

DATED _____

HKFE Clearing Corporation Limited

and

DCASS SUBSCRIPTION AND LICENCE AGREEMENT

THIS AGREEMENT is made the _____ day of _____

BETWEEN

- (1) **HKFE Clearing Corporation Limited** whose registered office is situated at 12/F., One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**HKCC**”); and
- (2) _____, a company incorporated in Hong Kong whose registered office is situated at _____ (“**HKCC Participant**”).

WHEREAS

- A. HKCC is a recognized clearing house which clears all trades concluded on the markets operated by Hong Kong Futures Exchange Limited (“**HKFE**”) using DCASS (as defined below).
- B. HKCC Participant wishes to subscribe to DCASS and HKCC agrees to sub-license to HKCC Participant the Software (as defined below) to enable it to connect to DCASS upon the terms and subject to the conditions set out below.

NOW IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 “**Accredited Vendor**” shall mean any of the suppliers of Telecommunication Lines set out in Exhibit G;

“**DCASS**” means the Derivatives Clearing and Settlement System, the computer based clearing network operated by HKCC or an operator designated by HKCC and accessed exclusively through DCASS API;

“**DCASS API**” means the application programming interface which allows HKCC Participant to access DCASS by way of the DCASS Workstation Applications or applications developed using the DCASS Application Programming Interface described in Exhibit A;

“**DCASS Designated Officer**” means a person, together with an alternate, designated by HKCC Participant as being the contact person in respect of all matters relating to its subscription and connection to DCASS, and any substitute therefor notified to HKCC. Details of the DCASS Designated Officer and his alternate as at the date of this Agreement are set out in Exhibit F;

“**Designated Computer**” means the computer set out in Exhibit B or such other computer to which the DCASS Workstation Applications Software may have been installed after approval pursuant to Clause 3.4 or 3.5;

“**Documentation**” means the manuals, literature and other documents for Equipment, Software and DCASS supplied by HKCC to HKCC Participant;

“**Equipment**” means the hardware and software described in Exhibit B;

“**HKCC Rules**” means the Rules and Procedures of HKCC and HKFE and any amendments, supplements, variations or modifications thereto from time to time in force;

“HKEx Group” means Hong Kong Exchanges and Clearing Limited (**“HKEx”**) and its subsidiaries;

“Location” means the installation premises of HKCC Participant set out in Exhibit F or such other installation premises to which the Equipment and DCASS Workstation Applications Software may have been moved after approval pursuant to Clause 3.4 or 3.5;

“SEOCH Affiliate” means an affiliate of HKCC Participant which is a participant of The SEHK Options Clearing House Limited (**“SEOCH”**). For the purpose of this Agreement, affiliate means a subsidiary of HKCC Participant, the holding company of HKCC Participant or any subsidiary of such holding company;

“Software” means the DCASS Workstation Applications Software or the DCASS Application Programming Interface Software sub-licensed by HKCC, and all other software licensed by the original software developer, to HKCC Participant hereunder, or any update (including any new version or new release or corrective release) thereof pursuant to item 2 under ‘Functionality’ in Exhibit D;

“Telecommunication Lines” means the telecommunication services and communication equipment, including modems, and all other communication equipment provided by an Accredited Vendor to the HKCC Participant in connection with the Equipment and the Software for the purposes of this Agreement; and

“User Rules” means the rules and regulations set forth in Exhibit D relating to the use of DCASS as amended from time to time pursuant to Clause 2.2.

1.2 The headings of the terms and conditions herein contained are inserted for convenience only and are not intended to be part of this Agreement.

2. DCASS SUBSCRIPTION

2.1 HKCC Participant hereby subscribes to, and HKCC hereby agrees to allow HKCC Participant to connect to, DCASS through such number of DCASS APIs as HKCC may allow upon the terms and subject to the terms of this Agreement.

2.2 Any use of DCASS by HKCC Participant shall be in strict compliance with the User Rules and the HKCC Rules. HKCC may amend or otherwise change the User Rules, subject to giving HKCC Participant not less than seven (7) calendar days prior written notice thereof. A current version of the User Rules is attached as Exhibit D.

