

DIRECT CONNECTION ANNEX

1. Scope of Applicability

- 1.1 This Direct Connection Annex shall supplement and amend clauses 2 to 13, in the context of and only to the extent that Licensees receive Information from a Direct Connection, but not otherwise. In the event of any conflict or inconsistency between the paragraphs contained in this Direct Connection Annex and clauses 2 to 13 in relation to Information received from a Direct Connection, the paragraphs contained in this Direct 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 this Direct Connection Annex and the applicable Indirect Connection Annex, the paragraphs contained in this Direct Connection Annex 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 Direct 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.
“Indirect Connection Licensee”	a Licensee which has been granted the permission to receive Information from an Indirect Connection.

3. Transmission of Information

- 3.1 During the currency of the licence, HKEX-IS will procure the supply of the Information to the Licensee in the form of electronic signals generated by the computer information system for the time being used by the Exchanges. The Licensee shall effect such Direct Connections in such a way as permitted and in accordance with the relevant Transmission Specifications and shall bear the connection and maintenance costs (including without limitation any other connection and/or maintenance charges levied by HKEX-IS as specified in Schedule 3 and/or any Contract Element). The connection equipment and communication lines to be installed on the premises of HKEX-IS or any member of the HKEX Group must be approved in advance by HKEX-IS.
- 3.2 The Information shall initially be supplied in accordance with the Transmission Specifications of the relevant Datafeed, which may be changed at any time upon HKEX-IS giving the Licensee not less than 30 days' written notice thereof. Notwithstanding the above, HKEX-IS shall have the right to alter the method of transmission without prior notice to the Licensee if required to do so by reasons outside its control. Where the Licensee is required to make modifications to its equipment (including any computer systems of the Licensee used to connect to HKEX-IS) in order to accommodate a change to the Transmission

Specifications, the Licensee shall effect the modification within the 30 day notice period at its own cost. In addition:

3.2.1 HKEX-IS shall not be responsible for making the Information available to the Licensee unless the Licensee has, either itself or through its subcontractors, installed and maintained the requisite communication links and other equipment used for a Direct Connection. The Licensee should, to the satisfaction of HKEX-IS, conduct and complete such testing and rehearsal, as may be prescribed by HKEX-IS from time to time, of the Licensee's equipment and connections;

3.2.2 The Licensee warrants and represents that, prior to the signing of this Agreement, the Licensee has completed all testing and rehearsal on the Licensee's equipment and the Direct Connection, as required by HKEX-IS;

3.2.3 During the currency of the licence, the Licensee shall ensure that the Direct Connection and the Licensee's systems which are connected to HKEX-IS's computer information systems will conform to the relevant Transmission Specifications and that the Licensee's systems will be adequately configured to support the required loading and activities, as specified by the HKEX-IS from time to time;

3.2.4 The Licensee shall further ensure that the Licensee's systems which are connected to HKEX-IS's computer information systems meet the specifications of HKEX-IS and achieve reasonable performance and reliability; and

3.2.5 The Licensee must ensure the readiness of all lines connected to HKEX-IS for the provision of reliable information service to the Subscribers.

3.3 Paragraphs 3.2.3, 3.2.4 and 3.2.5 shall be "material" for the purposes of clause 6.4.

3.4 HKEX-IS shall use its best endeavours to ensure that the Information is in all material respects, accurate, complete and provided to the Licensee on a continuous basis during service hours as specified in the Transmission Specifications, provided that HKEX-IS shall not be obliged to procure the supply of Third Party Content nor shall it ensure the accuracy, timeliness, reliability and completeness of any Third Party Content.

3.5 The Licensee shall comply with the 'Technical Requirements for Direct Connection' for the Information as published by HKEX-IS on www.hkex.com.hk, as amended from time to time.

3.6 The Licensee shall not, without the approval of HKEX-IS, supply a Datafeed to an Indirect Connection Licensee or to any other person (not being a Direct Connection Licensee or an Indirect Connection Licensee) that receives and disseminates Information. If the Licensee, without the approval of HKEX-IS, supplies a Datafeed to an Indirect Connection Licensee or to any other person (not being a Direct Connection Licensee or an Indirect Connection Licensee) that receives and disseminates Information, the Licensee and the Indirect Connection Licensee or such other person shall be jointly and severally liable for all unreported Licence Fees. If no reliable data is provided to HKEX-IS to calculate such Licence Fees, HKEX-IS shall, in its sole and absolute discretion, be allowed to estimate the amount of Licence Fees due and payable. For the avoidance of doubt, an approval granted by HKEX-IS under this paragraph 3.6 shall not constitute an approval under clause 4.7.2.

