



BURSA LINK SUBSCRIPTION TERMS AND CONDITIONS

A. GENERAL

1. Bursa Listing Information Network ("**Bursa LINK**") is an infrastructure provided by Bursa Malaysia Securities Berhad ("**Bursa Securities**") that enables applications, proposals, statements, announcements, information and documents to be submitted securely and efficiently by the listed issuers, investment banks/advisers and external secretarial firms to Bursa Securities for processing, approval, public dissemination or record, as the case may be.
2. A person to whom access to Bursa LINK is granted by Bursa Securities ("**Subscriber**") will be issued with a user identification ("**User ID**") and a password ("**Password**").
3. By completing and returning to Bursa Securities the original 'Subscriber's Acknowledgement and Declaration' form attached with this 'Terms and Conditions' together with the required payment and supporting documents, the Subscriber and users duly authorised by the Subscriber ("**authorised user(s)**") are deemed to have –
 - (a) read, understood and accepted this 'Terms and Conditions'; and
 - (b) understood and accepted the Listing Requirements of Bursa Securities, guidelines, policies and requirements, in relation to the submission, dissemination or posting of materials and information through Bursa LINK

and agreed to be bound by all the provisions in this 'Terms and Conditions' as may be amended from time to time.

B. SUBSCRIBER'S COVENANTS

4. The Subscriber undertakes and covenants with Bursa Securities that the Subscriber shall -
 - (a) ensure that the User ID and Password will only be used by its authorised user(s) in accordance with this 'Terms and Conditions';
 - (b) only use the User ID and Password to access the requested Bursa LINK;
 - (c) keep the User ID and Password confidential and shall not disclose to anyone or use the User ID and Password to perform tasks not authorised by Bursa Securities;
 - (d) not share the User ID and/or Password;
 - (e) be liable for any misuse of its User ID and/or Password;



- (f) ensure that Bursa LINK is only used for purposes of submitting applications, proposals, statements, information and documents to the Exchange for processing, approval or record, as the case may be or for disseminating statements, announcements, information and documents to the public, in accordance with the Listing Requirements of Bursa Securities or any applicable laws, rules or guidelines;
- (g) not change any of the security controls set in relation to the usage of Bursa LINK and shall not in any circumstances modify any part of the same;
- (h) pay the fees ("**Fees**") imposed in relation to access granted to Bursa LINK and an amount equal to the goods and services tax payable pursuant to the Goods and Services Tax Act 2014 ("**GST amount**") by the due date stated in Bursa Securities' invoice without prior demand of Bursa Securities, unless otherwise specified by Bursa Securities in accordance with the Goods and Services Tax Act 2014;
- (i) comply with and give effect to this 'Terms and Conditions', all rules, guidelines, policies and requirements prescribed by Bursa Securities in relation to Bursa LINK ("**Requirements**");
- (j) comply with and give effect to any amendment to the Requirements as may be made by Bursa Securities from time to time;
- (k) ensure that its authorised user(s) comply with and give effect to the Requirements and any amendment to the Requirements as may be made by Bursa Securities from time to time;
- (l) immediately inform Bursa Securities in the prescribed form when –
 - (i) the Subscriber becomes aware of any unauthorised use or misuse of its User ID and/or Password; or
 - (ii) the authority of a user previously authorised by the Subscriber has been revoked;
- (m) for a Subscriber who is not a listed issuer, only use the User ID and/or Password for such authorised purposes on behalf of the listed issuer which it represents when it is duly authorised to do so;
- (n) if the Subscriber is submitting personal data of another individual ("**Data Subject**"), ensure that the Subscriber has provided the Data Subject with written notice of Bursa Malaysia Berhad's personal data notice prior to such submission unless section 41 of the Personal Data Protection Act 2010 ("**PDPA**") applies or Bursa Securities otherwise specifies in connection with the PDPA; and
- (o) ensure that its internet service provider ("**ISP**") providing internet connection to Bursa LINK is reliable and able to provide uninterrupted connectivity to the Subscriber.



