

Name of Client : \_\_\_\_\_ Trading A/C. No. : \_\_\_\_\_

## **BURSA MALAYSIA-MARKET DATA SERVICE AGREEMENT**

In consideration of CGS-CIMB FUTURES SDN. BHD. (the "Vendor") agreeing to make the Data available to you pursuant to the terms and conditions set forth in this Agreement ("Data Service"), you (the "User") hereby agree to comply with the following terms and conditions.

### **DEFINITIONS**

"Agreement" means the Bursa Malaysia-Market Data Service Agreement (as may from time to time be varied or modified in accordance with its provisions) and includes all other documents or instruments made supplemental to it including but not limited to this Bursa Malaysia-Market Data Service Agreement.

"Data" means but is not limited to the real time trading data, stock summaries, orders, indices and news of listed securities and listed companies that are registered with or permitted to be traded on the Bursa Malaysia and any other information and data provided to the User pursuant to Data Service and this Agreement.

"Exchange" means the Bursa Malaysia.

"Intellectual Property" means all rights in the Data Service, trademark, service mark, copyright, patent, database, design, trade secret and any intellectual property rights, whether directly or indirectly related to the service provided hereunder and whether registered or not.

"Organization" shall mean a company or institution and excludes its affiliated companies (including subsidiaries and related corporations) or institutions.

"User" means any client of the Vendor who is entitled to receive the Data Service from the Vendor.

### **TERMS AND CONDITIONS**

1. **PROPRIETARY NATURE OF DATA** – The User understands and acknowledges that the Intellectual Property rights shall belong to the Exchange and Vendor and the User shall not reproduce, adapt, amend or do anything to the Exchange's or Intellectual Property. The User's responsibilities and obligations relating to Intellectual Property shall survive the termination of this Agreement.
2. **PERMITTED USE** – The User understands and acknowledges that the Vendor has been granted the right to distribute the Bursa Malaysia – Data by the Exchange and it shall only use the Data Service in the following manner:
  - (a) within its Organization and in the ordinary course of its own business (which shall not include dissemination to third parties); or
  - (b) for his/her personal use only and not for commercial use

and shall not disseminate, distribute, reproduce or publish the Data to any other person or entity in any manner whatsoever.

The User agrees that it shall not use or permit the use of the Data or Data Service of any part thereof for any illegal purpose.

3. **DISSEMINATION, DISCONTINUANCE OR MODIFICATION** – The User understands and acknowledges that, at any time; the Vendor may discontinue, suspend, change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Vendor shall not be liable for any resulting liability, loss or damages that may arise therefrom.
4. **DURATION; SURVIVAL** – This Agreement remains in effect for so long as the User has the ability to receive the Data Service as contemplated by this Agreement. In addition, the Vendor may terminate this Agreement (a) at any time at the Vendor's discretion or (b) immediately when the User fails to comply its obligations under this Agreement. In case the User breaches this Agreement, the Vendor is not required to return the fees which the User has already paid. This however shall not deprive the Vendor of the right to demand damages or act otherwise as provided by the law.
5. **DATA NOT GUARANTEED** – The User understands that the Vendor does not guarantee the timeliness, sequence, accuracy or completeness of the Data Service and/or Data. Neither does the Vendor guarantee that the Data Service will be free from all defects, whether such defects are a result of hardware, software or any communications devices. The User shall not hold the Vendor liable in any way for (a) any defect, inaccuracy, error or delay in, or omission of any such Data, information or message; or (b) any loss or damage arising from or occasioned by any such defect, inaccuracy, error, delay or omission, non-performance or interruption in any Data, information or message, due to any negligent act or omission by the Vendor or due to any "force majeure" events or to any other cause beyond the reasonable control of the Vendor.
6. **FEES** – The User also acknowledges and understands that there are certain fees required to be paid in order to view/receive the Data.
7. **CONFIDENTIALITY** – The User shall not disclose any Data received to any other persons by any means unless required by operation of law. This duty to keep confidential any Data shall survive the termination of this Agreement.
8. **GOVERNING LAW AND JURISDICTION** – This Agreement is governed by and interpreted in accordance with the laws of Malaysia. The Malaysia courts shall have jurisdiction over any dispute arising from the performance or interpretation of this Agreement, without prejudice to the right of the Vendor to bring proceedings in any other court of competent jurisdiction.
9. **TAX** - Without prejudice to any other provision herein, the User shall be liable for any Malaysian goods and services tax payable in connection with or arising out of this Agreement or any services in connection therewith. The tax invoice will be issued, transmitted or made available to the User by electronic means and the User hereby agrees and consents to receiving such electronically transmitted tax invoice.

CGS-CIMB Futures Sdn. Bhd. reserves the right to make changes to this Agreement without prior notice.

I, the "User" to which the preceding terms and conditions refer, acknowledge that I have read the terms and conditions of this Agreement, that I understand such terms and conditions and that I hereby agree to comply with those terms and conditions.

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Signature of Applicant

Name:

NRIC/Passport No.:

Date: