notwithstanding the terms of this Clause 8, each Party may disclose the General Terms and Order Terms to its related companies, solicitors, auditors, insurers, accountants and financiers on a confidential and need to know basis.

8.4 The Parties agree that any unauthorized use or disclosure of the disclosing party's Confidential Information may cause immediate and irreparable harm to the disclosing party for which money damages may not constitute an adequate remedy. In such an event, the Parties agree that injunctive relief may be sought as an appropriate remedy.

8.5 If any receiving party is directed by any court order, subpoena or other legal, governmental or regulatory agency's request or similar process to disclose any of the disclosing party's Confidential Information, the receiving party shall notify the disclosing party in writing, with a copy of such a document attached, in sufficient detail immediately upon receipt of such court order, subpoena or

other legal, governmental or regulatory agency's request or similar process, in order to permit application by the disclosing party for an appropriate protective order.

8.6 The obligations contained in this Clause shall endure, even after the termination of this General Terms and any relevant Order, until the Confidential Information enters the public domain as set out above.

9. Security.

9.1 **Provider Security.** Provider has implemented and will maintain industry standard technical, physical, and organizational measures intended to protect Client Data and Materials against unauthorized or unlawful processing and against accidental loss of, or damage to, such Client Data and Materials.

9.2 **Client Security.** Client shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services, and (b) control the content and use of Client Data and Materials, including the uploading or other provision of Client Data and Materials for processing by the Services.

9.3 **Client Control and Responsibility.** Client has and will retain sole responsibility for:

- (A) content, quality, integrity, and use of Client Data and Materials,
- (B) all information, instructions and materials provided by or on behalf of Client or any Authorized User in connection with the Services,
- (C) the security and use of Client's and its Authorized Users' Access Credentials, and
- (D) all access to and use of the Services or Deliverables directly or indirectly by or through the Client systems or Client's or its Authorized Users' Access Credentials.

10. Indemnification.

10.1 Provider will indemnify, defend, and hold harmless Client, its Affiliates, and its officers, directors, employees, agents and representatives from and against any and all claims arising out of or related to any actual or alleged negligent act, omission, willful misconduct, or breach of these General Terms and any Orders by Provider. Provider shall not indemnify Client or be liable for any claims hereunder if the finding of infringement is based on:

- (A) any misrepresentation by Client,
- (B) Client Data and Materials,
- (C) the combination, operation, or use of the Services with hardware, data, software, or technology not in conformance with these General Terms and the relevant Orders, or
- (D) modifications to the Services if such modifications were not made by Provider or were not in accordance with the Provider's directions or instructions.

10.2 Client will indemnify, defend and hold harmless Provider, its Affiliates, and their respective officers, directors, employees, agents and representatives from and against any and all claims arising out of or related to, any actual or alleged:

(A) negligent act, omission, willful misconduct, or breach of these General Terms and any Orders by Client or any of its Affiliates, personnel, or Authorized Users or its End Users, or

(B) infringement or misappropriation of a third party's Intellectual Property Rights related to:

- (1) Client's uses of the Services,
- (2) Client's modification, combination, or use of the Services if such claim would not have arisen but for such modification, combination, or use, or
- (3) Client Data and Materials and any materials that Client or its Affiliates, personnel, or Authorized Users submits, collects, provides, posts, uploads, inputs, or submits for public display via or through the Services.

11. Term, Suspension, and Termination.

11.1 **Term.** These General Terms take effect as of the earliest Order Date stated in the relevant Order and will remain in force during the term of any and all Services set forth in the Orders placed by Client under these General Terms. For the avoidance of doubt, in case of two or more Orders placed, as long as there is one Order in force whereby Provider offers the relevant Order Service to Client (with disregard of termination or lapse of other Orders), these General Terms still are legally binding upon both Parties.

11.2 **Suspension.** Provider may limit or suspend the Service from time to time at its sole discretion. If the circumstances reasonably permit, Provider will give Client reasonable advance notice of any limitation or suspension so that Client can plan around it or address the issue that has prompted Provider to take such action. There may be some situations, such as security emergencies, where it is not practicable for Provider to give such advance notice. Provider will use commercially reasonable efforts to narrow the scope and duration of the limitation or suspension as is needed to resolve the issue that prompted such action. Any suspension under this Clause shall not excuse Client from its obligation to make payments under these General Terms and any Orders.

(A) **Suspension for Late Payment.** Provider reserves the right to suspend Client's access and/or use of the Service for which any payment is due but remains unpaid after thirty (30) days from the invoice date. Client agrees that Provider shall not be liable to Client, or to any third party, for any suspension of the Service resulting from Client's non-payment of the Fees as described in these General Terms and any Orders, and

(B) **Suspension for Ongoing Harm.** Client agrees that Provider may, with reasonably contemporaneous telephonic or electronic mail notice to Client, suspend Client's access to the Service if Provider reasonably concludes that Client's use of the Service is causing immediate and ongoing harm to Provider or others. Provider will use commercially reasonable efforts to resolve the issues causing the suspension of the Service. Client agrees that Provider will not be liable to Client or to any third party for any suspension of the Service under such circumstances as described in this Clause.

