

LICENSE AGREEMENT

THIS AGREEMENT is entered into by and between **REPORTAL, Sdn Bhd**, a Malaysian limited liability corporation, with offices at Level 10, Tun Jugah Tower, 18 Jalan Tunku Abdul Rahman, 93100 Kuching, Sarawak, Malaysia (hereinafter "Reportal") and [subscriber details] (hereinafter "[insert].").

1. DEFINITIONS

- 1.1 "Annual Reports" means financial reports issued periodically by publicly traded companies worldwide in accordance with regulatory requirements, including but not limited to, Annual Reports, Interim Financials, IPO's, and Corporate and Social Responsibility Reports.
- 1.2 "Current Year Documents" are the most recently filed documents attributable to companies in the Reportal Library which shall be defined to mean documents which have (i) a Document Date (defined below) of January 1, 2009 or later, and (ii) a Receipt Date (defined below) of January 1, 2010 or later.
- 1.3 "Document Date" is the fiscal period end date of an Annual Report in the Reportal Library, expressed in dd/mm/yyyy format.
- 1.4 "Receipt Date" is the date on which Reportal adds an Annual Report to the Reportal Library, expressed in dd/mm/yyyy format.
- 1.5 "Effective Date" shall mean [insert].
- 1.6 "Reportal XML API Feed" is the programming interface that enables Reportal data customers to search for and retrieve documents from the Reportal Library.
- 1.7 "[subscriber] Product Platforms" are all product platforms that are wholly owned by [subscriber].
- 1.8 "Reports Library" means Reportal's collection of Annual Reports from publicly-traded companies more particularly described in **Exhibit A**.

2. BACKGROUND

- 2.1 Reportal is in the business of collecting, indexing, and compiling hard copy and Portable Document Format (PDF) versions of publicly traded companies' annual reports into an online reports library, a listing of which is attached hereto as **Exhibit A**.
- 2.2 The reports are fully indexed and searchable, and Reportal allows users of its online service (www.reportal.com) to search for, retrieve, and download PDF versions of all filings in the Reports Library using a proprietary search and retrieval technique.
- 2.3 [subscriber] desires to purchase the Current Year Documents from the Reports Library for use in its products and services.
- 2.4 [subscriber] will retrieve the Current Year Documents from the Reports Library by use of the Reportal XML API Feed.

3. GRANT

Reportal hereby grants to [subscriber], a non-exclusive, non-transferable limited license to purchase the Current Year Documents from the Reportal Library and retrieve them via the Reportal XML API Feed, subject to the terms and conditions of this Agreement.

4. TERM

4.1 The term of this Agreement shall be for three (3) years, commencing on the Effective Date and expiring on January 31, 2013 ("Initial Term"), with automatic renewals as set forth below, unless otherwise terminated in accordance with the terms set forth in Paragraph 6, hereunder.

4.2 Upon the completion of the Initial Term and any Renewal Terms, this Agreement shall automatically renew additional one (1) year term (individually, "Renewal Term" and collectively, "Renewal Terms"), unless otherwise terminated in accordance with the terms set forth in Paragraph 6, hereunder.

5. CONFIDENTIALITY.

5.1. Both parties acknowledge that, from time-to-time, they may be exposed to certain information concerning each other's business that may be the other party's confidential and proprietary information and not generally known to the public. Both parties will take appropriate steps to protect such Confidential Information from unauthorized disclosure, will not disclose such Confidential Information to any third party, and will not use any Confidential Information, other than as authorized by this Agreement, without the prior written consent of the other party. Both parties' obligations with respect to Confidential Information shall continue for three (3) years from the date of termination of this Agreement, or until such information becomes publicly known other than by breach of this Agreement by [subscriber], whichever occurs first.

5.2. The parties agree not to discuss or reveal the terms and conditions of this Agreement with anyone other than (a) employees of their business who acquire knowledge of such terms and conditions in the ordinary course and scope of their employment; (b) agents (including either parties' underwriters of securities and their counsel), consultants and advisors (including legal counsel, accountants and management consultants), whose assigned duties reasonably require that such disclosure be made or the extent that such disclosure is reasonably necessary; and (c) regulatory authorities.

