

LONGBRIDGE PLATFORM

TERMS AND CONDITIONS

Date: 31 October 2022

WELCOME TO LONGBRIDGE!

Please read these Longbridge Platform Terms and Conditions (“**Terms and Conditions**”) carefully before registering at or logging in to the Longbridge Platform (as defined below).

The Terms and Conditions of this Longbridge Platform agreement (the “**Agreement**”) is legally binding between you (“**user**”, “**you**” or “**your**”) and **Long Bridge Pte. Ltd.** (“**Longbridge Singapore**”, “**we**”, “**us**”, or “**our**”), concerning your use (including any access to) our website(s), mobile and desktop applications and the accompanying products and services, as well as third-party applications (collectively, the “**Longbridge Platform**”), which is developed and operated by **Longbridge Singapore** and the Affiliates of Longbridge Singapore, whereby Longbridge Singapore and the Affiliates are collectively hereinafter referred to as the Longbridge Group.

BY USING THE LONGBRIDGE PLATFORM, YOU HEREBY AFFIRM THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE TO ENTER INTO THIS AGREEMENT. IF YOU ARE BELOW EIGHTEEN (18) YEARS OF AGE, YOU ARE NOT AUTHORISED TO ACCESS OR USE THE LONGBRIDGE PLATFORM.

Before you start to use the Longbridge Platform, please read these Terms and Conditions carefully to understand the contents, especially the clauses that limit or exclude our liability. By you submitting a user registration application, downloading or logging in to use the Longbridge Platform, or use any services provided via the Longbridge Platform, you are acknowledging and providing your consent and agreement to these Terms and Conditions.

If you DO NOT AGREE to abide by these Terms and Conditions, you are not authorised and must immediately discontinue your access and use of the Longbridge Platform.

If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such business or entity to this Agreement, in which case the terms “**user**”, “**you**” or “**your**” shall refer to such entity. If you do not have such authority, or if you do not agree to the Terms and Conditions of this Agreement, you must not accept this Agreement and you must not access and use the Longbridge Platform. You acknowledge that this Agreement is a contract between you and Longbridge Singapore, even though it is electronic and is not physically signed by you, and it governs your use of the Longbridge Platform.

1. **PRIVACY POLICY**

- 1.1 It is our policy and priority to safeguard any information provided by our users, and we respect your right to privacy. We understand the importance you place on the privacy and security of information that personally identifies you or your account information ("**Personal Data**"). To find out more about how we use and protect your Personal Data, please refer to our Privacy Policy which can be accessed at this link here: <https://support.longbridge.sg/topics/misc/privacy-policy>

2. **AMENDMENT TO THESE TERMS AND CONDITIONS**

- 2.1 Longbridge Singapore has sole and absolute discretion to modify and/or amend the terms and conditions from time to time by posting changes online without prior notice. You are responsible to regularly review these Terms and Conditions to ensure you are familiar with the contents. Any such changes will be published online and shall take effect from and on the effective date stated, and if there is no such effective date stated, such modification and/or amendment shall take effect from and on the date it is posted online.
- 2.2 By continuing to access the Longbridge Platform following any changes to the Longbridge Platform and/or the terms and conditions of this Agreement (including any policies referred to in this Agreement), you have agreed to be bound by the latest published version of these Terms and Conditions.

3. **USER REGISTRATION & SECURITY**

- 3.1 Access and use of the Longbridge Platform is restricted to Registered Users only. You may not obtain or attempt to obtain unauthorised access to such parts of the Longbridge Platform, or to any other protected information, through any means not intentionally made available by us for your specific use.
- 3.2 Where we accept your registration to use the Longbridge Platform, we will register you and as such you will become a user of the Longbridge Platform and hence you will need to choose a Username and a password to access your account. The Username which you have selected for yourself shall be the User ID that you, assign for yourself when you register to use the Platform ("**Registered User**"). We may require you to change or we may refuse to supply a particular use with an account ID and/ or password or may cancel a particular account ID and/or password, at any time without providing reasons.
- 3.3 You represent and warrant that any information you provide in connection with any such registration is and will remain truthful, accurate and complete, and that you will maintain and update such information as required as you continue to be a Registered User of the Longbridge Platform.
- 3.4 As a Registered User, you are responsible for maintaining the confidentiality of your account and password and ensuring that at all times, access to your account is restricted to yourself, the Registered User. Hence you agree to accept responsibility for all activities that occur under your account. Longbridge Singapore is not responsible for any use or misuse of your Username or password which you have assigned for your own account when you access the Longbridge Platform. You must promptly notify us of any confidentiality breach or unauthorized use of your username or password, or your account.