11.3 **Termination With Cause.** Subject to these General Terms and the relevant Order Terms, these General Terms and/or any Orders may also be terminated by any Party with immediate effect, by written notice to the other party, in the event that:

(A) the license, approval, authorization or consent held by any of the other Parties which is required for the performance of its obligations under these General Terms and/or any Orders, and which has been granted or given by any relevant regulatory authority, is terminated or suspended,

(B) any of the other Parties commits a material breach of these General Terms and/or any Orders, and if such breach shall be capable of remedy, such party fails, within thirty (30) days of receipt of a notice by any other non-defaulting party requiring it to do so, to remedy such breach,

(C) it goes into liquidation or presents or is presented with a petition for or passes a resolution for winding up or bankruptcy, either compulsory or voluntary (save for the purposes of reconstruction or amalgamation), or makes any arrangement with its creditors or any assignment for the benefit of creditors, or if a receiver or manager of its business or undertaking is duly appointed,

(D) any representations and warranties made by either party under or in connection with these General Terms and/or any Orders are confirmed to be false or misleading,

(E) any adverse finding is made in respect of, or official sanction imposed on any other party by any relevant regulatory authority which would be likely to affect its ability to perform its obligations under these General Terms and/or any Orders,

(F) a relevant regulatory authority has held, or is likely to hold, any other party to be in breach of any regulatory or other duties in relation to these General Terms and/or any Orders,

(G) any payment is due but remains unpaid after thirty (30) days from the invoice date, and

(H) any of the Parties hereto ceases to be authorized to carry on business or if such authorization is suspended for any reason.

11.4 **Effect of Termination.** If these General Terms and/or any Orders are terminated pursuant to Clause 11.3, the non-breaching Party may terminate (a) in the case of breach of any Order, the Order under which the breach occurred; or (b) in the case of breach of these General Terms, these General Terms and any Orders that have been placed under these General Terms.

Upon expiration or termination of these General Terms and/or any Order, except as expressly otherwise provided:

(A) the relevant rights, Licenses, consents and authorizations granted by either Party to the other under the terminated Order or General Terms will immediately terminate,

(B) Client will immediately cease the use of the Services concerned,

(C) Client shall return the Service Materials concerned (except that it may retain a copy for archival purposes or as otherwise provided in these General Terms and any Orders) to Provider and Provider may immediately deactivate or disable all of Client's and its Authorized Users' access to the relevant Services,

(D) if so requested, Client shall provide Provider with reasonable and prompt access to Client's premises to allow Provider to retrieve the hardware and software and /or, in accordance with Provider's instructions, return to Provider all hardware and software that Provider has provided to Client in connection with the Services concerned, and

(E) Provider shall either: (1) grant Client reasonable access to the Service for the sole purpose of Client retrieving Client Data and Materials or (2) transfer Client Data and Materials concerned to other media for delivery to Client; Client agrees that Provider shall not be liable to Client or to any third party for any termination of Client and its Authorized User's access to the Service or deletion of Client Data and Materials concerned, provided that Provider is in compliance with the terms of this Clause.

Notwithstanding the foregoing, nothing shall preclude Provider from maintaining one copy of Client Data and Materials if required by the Applicable Laws.

11.5 **Payment Consequences of Termination.** If any Order is terminated as specified in the preceding sentence, Client shall pay within thirty (30) days (i) all amounts that have accrued (whether billed or un-billed) prior to such termination as well as (ii) all sums remaining unpaid for the Services under such Order (regardless of whether or not such sums are accrued or the relevant Services to such sums are offered or delivered) plus related taxes and expenses (if any) covering the remainder of the Order Term had it not been terminated.

11.6 **Survival.** The following Clauses will survive termination of these General Terms and relevant Orders: 6 and 8.

12. Disclaimer, and Limitations of Liability.

12.1 Client expressly agrees that Client's use of Provider's Services, including the systems and software products as defined herein, is at Client's sole risk. Neither Provider nor any of its directors, officers, employees, agents, contractors, Affiliates, information providers, licensors, or other suppliers providing data, information, services or software, warrants that the Services will be uninterrupted or error free; nor do any of them make any warranty as to the results that may be obtained from the use of the Services or as to the timeliness, sequence, accuracy, completeness, reliability or content of any data, information, services, or transactions provided and Provider shall not be responsible for any losses liabilities or damages caused by the acts or omissions of those third party agents, contractors, information providers or other suppliers beyond any amount which Provider is able to recover pursuant to its agreement with such entity.

12.2 THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. PROVIDER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. THERE IS NO WARRANTY THAT ANY DATA OR OTHER INFORMATION PROVIDED THROUGH PROVIDER, THE SERVICE OR THE SYSTEM WILL FULFILL ANY PARTICULAR PURPOSES OR NEEDS.

13. Force Majeure.

13.1 **Force Majeure.** The delay or non-performance by a Party of its obligations (which shall include any refusal by such Party to act in accordance with these General Terms or Order Terms or the instructions of the other Party), shall be excused if and to the extent that such delay or non-performance is due to Force Majeure Event, provided that to the extent that it is legally permissible to do so, the Party affected by any Force Majeure Event gives written notice to the other Party of such Force Majeure Event and the resulting delay or non-performance of its obligations as soon as is practicable and, in any event, not later than fifteen (15) days after the occurrence of such event and exercises all reasonable efforts to mitigate the extent of such delay or non-performance.