5.3. Both parties agree to use reasonable endeavors to provide the party whose Confidential Information will be disclosed ("Disclosing Party") with prompt written notice if the other party becomes legally compelled to disclose any of the Confidential Information, so that the Disclosing Party may seek a protective order or other appropriate remedy. If such order or remedy is not available in time, the obligation of confidentiality will be waived only to the extent necessary to comply with governing law.

5.4 The parties agree that Confidential Information shall not include information that: (i) is publicly known at the time of its disclosure to recipient or becomes publicly known through no fault of the recipient, (ii) is lawfully received by recipient from a third party not bound in a confidential relationship to the Disclosing Party, (iii) is published or otherwise made known to the public by the Disclosing Party, or (iv) was already known by recipient at the time of disclosure by the Disclosing Party, as provable by recipient's written records; provided, however, that before making any use or disclosure in reliance on one of these exceptions, recipient shall give the Disclosing Party at least ten (10) business days' prior written notice specifying the applicable exception(s) and circumstances giving rise thereto.

6. TERMINATION

6.1. This Agreement shall terminate upon the occurrence of any of the following events:

6.1.1. For Breach.

This Agreement may be terminated by either party for breach of one or more of the terms of this Agreement upon thirty (30) days' prior written notice to the other party, which such notice shall specify the term or terms allegedly breached; provided however, if the party receiving such notice shall cure and remedy such breach within the thirty (30) day notification period, such notice of termination shall be null and void and this Agreement shall continue

in full force and effect. In the event one party breaches and subsequently cures one or more of this Agreement's terms on more than three (3) occasions, the non-breaching party reserves the right to terminate this Agreement even where the breaching party has cured the breach on each occasion.

- 6.1.2. **Automatic Termination.** Notwithstanding anything contained in this Agreement to the contrary, including the provisions contained in Section 6.1.1 above, this Agreement shall terminate automatically, with no further action by either party, if: (a) a receiver is appointed for either party or its property; (b) either party makes an assignment for the benefit of its creditors; (c) any proceedings are commenced by, for, or against either party under any bankruptcy, insolvency, or debtor's relief law for the purpose of seeking a reorganization of such party's debts, and such proceedings is not dismissed within ninety (90) calendar days of its commencement; (d) either party is liquidated or dissolved, or (e) either party breaches a term of Section 5 hereinabove, and the non-breaching party, in its sole discretion, deems the disclosure unable to be remedied.
- 6.1.3. **Mutual Agreement.**
This Agreement shall terminate upon mutual agreement of the parties, which accord shall be in writing.
- 6.1.4. **Waiver of Renewal.** Either party's decision not to renew this Agreement upon the expiration of the term or then applicable renewal term provided notice of such decision is delivered to the other party no later than ninety (90) days prior to the expiration of the term or then applicable renewal term.
- 6.1.5. **Significant Reduction of Coverage or Data Quality.** This Agreement may be terminated by [subscriber] upon thirty (30) days' prior written notice if Reportal intentionally, and permanently reduces the number of companies covered in the Reports Library to fewer than 24,000 companies, or if Reportal changes its data format for the majority of filings in the database, as further described in Exhibit A.

7. CONSIDERATION

- 7.1 The annual price for [subscriber]'s access to Current Year Documents from the Reportal Library is [insert] which shall be paid by [subscriber] to Reportal in four quarterly installments of [insert]. The first (1st) installment shall be due payable in full no later than 30 days following the Effective Date of this Agreement.
- 7.2 Interest at the rate of one and one-half percent (1.5%) per month on amounts due and owing shall be assessed from the due date until paid on all payments that are more than fifteen (15) days in arrears. Such interest shall likewise be assessed against any taxes due and owing pursuant to Article 8 hereof. In the event Reportal commences collection efforts against [subscriber] for any amounts due and owing hereunder, [subscriber] hereby agrees to reimburse Reportal for any costs and expenses incurred by Reportal (including without limitation attorneys' fees) arising out of or in connection with such collection efforts.

8. TAXES

- 8.1 [subscriber] shall pay all taxes however designated, and any amount legally levied instead of taxes, that result from this Agreement, except for taxes on Reportal' net income. [subscriber] shall pay all taxes directly, except where such assessment is transmitted directly to Reportal, in which case, [subscriber] shall reimburse Reportal the full amount paid on its behalf within thirty (30) days of Reportal' transmission of the bill for same.
- 8.2 If [subscriber] claims exemption from any taxes resulting from this Agreement, [subscriber] will provide Reportal with documentation required by the taxing authority to support such exemption.