- 3.5 When you create an account for yourself, besides requiring you to choose a Username and a password, Longbridge Singapore, for security reasons, may also require other details (such as facial recognition, unique gestures) from you to authenticate your identity ("Alternative Security Measures").
- 3.6 **YOU ACKNOWLEDGE AND AGREE THAT SUCH SECURITY MEASURES ARE MADE AVAILABLE BY A THIRD PARTY (WHICH MAY INCLUDE A MOBILE DEVICE MANUFACTURER OR OPERATING SYSTEM PROVIDER) AND NOT BY US. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY FAILURE OF SUCH ALTERNATIVE SECURITY MEASURES, OR ANY UNAUTHORISED ACCESS TO YOUR ACCOUNT THAT RESULTS FROM ANY SUCH FAILURE. SUCH ALTERNATIVE SECURITY MEASURES CONSTITUTE THIRD PARTY CONTENT (AS DEFINED BELOW). YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE SECURITY OF YOUR ACCOUNT AT LONGBRIDGE PLATFORM AND ANY DEVICE ON WHICH YOU ACCESS YOUR ACCOUNT.**
- 3.7 We may block your access to the Longbridge Platform if we believe that it is necessary for security, legal and/ or regulatory reasons. We may contact you to provide you with new security details or contact you to require you to provide fresh security details where it appears that your account may have been compromised. For the avoidance of doubt, we may require you to provide additional supporting documents due to requirements under the applicable laws and regulations and/or from regulatory authorities, or for the purpose of allowing you, the Registered User to continue to access the Longbridge Platform. You shall provide such requested information or document in a timely manner as so required by us. If you fail to or refuse to provide the said information after receiving the notice sent by us, we shall have the right to suspend or terminate your right to continue using the Longbridge Platform.
- 3.8 Your account is not transferable and may not be assigned to any third party. Sharing of your account ID and password is strictly prohibited. You are responsible for maintaining the confidentiality of, and protecting and securing, your user account ID (or "**Username**") and password from authorised use and disclosure. You are fully responsible for all activities that occur under your account whether or not actually or expressly authorise and/or used by you and this includes all actions that occur while your Username and passwords are being used. You agree to immediately notify us if there has been any unauthorised third party access to your user account ID or password or if there is any unauthorised use of your account or any breach of security known to you.
- 4. INTELLECTUAL PROPERTY RIGHTS**
- 4.1. The Platform Services are provided exclusively for your personal and non-commercial access and use. No part of the Platform Services or Third-Party Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, web site or other medium for publication or distribution or for any commercial enterprise, without our express prior written consent.
- 4.2. You may print off and download extracts from the Longbridge Platform for your own personal non-commercial use provided that (i) you do not modify any of the content; (ii) you do not use any graphics or photographs separately from their accompanying text; and (iii) you do not remove any copyright, trade-mark notification or other proprietary notices (including these Terms and Conditions) from such extracts. You must not use

any part of the materials on the Longbridge Platform for commercial purposes without obtaining a licence to do so from us or our licensors.

- 4.3. The content available on the Longbridge Platform may not be reproduced, distributed, transmitted, published, displayed, broadcast, stored, adapted, licensed, altered, hyperlinked or otherwise used in any manner or by any means without our prior written consent. You may not, without our prior written consent, insert a hyperlink to the Longbridge Platform (or any part thereof) on any other Platform or "mirror" or frame any content available on the Longbridge Platform on any other server or platform. No licence or right is granted to you, and your access to the Longbridge Platform and/or use of the Longbridge Platform, should not be construed as granting, by implication, estoppel or otherwise, any licence or right to use the trademarks, tradenames or logos appearing on the Longbridge Platform.
- 4.4. We are the owner or the licensee of the copyright and all other intellectual property rights ("**Intellectual Property Rights**") subsisting in the Longbridge Platform and its content. Nothing herein or otherwise shall be construed as an assignment or transfer of our rights in the Intellectual Property Rights subsisting in our Platform and its content. All our rights are fully and expressly reserved.
- 4.5. For the avoidance of doubt, "Intellectual Property Rights" mean any copyright, rights in software, rights in databases, patents and rights in inventions, trademarks, rights in domain names, designs, know-how, trade secrets and other rights in confidential information, in each case whether registered or unregistered including applications for registration and the right to apply for registration for any of the rights listed above that are capable of being registered anywhere in the world, and all other rights having equivalent or similar effect anywhere in the world.

