

DATED the day of 2008

BETWEEN

BURSA MALAYSIA INFORMATION SDN BHD

AND

[SUBSCRIBERS' NAME]

INFORMATION SERVICES LICENCE AGREEMENT

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receive Market Information from the Subscriber. For the purposes of this Agreement, "location" may also mean any separate or distinct address or place (including but not limited to a motor vehicle, aircraft, or water borne craft) in, or from which, any Device (which may include a portable Device) is used to receive such Market Information **PROVIDED ALWAYS** that in the case of a hand-held or other portable Device whose precise location cannot be determined at any time the deemed "location" for that Device shall be the billing address of the Authorised Recipient as notified to the Subscriber in writing by the Authorised Recipient from time to time. For the avoidance of doubt, and in relation to fees payable pursuant to Schedule 3, an Authorised Recipient having two (2) or more premises which receives such Market Information shall be deemed to have two (2) or more (as the case may be) separate and distinct Authorised Recipient Locations;

"Bursa Information" means Bursa Malaysia Information Sdn Bhd, a wholly owned subsidiary of the Exchange;

"Business Day" means days on which the Exchange is open for trading;

"Business Hours" means those hours during which the markets operated by the Exchange are open for trading;

"Business Rules" means in relation to the securities, futures, offshore and/or other relevant markets operated by the Exchange rules, by whatever name called, regulating the activities and conduct of the securities, derivatives, offshore and/or other relevant markets;

"Delayed Information" means Market Information in respect of which more than fifteen (15) minutes (or any other time period prescribed by Bursa Information from time to time) have elapsed from the time the Market Information was first transmitted to the market by Bursa Information;

"Device" means any unit or item of equipment, computer terminal, or any facility, fixed or portable, (including hand held units or units capable of being or is moved from place to place) which is the authorised means to receive, or access, or display Market Information. Notwithstanding any provision to the contrary, the term "Device" shall also include any means of access to Market Information through a unique password, user identification or other similar identifier;

"Disclosure" means any use, publication, Distribution or re-Distribution or other process whereby a person comes into possession of any information, understanding or knowledge which he did not previously possess and includes (without in any way limiting the generality of this definition) statements or comments whether oral or written, and the term **"Disclose"** wherever appearing has a corresponding meaning;

"Distribute" means the act of distribution or dissemination of the Market Information to Authorised Recipients regardless of provision method and includes situations where Authorised Recipients access a Subscriber's facilities to retrieve Market Information. The term **"Distribution"** and **"Distributing"** shall have a corresponding meaning. Bursa Information reserves the right to determine whether any act constitutes Distribution and its decision shall be final.

"Effective Date" means the date specified in Schedule 1;

"End of Day Information" means any Market Information reflecting the closing position on a given trading day.

"Exchange" means Bursa Malaysia Berhad, which operates securities, derivatives, offshore and/or other relevant markets from time to time either by itself or via its relevant

subsidiaries, its successors in title and lawful assigns;

“Intellectual Property Rights” means patents, trade marks, service marks, trade and service names, copyrights, database rights and design rights and all other rights, whether or not any of them are registered including applications for any of them, trade secrets and rights of confidence, all rights or forms of protection of a similar nature or having similar or equivalent effect to any of them which may subsist any where in the world;

“Market Information” means the collection or database of information and data known as ‘Bursa Malaysia Market Information’ and which is more particularly described in Schedule 2, as may be amended from time to time, and shall include data, symbols, information, statistics and other information in letter or numeral form (or both) disclosing, describing, summarising or otherwise commenting on or dealing with the trading of all instrument, products, securities and derivatives contracts on the Exchange or such other markets, trading facilities or clearing facilities operated or administered by or for the Exchange;

“Monitoring System” means any system and/or procedures to monitor and control the Distribution of Market Information from the Subscriber to Authorised Recipients.

“Party” means either Bursa Information or the Subscriber;

“Processed Data” means Market Information in a materially altered, modified or enhanced form or format, and is data which is displayed in human readable form by means of a software application to Raw Data;

“Raw Data” means Market Information in the original stream format, as Distributed by Bursa Information;

“Real Time Information” means Market Information that does not fall within the definitions of Delayed Information or End of Day Information;

“Reception Point” means the location at which the relevant equipment of the Subscriber receives the Market Information, as described in Schedule 4;

“Redistributor” means an Authorised Recipient who is an individual or legal person receiving the Market Information from a Subscriber or another Redistributor for the purpose of re-Distributing the Market Information to other Authorised Recipients. Unless otherwise agreed, all Redistributors shall enter into a separate agreement with Bursa Information.

“Report(s)” means the Monthly Reports as referred to in Clause 7.1 of this Agreement or the Declaration in the form attached in Appendix 1 which is to be submitted to Bursa Information on a monthly basis together with payment of the variable Distribution Fees as stipulated in Part 5 read together with Schedule 3 hereof;

“Subscriber” means the person so described in Schedule 1, its successors in title and lawful assigns. For the purposes of this Agreement a Subscriber shall be a person who obtains Market Information for the purposes of Distributing or re-Distributing the Market Information to Authorised Recipients, whether in whole or in part, in Processed Data form, for a fee or charge, commercial gain, profit or advantage or as a supplementary service or part thereof or in the course of promoting another service or product with or without a fee or charge;

“Subscriber’s Service” means any service provided by the Subscriber from time to time in any form by way of Distribution of Real-Time Information and/or Delayed Information and/or End of Day Information or any parts thereof, regardless of the means of Distribution to an Authorised Recipient.

“**Technical Specifications**” means the minimum technical specifications and requirements to enable the Subscriber to receive the Transmission of the Market Information;

“**Transmission**” means the process by which Bursa Information supplies or communicates Market Information to the Reception Point anytime and / or from time to time throughout the duration of this Agreement; and the terms “**Transmit**” and “**Transmitting**” shall have a corresponding meaning;

“**Transmission Point**” means the authorised source, described in Schedule 4, at which a Subscriber or Redistributor obtains the Market Information from.

“**Unauthorised Use**” means the Distribution or re-Distribution or provision of any Market Information in any form or format, to a person who is not an Authorised Recipient of the Subscriber or to an Authorised Recipient in violation of any of the provisions of this Agreement;

“**Website Ticker Market Information**” means the type of Market Information that is described in item 2. of Schedule 3A that may be Distributed in relation to the Website Ticker Service;

“**Website Ticker Service**” means the service allowing the Distribution of the Website Ticker Market Information to Authorised Recipients for use as web-site tickers in their nominated web-site(s).