2.3 Use of DCASS is subject to HKCC Participant having installed the Equipment and having basic hardware and software enabling such use and that such basic hardware and software are covered by a service agreement including, but not limited to, new versions/updates of such software, signed between HKCC Participant and the respective supplier. The minimum required basic hardware and software for the currently available version of the DCASS Workstation Applications are described in Exhibit B. It is the sole responsibility of HKCC Participant to acquire the required basic hardware and software, to sign a service agreement covering such hardware and software and to bear all costs connected therewith. HKCC Participant acknowledges that the operation of DCASS will depend upon the Equipment and HKCC Participant’s own hardware and software.

Apart from required Equipment and basic hardware and software defined above, HKCC reserves the right to approve any equipment, hardware and software to be used by HKCC Participant in connection with DCASS.

- 2.4 It shall be the responsibility of the HKCC Participant to enter into a service agreement with an Accredited Vendor for the subscription of Telecommunication Lines for connection to HKCC's designated local facility. HKCC Participant is responsible for and shall pay the Accredited Vendor(s) all fees and charges incurred for the Telecommunication Lines.
- 2.5 HKCC Participant shall appoint and at all times maintain a DCASS Designated Officer who shall have full power to receive and to give notices for and on behalf of HKCC Participant and to bind HKCC Participant, and to act as the contact person of HKCC Participant in relation to its subscription to DCASS and sub-license of Software hereunder. Changes of the DCASS Designated Officer shall take effect when written notice thereof has been received by HKCC.

3. SOFTWARE SUB-LICENSE

A. DCASS Workstation Applications Software

- 3.1 HKCC hereby grants to HKCC Participant and HKCC Participant hereby accepts, subject to the terms and conditions of this Agreement, a non-exclusive, personal, non-assignable and non-transferable sub-licence of the DCASS Workstation Applications Software, for each connection of HKCC Participant to DCASS through the DCASS API using such Software, solely for the purpose of clearing and settling contracts on DCASS.
- 3.2 The DCASS Workstation Applications Software shall be installed at the Location by HKCC or its subcontractor (specified in Exhibit C or otherwise notified to HKCC Participant) or by HKCC Participant in accordance with installation instructions given by HKCC. Prior to such installation, HKCC Participant shall fully cooperate with HKCC and its subcontractor and provide information regarding HKCC Participant's hardware and software necessary for the installation of the DCASS Workstation Applications Software and shall also perform promptly all preparatory actions and work requested by HKCC or its subcontractor.
- 3.3 HKCC shall not be liable to HKCC Participant for any delay in the installation. The installation work is subject to, inter alia, HKCC Participant's due performance of its obligations under this Agreement and the necessary Telecommunication Lines having been obtained.
- 3.4 HKCC Participant may use the DCASS Workstation Applications Software, within the licence limitations only, on the Designated Computer(s).

Subject to HKCC's prior approval, HKCC Participant may use the DCASS Workstation Applications Software on another processor on a temporary basis during a malfunction which inhibits or prevents its execution on the licensed processor.

All updates of the DCASS Workstation Applications Software, whether described as updates, new releases, new versions, modifications or correction will remain the property of HKCC or its licensor and may only be used on the processor which is licensed for a previous version. Any such updates, new releases and/or new versions shall be licensed subject to these terms and conditions.

- 3.5 HKCC Participant may only use the DCASS Workstation Applications Software together with the Equipment at the Location. Such use shall be limited to use in accordance with this Agreement, the HKCC Rules, the User Rules, the Documentation and all relevant instructions

and recommendations of original manufacturers or suppliers of the Equipment and such Software.

Subject to prior written approval from HKCC, HKCC Participant may move the Equipment or replace the Designated Computer. HKCC Participant shall be responsible for the payment of its Accredited Vendor(s) or any other party all costs thereof in accordance with Clause 2.4 above. HKCC Participant shall reimburse HKCC and the relevant HKEx entity for their costs and expenses in connection with any move as aforesaid.

B. DCASS Application Programming Interface Software

3.6 Upon the request of HKCC Participant, HKCC shall also grant to HKCC Participant a non-exclusive, personal, non-assignable and non-transferable sub-license to use the DCASS Application Programming Interface Software solely for the purpose of developing applications to connect to DCASS through the DCASS API.

3.7 All applications developed by HKCC Participant using the DCASS Application Programming Interface Software, including any modifications thereto, must be approved and validated by HKCC before they can be connected to the production environment of DCASS. In granting such approval and validation, HKCC may in its absolute discretion specify such tests as it may require to be successfully conducted in respect of the applications and impose such conditions as it may consider appropriate in connection therewith. HKCC reserves the right to approve any applications to be used in connection with DCASS and to charge HKCC Participant such fees as HKCC may consider appropriate in approving and validating such applications and modifications thereto.

