


Signature Section - This section incorporates all terms of The Nasdaq Subscriber Agreement by this reference.

Do you qualify as a **non-professional** as defined in paragraph (1) of the Agreement?  Yes  No

A. Mandatory for all Subscribers

Subscriber (print name): \* PETER TAN

Signature \*  Date \* 13<sup>th</sup> JUNE 08

\* Please complete this section

B. Agent use only (complete only if you signed on behalf of the Subscriber)

Print Name (printed name of person signing for Subscriber): \_\_\_\_\_

Title:  Chief Executive Officer  Chief Operating Officer  President  
 Senior Vice-President  Vice-President  Managing Director  
 Other (use "Other" only if you have the same contracting authority as the listed titles but your title is different)

Other: \_\_\_\_\_

C. For Vendor use only

Vendor Name: \_\_\_\_\_

Printed Name (printed name of person signing for Vendor): \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title:  Chief Executive Officer  Chief Operating Officer  President  
 Senior Vice-President  Vice-President  Managing Director  
 Other (use "Other" only if you have the same contracting authority as the listed titles but your title is different)

Other: \_\_\_\_\_

THE VENDOR AND ITS AGENTS MAY NOT MODIFY OR WAIVE ANY TERM OF THIS AGREEMENT. ANY ATTEMPT TO MODIFY THIS AGREEMENT, EXCEPT BY NASDAQ, IS VOID.

1. The word "Nasdaq" means The Nasdaq Stock Market, Inc. and its affiliates. The word "Information" means certain data and other information relating to securities or other financial instruments, products, vehicles or devices; or relating to Persons regulated by Nasdaq or to activities of Nasdaq; or gathered by Nasdaq from other sources. The word "or" includes the word "and". The phrase "Claims or Losses" means any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, judgments, settlements, and expenses of whatever nature, whether incurred by or issued against an indemnified party or a third party, including, without limitation, (1) indirect, special, punitive, consequential or incidental loss or damage, (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, or other indirect loss or damage) and (2) administrative costs, investigatory costs, litigation costs, and auditors' and attorneys' and fees and disbursements (including in-house personnel). The word "Person" means any natural person, proprietorship, corporation, partnership, or other entity whatsoever. The phrase "Non-Professional Subscriber" means any natural person who is neither: (a) registered or qualified in any capacity with the SEC, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (b) engaged as an "investment advisor" as that term is defined in Section 201 (11) of the Investment Advisors Act of 1940 (whether or not registered or qualified under that Act); nor, (c) employed by a bank or other organization exempt from registration under federal or state securities laws to perform functions that would require registration or qualification if such functions were performed for an organization not so exempt. The phrase "Professional Subscriber" means all other persons who do not meet the definition of Non-Professional Subscriber. When it appears alone, the word "Subscriber" encompasses all Non-Professional and Professional Subscribers. The phrase "Vendor's Service" means the service from a vendor, including the data processing equipment, software, and communications facilities related there to, for receiving, processing, transmitting, using and disseminating the Information to or by Subscriber.

# US Exchange Agreements

Our CFD dealing software features live prices direct from the Exchange. We will deliver these price feeds to you, and will pay the Exchange fees associated with these prices on your behalf. It is, however, a condition of the Exchanges themselves that we obtain your signature to the attached end-user Agreements before we can supply you with their prices.

**Please sign and complete each declaration separately. These occur on pages 2 and 6 of this document. We apologise for this repetition but it cannot be avoided. Please return the original signed document in full.**

## Stand Alone NASDAQ Subscriber Agreement

### Disclosure - Please read

Subscribers must sign a contract entitled The Nasdaq Stock Market, Inc. ("Nasdaq") Subscriber Agreement ("Agreement") in order to receive Information [see definition in Paragraph [1] of the Agreement] from Nasdaq. While all terms are important, please particularly note the following. For more information regarding each term, the paragraph number at the end of each term refers to the paragraph in the Agreement where more information can be located.

**RESTRICTIONS ON USES & TRANSFER:** Subscribers may not provide access to Information or transfer the Agreement to others. The Information is only for personal non-professional use or, if you are a Professional Subscriber (see definition in Paragraph [1] of the Agreement) for internal business use and/or personal use. [Paragraph 3]

**MOST TYPES OF DAMAGES ARE EXCLUDED AND REMAINING DAMAGES ARE LIMITED:** Nasdaq is not liable for trading losses, lost profits or incidental, consequential or other indirect damages, even if the Information is untimely or incorrect. Other damages (if any), are restrictly limited (in contract, tort, or otherwise) to a capped amount. [Paragraphs 9 and 10]

**NO IMPLIED OR STATUTORY WARRANTIES OR DUTIES:** All warranties and duties (if any) are eliminated. There are no express warranties except for a Limited Warranty regarding efforts only. STOCK QUOTES MIGHT NOT BE CURRENT OR ACCURATE. [Paragraph 9]

**SUBSCRIBERS PROVIDE AN INDEMNITY:** Subscriber indemnifies and holds harmless Nasdaq for any Claims or Losses (see definition in Paragraph [1] of the Agreement) resulting from Subscriber's breach of the Agreement, for Subscriber's infringement of a third party's intellectual property rights, or from any third party suit related to Subscriber's use or receipt of the Information. [Paragraph 13 and 14]

**MARYLAND LAWS AND COURTS APPLY:** Everything relating to the Agreement is governed by the laws of the United States and the State of Maryland and any disputes can only be heard in Maryland. [Paragraph 23]

**NO ORAL AMENDMENTS & ONLY NASDAQ MAY AMEND:** The Agreement may not be altered orally and may be altered by Nasdaq pursuant to an Agreement procedure which includes notice either to Subscriber or to Vendor. Failure to terminate the Agreement before, or use of Information after, an amendment will be Subscriber's consent (or confirmation of an earlier consent) to the amendment. [Paragraph 17 and 21]

**VENDORS CAN IMPACT SUBSCRIBER'S RIGHTS BUT NOT NASDAQ'S RIGHTS:** Vendor does not have authority to change the Agreement. Vendors are obligated to provide notice of Nasdaq changes to Subscriber, but if they do not, Nasdaq's notice to Vendor is still effective, as to Subscriber including notice of cancellation. [Above Paragraph 1 and Paragraph 17]

The Agreement appears overleaf. If you are at least 18 years old, sign it as either a Professional or a Non-Professional Subscriber by signing your name or other symbol of your signature on the "Signature" line in the appropriate signature part(s) overleaf.

