

MARKET DATA APPLICATION FORM – INDEX SUBSCRIPTION BUNDLE

Instructions:

- 1.0) Completely accomplish the Data Feed Application Form.
- 2.0) Upon completion, email the scanned document to <u>market.data@pse.com.ph</u>. All documents sent via email must be in .pdf format.
- 3.0) The PSE will collect, record, retain, use, store, disclose, dispose, and process the personal information of the representative, contact person of service facilitators, primary contact, contact persons for billing, technical, and notices, and authorized signatory of license agreement for the purpose of this Index Subscription Bundle Form and for purposes relevant or incidental thereto. The personal information consists of their names, business and email addresses, telephone, fax, and mobile numbers, designations, and signature. They have the rights of the data subject provided under the Data Privacy Act such as the right to be informed of such processing, rights to access, correct, object, withdraw, erase, data portability, file complaint, and right to damages. They should be aware that there are risks involved in the processing of their personal information. For the safeguards adopted to protect their personal information, kindly visit our website www.pse.com.ph for the Privacy Policy. To update, correct or access such personal information, they may contact the PSE at dataprivacy@pse.com.ph or our Data Protection Officer at the said email address for any concern.

DATA REQUIREMENTS				By Subscriber 'Indefinite" for on a continuing asis
DATA DESCRIPTION	ONE-TIME CHARGE	ANNUAL SUBSCRIPTION (VAT exclusive)	COVERAGE PERIOD	
			FROM	TO (*)
 PSEi End-of-Day file in *.txt format sent daily via FTP E-mail announcements on index recomposition and rebalancing Quarterly index free float report 	USD 500.00	USD 500.00		

SUBSCRIBER INFORMATION

Company Name				
Principal Business Address				
Tel. No.			Fax No.	
Company URL				
Contact Information				
	Authorized Signatory	Primary Contact	Billing	



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Name		
Designation		
Address		
Telephone No.		
Fax No.		
Mobile No.		
Email Address		



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TERMS AND CONDITIONS

- 1. The data and contents found in the Index Subscription Bundle ("Index Bundle"), including all intellectual property rights over the same, are the exclusive property of The Philippine Stock Exchange, Inc. (PSE).
- 2. Subscription fee shall be included in the trading participant's invoice issued by PSE.
- 3. PSE reserves the right to amend its subscription fees upon thirty (30) day prior written notice to existing Subscribers.
- 4. Coverage periods of less than a year shall be pro-rated based on 360 days. Coverage periods spanning several years shall be billed every calendar year. If Subscriber specifies "Indefinite" in the "To" column of the Coverage Period, or leaves the same blank, PSE construes this to be subscription on an on-going basis. In such case, the Subscriber may terminate its subscription by notifying the Head of PSE Market Data Business Department in writing of its intention to terminate the subscription at least thirty (30) days prior to preferred date to end the subscription.
- 5. The Index Bundle is strictly for personal or internal business use only. Subscribers, including its subsidiaries or affiliates, are not permitted to transmit, distribute, re-distribute or disseminate the Index Bundle and/or its contents in any format, or any data derived therefrom to third parties including distribution through display of the Index Bundle in web pages without the benefit of an access control mechanism approved in writing by the PSE after inspection thereof.
- 6. PSE reserves the right, at its discretion, and whether for cause or without, to modify Index Bundle, in whole or in part, or to discontinue the product / service altogether, upon written notice to the Subscriber. Subscribers who are notified that they are no longer allowed to receive Index Bundle shall be given a refund corresponding to the unused portion of the subscription already paid for the year.
- 7. The PSE shall not be liable to the Subscriber for any indirect, special or consequential loss or damage including without limitation loss of profit, business revenue, goodwill or loss, corruption of or error in data resulting from use or reliance on the Index Bundle.
- 8. PSE makes no representation and gives no warranty that the contents of the Index Bundle are complete, or error-free, or fit for a specific purpose.
- 9. The Subscriber shall not be entitled to any remuneration by reason of the inability of PSE to send the Index Bundle due to any breakdown of the PSE trading system or failure in its computer or transmission facilities or those of third parties, if the latter is used by the PSE.
- 10. The Subscriber agrees that for any and all breach or violation of the foregoing, PSE shall impose the appropriate fines and penalties against Subscriber, without prejudice to other remedies available to the PSE to protect its interests. Any issue that may arise in connection with this Subscription Agreement shall first be resolved amicably by the parties within ten (10) business days. If the issue remains unresolved it shall be submitted for arbitration at the Philippine Dispute Resolution Center, Inc. in Metro Manila, Philippines. Costs of arbitration shall be determined by the arbitrator.

I hereby declare that all the information above is correct and complete. I further certify that all the individuals mentioned above and I consent to the collection, recording, storage, use, disposal, disclosure, and processing by the PSE of our personal information provided in this form for the purposes stated herein.

Authorized Representative Signature over Printed Name	Date
Designation	