

Undertaking – Trading Participant / Associate Participant/ Local Participant
(under the Trading Participant’s letterhead)

To, 20.....

Bursa Malaysia Derivatives Berhad (“the Exchange”)

In consideration of the Exchange approving at our request our application for admission as a [**Trading Participant/ Associate Participant/ Local Participant*] of the Exchange in accordance with the Rules of Bursa Malaysia Derivatives Berhad (“Rules”) and the Directives (as defined in the Rules) (collectively, “Exchange’s Requirements” and includes all amendments and supplements to the Rules and Directives), we undertake and agree as follows:

- (1) that [*name of Applicant*] satisfies all the conditions for admission as a [**Trading Participant/ Associate Participant/ Local Participant*] set out in Chapter 3 of the Rules;
- (2) that the information and documents accompanying the application for admission as a [**Trading Participant/ Associate Participant/ Local Participant*] are complete and accurate;
- (3) that the Exchange may obtain from or provide to any regulatory authority (whether in or out of Malaysia) any information directly or indirectly relating to [*name of Applicant*] for any purpose relating to or in connection with discharging any function of the Exchange or that regulatory authority;
- (4) to notify the Exchange immediately in writing of any changes in the information given together with the application for admission as a [**Trading Participant/ Associate Participant/ Local Participant*];
- (5) to abide by the decision of the Exchange in relation to the application for admission as a [**Trading Participant/ Associate Participant/ Local Participant*];
- (6) to be bound in all respects by and to comply with the Exchange’s Requirements in so far as they apply directly or indirectly to a [**Trading Participant/ Associate Participant/ Local Participant*];
- (7) to indemnify and keep the Exchange fully indemnified from and against all losses, damages, costs, expenses, actions and claims or otherwise which the Exchange may incur arising out of any act or omission on our part or failure by us to comply with any provisions in the Exchange’s Requirements; and
- (8) notwithstanding our ceasing to be a [**Trading Participant/ Associate Participant/ Local Participant*] of the Exchange for any reason whatsoever, to continue to be bound by the Exchange’s Requirements in so far as they may relate to any act or omission that we may, in the opinion of the Exchange have committed or omitted to do during our tenure as a [**Trading Participant/ Associate Participant/ Local Participant*] of the Exchange.

I/ We acknowledge that:

- (a) the approval of our application for admission as a [**Trading Participant/ Associate Participant/ Local Participant*]; or
- (b) any indulgence or delay in making any demand or instituting any action by the Exchange,

will not constitute or be deemed to operate as a waiver by the Exchange of any of its rights under this undertaking or under the Rules.

I/We further acknowledge that [name of Applicant] shall remain a *[Trading Participant/ Associate Participant/ Local Participant] of the Exchange at the discretion of the Exchange.

**[The above undertaking has been signed by me/us as [specify designation] of [name of Applicant] pursuant to authority granted to me by resolution of the board of directors of [name of Applicant] on [specify the date when the resolution was passed]]

Signed by *[Authorised Signatory(ies)/ [name of Applicant]])

**[for and on behalf of [name of Applicant]])

in the presence of)

* Delete whichever inapplicable.

** Delete if inapplicable. Inapplicable if the applicant is the Local Participant.