1.2 In this Agreement, unless the context otherwise requires:

- (a) Words denoting the singular number shall include the plural and vice versa;
- (b) Words denoting individuals shall include corporations and vice versa;
- (c) Headings are for convenience only and shall not affect interpretation of this Agreement;
- (d) References to Clauses, Sub-Clauses, Appendices, Parts, and Schedules are references to clauses, sub-clauses, appendices, parts and schedules of this Agreement;
- (e) Words denoting any gender shall include all genders;
- (f) References to RM shall mean Ringgit Malaysia; and
- (g) Any covenant, warranty, acknowledgement, provision or proviso in which more persons than one covenant, warrant, acknowledge, agree or appoint or are deemed to covenant, warrant, acknowledge, agree or appoint shall be deemed to bind and to extend to such persons and any two or greater number of them jointly, and each of them severally.

PART TWO - COMENCEMENT AND DURATION

2.1 This Agreement will come into force on the Effective Date and will continue in force until 31 December 2010 or such other date as may be agreed in writing by the Parties (“**Initial Term**”). Upon the expiry of the Initial Term, this agreement shall thereafter automatically be renewed for successive terms of one (1) year each, unless either party terminates this Agreement in accordance with the terms and conditions set out in Part 11.

PART THREE – LICENCE AND SCOPE OF AGREEMENT

- 3.1 Throughout the term of this Agreement, Bursa Information hereby grants to the Subscriber for the duration of this Agreement, a non-exclusive and non-transferable licence to use, store, process, Distribute and re-Distribute the Market Information to Authorised Recipients in accordance with the terms and conditions herein contained. For the avoidance of doubt, the scope of the licence granted pursuant to this Agreement shall not, unless expressly stated otherwise, include a licence for the transmission, Distribution or re-Distribution of Market Information by the Subscriber in Raw Data form. This prohibition shall apply to the transmission of Market Information in Raw Data form by the Subscriber to an Authorised Recipient for purposes of post transmission processing of such Market Information into Processed Data form.
- 3.2 The Subscriber acknowledges that:
- 3.2.1 the Intellectual Property Rights in the Market Information is the sole and absolute property of the Exchange and/or Bursa Information, as the case may be; and
- 3.2.2 Bursa Information has agreed to Transmit the Market Information to the Subscriber for the purpose of Distributing or re-Distributing the Market Information, and subject only to Clause 6.5, such Market Information so Distributed or re-Distributed by the Subscriber shall be in Processed Data form only and that the Subscriber shall not Distribute or re-Distribute such Market Information to any person who is not an Authorised Recipient.
- 3.3 For the purposes of Clause 3.2.2 above, Bursa Information's determination on whether the Market Information is in Processed Data form shall be final and conclusive and shall not be open to challenge by the Subscriber.
- 3.4 In the event a Subscriber subscribes for the Website Ticker Service, the terms and conditions in Schedule 3A shall apply in addition to the terms and conditions herein contained.
- 3.5 In the event this Agreement is signed by a Redistributor, rights and obligations applying to a Subscriber shall be construed and interpreted as applying to any such Redistributor.

PART FOUR - OBLIGATIONS OF BURSA INFORMATION

- 4.1 Bursa Information:-
- 4.1.1 shall, on the written request of the Subscriber, Transmit the Market Information on a non-exclusive basis to the Reception Point in accordance with the Technical Specifications. The Subscriber specifically acknowledges and accepts that Bursa Information is only obliged to Transmit Market Information to the Reception Point at any time during the duration of this Agreement; and/or
- 4.1.2 shall and hereby consents to the Subscriber receiving the Market Information from any person who has entered into an Information Services Licence Agreement with Bursa Information authorising such person to Distribute such Market Information, and upon the terms of such Information Services Licence Agreement.
- 4.2 Forthwith upon the written request provided for in Clause 4.1.1:-
- 4.2.1 the Subscriber shall at its own expense and risk in all respects, acquire and install

all necessary Devices at the Reception Point to receive the Transmission of Market Information and shall notify Bursa Information in writing upon the completion of such acquisition and installation; and

- 4.2.2 Bursa Information shall provide the Subscriber with the Technical Specifications necessary to enable the Subscriber to receive the Market Information provided always that Bursa Information reserves the right to change or amend the Technical Specifications or the basis of Transmission upon giving the Subscriber three (3) months prior written notice. The Subscriber shall bear all costs and expenses arising directly or indirectly from the change in the Technical Specifications whether by reason of any modifications to the Subscriber's communication equipment or facilities or otherwise.
- 4.3 Bursa Information shall not be responsible or liable for any and all costs and expenses incurred in the Transmission of Market Information to the Reception Point including the cost of all necessary inter-face at Reception Point and communication lines or charges.
- 4.4 Bursa Information has a strong commercial interest in ensuring continuity of Transmission of Market Information to the Subscriber and in recognition of such interest shall take all reasonable steps to ensure that the Transmission of Market Information, shall be free of interruption.
- 4.5 Bursa Information has a strong commercial interest in preserving the reputation and integrity of the securities, derivatives, offshore and/or other relevant markets which the Exchange operates and in recognition of such interest Bursa Information shall take and use all reasonable care and diligence throughout the duration of this Agreement to ensure that Market Information Transmitted to the Subscriber is accurate and complete.
- 4.6 Bursa Information shall take all reasonable steps to ensure that the Market Information is of a quantity and quality (including in terms of consistency, accuracy, timeliness and comprehensiveness) equivalent to the information and data supplied to other Subscriber(s), subscribing for the same information service, on terms similar to that contained in this Agreement, which are applicable to the Subscriber.
- 4.7 Subject only to the warranties set out in Part 9, Bursa Information expressly reserves the right to and may in its sole discretion change the technological basis of Transmission of Market Information to the Subscriber at any time and from time to time during the duration of this Agreement so as to adopt and benefit from the advantages of technological innovation and improvements.
- 4.8 Where a Subscriber or a Redistributor, as the case may be, is receiving the Market Information pursuant to Clause 4.1.2. above, the warranties set out in Part 9 including the warranties stated in clauses 9.1.1., 9.1.2., 9.8., 9.9, relating to Transmission of Market Information to the Subscriber pursuant to Clause 4.1.1., shall not apply.

PART FIVE - PAYMENT

- 5.1 The Subscriber shall pay to Bursa Information from the Effective Date the fees in the amount and in the manner as particularised in Schedule 3. Wherever mentioned herein, references to Schedule 3 shall, where applicable and unless otherwise stated, include references to Schedules 3A and 3B.
- 5.2 The Subscriber shall upon the execution of this Agreement, pay to Bursa Information a deposit sum more particularly described in Schedule 3 hereto ("the Deposit"). The Deposit shall not in any event, without the prior written consent of Bursa Information, be treated as

a set-off or payment towards any arrears of payment due from the Subscriber to Bursa Information. The Deposit shall be security to be applied by Bursa Information in the event of any breach or non-compliance by the Subscriber of the terms and conditions herein, without prejudice to the rights of Bursa Information to seek other remedies available to it under applicable laws, which includes where necessary the right to initiate legal action. Bursa Information shall, at the expiry or early determination of this Agreement and upon the fulfilment by the Subscriber of all its obligations herein stated, refund the Deposit free of any interest to the Subscriber, less such sums as may be due or owing to Bursa Information under this Agreement.