3.7 If the Licensee supplies a Datafeed to an Indirect Connection Licensee, the Licensee acknowledges that HKEX-IS shall have the right to require the Licensee to cease providing the Datafeed to an Indirect Connection Licensee upon any breach or suspected breach of any restriction or obligation set forth in the licence agreement entered into between HKEX-IS and the Indirect Connection Licensee.

3.8 If the Licensee supplies a Datafeed to an Indirect Connection Licensee, the Licensee undertakes to immediately notify HKEX-IS in writing in the event that it ceases to provide the Datafeed to an Indirect Connection Licensee for any reason.

3.9 If the Licensee supplies a Datafeed to an Indirect Connection Licensee and the Licensee does not satisfy the conditions in paragraph 3.2 or the Datafeed to such Indirect Connection Licensee fails to achieve reasonable performance and reliability, then HKEX-IS shall have the right to require the Licensee to cease to provide the Datafeed to the Indirect Connection Licensee.

4. Termination and Exclusion of Liability

If for any reason the Information or parts thereof are not supplied to the Licensee 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 is 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 5.4 shall arise where the Licensee ceases to use Information or parts thereof or terminates this Agreement pursuant to this paragraph 4, but only in respect of relevant Licence Fees.

5. IIS News

Where the Licensee disseminates IIS News, clauses 5.5, 5.6, 5.7, 5.8 and 5.12 shall not apply, but only in respect of IIS News.

INDIRECT CONNECTION ANNEX

1. Scope of Applicability

This Indirect Connection Annex shall supplement and amend clauses 2 to 13, in the context of and only to the extent that Licensees receive 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.

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 4.7.2, 4.7.3 and 6.2 and the first sentence of clause 2.2 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, 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 Licensee, 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. Delayed Information

5.1 In addition to paragraph 3, where the Licensee only receives Delayed Information, clauses 4.7.1, 5.5, 5.6, 5.7, 5.8 and 5.12 shall not apply, but only in respect of Delayed Information.

5.2 Where the Licensee disseminates Delayed Information, each display of Delayed Information shall conspicuously exhibit a clear statement that such Information is Delayed Information.

6. IIS News

In addition to paragraph 3, where the Licensee receives Information from the Direct Connection Licensee which includes IIS News, clauses 5.5, 5.6, 5.7, 5.8 and 5.12 shall not apply, but only in respect of IIS News.

7. 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 5.4 shall arise where the Licensee ceases to use Information or parts thereof or terminates this Agreement pursuant to this paragraph 7, but only in respect of relevant Licence Fees.

OG ANNEX

1. Scope of Applicability

This OG Annex shall supplement and amend clauses 2 to 13, in the context of and only to the extent that Licensees derive Information from an Open Gateway, but not otherwise. In the event of any conflict or inconsistency between the paragraphs contained in this OG Annex and clauses 2 to 13 in relation to Information derived from an Open Gateway, the paragraphs contained in this OG Annex shall prevail.

2. Interpretation

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

Expressions	Meanings
“OG Information”	Information which is sourced from an Open Gateway connection to the trading system operated by the Stock Exchange.
“Open Gateway”	has the same meaning as defined in the rules of the Stock Exchange.

3. Clauses Disapplied

Clauses 2.2, 4.7.2 and 4.7.3 shall not apply.

4. Transmission of OG Information

HKEX-IS shall not be obliged to procure the supply of the OG Information nor shall it ensure the accuracy, timeliness, reliability and completeness of the OG Information transmitted from the Open Gateway.

5. Delayed Information

5.1 In addition to paragraph 3, where the Licensee only receives Delayed Information, clauses 4.7.1, 5.5, 5.6, 5.7, 5.8 and 5.12 shall not apply, but only in respect of Delayed Information.

5.2 Where the Licensee disseminates Delayed Information, each display of Delayed Information shall conspicuously exhibit a clear statement that such Information is Delayed Information.