13.2 If the Force Majeure Event shall continue for a period exceeding thirty (30) days from:

- (A) the date of the notice of such Force Majeure Event; or
- (B) the lapse of the fifteen (15) days after the occurrence of such event,

whichever is earlier, either Party may at any time thereafter upon giving written notice to the other Party terminate the impacted Order immediately or with effect from such time stated in the notice.

13.3 Notwithstanding Clause 13.2, if the Force Majeure Event renders a Party no longer practically able to continue its business operations due to (but not limited to) business facilities, system or staff being rendered unusable or unavailable to conduct normal business operations either by reason of destruction, death or any other loss, then the Orders impacted by such Force Majeure Event shall terminate automatically on the date of the Force Majeure Event or if any delay or non-performance by a Party of its obligations arises by reason of any law, regulation, order, sanction or direction of any regulatory or law enforcement authority, such Party may at any time upon giving written notice to the other Party terminate this Orders concerned immediately or with effect from such time stated in the notice.

13.4 Neither Party shall have any claim against the other, whether in contract, tort, equity or otherwise, for any loss or damages arising out of, in connection with or relating to delay or non-performance by a Party of its obligations or the termination of the impacted Order pursuant to and in accordance with this Clause.

14. Intellectual Property Rights.

14.1 **Protection of Intellectual Property.** Client shall preserve and protect Provider's and its Affiliates' patent, trade secret, copyright and other proprietary rights in Provider's or its Affiliates' products, services, trademarks and tradenames, at least to the same extent used by Client to preserve and protect its own proprietary data or information and to notify Provider of any action by any third party known by Client to constitute an infringement of Provider's or any of its Affiliates' proprietary rights and to cooperate with Provider in protecting such rights. Without limiting the foregoing, Client shall note Provider's or its Affiliates' patent, trade secret, copyrights, trademarks and trade names when Client makes reference to or distributes products or services provided by Provider or its Affiliates, as applicable.

14.2 **No Reverse Engineering.** Client shall not, directly or indirectly, modify the features or functionality of, copy or create derivative works using all or any portion of, analyze or remove semiconductor components from, decompile, or otherwise reverse engineer or attempt to reverse engineer or derive source code, techniques, algorithms or processes from the Services, Provider's App or permit or encourage any third-party to do so.

14.3 **Ownership.** Except for the license granted hereunder, nothing in these General Terms and Order shall be construed to transfer to Client any rights, title and/or interest in and to the Provider's Services or Deliverables, including, without limitation, the Intellectual Property Rights therein. Except to the extent that any Intellectual Property Rights in Provider's Services, are published or otherwise matters of public record, any Services and Deliverables are trade secrets of Provider and its Affiliates or one or more of its Third-Party Vendor. As between Provider and Client, Provider shall at all times be and remain the sole and exclusive owner of the Services and Deliverables.

14.4 **Revisions and Modifications.** Provider may in its sole and absolute discretion revise or modify any Services and Deliverables, to include any patches, upgrades, updates, new versions and other modifications, improvements and enhancements made by or for Provider (collectively, "**Service Modification**"). The Intellectual Property Right of the Service Modification shall belong to Provider at all times.

14.5 **Feedback.** By submitting the feedback to Provider, Client grants Provider and its Affiliate a non-exclusive, perpetual, royalty-free license to use the feedback and Provider and its Affiliate may, in connection with any of its products or services, freely use, copy, disclose, license, distribute, and exploit any feedback, regardless of the source or manner of acquisition of the feedback, in any manner without any obligation, royalty, or restriction based on any Intellectual Property Rights or otherwise. No feedback will be considered confidential, and nothing in these General Terms and any Order limits Provider's ability to independently use, develop, evaluate, or market products or Services, that are based upon or in any way incorporate feedback.

15. Notice.

15.1 Any notice given one Party to the other which:

(A) is delivered by hand, upon written acknowledgement of receipt by an officer or a duly authorized employee, agent or other representative of the other Party, shall be deemed to have been duly served,

(B) is posted by registered post to the addressee's notice address for the time being will be presumed (until the contrary is proved by the addressee) to have been received by the addressee on the fifth (5th) day after the date of posting, or

(C) is given by electronic mail, will be deemed to be received upon successful transmission, it being agreed that the burden of proving receipt will be on the sender of such notice or communication and such burden will be satisfied by a transmission report generated by the sender's computer showing that the e-mail to the recipient's e-mail address has been delivered.

16. Entire Agreements.

16.1 Client hereby agrees that these General Terms and the information which is incorporated into these General Terms by written reference (including reference to information contained Service Materials), together with the applicable Order, is the complete agreement for the Services ordered by Client and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

16.2 In the event of any inconsistencies between the Order Terms and these General Terms, the Order Terms shall take precedence. These General Terms and Order Terms may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted by both Parties; however, Provider may update the Service Materials from time to time by giving notification where Provider considers reasonable.