- 5.3 Notwithstanding the provisions of Clause 5.1, Bursa Information may, by notice in writing and in its sole and absolute discretion, unilaterally change or vary from time to time during the duration of this Agreement, the fees and/or method of calculation of any fee payable under Schedule 3. Such notice to the Subscriber shall particularise the revised fees and/or revised method of calculation and shall be given at least three (3) calendar months before such revisions are to take effect and such notice and any successive notice shall take effect as at the date specified in such notice and shall be deemed to be a replacement to Schedule 3 **PROVIDED ALWAYS** that:
- 5.3.1 Bursa Information shall not exercise its rights under this Clause in an unreasonable manner;
 - 5.3.2 subject to any legal restraints or overriding commercial sensitivities existing from time to time, Bursa Information shall, during the duration of this Agreement, inform and keep the Subscriber informed of Bursa Information's plans which are relevant and confined to the quantum and future calculation of fees payable pursuant to this Agreement; and
 - 5.3.3 the Subscriber may elect to terminate the Agreement with effect from the Business Day immediately preceding the Business Day upon which the revised fees and/or revised method of calculation is to take effect.
- 5.4 Unless otherwise agreed in writing between the Parties, the Subscriber shall, during the duration of this Agreement, make the payments required pursuant to this Agreement in accordance with the Modes of Payment as specified in Schedule 3B herein attached.
- 5.5 Fees payable to Bursa Information by the Subscriber pursuant to this Part shall be net and free of all and any consumption, sales, turnover or other direct or indirect taxes or levies, stamp duties, financial institution duties, or similar heads of charges now existing or subsequently introduced and exacted by any Government in respect of this Agreement.
- 5.6 Bursa Information may invoice the Subscriber for the Licensee Fee as soon as they become due. The Subscriber must pay the invoices within thirty (30) days of the date of the Invoice. No refund of any License Fee will be given if this Agreement terminates before the end of the period to which the Licensee Fee relate, regardless of the reasons for the termination or the circumstances in which it occurs.
- 5.7 The Subscriber agrees to pay interest to Bursa Information at a monthly rate of one and one half percent (1.5%) on all fees which are not paid within thirty (30) days of the date such fees become due and payable. Such interest shall be calculated on a daily basis commencing from the date the fees become due and payable up until (and including) the day upon which the fees are paid in full.
- 5.8 Subject to the provisions in Clauses 6.4, nothing in this Part 5 shall affect the right of the Subscriber in its discretion to charge any Authorised Recipients (if any) any fee or charge.

- 5.9 All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law and the Subscriber shall not be entitled to assert any credit, set-off or counterclaim against Bursa Information in order to justify withholding payment of any such amount in whole or in part.
- 5.10 The acceptance by Bursa Information of any payment made by the Subscriber pursuant to this Agreement shall not in any way affect the right of Bursa Information to audit and inspect the Subscribers records in accordance with the provisions in Part 7 below, and shall not amount to a waiver of its right to demand for monies due to Bursa Information in the event such audit or inspection or any other information made available to Bursa Information reveals that the details required to be submitted in the Reports are incomplete, inaccurate or misleading.

PART SIX – SUBSCRIBER’S OBLIGATIONS

- 6.1 The Subscriber shall declare to Bursa Information the Transmission Point and Reception Point of the Market Information for the Subscriber.
- 6.2 The Subscriber acknowledges and agrees that:-
- (a) **SUBJECT ONLY** to clause 6.5 herein, there shall be no transmission, Distribution or re-Distribution of the Market Information by the Subscriber in Raw Data form at any time; and
 - (b) It shall not Distribute or re-Distribute the Market Information in any form or format to any person other than an Authorised Recipient.
- 6.3 The Distribution or re-Distribution of Market Information by the Subscriber pursuant to the terms of this Agreement shall at all times conform with the following requirements:-
- 6.3.1 that such Market Information Distributed or re-Distributed by the Subscriber is a true and accurate representation of the Market Information received by the Subscriber;
 - 6.3.2 that any terms and conditions of Distribution or re-Distribution of Market Information to the Authorised Recipient pursuant to this Agreement shall not in any way be restricted or affected by reason of the Market Information being Distributed or re-Distributed in a format different from that received by the Subscriber; and
 - 6.3.3 that the Reports as defined in this Agreement shall be submitted to Bursa Information regularly and within the periods stipulated.
- 6.4 The Subscriber shall not Distribute or re-Distribute the Market Information or facilitate the Distribution or re-Distribution of Market Information to a Redistributor unless such Redistributor shall have first entered into a separate Information Services Licence Agreement with Bursa Information. In the event the Redistributor has not signed the Information Services License Agreement with Bursa Information and the Redistributor commences Distributing the Market Information to third parties, the Subscriber shall be liable to pay for the fees that the Redistributor is liable to pay for the Distribution of the Market Information.
- 6.5 The Subscriber may in limited circumstances, and **SUBJECT ALWAYS** to the written approval of Bursa Information, Distribute or re-Distribute Market Information in Raw Data form as an alternative source to a third party, **PROVIDED ONLY** that all the following requirements are fulfilled:-

- 6.5.1 that the said third party is a company conducting its business in a country outside Malaysia or is a person ordinarily resident in a country outside Malaysia; and
- 6.5.2 that the said third party has entered into an Information Services Licence Agreement with Bursa Malaysia and is a Subscriber as defined therein, and
- 6.5.3 that the said third party is desirous of being provided Market Information in Raw Data form; and
- 6.5.4 that due to geographical restrictions, Bursa Information has agreed to so provide Market Information in Raw Data form to the said third party, via an alternative source.
- 6.6 Unless otherwise agreed to in writing between the Parties hereto, the Subscriber shall provide all information required by Bursa Information in respect of all means of Distribution or re-Distribution of Market Information for the purposes of the computation of any fees.
- 6.7 The Subscriber shall, at no cost to Bursa Information, arrange for the installation and maintenance of the necessary communication lines for the supply of the Market Information to Authorised Recipients (if any).
- 6.8 The Subscriber shall at its own expense and at all times take such steps as may be reasonably necessary to prevent any Unauthorised Use. The Subscriber shall make reasonable efforts to ensure that the Authorised Recipients use the Market Information in accordance with this Agreement. Bursa Information may at its sole discretion require the Subscriber to discontinue the supply of Market Information to any Authorised Recipient Location where an Authorised Recipient's use of the Market Information contravenes the terms and conditions of this Agreement.
- 6.9 Where the Subscriber obtains actual or constructive knowledge of or becomes aware that the Market Information Distributed or re-Distributed by the Subscriber is being obtained by persons or organisations other than Authorised Recipients, the Subscriber shall take all necessary steps to identify the source from which such Market Information was, or is, being obtained and shall confer with Bursa Information immediately as to the remedial action to be taken.
- 6.10 The Subscriber shall, on the written direction of Bursa Information at any time during the duration of this Agreement, cease providing Market Information in any form or format to any of its Authorised Recipients **PROVIDED ALWAYS** that Bursa Information shall not give such direction unless it knows or has reasonable grounds to suspect that such Authorised Recipient :-
 - 6.10.1 is contemplating acting or is acting in such a manner as to compete with the general or specific business or interest of the Exchange or Bursa Information; or
 - 6.10.2 has made or facilitated or intends to make or facilitate an Unauthorised Use of such Market Information; or
 - 6.10.3 is in breach of any term or condition of the subscriber agreement entered into with the Subscriber or is acting contrary to the Business Rules or the laws of Malaysia or the country in which the Authorised Recipient is resident.

