

**WEBSITE LINKING LICENCE AGREEMENT** dated

**BETWEEN**

**BURSA MALAYSIA INFORMATION SDN BHD**

**AND**

**SUBSCRIBER NAME**

## WEBSITE LINKING LICENCE AGREEMENT

This Website Linking License Agreement ("Agreement") is dated

### BETWEEN

**BURSA MALAYSIA INFORMATION SDN BHD** (Company No. **198601003802 (152961-H)**), a company incorporated in Malaysia and having its registered address at 15th Floor Exchange Square, Bukit Kewangan, 50200 Kuala Lumpur (hereinafter referred to as "BURSA INFORMATION"), its successors in title and lawful assigns;

### AND

**SUBSCRIBER NAME** (Company No. **XXXXXXXX**) a company incorporated in Malaysia and having its registered address at **COMPANY REGISTERED ADDRESS** (hereinafter referred to as "the Subscriber"), its successors in title and lawful assigns.

### WHEREAS

- A. **BURSA MALAYSIA BERHAD** (Company No : 30632-P) a company incorporated in Malaysia and having its registered address at 15<sup>th</sup> Floor, Exchange Square, Bukit Kewangan, 50200 Kuala Lumpur, Malaysia, the holding company of **BURSA INFORMATION**, is the owner of a site in the World Wide Web and located at the domain address [www.bursamalaysia.com](http://www.bursamalaysia.com) (hereinafter referred to as "the Website");
- B. **BURSA INFORMATION** has been duly authorised by **BURSA MALAYSIA BERHAD** to operate and commercialise all matters pertaining to the Website on behalf of **BURSA MALAYSIA BERHAD**;
- C. The Subscriber is the owner and operator of a site on the World Wide Web and located at the domain address <https://www.xxx.com> (hereinafter referred to as "the Subscriber's website");
- D. The Subscriber is desirous of obtaining and **BURSA INFORMATION** is willing to grant to the Subscriber a licence for the access to and use of the Website by the Subscriber in the manner as stipulated and upon the terms and conditions as contained herein.

### NOW IT IS HEREBY AGREED AS FOLLOWS:

#### 1. LICENCE

- 1.1 In consideration of the payments to be made by the Subscriber to **BURSA INFORMATION** as described in Schedule 1 (hereinafter referred to as "Licence Fee"), in accordance with the terms hereinafter contained, **BURSA INFORMATION** hereby grants to the Subscriber non-transferable and non-exclusive licence ("the Licence") to provide access to the Website and materials displayed and contained in the Website, which may include (without limitation) all information, data, materials, graphics, price or other information as well as any software programs available on or through the Website therein as detailed in Schedule 1 (hereinafter referred to as "the Contents") from the Subscriber's website whether by (including but not limited to) hyper-linking, deep-linking or framing.
- 1.2 The Licence herein is granted for the use by the Subscriber in the mode, manner and purpose as more particularly described in Schedule 1 hereto, and subject to the terms and conditions hereinafter set forth.

- 1.3 The Licence herein shall be limited to and is granted solely for access to the Content via the Subscriber's website being the official website or identified webpage of the Subscriber.
- 1.4 Notwithstanding other provisions herein contained, the Subscriber shall not use the Licence or Contents for purposes of creating any commercial or other products, whether (tradable or otherwise), for other commercial purposes or otherwise (which in the opinion of BURSA INFORMATION will be detrimental to the business interests of the BURSA MALAYSIA BERHAD and its group of companies) unless otherwise agreed to in writing by BURSA INFORMATION.