16.3 These General Terms are applicable to the Orders which these General Terms accompany. The following Schedules are incorporated into these General Terms: Schedule 1- Definition, Schedule 2 – Market Data Service and Schedule 3- Service Level Agreement. The Schedules set forth terms and conditions that apply specifically to certain types of Provider offerings which may be different than, or in addition to, these General Terms.

17. Miscellaneous.

17.1 **Assignment.** Neither Party may assign these General Terms and any Orders without the prior written consent of the other Party. Provider may assign without such consent to: (A) an Affiliate; or (B) to a successor pursuant to a merger or a sale of all or substantially all of its assets to which these General Terms and any Orders relates. These General Terms and any Orders shall be binding upon and inure to the benefit of each Party's successors or assigns.

17.2 Waiver and Cumulative Remedies.

(A) The rights and remedies of each Party under, or in connection with, these General Terms and any Orders may be waived only by express written notice. Any waiver shall apply only in the instance, and for the purpose for which, it is given;

(B) No right or remedy under, or in connection with, these General Terms and any Orders shall be precluded, waived or impaired by any failure to exercise or delay in

exercising it; any single or partial exercise of it; any earlier waiver of it, whether in whole or in part; or any of the above in relation to any other right or remedy (be it of similar or different character);

(C) The rights and remedies under these General Terms and any Orders are cumulative and in addition, except where otherwise expressly provided in these General Terms and any Orders, do not exclude any rights and remedies provided by law (including equitable remedies) or otherwise.

17.3 **Sub-Contracting.** Provider may subcontract the provision of the Services without Client's consent. Provider will be responsible for the performance of its employees and contractors, and their compliance with Provider's obligations under these General Terms and any Orders, except as may be otherwise specified herein.

17.4 **Severability.** If any provision or condition of these General Terms and the relevant Orders shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby, and these General Terms and any Orders shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

17.5 **Third Party Rights.** Unless expressly provided to the contrary these General Terms and any Orders, a person who is not a Party to these General Terms has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of Laws of Hong Kong) to enforce or to enjoy the benefit of these General Terms and any Orders. Notwithstanding any provisions of these General Terms and any Orders, the consent of any person who is not a Party to these General Terms and any Orders is not required to rescind or vary these General Terms and any Orders at any time.

17.6 **Binding Effect.** these General Terms and any Orders shall inure to the benefit of the respective heirs, legal representatives and permitted assigns of each party, and shall be binding upon the heirs, legal representatives, successors and assigns of each party.

17.7 **Applicable Law; Jurisdiction; Dispute Resolution.**

(A) **Applicable Law.** these General Terms and any Orders and all rights, obligations and liabilities of the parties shall be governed by and construed in all respects in accordance with the laws of Hong Kong;

(B) **Jurisdiction.** The courts of Hong Kong have non-exclusive jurisdiction to settle any Dispute arising out of or in connection with these General Terms and any Orders. The Parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly, no party will argue to the contrary. Notwithstanding the aforesaid, Provider shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by Applicable Laws, Provider may take concurrent proceedings in any number of jurisdictions. In all judicial actions or dispute resolution methods, the Parties waive any right to punitive damages. Client irrevocably and unconditionally agrees to accept service of process regarding any action, suit or proceeding brought in any court identified above by first class mail or courier service delivered to Client's address as set out in the relevant Order. If Client changes its address, it shall notify Provider immediately and Client shall thereafter accept service of process as specified herein at its new address.

17.8 **Right to Compete.** Nothing in these General Terms and any Orders or otherwise shall be deemed to restrict in any way the right of Provider or its Affiliate of to compete with Client in any or all aspects of Client's business.

17.9 **Counterparts.** These General Terms and any Orders may be executed in counterparts, and all counterparts so executed shall constitute one agreement, binding on the Parties hereto, notwithstanding that the Parties are not signatory to the same counterpart.

17.10 **Electronic Document Delivery/e-Signatures.** To the fullest extent permitted by Applicable Laws, Client and Provider agree that electronic delivery of any contract, certificate or other document required or permitted to be delivered hereunder shall satisfy any delivery requirement of either party hereto and Client and Provider further agree that an electronic signature on any contract, certificate or other document delivered to the other Party shall constitute a true and original signature of the Party delivering the electronic signature.

SCHEDULE 1 – DEFINITION

1. Unless otherwise specifically defined in the General Terms or its other Schedules, or further set out in the Order Terms, capitalized terms under the General Terms will have the meanings under this Schedule 1:

"Affiliate" means, in relation to a Party, an entity that controls, is controlled by, or is under common control with a Party. For this definition, "control" means direct or indirect ownership of more than 50% of the voting interests of the subject entity.

"Access Credentials" means, any username, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Order Services.

"Applicable Laws" means, all applicable laws, rules, regulations, orders, rulings, policies, practices, procedures, customs, requirements, and determinations of all governmental, judicial, regulatory and self-regulatory bodies, whether or not with the force of law, having jurisdiction over Provider and/or Client.

"App" means, collectively, Mobile Phone App, Web App and desktop App.

