



JSE EXTRANET SERVICE PROVIDER (ESP) POLICY DOCUMENT

(31 October 2017)

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1. INTRODUCTION

The JSE Limited (“**JSE**”) is a licensed exchange in terms of the South African Financial Markets Act No. 19 of 2012 (“**FMA**”) and must maintain fair and orderly markets in order to ensure market integrity.

The JSE recognizes that telecommunications providers are key players in the provisioning of network connectivity to, and on behalf of, JSE clients to the JSE to enable JSE clients to access or subscribe to the various JSE Systems or JSE services. In order to facilitate such external connectivity to the JSE Systems or JSE services, the JSE established an international access point by way of a network facility (through its connectivity service provider), provisioned for peering and connectivity arrangements.

For the sake of clarity, including without limitation:

- ESPs who will only provide network connectivity for JSE clients wishing to connect to the JSE, must establish connectivity into the JSE's international access point, as set out in this Policy;
- The sole purpose of the JSE's international access point is to provide JSE clients with connectivity to JSE services or JSE Systems (as agreed between the JSE and JSE client) through an accredited ESP only.

2. DOCUMENT PURPOSE

This policy which forms part of the 'Services Documentation' (as defined in the JSE Extranet Services Provider Agreement entered into by Extranet Service Providers ("**ESPs**") and the JSE Limited ("**ESP Agreement**")), sets out the principles that ESPs need to adhere to in order to be accredited by the JSE, PRIOR to providing extranet services to JSE clients ("**Policy**").

An ESP is defined as a legal entity that is (i) a licensed telecommunications provider recognised by a relevant international communications authority (as applicable), and (ii) whose core business function relates to the telecommunications industry, such as the provisioning of bandwidth and/or network or extranet connectivity services to, or on behalf of, JSE clients to enable JSE clients to subscribe to the various JSE services or JSE Systems as set out in the JSE Services Agreement ("**JSA**").

This Policy is not intended to define a complete set of governance principles or controls but only addresses the aspects related to JSE market integrity. Good governance and control must be applied by the ESPs as well as JSE clients. There is specific guidance from the International Organization of Securities Commissions ("**IOSCO**") on the steps regulated entities should take when considering outsourcing activities in the IOSCO public report "Principles on Outsourcing of Financial Services for Market Intermediaries".

3. APPLICABILITY

Any ESP that intends providing network services to, and on behalf of, JSE clients must be accredited by the JSE in terms of this Policy. Application for accreditation must be done annually or as and when changes are made to the ESP solution or service.

From 11 February 2018, JSE clients intending to use the JSE access point for connectivity may only use JSE accredited ESP for the provision of network services to enable JSE clients to subscribe to the various JSE services and JSE Systems.

4. SERVICES DOCUMENTATION AND AGREEMENTS

An accredited ESP will be required to sign the ESP Agreement (prior to offering any network services to, or on behalf of, any JSE clients) and meet such requirements as set out in the Services Documentation.

5. ESP REVIEW AND APPROVAL PROCESS

The ESP requiring initial JSE accreditation must formally apply to the JSE by submitting an application to ESP@jse.co.za. The application must indicate with sufficient detail how the ESP will comply with the principles as set out in this Policy. Initial accreditation is valid for one year from the date of JSE accreditation. The ESP Agreement must be signed by the ESP prior to the ESP offering any network services to, or on behalf of, any JSE clients.

ESP fees will be applicable for the initial JSE accreditation request. Thereafter annual access fees will apply for each renewal (as set out in paragraph 6 below). These fees are set out in the JSE Equity Market Price list available at this link: [JSE Price List](#)

6. ESP RENEWAL

ESPs are required to renew their accreditation annually in July to ensure that the ESP is still complying with the principles as set out in this Policy as updated by the JSE from time to time, to avoid termination or revocation of its accreditation by the JSE. The JSE may need to adjust this Policy in line with requirements that are seen to be in the best interests of maintaining market integrity. Renewals must be submitted to ESP@jse.co.za at least one month prior to the accreditation expiry.

7. ESP CHANGE NOTIFICATION

An ESP must immediately notify the JSE in writing of any changes:

- 7.1. made by the ESP that reduces compliance with any of the principles as set out in this Policy; and
- 7.2. to the list of JSE clients that the ESP is providing network services to.

Changes must be submitted to ESP@jse.co.za.