5. **PLATFORM SERVICES**

- 5.1 The Longbridge Platform may provide or make available certain services, products and contents (collectively "**Platform Services**"). Platform Services includes, without limitation: (1) general news and information, commentary, research reports, educational material and information and data concerning the financial markets, securities and other subjects; (2) market data for securities transactions and/or last sale information for completed securities transactions reported in accordance with securities regulations ("**Market Data Services**"); (3) account management tools; and (4) third party content.
- 5.2 Certain Platform services here may only be accessed upon you, the User, having already opened a separate broker-dealer account with our Affiliates, including Long Bridge Securities Pte. Ltd. These Terms and Conditions is separate from any agreement/s which you may enter into with your broker-dealer, including any customer or account agreements relating to your account at your broker-dealer with our Affiliates, including Long Bridge Securities Pte Ltd. If any such additional terms conflict with these Terms and Conditions, then such additional terms will govern with respect to the applicable service provided by the broker-dealer.
- 5.3 If you are a Registered User and you terminate this Agreement, you will need to be able to utilize another alternative method to communicate with your broker-dealer where you have opened an account. Termination as a Registered User here does not affect the status of your account at your broker-dealer. Any

decision by your broker-dealer to terminate your brokerage account will be solely made by the broker-dealer, and Longbridge Singapore shall have no responsibility for such decision.

- 5.4** With regards to your use of Market Data Services on the Longbridge Platform, you accept and agree to the contents of **Schedule A** which sets out the **Terms and Conditions of Market Data Services** provided on the Longbridge Platform.

6. MARKET DATA

- 6.1** You agree to be bound by the provisions provided in **Schedule A** ("**Terms and Conditions of Market Data Services**") to this Agreement, which is hereby incorporated into this Agreement by reference, with respect to your use of market data services on the Longbridge Platform and you accept and agree to the contents of **Schedule A**.
- 6.2** You undertake and agree not to use all or any part of the market data information being displayed in the Longbridge Platform or provided in the Service for the purpose of disseminating or transmitting any market data information to any person, or index computation and compilation, or deriving any tradable products, or any other purpose.
- 6.3** You agree and confirm, and by use of the market data, you have consented to your acceptance of the following:
- (i)** Shanghai Stock Exchange, its holding companies and/or any subsidiaries of such holding companies endeavour to ensure the accuracy and reliability of the information provided but do not guarantee its accuracy or reliability and accept no liability for any loss or damage arising from any inaccuracies or omissions.
 - (ii)** Shenzhen Stock Exchange, its holding companies and/or any subsidiaries of such holding companies endeavour to ensure the accuracy and reliability of the information provided but do not guarantee its accuracy or reliability and accept no liability for any loss or damage arising from any inaccuracies or omissions.
 - (iii)** HKEX Information services limited, its holding companies and/or any subsidiaries of such holding companies endeavour to ensure the accuracy and reliability of the information provided but do not guarantee its accuracy or reliability and accept no liability for any loss or damage arising from any inaccuracies or omissions.
 - (iv)** Singapore Exchange Securities Trading Limited, its holding companies and/or any subsidiaries of such holding companies endeavour to ensure the accuracy and reliability of the information provided but do not guarantee its accuracy or reliability and accept no liability for any loss or damage arising from any inaccuracies or omissions.
 - (v)** The NASDAQ OMX Group, Inc., its holding companies and/or any subsidiaries of such holding companies endeavour to ensure the accuracy and reliability of the information provided but do not guarantee its accuracy or reliability and accept no liability for any loss or damage arising from any inaccuracies or omissions.