9. THIRD PARTY INDEMNIFICATION

- 9.1 Should any material or information furnished to [subscriber] under this Agreement, in any manner whatsoever, become, or in Reportal' opinion be likely to become, the subject of a claim for infringement, Reportal may authorize the continued use of, replacement of, modification of, or as a last resort, removal of, such material or information to render it non-infringing and in such event the parties shall negotiate an appropriate adjustment to the fees payable hereunder. If in [subscriber]'s reasonable opinion any such replacement, modification or removal of such material or information materially degrades the quality of the license granted hereunder, [subscriber] shall have the right to terminate this Agreement upon prior written notice to Reportal.

- 9.2 Provided [subscriber] notifies Reportal promptly in writing of such claim of infringement or action and permits Reportal to participate fully in the defense and settlement thereof, Reportal will indemnify and defend [subscriber] against any claim or action brought against [subscriber] based on, as a result of, or in connection with: (a) any act or omission of Reportal; (b) any defect or mistake in the materials or information furnished hereunder to [subscriber]; (c) any claim that any material or information furnished hereunder to [subscriber], and used within the scope of this Agreement, infringes any patent, copyright, or other rights of any third party, or, (d) any material published by [subscriber] at the request of Reportal. Reportal will pay any costs, damages and reasonable attorneys' fees awarded against or incurred by [subscriber] with respect to any such claim or action.
- 9.3 Provided Reportal notifies [subscriber] promptly in writing of such claim of infringement or action and permits [subscriber] to participate fully in the defense and settlement thereof, [subscriber] will indemnify and defend Reportal against any claim or action brought against Reportal based on, as a result of, or in connection with: (a) any act or omission of [subscriber]; or, (b) any claim that any material or information furnished hereunder to [subscriber], and subsequently modified by [subscriber], and used within the scope of this Agreement, infringes any patent, copyright, or other rights of any third party. [subscriber] will pay any costs, damages and reasonable attorneys' fees awarded against or incurred by Reportal with respect to any such claim or action.

10. TRANSFERABILITY OF LICENSE

Reportal may assign this Agreement to any subsidiary or affiliate or entity owned or controlled by Reportal without regard to the jurisdiction of incorporation of said subsidiary, affiliate or entity, or pursuant to any merger, consolidation or other reorganization, without [subscriber]'s consent, upon written notice to [subscriber]. [subscriber] may assign this Agreement, upon prior written notice to Reportal. An assignee of either party, if authorized hereunder, shall be deemed to have all of the rights and obligations of the assigning party set forth in this Agreement. It is understood that no assignment shall release the assigning party from any of its obligations hereunder. Should [subscriber] assign this Agreement to another party, any rights it has in any licensed materials ceases immediately upon such assignment and transfers to the licensee.

11. NOTICE OF STATEMENTS AND REPORTS

All notices of statements and reports required by this Agreement, or any other notices or communications required or permitted pursuant to this Agreement, shall be in writing and sent to Reportal and [subscriber] at their addresses first above written unless changed from time to time, in which event each party shall promptly notify the other in writing of such change, and all notices, statements and reports in connection with this Agreement thereafter shall be sent to the addresses then prevailing. Notices shall be sent postage prepaid and shall be given by Federal Express, DHL or other reputable next day courier service or by registered or certified mail, postage prepaid, with return receipt requested, or via facsimile, with transmission confirmation and shall be deemed effective and received upon date of delivery.

12. MISCELLANEOUS

- 12.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements and understandings.
- 12.2. Independent Contractor. The parties hereto are independent contractors with respect to each other. Each party is not and shall not be deemed to be an employee, agent, partner or legal representative of the other for any purpose and shall not have any right, power or authority to create any obligation or responsibility on behalf of the other.
- 12.3. Governing Law. As permitted by law and dictated by the rules of civil procedure, the laws of Malaysia shall govern the validity of this Agreement, its interpretation, performance and remedies for contract breach or any other claim related to this Agreement, without regard to any conflicts of law provisions that would apply the law of another jurisdiction. All actions and proceedings relating to the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of Sarawak, Malaysia.
- 12.4. Modification/Severance/Waiver. This Agreement may be amended or modified only by a separate writing signed by both parties hereto. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the same shall not affect any of the other portions of this Agreement. Failure

or delay by either party in exercising any right or power hereunder shall not operate as a waiver of such right or power. No waiver shall be effective unless it is in writing. The failure of either party to require performance under any provision of this Agreement shall in no way affect the right of such party to require full performance at any subsequent time, nor shall the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.

