

Terms

31 August 2015 (date of Notice of SGX Sixteenth AGM)

Terms of Electronic Service

The use of the Electronic Service is subject to the following terms and conditions:

1. **Electronic Service.** The Electronic Service will be provided, when available, by Singapore Exchange Limited ("**SGX**") or by service providers (including Broadridge Investor Communication Solutions, Inc. and/or Broadridge Financial Solutions, Inc. (collectively "**Broadridge**")) on behalf of SGX. In these Terms of Electronic Service: "**Electronic Service**" means the service provided by SGX to its shareholders to receive notices of meetings, annual reports (including the accounts, balance-sheet and reports of the directors and auditors), proxy forms and other materials electronically and to enable the online appointment of a proxy to represent such shareholder at shareholders meetings of SGX and where the context permits, "Electronic Service" includes the SGX Website (defined in paragraph 4.a) and the SGX Materials (defined in paragraph 11), "**you**" and "**your**" means the individual who is a shareholder of SGX who is given access to the Electronic Service. "**we**", "**us**" and "**ours**" means SGX, including its successors and assigns.
2. **Guidelines on use of the Electronic Service.** You agree to comply with all the guidelines pertaining to the use of Electronic Service issued by SGX from time to time. The Electronic Service is restricted to individuals who are shareholders of SGX only.
3. **Electronic transmission of notices of meetings, annual reports, proxy forms and other materials.** You hereby acknowledge and agree with SGX that once the Electronic Service becomes available: (i) we may give, send or serve notices of meetings, annual reports (including the accounts, balance-sheet and reports of the directors and auditors), proxy forms and other materials to your designated e-mail address or via the Electronic Service; and (ii) any records maintained by us and our service providers (including Broadridge) or relating to or in connection with the Electronic Service shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between us and you. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such records merely on the basis that such records are in electronic form or are the output of a computer system, and you hereby waive any of your rights, if any, to so object.
4. **Your instructions**
 - (a) Where available, you may be granted access to and use of password protected areas of the website or portal designated by SGX (including the facilities, features or functions provided therein) ("**SGX Website**") via the use of passwords, log-on identification or other access procedures ("**Security Code**"). You hereby agree to keep the Security Code issued to you confidential. You are to notify us at listings@sgx.com immediately if you have knowledge that or have reason for suspecting that the confidentiality of the Security Code has been compromised or if there has been any unauthorised use of the Security Code.

- (b) You agree and acknowledge that any use of or access to the Electronic Service and any information or data referable to your Security Code shall be deemed to be (i) use or access of the Electronic Service by you; or (ii) information or data transmitted or validly issued by you, or both and you agree to be bound by any access or use (whether such access or use are authorised by you or not) referable to your Security Code, and you agree that SGX shall be entitled (but not obliged) to act upon, rely on or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you.
- (c) When available as part of the Electronic Service, SGX may accept and act on your appointment of a proxy via the online proxy appointment process that SGX makes available through the Electronic Service.
- (d) Unless you receive confirmation of receipt from us, instructions sent through the Electronic Service may not have been received by us and accordingly, may not be carried out or processed, and we are not liable for any loss, damage or expense which thereby arises.
5. **Member Information.** You hereby acknowledge and consent that we and our agents or service providers (including Broadridge): (i) may collect, use and disclose your personal data, designated email address and other information you have supplied or which we have obtained in the course of provision of the Electronic Service (such personal data and other information collectively the **"Member Information"**) for the purposes of the provision of facilities, features or functions of the Electronic Service which may be requested by you from time to time, for regulatory, legal and governance purposes, and also to communicate with you in respect of the Electronic Service; (ii) may disclose Member Information to third parties and/or process your Member Information in any country to the extent permitted by law; and (iii) may transfer your Member Information to The Central Depository (Pte) Limited (**"CDP"**). In addition, where you submit, through the Electronic Service, an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at any General Meeting and/or any adjournment thereof, you consent to the collection, use and disclosure of your personal data by us and our agents or service providers for the purpose of the processing, administration and analysis by us and our agents or service providers of proxies and representatives appointed for any General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to such General Meeting (including any adjournment thereof), and in order for us and our agents or service providers to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, together with the purposes listed in (i), the **"Purposes"**). Notwithstanding termination of the Electronic Service, we and our agents or service providers and the CDP may also retain and use Member Information for regulatory, legal and governance purposes and also to communicate with you in respect of the Electronic Service. You warrant that where you disclose the personal data of third party individuals (including your proxy(ies) and/or representative(s)) to us and our agents or service providers, you have obtained the prior consent of such third party individuals for the collection, use and disclosure by us and our agents or service providers of the personal data of such third party individuals for the Purposes, and agree that you will indemnify SGX in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of warranty.
6. **Availability of Electronic Service.** SGX shall be entitled at any time, at its discretion and without prior notice, to temporarily suspend the operations of Electronic Service or part thereof for updating, maintenance and upgrading purposes, or any other purpose whatsoever that SGX deems fit, and in such event, it shall not be liable for any loss, liability or damage which may be incurred as a result.
7. **"As Is" and "As Available" Basis.** The Electronic Service is provided on an *"as is"* and *"as available"* basis. We and our agents or service providers (including Broadridge) do not warrant: (i) the accuracy, adequacy or completeness of the Electronic Service; (ii) that the Electronic Service will be provided uninterrupted or free from errors, or that any identified defect will be corrected, nor that the Electronic Service is free from any computer virus or other malicious, destructive or corrupting code, agent, program or

macros; and (iii) the security of any information transmitted by you or to you through the Electronic Service as transactions over the Internet may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with the Electronic Service.