6. Termination and Exclusion of Liability

6.1 If the Licensee's access to the trading system of the Stock Exchange through the Open Gateway is suspended or terminated for any reason, the Licensee undertakes to immediately notify HKEX-IS in writing, whereupon the provision of OG Information or parts thereof to Licensee may cease and the Licensee shall cease to use the OG Information or parts thereof with immediate effect.

6.2 The Licensee shall ensure that the OG Connection and/or the equipment or systems of the Licensee used to process and disseminate the Information achieve reasonable performance and reliability. This paragraph 5.2 shall be "material" for the purposes of clause 6.4.

HKATS API ANNEX

1. Scope of Applicability

This HKATS API Annex shall supplement and amend clauses 2 to 13, in the context of and only to the extent that Licensees derive Information from an HKATS API, but not otherwise. In the event of any conflict or inconsistency between the paragraphs contained in this HKATS API Annex and clauses 2 to 13 in relation to Information derived from HKATS API, the paragraphs contained in this HKATS API Annex shall prevail.

2. Interpretation

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

Expressions	Meanings
“Futures Information”	information relating to products and contracts traded on the Futures Exchange.
“HKATS”	the automated trading system of the Futures Exchange.
“HKATS API”	an application programming interface which allows applications to connect to HKATS.
“HKATS Information”	Information which is sourced from an HKATS API connection to HKATS by the Licensee, including Futures Information and Stock Options Information.
“Stock Options Information”	information relating to Options Contracts.

3. Clauses Disapplied

Clauses 2.2, 4.7.2 and 4.7.3 shall not apply.

4. Transmission of HKATS Information

HKEX-IS shall not be obliged to procure the supply of the HKATS Information nor shall it ensure the accuracy, timeliness, reliability and completeness of the HKATS Information transmitted from HKATS API.

5. Delayed Information

5.1 In addition to paragraph 3, where the Licensee only receives Delayed Information, clauses 4.7.1, 5.5, 5.6, 5.7, 5.8 and 5.12 shall not apply, but only in respect of Delayed Information.

5.2 Where the Licensee disseminates Delayed Information, each display of Delayed Information shall conspicuously exhibit a clear statement that such Information is Delayed Information.

6. Termination and Exclusion of Liability

- 6.1** If the Licensee's access to the trading system of the Stock Exchange and/or the Futures Exchange through the HKATS (as applicable) is suspended or terminated for any reason, the Licensee undertakes to immediately notify HKEX-IS in writing, whereupon the provision of HKATS Information or parts thereof to Licensee may cease and the Licensee shall cease to use the HKATS Information or parts thereof with immediate effect.
- 6.2** The Licensee shall ensure that the HKATS API connection and/or the equipment or systems of the Licensee used to process and disseminate the Information achieve reasonable performance and reliability. This paragraph 5.2 shall be "material" for the purposes of clause 6.4.
- 6.3** For the avoidance of doubt, where the Licensee receives HKATS Information, the right to terminate the provision of Futures Information shall not affect the provision of Stock Options Information and vice versa.

SAMPLE

THIRD PARTY WEBSITE SERVICE ANNEX

1. **Scope of Applicability**

This Third Party Website Service Annex shall supplement and amend clauses 2 to 13, in the context of and only to the extent that Licensees are permitted to provide the Information via a Third Party Website for dissemination to a Subscriber, but not otherwise. In the event of any conflict or inconsistency between the paragraphs contained in this Third Party Website Service Annex and clauses 2 to 13, the paragraphs contained in this Third Party Website Service Annex shall prevail.

2. **Interpretation**

In this Third Party Website Service Annex, unless otherwise expressed or required by the context, the following expressions shall have the following meanings:-

Expressions	Meanings
“Third Party Website”	a third party's Internet website.
“Third Party Website Services”	the service of providing Information through a Third Party Website for dissemination to a Subscriber.

3. **Use Restrictions**

The Licensee shall procure that the Third Party Website shall under no circumstances be entitled to assign, transfer or sub-licence the right to disseminate the Information to Subscribers, to any other person. Without prejudice and in addition to its rights under clause 4.6, HKEX-IS shall be deemed to have the same rights under clause 4.6 against the Third Party Website.