- (vi) New York Stock Exchange, its holding companies and/or any subsidiaries of such holding companies endeavour to ensure the accuracy and reliability of the information provided but do not guarantee its accuracy or reliability and accept no liability for any loss or damage arising from any inaccuracies or omissions.
- (vii) OTC Markets Group, its holding companies and/or any subsidiaries of such holding companies endeavour to ensure the accuracy and reliability of the information provided but do not guarantee its accuracy or reliability and accept no liability for any loss or damage arising from any inaccuracies or omissions.
- (viii) Options Price Reporting Authority, LLC., its holding companies and/or any subsidiaries of such holding companies endeavour to ensure the accuracy and reliability of the information provided but do not guarantee its accuracy or reliability and accept no liability for any loss or damage arising from any inaccuracies or omissions.

7. THIRD PARTY CONTENT

- 7.1 The Longbridge Platform contains content furnished by third parties (each, a **“Third-Party Provider”** and collectively, the **“Third-Party Providers”**). Such content (**“Third Party Content”**) includes, without limitation, any information, content, service or software made available by or through external links to social media websites, blogs, wikis, online conferences, telecasts and podcasts. Third Party Content may be available through framed areas or through hyperlinks to the Third-Party Providers’ websites.
- 7.2 By accessing any Third-Party Content, you are directing us to access, route and transmit the Third-Party Content to you. We do not prepare, edit, or endorse Third-Party Content. Any hyperlinks to Third-Party Content are provided for your convenience only. By providing hyperlinks to Third-Party Content, we shall not be deemed to endorse, recommend, approve, guarantee or introduce any third party or the services or products it provides on the external website, or have any form of cooperation with such third party and the external website. As such, the availability of any Third-Party Content through the Longbridge Platform does not imply our endorsement of, or our affiliation with, any provider of such Third-Party Content, nor does such availability create any legal relationship between you and any such provider. We do not guarantee the accuracy, timeliness, completeness or usefulness of Third-Party Content, and is not responsible or liable for any content, advertising, products, or other materials on or available from third party sites.
- 7.3 Neither we nor any our Affiliates are responsible for the contents available on or other websites links at the Longbridge Platform. We do not control or guarantee, and are not responsible for any Third-Party Content, including the accuracy, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third-Party Content, or any intellectual property rights therein. Certain Third-Party Content may, among other things, be inaccurate or deceptive. You shall, at your own discretion, determine the suitability, validity, accuracy, completeness and non-infringement before downloading any software or data from third-party websites. We are not liable for any loss or damage suffered as a result of any access to or interaction with any third-party website via this Longbridge Platform.

7.4 The Platform Services and/ or Third-Party Content posted or provided on the Longbridge Platform is published as of its stated date or, if no date is stated, the date of first posting. Neither we, nor the Third-Party Providers have undertaken any duty to update any such information.

7.5 **YOUR USE OF THIRD-PARTY CONTENT IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS AND POLICIES APPLICABLE TO SUCH THIRD-PARTY CONTENT (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF ANY THIRD-PARTY PROVIDERS).**

7.6 Nothing in these Terms and Conditions will be considered a representation or warranty by us with respect to any Third-Party Content. Because neither Longbridge Singapore or the Third-Party Providers have any control over the Third-Party Content, you acknowledge and agree that neither Longbridge Singapore nor the Third-Party Providers are responsible for the availability or content of such external sites or resources therein.

8. PROFILES AND FORUMS

8.1 Registered Users may make available certain materials (each a “**App User Submission**”) through or in connection with the use of the Longbridge Platform, including on blogs or profile pages or on the Longbridge Platform’s interactive services, such as podcasts, message boards and other forums, chatting, commenting and other messaging functionality (referred to as “**Forums**”). All communications or other App User Submissions made on or through the Forums are public. Longbridge Singapore and its Affiliates have no control over and is not responsible for any use or misuse (including any distribution) by any third party of App User Submissions. **IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE LONGBRIDGE PLATFORM, YOU DO SO AT YOUR OWN RISK.**

9. APP USER SUBMISSIONS

9.1 For purposes of clarity, you retain ownership of your App User Submissions. For each App User Submission, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) licence, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use or analyse such App User Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

9.2 In addition, if you provide to us any ideas, proposals, suggestions or other materials (“**Feedback**”), whether related to the Longbridge Platform or otherwise, such Feedback will be considered an App User Submission, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such

9.3 Feedback is gratuitous, unsolicited and without restriction, and does not place Longbridge Singapore under any fiduciary or other obligation. You represent and warrant that you have all rights necessary to grant the licences granted in this section, and that your App User Submissions, and your provision thereof through and in connection with the Longbridge Platform, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party.