8. **Revision of the Terms of Electronic Service.** We may by notice through the SGX Website or by such other method of notification as we may designate (which may include notification by way of electronic mail), vary these terms and conditions, such variation to take effect on the date we specify. As such, you are obliged to regularly check the SGX Website for such updates. If you use the SGX Website after such date, you are deemed to have accepted such variation. If you do not accept the variation, you must stop accessing or using the SGX Website and terminate your use of the Electronic Service. Our right to vary these Terms of Electronic Service in the manner aforesaid may be exercised without the consent of any person or entity who is not bound by these Terms of Electronic Service.
9. **E-mail address**
- (a) In the event that the e-mail address that you designate in the Form for Electronic Service is invalid, we will: (i) notify you by post of such invalid email-address; and (ii) send you notices of meetings, annual reports (including the accounts, balance-sheet and reports of the directors and auditors), proxy forms and other materials to you by post until a valid email address is provided to us.
- (b) Please notify us of a change of the email address you have designated in the Form for Electronic Service and we shall send notices of meetings, annual reports (including the accounts, balance-sheet and reports of the directors and auditors), proxy forms and other materials to you at such new email address within 5 business days of such notification.
10. **Requesting for physical copy of materials.** You may request a physical copy of any notices of meetings annual reports (including the accounts, balance-sheet and reports of the directors and auditors), proxy forms and other materials directly from SGX in addition to the electronic version of such materials.
11. **Intellectual Property.** The intellectual property rights in and to the Electronic Service and the information, images, links, sounds, graphics, video, software, applications and other materials displayed or made available therein and the functionalities or services provided therein (collectively the “**SGX Materials**”), are owned, licensed to or controlled by SGX and shall remain at all times the sole and exclusive property of SGX (or the relevant third party where applicable) and you shall have no right or interest in and to the Electronic Service and the SGX Materials, whether by way of license or otherwise, except for the limited right to access and use the Electronic Service and the SGX Materials as specified herein.
12. **Notices.** We may at our option give or make notices, demands or other communications pursuant to this Agreement to a shareholder in writing either through the SGX Website, electronic mail, delivery by hand, pre-paid registered mail, or facsimile to the respective addresses or facsimile numbers of such shareholder. Any notice, demand or other communication sent by either SGX or a shareholder shall be deemed to have been received by the other party: (i) if personally delivered by hand or courier, at the time of delivery; (ii) if sent by post, and is not returned to the sender as undelivered, three days after the date of posting; (iii) in the case of facsimile upon completion of transmission as long as the sender’s facsimile machine creates and the sender retains a transmission report showing successful transmission; (iv) in the case of electronic mail on the date and time of transmission by the mail server operated by the sender and/or its service provider unless the sender receives a non-delivery or “returned mail” reply message or any error message indicating that the email was not successfully sent to the other party’s mailbox or mail server or the

mailbox of the other party's designated service provider within 60 minutes from the transmission of the email from the mail server operated by the sender or its service provider; and (v) in the case of through the SGX Website, on the date and time of posting on the SGX Website, unless otherwise indicated on the SGX Website.

13. **Liability.** We and our agents or service providers (including Broadridge) shall in no event be liable to you or any other person for any loss, damages or expenses whatsoever or howsoever caused and regardless of the form of action (including tort or strict liability) arising directly or indirectly in connection with any access, use or inability to use the Electronic Service, even if we or our agents or service providers may have been advised of, or otherwise might have anticipated, the possibility of the same. We and our agents or service providers shall not at any time be liable for indirect, incidental, special, consequential losses, damages or expenses or punitive damages or economic loss or any claims for loss of profits or loss of use, even if foreseeable, within our contemplation or if we may have been advised of, or otherwise might have anticipated, the possibility of the same.
14. **Force Majeure.** We shall not be liable for any non-performance, error, interruption or delay in the Electronic Service's operation directly or indirectly to an event or failure which is beyond our reasonable control (which includes without limitation acts of God, natural disasters, acts of any government or authority, power failures, and the acts of a party for we are not responsible for).
15. **Sub-contracting and delegation.** SGX reserves the right to delegate or sub-contract the performance of any of its functions in connection with the Electronic Service and reserves the right to use any service providers, subcontractors and/or agents on such terms as SGX deems appropriate.
16. **Termination.** You agree that we may, at its sole and absolute discretion terminate your use of the Electronic Service (or any part thereof) for any reason, including without limitation, if we believe that you have violated or acted inconsistently with any terms or conditions set out herein, or if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing the Electronic Service.
17. **Third Party Rights.** No person or entity who is not a party to these Terms of Electronic Service shall have any right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or other similar laws to enforce any term of these Terms of Electronic Service, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this shall not affect the rights of any permitted assignee or transferee of these Terms of Electronic Service.
18. **Governing law.** The use of the Electronic Service and these Terms of Electronic Service is governed by Singapore law and you hereby submit to the non-exclusive jurisdiction of the Singapore Court.

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