

U.S. STOCK STREAMING QUOTES AGREEMENT

This Agreement is made on _____ between:

- (A) BOCI Securities Limited (the “Company”); and
- (B) _____ (*insert name of the customer*) of
_____ (*insert
address of the customer*) (the “Customer”) with BOCI Securities account
number: _____

NOW IT IS AGREED as follows:

1. DEFINITIONS

1.1. In this Agreement, the following expression shall, unless the context otherwise requires, have the following meanings:

“Agreement” means this agreement as may from time to time be amended or supplemented;

“Commencement Date” means the date of this Agreement;

“Company’s Website” means the web site at www.bocionline.com or other websites as notified to the Customer by the Company from time to time;

“Content” means without limitation any content, software, data, information, messages and all textual, audio, video, still image, graphical and other contents or materials that can be accessed by or through the Services;

“Fee” means the fee of HK\$120 per calendar month (or such other amount specified by the Company from time to time) payable in advance by the Customer to the Company for use of the Services; The current License Fee is HK\$120;

“Services” means electronically dissemination and display of real-time quote information for NASDAQ, AMEX and NYSE on the Company’s Website;

“Sources” means the various stock exchanges, commodity exchanges and other sources from which the information is obtained and/or derived; and

“eSignal” means eSignal, a Division of Interactive Data Corporation, from which the Company obtains the products and services and to make use of the data, information and software contained therein for the provision of Services.

1.2 In this Agreement, unless otherwise specified:-

- (a) headings to clauses are for convenience only and do not affect their interpretation or construction;
- (b) words denoting the singular number include the plural and vice versa and words importing one gender shall include every gender; and
- (c) reference to any law includes a reference to it as amended, extended or reenacted from time to time.

2. SERVICES

2.1 The Company grants to the Customer a non-exclusive, limited and nontransferable license to access the Services subject to the terms and conditions of this Agreement. Such license shall not permit local area network or wide area network distribution of the Content and the Services is solely for the Customer's individual personal non-commercial use.

2.2 The furnishing to the Customer of the Services is conditional upon strict compliance with the provisions of this Agreement, the applicable policies of the Sources, and with all applicable laws and regulations that may pertain to the use of the Services.

2.3 The Company reserves the right at all times to immediately suspend the Customer's access to the Services without prior notice, where the Company is of the opinion that the Customer has breached any of the terms contained in this Agreement or that such action is appropriate, desirable or necessary in the reasonable opinion of the Company.

3. PASSWORD/ USER ID

3.1 The Customer will be provided with a user ID and a password which will be used for access of the Services.

3.2 The Customer shall not disclose his user ID and the password to any other persons, firms or entities for use of the Services.

4 CUSTOMER'S AGREEMENT

4.1 The Customer acknowledges and agrees that:

- (a) The use of the Content available through the Services is at the Customer's sole risk. The Company does not warrant that the Services will be uninterrupted or error free, nor does the Company make any warranty as to the results that may be obtained from the use of the Services, or as to

the timeliness, sequence, accuracy, completeness or reliability of the Content.

(b) The Content available through the Services is provided on an “as is”, “as available” basis, without warranties of any kind, either express or implied, including those of merchantability and fitness for a particular purpose.

(c) Neither the Sources, the Company, eSignal, their affiliates nor any third-party licensor shall have any liability for the accuracy or completeness of the information or software furnished through the Services, or for delays, interruptions or omissions therein due to whatever causes (including but without limitation to any negligent act or omission by the Company or to any “force majeure” causes such as flood, extraordinary weather condition, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, power failure, equipment, software or communications line failure or malfunction) nor for any loss of profits, indirect, special or consequential damages;

(d) Either the Company, eSignal, their affiliates or third-party licensors have exclusive proprietary rights in any information and software received;

(e) The Customer shall not use or permit anyone to use the information or software provided through the Services for any unlawful or unauthorized purposes;

(f) The Customer is not authorized or permitted to furnish such information or software to any person or firm or entity for reuse or retransmission without prior written approval of the sources of such information or software;

(g) The Customer shall not alter, modify, revise or adapt the Content or any part of the Services for the purpose of creating any derivative works from the Services or any portion thereof;

(h) Where applicable, the Customer shall make application to and receive written approval for receipt of the Services from each and every Source prior to commencing receipt of the Services and agrees to comply with any conditions, restrictions or limitations imposed by any of the Sources, including paying all such fees or charges as such Sources may impose either directly or through eSignal or the Company;

(i) Access to the Services is subject to termination in the event that any agreement between the Company and a provider of information or software is terminated in accordance with its terms and that the Sources may have the right to terminate provision of the Services to the Customer with or without notice; and that neither any such Sources, eSignal nor the

Company shall have any liability in connection therewith; and

(j) The Customer may encounter firewall or other technical problems when using the Services and it is his own responsibility to conduct any necessary tests or apply any solutions to solve the problems and the Company has no responsibility to provide any solutions for solving such problems. The Customer agrees that the Fee will not be refunded to the Customer if there are firewall or other technical problems that the Customer may encounter.