For the purposes of Clause 6.10, Bursa Information's determination that it has reasonable grounds to suspect the existence of the matters set out in Clauses 6.10.1 to 6.10.3 shall be final and conclusive and shall not be open to challenge by the Subscriber.

- 6.11 The Subscriber will assume all credit risks arising from its agreements with its Authorised Recipients and shall be solely responsible for the collection of all fees and charges levied on Authorised Recipients by the Subscriber.

PART SEVEN – SUBSCRIBER’S REPORTS, AUDIT AND INSPECTION

- 7.1 The Subscriber shall, by the 14th day of the month during the term of this Agreement, provide to Bursa Information written reports (“the Monthly Reports”) advising Bursa Information in writing of the following details (including any changes thereto) for the preceding month:

7.1.1 the names and, where applicable, business addresses of all Authorised Recipients (if any) receiving the Market Information from the Subscriber;

7.1.2 where applicable, the address of each Authorised Recipient Location at which each Authorised Recipient has one or more Devices used at any time and from time to time to receive such Market Information; and

7.1.3 the number of Devices at each Authorised Recipient Location used at any time and from time to time to receive such Market Information;

PROVIDED THAT the first of such Monthly Reports required to be submitted by the Subscriber shall be made by the 14th day of the second month after the commencement of this Agreement.

- 7.2 Bursa Information may, upon giving the Subscriber seven (7) days prior notice in writing, audit the records and/or the Monitoring System of the Subscriber for the purpose of, inter alia, verifying and reviewing the accuracy and completeness of the Report(s) provided to Bursa Information, and to ensure that the Distribution or re-Distribution of the Market Information does not contravene any provisions of this Agreement and further to investigate any complaints which may have been received by Bursa Information against the Subscriber pertaining to the Distribution or re-Distribution of such Market Information.

- 7.3 The Subscriber, upon receipt of the notice given in Clause 7.2, shall make available for inspection all its books, records and files relating to any Authorised Recipient, the Market Information and the Distribution or re-Distribution thereof.

- 7.4 The cost of any audit conducted shall be borne by Bursa Information, unless the audit reveals that:-

- (a) Any of the Report(s) were materially incomplete, inaccurate or misleading; or
- (b) that there has been a breach by the Subscriber of the terms of this Agreement; or
- (c) that the complaint was found to be of merit;

in which case the Subscriber shall pay and bear the cost of the audit.

- 7.5 In any exercise of its rights under this Part 7, Bursa Information shall use all reasonable efforts to avoid interruptions to the Subscriber’s business operations and where applicable, comply with the Subscriber’s security procedures. The Subscriber hereby grants Bursa Information or its appointed auditors, officers, employees and agents an irrevocable continuing licence to enter the Subscriber’s premises or the Reception Point for the purpose of this Part 7.

- 7.6 The details required to be Disclosed by the Subscriber to Bursa Information in any report prepared under this Part 7 will be treated by Bursa Information as confidential and will not be Disclosed or released to any other person other than for the reasons stated in Part 13 and such details will not be used by Bursa Information for any purpose (other than monitoring the numbers and nature of Authorised Recipients and the fees properly payable by such Authorised Recipients or the enforcement of this Agreement) without the consent of the Subscriber, which consent shall not be unreasonably withheld.

PART EIGHT - NEW PRODUCTS AND PROMOTIONS

- 8.1 The Subscriber shall notify and obtain Bursa Information's consent in respect of any change in any existing products or launch of new products or services utilising, accessing, receiving, providing or displaying the Market Information in any way prior to the date upon which such products or services are introduced **PROVIDED** that the Subscriber shall only be required to disclose to Bursa Information such details as it discloses to its existing and prospective Authorised Recipients.

PART NINE - WARRANTIES AND INDEMNITIES

- 9.1 Bursa Information warrants in favour of the Subscriber that :
- 9.1.1 it has full legal authority and/or licence to Transmit Market Information and sublicense the usage thereof, as the case may be, and that the Subscriber in receiving or Distributing or re-Distributing Market Information in the same format will not, to the best of Bursa Information's knowledge and belief, infringe or authorise an infringement of any copyrights held by any third party;
 - 9.1.2 it shall employ trained and competent personnel and use all reasonable endeavours to devise, adopt and maintain operating systems designed to ensure:
 - (i) that Market Information shall be Transmitted to the Subscriber at all relevant times during the duration of this Agreement; and
 - (ii) that Market Information Transmitted to the Subscriber is accurate and complete in all material respects.
- 9.2 Unless otherwise caused by or arising out of the wilful default or gross negligence of the Subscriber, Bursa Information shall indemnify the Subscriber against all direct loss, damage, cost or expense arising out of all claims, actions or other legal proceedings against the Subscriber by any third party for the infringement of any proprietary rights or claims that the third party has to the Market Information, **PROVIDED ALWAYS** that:
- 9.2.1 the Subscriber promptly notifies Bursa Information of any such claim, including all particulars thereof;
 - 9.2.2 Bursa Information shall have exclusive conduct of the defence of the claim for which it has an obligation to provide indemnification, including the manner in which the claims is defended, the choice of defences raised, the choice of legal representation and the right to enter into any settlement or compromise thereof;
 - 9.2.3 in any such action or legal proceeding to which the Subscriber is made a party, the Subscriber shall permit Bursa Information to have full and unrestricted conduct of the defence in its name; and

