

CHINASCOPE LIMITED
DATA FEED LICENSE AGREEMENT

Effective [REDACTED], this agreement is made between **ChinaScope Limited** (“the Licensor”), with its principal offices at Unit 606,6th Floor, Alliance Building 133 Connaught Road, Central, Hong Kong and [REDACTED] (“the Licensee”), with its principal offices at [REDACTED].

1. DEFINITIONS

+ “Affected Party” means the party who is prevented or delayed by an Event of Force Majeure from performing any of its obligations under this Agreement;

+ “Annual Subscription Fee” means an aggregate sum of money representing the amount payable for the data feed services subscribed for within the Term of this Agreement, as set out in the Schedule of Fees attached hereto as Appendix 1;

+ “Associate” means:

(a) the licensor, its affiliates, and any officer, director, employee, successor;

(b) each Third Party Contributor, their affiliates, and any officer, director, employee, successor, of any third party supplier of Features or any of their affiliates;

+ “Authorized Users” means the Licensee’s employee that is a member of the group listed in Appendix 1, authorized by both the Licensor and Licensee;

+ “ChinaScope Data Services” means the combination of the Licensor’s Database, API or any of Web-based products;

+ “Data” means the information derived from the ChinaScope Data Services, including printed, downloaded and machine-readable forms;

+ “Effective Date” means the date this Agreement is made as indicated in the opening paragraph of this Agreement;

+ “Event of Force Majeure” means any circumstances which are not within the reasonable control of the Affected Party and which occur without its fault or negligence, including without limitation to the generality of the foregoing strikes, lockouts, shortages of labor, civil commotion, riot, invasion, war, threat of or preparation for war, fire, explosion,

power failure, failure of the internet and other networks, hardware or software failure, equipment failure, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster;

+ “Features” means the ChinaScope Data Services, Third Party Databases, and additional various services, functions and remotely accessed gateways provided by third parties;

+ “HKIAC” means the Hong Kong International Arbitration Centre;

+ “Hong Kong SAR” means the Hong Kong Special Administrative Region of the People’s Republic of China;

+ “Intellectual Property” means patents, trade secrets, utility models, registered and unregistered designs, copyrights, trademarks, service marks, trading names and all other intellectual property protection wherever in the world enforceable in respect of or in relation to the Licensor’s business, whether or not registered in Hong Kong;

+ “Licensor’s Database” means the current compilation of data including data owned, from time to time, by the Licensor and third parties of which the Licensor has the right to provide to the Licensee by way of the ChinaScope Data Services;

+ “Access” means the means by which usage can be consumed, which could include username and password required to sign in and access the ChinaScope Data Services;

+ “Non-Affected Party” means the party who is not affected by an Event of Force Majeure;

+ “Parties” means the Licensor and Licensee and reference to “Party” shall mean either of them;

+ “Renewal Term” means a period commencing on the first or subsequent anniversary of the Effective Date and continuing for a period of 12 months;



- + “Term” means the period commencing on the Effective Date and continuing until the first anniversary of the Effective Date;
- + “Third Party Contributors” means those third parties providing Features included in the ChinaScope Data Services;
- + “Third Party Database” means a database owned by a third party who has licensed the Licensor to provide that database as part of the ChinaScope Data Services;
- + “UNCITRAL” means the United Nations Commission on International Trade Law 1985;
- + “Work Products” means the Licensee’s own documents, memorandums and/or advices, briefs and other materials whether in print or in electronic form created by the Licensee in the regular course of the Licensee’s business;

2. GRANT OF LICENCE

- 2.1. Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee a non-exclusive, non-transferable and limited license to use and access the ChinaScope Data Services during the Term.
- 2.2. The Licensor shall allocate to the Licensee Access for use by the Authorized Users. The Licensor reserves the right to deny or withdraw Access to any Authorized User if it considers appropriate to do so.
- 2.3. The Licensee shall be licensed to use the Features and Data in accordance with the terms and conditions of this Agreement.
- 2.4. The Licensee shall be permitted to use the Features and Data for its internal corporate activities and shall have the right to provide limited excerpts of Data to its clients for the sole purpose of performing the Licensee’s internal corporate act. The Licensee may not offer or deliver, and shall not permit any third party to offer or deliver, the ChinaScope Data Services or any Data to persons or entities which are in the business of providing:
 - (i) data or Access to databases to financial

services companies;

