

# LIMITED JSE DATA AGREEMENT (LDA) PRODUCTS AND SERVICES FORM (PSF)

**1. SECTION 1: INTERPRETATION AND APPLICABILITY INDEX**

**INTERPRETATION**

Unless otherwise stated in this PSF, or the context clearly indicates a contrary intention:

- (a) the Interpretation and Definitions Annexure is attached as Annexure A to the JDA General Terms and Conditions;
- (b) the interpretation provisions set out in the Interpretation and Definitions Annexure are included in this PSF by reference; and
- (c) capitalised terms used in this PSF have the same meaning as terms defined in the Interpretation and Definitions Annexure and as terms defined in any applicable Data Policies (as the case may be).

*No amendment of any Section is binding on the JSE or the Contracted User unless (i) the corresponding SECTION REVISION has been completed and signed by both parties; or (ii) the amendment is made by the JSE in terms of the JDA General Terms and Conditions.*

<b>APPLICABILITY INDEX</b>	<b>APPLICABLE</b>	<b>NOT APPLICABLE</b>
1. <b>Section 1: INDEX AND INTERPRETATION</b>		
2. <b>Section 2: CONTRACT DOCUMENTS</b>	<input type="checkbox"/>	
3. <b>Section 3: CONTACT DETAILS</b>		
A. JSE LIMITED DETAILS	<input type="checkbox"/>	
B. CONTRACTED USER DETAILS	<input type="checkbox"/>	
C. ADDITIONAL CONTRACTED USER CONTACT DETAILS	<input type="checkbox"/>	
4. <b>Section 4: GENERAL</b>		
A. CONSIDERATION CURRENCY	<input type="checkbox"/>	
B. DEPOSIT	<input type="checkbox"/>	<input type="checkbox"/>
C. LOCATION	<input type="checkbox"/>	
5. <b>Section 5: GROUP COMPANIES</b>	<input type="checkbox"/>	<input type="checkbox"/>
6. <b>Section 6: PRODUCTS AND SERVICES</b>		
A. INTEREST RATE (IN-HOUSE USE)	<input type="checkbox"/>	<input type="checkbox"/>
B. MONEY MARKET INSTRUMENTS (IN-HOUSE USE)	<input type="checkbox"/>	<input type="checkbox"/>
7. <b>Section 7: TECHNOLOGY AND SPECIFIED BUSINESS USES</b>	<input type="checkbox"/>	
8. <b>Section 8: SERVICE LEVEL AGREEMENT (SLA)</b>	<input type="checkbox"/>	
9. <b>Section 9: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS GIVEN BY THE CONTRACTED USER</b>	<input type="checkbox"/>	

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Contracted  
User

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2. SECTION 2: CONTRACT DOCUMENTS

1. DATA AGREEMENT

The Data Agreement in relation to the Products and Services subscribed for in Section 6, is known as the Limited JSE Data Agreement (LDA), consisting of all the following documents:

	JSE	Contracted User
<b>Initial to confirm delivery (by the JSE) and receipt (by the Contracted User) of the corresponding documents</b>		
this Products and Services Form, which has been completed and signed by or on behalf of the JSE and the Contracted User;		
the JDA General Terms and Conditions;	Copy provided to the Contracted User	
the Market Data Policies Document; and	Copy provided to the Contracted User	
the Price List (Equities, Derivatives and Interest Rate Products Price List).	Copy provided to the Contracted User	

**Note 1:** Any amendment to this Section 2: Contract Documents will not require the JSE to deliver any of the above Contract Documents which have already been delivered to the Contracted User at the date of that amendment. Therefore the above confirmation of delivery and receipt of Contract Documents must be read together with any such amendment.