- 9.2.4 the Subscriber shall cause, procure and ensure that its servants and agents provide all reasonable assistance and render full co-operation to Bursa Information in defence of such claim, action or legal proceeding.
- 9.3 Bursa Information may, in its absolute discretion, in the defence of any claim action or legal proceeding referred to in Clause 9.2:-
- 9.3.1 procure for the Subscriber any required licence, consent or authorisation necessary to permit the Subscriber to perform any act authorised by this Agreement; and/or
- 9.3.2 modify or replace or procure the modification or replacement of any part of the Market Information necessary to ensure that any alleged infringement is cured or prevented.
- 9.4 Notwithstanding anything to the contrary herein stated, neither Party shall be liable to the other Party for any indirect, special or consequential loss or damage including without limitation loss of profit, business revenue or goodwill or loss of data arising out of this Agreement. For the avoidance of doubt, any loss or damage suffered by Bursa Information arising from any unauthorised Distribution of the Market Information, including but not limited to loss or damage arising from Distribution of Market Information to a Redistributor that has not signed an Information Services License Agreement with Bursa Information, shall be claimable as direct damages and shall not be construed as consequential damages or any loss of profit, business revenue or goodwill. To the extent permitted by law, excluding any amounts due by the Subscriber to Bursa Information under this Agreement, under no circumstances will each party's liability under this Agreement exceed the total amount of fees paid by the Subscriber to Bursa Information during the last twelve (12) months preceding the event giving rise to liability, regardless of the cause or form of action.
- 9.5 Notwithstanding anything to the contrary stated herein, Bursa Information gives no warranty that the Market Information shall be complete, error-free or virus-free provided always that Bursa Information shall use its best endeavours to:
- 9.5.1 notify the Subscriber of errors or omissions in the Market Information (if any) as soon as it may be reasonably practicable; and
- 9.5.2 take all reasonable steps to correct such errors or omissions (if any).
- 9.6 Understanding and fully accepting without reservation that the Intellectual Property Rights in the Market Information is the exclusive property of the Exchange and/or Bursa Information, the Subscriber warrants that it shall not:
- 9.6.1 by any means whatsoever Disclose Market Information, to any person other than to employees of the Subscriber, an Authorised Recipient or in a manner permitted pursuant to this Agreement;
- 9.6.2 whether by itself or any employee, agent or any other person, process, Distribute or re-Distribute, store or deal with the Market Information in any other way whatsoever or facilitate any of the above unless in the ordinary course of the Subscriber's business and in accordance with the terms and conditions of this Agreement;
- 9.6.3 without the prior informed written agreement of Bursa Information, directly or indirectly, use Market Information or any part thereof in any deliberate attempt to establish, maintain or provide, or assist in establishing, maintaining or providing

any service, activity or facility which does not comply with the relevant laws and the Business Rules of the Exchange (for the time being and from time to time in force); and

- 9.6.4 use the Market Information to design, calculate, manage or promote any indices that compete with any indices owned or partially owned by Bursa Malaysia Berhad.
- 9.7 Unless otherwise caused by or arising out of the wilful default or gross negligence of Bursa Information, the Subscriber shall indemnify and keep Bursa Information fully indemnified against all loss, damage, costs and expenses which Bursa Information may suffer or incur as a result of any claim, action or legal proceeding made or commenced against Bursa Information by any Authorised Recipient and any damages or compensation awarded against Bursa Information in favour of any Authorised Recipient by any court or tribunal of competent jurisdiction, arising from, inter alia, any inaccurate, incomplete or misleading information howsoever occasioned in using, storing, processing, modifying, enhancing, reproducing or disseminating the Market Information by the Subscriber **PROVIDED ALWAYS** that:
- 9.7.1 Bursa Information promptly notifies the Subscriber of any such claim, action or legal proceeding including all particulars thereof;
- 9.7.2 the Subscriber shall have exclusive conduct of the defence of the claim for which it has an obligation to provide indemnification, including the manner in which the claims are defended, the choice of defences raised, the choice of legal representation and the right to enter into any settlement or compromise thereof;
- 9.7.3 in any such action or legal proceeding to which Bursa Information is made a party, Bursa Information shall permit the Subscriber to have full and unrestricted conduct of the defence in its name; and
- 9.7.4 Bursa Information shall cause, procure and ensure that its servants and agents provide all reasonable assistance and render full co-operation to the Subscriber in the defence of the claim.
- 9.8 The Subscriber shall not be entitled to any reduction or abatement in the fees payable hereunder by reason of the inability of Bursa Information to Transmit the Market Information or by reason of a breakdown or failure in any telecommunication or other transmission facilities for a continuous period not exceeding two (2) Business Days in any one calendar month.
- 9.9 Where such inability to Transmit the Market Information exceeds a continuous period of two (2) Business Days in any one calendar month, the fees due by the Subscriber for that month shall be reduced by an amount proportional to the period of the inability to Transmit the Market Information which exceeds two (2) Business Days.
- 9.10 Representations and agreements not expressly contained herein or incorporated herein by reference shall not be binding upon Bursa Information and the Subscriber as conditions, warranties or otherwise.
- 9.11 All other conditions, warranties and representations on the part of Bursa Information and Subscriber whether express or implied, statutory or otherwise, whether collateral or antecedent hereto or otherwise are hereby expressly excluded.
- 9.12 This Part 9 shall survive the termination of this Agreement.