- (ii) customer relationship management software; or
 - (iii) other tools, databases or services which could reasonably be considered to be in competition with the ChinaScope Data Services.
- 2.5. Except as otherwise provided in this Agreement, the license includes the right to download and temporarily store insubstantial portions of Data to a storage device under the Licensee’s exclusive control and:
 - (i) to display internally such Data;
 - (ii) to perform internal analyses; and
 - (iii) to quote and excerpt from such Data by electronically cutting and pasting or other means in the Licensee’s own Work Products.
 - 2.6. The Licensor may from time to time, at its sole discretion and without notice to the Licensee:
 - (i) restrict Access to certain Features and Data;
 - (ii) add, delete, modify or vary the Features and Data; or
 - (iii) substitute any Third Party Contributor for one of comparable quality and content.
- ## 3. LICENSEE’S OBLIGATIONS
- 3.1. The Licensee must ensure that each person allocated with Access:
 - (i) is an Authorized User; and
 - (ii) is using the ChinaScope Data and all Features and Data in accordance with the terms and conditions of this Agreement.
 - 3.2. The Licensee is responsible for notifying the Licensor whenever a person ceases to be an Authorized User.
 - 3.3. The Licensee is solely responsible for maintaining the security of the Access.
 - 3.4. The Licensee shall not provide access to the ChinaScope Data to any person who is not an Authorized User.
 - 3.5. The Licensee is responsible for all Access to

- and use of the ChinaScope Data Services, whether or not the Licensee has knowledge of or authorizes such access and use.
- 3.6. The Licensee undertakes to use all reasonable endeavors to ensure that the ChinaScope Data Services are not accessed or used by third parties other than those entitled to do so by virtue of this Agreement.
- 3.7. The Licensee shall promptly inform the Licensor if the Licensee becomes aware of:
- (i) any unauthorized use of the Data;
 - (ii) any actual, threatened, or suspected infringement of any Intellectual Property of the Licensor and/or the Third Party Contributors in the Data which comes to the Licensee's notice; or
 - (iii) any claim by any third party that the Data infringes the Intellectual Property or other rights of any other person which comes to the Licensee's notice.
- 3.8. Except as expressly permitted by this Agreement, or with the Licensor's prior written permission, the Licensee may not itself:
- (i) reproduce, download, store, publish, transmit, transfer, communicate, license, sell, rent, or otherwise use the Data or any part of the Data in any form or by any means; or
 - (ii) modify or make any alterations, additions or amendments to the Data; or
 - (iii) combine the whole or any part of the Data with any other software, data or material; or
 - (iv) create derivative works from the whole or any part of the Data,
 - (v) nor shall the Licensee allow any third party to do the same.
- 3.10. If there is any local withholding tax payable, the licensee should be responsible for payment of such withholding tax. The licensor accepts no responsibility for payment of any withholding tax.

4. TERM AND PAYMENT

- 4.1. The Term of this Agreement shall commence on the Effective Date as defined in Clause 1 of this Agreement.
- 4.2. This Agreement shall automatically be renewed for a Renewal Term, unless either party gives Thirty (30) days written notice to the other prior to the expiration of the Term or Renewal Term.
- 4.3. In the event that a Renewal Term is mutually agreed between the Parties in accordance with clause 4.2, the Licensor may revise the Annual Subscription Fee and the terms and conditions of the Renewal Term by giving written notice of the revision not less than 45 days prior to the commencement of the Renewal Term.
- 4.4. The amount of the Annual Subscription Fee shall be calculated in accordance with Appendix 1 attached hereto.
- 4.5. The Licensor shall invoice the Licensee for the Annual Subscription Fee and the Licensee shall settle the Annual Subscription Fee in accordance with the invoicing procedures set out in Appendix 1.

