

AGREEMENT NUMBER: _____

AGREEMENT

THIS AGREEMENT is made on the _____ day of _____, _____

BETWEEN
INFOCAST LIMITED ("Infocast") of
Unit 1605, 16/F, One Harbourfront, 18 Tak Fung Street, Hung Hom
AND

(Name) _____ (the Subscriber) of

(Address)

Under and according to the Agreement made on 19 November 2003 (Date) between Infocast and Chong Hing Securities Limited (Broker Name), Infocast agrees to provide to the Subscriber the services listed on the Schedule of Services and Equipment of this Agreement, and Subscriber subscribes to such services in accordance with this Agreement. Both parties consent to observe the Terms and Conditions of this Agreement.

SCHEDULE OF SERVICES

Name of Service : _____

Effective Date : _____

TERMS AND CONDITIONS

1. SERVICES
 - 1.1 Infocast grants Subscriber a license to use the services (the "Services") which consists of software and data for the receipt of the Services. The details of the Services are listed out in the Schedule of Services (the "Schedule") of this Agreement.
 - 1.2 Infocast shall authorize for each Subscriber one Login ID and Password for access by Subscriber to the Service.
2. TERM
 - 2.1 This Agreement shall be effective from the first day on which the Services is available to Subscriber and shall continue until the termination of the Agreement.
 - 2.2 The Subscriber may terminate this Agreement at any time on the giving of one month's prior written notice to Infocast. The Termination Date will be one month after the receipt of the termination notice.
 - 2.3 Upon the effective date of termination of this Agreement (i) all licenses and other rights and privileges granted to the Subscriber under the terms of this Agreement shall forthwith cease; and (ii) the Subscriber will not be entitled to a refund of any Fees which have been paid in advance on the termination of this Agreement.
3. CHARGES
 - 3.1 Upon request by Chong Hing Securities Limited (Broker Name), Infocast may collect from Subscriber all royalties and fees imposed by exchanges and other data contributors, which supplies the data to Subscriber. Subscriber understands that the fees charged by exchanges and data contributors may change from time to time and agrees to pay the effective amount within the period of the Term.
 - 3.2 If no payment is received from Subscriber within 30 days of the invoice date, Infocast reserves the right to terminate the Services. A finance charge of 2 % on the payable amount will be imposed upon the discretion of Infocast.
4. TITLE AND PROPERTY RIGHT
 - 4.1 Subscriber acknowledges that the title to, copyright and all other intellectual property rights in the Services, including any software provided and any improvements or modifications, are and shall remain vested in Infocast and any reproduction, re-transmission or modification of these property shall constitute a breach of this Agreement.
5. RESTRICTION ON USE

- 5.1 The Services provided by Infocast are solely and exclusively for the use of Subscriber only and shall not be re-distributed to any third party without the prior written approval of Infocast. In addition, Subscriber shall not use the Services for any illegal purpose or in any manner inconsistent with the provisions of this Agreement.
- 5.2 Subscriber shall not access the Services through any medium or equipment which has not been authorised by Infocast in writing. Moreover, Subscriber shall not attempt to modify or interfere with the Services without the prior written consent of Infocast.
- 5.3 The analysis and presentation included in the Services may not be recirculated, redistributed or published by Subscriber except for internal use without the prior written consent of Infocast.
6. BREACH AND INDEMNITY
- 6.1 Violation of any terms and conditions contained in this Agreement constitutes a breach of this Agreement, Infocast upon its discretion, may temporary or permanently suspend the services supplied to Subscriber.
- 6.2 Subscriber shall indemnify Infocast against any loss, damage, cost, claim or expense caused by the breach of this Agreement.
7. LIMITATION OF LIABILITY
- Infocast and all the data contributors do not warrant the correctness or completeness of any program, data and other information in connection with the Services. Infocast will not represent, responsible or warrant that the Services will be timely, uninterrupted or error free. Moreover, Infocast shall not be held liable for any damages, injury or economic losses claimed by Subscriber or other parties including but not limited to incident caused by the negligence of itself, its employees, subcontractors, agents, equipment vendors or otherwise, arising out of the use of the Services or the use or presence of the Equipment in Subscriber's premises. To the extent permitted by law, it is agreed that the liability of Infocast for any damages, regardless of the form of the action, shall not exceed the fees payable by Subscriber for a period of three months, and that this shall be Subscriber's exclusive remedy.
8. Disclaimer notice from HKEx
- HKEx endeavours to ensure the accuracy and reliability of the information provided but does not guarantee its accuracy or reliability and accepts no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.
9. ASSIGNMENT
- This Agreement may be assigned by Infocast to any of its associate companies or to a successor in continuance of the same service but may not be assigned by Subscriber without the prior written consent of Infocast.
10. COMPLETE AGREEMENT
- This Agreement, together with the Schedule(s) of Services form a complete agreement between Infocast and Subscriber and supersedes all other oral and written communication between the two parties regarding the terms and conditions of this Agreement. No changes, waiver or modifications regarding this Agreement shall be binding unless in writing and signed by both parties.
11. GOVERNING LAW
- This Agreement shall be construed and governed in accordance with the laws of Hong Kong. Infocast and Subscriber, their successors and assigns, shall be consent to the jurisdiction of the courts of Hong Kong with respect to any legal proceedings that may result from a dispute as to the interpretation or breach of any of the terms and conditions of this Agreement.
12. Language
- This Agreement is written in both English and Chinese language. In the event of conflict, the English version shall prevail.

Acknowledge accepted and agreed by :

X

Signature

Name