PART TEN - DISPUTE RESOLUTION

- 10.1 If a controversy, dispute, difference or claim of any kind ("Dispute") arises out of or in connection with this Agreement (including any dispute as to its validity for any reason whatsoever, or for breach or termination of this Agreement or as to any claim in tort, in equity or pursuant to any statute) neither Party shall commence any court or arbitration proceedings relating to the Dispute unless it has complied with the following paragraphs of this Clause 10.
- 10.2 A Party claiming that a Dispute has arisen under or in connection with this Agreement must give written notice to the other specifying the nature of the Dispute ("Dispute Notice").
- 10.3 On receipt of the Dispute Notice by the other Party, the Parties must first endeavour in good faith and recognising their mutual obligations, to resolve the Dispute expeditiously through the process of mutual consultation and consent through the Parties' representatives.
- 10.4 In the event the Dispute is not resolved by the Parties through the medium of the Parties' representatives within seven (7) business days of the issue of the Dispute Notice or such further period as may be agreed by the Parties in writing, either Party may refer the Dispute by notice in writing to its senior officials ("Further Dispute Notice"). Upon receipt of a Further Dispute Notice the senior officials of both Parties shall meet within seven (7) business days to discuss the Dispute in good faith and endeavour to resolve the Dispute expeditiously.
- 10.5 In the event the Dispute is not resolved by the Parties within seven (7) business days of the issue of the Further Dispute Notice or such further period as may be agreed by the Parties in writing, either Party may serve a notice of arbitration ("Arbitration Notice") on the other Party (or if the Parties agree to resolve the dispute by way of mediation prior to initiating arbitration proceedings). The Arbitration Notice shall specify the nature of the Dispute, the points in issue and the Party's intention to refer the Dispute to arbitration. If the Parties fail to resolve the Dispute within a further period of seven (7) days from the date upon which the Arbitration Notice was served, either Party may request that the Dispute be referred to arbitration by written notice ("Referral Notice") referring to this Clause 10.5 to that effect to the other Party.
- 10.6 Disputes that are referred to arbitration shall be settled in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration. The Parties agree that Part III of the Arbitration Act 2005 shall apply. The arbitration shall be conducted in the English Language at Kuala Lumpur, Malaysia. The seat of arbitration shall be Malaysia. The arbitration shall be conducted by three (3) arbitrators. One arbitrator shall be appointed by each Party ("Appointed Arbitrator") within fourteen (14) days of receipt of the Referral Notice. If a Party fails to appoint an arbitrator within such fourteen (14) day period, such Party unconditionally and irrevocably agrees that the Appointed Arbitrator of the other Party shall be entitled to appoint an arbitrator for such Party. The Appointed Arbitrators shall appoint a third arbitrator within twenty eight (28) days of receipt by the Parties of the Referral Notice. Failing agreement by the Appointed Arbitrators on the appointment of the third arbitrator within such twenty eight (28) day period, the Parties agree that the Dispute shall be referred to a Court of competent jurisdiction for determination.
- 10.7 For the avoidance of doubt, this Part 10 shall not preclude the making of an application to any Court of competent jurisdiction in Malaysia for any claim for specific performance or injunctive relief.
- 10.8 For the avoidance of doubt any offers of settlement or any information disclosed by a Party on a "without prejudice" basis during the process of mutual consultation in accordance with

Clause 10.1 to Clause 10.4, shall be kept confidential at all times and shall not be used as evidence in any arbitration or legal proceedings whatsoever which have been initiated or contemplated by the Parties.

PART ELEVEN - TERMINATION

11.1 This Agreement shall continue in force for the duration, unless terminated by either Party pursuant to this Part 11.

11.2 Notwithstanding the commencement of any arbitration proceedings pursuant to Part 10, this Agreement may be terminated at any time by any Party giving three (3) months notice in writing to the other for any reason whatsoever, including but not limited to:

11.2.1 any change in the relevant and applicable laws and legislation governing the securities, derivatives, offshore and/or other relevant markets operated by the Exchange;

11.2.2 a change in government policy which effects the operation of securities, derivatives, offshore and/or other relevant markets operated by the Exchange and/or the Distribution or re-Distribution of Market Information;

11.2.3 a bona fide change in the policy of Bursa Information or the Exchange which materially affects its ability to continue with this Agreement;

11.2.4 a bona fide change in policy by the Subscriber which materially affects its ability to continue with this Agreement; or

11.2.5 an increase in fees payable by the Subscriber pursuant to a review by Bursa Information under Part 5.

whereupon, this Agreement will terminate on the date specified in such notice and the Subscriber shall forthwith cease to Distribute or re-Distribute Market Information in any form or format to any of its Authorised Recipients.

11.3 Bursa Information may, in addition to the right to terminate this Agreement in accordance with Clause 11.2, terminate this Agreement forthwith by notice in writing to the Subscriber if:

11.3.1 the Subscriber supplies Market Information, in whole or part, to any person other than in accordance with the provisions of this Agreement;

11.3.2 the particulars submitted in the Reports are false or misleading; or if the Subscriber has failed to make full or frank disclosure in any of the Report(s) whether such false or misleading particulars or failure were discovered pursuant to any audit and/or investigation carried out pursuant to Part 7 or otherwise.;

11.3.3 the Subscriber fails to pay the charges described in Part 5 within one (1) month of such charges falling due;

11.3.4 in the reasonable opinion of Bursa Information, the Subscriber is in breach of any material provision of this Agreement (other than the obligations imposed on the Subscriber under Part 5) at any time **PROVIDED ALWAYS** that Bursa Information shall have first served upon the Subscriber a notice in writing ("a default notice") specifying in reasonable detail the nature of the alleged breach and requiring the Subscriber to remedy or justify such breach within fourteen (14) days after receipt

of the default notice **AND** the Subscriber has failed to remedy or justify such breach to the satisfaction of Bursa Information within the time specified in the default notice;

- 11.3.5 in the reasonable opinion of Bursa Information, any act or omission by the Subscriber is considered likely to bring into disrepute the name or reputation (or both) of the Exchange or Bursa Information or the integrity of the markets operated by the Exchange from time to time or at any time **PROVIDED ALWAYS** that Bursa Information has first served upon the Subscriber a notice in writing ("a default notice") specifying in reasonable detail the alleged acts or omissions, requiring the Subscriber to rectify or justify those matters within fourteen (14) days after receipt of the default notice **AND** the Subscriber has failed to rectify or justify such acts or omissions to the reasonable satisfaction of Bursa Information within the time specified in the default notice.
- 11.4 Either Party may forthwith terminate this Agreement by written notice to the other if such other Party becomes bankrupt or if a winding up order has been made against it or it assigns its estate for the benefit of creditors or a receiver and/or manager has been appointed in respect of its assets or business or becomes subject to any compromise or arrangement for the purpose of any scheme for reconstruction or amalgamation.
- 11.5 Either Party may terminate this Agreement in accordance with Clause 14.3.
- 11.6 Subject to Clause 11.7, no Party shall have any claim against any other Party in respect of any termination of this Agreement pursuant to Clauses 11.2 or 11.4 and 11.5.
- 11.7 Notwithstanding anything to the contrary, express or implied, in this Agreement, the termination of this Agreement shall not prejudice or terminate any arbitration proceedings which may have been commenced before the date of any notice of termination given pursuant to Clause 11.2, or the rights of any Party to make a claim against any other in respect of its alleged breaches of the Agreement prior to the termination taking effect, or any other rights or obligations accruing before the date of termination.

PART TWELVE - NOTICES

- 12.1 Any notice required to be given under this Agreement by any Party to the other shall be deemed to have been duly served if delivered to or sent by facsimile transmission or by prepaid registered post, to the following addresses or such other address as a Party may in writing, notify the other from time to time.

Bursa Information:

Bursa Malaysia Information Sdn Bhd
15th Floor, Exchange Square,
Bukit Kewangan,
50200 Kuala Lumpur

Facsimile number:

Email address: customerservice@bursamalaysia.com

Subscriber:

The postal address, facsimile number and e-mail address appearing in Schedule 1.

- 12.2 A notice which is delivered or transmitted by facsimile shall be deemed served at the date of delivery or transmission (with confirmation of such delivery or transmission), and a notice which is posted shall be deemed served three (3) Business Days after the date of posting or the actual date of receipt, whichever is the earlier. A notice delivered by e-mail shall be deemed served on the date of the e-mail transmission.

