



Information Services Guideline

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Introduction

SET Information Services are the comprehensive sources of market data and Thai listed companies' information. These services are developed and provided by the Stock Exchange of Thailand ("**SET**") and its subsidiaries (i.e., Thailand Futures Exchange Public Company Limited ("**TFEX**")) (collectively referred to as "**Service Provider**") to serve various groups of customers who would like to access, use and disseminate such information.

This document is a statement of the policies which govern the access, receipt, use and redistribution of information granted by Service Provider. It is essential that any person who accesses, receives, uses or redistributes the information is aware of and fully understands the details contained in this Guideline and any updated or amended versions that Service Provider may publish at Service Provider's discretion from time to time.

In case of the use of Information for Non - Display Usage, please see Section 11.

In case of the use of SET index or trade mark in connection with the issue operation, marketing or promotion of any financial product or service, please contact Information Services Department.

If there are any queries regarding this Guideline, please do not hesitate to contact Information Services Department. Contact details are specified below:

Information Services Department

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Information Services Guideline

1. Definition of Terms

Unless the context requires otherwise, the capitalized terms used in this Guideline shall have the meanings given to them as follows:

Customer	means any person (whether company, legal entity or individual) who subscribes to access Information provided via Subscriber's service and is required by this Guideline to execute a Subscriber Agreement as specified in this Guideline.
Delayed Information	means Information that is available with a time delay of 15 (fifteen) minutes or more (or such other period as specified from time to time by Service Provider) from the time it was first transmitted to the market by Service Provider.
Derived Data	means any data created by processing Information with or without other data in such a way that the original Information cannot be identified, recreated or re-engineered from the data as processed.
Device	means any unit of equipment, fixed or portable, capable of receiving or displaying Information in any form. Service Provider reserves the right to determine at its sole discretion whether any item of equipment constitutes a Device.
Device ID	means a code or reference used to identify an individual Device capable of receiving Information from an identified individual source.
End of Day Information	means Information that is available after close of trading, including but not limited to Information reflecting the closing position on a given trading day.
Guideline	means this SET Information Services Guideline.
Information	<p>means data or information made available under Market Data Agreement by Service Provider, including but not limited to trading data of listed securities or derivatives on SET or TFEX, that can be disclosed at Service Provider's discretion.</p> <p>Information also includes any processed Information where the underlying Information can be identified, recalculated or re-engineered from such processed Information.</p> <p>For avoidance of doubt, Information may also be referred to in any Market Data Agreement as "Data."</p>

Intellectual Property Rights	means patents, trademarks, service marks, trade and service names, copyrights and related rights, know-how and trade secrets whether or not any of them are registered, and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world, including applications for any of them.
Market Data Agreement	means a written agreement or application form provided by Service Provider and signed by Subscriber regarding the use and/or dissemination of Information (as the case may be).
Operational Controls	means systems, rules, procedures and authorizations that, taken together and to the satisfaction of the Service Provider, effectively: <ul style="list-style-type: none"> (a) control the access or use of Information. (b) record and identify authorized and unauthorized access to Information, and facilitate appropriate action; or (c) prevent or restrict unauthorized access to Information. Operational Controls are regarded by the Service Provider as effective in any period if there is auditable evidence of their operation throughout the period.
Real-Time Information	means Information that is available at real-time or with a time delay of less than 15 (fifteen) minutes (or such other period as specified from time to time by Service Provider) of its creation or transmission from the Service Provider's systems.
Report	has the meaning set out in Section 7 of this Guideline
Service Facilitator	means any person (whether company, legal entity or individual) receiving the Information from Subscriber for the sole purpose of facilitating use or dissemination of Information in Subscriber's service in accordance with Market Data Agreement.
Service Provider	refers to SET and/or its subsidiaries, i.e. TFEX
SET	means the Stock Exchange of Thailand
Subscriber	means a person who subscribes to directly or indirectly access Information via Service Provider's service and executes a Market Data Agreement provided by Service Provider.
Subscriber Agreement	means a written agreement between Subscriber and Customer relating to the Customer's use of Information.
TFEX	means Thailand Futures Exchange Public Company Limited