4. **Website Restrictions**

The Licensee shall ensure that the Third Party Website prominently displays on the relevant securities quotation portion of its website, the Licensee's logo and a statement that the Information is provided by the Licensee. The Licensee shall ensure that the Third Party Website includes a disclaimer in the same form as the disclaimer set out in clause 2.4 in its terms and conditions and, where technically possible, transmit the disclaimer set out in clause 2.4 to Subscribers in the manner set out in clause 2.5.

5. **Transmission**

The Licensee shall procure that Information shall be in transit at all times. Under no circumstances shall Information reside in the Third Party Website's computer system or database. In the event that the Third Party Website requires physical access to Information and/or wishes to make available the Information in its own name, the Third Party Website shall enter into a separate Market Data Vendor Licence Agreement with HKEX-IS.

6. **Licence Fees and Payment**

Without prejudice and in addition to its obligations under clause 5, the Licensee shall: (i) maintain accurate records and the location/URL of any Third Party Website that is provided with Third Party Website Services by the Licensee; and (ii) maintain an independent log record and quote meter for the Third Party Website to keep tally of all quotes requested by the Subscribers. Such log records and quote meter records shall be subject to inspection by HKEX-IS in accordance with clause 5.7.

7. Indemnity

Without prejudice and in addition to clause 7.3, the Licensee will at all times hereafter indemnify and keep HKEX-IS, the Exchanges, all other members of the HKEX Group and all of their directors, officers, employees or agents effectively indemnified on demand against and in respect of all liabilities, economic or other losses, damages, costs, claims, suits, demands, fees and expenses of whatsoever nature which may be incurred by HKEX-IS, the Exchanges, any other member of the HKEX Group or any of their directors, officers, employees or agents towards or in relation to any person or which may be taken, made or claimed against HKEX-IS, the Exchanges, any other member of the HKEX Group or any of their directors, officers, employees or agents by any person as a result of or in connection with or arising out of any act, omission, mistake, delay or interruption of the operators of the Third Party Website, except to the extent of the wilful default, gross negligence or fraud of HKEX-IS, the Exchanges, any other member of the HKEX Group or any of their directors, officers, employees or agents.

SAMPLE

THIRD PARTY MOBILE APPLICATION SERVICE ANNEX

1. Scope of Applicability

This Third Party Mobile Application Service Annex shall supplement and amend clauses 2 to 13, in the context of and only to the extent that Licensees are permitted to provide the Information via a Third Party Mobile Application for dissemination to a Subscriber, but not otherwise. In the event of any conflict or inconsistency between the paragraphs contained in this Third Party Mobile Application Service Annex and clauses 2 to 13, the paragraphs contained in this Third Party Mobile Application Service Annex shall prevail.

2. Interpretation

In this Third Party Mobile Application Service Annex, unless otherwise expressed or required by the context, the following expressions shall have the following meanings:-

Expressions	Meanings
“Third Party Mobile Application”	a third party application installed on mobile devices such as mobile web phones, personal digital assistants (PDA), and smart phones.
“Third Party Mobile Application Services”	the service of providing Information through a Third Party Mobile Application for dissemination to a Subscriber.

3. Use Restrictions

The Licensee shall procure that the Third Party Mobile Application and/or its provider shall under no circumstances be entitled to assign, transfer or sub-licence the right to disseminate the Information to Subscribers, to any other person. Without prejudice and in addition to its rights under clause 4.6, HKEX-IS shall be deemed to have the same rights under clause 4.6 against the Third Party Mobile Application and/or its provider.

4. Mobile Application Restrictions

The Licensee shall ensure that the Third Party Mobile Application prominently displays on the relevant securities quotation portion of its application, the Licensee's logo and a statement that the Information is provided by the Licensee. The Licensee shall ensure that the Third Party Mobile Application include a disclaimer in the same form as the disclaimer set out in clause 2.4 in its terms and conditions and, where technically possible, transmit the disclaimer set out in clause 2.4 to Subscribers in the manner set out in clause 2.5.

5. Transmission

The Licensee shall procure that Information shall be in transit at all times. Under no circumstances shall Information reside in the Third Party Mobile Application's computer system or database. In the event that the Third Party Mobile Application requires physical access to Information and/or wishes to make available the Information in its own name, the Third Party Mobile Application shall enter into a separate Market Data Vendor Licence Agreement with HKEX-IS.

