

## APPENDIX 3 - SERVICE FACILITATOR TERMS AND CONDITIONS

1. Where Bursa has approved the Licensee's appointment of a Service Facilitator for a specified function as detailed in Form 1 in the provision of the Licensee's Service ("Service Function"), the Licensee may allow access to the Information to the Service Facilitator for the Service Function but the Licensee retains all distribution and usage rights under the Agreement.
2. Service Facilitators shall not Use the Information outside the Service Function.
3. The Licensee must ensure that an agreement between the Licensee and the recipient has been effected before any Information can be supplied to or accessed by the recipient via the Service Facilitator.
4. Licensees must embed certain basic protections and rights in the agreement between Licensee and the Service Facilitator to ensure that Bursa is protected to the same extent as if the Licensee had administered the Agreement to each Service Facilitator. This includes provision that the Service Facilitator must agree to the same terms as agreed by the Licensee in respect of Bursa's audit rights so that Bursa would have the same rights in relation to auditing the Service Facilitator.
5. The Licensee shall procure an undertaking from the Service Facilitator to Bursa in the prescribed form specified in Appendix 4 herein.
6. The Licensee must retain full control of the entitlement to Information within the Licensee's Service. Individual entitlements to the Information must be allocated by Licensee and not the Service Facilitator.
7. Any services provided by the Licensee through a Service Facilitator must prominently and clearly identify the Licensee as the source of Information and service provider.
8. The Licensee shall be responsible for the payment of all fees and for all reporting requirements to Bursa in relation to the Information.
9. The Licensee shall be responsible for the due compliance of the applicable terms and conditions of the Agreement by the Service Facilitator and the Licensee shall be fully responsible for the acts, defaults and neglects of the Service Facilitator as if they were the acts, defaults or neglects of the Licensee.
10. The Licensee shall fully indemnify Bursa in respect of any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which Bursa pays, suffers, incurs or is liable for in connection with a breach of the applicable terms and conditions of the Agreement by the Service Facilitator or any negligent or otherwise wrongful act or omission of the Service Facilitator.
11. If the Licensee terminates the appointment of the Service Facilitator or the appointment of the Service Facilitator comes to an end for any reason, the Licensee shall comply with the following:
  - (i) The Licensee shall notify Bursa when the appointment of Service Facilitator is terminated or ends by providing three (3) months prior written notice.
  - (ii) Once the appointment of the Service Facilitator is terminated or ends, the Service Facilitator shall cease to have any access to the Information from the Licensee.
  - (iii) The Licensee shall ensure that the Service Facilitator destroys all Information in its possession, failing which, the Licensee shall be responsible for the usage or distribution of the Information by the Service Facilitator including paying all fees chargeable.
12. Bursa reserves the right to withdraw approval for any Service Facilitator at any time without assigning any reason thereto by providing the Licensee with three (3) months prior written notice.