Unit of Count	means any unit that is used to identify, control or report access to Information and applicable fees in accordance with Section 6 of this Guideline.
User ID	means a code or reference used to identify an individual natural person who is able to access to Information.
User	An individual natural person user identified (by User ID and confidential password or other unambiguous method acceptable to Service Provider) and authorized or allowed by Subscriber to access Information supplied directly or indirectly via Subscriber's service.

2. Subscriber's use of Information

- 2.1 Upon execution of Market Data Agreement, Service Provider shall make Information services available to Subscriber for use on a non-exclusive basis.
- 2.2 Subscriber must ensure via effective Operational Controls that all access and use of Information complies with the provisions of Market Data Agreement, this Guideline and all applicable regulatory and legal requirements.
- 2.3 Subscriber may store or process Information. Any processed Information remains Information subject to Market Data Agreement and this Guideline if the Information as originally disseminated in Service Provider's Information services can be identified, recalculated or re-engineering from the processed Information. Service Provider reserves the right to determine at its sole discretion whether any item of processed Information represents Information subject to Market Data Agreement and this Guideline.
- 2.4 Subscriber shall not use the Information or any part of Information to directly or indirectly establish, maintain or provide, or assist in establishing, maintaining or providing an off-market for the trading on any venue or platform outside SET or TFEX of securities or derivatives listed or traded on SET or TFEX, nor shall Subscriber provide a securities or futures contracts dealing service in Thailand, without obtaining the prior consent of Service Provider.
- 2.5 Information may not be used as Non-Display Usage without the prior written permission of the Service Provider. Please see the details of "Non-Display Usage" as specified in Section 11.
- 2.6 Subscriber shall deny access to Information to any Customer or recipients without delay on instruction from the Service Provider where Service Provider has reasonable grounds to suspect unauthorized access to or use of Information or any other breach of the Market Data Agreement or this Guideline by the Customer or recipient.

- 2.7 Subscriber shall ensure that:
- (a) Delayed Information or End of Day Information is clearly labeled as Delayed Information or End of Day Information (as the case may be). For Delayed Information, Subscriber shall also ensure that the period of delay or time of original dissemination is shown or attached to Delayed Information.
 - (b) where technically feasible, the Service Provider shall be specified as a source of Information.
 - (c) Subscriber shall not deface or misuse any Service Provider's or third party's trademarks transmitted with Information, and use all reasonable efforts not to remove such trademarks from Information; and
 - (d) Subscriber shall comply with any other requirements which Service Provider may specify from time to time.

3. Dissemination of Information

This section applies where Subscriber is permitted by Market Data Agreement to disseminate Information via Subscriber's service to Customers or other recipients.

3.1 Subscriber may distribute Real-Time Information to Customers only. Unless otherwise stipulated by Service Provider in writing, Subscriber shall not be entitled to distribute Real-Time Information to the public or to any person by any means.

3.1.1 Prior to distribution of Real-Time Information to Customers, Subscriber must:

- (a) ensure that each Customer has executed a Subscriber Agreement as specified in Section 4.
- (b) ensure, by means of Subscriber Agreements or otherwise, that all use of and access to Real-Time Information by Customer's Users is subject to effective Operational Controls unless otherwise stipulated by Service Provider in writing.
- (c) ensure that each Customer meets the definition of Professional Customer or Non-Professional Customer as below:
 - (c.1) **"Professional Customer"** means any Customer other than a Non-Professional Customer;
 - (c.2) **"Non-Professional Customer"** means any User with the following characteristics:
 - (i) An individual who registers and is billed under his name or capacity; and
 - (ii) A person who use the Information for his personal purpose only and not for commercial purpose nor for the purpose of Information re-dissemination or giving any form of advice to any other person.