6. Licence Fees and Payment

Without prejudice and in addition to its obligations under clause 5, the Licensee shall: (i) maintain accurate records of any Third Party Mobile Application that is provided with Third Party Mobile Application Services by the Licensee; and (ii) maintain an independent log record and quote meter for the Third Party Mobile Application to keep tally of all quotes requested by the Subscribers. Such log records and quote meter records shall be subject to inspection by HKEX-IS in accordance with clause 5.7.

7. Indemnity

Without prejudice and in addition to clause 7.3, the Licensee will at all times hereafter indemnify and keep HKEX-IS, the Exchanges, all other members of the HKEX Group and all of their directors, officers, employees or agents effectively indemnified on demand against and in respect of all liabilities, economic or other losses, damages, costs, claims, suits, demands, fees and expenses of whatsoever nature which may be incurred by HKEX-IS, the Exchanges, any other member of the HKEX Group or any of their directors, officers, employees or agents towards or in relation to any person or which may be taken, made or claimed against HKEX-IS, the Exchanges, any other member of the HKEX Group or any of their directors, officers, employees or agents by any person as a result of or in connection with or arising out of any act, omission, mistake, delay or interruption of the operators of the Third Party Mobile Application, except to the extent of the wilful default, gross negligence or fraud of HKEX-IS, the Exchanges, any other member of the HKEX Group or any of their directors, officers, employees or agents.

BASIC MARKET PRICES SERVICE ANNEX

1. Scope of Applicability

This Basic Market Prices Service Annex shall supplement and amend clauses 2 to 13, in the context of and only to the extent that Licensees are permitted to use the Basic Information for provision of the Basic Market Prices Service according to the terms set out in this Annex. In the event of any conflict or inconsistency between the paragraphs contained in this Basic Market Prices Service Annex and clauses 2 to 13 in relation to the use of the Basic Information for provision of the Basic Market Prices Service, the paragraphs contained in this Basic Market Prices Service Annex shall prevail.

2. Interpretation

In this Basic Market Prices Service Annex, unless otherwise expressed or required by the context, the following expressions shall have the following meanings:-

Expressions	Meanings
“Basic Information”	Information which has been processed to be made available to Subscribers pursuant to this Annex and more specifically stated in paragraph 4.1.
“Basic Market Prices Service”	the service of providing real-time Basic Information within the scope of the Permitted Purpose.
“BMP Sub-Licensee”	a third party which has been granted a sub-licence by the Licensee and approved by HKEX-IS pursuant to paragraph 4.3 below.
“BMP Third Party Website”	a third party's Internet website where the Basic Market Prices Service is provided.
“BMP Third Party Website Service”	the service offered through a BMP Third Party Website, as more particularly set out in paragraph 5 below and the Memorandum of Permitted Purpose.
“Service Platform”	means any website, mobile web, mobile phone, personal assistant device, smart phone application, interactive TV, pager and any other platform approved by HKEX-IS.

3. Clauses Disapplied

Where the Licensee provides the Basic Market Prices Service, clauses 4.3, 5.7, paragraphs 4.1, 5 and 6 of Schedule 5 (License Fees) shall not apply, but only in respect of the Basic Market Prices Service.

4. Service and Use Restrictions

4.1 Basic Information shall be comprised of the following data content for the relevant markets:

4.1.1 Securities Market: nominal/last traded price, closing price, today's high/low prices, trading volume, turnover value, Indicative Equilibrium Price (IEP) and Indicative Equilibrium Volume (IEV) during the pre-opening session of individual securities on the Stock Exchange.

4.1.2 Derivatives Market: last traded price, closing price, high/low price, trading volume & turnover of individual futures and options contract series on the Futures Exchange as well as individual stock options contract series on the Stock Exchange.

4.2 The Licensee may access and use the Basic Information and disseminate the Basic Information to Subscribers according to the Memorandum of Permitted Purpose and paragraph 5 below, provided that it pays to HKEX-IS all applicable Licence Fees. Except as otherwise permitted in clause 4.7 and paragraphs 4.3 and 4.4 below, the Licensee may not assign, transfer or sub-licence the right to disseminate the Basic Information to any other person.