PART THIRTEEN – CONFIDENTIALITY

- 13.1 In making the Market Information available to any one or more of its employees in any form or format, whether as Raw Data or in Processed Data form, the Subscriber shall at all times use its best endeavours to ensure that all its employees do not disclose such Market Information to any person other than an Authorised Recipient or to a duly authorised officer or representative thereof.
- 13.2 Each Party acknowledges that information of a confidential nature may be disclosed under this Agreement. Each Party undertakes to hold such information in confidence and shall not, without the consent of the other, Disclose such information to any third party nor use such information for any purpose other than in the performance of this Agreement.
- 13.3 The obligation of confidentiality imposed by this Agreement shall not apply to information that is in the public domain through no act or omission of any Party, or where such information is disclosed under a requirement or compulsion of law, a court order or a request by any recognised government or regulatory authority.
- 13.4 No public announcement, press release, communication or circular (other than to the extent required by law or regulation) concerning specific particulars of this Agreement shall be made or sent by either Party without the prior written consent of the other. Such consent shall not be unreasonably withheld.
- 13.5 This Part 13 shall survive the termination of this Agreement.

PART FOURTEEN – FORCE MAJEURE

- 14.1 For purposes of this Agreement, but not by way of limitation, “force majeure” shall mean any cause and/or delay beyond the reasonable control of a Party that prevents that Party from performing its obligations under this Agreement unless conclusive evidence to the contrary is provided and shall include Acts of God, lockouts, riots or civil unrest, sabotage, act of war or terrorism, destruction of essential equipment by fire, explosion, storm, lightning, sprinkler damage, flood, or earthquake, a change in the relevant laws, acts of government, and delay caused by failure or unavailability of essential services (including power supplies) or transport or communication failure, not within the reasonable control of both Parties.
- 14.2 In the event that any Party is temporarily delayed in the performance of its obligations under this Agreement by force majeure, this Agreement shall remain in suspense until the cause thereof has ceased **BUT** the Subscriber will continue to be liable to pay fees to Bursa Information in accordance with Part 5. In the event Bursa Information is unable to Transmit Market Information in accordance with this Agreement due to reasons of force majeure, and that inability extends beyond three (3) consecutive Business Days, then on each such occasion this Agreement shall remain in suspension until the cause of the inability has ceased **BUT** the Subscriber will not be required to pay fees until satisfactory Transmission has been recommenced.
- 14.3 In the event of force majeure having prevented either Party from performing its obligations

pursuant to this Agreement for a continuous period of seven (7) days or if these conditions, once having ceased, shall re-occur so that the condition of force majeure continues for an aggregate of fifteen (15) days in any three (3) month period, either Party may be entitled to terminate this Agreement by giving fourteen (14) days notice thereof to the other.

- 14.4 The failure or delay in performance by either Party in pursuance of this Part 14 shall not be deemed a breach of this Agreement, and neither Party shall be liable for any loss or damage suffered by the other arising therefrom **PROVIDED ALWAYS** that nothing herein contained shall affect any rights or obligations accrued or the rights of any Party to make a claim against the other in respect of any breaches occurring prior to the force majeure event.

PART FIFTEEN - GENERAL

- 15.1 This Agreement shall not confer any exclusive rights upon the Subscriber and Bursa Information expressly reserves the right to enter into any agreement, contract or arrangement with any other person for the purpose of Transmitting Market Information.
- 15.2 Subject to Clause 4.6, Bursa Information may in its absolute discretion enter into any agreement, contract, arrangement or understanding for the Transmission of Market Information for a fee to persons for their own investment, trading or business purposes from time to time and at any time during the duration of this Agreement on such terms and conditions as it sees fit. The obligations contained in this clause shall not be applicable to a Subscriber carrying out a telecommunications or telecommunications related business, the fees for which shall be determined by Bursa Information at its discretion on a case to case basis, and where applicable is as specified in Schedule 3 hereto.
- 15.3 This Agreement shall not be assignable by either Party without the prior written consent of the other.
- 15.4 This Agreement may only be amended, varied or modified or otherwise altered by a supplementary or collateral agreement or letter or memorandum in writing duly executed by both Parties.
- 15.5 This Agreement sets out the entire agreement between the Parties with respect to the Transmission of Market Information and the matters set out in this Agreement and supersedes all prior discussions between the Parties, and their employees or representatives or agents and all statements, representations, terms, conditions, warranties, guarantees, proposals, communications and understandings either given by or on behalf of Bursa Information or the Subscriber (including any quotation or specification), whether oral or in writing, in respect thereof.
- 15.6 It is intended that these terms and conditions shall be reasonable as between Bursa Information on the one hand and the Subscriber on the other having regard to the nature of this Agreement, but if at any time any term and condition of this Agreement is either unenforceable or void at law, such ineffectiveness shall not adversely affect or prejudice the other terms and conditions of this Agreement, and such offending term or condition shall be deemed to be excluded from this Agreement
- 15.7 This Agreement and the rights, duties, powers and obligations of the Parties arising from it shall be construed, interpreted, applied and enforced according to the laws of Malaysia and the Parties, subject to Clauses 10.6 and 10.7, hereby submit to the non-exclusive jurisdiction of the Courts of Malaysia.
- 15.8 The Parties to this Agreement expressly declare that the relationship between them (which

relationship is solely governed by this Agreement) is of a purely contractual nature and no inference is intended nor should it be construed by any person that the Parties are acting in concert as partners, or joint ventures or as principal and agent, in relation to any of the activities covered by this Agreement and neither Party has authority to pledge the credit of the other.

- 15.9 Any stamp duties payable in respect of this Agreement shall be borne by the Subscriber and each Party shall bear its own legal costs relating to the preparation and execution of this Agreement.
- 15.10 Unless otherwise specifically provided for herein, the failure or delay of any Party to enforce at any time any of the provisions of this Agreement, or the grant of any time or indulgence, shall not be deemed either a waiver of such provision or of the right of that Party thereafter to enforce each and every provision of this Agreement.
- 15.11 All disclaimers by and indemnities in favour of Bursa Information and Subscriber shall survive the termination, for any reason, of this Agreement.
- 15.12 Time shall be of the essence of this Agreement.