- 3.1.2 Subscriber may distribute or publish Delayed Information or End of Day Information without requiring the viewer to execute a Subscriber Agreement, providing that the viewers are informed that:
- (a) Service Provider reserves all Intellectual Property Rights in the Information;
 - (b) Service Provider shall not be liable for any claim, loss or damages arising from the use of Information;
 - (c) Information is for personal use and not allowed to be re-distributed by the viewer to any third party without the prior permission of Service Provider.
 - (d) Information shall not be used in trading, execution services or creation of financial products or indices; and
 - (e) Service Provider may ask Subscriber to deny access to Information by any viewer if Service Provider has reason to believe the Information is being misused.
- 3.1.3 Where Delayed Information or End of Day Information is displayed on the website(s) of Subscriber such display shall be hosted and controlled by Subscriber unless otherwise approved in writing by Service Provider and mobile applications shall be synchronized by reference to such websites. Service Provider reserves all rights to determine whether any public internet display or associated mobile application shall be regarded as a public website under this section.
- 3.1.4 Redistribution of Historical Information, (defined as any compilation relating to an extended period created from Real-Time Information, Delayed Information or End of Day Information), is expressly prohibited without Service Provider's prior written approval, for which a fee may apply. Service Provider reserves all rights to determine whether any compilation of Information represents Historical Information in accordance with this Guideline.
- 3.2 Before permitting Customer to act as a distributor, make Non-Display Usage of Information or use Information for any other purpose that requires the prior permission of Service Provider, Subscriber shall get the written confirmation from Service Provider that such Customer has executed the appropriate agreement with Service Provider. Otherwise, Subscriber will be responsible for paying Service Provider any fees that would have been payable by Customer in respect of its use if Information supplied by Subscriber. Moreover, Subscriber shall deny access to Information to such Customer without delay.

4. Subscriber Agreement

This section only applies where Subscriber is permitted by Market Data Agreement to disseminate Information to Customers.

- 4.1 Prior to providing Real-Time Information to any Customer, Subscriber shall have the Customer execute a Subscriber Agreement. Subscriber acknowledges that the dissemination of Real-Time Information without a valid Subscriber Agreement is deemed to breach Market Data Agreement.
- 4.2 Subscriber shall meet the requirements for Subscriber Agreements set out in Market Data Agreement and, in particular, shall include in the Subscriber Agreement the following terms or substantially similar terms:
- (a) Customer shall use Information internally only and shall not disseminate or publish to any third parties all or part of Information unless otherwise allowed by Service Provider in writing;
 - (b) Customer may not make Non-Display Usage of Information without the prior written permission of Service Provider;
 - (c) Customer agrees that the Intellectual Property Rights in Information shall solely belong to Service Provider. In case Customer modifies, processes or does anything to Information, the Intellectual Property Rights in such processed Information shall be vested in Service Provider unless such processed Information is Derived Data;
 - (d) Customer shall comply with applicable terms relating to use of Information as specified in accordance with Market Data Agreement or as otherwise published by Service Provider from time to time or otherwise notified to Customer by Subscriber from time to time;
 - (e) Where Customer controls User access to Real-Time Information supplied via Subscriber's service, Customer shall maintain effective Operational Controls over access to Real-Time Information by any individual User of Customer; and
 - (f) Customer agrees to maintain all records and provide all Information required by Service Provider in accordance with Market Data Agreement and this Guideline or by Subscriber to meet Subscriber's record keeping, reporting and payment obligations to Service Provider, and to allow Service Provider or its authorized representatives to audit the Operational Controls, accounts, records and other relevant documents or systems of Customer in accordance with the terms and conditions of Market Data Agreement and this Guideline.
- 4.3 Subscriber shall ensure that nothing in any Subscriber Agreement conflicts with or supersedes the relevant requirement of Market Data Agreement and this Guideline.
- 4.4 Subscriber shall notify Customers in writing of additional requirements of Service Provider as published by Service Provider from time to time, where appropriate to the Customer's receipt and use of Information.

