

Terms of Electronic Service

Your access and/or use of the Electronic Service is subject to the following terms and conditions (“**Terms of Electronic Service**”). By accessing or using the Electronic Service, you agree to be bound by these Terms of Electronic Service and any other terms and conditions applicable to you, including without limitation the General Terms of Use available at <https://www.sgx.com/terms-use> or via such other means as we may determine from time to time:

- 1 Electronic Service.** Singapore Exchange Limited (“**SGX**”) (and/or its service providers) may from time to time provide a service to allow its shareholders to receive notices of meetings, annual reports (including without limitation the accounts, balance-sheet, financial statements, and statements and reports of the directors and auditor), proxy forms and other materials electronically and to enable the online appointment of a proxy to represent such shareholder at shareholder meetings of SGX (“**Electronic Service**”). Where context permits, references to the Electronic Service include the website or portal at <https://investorrelations.sgx.com/financial-information/annual-reports>, <https://sgsrs.boardroomlimited.com/UAT/SGX/> or any other website or portal designated by SGX (all such websites or portals are referred to collectively as the “**SGX Website**” and which term refers also to the facilities, features or functions provided therein) and the SGX Materials (defined in paragraph 10). In these Terms of Electronic Service, “**you**” and “**your**” mean the individual who is a shareholder of SGX who is given access to the Electronic Service; and “**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 terms and guidelines pertaining to the use of the Electronic Service prescribed by SGX from time to time. The Electronic Service is restricted to individuals who are shareholders of SGX only.
- 3 Electronic transmissions of notices of meetings, annual reports, proxy forms and other materials.** You hereby acknowledge and agree with SGX that: (i) we may give, send or serve notices of meetings, annual reports (including without limitation the accounts, balance-sheet, financial statements, and statements and reports of the directors and auditor), 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 or relating to or in connection with the Electronic Service shall be binding and conclusive on you for any 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 for any purpose and in any proceedings and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such records, and you hereby waive any of your rights, if any, to so challenge or dispute any of the foregoing.
- 4 Your instructions**
 - (a) Where available, you may be granted access to and/or use of secure areas of the SGX Website (including without limitation the facilities, features or functions provided therein) via the use of passwords, log-on identification and/or other access procedures (“**Security Code**”). You hereby agree to keep the Security Code issued to you or provided by you and accepted by us secure and confidential. We may at any time, at our discretion and without giving any reason or prior notice, invalidate the Security Code and shall not be liable or responsible for any loss, liability or damage which may be incurred as a result. You may also from time to time be required to change your Security Code and you agree to do so when required. You further agree to notify us at +65 6536-5355 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, and comply with such security measures as we may prescribe from time to time at our sole and absolute discretion.
 - (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; (ii) information or data transmitted or validly issued by you; or (iii) both (i) and (ii) above, and you agree to be bound by any access, use, transmission or issuance (whether such access, use, transmission or issuance is 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 and/or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you.
 - (c) You agree and acknowledge that we shall be entitled (but not obliged) in our sole and absolute discretion to: (i) accept and act on any instructions sent to us by you or on your behalf, or referable to your Security Code, without assessing the reasonableness or accuracy of such instructions, the nature of such instructions, the identity (or purported identity) of the user providing the instructions, or the consequences to you; (ii) assume that any such instructions are correct, complete, genuine, and duly authorised by you; (iii) specify additional conditions before accepting or acting on such instructions; (iv) investigate the authenticity of any such instruction; and/or (v) decline to act on any instruction and/or delay acting on any instruction, whether in part or in whole.

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- (d) 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
- (e) 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

- (a) You hereby agree to comply and be bound by our privacy policy, available at <https://www.sgx.com/terms-use> or via such other means as we may determine from time to time ("**Privacy Policy**"). You further acknowledge and consent to the collection, use, and/or disclosure of your designated e-mail address and other data or information you have supplied or which we have obtained in the course of provision of the Electronic Service (collectively, "**Member Information**") by us (or our agents or service providers) for all of the following purposes (collectively, the "**Purposes**"):
 - (i) for the provision of facilities, features or functions of the Electronic Service;
 - (ii) for regulatory, legal and governance purposes;
 - (iii) to communicate with you in respect of the Electronic Service;
 - (iv) 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, the following purposes: (A) for the processing, administration and analysis of proxies and representatives appointed for any General Meeting (including any adjournment thereof); (B) preparation and compilation of the attendance lists, minutes and other documents relating to such General Meeting (including any adjournment thereof); and (C) for compliance with any applicable laws, listing rules, regulations and/or guidelines; and/or
 - (v) the purposes set out in our Privacy Policy.
- (b) You also agree that we (or our agents or service providers): (A) may disclose Member Information to third parties and/or process Member Information in any country to the extent permitted by law; and (B) may transfer Member Information to The Central Depository (Pte) Limited ("**CDP**").
- (c) Notwithstanding termination of the Electronic Service, you agree that we, our agents, service providers, and/or the CDP may retain and use Member Information for regulatory, legal and governance purposes.
- (d) You represent and warrant that:
 - (i) all information (whether relating to Member Information or otherwise) that you provide us or have provided us is complete, accurate, true and correct in all respects; and
 - (ii) where you disclose the personal data or other information of third party individuals (including without limitation your proxy(ies) and/or representative(s)) to us or our agents or service providers, you have obtained the prior consent of such third party individuals for the collection, use and disclosure by us or our agents or service providers of the personal data or other information of such third party individuals for all of the Purposes and/or other purposes for which you made the disclosure or as was notified to you at the relevant time.
- (e) You irrevocably and unconditionally agree that you will indemnify SGX in respect of any penalties, liabilities, claims, demands, losses and damages arising in relation to your breach of the representations and warranties in (d) above.