(the rest of this page is intentionally left blank)

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals to this agreement on the date herein before written

SIGNED by)
)
for and on behalf of)
Bursa Malaysia Information Sdn Bhd)
in the presence of:)

Name:
I.C. No:
Address:

SIGNED by)
)
for and on behalf of)
the **SUBSCRIBER**)
in the presence of:)

Name:
I.C. No:
Address:

SCHEDULE 1

SUBSCRIBER

Name of Subscriber :

Contact Address of Subscriber :

Telephone Number of Subscriber :

Facsimile Number of Subscriber :

**E-mail Address of Subscriber's
Authorised Contact Person** :

	Purpose of Market Information Subscription		Commencement date of service
(a)	For own personal or internal business use only	<input type="checkbox"/>	
(b)	For the Distribution, re-Distribution of Market Information Mode of Distribution: <ul style="list-style-type: none">• Internet <input type="checkbox"/>• Terminals <input type="checkbox"/>• Telecommunication – SMS, pagers <input type="checkbox"/>• Public display boards / monitors, TV walls <input type="checkbox"/>	<input type="checkbox"/>	
(c)	Website Ticker Service* <ul style="list-style-type: none">• subject to the terms and conditions in Schedule 3A.	<input type="checkbox"/>	

Effective Date of Agreement : **[INSERT DATE]**

SCHEDULE 1A

SUBSCRIBER'S AFFILIATES

1. Bursa Information hereby extends the licence granted in clause 3.1 of this Agreement (the "Licence") to the Subscriber's Affiliates for the provision of the Subscriber's Service internationally.
2. For the purposes of this Schedule 1A, "**Subscriber's Affiliates**" means any entity authorised by the Subscriber to Distribute the Market Information to Authorised Recipients as part of the Subscriber's Service and approved by Bursa Information, in its sole and absolute discretion, to be included and recognised as a Subscriber's Affiliate.
3. The following is a list of Subscriber's Affiliates recognised and approved by Bursa Information. This list may be amended from time to time by agreement between the Parties.

NO	COMPANY NAME	ADDRESS
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4. The Subscriber shall be responsible for the due compliance of the applicable terms and conditions of this Agreement by all the Subscriber's Affiliates, including but not limited to all terms and conditions in relation to the Licence and the Distribution of Market Information. The Subscriber shall fully indemnify Bursa Information in respect of any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which Bursa Information pays, suffers, incurs or is liable for in connection with a breach of this Agreement by the Subscriber's Affiliates or any negligent or otherwise wrongful act or omission of the Subscriber's Affiliates.
5. The Subscriber shall be responsible for the payment of all applicable fees in respect of the Distribution of Market Information by the Subscriber's Affiliates to Authorised Recipients and for the reporting of all information in relation to the Subscriber's Affiliates required by Bursa Information.

SCHEDULE 2

THE MARKET INFORMATION

NO	DESCRIPTION	LICENCED FOR	COMMENCEMENT DATE OF SERVICE
EQUITIES			
1a	Bursa Malaysia Real Time Equities Market Information		
1b	Bursa Malaysia Delayed Equities Market Information		
1c	Bursa Malaysia End of Day Equities Market Information		
DERIVATIVES			
2a	Bursa Malaysia Real Time Derivatives Market Information		
2b	Bursa Malaysia Delayed Derivatives Market Information		
2c	Bursa Malaysia End of Day Derivatives Market Information		

SCHEDULE 3

FEE SCHEDULE

Installation Fee	:	Prevailing charges as prescribed by the Exchange or Bursa Information
Deposit	:	3 x Distribution Licence Fee
Distribution Licence Fee	:	As per Price List
Variable Fee	:	The amount as calculated in accordance with the formula set out below.

The **Variable Fee** shall be applicable for each month and shall be calculated on the following basis:

As per Price List

SCHEDULE 3A

TERMS AND CONDITIONS FOR WEBSITE TICKER SERVICE

1. Only Subscribers to Bursa Malaysia Real Time Market Information are eligible to subscribe for the Website Ticker Service.
2. The Website Ticker Market Information are limited to the following types of Market Information and frequency:

Type of Market Information

- Last done price;
- Bid and ask price (1 level);
- Volume done;
- High/low price; and
- Bursa Malaysia Indices (excluding FTSE Bursa Malaysia Indices)

Frequency of Market Information

- Real time (live or streaming);
- Delayed (15 minutes); and
- End of Day

3. In consideration of the provision of Website Ticker Service by Bursa Information, the Subscriber shall pay the Website Ticker Service Fees stipulated in Schedule 3.
4. The Subscriber shall ensure that the Website Ticker Market Information is used solely for the purpose of a website ticker at a website nominated by an Authorised Recipient and disclosed to Bursa Information. For the avoidance of doubt, Website Ticker Service Fees shall be chargeable for each nominated website.

The display of website tickers by an Authorised Recipient on the Authorised Recipient's nominated website will not be construed as re-distribution of the Website Ticker Market Information.

SCHEDULE 3B

MODE OF PAYMENT

A. DISTRIBUTION LICENCE FEE

The Subscriber shall on or before the 1st day of each quarter (being the 1st day of January, April, July and October respectively) during the term of this Agreement, which for the purposes of this Agreement shall be deemed as the date on which payment from the Subscriber shall be due and payable, pay to Bursa Information in advance by remitting to such bank account as Bursa Information may nominate or in such other manner as may be determined by Bursa Information and notified to the Subscriber from time to time, the Distribution Licence Fee as stipulated in Schedule 3 herein.

B. VARIABLE FEES

The Subscriber shall, on or before the 14th day of each calendar month, submit to Bursa Information a completed Declaration in the form and containing the details as attached in Appendix 1 herein, together with the corresponding payment of the total Variable Fees payable to Bursa Information in respect of the preceding month.

C. WEBSITE TICKER FEES

The Subscriber shall, on or before the 14th day of each calendar month, submit to Bursa Information a completed Declaration in the form and containing the details as attached in Appendix 2 herein, together with the corresponding payment of the total Website Ticker Service Fees payable to Bursa Information in respect of the preceding month.

SCHEDULE 4

MODE OF DELIVERY

Transmission Point	Reception Point

APPENDIX 1

(to be taken, read and construed as an essential part of this Agreement)

**Monthly Declaration and Remittance of Bursa Malaysia Market Information
Variable Fee Form**

To : Head, Sales & Marketing
Bursa Malaysia Information Sdn Bhd

SUBSCRIBER _____

Declaration for _____ (Month) _____ (Year)

Type of Market Information Equities / Derivatives (Please delete whichever is inapplicable. Please use a separate form per type of market information)

Remittance Reference _____

NAME & ADDRESS OF AUTHORISED RECIPIENTS	REAL TIME DIISTRIBUTION					TOTAL (RM)
	VARIABLE FEE (RM)					
	Institutional AR	Retail AR	Public display	Telecommuni- cation		
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
TOTAL				GRAND TOTAL DUE RM		

I hereby certify that the above declaration is true and accurate for the purposes of computing the Variable Fee payable to Bursa Information. It has been prepared from, and is in agreement with the books or records of the Company.

NAME _____

DESIGNATION _____

DATE _____

SIGNATURE _____

NOTE

This declaration must be faxed to 603-2026 3699 by the 14th of each month for as long as this Agreement is still in force