5. The Subscriber further agrees that the Fees and GST amount are not refundable in whatsoever circumstances, including where its subscription to Bursa LINK is suspended or terminated prior to the expiry of the subscription period.

C. RESPONSIBILITY & LIABILITY – CONTENTS OF INFORMATION

6. The Subscriber acknowledges and agrees that –
- (a) The statement, announcement, information and document given by the Subscriber for public dissemination purpose is released electronically on an “as is” basis without any representations or warranties by Bursa Securities and Bursa Securities shall be entitled to act and rely on the statement, announcement, information and document given by the Subscriber;
 - (b) All applications, proposals, statements, information and documents transmitted via Bursa LINK and authenticated with the Subscriber’s User ID and Password shall have the same legal effect, validity and enforceability as if the electronic transmission had been submitted to Bursa Securities in writing;
 - (c) The Subscriber shall be solely responsible for the contents of the application, proposal, statement, announcement, information and document submitted via Bursa LINK and shall ensure that the contents of such application, proposal, statement, announcement, information and document are true, accurate, complete, and in compliance with the requirements prescribed under the Listing Requirements of Bursa Securities;
 - (d) The statement, announcement, information or document given by the Subscriber to be published, released, or disseminated via Bursa LINK to the public does not –
 - (i) violate any national and/or international laws, or public policy; or
 - (ii) include any material or element which is threatening, harassing, defamatory or in any way a violation of intellectual property laws;
 - (e) Bursa Securities shall not be responsible to check or verify the contents of the statement, announcement, information or document which Bursa Securities publishes, releases or disseminates to the public for or on behalf of the Subscriber via Bursa LINK, including the accuracy, completeness or adequacy of such contents, and shall not be liable for any loss or damage howsoever arising as a result of publishing, releasing or disseminating the statement, announcement, information or document via Bursa LINK;
 - (f) Bursa Securities and its officers shall not in whatsoever manner, be liable to the Subscriber or any other persons claiming through or under the Subscriber, for any



loss, damage, liability, cost or expense (including legal costs) suffered or incurred by the Subscriber, arising from or in connection with:

- (i) the provision, termination, suspension, or usage of the User ID, Password and/or Bursa LINK, or in respect of anything done or omitted to be done in connection with Bursa LINK including but not limited to the delay, actions or omissions by Bursa Securities in processing or approving any applications or proposals, or in disseminating the statement, announcement, information or document provided by the Subscriber via Bursa LINK, and any malfunction in the usage of Bursa LINK; or
- (ii) any loss of data, error or disruption or cessation of the Subscriber's access or connectivity to Bursa LINK or telecommunication issues, power supply issues, internet or network related issues, problems with the computer systems or information systems of Bursa Securities or their respective third party vendors or service providers including but not limited to the Subscriber's ISP;
- (g) In connection with all personal data that is provided to Bursa Securities, the Subscriber has read and is aware of Bursa Malaysia Berhad's personal data notice which is available at www.bursamalaysia.com; and
- (h) The title and all intellectual property rights of the applications, proposals, statements, announcements, information or documents submitted via Bursa LINK shall vest in and belong to Bursa Securities upon such submission. Bursa Securities shall have the right to deal with applications, proposals, statements, announcements, information or documents as it deems fit.

D. SUSPENSION & TERMINATION

- 7. Bursa Securities reserves the right to remove without notice to the Subscriber, any statement, announcement, information or document given by the Subscriber for public dissemination which it deems to be or likely to be in contravention of the laws or against public interest, or to suspend or terminate forthwith the use of Bursa LINK by such a Subscriber.
- 8. Without prejudice to Clause 7 above, Bursa Securities has the right (but shall not have the obligation) to suspend and/or terminate usage of or access to the User ID, Password and/or Bursa LINK forthwith (with or without prior notice to the Subscriber) in any one of more of the following circumstances:
 - (a) upon the Subscriber's written request in the form prescribed by Bursa Securities;
 - (b) upon or in the event Bursa Securities in its sole opinion believes that there is or will be, a breach of any provision in this 'Terms and Conditions', including a breach of security controls of Bursa LINK and/or non-payment of Fees or GST amount, or both;



- (c) upon the delisting of the Subscriber (for a Subscriber who is a listed issuer) from the official list of Bursa Securities; or
 - (d) where Bursa Securities in its sole discretion deems necessary in order to protect public interest.
9. Any termination of the services under this 'Terms and Conditions' shall be without prejudice to the accrued rights of Bursa Securities under this 'Terms and Conditions' or to any rights to which Bursa Securities may be entitled to at law or at equity.

