



HISTORICAL DATA SUBSCRIPTION FORM
(DISTRIBUTION NOT PERMITTED)

ATTN : **SVP, Market Data Licensing and Marketing**
 EMAIL : **infoservices@bursamalaysia.com**
 FAX No : **6-03-2026 3699**

For ISD Internal use only: -
Ref No:

SECTION A. PRODUCT DETAILS

PRODUCT CODE	PRODUCT DESCRIPTION	FREQUENCY	PERIOD		AMOUNT		REMARKS
		DAILY/ MONTHLY/ YEARLY/ LATEST	START DATE	END DATE	RM	USD	
Processing Fee RM100.00 <i>(Only applicable if total data cost is below RM1,000)</i>							
TOTAL AMOUNT							

SECTION B. SUBSCRIBER'S DETAILS

SUBSCRIBER	:	
CONTACT PERSON	:	
ADDRESS	:	
TEL NUMBER	:	
FAX NUMBER	:	
E-MAIL ADDRESS OF CONTACT PERSON	:	

SECTION C. AFFILIATES (IF ANY)

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SECTION D. DECLARATION AND AGREEMENT

I/We hereby declare that the information provided in this form is true and accurate and we agree to abide by all the terms and conditions stipulated in this Historical Data Subscription Form.

Signature of Authorised Signatory of Subscriber : _____

Name of Authorised Signatory of Subscriber : _____

Designation of Authorised Signatory of Subscriber : _____

Date : _____

EFFECTIVE DATE OF THIS SUBSCRIPTION ("Effective Date"): _____

TERMS AND CONDITIONS

1. Bursa Malaysia Information Sdn Bhd (BMISB) hereby grants the Subscriber and its affiliates (as stated in Section C) a non-exclusive and non-transferable licence to use the Historical Data for its own purpose during the term period as stipulated in **Section A** above ("Term").
2. The Subscriber and its affiliates may transmit, distribute, re-distribute or disseminate the Historical Data in softcopy or hardcopy format to any third party during the term period as stipulated in **Section A** above and shall be subject to payment of annual royalty fees to BMISB (150% of Subscription Fee) in addition to the Subscription Fees.
3. The Subscription period shall be for one (1) year as stipulated in **Section A** and upon expiry of the Term, the Subscriber is required to submit a new Subscription Form to BMISB.
4. The Subscriber acknowledges that the Intellectual Property Right in the Historical Data is the sole and absolute property of Bursa Malaysia Berhad and/or BMISB, as the case may be.
5. The Subscriber shall pay the Subscription Fees as stipulated in **Section A** from the Effective Date stipulated in Section D. The Subscription fees will be payable in full within seven (7) business days of the date of the invoice issued by BMISB. All fees paid are not refundable. The Subscriber agrees that interest for late payment of 1.5% per month may be imposed on any such late payment.
6. Upon payment of the Subscription Fees, BMISB shall transmit the Historical Data to the Subscriber via e-mail to one (1) e-mail address per Subscriber as stipulated in Section B above.
7. The Subscriber and its affiliates shall not use, transmit, distribute, re-distribute or disseminate the market information in any manner whatsoever that would tantamount to a violation of any law and shall indemnify BMISB and/or Bursa Malaysia Berhad (including its related companies, directors, connected parties and/or their employees) against any claims, suits, proceedings, expenses, losses, liabilities or damages as a consequence of any wrongful, illegal, infringing use of the Historical Data by the Subscriber and/or by its affiliates.
8. BMISB shall not be liable to the Subscriber and its affiliates for any indirect, special or consequential loss or damage including without limitation loss of profit, business revenue or goodwill or loss of data.
9. BMISB makes no representation and gives no warranty that the market information shall be complete, error-free or virus-free.
10. The Historical Data distributed, re-distributed or disseminated by the Subscriber and its affiliates shall be the true and accurate representation of the Historical Data received by the Subscriber and its affiliates.
11. The Subscriber and its affiliates shall not be entitled to any reduction in fees payable by reason of any inability of BMISB to send the Historical Data due to any break down or failure in transmission facilities.
12. BMISB reserves the right to make amendments and/or changes to this Subscription and BMISB shall inform the Subscriber in writing of the intended changes two (2) months prior to the date when the said changes would take effect in the said Subscription.
13. Each party agrees and undertakes with each other to protect the Confidential Information of the other party using not less than the standard of care which it treats its own Confidential Information (but in no event less than reasonable care) and shall ensure that the Confidential Information of the other party is stored and handled in such a way as to prevent unauthorised disclosure. Each party shall use its best efforts to limit dissemination of the Confidential Information to its and its related corporations' employees, consultants, officers, agents or sub-contractors (hereinafter collectively referred to as "**Permitted Persons**") to whom disclosure is necessary for each of them to perform its duties under this Subscription. Each party shall impose the above obligation of confidentiality on their Permitted Persons. This obligation on confidentiality shall survive the termination of this Subscription.
14. The foregoing obligations shall not apply, however, to any part of the Confidential Information which (a) was already in the public domain or becomes so through no fault of the recipient party (b) is approved for release by prior written authorization by the disclosing party (c) is required by law or regulatory or other authority to be disclosed. This clause shall survive the expiration or termination of this Subscription until such time the Confidential Information comes to the public domain through no fault of the recipient party. Each party further agrees, upon termination for whatever cause of this Subscription to forthwith return to the other upon request all documents and any materials received in connection with this Subscription containing any of the Confidential Information of the other party.
15. Bursa Malaysia Berhad and/or BMISB shall under no circumstances be liable to us or any third party for any loss and/or damages (including but not limited to, direct, indirect, special, consequential, incidental, or punitive damages whatsoever or any lost profits or lost opportunity), even if Bursa Malaysia Berhad and/or BMISB has been advised of the possibility of such loss and/or damages.
16. This Subscription may be terminated at anytime (a) by either party, by written notice in the event that the other party commits a material breach hereof and, if such breach is capable of cure, such other party fails to cure such breach within thirty (30) days from receipt of such notice or even where cured there is persistent subsequent breach, or (b) by either party upon written notice in the event of the bankruptcy, voluntary or involuntary liquidation, insolvency or appointment of a receiver for any of the properties or assets of the other party without the necessity of a cure period (c) by BMISB giving the Subscriber thirty (30) days notice in writing.
17. Any termination of this Subscription shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
18. This Subscription is governed by the laws of Malaysia and the parties shall submit to the non-exclusive jurisdiction of the Malaysian courts.
19. Fees payable to Bursa Information by the Subscriber pursuant to this shall be net and free of all and any consumption, sales, turnover, withholding 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 Terms and Conditions.
20. We further agree to the following:
 - (a) This Subscription (including any schedules, appendices or exhibits referred to herein or therein and attached hereto or thereto), each of which is incorporated herein or therein (as the case may be) embodies the entire Subscription between the Subscriber and BMISB relating to the subject matter hereof and supersedes all prior Subscription s and arrangements between the parties and there are no promises, terms, conditions, or obligations, oral or written expressed or implied other than those contained herein and therein.
 - (b) Neither party may assign this Subscription or any part thereof without the prior consent of the other party.
 - (c) No failure or delay on the part of either party to exercise any right, power or remedy under this Subscription shall operate as a waiver or acquiescence thereof, nor shall any single or partial exercise by either of the parties of any right, power or remedy preclude the exercise of any further or other right, power or remedy. The rights, powers and remedies provided herein are cumulative and are not exclusive of any other rights, powers or remedies.
 - (d) Any provision of this Subscription prohibited or unlawful or becomes unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Subscription and rendered ineffective in so far as is possible without affecting the legality, validity and enforceability of the remaining provisions of this Subscription. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties to the full extent permitted by such law to the end that this Subscription shall be valid, binding and enforceable in accordance with its terms.
 - (e) Those clauses which by their nature would survive the termination of this Subscription shall so survive.
 - (f) For the purposes of this Subscription, time shall be of the essence.



