## HISTORICAL DATA SUBSCRIPTION FORM

**For ISC Internal use only: -**

**Ref No:**

**(DISTRIBUTION NOT PERMITTED)**

ATTN : **SVP, Information Services and Channels**

EMAIL : [**infoservices@bursamalaysia.com**](mailto:infoservices@bursamalaysia.com)

### 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**  *(Only applicable if total data cost is below RM1,000)* | | | | |  |  |  |
| **SST** | | | | |  |  |  |
| **TOTAL SUBSCRIPTION FEE** | | | | | - |  |  |

### SECTION B. SUBSCRIBER’S DETAILS

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

**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 a non-exclusive and non-transferable licence to use the historical data stipulated in **Section A** above (“**Historical Data**”) for its own purpose during the term period as stipulated in **Section A** above (“**Term**”).
2. 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.
3. The Subscriber acknowledges that the intellectual property rights in the Historical Data is the sole and absolute property of Bursa Malaysia Berhad and/or BMISB, as the case may be.
4. The Subscriber shall pay the subscription fees stipulated in **Section A** (“**Subscription Fees**”) from the Effective Date stipulated in **Section D**. The Subscription Fees are payable in full within seven (7) business days of the date of the invoice issued by BMISB. All Subscription 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.
5. 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.
6. The Subscriber is not permitted to transmit, distribute, re-distribute or disseminate the Historical Data in any format to any third party. Any transmission, distribution, re-distribution or dissemination of the Historical Data to any third party is subject to payment of the annual royalty fee to BMISB (150% of Subscription Fee) in addition to the subscription fees.
7. The Subscriber 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.
8. BMISB shall not be liable to the Subscriber 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 shall be the true and accurate representation of the Historical Data received by the Subscriber.
11. The Subscriber 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. For the purposes of these Terms and Conditions, “Confidential Information” means information in any form, that is marked confidential or where not so marked, which is by its nature confidential or not generally available to the public or which a party knows or ought to know is confidential.
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.
15. Bursa Malaysia Berhad and/or BMISB shall under no circumstances be liable to the Subscriber 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 any time (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; and/or (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 BMISB 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:
21. 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 Subscriptions 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.
22. Neither party may assign this Subscription or any part thereof without the prior consent of the other party.
23. 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.
24. 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.
25. Those clauses which by their nature would survive the termination of this Subscription shall so survive.
26. For the purposes of this Subscription, time shall be of the essence.

21. For the purposes of this term, “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.

(a) 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.

(b) Each party undertakes that it and its Representatives shall at all times:

(i) comply with Anti-Corruption Laws that are applicable to the respective parties;

(ii) 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;

(iii) 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

(iv) keep appropriate records of its compliance with its obligations under this clause.

(c) Each party shall promptly notify the other party if it becomes aware of any:

1. receipt of or request or demand for, any undue financial or other advantage of any kind by it; and/or
2. 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.

(d) 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.

(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. |
| DECLARATION We hereby:   * 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.   ……………………………………….……………… ……..……………………  SIGNATURE OF AUTHORISED SIGNATORIES DATE  / COMPANY STAMP | | |