

**SUBSCRIBER AGREEMENT FOR THE AUSTRALIAN STOCK EXCHANGE
MARKET DATA**

This Agreement permits the undersigned Subscriber to receive real-time market data (“Market Data”) 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 Investor

Is any person who accesses the Market Data for their personal and private use. This expressly excludes, without limitation, the following;

1. Anybody registered with any securities agency, regulatory or self-regulatory body;
2. Anybody engaged in a financial services business or employed as a financial adviser;
3. Anybody accessing or using the Market Data other than for personal use relating to their own investment portfolio;
4. Anybody accessing the Market Data in the course of their employment or in connection with any form of trade or business;
5. Anybody engaged in the business of accessing or aggregating information and redistributing or otherwise furnishing that information to third parties; and
6. If this Agreement is signed in a name other than the name of the end user in their personal capacity.

A Professional Investor

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

Fees

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

Agreement

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

1. Subscriber shall use the Market Data only for its individual use in its business, and shall not provide access or redistribute the Market Data to any third party without the prior written consent of the ASX and the Vendor.
2. Neither the 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 Market Data, breakdown of the system, or erroneous reports/ information submitted by the ASX via the system.
3. This Agreement may be terminated at any time without notice by the ASX or the Vendor.
4. Subscriber may not assign this Agreement without the prior written consent of the ASX and the Vendor.
5. 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.
6. 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 the ASX rules governing the use of Market Data.

SUBSCRIBER: _____

VENDOR: SAXO BANK A/S

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____