Section 2: Non-Professional Subscriber (continued)

10. Permitted Use

If Subscriber is a Non-Professional Subscriber, he or she shall receive Market Data solely for his or her personal, non-business use.

11. Personal and Employment Data

As a prerequisite to qualifying as a Non-Professional Subscriber, Subscriber shall provide the following information:

Subscriber's name and address: *	PETER TAN, 212 NORTH BRIDGE, PENINSULA PLAZA, # 01-10 SINGAPORE 048786
Subscribers Occupations (list all occupations - including homemaker, students, retiree, etc.): *	
Name(s) and address(es) of Subscriber's Employer(s): *	RIGHTWAY CORPORATION PTE LTD 133 TANJONG KATONG SINGAPORE 048777
Subscriber's title(s) and/or positions(s): *	DIRECTOR
Subscriber's employment functions (description): *	CONSULTANCY

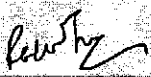
\* Please complete this section

Subscriber shall notify Vendor promptly in writing of any change in his or her circumstances that may cause him or her to cease to qualify as a Non-Professional Subscriber.

12. Certification

By executing this Agreement, Subscriber hereby certifies that he or she falls within Paragraph 9's definition of Non-professional Subscriber and that the personal and employment information that he or she has included in Paragraph 11 is truthful 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, that I understand them and that I hereby agree to comply with those terms and conditions.

Subscriber (Name of Subscriber)	
By: *	 (Sign Here)
Name: *	Peter TAN
Title: *	MR.
Date: *	13 <sup>th</sup> Jun 2008

\* Please complete this section

Vendor	
By:	
Name:	
Title:	
Date:	

# NYSE: Agreement for Market Data Display Services (Non-Professional Subscriber Status)

We ("**Vendor**") agree to make "**Market Data**" 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 Data made available pursuant to this Agreement as a Non-Professional Subscriber.

## Section 1: Terms and Conditions of General Applicability

### 1. Market Data Definition

For all purposes of this Agreement, "**Market Data**" means (a) last sale information and quotation information relating to securities that are listed on a national securities exchange, (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an "**Authorising SRO**") may make available and as the New York Stock Exchange ("**NYSE**") or the American Stock Exchange ("**AMEX**") may from time to time designate as "**Market Data**"; and (c) all information that derives from any such information.

### 2. Proprietary Nature of Data

Subscriber understands and acknowledges that each Authorising SRO and Other Data Disseminator has a proprietary interest in the Market Data that originates on or derives from it or its market(s).

### 3. Enforcement

Subscriber understands and acknowledges that (a) the Authorising SROs are third-party beneficiaries under this Agreement and (b) the Authorising SROs or their authorised representative(s) may enforce this agreement, by legal proceedings or otherwise, against Subscriber or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates. Subscriber shall pay the reasonable attorney's fees that any Authorising SRO incurs in enforcing this Agreement against Subscriber.

### 4. Data not Guaranteed

Subscriber understands that no Authorising SRO, no other entity whose information is made available over the Authorising SROs' facilities (an "**Other Data Disseminator**") and no information processor that assists any Authorising SRO or Other Data Disseminator in making Market Data available (collectively, the "**Disseminating Parties**") guarantees the timeliness, sequence, accuracy or completeness of Market Data 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, riot, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of any Disseminating Party.

### 5. Permitted Use

Subscriber shall not furnish Market Data to any other person or entity and, subject to Paragraph 10, shall use Market Data only for its individual use in its business.

### 6. Dissemination Discontinuance or Modification

Subscriber understands and acknowledges that, at any time, the Authorising SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorising SROs 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 Data as contemplated by this Agreement. In addition, Vendor may terminate this Agreement at any time, whether at the direction of the Authorising SROs or otherwise. Paragraph 2, 3 and 4, and the first two sentences of Paragraph 8, survive any termination of this Agreement.

### 8. Miscellaneous

The laws of the State of New York shall govern this Agreement and it shall be interpreted in accordance with those laws. This Agreement is subject to the Securities Exchange Act 1934, the rules promulgated under the act, and the joint industry plans entered into pursuant to that act. This writing contains the entire Agreement between the parties in respect of its subject matter. Subscriber may not assign all or any part of this Agreement to any other person. The person executing this Agreement below represents and warrants that he or she has legal capacity to contract and, if that person is executing this Agreement on behalf of a proprietorship or a business partnership or other organisation, represents and warrants that he or she has actual authority to bind the organisation.

## Section 2: Non-professional Subscriber

### 9. Non-Professional Subscriber Definition

"**Non-Professional Subscriber**" means any natural person whom Vendor has determined to qualify as a Non-Professional Subscriber and who is not:

- registered or qualified with the Securities and Exchange Commission (the "**SEC**"), the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association;
- engaged as an "**investment advisor**" as that term is defined in Section 201(11) of the Investment Advisor's Act of 1940 (whether registered or qualified under that Act); nor
- employed by a bank or other organisation exempt from registration under Federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were to perform such functions for an organisation not so exempt.