"Authorized User(s)" means, Client's employees, representatives, consultants, contractors or agents who have been granted authorization for the purpose of using Order Services, as the case may be.

"Client Data and Materials" means, any and all data, files, documents, and information Client-related trademarks, logos or trade names, and other related information and materials provided by Client to Provider for the purpose of Client's using the Order Services, which are related to Client, or its Authorized Users or its End Users.

"Confidential Information" means, any information disclosed by a party to the other party, either directly or indirectly, in writing, orally, or by inspection that (A) is designated as "Confidential,"

"Proprietary," or some similar designation or (B) by the nature of the information or the circumstances surrounding disclosure, would be reasonably understood as proprietary or confidential. Confidential Information does not include information (i) that is or becomes generally available to the public other than through the action of the receiving party; (ii) lawfully in the possession of the receiving party at the time of disclosure without restriction on use or disclosure; (iii) lawfully obtained by the receiving party from a third party without restriction on use or disclosure or breach of such third party's obligations of confidentiality; or (iv) independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

"Change to Fee" means, any changes, amendment or update relating to the Fees pursuant to these General Terms and the relevant Order.

"Client" means, the entity signing the Orders with Provider.

"Confirmation Form" means, relating to the Order Services, the confirmation form as signed off by Client or as accepted in accordance with these General Terms and the relevant Order.

"Deliverable" means, pursuant to these General Terms and Order, any electronic or tangible work product commissioned by and developed specifically for Client through the provision of the Order Services, that the Provider is required to deliver to the Client pursuant to the corresponding Order.

"Dispute" means, any dispute arising out of or in connection with these General Terms and any

Orders (including any dispute regarding the existence, validity or termination of these General Terms and any Orders).

"End User(s)" means, any person or entity that has registered, purchased, downloaded or otherwise acquired access to or accessed Provider's App subject to the Order.

"Force Majeure Event" means, any event of (A) any Act of God, fire, flood, earthquake, strike, riot, act of terrorism, war, (B) epidemic or pestilence, or (C) any cause beyond the reasonable control of such Party and without its fault or negligence.

"Fees" means, fees Provider charges for the supply of Order Service as specified in the relevant Order.

"General Terms" means, these General Terms, including its Schedules, Orders executed from time to time thereunder and other information incorporated by written reference.

"Intellectual Property Rights" means: (A) patents, utility models, supplementary protection certificates, petty patents, rights in trade secrets and other confidential or undisclosed information (such as inventions (whether patentable or not) or know how) registered designs, rights in copyright, "moral" rights, database rights, design rights, semiconductor topography rights, mask work rights, trademarks and service marks; (B) all registrations or applications to register any of the items referred to in paragraph (A); and (C) all rights in the nature of any of the items referred to in paragraphs (A) or (B) including continuations, continuations in part and divisional applications, reputation, personality or image, trade names, business names, brand names, get up, logos, domain names and URLs, rights in unfair competition and, without prejudice to anything set out elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition in any jurisdiction.

"Losses" means, all losses, costs, claims, demands, actions, suits, proceedings, fines, penalties, awards, liabilities, damages, compensation, settlements, expenses and/or professional costs, fees and/or charges, including reasonable attorneys' fees.

"License" means, subject to these General Terms and the relevant Order, Provider grants to Client during each Order Period, a limited, non-sublicensable, non-transferable, non-exclusive right (unless explicitly agreed by both Parties) to permit Client (including its Authorized Users, where applicable) to use the Order Service.

"Market Data" means, real time market data relating to financial instruments such as securities, futures, contracts for difference and exchange traded funds.

"Mobile Phone App" means, the application which includes the services which are available for downloading and installing on a mobile and/or tablet device through the App store or any other application marketplace where applicable.

"MAU" means, subject to Provider's then rules, monthly active End User who log into the App during certain period of time which is subject to Provider's own settlement requirements as stipulated at its sole discretion. **"Order"** means, the order that lists or describes the certain Services to be supplied to Client which is accepted and executed by and between Provider and Client from time to time.

"Order Terms" means, any and all terms and conditions set out in the Orders executed by and between Provider and Client, including any standard terms and special terms stated in the corresponding Order.

"Order Period" means, the valid period in force of the Order which will be stated in the corresponding Order.

"Order Service" means, the certain Service as offered by Provider and purchased by Client by placing corresponding Order.

"Personal Data" means, any information related to any identified or identifiable natural or legal person, including but not limited to Client employees and customers, and any other additional data deemed as personal data under any applicable data protection legislation.

"Service(s)" means, any services or products that Provider and/or its Affiliate supplies pursuant to the relevant Order and the General Terms.

"Service Materials" means, pursuant to these General Terms and subject to the Order, the materials, the guidelines, the detailed instructions or requirements relating to the operation and use of the Services including and lists of product features, but not limited to, product feature support notes, user manuals, user guides, technical manuals, release notes, and online help files regarding use of the software provided as part of the Service, and any other materials prepared in connection with any Service modification, correction, or enhancement, and shall include any updated versions of Service Materials as may be provided by Provider from time to time (A) in the course of providing the Service; (B) as part of an online tutorials or help files provided with the Service; or (C) in the course of providing web seminars.