8. JSE ESP COMMITTEE

A JSE ESP Committee exists consisting of JSE employees with business and technical expertise across the JSE markets and services and is responsible for, inter alia:

- 8.1. Review and approval of new applications;
- 8.2. Approval of annual renewal applications;
- 8.3. Review of notification of changes;
- 8.4. Consideration of any non-compliance to this Policy; and
- 8.5. Ongoing review of this Policy in accordance with changing requirements to ensure ongoing market integrity.

9. ESP OBLIGATIONS

- 9.1. An ESP should ensure that they have the necessary skills to manage connectivity to the JSE's Systems and services e.g. management of multicast data.
- 9.2. An ESP should ensure that JSE Clients are treated fairly in relation to one another for the same service.
- 9.3. An ESP shall provide to the JSE, upon the JSE's request, detailed reports relating to JSE client connections, confirming that the access and connection provided by the ESP is in line with the JSE client's subscription to JSE Systems and service.
- 9.4. An ESP shall supply, install and maintain the dual cross connects connecting to the JSE's international access point, as further set out in the technical documents of the Services Documentation.
- 9.5. An ESP will be responsible for troubleshooting efforts for the relevant JSE clients, specific to JSE services. This will include all areas of the ESP's network infrastructure, including peering activities and configurations between peering points.
- 9.6. An ESP shall provide the relevant JSE clients with support, including the troubleshooting of connectivity related issues directly related to the ESP's services provisioned for the JSE's services.
- 9.7. An ESP shall promptly notify the JSE of any connectivity related issues or disruptions that may have a direct or indirect impact on JSE clients making use of ESP services which facilitate connectivity to JSE services.
- 9.8. An ESP shall supply a registered public IP version 4 network address range for peering purposes, to facilitate the peering between the ESP's peering point and the peering point on the JSE's international access point.
- 9.9. An ESP shall route registered public IP version 4 network address ranges to the JSE's international access point to facilitate connectivity for the relevant JSE clients.

10. ESP POLICY PRINCIPLES

10.1. SECURITY (CONFIDENTIALITY / INTEGRITY / AVAILABILITY)

- 10.1.1. An ESP shall ensure that it protects confidential, proprietary, client and other information of the JSE clients they provide services to, from any unauthorized disclosure to person or entities.
- 10.1.2. An ESP shall ensure it has adequate policies and procedures in place to manage authorized staff or agents who have access to the platform infrastructure that they use to provide services to, or on behalf of, the JSE clients.
- 10.1.3. An ESP shall ensure adequate controls are in place to preserve the integrity and availability for the services to the JSE clients (e.g. policies and capabilities to protect against logical threats such as wire sniffing, Denial of Service attacks and hacking of the network infrastructure).
- 10.1.4. An ESP shall install and maintain such control, security and logistical systems in order to prevent any unauthorized or inappropriate access to the JSE services (e.g. receiving public data that the JSE clients are not contracted to receive). Any information received by JSE Systems is deemed for all purposes under the JSE rules and directives to be submitted to the JSE Systems by, and with the knowledge of the JSE clients.

10.2. CAPACITY MANAGEMENT

An ESP must have adequate capacity to accommodate the aggregated peak bandwidth requirements of, or on behalf of, the JSE clients they provide services to.

10.3. MONITORING AND SUPPORT

- 10.3.1. An ESP must implement proactive monitoring capabilities with support policies and procedures that mitigate disruption to the JSE clients they provide services to.
- 10.3.2. An ESP must ensure that the appropriate escalation, business and technical support services are in place in order to assist JSE clients they provide services to and or the JSE with efficient problem resolution.

10.4. CHANGE MANAGEMENT

A formal change management process must be maintained and practiced by the ESP to ensure minimal disruption and / or no negative impact or risk to the operations of the JSE services and JSE systems as well as the JSE clients that they provide services to.

10.5. BUSINESS CONTINUITY / RESILIENCE / REDUNDANCY

An ESP must have appropriate contingency (reduces impact in the event of a failure), and resilience (prevents failures) arrangements to ensure minimal disruption and / or negative impact to the operations of the JSE services and JSE systems as well as the JSE clients they provide services to.

10.6. AGREEMENTS / LEGAL (OBLIGATIONS AND SERVICE LEVELS)

An ESP must provide JSE clients they provide services to with a legally binding written contract, which is appropriate to the materiality of the services provided.

11. CONTACT INFORMATION

<p>JSE Limited One Exchange Square Gwen Lane, Sandown South Africa Tel: +27 11 520 7000 www.jse.co.za</p>	<p>Enquiries: Clem Verwey JSE Network and Client Connectivity Manager Tel: +27 11 520 7807 Mail: clemv@jse.co.za</p>
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