5. Service Facilitator

- 5.1 Subscriber may use Service Facilitators upon the written permission of Service Provider.
- 5.2 Subscriber shall have a basic protection and rights in its own legally enforceable agreements with Service Facilitators that ensure Service Provider is protected to the same extent as if Subscriber had administered Market Data Agreement to each Service Facilitator.
- 5.3 Subscriber shall have an effective Operational Control, acceptable to Service Provider, over all receipt and use by any Service Facilitator of Information made available to the Service Facilitator within Subscriber's service and over the release of Information to Customers within Subscriber's service as provided or facilitated by the Service Facilitator.
- 5.4 Subscriber is to unconditionally guarantee and accept responsibility for the performance of all obligations relating to the receipt and use of Information by Service Facilitators and the receipt and use of data distributed in services facilitated or supported by Service Facilitators.
- 5.5 Service Provider may from time to time inspect and audit all receipt and use of Information by Service Facilitators and all agreements, records and controls relating to the receipt and use of Information by any Service Facilitator.
- 5.6 Subscriber remains responsible for meeting all obligations, including but not limited to fee obligations, relating to the receipt and use of Information by the Service Facilitator and the receipt and use of Information distributed in services facilitated or supported by the Service Facilitator.
- 5.7 Service Provider reserves the rights, for any reason or none, to:
 - (a) deny or withdraw approval of any Service Facilitator;
 - (b) apply terms and conditions to approval of any Service Facilitator;
 - (c) introduce additional conditions or amend any existing conditions applicable to Service Facilitators as mentioned in this Guideline without prior notice; and/or
 - (d) require a separate agreement with any Service Facilitator.

6. Units of Count

Except where permitted in this Guideline, all access to Information by any individual User or Device or application must be subjected to effective Operational Controls and recorded where applicable by an applicable Unit of Count. Applicable Units of Count may include:

- (a) Unique User ID, defined as a User ID associated with each individual User which cannot be shared or used to access more than one Device simultaneously. If a User ID has been permissioned with simultaneous access, the total number of simultaneous accesses to Information associated with the User ID shall be

reported. Moreover, the number of User ID shall be reported and counted per source (such as data vendor or direct feed from SET);

- (b) Unique Device ID, defined as a Device ID associated with a specific Device which cannot be shared or used to access more than one Device simultaneously. If a Device ID has been permissioned with simultaneous access, the total number of simultaneous accesses to Information associated with the Device ID shall be reported. Moreover, the number of Device ID shall be reported and counted per source (such as data vendor or direct feed from SET);
- (c) legal entity or those who use Information as Non-Display Usage;
- (d) Device capable of accessing Information, where access to Information is controlled by Device. Unless otherwise agreed by Service Provider, this Unit of Count shall apply where there is no effective Operational Control over access to Information; and/or
- (e) any other unit as permitted by Service Provider from time to time.

Any queries regarding Unit of Count, please contact Information Services Department via email account: infoproducts@set.or.th

7. Records and Reporting

7.1 Subscriber shall retain and ensure that Customer retain all books and records, including auditable system logs and other records of Operational Controls, necessary for Subscriber to meet the reporting obligations specified in this Guideline and for Service Provider to identify and validate the use of Information, verify compliance with Market Data Agreement and assess fees payable to Service Provider. Records required in accordance with this Guideline shall be maintained for a minimum of 5 (five) years and made available for inspection and audit by Service Provider or its authorized representatives.

7.2 Unless otherwise agreed in writing:

- (a) Subscriber shall submit to Service Provider, by the 14th day of every consecutive month, a report on the total number of Units of Count able to access to Real-Time Information through the services of Subscriber ("**Report**").
- (b) Subscriber's Report shall meet the requirements set out in this section and shall be sent via email to: infoproducts@set.or.th.

