

# MARKET DATA APPLICATION FORM – FOREIGN OWNERSHIP LEVEL REPORT FILE

#### Instructions

- 1.0) Fill up completely and have authorized representative sign.
- 2.0) Upon completion, email the scanned document to market.data@pse.com.ph. All documents sent via email must be in .pdf format.
- 3.0) The PSE will collect, record, retain, use, store, disclose, dispose, and process the personal information of the authorized signatory, representative, primary and billing contacts for the purpose of this Foreign Ownership Level application form and for purposes relevant or incidental thereto. The personal information consists of their names, addresses, email addresses, telephone, fax, and mobile numbers, designations, and signature. They have the rights of the data subject provided under the Data Privacy Act such as the right to be informed of such processing, rights to access, correct, object, withdraw, erase, data portability, file complaint, and right to damages. They should be aware that there are risks involved in the processing of their personal information. For the safeguards adopted to protect their personal information, kindly visit our website www.pse.com.ph for the Privacy Policy. To update, correct or access such personal information, they may contact the PSE at dataprivacy@pse.com.ph or our Data Protection Officer at the said email address for any concern.

DATA REQUIREMENTS		To Be Filled (*) Specify "Indefinite continui	
DATA DESCRIPTION	ANNUAL SUBSCRIPTION (exclusive of Bank Charges)	COVERAG FROM	E PERIOD TO (*)
Foreign Ownership Level report file in *.xls format sent monthly via email by the <b>8</b> <sup>th</sup> business day of the following month.	USD 240.00		

### CUSTOMER INFORMATION

	1		
Company Name			
Principal Business Address			
Tel. No.		Fax No.	
Company URL			
Email Address(es) To Receive Report	1.		
File	2.		
	3.		
	-		

#### CONTACT INFORMATION

	Authorized Signatory	Primary Contact	Billing
Name			
Designation			
Address			



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Telephone No.		
Fax No.		
Mobile No.		
Email Address		



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#### **TERMS AND CONDITIONS**

- 1. The data and contents found in the Foreign Ownership Level Report File (FOL), including all intellectual property rights over the same, are the exclusive property of The Philippine Stock Exchange, Inc. (PSE).
- 2. Subscription fee will be payable in full prior to delivery of data. In addition, the Customer shall also pay an inbound bank transfer fee of USD15.00 for each and every remittance which will appear as a separate item in each billing statement to be issued by PSE. The total amount payable and payment procedures will be communicated via email at the primary contact's address specified above after receipt of the application form. Any and all other applicable bank fees or charges on account of the transfer of funds shall be for the exclusive account of the Customer.
- 3. PSE reserves the right to amend its subscription fees upon thirty (30) days' prior written notice to existing Customers. The foregoing notwithstanding, PSE reserves the right to immediately modify the inbound bank transfer fee to reflect any adjustments thereto by PSE's appointed receiving bank.
- 4. Coverage periods of less than a year shall be pro-rated based on 12 months. Coverage periods spanning several years shall be billed every calendar year. If Subscriber specifies "Indefinite" in the "To" column of the Coverage Period, or leaves the same blank, PSE construes this to be subscription on an on-going basis. In such case, the Subscriber may terminate its subscription by notifying the Head of PSE Market Data Business Department in writing of its intention to terminate the subscription at least thirty (30) days prior to preferred date to end the subscription.
- 5. Customer may use, display, perform, reproduce and re-distribute FOL in any form, in whole or in part, only to Customer's registered end-user subscribers. Re-transmission to any other third party is disallowed.
- 6. PSE reserves the right, at its discretion, and whether for cause or without, to modify FOL, in whole or in part, or to discontinue the product / service altogether, upon written notice to the Customer. Customers who are notified that they are no longer allowed to receive FOL shall be given a refund corresponding to the unused portion of the subscription already paid for the year.
- 7. The PSE shall not be liable to the Customer for any indirect, special or consequential loss or damage including without limitation loss of profit, business revenue, goodwill or loss, corruption of or error in data resulting from use or reliance on the FOL.
- 8. PSE makes no representation and gives no warranty that the contents of the FOL are complete, or error-free, or fit for a specific purpose.
- 9. The Customer shall not be entitled to any remuneration by reason of the inability of PSE to send the FOL due to any breakdown of the PSE trading system or failure in its computer or transmission facilities or those of third parties, if the latter is used by the PSE.
- 10. The Customer agrees that for any and all breach or violation of the foregoing, PSE shall impose the appropriate fines and penalties against Customer, without prejudice to other remedies available to the PSE to protect its interests. Any issue that may arise in connection with this Subscription Agreement shall first be resolved amicably by the parties within ten (10) business days. If the issue remains unresolved it shall be submitted for arbitration at the Philippine Dispute Resolution Center, Inc. in Metro Manila, Philippines. Costs of arbitration shall be determined by the arbitrator.

I hereby declare that all the information above is correct and complete and I agree to all the terms and conditions. I further certify that the authorized signatory, the primary and billing contacts, and I consent to the collection, recording, storage, use, disposal, disclosure, and processing by the PSE of our personal information provided in this form for the purposes stated herein.

Authorized Representative Signature over Printed Name	Date
Designation	