***By initialing in the columns above, the Contracted User acknowledges receipt of each corresponding document. The Contracted User must only initial the above columns if it has received the corresponding document, as such initialing will limit the right of the Contracted User to claim that it did not receive the corresponding documents.***

Please initial

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Contracted User

JSE

**3. SECTION 3: CONTACT DETAILS**

**A. JSE LIMITED DETAILS**

<b>Legal address (domicilium citandi et executandi) and address for service of legal notices</b> referred to in clauses 17.1 and 17.2 of the JDA General Terms and Conditions, and primary place of business		<b>Postal Address</b>
1 Exchange Square, Gwen Lane		Private Bag X991174
Sandown		Sandton
2196		2146
<b>Attention</b>	Director – Information Services	
<b>Email:</b>	<a href="mailto:JSEMarketDataLegal@jse.co.za">JSEMarketDataLegal@jse.co.za</a>	
<b>Telephone:</b>	+27 11 520 7000	
<b>Fax</b>	+27 11 520 8594	
<b>Email for Market Data Policies Document queries</b>		<a href="mailto:MDclients@jse.co.za">MDclients@jse.co.za</a>

**B. CONTRACTED USER DETAILS**

<b>Name of Contracted User</b>			
Company <input type="checkbox"/>		Other (please specify) <input type="checkbox"/> _____	
Trading as (if applicable)			
Registration Number			
VAT number (SA only)			
Financial Year End			
Country			
Telephone number (company)		Fax number (company)	
Email address (company)		Web address	
<b>Physical Address (i.e. primary place of business)</b>		<b>Billing Address</b>	
		Postal code	
Postal code		Email	
<b>Address for service of notices</b> referred to in clause 17.1 of the JDA General Terms and Conditions <sup>1</sup>		<b>Legal address (domicilium citandi et executandi)</b> referred to in clause 17.2 of the JDA General Terms and Conditions <sup>1</sup> For Contracted Users who are not Residents, the amount referred to in clause 17.2.3 of the JDA General Terms and Conditions which requires a South African legal address is \$30 000.	
<b>Physical Address:</b>			
Email			
Fax			

**Note 1:** These details may be changed by the Contracted User giving written notice to the JSE in terms of clause 17 of the JDA General Terms and Conditions.

Please initial

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Contracted  
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**C. ADDITIONAL CONTRACTED USER CONTACT INFORMATION <sup>1</sup>**

**(Repeat for each additional contact)**

<b>Contact 1</b>	Designation			
	Business <input type="checkbox"/>	First name	Surname	
	Billing/Invoicing queries <input type="checkbox"/>	Telephone		
	Reporting queries <input type="checkbox"/>	City	Country	
	Technical <input type="checkbox"/>	Mobile <sup>2</sup>	Email <sup>2</sup>	
Legal <input type="checkbox"/>				
<b>Contact 2</b>	Designation			
	Business <input type="checkbox"/>	First name	Surname	
	Billing/Invoicing queries <input type="checkbox"/>	Telephone		
	Reporting queries <input type="checkbox"/>	City	Country	
	Technical <input type="checkbox"/>	Mobile <sup>2</sup>	Email <sup>2</sup>	
Legal <input type="checkbox"/>				
<b>Contact 3</b>	Designation			
	Business <input type="checkbox"/>	First name	Surname	
	Billing/Invoicing queries <input type="checkbox"/>	Telephone		
	Reporting queries <input type="checkbox"/>	City	Country	
	Technical <input type="checkbox"/>	Mobile <sup>2</sup>	Email <sup>2</sup>	
Legal <input type="checkbox"/>				
<b>Contact 4</b>	Designation			
	Business <input type="checkbox"/>	First name	Surname	
	Billing/Invoicing queries <input type="checkbox"/>	Telephone		
	Reporting queries <input type="checkbox"/>	City	Country	
	Technical <input type="checkbox"/>	Mobile <sup>2</sup>	Email <sup>2</sup>	
Legal <input type="checkbox"/>				

**Note 1:** These details may be used by the JSE for purposes of clause 17.1 of the JDA General Terms and Conditions and may be changed by the Contracted User giving written notice to the JSE in terms of clause 17.1 of the JDA General Terms and Conditions.

**Note 2:** Contact details used to communicate service disruptions in terms of clause 7 of the JDA General Terms and Conditions. Select one or more categories from those provided

Please initial

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**4. SECTION 4: GENERAL**

**A. CONSIDERATION CURRENCY**

(1) The Consideration Currency is:

- (a) South African Rand  (Select only if the Contracted User is a Resident)
- (b) US Dollars  (Select only if the Contracted User is not a Resident)

**B. DEPOSIT**

Deposit amount in terms of Clause 9.2 of the JDA General Terms and Conditions (read with the Deposit Policy)

