



CMnet Dotcom Sdn Bhd
(Co. No. 489566-T)

COMMERCE EXCHANGE SISGEB SERVICES AND SUBSCRIBERS AGREEMENT

I/ We _____
having a principal office at _____

hereby agree to be bound by the terms and conditions as provided in this Agreement as the same may, by notification, be amended or supplemented from time to time.

- Date: _____ day of _____ (month) _____ (year)
- Name of Authorised Signatory: _____
- Signatory’s Signature: _____
- NRIC No.: _____
- Designation: _____
- Witness’s Name: _____
- Witness’s Signature: _____
- NRIC No: _____
- Company’s Stamp: _____

FOR OFFICE USE

ACCEPTED BY:

- Name: _____
- Signature: _____
- Date: _____

DATE OF COMMENCEMENT OF SERVICE: _____ (dd/mm/yy)

GENERAL

1. The terms and conditions of this Agreement are binding on all Subscribers and a Subscriber shall also be deemed to have contracted with all other Subscribers to be bound by the terms and conditions of this Agreement.
2. This Agreement, including the Schedules, contains the complete and exclusive understanding of the parties with respect to the subject matter hereof and becomes effective ("Effective Date"), when signed and returned (the receipt of which must have been acknowledged by CMnet to CMnet by the Subscriber. All prior representations whether made orally, in writing or electronically are hereby superseded. No waiver or amendment of any of the provisions hereof will be binding unless in writing and signed by a duly authorised representative of CMnet. Neither the course of conduct between the parties nor trade usage will act to modify or alter the provisions of this Agreement.
3. **CMnet may amend the terms and conditions in this Agreement from time to time by prior notice to all the Subscribers.**
4. If any part or parts of this Agreement are held to be invalid or unenforceable for any reason, the remaining parts of this Agreement shall continue to be valid and enforceable.

DEFINITIONS AND INTERPRETATION

5. In this Agreement, except where inconsistent with the subject or context:
 - (a) "CMnet" means CMnet Dotcom Sdn Bhd
 - (b) "KDRM" means Kastam DiRaja Malaysia or Royal Malaysia Customs
 - (c) "LMW" means Licensed Manufacturers Warehouse. LMW must submit multiple monthly reports to KDRM for monitoring purpose.
 - (d) "Messages" means data structured in accordance with an agreed international standard in a computer readable format and transmitted by electronic, optical or wireless means through the Services provided by CMnet service infrastructure called 'COMMERCE EXCHANGE' or any services provided by any third party for the transmission, receipt and retrieval of messages in connection with the Subscriber's trading activities.
 - (e) "Other Messages" means unstructured data electronically transmitted through the Services provided by CMnet service infrastructure called 'COMMERCE EXCHANGE' or any services provided by any third party for the transmission, receipt and retrieval of messages in connection with the Subscriber's trading activities and shall include but not be limited to data received and transmitted through the bulletin board service, database access service, flat file transfers, wireless applications and other internet related services.
 - (f) "SISGEB" means *Sistem Gudang Pengilang Berlesen* that was designed exclusively for KDRM. SISGEB will assist KDRM to monitor the multiple monthly reports submitted by LMW.
 - (g) "Services" means any or all, as the context requires, of the service infrastructure service provided through CMnet service infrastructure called 'COMMERCE EXCHANGE' for the transmission, receipt and retrieval of Messages or any services provided by any third party for the transmission, receipt and retrieval of messages in connection with the Subscriber's trading activities and shall include additional services offered by CMnet to the Subscriber from time to time.
 - (h) "Subscriber" means any sender/recipient/Member utilising the Service for the transmission, sending, receipt or retrieval of Messages and is exclusive to LMW of KDRM.

(i) "Trade Data Log" means the log or audit trail recording at any given time, the transaction or transmission pertaining to the Subscriber's trading activities.

(j) "User ID/ Number" means a unique identification provided by CMnet to the Subscriber or Member, which enables the subscriber's, or member to access the Services.

(k) "Member" means any organisation who is a member and participates in a Community System.

(l) "Community System" means the service infrastructure system established by CMnet for any particular trading community on or through which any or all of the Subscribers transmit Messages in connection with their trading activities.

(m) "Equipment" means the computer equipment, components and parts of components, licensed programmes and hand held devices owned by the Subscriber for access, transmission, retrieval, storage and use of the Services.