5. LICENSOR'S WARRANTIES

- 5.1. The Licensor represents warrants and covenants that:
- (i) it has the right and authority to grant the license for access to the ChinaScope Data Services pursuant to the terms of this Agreement; and
 - (ii) the Data, excluding information provided by any third party, has been compiled from sources that it considers reliable.
- 5.2. The Licensor makes no warranties under this Agreement as to:
- (i) access to the ChinaScope Data Services being uninterrupted, secure, complete, or free from human or machine error;
 - (ii) protection from the inadvertent loss of data or damage to media;
 - (iii) the timeliness or continued availability of



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- any Features or Data; or
- (iv) the life of any URL.
- 5.3. To the extent permitted by law, all express or implied representations or warranties, including but not limited to warranties of performance, merchantability, fitness for purpose, accuracy or completeness, other than those expressly contained in this Agreement are excluded.
- 5.4. The Licensee acknowledges that the warranties provided herein constitutes the full extent of Licensor's warranties and obligations with regard to the ChinaScope Data Services.
- 5.5. All warranties provided under this Agreement are limited to warranties of the Licensor only and shall not be construed as warranties given on behalf of any Third Party Contributor.
- 6. LICENSEE'S WARRANTIES**
- 6.1. The Licensee represents, warrants and covenants that:
- (i) use of any portion of the ChinaScope Data Services accessed pursuant to the agreement shall be restricted pursuant to the terms and conditions hereof;
- (ii) the Licensee and the Authorized Users shall use the ChinaScope Data Services and the Data at its own risk;
- (iii) use of the ChinaScope Data Services by the Licensee and any Authorized User shall in all cases comply in all material respects with all local laws, statutes, rules, regulations and ordinances;
- (iv) the Licensee shall use its best endeavors to ensure that the Data shall not be made available to any person or entity who may resell or modify the Data;
- (v) the Licensee shall use its best endeavors to keep all Data secure and to prevent, whether by act or omission, any third party duplicating or otherwise reproducing in whole or in part any Data or any part thereof other than for the exercise of the rights granted by this Agreement;
- (vi) the Licensee shall not delete, erase, remove, deface or cover any trademark, trade names, numbers, copyright or other proprietary notices, guarantee, designation of origin, means of identification, disclaimer or other statement used in connection with any Data, nor shall the Licensee authorize another person to do so;
- (vii) the Licensee shall not attempt to replicate the ChinaScope Data Services or assemble, create, or maintain a database from or using the Data; and
- (viii) the Licensee shall, at the request and expense of the Licensor, do all such things as may be reasonably required to assist the Licensor in taking or resisting proceedings in relation to any infringement or claim referred to in this Agreement and in maintaining the validity and enforceability of the Intellectual Property of the Licensor and/or the Third Party Contributors in the Data.
- 6.2. The Licensee acknowledges that the Data may include views, opinions and recommendations of individuals or organizations whose thoughts are deemed of interest, and that the Licensor does not endorse such views, give financial, investment, tax or legal advice, or advocate the purchase or sale of any security.
- 6.3. Notwithstanding any other provision of this Agreement, the Licensee shall not do or omit to do or authorize any other person to do or omit to do any act which:
- (i) would or might invalidate or be inconsistent with any Intellectual Property of the Licensor and/or the Third Parties; or
- (ii) would be in breach of or otherwise inconsistent with the moral rights of the



authors of the Data.

7. LICENSOR'S EXCLUSION AND LIMITATION OF LIABILITY

7.1. Whilst the Licensor shall use reasonable endeavors to control the quality of the ChinaScope Data Services by ensuring that the Data and Features remain current, the Licensor accepts no responsibility for the accuracy or truthfulness of the Data or Features.

7.2. The Licensor and its Associates shall not be liable in contract, tort (including negligence), or otherwise for any loss whatsoever, including but not limited to loss of revenue business, loss of savings or profits (anticipated or actual), loss of goodwill or data, business interruption or for any indirect or consequential loss or damage whatsoever, howsoever arising suffered in connection with the ChinaScope Data Services, whether or not caused by the negligence of the Licensor, and whether or not:

- (i) such loss or damage was foreseeable or contemplated; or
- (ii) the Licensor was advised of the possibility of such loss or damage.