7.3 Report shall include the following details:

- (a) Subscriber details:-
 - (i) name and address.
 - (ii) reporting date and reporting period.
- (b) Use of Real-Time Information within Subscriber:-
 - (i) total number of Units of Count in Subscriber subject to fees;
 - (ii) total number of Units of Count in Subscriber subject to fees waived.
- (c) Use of Information by Service Facilitators (when permitted):-

- (i) name and address of each Service Facilitator;
 - (ii) total number of Units of Count at each location of Service Facilitator with access to Real-Time Information.
 - (d) Supply of Information to other distributors (when permitted):-
 - (i) name and address of each distributor;
 - (e) Reporting for each Customer:-
 - (i) Customer's ID code;
 - (ii) name and address of each Customer;
 - (iii) total number of Units of Count with access to Real-Time Information.
- 7.4 Where Subscriber controls access to Information by Unique User or Device ID, Reports should be based on the number of unique User or Device IDs (as applicable) authorized or allowed to access Information at any time during the period. Sharing or concurrent using of Unique User or Device IDs is prohibited.
- 7.5 Where the Subscriber controls access to Information by Device, or does not control access to Information by unique User or Device ID, Report should be based on the number of Devices capable of accessing and/or displaying Information during the period, unless any other basis or reporting has the prior written approval of Service Provider.
- 7.6 If there is any error in Report, Service Provider, at its sole discretion, may allow Subscriber, upon its request, to submit a revised Report for Service Provider's consideration within 60 (sixty) days from the date the initial Report is received by Service Provider. If Service Provider finds that the revised Report is acceptable, Service Provider may accept the revised Report to replace the initial Report. However, this does not waive Subscriber's liability for any underreporting of usage to Service Provider, nor does it affect Subscriber's obligations to raise any underreporting with Service Provider as soon as Subscriber become aware and to settle payment of all outstanding fees.
- 7.7 If an error in Report is an over - reporting, Service Provider, at its sole discretion, may issue the credit of overpaid amount and use such credit to offset against the future fees obligated by Subscriber.
- 7.8 Where Subscriber is permitted by Market Data Agreement to disseminate Real-Time Information to Customers, Fees payable to Service Provider may be waived in respect of Units of Count that are used by Subscriber solely for internal monitoring, testing development and control the service. However, the number of Units of Count with access to Information for these purposes and subject to waiver of fees shall be reported to Service Provider under this section. Service Provider may limit the number of Units of Count for which fees are waived in accordance with this clause or, at Service Provider's sole discretion, on any other basis and reserves the right from time to time to reduce any such limit on 90 days' notice to Subscriber.

7.9 No regular reporting is required with respect to Delayed Information or End of day Information. However, Service Provider reserves the right to request and require Subscriber from time to time on a reasonable notice to provide such reporting Information as may be required in order for Service Provider to monitor compliance with Market Data Agreement and this Guideline and bill applicable Fees.

8. Free Trial

Where Subscriber is permitted to disseminate Information, Subscriber may provide its potential Customers free trial access to Information for a period of 15 (fifteen) days once a year. Subscriber shall maintain effective Operational Controls to prevent unauthorized access to or use of Information provided on a free trial basis. Where Subscriber assigns its potential Customer a User ID, each free trial User ID shall be assigned to a specific User at the potential Customer location and shall not be used concurrently or shared.

Unless otherwise agreed, Subscriber's Report shall include the total number of potential Customers with free trial access, together with each potential Customer name and address, for the purpose of monitoring by Service Provider.

Subscriber may not use the free trial access permitted under this section as a discount of its service to existing Customers or offer free trial access repeatedly to the same potential Customer.

9. Fee

Subscriber shall pay fees calculated and payable to Service Provider in accordance with the terms and conditions of this Guideline and Market Data Agreement at the rate prescribed by Service Provider.