5. FEES AND PAYMENTS

5.1 The Customer shall pay the Fee to the Company (i) upon signing of this Agreement and (ii) on the 1st day (or such other day as specified by the Company) of each calendar month. For the avoidance of doubt, full amount of the Fee shall be paid upon signing of this Agreement and the Fee will not be calculated on a pro-rata basis.

5.2 The Customer hereby authorizes the Company to debit the Fee, directly from the Customer's securities trading account with the Company. If there are insufficient funds in the Customer's securities trading account, the Company may suspend the Services to the Customer.

5.3 The Company may, in its sole discretion and at any time, change the amount of the Fee or introduce new fees. Such changes shall be notified to the Customer by posting them on the Company's Website and which shall take effect 7 days after any such posting is made. The continue use of the Services by the Customer after the scheduled effective date of the change shall represent that the Customer agrees to the change.

5.4 The Fee paid to the Company are non-refundable.

6 PROPERTY OF THE COMPANY

6.1 The Customer hereby acknowledges that the Services and the Content are proprietary to and/or the copyright of the Company or the eSignal and shall be used solely by the Customer, and the Content shall not be copied, manipulated, republished or redistributed to third parties in any form by any means without the prior written consent of the Company.

6.2 This Agreement shall not transfer to the Customer any right to, or interest in the Content or in any related copyright, trademark or proprietary rights of eSignal or the Company.

7. ASSIGNMENT

7.1 The Customer shall not assign, transfer or sub-license all or any part of his rights or obligations under this Agreement.

8. TERM AND TERMINATION

8.1 This Agreement shall commence as of the date set forth above and shall continue until the termination of the Agreement.

8.2 The Customer may terminate this Agreement at any time by providing prior notice of three business days (excluding Saturdays, Sundays and public holidays) before the next Fee is due to the Company. If the termination notice comes after a monthly Fee payment is made, the effective termination date is next month or until the next Fee is due. There will be no refund once a monthly Fee is paid.

8.3 The Company may terminate this Agreement at any time by providing notice to the Customer if the Customer is found to have in breach of any term of this Agreement or if the Customer's use of or actions in connection with the Services are inappropriate, in the reasonable opinion of the Company.

8.4 Upon the effective date of termination of this Agreement, all licenses and other rights and privileges granted to the Customer under the terms of this Agreement shall cease, and the Customer will not be entitled to a refund of any Fee which have been paid in advance on the termination of this Agreement.

9. AMENDMENTS

9.1 At its discretion, the Company may amend any of the terms and conditions of this Agreement from time to time. The amendments shall be notified to the Customer by posting them on the Company's Website and which shall take effect 7 days after any such posting is made. The continue use of the Services by the Customer after the scheduled effective date of such change shall represent that the Customer agrees to the change.

9.2 The Company may, at its absolute discretion and at any time, add, amend or remove, without prior notice to you, alter the presentation, substance, and functionality of any Content.

10. INDEMNITY

The Customer shall indemnify the Company on demand against any and all losses, damages, costs, charges and expenses of any nature (including legal costs on a full indemnity basis) incurred by the Company in connection with his use of the Services and the Content or part thereof.

11. GOVERNING LAWS

This Agreement and its enforcement shall be governed by the laws of Hong Kong. Each of the parties to this Agreement submits to the non-exclusive jurisdiction of the Hong Kong courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

The Company

Signed by _____

(For and on behalf of the Company)

The Customer

Signed by _____

Account name: _____

Account number: _____

(For and on behalf of the Customer)

Signed Agreement should be sent to:

Operations Department

18/ F, Low Block, Grand Millennium Plaza,
181 Queen's Road Central,
Hong Kong

Fax number: (852) 2185-6060

Appendix:

Date: _____

BOCI Securities Limited
18/F, Low Block, Grand Millennium Plaza,
181 Queen's Road Central,
Hong Kong

Attention: Operations Department
Fax Number: (852) 2185 – 6060

Notice of Acknowledgement and Consent

Dear Sir,

Account name: _____

Account number: _____

I / We understand that the reporting requirements imposed by relevant Exchanges, as a **non-professional** user, I / We hereby authorized BOCI Securities Limited to submit the following personal information to relevant Exchanges on behalf of myself in order to comply with the reporting requirements in using the new Market Center Streaming Quote services.

- | | |
|---------------|---|
| 1. First name | 3. Email address and contact phone number |
| 2. Last name | 4. Physical street address |

Please keep my personal information on record with the strictest confidence and only for the purpose of reporting requirements. Thanks.

Authorized signature