"Schedule(s) " means, schedule(s) that are attached and incorporated by reference into these General Terms.

"Tax" means, any applicable taxes, levies, duties, or similar governmental assessments of any nature that may arise in connection with the Client's purchases under the relevant Order and subject to these General Terms.

" Testing Notice" means, any written notice (for instance, in the form of email sent by and from Provider's designated email address) given by the Provider to inform the Client to test the corresponding Deliverables when Provider believes the relevant Deliverables are ready for use by Client.

"Third Party Vendor" means, for the purpose of Provider's provision of certain specific Service to Client hereunder, any third party vendors who collaborate with Provider or provide specific product or service to Provider.

"Third Party Service" means, subject to the relevant Order, any specific Service offered by Provider in the name of Provider to Client by integrating with Third Party Vendor's services, products, or capabilities through collaboration with such Third Party Vendor.

"Web App" means, the application which includes the relevant services which are accessible using any web browser.

"Working Day" means, a day other than: (A) a public holiday in Hong Kong; (B) a Saturday; and (C) a gale warning day or a black rainstorm warning day as defined in "Interpretation and General Clauses Ordinance" of Hong Kong.

2. Headings are for ease of reference only and shall not affect the interpretation of these General Terms. References to clauses and schedules are to clauses and schedules of these General Terms. References to these General Terms or any other document are to that document as from time to time amended, restated or replaced.
3. References to any statute or statutory provision include any subordinate legislation made under it and include any provision repealing, amending it or re-enacting it.
4. References to times of the day are references to Hong Kong time.

SCHEDULE 2- MARKET DATA SERVICE

1. Provider may offer Market Data service to Client, the details of which may vary with which Provider's App it purchases. Market Data displayed on the Provider's App and Services, may be based on or derived from different third-party vendors and may be updated at different time intervals, and accordingly Market Data may differ due to the different Market Data and sources and their update intervals. Provider and its applicable Affiliate reserves the right to filter the Market Data provided to Client through the Service.
2. **Provider also offers Market Data service to End User of Provider's App subject to the terms and conditions of then-current service agreement signed between Provider and relevant End User. To access certain kind of Market Data on Provider's App, Client may subscribe and purchase such on Market Data store by logging into Provider's App and pay fees to Provider (such fee, "Market Data Fee on App"). Provider will display the service rules and the specifics of Market Data Fee on App (including the amount and payment instrument) on Provider's App. To the extent permitted by any Applicable Laws and pursuant to the relevant service rules established by Provider at its sole discretion, End User who holds security account with Client may be allowed to pay such Market Data Fee on App using its balance remained in its security account. To the said end, Client undertakes to deduct the Market Data Fee on App from security user's security account after obtaining the consent letter and any other documentation as required by Provider and under Applicable Laws and then transfer all Market Data Fee on App to Provider as then invoiced to Client.**
3. Provider will provide Client with Market Data for Shanghai Stock Exchange, Shenzhen Stock Exchange, Hong Kong Stock Exchange, New York Stock Exchange, NASDAQ AMEX, OPTIONS PRICE REPORTING AUTHORITY LLC (OPRA), SGX Derivatives Trading Corporation and other relevant third parties that Provider cooperates with or interfaces with on from time to time (collectively, the "**Exchanges**"). The specific content of the Market Data Provider presented to Client (including its Authorized Users and End Users) for the relevant Exchanges relies on Provider's (including its Affiliates') cooperation with qualified or licensed data service providers (including, but not limited to the Exchanges) (the "**Data Service Providers**").
4. Client shall strictly comply with the terms and conditions of the General Terms and any relevant Orders (including this Schedule) and shall not distribute, display, or make available in any form any relevant Market Data without the separate authorization of Provider and the Data Service Providers. Client acknowledges and agrees that, in order to use the Market Data Services, Client (including its Authorized Users and End Users) shall strictly comply with the following provisions.
5. **Client acknowledges and confirms that, for the purpose of using the Market Data Services hereunder, Client shall unconditionally accept the terms and conditions as modified or added by the Exchanges or Data Service Providers, as well as other requirements as added or amended by Provider from time to time. If Client disagrees with the said provision, Client shall immediately notify Provider, and Client's continuous use of the Market Data Services hereunder shall be deemed as Client's consent to the corresponding additions or amendments.**
6. Client acknowledges and confirms that the Market Data and all the rights related thereto shall be owned by the Exchanges.
7. **ALL MARKET DATA (AS DEFINED ABOVE) IS PROVIDED "AS IS" AND "AS AVAILABLE", AND THERE MAY BE DELAYS, OMISSIONS AND INACCURACIES IN SUCH DATA. NEITHER PROVIDER NOR ITS AGENTS, AFFILIATES, OR THIRD PARTY PROVIDERS OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, DELIVERING OR MANAGING THE DELIVERY OF SUCH MARKET DATA OR ANY**

SERVICES CAN GUARANTEE, NOR DO PROVIDER OR THEY GUARANTEE, THE CORRECTNESS, QUALITY, ACCURACY, SEQUENCE, TIMELINESS, CURRENTNESS, RELIABILITY, PERFORMANCE, COMPLETENESS, CONTINUED AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON- INFRINGEMENT OR OTHERWISE OF ANY DATA OR SERVICE (INCLUDING THIRD PARTY PROVIDER SERVICES) AND PROVIDER AND THEY HEREBY DISCLAIM ANY SUCH EXPRESS OR IMPLIED WARRANTIES.