9.4 This **Clause 9** will survive the termination of this Agreement.

10. MONITORING

10.1 We may (but have no obligation to) monitor, evaluate, alter or remove any **App User Submission** before or after it appears on the Longbridge Platform, or analyse your use of the Longbridge Platform. Subject to our Privacy Policy, we may disclose information regarding your use of the Platform, and the circumstances surrounding such use, for reasons or purposes in accordance with our Privacy Policy.

11. USE OF OUR PLATFORM

11.1 We have not solicited your use of this Longbridge Platform, or any request for information you have made as a result of you using this Longbridge Platform and any content available through this Longbridge Platform to you shall not be regarded as investment, financial, tax or professional advice. You should consult your own professional adviser before making any investment or financial decision or purchasing any investment product or subscribing to any service.

11.2 You are solely responsible for evaluating the merits and risks associated with the use of any content available through the Platform before making any decisions based on such content.

11.3 In addition, please note that certain content available through the Longbridge Platform may be Third Party Content subject to the provisions of **Section 7** above. We may work with different companies at any time and provide different content such as news, e-news, journals and articles on this Longbridge Platform. The content provider will be shown at the time of the publication on this Longbridge Platform. You should determine the accuracy of such content and if it is relevant for yourself.

11.4 **Rules of Conduct in using our Platform**

You may use our Platform only for lawful purposes. You may not use our Platform:

- (a) in any way that breaches any applicable law, regulation or code of practice;
- (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (c) for the purpose of harming or attempting to harm minors in any way;
- (d) to send, knowingly receive, upload, download, use or re-use any material which:
 - (i) is defamatory, obscene, hateful, discriminatory or inflammatory;
 - (ii) promotes violence, discrimination or illegal activity; or
 - (iii) infringes any Intellectual Property Rights (as defined above in **Section 4**), right of confidentiality or right to privacy;
- (e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- (f) to generate and/or cause congestion to our network traffic in excess of reasonable and normal usage;
- (g) to cause any disruption, interference, interruption or degradation in our network and/or our Platform;
or
- (h) to knowingly transmit any data, send or upload any material that contains any viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other technologically harmful programs, data or code.

11.5 You also agree:

- (a) not to reproduce, duplicate, copy or re-sell the entire or any part of our Platform in contravention of these Terms and Conditions; and
- (b) not to access without authority, interfere with, damage or disrupt:
 - (i) any part of our Platform;
 - (ii) any equipment or network on which our Platform is stored;
 - (iii) any software used in the provision of our Platform; or
 - (iv) any equipment, network or software owned or used by any third party in connection with your use of our Platform.

11.6 From time to time, we may without penalty or liability, restrict access to some parts of our Longbridge Platform, or our entire Platform, to any Registered User, at our sole and absolute discretion and without providing any reasons.

12. SERVICE FEES

12.1 When you use specific services of the Longbridge Platform, we shall have the right to charge certain service fees from you and you agree to pay such service fees. We shall have the right to determine the payment methods and service fees chargeable as well as make changes thereof any time as needed. All such information is displayed and available on the Longbridge Platform.

12.2 At the time when you are required to pay service fees, we will clearly indicate the chargeable items on the Platform and display the charging standard and payment methods on the webpage. You shall read such content carefully before you confirm the charged Platform Services.

13. EXCLUSION OF LIABILITY AND INDEMNITY

13.1 The Platform Services are provided on an “as is” and “as available” basis. To the fullest extent permitted under applicable law, Longbridge Singapore and its Affiliates and Third-Party Providers expressly disclaim all warranties of any kind with respect to the Platform Services, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Longbridge Singapore and its Affiliates nor Third-Party Providers guarantee the accuracy, timeliness, completeness or usefulness of any Platform Services. You agree to use the Platform Services at your own risk and not to hold us liable for any possible claim for damages arising from any decision you make based on the content available through the Platform or any Third-Party Content.

13.2 The content on the Longbridge Platform is not intended to provide financial, legal, tax or investment advice or recommendations, unless specifically identified as an individualized recommendation in writing. You are solely responsible for determining whether any self-directed investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. Past performance data should not be construed as indicative of future results. You should consult your legal or tax professional regarding your specific situation.