(APPLICABLE TO COMPANIES INCORPORATED IN MALAYSIA ONLY)

1	Please tick (✓) where applicable	The Subscriber is:-
1.1		a company listed on Bursa Malaysia Berhad.
1.2		a Market Participant of Bursa Malaysia eg. Participating Organisation, Trading Participant, Authorised Depository Agent or Clearing Participant.
1.3		an Advisor / Sponsor registered with Bursa Malaysia or an adviser who has given an undertaking to comply with the Listing Requirements of Bursa Securities.
1.4		none of the above.
2	Please tick (✓) where applicable	The Subscriber is a holding company or a subsidiary of :-
2.1		a company listed on Bursa Malaysia Berhad. Name of related company listed on Bursa Malaysia Berhad
2.2		a Market Participant of Bursa Malaysia eg. Participating Organisation, Trading Participant, Authorised Depository Agent or Clearing Participant. Name of related company listed on Bursa Malaysia Berhad
2.3		an Advisor / Sponsor registered with Bursa Malaysia or an adviser who has given an undertaking to comply with the Listing Requirements of Bursa Securities. Name of related company listed on Bursa Malaysia Berhad
2.4		none of the above.
<p><u>DECLARATION</u></p> <p>We hereby:</p> <ul style="list-style-type: none"> • Affirm that all the information stated in this form is true and correct; • Undertake to notify Bursa Malaysia Information Sdn Bhd (BMISB) of any change of particulars or information provided by us in this form. <p>.....</p> <p>SIGNATURE OF AUTHORISED SIGNATORIES / COMPANY STAMP</p> <p style="text-align: right;">..... DATE</p>		