4. OTHER SOFTWARE SUB-LICENSE TERMS

4.1 The Software sub-licensed and delivered hereunder will be the object code of the Software in machine readable form only.

4.2 HKCC Participant shall under no circumstances be entitled to further sub-license any rights to the Software or the Documentation or any part thereof to any third party.

4.3 HKCC Participant acknowledges that HKCC is merely a licensee and that the owner of the Software is OMX Technology AB.

4.4 HKCC Participant undertakes and agrees that it will:

(a) not use, copy, modify, adapt, translate, distribute, disclose, lease, decompile, reverse assemble, reverse engineer or allow unauthorized access to the Software or Documentation, or allow, assist or procure any third party to do so, save as expressly permitted under this Agreement;

(b) adopt suitable security measures and apply a reasonable degree of care in relation to the Software in order to ensure adequate protection of the Software from unauthorized disclosure, copying or use;

(c) not remove any trademark or service mark applied to the Software or Documentation by any proprietary owner of the Software or Documentation;

(d) obtain all necessary certificates, licenses, permits and authorizations required for the use of the Software and shall not do, neglect to do or permit to be done any act whereby the Software or the use thereof or the services of DCASS would contravene

any applicable law, rule or regulation for the time being in force. HKCC Participant has the sole responsibility to obtain, in addition to HKCC's written consent, consent of local and foreign authorities, if applicable, and other appropriate agencies before importing or using the Software or products and applications developed therefrom or systems incorporating all or portions thereof, outside of Hong Kong. HKCC Participant shall ensure that any use of the Software or products or applications developed therefrom or any access to DCASS from a jurisdiction outside of Hong Kong by it or permitted by it will not subject HKCC to any legal, regulatory, tax, reporting, registration or other requirements of such jurisdiction;

- (e) execute such undertakings and other documents as HKCC may require in respect of any remote clearing operations of HKCC Participant;
 - (f) ensure that the applications developed for the clearing and settlement of contracts on DCASS at all times comply with all applicable HKCC Rules; and
 - (g) not operate a service bureau using any applications for any other participants of HKCC or third parties without the prior written consent of HKCC, which consent may be given subject to such conditions as HKCC may think fit to impose.
- 4.5 If during the term of this sub-license, HKCC believes that the Software has been made available by HKCC Participant to any third party or used by HKCC Participant for an unauthorized purpose, HKCC Participant shall at HKCC's request provide copies of such records sufficient for HKCC to determine whether such circumstances have occurred. If such records are not available, or at the request of HKCC, HKCC Participant shall allow HKCC, its employees and agents access to HKCC Participant's premises and records as HKCC may consider sufficient to determine HKCC Participant's proper use of the Software. HKCC Participant agrees to indemnify HKCC on a full indemnity basis against all costs and expenses incurred by HKCC in exercising its rights under this Clause 4.5, including all travel and accommodation costs.
- 4.6 HKCC Participant hereby agrees that regarding Software owned by OMX Technology AB, OMX Technology AB shall, in addition to HKCC, have the right to enforce these sub-license terms and conditions against HKCC Participant including the right to terminate the sub-license or this Agreement for non-compliance as if OMX Technology AB were a party to this Agreement.

5. EQUIPMENT

- 5.1 HKCC Participant shall install and maintain the Equipment at its own cost.
- 5.2 HKCC Participant shall keep the Equipment secure from access by unauthorized persons. HKCC Participant shall ensure that no trademarks or other notices or rights displayed on the Equipment are removed, obscured or defaced.

6. SUPPORT AND MAINTENANCE SERVICES

HKCC, either itself or through its subcontractors, shall use its reasonable endeavors to maintain and support the services of DCASS and the Software. HKCC may as part of this support and maintenance service, at its own discretion, change the Software for other Software or new versions or updates thereof. In the event of any problems with or malfunctions of the Telecommunication Lines, HKCC Participant shall report the problems to its Accredited Vendor(s). HKCC Participant acknowledges that problems with or malfunctions of any Telecommunication Lines will be the responsibility of the respective Accredited Vendor(s).