(n) "VAR" means Value Added Reseller. VAR is a company or organization, which has been appointed and authorized by CMnet to directly provide services, consulting and training to LMW and KDRM, which regards to SISGEB.

6. In this Agreement:

(a) Persons shall include any body of persons whether corporate, or unincorporated firm or partnership.

(b) Words importing the masculine gender shall include the feminine and neuter genders.

(c) Words importing the singular shall include the plural.

(d) Headings are for convenience of reference only.

RULES AND REGULATIONS OF ELECTRONIC DATA TRANSMISSION

7. The Subscriber agrees that as a Member or otherwise, the Subscriber agrees to comply with the Rules and Regulations for Electronic Data Transmission as described in **Schedule 1: Rules & Regulations For Electronic Data Transmission.**

APPLICABLE CHARGES

8. All payments shall be paid to CMnet as set out in **Schedule 2: Pricing Schedule Terms & Conditions** annexed hereto. The fees and charges do not include applicable taxes, if any. The Subscriber shall be responsible for any applicable taxes, if any.

All payments shall be made payable by way of cheque, or other modes of payment as prescribed by CMnet and its authorized VAR.

All payments of fees and charges for the Services shall be made in Ringgit Malaysia.

CMnet reserves the right to review such fees and charges annually and to vary the same by giving 30 days notice to the Subscribers. The date of coming into force of the new fees and charges shall be the date stated in the notice.

The Subscriber's failure to pay CMnet in accordance with the terms and conditions of this Agreement, shall entitle CMnet Dotcom without prejudice to its other rights and remedies under this Agreement to charge interest on a monthly basis from the original due date at the rate of 1.5% per month and/or to suspend the Services for a period of thirty (30) days or such extended period, pending the remedy of the default of payment by the Subscriber within fourteen (14) days of the notice of breach being given by CMnet to the Subscriber.

SCOPE OF SERVICES

9. The Services provided by CMnet may be modified, enhanced, substituted, suspended or removed by CMnet by notice to Subscribers 30 days in advance of such modifications, enhancements, substitutions, suspensions or removals.

Any Services may be suspended by CMnet at the request of the Subscriber for such a period of time as requested by the Subscriber and agreed by CMnet. The Subscriber may request a period of suspension of up to 6 months. Should the Subscriber agree to resume the Services, the Subscriber shall be subject to a reactivation or renewal fee as prescribed by CMnet from time to time. The Subscriber is further not guaranteed the same User/ ID number.

10. The Services shall be made available on a 24 hours per day basis subject to non-availability for maintenance, power cuts, Equipment malfunction and force majeure. CMnet shall endeavour to give reasonable notice to the Subscriber of any interruption to the availability of the Services.

MESSAGES AND STANDARDS

11. All Messages shall be structured and transmitted in accordance with the protocols and standards as adopted by CMnet from time to time and notified to the Subscriber.

SECURITY

12. CMnet shall take all appropriate steps and such procedural safeguards to ensure that as far as reasonably practicable, the part of the service infrastructure under its control, is protected against unauthorised access at all times.

13. Subscribers shall be responsible:

- a) To ensure that Messages are secure and that there is no unauthorised access to or unauthorised use of the Equipment.
- b) To ensure the confidentiality of the Messages transmitted.

14. A Subscriber who receives a Message protected by encryption shall use a similar level or standard of protection.

STORAGE OF TRADE DATA LOG

15. CMnet shall maintain a Trade Data Log of all Messages for a period of at least seven (7) years from the date of receipt by its computer systems of such messages.

LIABILITIES

16. Subscribers who send Messages shall be liable for any loss arising from lack of completeness, sufficiency and/or accuracy of Messages or for unauthorised messages sent: EXCEPT where such lack of completeness, sufficiency or accuracy should in all the circumstances have been reasonably obvious to the recipient, in which event the recipient shall bear the burden of any loss arising thereof UNLESS the recipient immediately informs the sender of the lack of completeness, sufficiency and/or accuracy upon receipt or within a reasonable time, in which event the sender shall bear the burden of any loss arising thereof.

17. Any liability of CMnet for direct loss, cost, expense and damage suffered or incurred by the Subscriber for CMnet's breach of or default in the performance of its obligations under this Agreement shall not exceed the sum of payments made to CMnet for a period of three (3) months immediately preceding the date of breach or default.