E. NOTICE

10. A notice, request, form, demand, document or written communication ("**Notice**") by Bursa Securities to the Subscriber under this 'Terms and Conditions' may be –
- (a) delivered personally or by registered post or courier to the Subscriber's registered office or last known address;
 - (b) faxed to the Subscriber's fax number; or
 - (c) e-mailed to the Subscriber's e-mail address
- as contained in the records of Bursa Securities.
11. A Notice is taken as given by Bursa Securities and received by the Subscriber –
- (a) if delivered by hand, on the day of delivery;
 - (b) if posted, on the 3rd day after posting;
 - (c) if sent by courier, on the 2nd day after despatch;
 - (d) if faxed, immediately; and
 - (e) if sent by e-mail, immediately upon sending.
12. A Notice by the Subscriber to Bursa Securities under this 'Terms and Conditions', unless otherwise specified/agreed by Bursa Securities –
- (a) must be in legible writing ;
 - (b) must be signed either by the Subscriber's authorised officer or under the Subscriber's common seal; and
 - (c) may be delivered personally to Bursa Securities, or by registered post or courier to Bursa Securities' address, or faxed to Bursa Securities' fax number, or e-mailed to



To: Bursa LINK Application Administrator
Listing Division, 9th Floor, Exchange Square

Bursa Securities' e-mail address, in accordance with Bursa Securities' contact details as contained in this 'Terms and Conditions' or as may be notified by Bursa Securities from time to time. If a Notice is given to Bursa Securities by fax or e-mail, the Subscriber must ensure that the original copy of the Notice is duly delivered to Bursa Securities within 5 business days from the date the Notice is given by fax or e-mail.

13. A Notice is taken as given by the Subscriber and received by Bursa Securities only when Bursa Securities actually receives it.

F. GENERAL

14. If any provision of this 'Terms and Conditions' is declared by any judicial or other competent authority to be invalid, the parties agree that such invalidity shall not affect the validity of the remaining provisions of this 'Terms and Conditions'.
15. This 'Terms and Conditions' shall be governed by and construed in accordance with the laws of Malaysia and the parties agree to submit to the exclusive jurisdiction of the courts of Malaysia.
16. Any change to the name of Bursa LINK shall not affect the validity of this 'Terms and Conditions'. The Subscriber shall continue to be bound by all the provisions in this 'Terms and Conditions', including any amendment as may be made from time to time.

G. VARIATION/AMENDMENT OF TERMS

17. Bursa Securities may, at any time, amend or vary any of the provisions of the Requirements. Such amendments or variations will be posted on Bursa Securities' website. .

[End]



To: Bursa LINK Application Administrator
Listing Division, 9th Floor, Exchange Square

SUBSCRIBER'S ACKNOWLEDGEMENT AND DECLARATION

We (Company no.) expressly confirm that we are agreeable to and hereby accept all the above Terms and Conditions and undertake to comply fully with the same.

System Requested : Bursa LINK

Authorised Director's Signature :

Name :

NRIC No :

For and on behalf of

Company Name :

Company No :

Designation :

Date / Time :

Note:

1. Please ensure that the execution and acceptance of the Terms and Conditions stated above have been duly authorised by the company and that the director signing for and on behalf of the company has the legal right, authority and power to do so.
2. Please enclose the Fees and GST amount as per the invoice enclosed
3. Please change your password as soon as you receive your User ID and Password.

Please send the original completed form together with the Fees and GST amount to the following address:

Bursa LINK Security Administrator

Listing Division
Bursa Malaysia Berhad
9th Floor Exchange Square
Bukit Kewangan
50200 Kuala Lumpur
FAX : 03-27323263 or 03-20263681