7. DCASS ACCOUNT WITH SEOCH AFFILIATE

- 7.1 This Clause shall apply where HKCC Participant and its SEOCH Affiliate have requested HKCC and SEOCH to open one single customer account for both of them in DCASS (the “**Account**”).
- 7.2 HKCC Participant acknowledges and agrees as follows in connection with the Account:
- (a) the Account will comprise accounts of both HKCC Participant and its SEOCH Affiliate;
 - (b) each DCASS user of HKCC Participant or its SEOCH Affiliate will have access to, and will be able to perform clearing functions on, all the accounts of HKCC Participant and its SEOCH Affiliate under the Account, and HKCC Participant represents that each such user is authorized and qualified to do so;
 - (c) DCASS reporting and on-line enquiries may be combined or segregated, as determined by HKCC or SEOCH;
 - (d) notwithstanding the above, HKCC Participant will remain liable to HKCC and its SEOCH Affiliate will remain liable to SEOCH in respect of positions in their respective accounts under the Account;
 - (e) HKCC Participant will procure that each user of the Account will exercise due care and comply with all relevant HKCC Rules and SEOCH rules and procedures in operating the accounts thereunder and will ensure that measures are in place to prevent the unauthorized or improper use of such accounts; and
 - (f) neither HKCC nor SEOCH shall be liable in any way for this single customer account arrangement.

8. FEES AND PAYMENT

- 8.1 HKCC Participant shall pay such fees, charges, expenses and disbursements in respect of the subscription of DCASS and the sub-license of Software hereunder as may be specified by HKCC in Exhibit E or in the HKCC Rules, such amounts shall be payable at such times and in such manner as may be specified by HKCC. HKCC Participant agrees that Exhibit E may be changed by HKCC (including the modification of an existing fee or the addition of a new fee) subject to not less than 7 calendar days’ prior written notice to HKCC Participant and any fees specified in the HKCC Rules may be changed from time to time by HKCC.
- 8.2 In addition to any other amounts due to HKCC hereunder, HKCC Participant shall pay to or reimburse HKCC the amount of any taxes, duties or other assessments (other than any tax based solely on HKCC’s net income) which HKCC is at any time obligated to pay or collect in connection with or arising out of the fees payable and the transactions contemplated by this Agreement.

9. LIABILITY

- 9.1 HKCC shall not be liable to HKCC Participant for any loss or damage whatsoever or howsoever caused or arising directly or indirectly in connection with this Agreement, the Software, the Equipment or DCASS caused by the use of or the full or partial unavailability of the Software, the Equipment or DCASS, or caused by failure to deliver or perform by

subcontractors, provided that such exclusion shall not apply to any loss or damage which is unlawful to exclude.

- 9.2 HKCC Participant undertakes to indemnify and hold harmless HKCC of any losses, costs (including legal costs on a full indemnity basis), damages and liability directly or indirectly resulting from HKCC Participant's use of Equipment, Software (including applications developed from the DCASS Application Programming Interface Software), Documentation and DCASS, including but not limited to claims from third parties, but excluding any losses, costs, damages and liability resulting from the gross negligence, wilful default or fraud of HKCC.
- 9.3 Notwithstanding the generality of Clause 9.1, HKCC expressly excludes liability for consequential loss or damage which may arise in respect of the Equipment, the Software, the Documentation or DCASS or the use or unavailability thereof or in respect of other equipment or property, or for loss of data or profit, business, revenue, goodwill or anticipated savings.
- 9.4 In the event that any limitation or provision contained in this Agreement shall be held to be invalid for any reason and HKCC becomes liable for loss or damage that would otherwise have been lawful to exclude, HKCC's aggregate liability in such respect shall be limited to the subscription fee actually paid by HKCC Participant (and not any other fees collected by HKCC for other service providers or subcontractors) according to Clause 8.1 during the preceding twelve months.
- 9.5 HKCC Participant acknowledges and agrees that HKCC shall not be liable for any loss or damage whatsoever or howsoever caused or arising in connection with the use of the information or services available through DCASS.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 HKCC Participant acknowledges that any and all of the trade marks, trade names, copyrights, patents and other intellectual property rights used or embodied in or in connection with DCASS, or the Software shall be and remain the sole property of HKCC, its licensor or a third party owner.
- 10.2 HKCC Participant undertakes to notify HKCC if HKCC Participant becomes aware of any infringement by a third party of HKCC or the third party owner's rights under this Agreement.

