

INDIRECT CONNECTION ANNEX

1. Scope of Applicability

- 1.1 This Indirect Connection Annex shall supplement and amend clauses 2 to 13, in the context of and only to the extent that Licensee receives Information from an Indirect Connection, but not otherwise. In the event of any conflict or inconsistency between the paragraphs contained in this Indirect Connection Annex and clauses 2 to 13 in relation to Information received from an Indirect Connection, the paragraphs contained in this Indirect Connection Annex shall prevail.
- 1.2 Where the Licensee receives the same type of Datafeed from a Direct Connection and an Indirect Connection, then in the event of any conflict and/or inconsistency between the paragraphs contained in this Indirect Connection Annex and clauses 2 to 13, clauses 2 to 13 shall prevail, but only in respect of that type of Datafeed and only to the extent of any such conflict and/or inconsistency.

2. Interpretation

In this Indirect Connection Annex, unless otherwise expressed or required by the context, the following expressions shall have the following meanings:-

Expressions	Meanings
“Direct Connection”	a direct connection to HKEX-IS's computer information systems.
“Direct Connection Licensee”	a licensee which has been granted the permission to receive Information from a Direct Connection.
“Indirect Connection”	a connection to receive Information from HKEX-IS's computer information systems through a Direct Connection Licensee.

3. Clauses Disapplied

Clauses 3.1, 3.2, 3.3, 7.2 and 7.6 shall not apply.

4. Transmission of Information

- 4.1 HKEX-IS hereby grants the Licensee permission to receive the Datafeed from the Direct Connection Licensees specified in Schedule 3 only.
- 4.2 The Licensee acknowledges that under the agreement between HKEX-IS and the Direct Connection Licensee, the Direct Connection Licensee is prohibited from providing a Datafeed to the Licensee unless with the prior written approval of HKEX-IS.
- 4.3 The Licensee further acknowledges that it is prohibited from entering, and agrees that it shall not enter, into any agreement or arrangement to receive the Datafeed from any other Direct Connection Licensee not specified in Schedule 3, unless with the prior written approval of HKEX-IS.
- 4.4 If the Licensee does not receive a Datafeed from HKEX-IS directly but exclusively through the Direct Connection Licensees, the Licensee agrees that HKEX-IS shall not be liable or responsible for making the relevant Datafeed available to the Licensee. For the avoidance of doubt, the Licensee further agrees that any interruption or failure of the Datafeed for whatever reason shall not affect the Licensee's obligations to pay the Licence Fees to HKEX-IS under clause 5.

- 4.5 The Licensee undertakes to immediately notify HKEX-IS in writing in the event that it ceases to receive a Datafeed from a Direct Connection Licensee for any reason and to immediately notify HKEX-IS of any action it plans to take to replace the Direct Connection Licensee or to adopt or designate an alternative source of Information.
- 4.6 HKEX-IS shall have the right to require the Licensee to cease receiving the Datafeed from a Direct Connection Licensee and to supply such proof as HKEX-IS may reasonably require that the Licensee has ceased to receive such Datafeed.

5. Termination

If for any reason the Information or parts thereof are not supplied to all Direct Connection Licensees (including the Direct Connection Licensee specified in Schedule 3) for a period in excess of 10 consecutive working days on which the Stock Exchange is open for the business of trading in Securities/the Futures Exchange is open for the business of trading Futures Contracts (as applicable), the Licensee shall be entitled to terminate this Agreement or the Datafeed relating to such Information immediately by written notice, provided that the Licensee shall not be entitled to such termination if the Information or parts thereof which are not supplied is Third Party Content only. In such event, HKEX-IS shall be liable to compensate the Licensee for loss arising from such non-transmission, but its liability shall be limited to the amount of the Licence Fees payable for the Information or parts thereof not transmitted. The Licensee's rights in respect of Licence Fees paid in advance under clause 6.3 shall arise where the Licensee ceases to use Information or parts thereof or terminates this Agreement pursuant to this paragraph 5, but only in respect of relevant Licence Fees.