7.3. To the maximum extent permitted by law and without prejudice to the generality of clause 7.2, in no event shall the Licensor, its Associates or the Third Party Contributors be liable to the Licensee for any claim(s) relating in any way to:-

- (i) the content of the Features and Data;
- (ii) the Licensee's use or misuse of the ChinaScope Data Services, Features or Data, regardless of whether the Licensee received any assistance from the Licensor or any of its Associates in using or misusing the same;
- (iii) the Licensee's use of any equipment in connection with the ChinaScope Data Services;
- (iv) the unavailability or interruption to the supply of the ChinaScope Data Services

or any Features or Data thereof;

- (v) any errors in or omissions from the Features or any Data available or not included therein;
- (vi) any delay or failure in performance beyond the reasonable control of the Licensor or its Associates;
- (vii) any negligence of the Licensor or its Associates in connection with the performance of the Licensor's obligations under this Agreement; or
- (viii) any decision made or action taken by the Licensee in reliance on the Data, including but not limited to the procuring, compiling, interpreting, editing, writing, reporting or delivering of the Data.

7.4. The Licensee accepts sole responsibility for use of the ChinaScope Data Services. The Licensor and its Associates shall not be liable to any third party for any liability incurred by the Licensee and/or the Authorized Users in using the ChinaScope Data Services.

7.5. To the extent permitted by law, if a Court holds that the Licensor is liable to pay damages to the Licensee and if the Licensee or any other person (including other advisers to the Licensee) have contributed to the loss the Licensee suffered, the damages payable by the Licensor will be reduced to the amount which would ultimately be payable if:

- (i) the legislation providing for a defense of contributory negligence applied to a claim based on breach of contract; and
- (ii) the Licensee joined every person who was liable to pay damages in respect of the Licensee's claimed loss, the Licensor obtained an order for contribution against each of those persons and those persons paid to the Licensee the amount of their respective contributions.

8. CONFIDENTIALITY

The Licensor and the Licensee undertake that



any and all information received by it in relation to this Agreement, including but not limited to the terms and conditions of this Agreement, the business operations and financial condition of each party, the Licensor's software, systems, databases, hardware and information services, information relating to the customers and any other information which is marked as confidential shall be treated as confidential. The Licensor and Licensee shall:

- (i) refrain from using this confidential information for any purpose other than the performance of its obligations hereunder;
- (ii) keep this information confidential and restrict disclosure thereof to those of its employees with a need to know such confidential information, and
- (iii) advise all employees and agents with access to all confidential information of the obligation to protect the information in accordance with the terms and conditions of this Agreement.

9. RIGHTS IN DATA

All rights, title and interest in the Data, Features and the ChinaScope Data Services, in all languages, format and media throughout the world, including all other Intellectual Property rights, are and will remain the property of Licensor and other Third Party Contributors.

10. EARLY TERMINATION – LICENSOR

- 10.1. This Agreement may be terminated immediately upon notice by the Licensor on the occurrence of any breach by the Licensee of any of the provisions or terms of this Agreement.
- 10.2. Upon termination of this Agreement, the Licensee shall have no right to use the ChinaScope Data Services and all of the Licensee's rights and licenses granted under

this Agreement shall cease immediately.

- 10.3. In the event that this Agreement is terminated for whatever reason except for the material breach by the Licensor, the Licensee shall not be entitled to a refund of the Annual Subscription Fee.

11. FORCE MAJEURE

- 11.1. An Affected Party shall, as soon as is reasonably practicable after the commencement of the Event of Force Majeure, notify the Non-Affected Party in writing, which notice shall specify each of the following:

- (i) the matters constituting the Event of Force Majeure;
- (ii) such evidence in verification thereof as the Affected Party can reasonably give; and
- (iii) the period for which it is estimated that the Event of Force Majeure will continue.