6 Availability of Electronic Service. SGX shall be entitled at any time, at its sole and absolute discretion and without prior notice, to modify, restrict, withdraw, suspend, and/or discontinue the operations of the Electronic Service or part thereof for any duration, 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. In particular, we and our agents or service providers 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 (whether implied, express, statutory, or otherwise) is given in conjunction with the Electronic Service, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality, fitness for a particular purpose, accuracy,

adequacy, completeness, timeliness, reliability, performance, currency, security, continued availability, or interoperability with any other systems or services (including without limitation any other systems or services provided by SGX).

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 of Electronic Service, and such variation shall take effect on the date we specify. As such, you are obliged to regularly check the SGX Website for such updates. If you access or 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 or unreachable, we may: (i) notify you by post of such invalid or unreachable e-mail address; and (ii) send you notices of meetings, annual reports (including without limitation the accounts, balance-sheet, financial statements, and statements and reports of the directors and auditor), proxy forms and other materials to you by post until a valid e-mail address is provided to us.

(b) Please notify us of a change of the e-mail address you have designated in the Form for Electronic Service and such change (for the purpose of you receiving notices of meetings, annual reports (including without limitation the accounts, balance-sheet, financial statements, and statements and reports of the directors and auditor), proxy forms and other materials via electronic mail) will generally take effect within five business days of such notification.

10 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 a limited, personal right to access and use the Electronic Service and the SGX Materials in accordance with these Terms of Electronic Service and subject always to your full and timely compliance with these Terms of Electronic Service.

11 Notices. We may at our option give or make notices, demands or other communications pursuant to these Terms of Electronic Service to you in writing either through the SGX Website, electronic mail, delivery by hand, prepaid 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 you 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 electronic mail 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 electronic mail from the mail server operated by the sender or its service provider; and (v) in the case of publication, notification or communication on or through the SGX Website, on the date and time of posting on the SGX Website, unless otherwise indicated on the SGX Website.

12 Liability. To the maximum extent permissible under applicable law:

(a) we and our agents or service providers 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: (i) any access, use or inability to access or use the Electronic Service; (ii) any changes which we may make to the Electronic Services; (iii) your failure to comply with any provision of these Terms of Electronic Service; and/or (iv) your failure to keep your Security Code secure and confidential; and

(b) 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 our agents’ or service providers’ contemplation.

These limitations of liability shall apply even if we or our agents or service providers may have been advised of, or otherwise might have anticipated, the possibility of any such losses arising.

You irrevocably and unconditionally agree to indemnify us against any and all claims, demands, costs, expenses, and liabilities (including without limitation any loss or profit, damage to reputation, interest, penalties, and professional fees and expenses) arising in connection with: (i) any conduct by you or referable to your Security Code in relation to the Electronic Service; and/or (ii) any breach by you of any provision of these Terms of Electronic Service.

- 13 Force Majeure.** We shall not be liable for any non-performance, error, interruption or delay in the Electronic Service's operation directly or indirectly caused by or attributable 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, health epidemics, and the acts of a party for whom we are not responsible for).
- 14 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.
- 15 Termination.** You agree that we may, at our 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.
- 16 Assignment.** We may assign, transfer, novate, sub-contract, or otherwise deal with any or all of our rights and obligations under these Terms of Electronic Service and any such dealings shall not release you from your obligations or liabilities under these Terms of Electronic Service. You shall not assign, novate, transfer, sub-contract, or otherwise deal with any or all of your rights and/or obligations under these Terms of Electronic Service, nor dispose of any right or interest in it, without our prior written consent.
- 17 Severability.** If any court or tribunal, having jurisdiction to decide on this matter, rules that any provision of these Terms of Electronic Service is invalid or unenforceable, then that provision will be removed from these Terms of Electronic Service without affecting the rest of these Terms of Electronic Service, and the remaining provisions of these Terms of Electronic Service shall continue to be valid and enforceable.
- 18 No waiver; Cumulative rights.** Any failure or delay on our part in enforcing any right under these Terms of Electronic Service shall not be considered a waiver of those rights. Our rights and remedies under these Terms of Electronic Service are cumulative and do not prejudice any rights or remedies which we may have (whether at law, in equity, or otherwise).
- 19 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 2001 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.
- 20 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 Courts.

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