## **2. TERM AND TERMINATION**

- 2.1 This Agreement shall be valid and be in effect for the duration of the term as specified in Schedule 1 and shall be automatically renewed, upon the same terms and conditions, save and except for the Licence Fee, for successive terms of one (1) year each, unless earlier terminated in accordance with the terms hereinafter contained. The Licence Fee for each renewed term may be revised to the prevailing market rate or any rate deemed appropriate by Bursa Information. In the event Bursa Information revises the Licence Fee for any renewed term, Bursa Information shall notify the Subscriber in writing of the revised Licence Fee, no less than thirty (30) days prior to the expiry of the term or renewed term and such revised Licence Fee shall take effect on the commencement of the renewed term.
- 2.2 Subject always to clause 2.4, either party may terminate this Agreement at any time by giving the other thirty (30) days written notice of such intention; and upon such termination, both parties shall be discharged from any further obligation under this Agreement unless otherwise specified.
- 2.3 Notwithstanding clause 2.2 above, BURSA INFORMATION shall have the right to terminate this Agreement forthwith in the event that:-
- (a) the Subscriber is in breach of any provision of this Agreement at any time, provided always that BURSA INFORMATION shall have first served upon the Subscriber a notice in writing specifying the breach and requiring that the Subscriber remedy the breach within fourteen (14) days after receipt of the notice AND the Subscriber fails to so remedy the breach or justify the breach to the satisfaction of BURSA INFORMATION within such time specified or;
  - (b) the Subscriber becomes bankrupt or if a winding up order has been made against the Subscriber or;
  - (c) the Subscriber 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.
- 2.4 The termination of this Agreement in accordance with the provisions herein shall be without prejudice to any rights which either party may have acquired against the other party hereto in respect of any antecedent breaches.

### **3. INTELLECTUAL PROPERTY**

- 3.1 The parties hereby acknowledge and agree that the Website and Contents, are protected by copyright, trade mark and/or other intellectual property laws, unless where expressly indicated to the contrary.
- 3.2 The Subscriber agrees that the Website and (and unless otherwise specified) its Contents shall remain the sole and exclusive property of BURSA MALAYSIA BERHAD. Nothing in this Agreement shall be construed so as to grant the Subscriber any ownership right in the Website or its Contents or a licence except as otherwise specified in this Agreement and described in Schedule 1.
- 3.3 The parties further agree that the intellectual property rights in the name 'BURSA MALAYSIA BERHAD', its logo, the names of the companies in its group, and the products of BURSA MALAYSIA BERHAD and its group of companies vests with BURSA MALAYSIA BERHAD. All other marks, trade names, product names and logos contained in the Website are used purely in editorial fashion only without any intention for infringement, and inures to the benefit of the respective owners.
- 3.4 The Subscriber agrees that the Website and its Contents, including but not limited to the text, photographs, graphics and any audio or video applications, are designed and presented by BURSA INFORMATION in a format and appearance unique to BURSA MALAYSIA BERHAD ("BURSA MALAYSIA's Look and Feel"). BURSA MALAYSIA's Look and Feel is protected by the applicable intellectual property laws.
- 3.5 BURSA MALAYSIA BERHAD reserves the right to complete editorial freedom and the right to modify the Website and/or the Contents at all times and in any manner whatsoever during the term hereby created.

### **4. LINKING CONDITIONS**

- 4.1 The Subscriber may link to the Website or Contents or specific sections of the Website upon the prior written agreement of BURSA MALAYSIA in accordance to the terms in this Agreement and as described in Schedule 1.
- 4.2 The Subscriber acknowledges and agrees that:-
- (a) the link established by the Subscriber shall not damage or dilute the goodwill associated with BURSA MALAYSIA BERHAD's name and marks, and where applicable, that of its group of companies;
  - (b) that the link or any part thereof does not create or imply or give the appearance of a special association between BURSA MALAYSIA BERHAD and the Subscriber nor that the Subscriber is sponsored by BURSA MALAYSIA BERHAD and/or its group of companies; and
  - (c) it shall take all necessary measures to prevent second level links to the Website and/or the Contents by third parties via the Subscriber's website. In the event of the Subscriber having notice of such link by a third party, it shall immediately inform BURSA INFORMATION and take immediate and necessary steps to stop such a second level link and take necessary measures to prevent any such second level link in the future.
- 4.3 The Subscriber shall not link to or frame any page of the Website or Contents therein in any website containing material or information that is inappropriate, unlawful, infringing, defamatory, profane or obscene, or that which violates any applicable and relevant laws, rules, regulations or proprietary, privacy or publicity rights.