13.3 We and/or the Third-Party Providers may discontinue or modify the Platform Services, or any portion thereof, at any time. You release and agree to indemnify and hold harmless Longbridge Singapore and its Affiliates,

and the Third-Party Providers, for any loss or damages arising from or relating to such discontinuation or modification.

13.4 Indemnity

You agree to indemnify and hold Longbridge Singapore and Longbridge Group, its employees, agents, officers, directors, agents, contractors, suppliers and other representatives harmless from and against all liabilities, damages, claims, actions, costs and expenses, including reasonable attorneys' fees incurred in connection with or arising from:

- a. breach or non-observance of any of the terms and conditions herein by yourself or any other person or entity where such person or entity was able to access and/or use the Longbridge Platform by using your account and/or password; or
- b. access to and/or use of the Longbridge Platform by yourself or any other person or entity's access to and/or use of the Longbridge Platform where such person or entity was able to access the Longbridge Platform using your account and/or password.
- c. Both Longbridge Singapore and you agree that no action, regardless of form, arising out of or in connection with the Longbridge Platform or this Agreement may be brought by you against us more than one (1) year after the cause of action has accrued.
- d. This **Clause 13** will survive termination of this Agreement.

14. TERMINATION

- 14.1** This Agreement will terminate immediately without notice from Longbridge Singapore if you, in our sole discretion, fails to comply with any of these Terms and Conditions in this Agreement. Longbridge Singapore shall not be liable to you or any third party for the termination or suspension of this Agreement or your use of the Longbridge Platform or any claims related to such termination or suspension.
- 14.2** Immediately upon any such termination, your right to use the Longbridge Platform will end, and we shall deactivate or delete your Username, password and account, and all associated materials, without any obligation to provide further access to those materials.

15. SEVERABILITY

- 15.1** In the event that any of these provisions are found to be or become unlawful, invalid or otherwise unenforceable, that provision is to be deemed severed from these Terms and Conditions and shall not affect the legality, validity and enforceability of the remaining provisions of these Terms and Conditions. These Terms and Conditions shall continue in force as if such unlawful, invalid or unenforceable provision was severed from these Terms and Conditions.

16. NO WAIVER

16.1 Any failure or delay by yourself or us in exercising or enforcing any right or remedy contained in these Terms and Conditions does not constitute a waiver by the party responsible for such delay or failure. It shall also not constitute a bar to the exercise or enforcement at any subsequent time or times.

17. GOVERNING LAW AND JURISDICTION

17.1 The terms and conditions herein shall be governed by the laws of the Singapore and you agree to submit to the non-exclusive jurisdiction of the Singapore courts. This Clause 17 will survive the termination of this Agreement.

18. OTHERS

18.1 These Terms and Conditions do not create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Longbridge Singapore.

18.2 Any headings in these Terms and Conditions are for convenience only.

18.3 In the event there is any discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

SCHEDULE A: TERMS AND CONDITIONS OF MARKET DATA SERVICES

The market data information (the “Market Data”) is provided by the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the Hong Kong Stock Exchange, Singapore Exchange Securities Trading Limited, the New York Stock Exchange, the NASDAQ OMX Group, Inc., Options Price Reporting Authority, LLC, OTC Markets Group, and other relevant third parties with which the Platform co-operates or links with from time to time (collectively, the “Exchanges”) as stipulated in this **Schedule A**.

The specific content of the Market Data of the relevant Exchanges that we present to you is dependent on our (and our affiliates') cooperation with qualified or licensed data service providers (including but not limited to Exchanges) (the “Data Service Providers”). You shall strictly comply with the Terms and Conditions of Market Data Service set forth in this **Schedule A** and shall not distribute, display, or make available in any form any relevant Market Data without the separate authorization of us and the Data Service Providers. You acknowledge and agree that, in order to use the Market Data services described below, you shall strictly comply with the following provisions:

1. PROVISION OF MARKET DATA

- 1.1 The Market Data provided herein is for the exclusive use of you for your personal use, within the scope of the activities authorized hereunder and not for any illegal purpose. You shall take all reasonable measures in order to avoid Market Data that it receives being used for unauthorized or illegal purposes or being hacked.
- 1.2 You acknowledge and confirm that all Market Data is provided by our cooperative Data Service Providers and does not reflect our (including our Affiliates') opinions or the products served on our Platform. Our products relating to the Market Data are only for display purposes, and shall not be deemed as any recommendations for you to purchase or sell any security products in your Platform Account or in any other relevant account.
- 1.3 You acknowledge and confirm that the Market Data is provided by third-party Data Service Providers and that we, our Affiliates, and third-party Data Service Providers do not guarantee its accuracy or reliability. We and our affiliates shall not be liable for any loss or damage incurred by you due to any delay, error, or omission of any Market Data.
- 1.4 You acknowledge and confirm that we are providing you with the service of displaying Market Data but do not guarantee its accuracy, completeness, timeliness, or fitness for purpose. Any Market Data provided by us does not constitute any investment advice. You view or act in reliance on such Market Data at your own risk and for any consequences. Neither we nor our affiliates shall bear any legal responsibility. You further acknowledge and confirm that all securities investments are subject to risk and that past performance of securities or any other financial products are no guarantee of future returns. Diversification of an investment portfolio may help to distribute risk but will not guarantee returns or prevent losses. You should fully understand relevant financial products before engaging in any investment activity, clearly understand its potential risks, and make rational decisions based on your own risk tolerance or the recommendations made by your professional advisors.

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- 1.5** You understand and acknowledge that we and our applicable Affiliate are not liable for the consequences where any Market Data is delayed, suspended, or interrupted, or you suffer the loss of information or data on the Platform due to the malfunction of your own network or equipment, or caused by the Exchanges or third-party Data Service Provider.
 - 1.6** You acknowledge and confirm that we and our applicable Affiliate shall not bear any legal liability for the relevant service interruption or loss of users caused by force majeure.
 - 1.7** You understand and acknowledge that we and our applicable Affiliate will use reasonable efforts to give prior notice to you in the event of service suspension due to the regular system maintenance or upgrade; however, you further agree that if we determine it impractical to send notification in advance, we reserve the right to suspend or terminate the Platform Services without giving any previous notifications; we and our applicable Affiliate will not bear any legal liability for any losses caused by the suspension or termination of the service.
 - 1.8** The Market Data provided under this Schedule A shall only be used by you within the scope of authorization expressly set forth hereunder and shall not be used for any other purpose; in the meantime, you shall take all reasonable measures to prevent the received Market Data from being used for other unauthorized or illegal purpose or being hacked.
 - 1.9** You acknowledge and confirm that, for the purpose of using the services under this Schedule A, you 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 us from time to time. If you disagree with such terms or conditions you shall immediately notify us, and your continued use of the Platform Services hereunder shall be deemed as your consent to the corresponding additions or amendments.
 - 1.10** You acknowledge and confirm that the Market Data and all the rights related thereto shall be owned by the Exchanges.
 - 1.11** You acknowledge and confirm that any unauthorized use of the Market Data shall be at your own risk, including but not limited to indemnifying us (including our Affiliates) or the Exchanges for any losses.
 - 1.12** You acknowledge that since the Market Data relates to financial information, the Exchanges, Market Data Providers and/or your broker-dealer reserve(s) the right to modify the structure of the Market Data provided in the event that they are required to do so by legislation or that any regulations governing them are amended.
 - 1.13** You acknowledge and confirm that we and our applicable Affiliate shall unconditionally accept requests from the Exchanges or the Data Service Providers from time to time or adjust or suspend the provision of the relevant Market Data for any reason of the Exchanges or the Data Service Providers. And we and our applicable Affiliate are not liable for the said adjustment, interruption or termination as requested by the Exchange or the Data Service Providers.
 - 1.14** You acknowledge and confirm that if you use the specific Market Data services provided by us, we may charge you a certain service fee, subject to your then-current webpage notices and requests. If

you do not agree to the relevant service rates displayed by us then, please do not proceed with the operation and use of such paid services.

- 1.15 You acknowledge that we are under an absolute obligation to modify or stop providing the Market Data on first demand from the Market Data Providers to do so, and for whatever reason. Should this happen, Longbridge Singapore, its Affiliates and the Longbridge Group shall in no case be held liable for the consequences of this modification, interruption or termination in the provision of Market Data.
- 1.16 Neither Longbridge Singapore, its Affiliates and the Longbridge Group nor any Market Data Provider shall be directly or indirectly liable for any damage whatsoever resulting directly or indirectly from the content, reliability, integrity, comprehensiveness, accuracy or quality of the Market Data. The Longbridge Group shall not be directly or indirectly liable for any damages whatsoever, including consequential loss, special, indirect or punitive damages, resulting from or arising out of an interruption or of the transmission of the Market Data.