4.3 In respect of the Basic Market Prices Service, in addition to clause 4.7.2 and as amended below, the Licensee may sub-licence the right to disseminate Basic Information to such other third parties which have an established business relationship with the Licensee to provide support for Licensee's provision of the Basic Market Prices Service, and are approved in advance in writing by HKEX-IS (the details of approved third parties are more particularly set out in the Appendix of this Annex, as amended from time to time). HKEX-IS shall have complete discretion as to the terms on which it agrees to such sub-licence. Without prejudice to the foregoing, unless expressly otherwise agreed by HKEX-IS:

- (i) the Licensee shall give HKEX-IS prior notice of the sub-licensing together with evidence, to the satisfaction of HKEX-IS, that the sub-licensee has an established business relationship with the Licensee,
- (ii) the sub-licence shall terminate upon the termination of the business relationship between the third party and the Licensee,
- (iii) the sub-licence shall impose on the third party all the restrictions and obligations imposed on the Licensee by this Agreement relating to the use and dissemination of the Basic Information except that no such third party shall be liable to pay any Licence Fees in addition to those payable by the Licensee pursuant to sub-paragraph (vi),
- (iv) the Licensee shall, as part of its obligations under clause 5.6, procure that HKEX-IS shall be deemed to have the same rights under clause 5.6 against a BMP Sub-Licensee,
- (v) the Licensee shall be personally liable hereunder for any breach by such third party of such restrictions or obligations, so that such breach shall be treated as a breach of this Agreement by the Licensee, and
- (vi) the Licensee shall, as part of its obligations under clause 5, be directly responsible for providing payments and statements on behalf of any such third party as well as for itself, by way of a single consolidated statement which consolidated statement shall nevertheless also provide a breakdown of relevant payments and other information ascribable to each third party.

For the avoidance of doubt, notwithstanding the aforesaid, clause 4.7.2 (iii) shall not apply to the Basic Market Prices Service at any time.

4.4 In respect of the Basic Market Prices Service, in addition to clause 4.7.1, the Licensee may only sub-licence the right to disseminate the Basic Information to such Related Companies which are approved in advance in writing by HKEX-IS (the details of approved Related Companies are more particularly set out in the Appendix of this Annex, as amended from time to time). HKEX-IS may, in respect of any sub-licence granted to Related Companies for the Basic Market Prices Service, at any time by notice in writing given to the Licensee either require the Licensee to terminate such sub-licence or impose further conditions in respect of such sub-licence.

4.5 For the avoidance of doubt, the Licensee is charged on the basis of a monthly flat fee for the provision of the Basic Market Prices Service on its own Service Platforms, which include the Service Platforms of Related Companies and of any BMP Sub-Licensee. If the Basic Market Prices Service is offered on a website

registered in the name of or owned by a third party or on a webpage of Licensee's website or that shares the same URL of the Licensee, which webpage is prominently branded as the service of a third party, it shall be considered a BMP Third Party Website Service as specified in detail in paragraph 5 below and shall be subject to payment of a Subscriber Fee per website as specified in the Memorandum of Permitted Purpose.

- 4.6** Any update of the data content of the BMP Service shall only be provided on snapshot basis. For the avoidance of doubt, snapshot basis means that a Subscriber may only manually request the Basic Information of a selected security, futures contract or options contract per request and the command for making a request shall be contained within the Licensee's Service Platform.