Fees payable to Service Provider shall be net of all direct or indirect taxes, including but not limited to value added tax (VAT), other sales tax, levies or stamp duties, and without any deduction whatsoever (including but not limited to any withholding taxes). Subscriber shall be responsible for all applicable taxes imposed by law or any taxing authorities.

Any queries regarding the rate or calculation of fee, please contact Information Services Department via email account: infoproducts@set.or.th

10. Payment

10.1 Subscriber shall pay all applicable fees to Service Provider by means, in currency and within the due date as specified in the invoice issued to Subscriber from time to time.

10.2 If there has been late payment, Subscriber shall pay interest on any overdue payment at the rate of 15 (fifteen) percent per annum. However, this shall not deprive Service Provider of any right entitled under this Guideline and Market Data Agreement.

11. Non-Display Usage of Information

11.1 Any person who wishes to make Non-Display Usage of Information shall execute a separate agreement with Service Provider and pay applicable fees at the rate prescribed by Service Provider. For the purpose of this Guideline, Non-Display Usage and creation of Derived Data have substantially the same meaning and Derived Data is regarded as a by-product of Non-Display Usage.

11.2 SET recognizes 4 categories of Non-Display Usage business activities:

- (a) Automated Trading Application: Any application that accesses or uses Information for the purposes of automatic calculation, processing and analysis, and which determines or supports the quantity, price and timing of order execution, will be regarded as an “Automated Trading Application”, including program trading, market making application, basket trading application, order routing application, execution algorithms application, etc;
- (b) Any application utilizing Information for the purpose of funds administration, risk management, portfolio valuation, or quantitative analysis;
- (c) Any utilization of Information for index creation, pricing of financial products (including funds, derivatives, structured products, contracts for difference (CFDs) etc.), spread betting or similar activities. Service Provider reserves its right to determine whether any activity constitutes “pricing of financial products”; and
- (d) Any Non-Display Usage or creation of Derived Data outside the business activities described in (a) – (c) above.

All access to Information by any Non-Display Usage application must be subject to Operational Controls which identify and record the purpose for which Information is used, enabling the category of Non-Display Usage to be determined and any unauthorized Non-Display Usage to be identified.

11.3 Any Non-Display Usage or creation of Derived Data outside the business activities described in 11.2 (a) – (c) must be specified in Non-Display Usage Disclosure Form and is subject to approval of Service Provider. Service Provider reserves the right to apply fees to any such use at Service Provider’s sole discretion.

11.4 Where Subscriber distributes Information to Customers, Subscriber must ensure that all Customers complete and send to Service Provider a Non-Display Usage Disclosure Form and update their Non-Display Usage Disclosure Form in the event of any change to their previously disclosed Non-Display Usage and that all Customers declaring any Non-Display Usage execute the applicable agreement with Service Provider. Unless otherwise agreed with Subscriber, fees for Non-Display Usage by Customers will be billed direct by Service Provider to the Customers. Subscriber shall have no liability for unpaid fees in respect of any Non-Display Usage by a Customer that has executed the applicable agreement with Service Provider. Subscriber remains liable for fees applicable to Non-Display Usage by Subscriber of Information supplied via Subscriber’s service and to Non-Display Usage of

such Information by any Customer that has not disclosed such Non-Display Usage to the Service Provider or executed the applicable agreement with Service Provider.

The details of Non-Display Usage policy are published on SET website at the link: http://www.set.or.th/en/products/info/policy_p1.html

Any queries regarding the Non-Display Usage of Information, please contact Information Services Department via email account: infoproducts@set.or.th.