- 11.2. Upon delivery of a notice in accordance with clause 11.1, the Affected Party shall be relieved of any liability to the Non-Affected Party for failure to perform or for delay in performing such obligations provided, however, that:-

- (i) the Affected Party shall nevertheless use its best endeavors to resume full performance of this Agreement; and
- (ii) if the Event of Force Majeure continues for a period of 30 days following notification pursuant to clause 11.1, the Non-Affected Party may, at any time thereafter, deliver a written notice to the Affected Party terminating this Agreement by not less than 14 days prior notice but such notice of termination shall be of no effect if the Affected Party resumes full performance of its obligations before the expiry of the notice period.



12. COMPLETE AGREEMENT

- 12.1. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written statements made by the parties with respect to the subject matter of this Agreement.
- 12.2. The Parties confirm that, save as is specifically set forth herein, no Party has relied on any representation, warranty and/or undertaking (whether written or oral) from any other Party or its officers or agents in connection with the entering into of this Agreement.

13. AMENDMENT

This Agreement may not be amended unless such amendment is in writing and has been executed by the Parties or the duly authorized representative of the Parties.

14. EXECUTION

- 14.1. This Agreement may be signed in copies or counterparts (and by the Parties hereto on separate copies or counterparts), each of which when so signed and delivered shall be an original but all the counterparts shall nevertheless constitute one and the same instrument.
- 14.2. This Agreement shall become effective for all purposes as soon as each of the Parties has signed its respective counterparts and delivered their signed counterparts to each of the Parties.
- 14.3. Where the Licensee is a body other than an individual the person signing or otherwise concluding this Agreement represents that s/he is authorized by the Licensee to sign it for and on behalf of the Licensee and to bind the Licensee thereby.

15. SURVIVAL OF PROVISIONS

The Parties agree and accept the terms of clauses 5, 6, 7, 8 and 9 shall survive and continue to apply notwithstanding the

termination of this Agreement.

16. NOTICES

Except as otherwise provided herein, all notices and other communication shall be in written English and mailed to the following addresses:

ChinaScope Limited

Tom Liu
Unit 606,6th Floor,
Alliance Building 133 Connaught Road,
Central, Hong Kong

[Licensee Name]

[Contact Person]

[Address]

17. PUBLICITY

- The Licensee hereby authorizes the Licensor to:
- (i) use the Licensee's name(s), trademarks(s), or trade name(s) (whether registered or not) in publicity releases concerning the Licensee and Licensor's business relationship; and
 - (ii) include the Licensee's name in its client roster for marketing purposes.

18. GOVERNING LAW AND DISPUTE RESOLUTION

- 18.1. This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong SAR.
- 18.2. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this clause.

- 18.3. The appointing authority shall be the HKIAC.
18.4. The place of arbitration shall be at the HKIAC.
18.5. The language to be used in the arbitration proceedings shall be English.

The Parties hereby agree to the terms and conditions of this Agreement and the Appendices attached herewith.

CHINASCOPE FINANCIAL LIMITED



Signed: _____

(Authorized Signature)

Print Name: _____

Title: _____

Date Signed: _____

Signed: _____

(Authorized Signature)

Print Name: _____

Title: _____

Date Signed: _____

APPENDIX 1
ACCESS TO AND USAGE OF PRODUCTS THAT COMPRISE THE CHINASCOPE DATA SERVICES

Product	Authorized Users	Original Price (Annual Fee)	Promotional Price (Annual Fee)	Currency
SmarTag	[] Employees	50,000	[]	USD
SAM Supply Chain (A-Share and HK-listed companies)	[] Employees	50,000	[]	USD
Total				USD

A) Invoicing

- The Licensor shall invoice the Licensee in advance on an annual basis by sending the invoice to the following address:

Primary Contact

Company: _____

Name: _____

Address: _____

Address 2: _____

City: _____ State: _____

Postal Code: _____

Tel. No: _____

Fax No.: _____

E-mail: _____

- The Licensee shall settle the invoice within 10 days of the date of the invoice.
- Invoices not paid within 15 days of date due and payable shall be subject to a service charge of 5% per month until paid.