2. TERMINATION

- 2.1 This **Schedule A** shall take effect on the date when you click agree and accept it together with the Terms and Conditions of the Agreement. We reserve the right to suspend, interrupt or terminate the provision of services to you for business adjustments or risk control purposes.
- 2.2 This Schedule A shall automatically terminate and forthwith become null and void upon termination and/or closure of your User Account on the Platform.
- 2.3 If you fail to comply with the relevant provisions regarding Market Data hereunder, we may automatically terminate and discontinue the provision of Market Data at any time without any legal liability and/or any compensation to you.

3. THE EXCHANGES' DISCLAIMERS

- 3.1 As of the signing of this **Schedule A**, for all Data Service Providers and Exchanges, which we (including our Affiliates) co-operate with, in addition to complying with the provisions hereunder, you shall also review and agree to any other requirements, terms, and/or conditions imposed by the relevant Data Service Providers or Exchanges relating to the relevant Market Data.
- 3.2 Please read the link below and confirm by yourself at the relevant Exchange's official website for details. By using the services provided hereunder, you shall be deemed to have agreed to the terms and conditions of the relevant Exchanges. If you do not agree to any of the Exchange's terms and conditions, you shall immediately terminate your use of the Market Data services provided by us to you and immediately notify us of such termination. We (including our Affiliates) shall not be liable for any issues arising from any delay or non-notification by you of such termination.

3.2 The Market Data Providers' Disclaimers

In relation to the Market Data supplied to you, you acknowledge and agree that:

1. SHANGHAI STOCK EXCHANGE, ITS HOLDING COMPANIES AND/OR ANY SUBSIDIARIES OF SUCH HOLDING COMPANIES ENDEAVOUR TO ENSURE THE ACCURACY AND RELIABILITY OF THE

INFORMATION PROVIDED BUT DO NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.

Please see the official website: <https://www.sseinfo.com/services/assortment/market/>

2. SHENZHEN STOCK EXCHANGE, ITS HOLDING COMPANIES AND/OR ANY SUBSIDIARIES OF SUCH HOLDING COMPANIES ENDEAVOUR TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DO NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.

Please see the official website here: <http://www.szse.cn/cpfw/fwsq/hq/jb.htm>

3. HONG KONG STOCK EXCHANGE, ITS HOLDING COMPANIES AND/OR ANY SUBSIDIARIES OF SUCH HOLDING COMPANIES ENDEAVOUR TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DO NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.

Please see the official website here: https://www.hkex.com.hk/Services/Market-Data-Services/Real-Time-Data-Services/Overview?id=?Sc_lang=zh-HK

4. SINGAPORE EXCHANGE SECURITIES TRADING LIMITED, ITS HOLDING COMPANIES AND/OR ANY SUBSIDIARIES OF SUCH HOLDING COMPANIES ENDEAVOUR TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DO NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.

Please see the official website here: <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%2BBSGX%2BWebsite%2Band%2BBSGX%2BMobile%2BApp.pdf>

5. THE NASDAQ OMX GROUP, INC., ITS HOLDING COMPANIES AND/OR ANY SUBSIDIARIES OF SUCH HOLDING COMPANIES ENDEAVOUR TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DO NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.

Please see the official website here: <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

6. NEW YORK STOCK EXCHANGE, ITS HOLDING COMPANIES AND/OR ANY SUBSIDIARIES OF SUCH HOLDING COMPANIES ENDEAVOUR TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DO NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.

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_Usage_Addendum_and_Non-Professional_Subscriber_Electronic.pdf

7. OTC MARKETS GROUP, ITS HOLDING COMPANIES AND/OR ANY SUBSIDIARIES OF SUCH HOLDING COMPANIES ENDEAVOUR TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DO NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.

Please see the official website here: <https://www.otcmarkets.com/market-data/overview>

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

8. OPTIONS PRICE REPORTING AUTHORITY, LLC, ITS HOLDING COMPANIES AND/OR ANY SUBSIDIARIES OF SUCH HOLDING COMPANIES ENDEAVOUR TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DO NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.

Please see the official website here: <https://www.opraplan.com/>

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