12. Audit

- 12.1 Service Provider or its authorized representatives may, upon giving Subscriber or Customer not less than 30 (thirty) days prior written notice (or such other shorter period of notice where Service Provider reasonably suspects Subscriber or Customer to be in breach of a valid Market Data Agreement or Subscriber Agreement), audit the Operational Controls, accounts, records and other relevant documents and/or take copies or extracts thereof solely to verify that Subscriber or Customer is in full compliance with the terms and conditions of a valid Market Data Agreement or Subscriber Agreement.
- 12.2 Without limiting the scope of an audit, an inspection would generally entail review of:
- (a) the access to and use of Information by Subscriber, Customer, Services Facilitators and any other recipient;
 - (b) the effectiveness of Operational Controls;
 - (c) the extent of dissemination of Information by Subscriber, Customer, Service Facilitators and any other recipient;
 - (d) the completeness and accuracy of Reports used as the basis for Fees; and
 - (e) any other compliance issues recognized during the course of the audit.
- 12.3 If the audit report shows that there has been an underpayment, Subscriber shall pay to Service Provider, within the due date as specified in the invoice, the underpayment and an interest on the underpayment at the rate of 15 (fifteen) percent per annum from the date it was first incurred until Subscriber makes a full payment. If there has been an underpayment in excess of 10 (ten) percent, Subscriber shall be responsible for any costs and expenses incurred by Service Provider on a full indemnity basis carrying out the audit, including the auditor fee.
- 12.4 If the audit report shows that there is any breach of a valid Market Data Agreement or this Guideline (as the case may be) or if any underpayments have not been settled directly with Customers or Service Facilitators of Subscriber, Subscriber shall pay to Service Provider the damages and outstanding underpayments, together with any costs and expenses incurred by Service Provider on a full indemnity basis carrying out the audit. Such damages, outstanding underpayments, costs and expenses shall be paid within the due date as specified in the invoice.

- 12.5 If an audited party raises any objection to the amount specified in the audit report, the audited party and/or Subscriber (as applicable) shall provide Service Provider with full documentary evidence to support the objection and Service Provider will work with the audited party and/or Subscriber (as applicable) in good faith to agree a settlement within 30 days of the date on which the objection is received. If no settlement is agreed within the 30 days of receipt of the audit report, and the parties have failed to agree on an alternative means of resolving the dispute, Service Provider has the right to bill the audited party and/or Subscriber (as applicable) an estimated amount taking into account any evidence provided.
- 12.6 Service Provider reserves its right to audit the Operational Controls, accounts, records and other relevant documents and/or take or demand copies or extracts thereof solely to verify that Subscriber or Customer is in compliance with a valid Market Data Agreement or Subscriber Agreement (as the case may be) for a period of 12 (twelve) months following the termination or expiry of such agreement. Subscriber's obligations under this Guideline to maintain records and make them available for audit inspection shall survive the termination or expiry of Market Data Agreement or Subscriber Agreement for the same period.
- 12.7 Any information provided to Service Provider or its authorized representatives in relation to an audit, together with all audit findings and audit settlement discussions shall be kept confidential by all parties and used only for the purpose of the audit in accordance with Market Data Agreement. Service Provider agrees to ensure that its audit inspectors, including any authorized representatives appointed by Service Provider to carry out audit inspections, comply with applicable and reasonable security and safety regulations and procedures and conform to any reasonable requirements of any audited party that are necessary to protect the confidentiality of records to be inspected in the course of the audit, provided that these are brought to the attention of the Service Provider before the beginning of the audit inspection.

13. General

- 13.1 This Guideline shall become effective on **1 October 2019** onwards and its provisions shall form an integral part of Market Data Agreement in relation to the access, receipt, use and redistribution of Information and associated rights and obligations set out in this Guideline.
- If there are any conflicts or inconsistencies between the provisions of this Guideline and Market Data Agreement, the provisions of this Guideline shall prevail.
- 13.2 Service Provider may amend this Guideline from time to time with at least 90 days advance written notice.

For more information regarding the Information policy under this Guideline, please contact Information Services Department via email account: infoproducts@set.or.th