- 12.5. Force Majeure. Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, flood, civil commotion, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed; provided that such party uses commercially reasonable efforts to reduce and eliminate any such delay or interruption. If the Force Majeure event continues beyond thirty (30) days, the party to whom the obligation is owed may cancel this Agreement on written notice to the other party to be given while the Force Majeure event is continuing.
- 12.6. Warranty.
[subscriber] warrants that it has full authority and right to enter into this Agreement. Reportal warrants that it has full authority and all rights necessary to enter into this Agreement and provide to [subscriber] the license granted hereunder.
- 12.7. Prevailing Party. If any action is brought to enforce this Agreement or any provision thereof, the prevailing party, whether Reportal or [subscriber], shall be entitled to an allowance for reasonable attorney fees, plus costs of suit.
- 12.8. Consequential Damages.
REPORTAL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED. IN NO EVENT SHALL REPORTAL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INDIRECT DAMAGES, OR FOR "LOST PROFITS" EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
- 12.9. Survival. Paragraphs 2.6, 5, and 10 shall survive the cancellation, expiration, or other termination of this Agreement.
- 12.10. Binding Effect.
This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and representatives.
- 12.11. Non-Binding.
This Agreement shall not be binding on either party until it is formally accepted by both parties, and a fully executed copy of the Agreement has been delivered to each party.
- 12.12. Section Headings.
The section headings contained in this Agreement are for purposes of reference only and shall not be used to interpret or construe the provisions of this Agreement.
- 12.13. Authority To Enter Into Agreement.
Each of the parties covenants and represents in respect of itself that it is authorized to enter into this Agreement and that in so doing it is not in violation of the terms or conditions of any contract or other agreement to which it may be a party.

WHEREFORE, the parties have caused their authorized representatives to execute this Agreement as of the dates specified below:

REPORTAL Sdn Bhd

Signature : _____

Name : _____

Title : _____

Date : _____

Tax ID. : _____

[SUBSCRIBER]

Signature : _____

Name : _____

Title : _____

Date : _____

Tax ID. : _____

EXHIBIT A

Description of the Reports Library

Reportal is in the business of collecting, indexing, and compiling hard copy and native Portable Document Format (PDF) versions of publicly traded company's Annual Reports into an online Reports Library ("Reports Library"). Companies included in the Reports Library are those included in the Stock Indices below, as a minimum coverage population:

North America:

US Fortune 1000
US Russell 3000
Canada TSE 300 Composite

Europe:

London FTSE 350
London FTSE TechMark 100
Paris CAC 40
Paris SBF 250
Frankfurt DAX 100
Swiss SMI Index
Swiss SMNI Index
Madrid Ibex 35
Madrid IGBM
Milan MIB 30
Milan Midex
Luxembourg Lux Index
Helsinki HEX 20
Oslo OBX Index
Copenhagen KFX Index
Copenhagen KFMX Index
Copenhagen KVVX Index
Stockholm OMX Index
Stockholm A-List Index
Stockholm O-List Index
Vienna ATX Index
Vienna ATX Midcap
Ireland ISEQ
Belgium Bel-20
Amsterdam AEX
Amsterdam AEX Midcap
Lisbon BVL 30
Prague PX50
Warsaw WIG 20

Pacific Rim:

Australia ASX 100
New Zealand NZSE 40
New Zealand NZSE Midcap
Japan S&P/Topix 150
Japan Nikkei 225
Hong Kong HKSE Hang Seng
Hong Kong HKSE Hang Seng Midcap 50
Malaysia KLSE Composite Index
Singapore DBS 50
Singapore ST Index
South Korea Kospi 50
Taiwan Dow Jones Global Taiwan Index – Large Cap
Thailand SET 50
Philippines PSE Composite

Latin America

Mexico INMEX Index
Colombia IBB Index
Venezuela IBC Index
Chile IGPA Index
Argentina Merval Index
Brazil – Bovespa Index

Middle East & Africa:

Israel – TA 100 Index
South Africa – JSE 150

Global Indices
MSCI(DM) Developed Markets
MSCI (EM) Emerging Markets
MSCI (FM) Frontier Markets