- 1) deposit amount required by the JSE before the First Implementation Date \_\_\_\_\_ Amount: \_\_\_\_\_
- 2) deposit amount required under the Deposit Notice dated \_\_\_\_\_ Amount: \_\_\_\_\_

Total deposit amount held: \_\_\_\_\_

**C. LOCATION**

The physical location where the Contracted User will receive the Data is: \_\_\_\_\_

Please initial

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Contracted  
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**6. SECTION 6: PRODUCTS AND SERVICES**

**SECTION 6A: INTEREST RATE**

(Applicable to In-House Users only)

The Contracted User subscribes for the Products and Services identified in this SECTION 6A and may only use such Products and Services in the corresponding User category identified in this SECTION 6A

**1. END OF DAY REPORTS <sup>1</sup>**

		In-House User	
1.1	Daily Bond Market Bulletin	<input type="checkbox"/>	
1.2	Mark to Market (MTM) (Daily) <sup>2</sup>	<input type="checkbox"/>	
		Detailed MTM	<input type="checkbox"/>
		MTM Value Today	<input type="checkbox"/>
		MTM T+1	<input type="checkbox"/>
		Unit Trust MTM	<input type="checkbox"/>
		Unit Trust MTM Value Today	<input type="checkbox"/>
		Unit Trust MTM T+1	<input type="checkbox"/>
1.3	Index	<input type="checkbox"/>	
		Quarterly TRI Reconstitution / Reweighting	<input type="checkbox"/>
		Daily TRI Attribution	<input type="checkbox"/>
1.4	Turnover (Daily)	<input type="checkbox"/>	
		Basic Turnover	<input type="checkbox"/>
		Detailed Turnover	<input type="checkbox"/>
		Trade by Trade	<input type="checkbox"/>
1.5	Zero Curves (Daily) <sup>2</sup>	<input type="checkbox"/>	
		2pm Zero Curves	<input type="checkbox"/>
		3pm Zero Curves	<input type="checkbox"/>
		End of Day Zero Curves	<input type="checkbox"/>
1.6	Money Market (Daily)	<input type="checkbox"/>	
		Money Market Index	<input type="checkbox"/>
1.7	Static	<input type="checkbox"/>	
		Monthly Bond Database	<input type="checkbox"/>
		Daily Bond Database	<input type="checkbox"/>

**Note 1:** Refer to the heading "Interest Rate Market Reports" in the General Data Use Policy.

**Note 2:** This Data is Third Party Content Data.

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Interest Rate Market Group Companies (IRM Group Companies)

1. END OF DAY REPORTS <sup>1</sup>	IRM Group Company Name	IRM Group Company Name	IRM Group Company Name	IRM Group Company Name	IRM Group Company Name
	_____	_____	_____	_____	_____
1.1 Daily Bond Market Bulletin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Mark to Market (MTM) (Daily) <sup>2</sup>					
Detailed MTM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MTM Value Today	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MTM T+1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unit Trust MTM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unit Trust MTM Value Today	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unit Trust MTM T+1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Index					
Quarterly TRI Reconstitution / Reweighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Daily TRI Attribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Turnover (Daily)					
Basic Turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Detailed Turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trade by Trade	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Zero Curves (Daily) <sup>2</sup>					
2pm Zero Curves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3pm Zero Curves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
End of Day Zero Curves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 Money Market (Daily)					
Money Market Index	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.7 Static					
Monthly Bond Database	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Daily Bond Database	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Note 1:** IRM Group Companies and Specified Reports are defined under the heading "Interest Rate Market Reports" in the General Data Use Policy.

**Note 2:** This Data is Third Party Content Data.

Please initial

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Contracted  
User

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**SECTION 6B: MONEY MARKET INSTRUMENTS**  
 (Applicable to In-House Users only)

The Contracted User subscribes for the Products and Services identified in this SECTION 6B and may only use such Products and Services in the corresponding User category identified in this SECTION 6B

1.	<b>MONEY MARKET INSTRUMENTS</b>	<b>In-House User</b>
1.1	Category 1, 2 & 3 Instruments	<input type="checkbox"/>

Please initial

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User

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**7. SECTION 7: TECHNOLOGY AND SPECIFIED BUSINESS USES**

1. There are no restrictions in relation to the Technology on/through which the data may be used by the Contracted User or any IRM Group Company.
2. There are no restrictions on the business uses, save as set out in the definition of the In-House User and in the General Data Use Policies.