5. BMP Third Party Website Service

- 5.1** The Licensee shall procure that the BMP Third Party Website shall under no circumstances be entitled to assign, transfer or sub-licence the right to disseminate the Basic Information to Subscribers, to any other person. Without prejudice and in addition to its rights under clause 4.6, HKEX-IS shall be deemed to have the same rights under clause 4.6 against the BMP Third Party Website.
- 5.2** The Licensee shall ensure that the BMP Third Party Website prominently displays on the relevant quotation portion of its website, the Licensee's logo and a statement that the Basic Information is provided by the Licensee. The Licensee shall ensure that the BMP Third Party Website includes a disclaimer in the same form as the disclaimer set out in clause 2.4 in its terms and conditions and, where technically possible, transmit the disclaimer set out in clause 2.4 to Subscribers in the manner set out in clause 2.5.
- 5.3** The Licensee shall procure that the Basic Information shall be in transit at all times. Under no circumstances shall Basic Information reside in the BMP Third Party Website's computer system or database. In the event that the BMP Third Party Website requires physical access to Basic Information and/or wishes to make available the Basic Information in its own name, the BMP Third Party Website shall enter into a separate Market Data Vendor Licence Agreement with HKEX-IS.
- 5.4** Without prejudice and in addition to its obligations under clause 5, the Licensee shall maintain accurate records and the location/URL of any BMP Third Party Website that is provided with BMP Third Party Website Service by the Licensee.
- 5.5** Without prejudice and in addition to clause 7.3, the Licensee will at all times hereafter indemnify and keep HKEX-IS, the Exchanges, all other members of the HKEX Group and all of their directors, officers, employees or agents effectively indemnified on demand against and in respect of all liabilities, economic or other losses, damages, costs, claims, suits, demands, fees and expenses of whatsoever nature which may be incurred by HKEX-IS, the Exchanges, any other member of the HKEX Group or any of their directors, officers, employees or agents towards or in relation to any person or which may be taken, made or claimed against HKEX-IS, the Exchanges, any other member of the HKEX Group or any of their directors, officers, employees or agents by any person as a result of or in connection with or arising out of any act, omission, mistake, delay or interruption of the operators of the BMP Third Party Website, except to the extent of the wilful default, gross negligence or fraud of HKEX-IS, the Exchanges, any other member of the HKEX Group or any of their directors, officers, employees or agents.

APPENDIX to the BASIC MARKET PRICES SERVICE ANNEX**Related Companies of the Licensee approved for offering the Basic Market Prices Service:**

<u>Company Name</u>	<u>Address</u>	<u>Relationship with the Licensee (with percentage stake)</u>
N/A		

BMP Sub-Licensees:

<u>Company Name</u>	<u>Address</u>	<u>Description of Business Relationship with the Licensee</u>
N/A		

HOSTING ANNEX

1. Scope of Applicability

This Hosting Annex shall supplement and amend clauses 2 to 13, and the applicable Direct Connection Annex and/or Indirect Connection Annex as set out in Schedule 3, in the context of and only to the extent that Licensees receive Information sourced from HKEX Service Network ("HSN") via a Direct Connection and/or Indirect Connection. In the event of any conflict or inconsistency between the paragraphs contained in this Hosting Annex and clauses 2 to 13 in relation to Information received from a Direct Connection and/or Indirect Connection, the paragraphs contained in this Hosting Annex shall prevail.

2. Interpretation

In this Hosting 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.
"Indirect Connection Licensee"	a Licensee which has been granted the permission to receive Information from an Indirect Connection.
"HKEX Service Network" or "HSN"	a connection to computer information systems by the HKEX Group at the Hosting Site.
"Hosting Site"	the designed floors or area within the premises located at 1 Chun Ying Street, Tseung Kwan O Industrial Estate, Tsung Kwan O, New Territories, Hong Kong where the HKEX Service Network is provided by HKEX Hosting Services Limited.

3. Licence Fees and Payments

- 3.1** Direct Connection Licensee shall obtain approval from HKEX-IS before supplying a Datafeed with relevant Information sourced from HSN to the Indirect Connection Licensee's computer information systems located at the Hosting Site. If at any time that Direct Connection Licensee ceases to supply a Datafeed with relevant Information sourced from HSN to the Indirect Connection Licensee's computer information systems located at the Hosting Site, the Direct Connection Licensee undertakes to immediately notify HKEX-IS in writing of the name of the Indirect Connection Licensee, details of the relevant Datafeed and the effective cessation date.
- 3.2** Indirect Connection Licensee shall obtain approval from HKEX-IS before receiving a Datafeed with relevant Information sourced from HSN from the Direct Connection Licensee via computer

information systems located at the Hosting Site or any other Direct Connection Licensee approved under paragraphs 4.1 or 4.3 of the Indirect Connection Annex. If at any time that Indirect Connection Licensee ceases to receive a Datafeed with relevant Information sourced from HSN from the Direct Connection Licensee via computer information systems located at the Hosting Site, the Indirect Connection Licensee undertakes to immediately notify HKEX-IS in writing of the name of the Direct Connection Licensee, details of the relevant Datafeed and the effective cessation date.

- 3.3** If the Licensee commences or ceases to supply Information sourced from HSN to any Subscriber's computer information systems directly within the Hosting Site, the Licensee undertakes to immediately notify HKEX-IS in writing the name of the Subscriber, details of the Information so supplied to the Subscriber and the effective commencement or cessation date.

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