8. ANY MARKET DATA PROVIDED BY PROVIDER DOES NOT CONSTITUTE ANY INVESTMENT ADVICE. CLIENT VIEWS OR ACTS IN RELIANCE ON SUCH MARKET DATA AT CLIENT'S OWN RISK AND FOR ANY CONSEQUENCES. NEITHER PROVIDER NOR ITS AFFILIATES SHALL BEAR ANY LEGAL RESPONSIBILITY. CLIENT FURTHER ACKNOWLEDGES AND CONFIRMS THAT ALL SECURITIES INVESTMENTS ARE SUBJECT TO RISK AND THAT PAST PERFORMANCE OF SECURITIES OR ANY OTHER FINANCIAL PRODUCTS IS NO GUARANTEE OF FUTURE RETURNS. DIVERSIFICATION OF AN INVESTMENT PORTFOLIO MAY HELP TO DISTRIBUTE RISK BUT WILL NOT GUARANTEE RETURNS OR PREVENT LOSSES. CLIENT SHOULD FULLY UNDERSTAND RELEVANT FINANCIAL PRODUCTS BEFORE ENGAGING IN ANY INVESTMENT ACTIVITY, CLEARLY UNDERSTAND ITS POTENTIAL RISKS, AND MAKE RATIONAL DECISIONS BASED ON CLIENT'S OWN RISK TOLERANCE OR THE RECOMMENDATIONS MADE BY CLIENT'S PROFESSIONAL ADVISORS.
9. CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT IF THE MARKET DATA IS DELAYED, SUSPENDED, AND INTERRUPTED OR THE USER'S LOSS OF DATA OR RECORDS IN THE PROVIDER'S APP IS CAUSED BY THE USER'S OWN NETWORK PROBLEM, EQUIPMENT PROBLEM, OR ANY REASON, SUCH AS THE EXCHANGE OR THE THIRD-PARTY DATA SERVICE PROVIDERS, PROVIDER SHALL NOT BEAR ANY LEGAL LIABILITY.
10. THE EXCHANGES' DISCLAIMER.

For all Data Service Providers and Exchanges, which Provider (including its Affiliates) cooperates with, in addition to complying with the provisions of this Schedule, Client shall also review and agree to any other requirements, terms, and/or conditions imposed by the relevant data service providers or Exchanges regarding the recipient of the Market Data.

By using the Market Data Services provided hereunder, Client shall be deemed to have agreed to the terms and conditions of the relevant Exchanges. Provider (including its Affiliates) shall not be liable for any issues arising from any delay or non-notification by Client (including its Authorized User and End User) of such termination. Client shall read the link below or confirm at the relevant Exchange's official website for details.

- (A) Disclaimer of Market Data Information Provided by Shanghai Stock Exchange. Client acknowledges that: Shanghai Stock Exchange, its holding company, and/or any subsidiary of such holding company endeavour to ensure the accuracy and reliability of the Information provided but cannot warrant the absolute accuracy and reliability of the Information, and cannot be held responsible for any losses or damages (whether in tort, contract or otherwise) arising out of any inaccuracy or omission of the Information.

[Learn more >](#)

Please see the official website as below:

<https://www.sseinfo.com/services/assortment/market/>

- (B) Disclaimer of Market Data Information Provided by Shenzhen Stock Exchange. Client acknowledges that: Shenzhen Stock Exchange, its holding company, and/or any subsidiary of such holding company endeavour to ensure the accuracy and reliability of the Information provided, but cannot warrant the absolute accuracy and reliability of the Information, and cannot be held responsible for any losses or damages (whether in tort, contract or otherwise) arising out of any inaccuracy or omission of the Information.

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Please see the official website as below:

<http://www.szse.cn/cpfw/fwsq/hq/jb.htm>

- (C) Disclaimer of Market Data Information Provided by Hong Kong Stock Exchange. Client acknowledges that: HKEX Information Services Limited, its holding company, and/or any subsidiary of such holding company endeavour to ensure the accuracy and reliability of the Information provided but cannot warrant the absolute accuracy and reliability of the Information, and cannot be held responsible for any losses or damages (whether in tort, contract or otherwise) arising out of any inaccuracy or omission of the Information.

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Please see the official website as below:

https://www.hkex.com.hk/Services/Market-Data-Services/Real-Time-Data-Services/Overview?sc_lang=zh-HK

- (D) Disclaimer of Market Data Information Provided by SGX. Client acknowledges that: SGX, its holding company, and/or any subsidiary of such holding company endeavour to ensure the accuracy and reliability of the Information provided but cannot warrant the absolute accuracy and reliability of the Information, and cannot be held responsible for any losses or damages (whether in tort, contract or otherwise) arising out of any inaccuracy or omission of the Information.