18. CMnet shall not be liable to any Subscriber for any special, incidental or consequential damages whether arising in contract, tort or other principles of law or equity including loss of profit, loss of opportunity, loss of goodwill, loss of savings, third party claims of any nature even if CMnet has been advised of the same by the Subscriber as a result of any delay, omission or error in the electronic transmission or receipt of any Messages or any fault of, or failure in providing the Services.
19. The Subscriber shall indemnify CMnet from any claims, suits, actions, liabilities, and costs of any kind resulting directly or indirectly from any acts or omissions by the Subscriber.
20. Failure by CMnet to demand performance of any terms herein shall not be deemed a waiver of any of CMnet's rights under any provision of this Agreement and in particular, without limiting the generality of the foregoing, shall not be deemed a waiver of CMnet's right to demand performance of any provision of this Agreement at any time and further shall not render CMnet liable to the Subscriber for the default of any other Subscriber.

CONFIDENTIALITY AND USE OF DATA

21. Save as provided herein CMnet shall take all appropriate steps and such procedural safeguards reasonable to maintain the confidentiality of all Messages transmitted using the Services. CMnet shall be entitled to use data in any Message for the purposes of building up, updating, and providing its database access service or other value-added Service that it may introduce from time to time. CMnet shall ensure that access to the information provided by such Services shall be limited only to information or data, which are not prejudicial to the commercial interests of Subscribers. No warranty or representation is, however, given as to the accuracy, completeness or usefulness of any data and each Subscriber using such Services assumes sole responsibility for use of the same. CMnet shall not use any data in any Message relating to electronic funds transfer or electronic payment services for the purpose of providing such Services.

AUDIT

22. CMnet shall cause to be undertaken a regular audit both by its own internal auditors and independent external auditors of its computer systems to ensure integrity and security.

TERMINATION OF SERVICES

23. The subscription of any Subscriber to the Services may be terminated without cause or reason by that Subscriber or CMnet by giving the other 30 days notice in writing.
24. CMnet reserves the right to cease immediately to provide the Services and to terminate any Subscriber's subscription forthwith if that Subscriber shall go into liquidation or commit an act of bankruptcy or a receiver or receiver and manager or official assignee is appointed over the assets of the Subscriber or the Subscriber fails to pay any amounts due and payable to CMnet or any third party service provider for the transmission, receipt and retrieval of Messages or use of the Services within 30 days of the same becoming due and payable or fails to comply with the Rules and the terms of this Agreement.

DISPUTES

25. Any disputes between CMnet and a Subscriber in relation to the Services (save for any claim by CMnet in respect of monies due from a Subscriber) shall be decided by arbitration in accordance with the UNCITRAL Rules and by a single arbitrator appointed by the Kuala Lumpur Regional Center for Arbitration.

VARIATION BY SUBSCRIBERS TO SERVICES

26. The parties agree that the provisions of any agreement between the Subscribers with regard to the use of the Services which are inconsistent with the stipulations, terms, conditions, provisions, clauses, covenants, agreements hereunder shall only be effective as between the Subscribers to such agreement and shall not be binding on CMnet.

ASSIGNMENT

27. The rights and obligations of the Subscriber to the provision of the Services by CMnet shall not be transferred, assigned, rented, leased or licensed to any other person, body or entity without the prior written consent of CMnet.

NOTICE

28. Any notice which is required or permitted to be given by one party to the other may be given by hand delivery, by registered mail directed to the other party's address set forth in this Agreement or to such other address as may be substituted by notice to the other party, or by means of an electronic transmission (i.e. by facsimile or electronic-mail) followed by a hard copy within seven (7) days. Notices will be deemed effective on the same business day if delivered by hand or sent by electronic means and on the date of posting if sent by post.

GOVERNING LAW

29. This Agreement is deemed to be an agreement made in Malaysia and shall be subject to, governed by and interpreted in accordance with the laws of Malaysia.

SCHEDULE 1: RULES & REGULATIONS FOR ELECTRONIC DATA TRANSMISSION

All Services provided by CMnet to its Subscribers are governed by the rules and regulations in this Schedule.

SCHEDULE 1: RULES & REGULATIONS FOR ELECTRONIC DATA TRANSMISSION

SERVICE INFRASTRUCTURE SERVICES

- a. Each Subscriber shall comply with the terms of agreement with CMnet to ensure the continuity of Services provided.
- b. Each Subscriber shall ensure the confidentiality of Messages and that the content of any transmission is not disclosed to any other party or Subscriber except as required by law or pursuant to a mutually agreed document.