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**8. SECTION 8: SERVICE LEVEL AGREEMENT (SLA)**

**1. Application of the SLA**

- 1.1 Subject to the provision in the JDA General Terms and Conditions relating to restrictions or interruptions to the Service, the JSE will use its reasonable endeavours to provide the Service to the JSE User at the time set out in this SLA, or as soon as reasonably possible after these times.
- 1.2 Any problems in respect of the all Data services or in respect of connectivity or data issues referred to in this SLA must be communicated to the JSE’s Customer Support team. The JSE’s Customer Support team will conduct initial investigations and if they are unable to address the problem, the JSE will use reasonable endeavours to refer the problem to the technical support staff of the JSE as soon as is reasonably possible.

**2. Data Service Levels**

**2.1 Interest Rate Products via FTP and Email service**

Any changes requested to the Interest Rate End of Day products subscribed to (additions or cancellations) must be communicated to the Information Products Sales Division department by 15:00 on any Business Day in order to have such changes effective the next Business Day. If the change request is received after 15:00 on any Business Day the change will be available on the second Business Day after the change request is received by the JSE. **If any changes require amendments to the Data Agreement the amendments must first be completed and duly signed by the Contracted User and the JSE before the technical changes are implemented.**

**3. Support Procedures**

**3.1 Support Hours**

Members of the JSE Customer Support team are available to all Contracted Users between 07h00 and 19h00 on all Business Days and may be contacted at the telephone number/s set out below.

Contracted Users who require support after 19h00 must contact the afterhours support number as set out below.

**Customer Support Contact Details:**

Telephone numbers:	(011) 520-7777
After hours:	(011) 520-7900 (this number is routed to the standby staff member)
In the event of an escalation contact the manager during normal business hours	Senior Operations Manager Client Services on +27 11 520 7420
	or
	General Manager Client Services on +27 11 520 7350

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**4. Communication about Support Services**

Should the Contracted User be dissatisfied with the support received, all correspondence is required to be hand-delivered, e-mailed or faxed to:

The Manager: Customer Services and Support Department at:  
JSE Limited

One Exchange Square

Gwen Lane

Sandown

2196

or

[customersupport@jse.co.za](mailto:customersupport@jse.co.za)

fax no: +27 (0)11 520-8420 or +27 (0)11 520-8350

**SLA DELIVERY TIMES**

(Unless otherwise specified, all references to times are South African Standard Time on Business Days)

**INTEREST RATE REPORTS VIA FTP AND EMAIL SERVICE**

**Static Data**

Daily File	17h30
Monthly File	1 <sup>st</sup> Business Day of the month (no set time)

**Mark to Market Reports**

Standard MTM Reports	17h30
Unit Trust MTM Reports	15h30

**Turnover Reports (All Reports)**

18h30

**Index Reports**

TRI Reconstitution / Reweighting (Quarterly)	Before 15 <sup>th</sup> day of the first month of each– no set time
TRI Attribution	17h30

**Yield and Zero Curves**

2pm Zero Curves	14h30
3pm Zero Curves	15h30
End of Day Zero Curves	17h30

**Money Market Reports**

Money Market Index	12h00
Money Market Curve	14h30
JIBOR Rates	11h00

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**MONEY MARKET INSTRUMENTS**

Intraday file	15h00
End of Day file	19h00

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User

**9. SECTION 9: ACKNOWLEDGEMENTS, REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS GIVEN BY THE CONTRACTED USER**

**By signing this PSF below, the Contracted User acknowledges and confirms that:**

1. *the documents set out in Section 2 above, together make up the Data Agreement which is the contractual arrangement between the Contracted User and the JSE;*
- 1.1 *on the date of signature of this PSF by the last of the Contracted User and the JSE (Signature Date), the Data Agreement is binding on the Contracted User and the JSE;*
- 1.2 *subject to Clause 6 of the JDA General Terms and Conditions (Amendments to Contract Documents (and Right to End the Data Agreement)), no changes to any Section of this PSF are binding on the JSE or the Contracted User unless (a) the corresponding Section Revision template has been completed and signed by or on behalf of the JSE and the Contracted User; or (b) the change is made by the JSE in terms of clause 6 (Amendments to Contract Documents (and Right to End the Data Agreement)) of the JDA General Terms and Conditions;*
- 1.3 *the JSE relies on the acknowledgements, confirmations, representations and warranties given by the Contracted User in this PSF and in each other document which makes up the Data Agreement, each of which is material to the JSE in making its decision to enter into the Data Agreement on the terms and conditions of the Data Agreement; and*
- 1.4 *to the extent allowed by law, the Contracted User accepts the Data in the condition and in the circumstances set out in Clause 7 (Restrictions, Interruptions, Limitations or Inaccurate Data) of the JDA General Terms and Conditions.*