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Please see the official website as below:

<https://www.sgx.com/zh-hans://data-connectivity>

The Exchange Official Subscription Agreements/Terms:

<https://api2.sgx.com/sites/default/files/2018-04/Terms%2Band%2BConditions%2Bof%2BUse%2Bof%2BMaterials%2B%28including%2BMarket%2BData%29%2Bfrom%2BSGX%2BWebsite%2Band%2BSGX%2BMobile%2BApp.pdf>

- (E) Disclaimer of Market Data Information Provided by NASDAQ AMEX. Client acknowledges that: The Nasdaq OMX Group, its holding company, and/or any subsidiary of such holding company endeavour to ensure the accuracy and

reliability of the Information provided but cannot warrant the absolute accuracy and reliability of the Information, and cannot be held responsible for any losses or damages (whether in tort, contract or otherwise) arising out of any inaccuracy or omission of the Information.

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Please see the official website as below:

<https://www.nasdaq.com/solutions/nasdaq-totalview>

The Exchange Official Subscription Agreements/Terms:

https://pub.lbkrs.com/files/202110/1uFBC2mEh5dVaSKe/Sub_Agreement-UTP_Plan.pdf

- (F) Disclaimer of Market Data Information Provided by New York Stock Exchange. Client acknowledges that: The NYSE Group, its holding company, and/or any subsidiary of such holding company endeavour to ensure the accuracy and reliability of the Information provided but cannot warrant the absolute accuracy and reliability of the Information, and cannot be held responsible for any losses or damages (whether in tort, contract or otherwise) arising out of any inaccuracy or omission of the Information.

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Please see the official website as below:

<https://www.nyse.com/market-data/real-time>

The Exchange Official Subscription Agreements/Terms:

https://pub.lbkrs.com/files/202110/AUH9tWczkuHvoiST/Exhibit_B_Metered_Usege_Addendum_and_Non-Professional_Subscriber_Electronic.pdf

- (G) Disclaimer of Market Data Information Provided by OTC Markets Group Inc.. Client acknowledges that: The OTC Market Group, its holding company, and/or any subsidiary of such holding company endeavour to ensure the accuracy and reliability of the Information provided but cannot warrant the absolute accuracy and reliability of the Information, and cannot be held responsible for any losses or damages (whether in tort, contract or otherwise) arising out of any inaccuracy or omission of the Information.

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Please see the official website as below:

<https://www.otcm Markets.com/market-data/overview>

Official Subscription Agreements/Terms:

<https://www.otcm Markets.com/files/Market%20Data%20File%20Subscription%20Agreement%20%281.1.2021%29.pdf>

- (H) Disclaimer of Market Data Information Provided by OPRA. Introducing Broker acknowledges that: OPTIONS PRICE REPORTING AUTHORITY, LLC., its holding company, and/or any subsidiary of such holding company endeavour to ensure the accuracy and reliability of the Information provided but cannot warrant the absolute accuracy and reliability of the Information, and cannot be held responsible for any losses or damages (whether in tort, contract or otherwise) arising out of any inaccuracy or omission of the Information.

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Please see the official website as below:

<https://www.opraplan.com/>

The Exchange Official Subscription Agreements/Terms:

https://pub.lbkrs.com/files/202110/ef4pUUmSQ7xizSGe/Sub_Agreement-OPRA.pdf

SCHEDULE 3 - SERVICE LEVEL AGREEMENT

This Service Level Agreement is only meant to be Provider's current good-faith guidelines regarding the maintenance, and technical troubleshooting resolution times of the Services.

1. Provider is committed to providing Client with the commercially reasonable possible user experience on the Services. Provider takes every loss or failure of the Service functionality, even a partial loss, very seriously. The time it takes Provider to restore the Service functionality may vary depending on the severity of the diagnosed issue(s). Provider will make every effort to respond to and resolve such issues as soon as possible and will ensure the Client are informed and updated on Provider's progress.
2. Provider's business support hours are 9:00 -24:00, Hong Kong time in Working Days.

Severity	Definition	Expected Responding Time	Expected Responding Manner	Expected Processing Time
Level 1 – Critical	The significant and critical functionality of Service (such as core portion of Trading System Service) is not available or operational due to the unpredicted incidents or any Force Majeure Event, as a result of which Client's business or right under the General Terms and any Order is significantly impacted.	30 minutes during Working Day	Telephone	Upon receipt of Client's report (in written or detailed telephone), Provider expects to propose a solution within 24 hours of the Working Day and to issue an incident report within 48 hours of the Working Day.
Level 2 – High	Essential functionality of Service (such as system unresponsive) is disrupted or delayed.	two (2) hours during Working Days	Telephone or Online CS or Email	Upon receipt of Client's report (in written or detailed telephone), Provider expects to propose a solution within 48 hours of the Working Day and to issue an incident report within 48 hours of the Working Day.
Level 3 – Normal	Normal and regular enquiries, suggestion, and Feedback from Client relating to the Service not relating to the critical or essential functionality of the Service.	two (2) Working Days	Online CS or Email	Upon receipt of Client's report (in written or detailed telephone), Provider expects to propose a solution within 7 Working Days and to issue an incident report within 48 hours of the Working Day.