ELECTRONIC AUTHENTICITY AND INTEGRITY OF MESSAGES

- a. CMnet Dotcom shall provide each Subscriber with an User/ID Number to be used when exchanging electronic data transmissions.
- b. All Messages must identify the sender and the recipient by the User/ID Number attached to it, and, shall incorporate the necessary criteria verifying the commencement and the conclusion of the Message for the purpose of establishing the completeness of the data transmitted.
- c. Subscribers may be separate arrangement between them incorporate a higher level of authentication procedure to verify the Message. The attachment of the sender's User/ID Number to any Message sent by the sender is conclusive evidence of the authorship of that Message unless it can be demonstrated that a failure or failures in the Equipment, the service infrastructure system or Subscribers system, or the mode of transmission has raised reasonable doubt as to the authorship of the Message.
- d. Where there is evidence that a Message has been corrupted, the uncorrupted version of the Message shall be re-transmitted by the sender as soon as practicable.
- e. A Subscriber shall notify CMnet forthwith:
 - (a) of the receipt of any Message not intended for that Subscriber;
 - (b) of the receipt of any Message which has been corrupted;
 - (c) of any technical failure or fault in the Services.

CONFIRMATION OF RECEIPT

- a. A Subscriber sending a Message may request that the recipient confirms receipt of that message. If confirmation of receipt is requested, the recipient is not authorised to act upon the transmission until the sender has sent this confirmation.
- b. If such confirmation is NOT received within reasonable time, the sender shall take action to obtain it. If, despite such action, confirmation is still not received within a further period of reasonable time, the sender should advise the recipient accordingly. In this event, the sender shall assume that the original transmission has not been received.
- c. Where no such confirmation of receipt is requested, an electronic data which is exchanged between Members and Subscribers shall be deemed to have been received at such time CMnet's service infrastructure called COMMERCE EXCHANGE delivers the said electronic Message to that Subscriber's or Member's electronic mailbox. If a Message is delivered to the recipient at any time other than the recipient's business day, the transmission shall be deemed to have been received at the start of the first business day of the recipient following the delivery of the said electronic transmission.

WRONGLY DELIVERED TRANSMISSIONS

- a. If the recipient of any electronic data transmission has reason to believe that the said transmission is not intended for him, the recipient shall inform the sender before deleting the information contained in such a transmission.

SCHEDULE 1: RULES & REGULATIONS FOR ELECTRONIC DATA TRANSMISSION

STORAGE OF DATA

- a. Each Subscriber shall maintain a complete log of all data sent and received and the information contained in such log shall not be modified in any manner whatsoever.
- b. Each Subscriber shall maintain a Trade Data Log and all transmissions therein shall be stored for at least seven (7) years from the date a particular transmission is first received or transmitted by that Subscriber. CMnet shall likewise maintain a Trade Data Log of transmissions received by it for a period of at least seven (7) years.
- c. The transmissions on a Trade Data Log shall be stored on computer media or other means such that the transmissions can be readily retrieved and presented in readable form.
- d. Subscribers agree that in the event of any dispute arising between them, hard copy/paper printouts of the Trade Data Log shall be admissible as evidence of the transactions contained therein. In the event it is alleged between any two or more Subscribers that there is a discrepancy or error in the details of any transaction stored in the Trade Data Log of any Subscriber, the records, if any, stored by CMnet of such Message shall, in the absence of manifest error, be accepted as final and binding. Subscribers further agree that for the purpose of verification, CMnet's hard copy/paper printout of the same produced together with a certificate from a duly authorised officer of CMnet certifying the same records stored by CMnet, shall be final and binding. In no circumstances shall CMnet be liable to any Subscriber as a consequence of producing such records or for the failure in producing the same.
- e. Each Subscriber shall ensure that there is at all times a person assigned to, and responsible for, the Equipment of the Subscriber who shall be able to certify that the Trade Data Log and any reproduction there from is correct.

SECURITY RESPONSIBILITIES

- a. Each Subscriber is responsible for the confidentiality of the password, user identification number or other security device assigned by CMnet to that Subscriber. Each Subscriber shall ensure that only duly authorised persons shall use such password, user identification number or other security device.