11. CONFIDENTIAL INFORMATION

- 11.1 All information, Documentation and codes which HKCC may have imparted and may from time to time impart to HKCC Participant relating to the Software, DCASS or the Equipment ("**Information**"), is proprietary and confidential. HKCC Participant hereby agrees that it shall (a) not use the Information, whether for the benefit of itself or any other party, for any purpose except for enabling HKCC Participant to connect to DCASS in accordance with the provisions of this Agreement; (b) limit the availability of the Information to those employees of HKCC Participant on a need-to-know basis; (c) procure that all persons having access to the Information will keep Information confidential as required of HKCC Participant under this Clause; and (d) not at any time during or after expiry or termination of this Agreement disclose the same, whether directly or indirectly, to any third party without HKCC's prior written consent.
- 11.2 HKCC agrees that HKCC Participant shall have no obligation with respect to Information which :

- (a) is or becomes publicly known other than by way of the act or default of HKCC Participant, its employees or agents, or
 - (b) is rightfully received from a third party without similar restriction and without breach of this Agreement.
- 11.3 All tangible forms of the information delivered pursuant to this Agreement shall be and remain the property of HKCC or its licensor and all such tangible Information and all copies thereof, shall be promptly returned upon written request, or destroyed at HKCC's option.
- 11.4 Measures have been taken to prevent access to information through DCASS which has not been agreed upon according to this Agreement. If, in spite of the measures taken, either party should obtain access to information not agreed upon, the party hereby agrees not to use this information for any purpose nor to disclose the same, whether directly or indirectly, to any third party.

12. FORCE MAJEURE

HKCC shall be under no liability to HKCC Participant in respect of anything which may constitute breach of this Agreement arising by reason of force majeure, namely, circumstances which shall include, but shall not be limited to, acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, electrical failure, water damage, legislative statute, action by public authorities, war, strike, lockout, boycott and blockade, or subcontractor's failure or delay in performance of its obligations due to circumstances mentioned above. The reservation with respect to strike, lockout, boycott and blockade also applies if any member of the HKEx Group, HKCC, or their subcontractors adopt(s), or is (are) the object of, such conflict measures.

13. TERM AND TERMINATION

- 13.1 This Agreement shall take effect upon signature hereof by both parties. It shall remain in effect until terminated by either party giving three (3) calendar months written notice.
- 13.2 Without prejudice to HKCC's right to terminate under Clause 13.1, HKCC may terminate this Agreement by giving written notice to HKCC Participant with immediate effect if any of the following events shall occur :
- (i) If HKCC Participant is in breach of any term or condition of this Agreement and fails to correct the breach to the reasonable satisfaction of HKCC within thirty (30) calendar days following a written notice specifying the breach provided that if the breach is determined by HKCC to be material or if HKCC Participant's failure to perform or observe an obligation is repeated or on a consistent or frequent basis, HKCC may terminate this Agreement forthwith.
 - (ii) If HKCC Participant shall present a petition or have a petition presented or pass a resolution for its winding up or shall enter into any liquidation or shall reasonably be deemed to be unable to pay its debts or shall have a receiver, administrator, trustee or other similar officer appointed in respect of all or a material part of its assets.
 - (iii) Upon HKCC Participant's participation as an Exchange Participant of HKFE or as an HKCC Participant of HKCC being revoked, suspended, or howsoever otherwise terminated.

This provision shall not limit HKCC from pursuing any other remedies available to it against HKCC Participant.

- (iv) Upon HKCC Participant's access to the Hong Kong Futures Automated Trading System being revoked or suspended or terminated for any reason whatsoever.
- (v) If the licence granted by OMX Technology AB to HKCC to use or sub-license DCASS or the Software is terminated or for any reason whatsoever.

13.3 Upon termination of this Agreement, any Software sub-license granted hereunder shall simultaneously terminate and HKCC Participant shall cease to use the Software and return, at its own costs, to HKCC any and all copies of the Documentation and any and all copies of the Software or erase completely such copies, providing to HKCC a written statement to that effect.

13.4 The obligations of HKCC Participant under Clauses 9, 11, 13.3, 13.4 and 14 shall survive termination of this Agreement despite termination for whatever reason.