*The above provisions limit and exclude obligations, liabilities and legal responsibilities which the JSE and/or the Supplier will have towards the Contracted User and also exclude the Contracted User's rights and remedies and place various risks, liabilities, obligations and legal responsibilities on the Contracted User.*

**2. By signing this PSF below, the Contracted User represents and warrants in favour of the JSE that:**

- 2.1 *at the Signature Date, the representations and warranties given by the Contracted User in this PSF and in the JDA General Terms and Conditions and the Market Data Policies Document, if any, are true and correct in all material respects, and the Contracted User undertakes to make sure that these remain true and correct in all material respects for the duration of the Data Agreement;*
- 2.2 *at the Signature Date, the Contracted User has the capacity, power and authority to sign and implement the Data Agreement and undertakes to make sure that it continues to have this capacity, power and authority for the duration of the Agreement;*
- 2.3 *the Contracted User's asset value (as referred to in section 5(2)(b) of the Consumer Protection Act) is  below R2 000 000 or  above R2 000 000, and the Contracted User's annual turnover (as referred to in section 5(2)(b) of the Consumer Protection Act) is  below R2 000 000 or  above R2 000 000<sup>1</sup>;*

**Note 1:** only for Contracted Users which are Juristic Persons.

Please initial

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2.4 at the Signature Date, the Contracted User is a Resident  or is not a Resident .

2.5 at the Signature Date, each company set out in Section 5 of this PSF (Section 5: Group Companies) meets the qualifying criteria set out in the definition of "Group Company" in the Interpretation and Definitions Annexure and, for the duration of the Data Agreement, the Contracted User undertakes to advise the JSE immediately if any such company no longer meets such criteria at any time;

2.6 at the Signature Date, all information given by or on behalf of the Contracted User to the JSE or its agents relating to the Data Agreement (including in this PSF), is true and correct in all material respects and the Contracted User undertakes that all such information to be given to the JSE or its agents after the Signature Date will be true and correct in all material respects; and

2.7 at the Signature Date, all information (including all financial information) given by or on behalf of the Contracted User at any time up to the Signature Date and relating to its status as a consumer under the Consumer Protection Act, remains true and correct in all material respects and in particular, there are no facts or circumstances which have changed its status under the Consumer Protection Act, as set out in clause 2.3 above.

The above representations and warranties contain acknowledgements of fact by the Contracted User. The Contracted User must read the above carefully and make sure that each of the statements is true and correct as the Contract User's right to claim that any of these statements are not true and correct will be limited. The JSE may also have claims and other rights against the Contract User if any of the statements is not true and correct.

3. By signing this PSF, the person signing warrants and represents in favour of the JSE that:

3.1 the Contracted User is authorised to enter into and implement the Data Agreement; and

3.2 he is authorised to sign and enter into the Data Agreement on behalf of the Contracted User.

The above representations and warranties contain acknowledgements of fact by the person signing this PSF. The person signing must read the above carefully and make sure that each statement is true and correct as it will limit the right of the person signing to claim that these statements are not true and correct. The JSE may also have claims and other rights against the person signing if any of the statements is not true and correct.

\_\_\_\_\_ 2

for / on behalf of  
[insert name of Contracted User], duly  
authorised

Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

for / on behalf of  
JSE LIMITED, duly authorised

Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

**Note 2:** The authorised signatory of the Contracted User must also initial each page of this PSF in the blocks provided on the bottom right hand side of the page and must also initial the relevant blocks in Section 2 (Contract Documents), as confirmation of the Contracted User's receipt of (i) corresponding documents identified opposite its initials and, if applicable, (ii) that it has access to the corresponding hyperlinks identified opposite its initials.

Please initial

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Contracted User                      JSE