## **APPENDIX 4 - UNDERTAKING BY SERVICE FACILITATOR**

The Service Facilitator hereby acknowledges that their appointment as Service Facilitator is subject to the following terms and conditions.

- 1. Service Facilitator shall process the collection or database of information relating to the trading of securities or derivatives contracts on the markets operated by Bursa Group of Companies or other markets or any part thereof ("Information") on behalf of [Licensee's Name] ("Licensee"), for clients to use within the Service Facilitator's application.
- The Licensee and not the Service Facilitator, must contract directly with the Licensee's clients ("Clients") for the supply of Information from the Licensee to the client for any purpose as part of the Licensee's data service.
- The Licensee, and not the Service Facilitator, must retain technical control of the entitlements of Information within the Licensee's data service via the Service Facilitator applications. Individual entitlements to the Information must be allocated by the Licensee and not the Service Facilitator.
- 4. The Licensee's agreement to supply Licensee's data service to Clients must be in place prior to any Information enablement.
- The Service Facilitator is not allowed to provide Information to any third party who is not a client of the Licensee.
- 6. The Service Facilitator is not permitted to create and maintain any database, add to, subtract from, or modify the Information unless the aforementioned is for the support of the Licensee's data service.
- 7. Any service provided by the Licensee through a Service Facilitator must prominently and clearly identify the Licensee as the source of the Information and as the service provider.
- 8. Service Facilitator agrees to provide Bursa with audit rights in relation to auditing the Service Facilitator.
- The Licensee shall forthwith notify Bursa when the appointment of Service Facilitator terminates. The transmission of Information to the Service Facilitator will cease when the appointment of Service Facilitator terminates.
- 10. The Service Facilitator agrees to the restrictions and obligations imposed by the Licensee in the agreement between Service Facilitator and the Licensee, to comply with any requirements of the data sources, including but not limited to Bursa, relating to the use of the Information as a Service Facilitator.
- 11. 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 written notice.
- 12. Bursa reserves the right to introduce additional conditions, refine or amend any existing conditions of this document at any time with three (3) months prior notice. If the Licensee does not agree with the additional conditions, refinement or amendment, the Licensee may terminate its use of a Service Facilitator by providing Bursa with at least one (1) months' written notice prior to the date on which the change becomes effective.

We, (SF's Name) (Company No: XXXXXXX), the Service Facilitator for the Licensee, hereby acknowledge, agree and undertake to comply with the terms and conditions stated above.

For and on behalf of (SF's Name)(Company No: XXXXXXX )	
(signature)	
Name: Designation:	