14. MISCELLANEOUS

14.1 Notices. Notices to a party hereunder shall be forwarded to the address or fax number set out below (or such other address or fax number as the addressee has by 5 days' prior written notice specified to the other party):

HKCC:

HKCC Participant:

HKFE Clearing Corporation Limited
12/F., One International Finance Centre
1 Harbour View Street
Central, Hong Kong

Attn: Head of Cash and Derivatives
Clearing Operations Department

Attn:

Any notice so addressed to the relevant party shall be deemed to have been delivered (a) if given by letter, when actually delivered to the relevant address; and (b) if given by fax, when despatched with a transmission report indicating that the fax was sent in its entirety to the fax number of the relevant party.

Notices from HKCC to HKCC Participant regarding changes to any Exhibit may also be given by way of circular in the normal manner HKCC despatches circulars to its participants, which may be by post, facsimile or electronic means. Any notice so given need not be specifically addressed to HKCC Participant and shall be deemed to have been delivered (a) if given by post, when actually delivered to HKCC Participant's address for receiving circulars from HKCC; (b) if given by fax, when despatched to HKCC Participant's fax no. for receiving circulars from HKCC; (c) if sent electronically, when despatched; and (d) if posted via the website of HKEx, when posted onto such system.

14.2 Waiver. Failure or neglect by HKCC to enforce at any time any of the provisions hereof shall not be construed to be a waiver of HKCC's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement.

- 14.3 Severability. In the event that any of these terms or conditions shall be determined invalid, unlawful or unenforceable to any extent, such term or condition shall be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.
- 14.4 Assignment. HKCC is free to assign or transfer this Agreement in whole or in part to any member of the HKEx Group. Except for such transfer or assignment, neither party may assign or transfer any of the rights, duties and obligations according to this Agreement without the written consent of the other party.
- 14.5 Amendments. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein. Unless otherwise expressly provided in this Agreement and except that HKCC shall be entitled to amend any of the Exhibits of this Agreement at any time by giving not less than 7 calendar days' written notice to HKCC Participant (or such shorter notice as specified in Clause 8.1), this Agreement may not be amended except by an agreement in writing and signed by the parties.
- 14.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the parties hereby agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

SIGNED by)
 for and on behalf of)
HKFE Clearing Corporation Limited)
 in the presence of:)

SIGNED by)
 for and on behalf of)
 _____)
 in the presence of:)

EXHIBIT A

Software

1. DCASS Workstation Applications*, including DCASS server and DCASS terminal applications; and/or
2. DCASS Application Programming Interface**.

* HKCC Participant shall use DCASS Workstation Applications to gain access to DCASS via Equipment specified in Exhibit B.

** HKCC Participant may also connect to DCASS using back office applications developed from the DCASS Application Programming Interface.

EXHIBIT B

Equipment*

DCASS Workstation
1. DCASS Server + DCASS Terminal
Hardware PC Workstation <ol style="list-style-type: none">1. Intel Dual-core i5 Processor 2.4GHz or above2. 4GB memory or above3. 80GB free disk space in C drive as a minimum4. Ethernet network adapter (10/100//1000 BaseT with auto-negotiation)5. Screen resolution 1280x1024 or above6. Virtual machine is <u>NOT</u> supported
Software <ol style="list-style-type: none">1. English Windows Server 2008 R2 SP1 Standard Edition (64 bit Operation System)2. Microsoft Visual C++ 2008 SP1 Redistributable Package (x86)3. Proper antivirus software and regular update are recommended
[*Note: DCASS Server can also serve as a DCASS Terminal. Software other than those stated above ought not to be installed at DCASS Server.]
2. DCASS Terminal
Hardware PC Workstation <ol style="list-style-type: none">1. Intel Dual-core i3 Processor 2.4GHz or above2. 4GB memory or above3. 10GB free disk space in C drive as a minimum4. Ethernet network adapter (10/100/1000 BaseT with auto-negotiation)5. Screen resolution 1280x1024 or above
Software <ol style="list-style-type: none">1. English Windows 7 Professional SP1 (64-bit Operating System)2. Microsoft Visual C++ 2008 SP1 Redistributable Package (x86)3. Proper antivirus software and regular update are recommended

- * A computer hardware and software configuration which supports the **Software** to deliver the same functionality, compared to the corresponding capability of the specified **Hardware** and **Software**, is considered to be an equivalent **Equipment**. It is the responsibility of HKCC Participant to determine if the computer hardware and software configuration other than the specified **Hardware** and **Software** is equivalent **Equipment** in this connection.