- 4.4 The Subscriber agrees that no other use of BURSA MALAYSIA BERHAD's name or marks is permitted without the express prior written permission of BURSA INFORMATION.
- 4.5 BURSA INFORMATION shall at all times retain the discretion to require the Subscriber to disable or terminate any links that is, in its opinion, may deem inappropriate, undesirable or have an adverse effect on the good reputation of BURSA MALAYSIA BERHAD and/or its group of companies.

## **5. PAYMENT AND FEES**

- 5.1 In consideration of BURSA INFORMATION granting the Licence as herein described, the Subscriber shall pay to BURSA INFORMATION a Licence Fee and such other additional charges as particularly stipulated in Schedule 1 hereto.
- 5.2 In the event of any overdue payment of the Licence Fee, whether formally demanded or not, a late payment penalty of one and a half per centum (1.5%) per month shall accrue on such unpaid Licence Fee until actual payment thereof without prejudice to BURSA INFORMATION's any other rights under this Agreement or at law.
- 5.3 The Licence Fee payable to Bursa Information by the Subscriber pursuant to this Part shall be net and free of all and any consumption tax, sales tax, service tax, withholding tax (unless required by law for Subscriber to make such withholdings) turnover tax 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.
- 5.4 Where any tax imposed by the government of Malaysia is applicable to any goods and services provided by or via BURSA INFORMATION to the Subscriber under this Agreement, BURSA INFORMATION is entitled to charge such taxes on the payment for the goods and services. Any such taxes shall be paid by the Subscriber.

## **6. REPRESENTATION AND WARRANTIES**

- 6.1 Each party represents and warrants that throughout the entire term of this Agreement:
- (a) Both Parties have the unrestricted right to enter into this Agreement, and that this Agreement does not conflict with any other agreement or obligation by which such party is bound;
  - (b) that the Website or the Subscriber's website does not contain inappropriate, unlawful, infringing, defamatory, profane or obscene, material or information, and
  - (c) that the Website or the Subscriber's website does not violate any applicable and relevant laws, rules, regulations or proprietary, privacy or publicity rights.

## **7. LIMITATION OF LIABILITY**

- 7.1 BURSA INFORMATION shall not be held liable for any loss or damage caused by any interruptions to the access of information on the Website and/or its Contents which is due to causes or defects beyond BURSA INFORMATION's control.
- 7.2 Whilst BURSA INFORMATION endeavours to ensure that all information contained on the Website and/or its Contents are accurate and correct, BURSA INFORMATION shall

not be liable for any and all costs, loss or damage howsoever arising which the Subscriber may incur or suffer (including but not limited to liabilities to third parties) as a result of any information in the Website or the Contents being inaccurate, incorrect or erroneous in any respect.

## **8. FORCE MAJEURE**

- 8.1 In the event that force majeure prevents a party to this Agreement from fulfilling its obligations under this Agreement, the obligations of both Parties under this Agreement shall be suspended for the duration of the said force majeure event.
- 8.2 In the event a force majeure situation shall continue for a continuous period of at least one (1) month from the date of occurrence of such event (or such other period as the parties shall mutually agree), this Agreement shall be deemed to have been frustrated and shall be terminated, and thereafter none of the parties shall have any claim against the other except for any antecedent breach or liability that has accrued pursuant to this Agreement.
- 8.3 For the purposes of the above 'force majeure' means all events and/or circumstances being beyond the control of the parties occurring after the execution of this Agreement including (but not limited to) war, natural disaster, riot or governmental regulations.

## **9. NOTICES**

- 9.1 Any notice required to be given to either party hereunder shall be in writing and shall be served on the other party by facsimile transmission or email / prepaid registered letter at its registered address or at such other address as may hereafter be notified by such party as being its address for service. Any notice which is delivered or transmitted by facsimile shall be deemed served at the date of delivery or transmission (with confirmation of such delivery of transmission), and a notice which is posted shall be deemed to have been served on the other party upon the expiry of two (2) days after the date on which the notice is delivered to the postal authorities for delivery. A notice delivered by e-mail shall be deemed served on the date of the e-mail transmission.

## **10. ENTIRE AGREEMENT**

- 10.1 This Agreement and the Schedules hereto shall form the entire understanding between the Parties.

## **11. ASSIGNMENT**

- 11.1 This Agreement shall not be assignable by either party without the prior written consent of the other.

