

SUBSCRIBER AGREEMENT FOR THE AUSTRALIAN STOCK EXCHANGE INFORMATION

This Agreement permits the undersigned Subscriber to receive real-time data, and restricted information which may include information licensed to ASX by an information provider (“Information”) on the Australian Stock Exchange (“ASX”).

Between

Vendor

Name of Vendor: Saxo Bank A/S
 Address of Vendor: Smakkedalen 2
 DK-2820 Gentofte
 Denmark

And

Subscriber (Please complete all fields in block capitals)

Subscriber Name and Title:

Login ID No./ Acc No:

Subscriber Address:

Street and Number	
Town/City	
Postal Code	
Country	

Subscriber is (please select one of the following):

A Non Professional Subscriber

Is any person who accesses the Information for their personal and private use. This expressly excludes the following;

1. Any person registered with any securities agency, regulatory or self-regulatory body;
2. Any person engaged in a financial services business or employed as a financial adviser;
3. Any person accessing or using the Information other than for personal use relating to their own investment portfolio.
4. Any person accessing the Information in the course of their employment or in connection with any form of trade or business;

5. Any person engaged in the business of accessing or aggregating Information and redistributing or otherwise furnishing that Information to third parties; and
6. Any person signing this Agreement in the name other than the name of the end user, which without limitation includes an employee of a Subscriber, a contractor acting under the direction of a Subscriber in the ordinary course of the business, or a registered client of the Subscriber who can access the Information (“End User”), in their personal capacity.

Notwithstanding the above, a Subscriber using PTY LTD solely for managing its personal funds will be classified as a Non Professional Subscriber if the Subscriber is managing its own super funds or family trusts (i.e. Subscriber is using the Information for private or personal investment purposes).

A Professional Subscriber



Is a Subscriber who does not qualify as a Non Professional Subscriber

Fees

Subscriber shall be required to pay the applicable charge(s) and any applicable tax for receipt of Information as from time to time in effect.

Agreement

In consideration of receipt of ASX Information, the Subscriber agrees as follows:

1. Subscriber may solely use the Information for their own internal business purposes, and shall not transfer or publish to third parties all or part of the Information without the prior written consent of ASX and the Vendor.
2. Subscriber must recognize the Intellectual Property Rights (which without limitation includes (i) copyright, trademarks, registered designs, patents, rights in semiconductor or circuit layouts, and the right to have confidential information kept confidential; and (iii) any application or right to apply for registration of any of the rights referred to in paragraph (i) whether such rights exist in Australia or anywhere else in the world) and all other rights of ASX or any other information provider, to legal remedies in respect of the Information.
3. The Subscriber furthermore agrees:
 - 3.1 Not to allow any person other than an End User to access the Information;
 - 3.2 To ensure each End User is issued with a unique user identifier and password, and ensure that these are not shared with other End Users or any unauthorized person;
 - 3.3 Not use the Information for any illegal purpose;
 - 3.4 To maintain all records and provide all information required by Vendor to meet Vendor’s record-keeping, reporting and payment obligations to ASX.

- 3.5 To allow ASX, or their authorized representative, to enter upon the Subscribers premises and audit the Subscribers systems, records and usage of the Information.
- 3.6 To obtain and provide any consent needed for ASX or their authorized representative, to review and receive personal data, where necessary, for the purpose of verifying compliance with Vendors obligations to ASX.
4. Neither ASX nor the Vendor shall be liable for any loss, damage, costs, claims and expenses whatsoever arising from mechanical or electrical failure of any kind, any error or omission in the collecting, reporting, recording, processing, storing or supplying of the Information, breakdown of the system, or erroneous reports/ information submitted by ASX via the system.
5. This Agreement may be terminated at any time without notice by ASX or the Vendor.
6. Subscriber may not assign this Agreement without the prior written consent of ASX and the Vendor.
7. If a provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected or impaired by such holding.
8. This Agreement shall be governed by, and construed in all respects in accordance with the laws of Denmark, and the parties hereby submit to the non-exclusive jurisdiction of the courts of Denmark to settle any disputes in connection with any matter arising out of this Agreement and/or ASX rules governing the use of Information.

SUBSCRIBER: _____

VENDOR: SAXO BANK A/S

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____