Designated Computer:
(Computer Name of DCASS Server) _____

EXHIBIT C

Subcontractor(s)

- Microware Limited
- Hong Kong Telecommunications (HKT) Limited

EXHIBIT D

User Rules

The User Rules defined below are mandatory requirements to be complied with by HKCC Participant in order to achieve the expected DCASS stability, functionality and data security level.

The User Rules will be continuously extended and refined, as new services and more subscribers are added to DCASS.

It is the responsibility of HKCC Participant to designate a DCASS Designated Officer, handling all communications between HKCC Participant and HKCC. Alternative names must exist, in case a contact person is not immediately available.

Network machine configuration and software validation

1. To provide a stable DCASS service offering, each configuration (network, hardware and software) using DCASS must be validated before being allowed to transmit or receive transactions within the DCASS production system environment. Validation of each configuration interacting with the DCASS shall be performed by HKCC Participant. If requested by HKCC, a specified test sequence or such other tests as HKCC may in its absolute discretion require must be executed successfully and to the satisfaction of HKCC before an approval to enter the production environment is given.
2. Users running applications or tests resulting in overloading communication and/or central resources shall be disconnected from DCASS without notice.
3. New installations of Equipment and telecommunication lines must be validated by HKCC.

Functionality

1. For HKCC Participant who employs proprietary back office applications other than DCASS Workstation Applications, each HKCC Participant shall ensure that its proprietary applications comply with all applicable HKCC Rules, Regulations and Procedures relating to the clearing of contracts on DCASS.
2. Mandatory updates of DCASS software operating on the designated Equipment or otherwise must be performed, when required, in order to allow non-disruptive access to DCASS services.
3. Some updates of the above software may require an update of the base operating system running on the designated Equipment. It is the responsibility of HKCC Participant to perform such updates. These updates are a part of the DCASS configuration planning, with HKCC Participant being notified in advance.
4. Network addresses (node status, node names, node numbers, IP addresses or similar) shall be defined and allocated to HKCC Participants by HKCC.
5. For the sake of stable performance of DCASS Workstation, installation of software other than those specified at Exhibit B is not recommended for DCASS Workstation.

Data Security

1. HKCC Participant is responsible for user identifications and passwords. Identifications and passwords shall be handled in accordance with the Documentation. HKCC Participant is responsible for changing password(s) (where applicable) on a regular basis. Passwords shall not be recycled.
2. If not otherwise specified by HKCC Participant, the DCASS Designated Officer shall be responsible for the user identifications and the passwords.
3. HKCC Participant shall not access DCASS except through the DCASS API using DCASS Workstation Applications Software or applications developed from the DCASS Application Programming Interface Software which have been thoroughly tested by the HKCC Participant and successfully certified by HKCC.

EXHIBIT E

DCASS Access Fees

1. HKCC Participant shall pay a sub-license fee for DCASS access using (i) DCASS Workstation Application Software; or (ii) DCASS Application Programming Interface Software. The sub-license fees shall be:
 - a) HK\$1,750 per month for each connection via HKCC Participant's network gateway; and
 - b) HK\$2,600 per month for each connection via HKEx's central gateway

2. For each network gateway, HKCC Participant shall pay a one-time installation fee of HK\$8,500 and a monthly recurring fee of HK\$3,000.

EXHIBIT F

DCASS Designated Officer and Location

Details of DCASS Designated Officer

Name :
Tel No. :
Fax No. :
e-mail address :

Alternate of DCASS Designated Officer

Name :
Tel No. :
Fax No. :
e-mail address :

Location

EXHIBIT G

Accredited Vendors

- HKEx Hosting Services Limited (“HKEX Hosting”) ¹
- Hong Kong Telecommunications (HKT) Limited (“HKT”) ²
- Hutchison Global Communications Limited (“HGC”) ²
- WTT HK Limited (“WTT”) ²

Notes:

1. HKCC Participants may subscribe to connectivity provided by HKEX Hosting by directly subscribing to the “HKEX Service Network (HSN) Connectivity Service” from HKEX Hosting or through an authorized application service provider subscribing to the “HSN Virtual Port Service” from HKEX Hosting. The list of authorized application service providers is available on the website of Hong Kong Exchanges and Clearing Limited and will be updated from time to time.
2. HKCC Participants may subscribe to connectivity provided by HKT, HGC or WTT directly or through an authorized application service provider subscribing to the SDNet connectivity of HKT, HGC or WTT. The list of authorized application service providers is available on the website of Hong Kong Exchanges and Clearing Limited and will be updated from time to time.