## **12. AMENDMENT**

- 12.1 This Agreement may be amended, varied or modified or otherwise altered upon the written and mutual agreement of both parties.

### 13. ANTI-FRAUD, BRIBERY AND CORRUPTION

13.1 For the purposes of this clause, "Anti-Corruption Laws" refers to all anti-bribery and anti-corruption laws applicable to either party including the Malaysian Anti-Corruption Commission Act 2009 and any of its subsidiary legislation.

13.2 In connection with the matters contemplated under this Agreement, each party represents and warrants to the other party that to the best of its knowledge, neither it nor any party acting on its behalf ("**Representatives**") have directly or indirectly offered, given, requested or accepted any bribe, kickback, payment, gift, or undue advantage from the other party or its Representatives which have the purpose or effect of breaching any Anti-Corruption Laws.

13.3 Each party undertakes that it and its Representatives shall at all times:

- (a) comply with Anti-Corruption Laws that are applicable to the respective parties;
- (b) ensure that they do not directly or indirectly violate the Anti-Corruption Laws or cause the other party or its Representatives to breach or commit an offence or incur any liability under any Anti-Corruption Laws;
- (c) establish, maintain and enforce policies, procedures and practices which are adequate to ensure compliance with the Anti-Corruption Laws and are consistent with best practices on the prevention of fraud, bribery and corruption; and
- (d) keep appropriate records of its compliance with its obligations under this clause.

13.3 Each party shall promptly notify the other party if it becomes aware of any:

- (a) receipt of or request or demand for, any undue financial or other advantage of any kind by it; and/or
- (b) giving of or intention to give any undue financial or other advantage of any kind or intention to give by it

whether directly or indirectly in connection with this Agreement.

13.4 Each party shall be entitled to exercise its termination right pursuant to the termination clause in this Agreement if the other party materially breaches the obligations in this clause.

### 14. GOVERNING LAW AND JURISDICTION

13.1 This Agreement shall be interpreted in accordance with laws of Malaysia and the parties submit to the non-exclusive jurisdiction of the courts of Malaysia. In the event of any dispute arising from this Agreement, the parties agree that such dispute shall first be referred to arbitration at the Asian International Arbitration Centre (AIAC) pursuant to its prevailing rules provided that neither shall be obliged to follow this procedure where that party intends to apply to a court for an interlocutory injunction against the other party. The language used in such arbitration shall be English.

#### **14. GENERAL**

- 14.1 Nothing in this Agreement shall be deemed to create a partnership or joint venture between BURSA INFORMATION or BURSA MALAYSIA BERHAD and the Subscriber and neither party shall hold itself out as agents or representatives of the other Party hereto.
- 14.2 No waiver by either party hereto of any breach by the other party of any of these terms and conditions shall be deemed as a waiver of any other breach.
- 14.3 Words denoting the single number shall include the plural and vice versa.
- 14.4 Headings used in this Agreement are for convenience only and shall not affect interpretations.
- 14.5 Words denoting individuals shall include corporations and vice versa.
- 14.6 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 preparations and execution of this Agreement.

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**EXECUTION PAGE**

SIGNED by

For and on behalf of **BURSA MALAYSIA INFORMATION SDN BHD**  
**(Company No. : 198601003802 (152961-H))**

\_\_\_\_\_  
Name :  
Designation :

SIGNED by

For and on behalf of the **SUBSCRIBER NAME**  
**(Company No. XXXXXXXX)**

\_\_\_\_\_  
Name :  
Designation :

## SCHEDULE 1

### PAYMENT AND FEES

No.	Scope of Website Linking	Linking Effective Date and Contract Term	Website Linking Licence Subscription	Licence Fee (RM)
1.	Linking to the Webpage of the Website that displays the Company's Announcements of the Subscriber with Stock Code XXXX.	<b>Linking Effective Date: DD/MMM/YYYY</b> <b>Contract Term pursuant to Clause 2.1:</b> 1 year commencing from the Linking Effective Date	Advance Package	1,800 per year

**Note:**

**Payment Manner:** The Licence fee shall be payable on an annual basis within thirty (30) days of receipt of an invoice from BURSA INFORMATION.