CMnet hereby disclaims all responsibility and liability for the acts or omissions of the Subscriber in this area.

RECOVERY PROCEDURES FOLLOWING OPERATIONAL FAILURE

If an operational or technical failure occurs, each Subscriber agrees to invoke the following recovery procedure:

- a. In the context of day-to-day operational recovery, to repair, or replace, any defective component and/or to recover "lost" data within a reasonable time.
- b. In the context of recovery, to invoke CMnet Dotcom contingency procedure as advised by CMnet to the Subscribers and to take reasonable steps to mitigate all losses by preventing undue disruption of business or trade caused by the failure of exercising or undertaking action to limit damages and loss mitigation by the Subscribers.

COMMUNITY TRADING RULES AND PROCEDURES

1. Members may from time to time define their own set of rules and procedures in relation to using CMnet's services in connection with their trading activities, PROVIDED ALWAYS THAT such rules and procedures are subject to and not inconsistent with the provisions of these Rules and Regulations. When there is any conflict between the community rules and procedures and the Rules and Regulations, the provisions of these Rules and Regulations shall prevail to the extent of any inconsistency unless such inconsistency is sanctioned by CMnet.

SCHEDULE 2: PRICING SCHEDULE TERMS & CONDITIONS

	PACKAGE		
Services	<ul style="list-style-type: none"> • SISGEB SYSTEM <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> - M1, M2, Lampiran C and Kuota Jualan Module - Statement Checking & Submission Module - Utilities Module (Agent, M1 Products & M2 Products) </td> <td style="width: 50%; vertical-align: top; border-left: 1px solid black;"> <ul style="list-style-type: none"> - Reporting - Tutorial Module - Data Storage - Training - Helpdesk Support </td> </tr> </table> • 1 user ID per registered account 	<ul style="list-style-type: none"> - M1, M2, Lampiran C and Kuota Jualan Module - Statement Checking & Submission Module - Utilities Module (Agent, M1 Products & M2 Products) 	<ul style="list-style-type: none"> - Reporting - Tutorial Module - Data Storage - Training - Helpdesk Support
<ul style="list-style-type: none"> - M1, M2, Lampiran C and Kuota Jualan Module - Statement Checking & Submission Module - Utilities Module (Agent, M1 Products & M2 Products) 	<ul style="list-style-type: none"> - Reporting - Tutorial Module - Data Storage - Training - Helpdesk Support 		
Monthly Subscription Fee	RM 750.00		
5% Government Service Tax (GST)	RM 37.50		
Stamping Duty	RM 10.00		
Membership Fees (<i>One-Time Only</i>)	RM 1,000.00		
Note:			
<ol style="list-style-type: none"> 1. All payments shall be paid to CMnet Dotcom Sdn. Bhd. or its appointed and authorized VAR. 2. All pricing packages are subjected to 5% Government Service Tax and RM 10.00 for Stamp Duty of Services And Subscribers Agreement (SSA). 			

TERMS AND CONDITIONS OF PAYMENT

1. Subscribers are required to make the payment on **quarterly, half year or yearly basis** via **Cheque/Bank Draft** payable to **CMnet Dotcom Sdn. Bhd.** or its appointed and authorized **VAR** upon registering for the service.
2. Service shall only be activated upon the receipt of full payment. Please include **5% Government Tax** to the pricing package you subscribe plus **RM 10.00 for Stamp Duty of the SSA.**
3. The subscription shall be automatically renewed the subsequent year. The user shall be notified 30 days prior to the expiry of the subscription period and be invoiced the annual subscription fee for the following year's service. User must make payment before the expiry to avoid disruption of the service.
4. Both parties may terminate or suspend the service prior to the expiry of the service by giving 30 days notice in writing. An administrative fee of RM150.00 is chargeable to facilitate the termination. Subscribers shall be refunded the remaining unutilized period of service (prorated) less the administrative fee.
5. A request by the user to suspend the service shall not exceed a period of one year from the date of the suspension. Non-activation of suspension after the said period shall result in termination of his account. Should the user requires the service at a later date, he shall be treated as a new user and will be subjected to all applicable charges.
6. Re-registration will be considered as new registration and will be subjected to applicable charges as prescribed in **SCHEDULE 2.**

ACCEPTANCE OF SCHEDULE

1. **Accepted By:** _____

2. **Designation:** _____

3. **Signature:** _____

(Company Stamp & Date)