

Guiding Note on Service Update (for Licensed Information Vendors and End-Users)

PURPOSE

Pursuant to clause 2.3 of the Market Data Vendor Licence Agreement and the Market Data End-User Licence Agreement (collectively “the Agreement”), the Licensee shall inform HKEX Information Services (China) Limited (“HKEX-IS (China)”) with 30 days’ prior written notice if there are addition of new service, modification or termination of existing service specified in the Schedule 4 Memorandum of Permitted Purpose (“MOPP”) of the Agreement.

This Guiding Note aims to provide guidelines on when licensees are required to update HKEX-IS (China) via Service Application Form.

DETAILS

Definition of “Service”

In general, “Service” refers to a) the information as specified in the MOPP of the Agreement; and b) the additional information that includes the means of which the data products are delivered and any other information as requested by HKEX-IS (China) where appropriate.

Notify HKEX-IS (China) on Change of Services

Licensees are obliged to, as pursuant to clause 2.3, give HKEX-IS (China) prior written notice by submitting Service Application Form A3m/ E3m on any change of Services including but not limited to the followings:

- Data Content (e.g. Continuous Access L1, Per Quote Access L2, BMP, Delayed Data)
- Type of Device (e.g. Terminal, Mobile Application, Website) associated with certain real-time services – *applicable to Vendor only (i.e. Type of Device is no longer required for End-User nor Delayed Vendor Licensees)*
- New Third Party Services (Data Content, Third Parties’ names and websites/ mobile application) – *applicable to Vendor only*
- Others, e.g. New Marketing Programme, Service Facilitators

Licensees that provide Third Party Service or have Service Facilitator should give HKEX-IS (China) prior written notice for the addition or modification on Third Party Companies names and website/ mobile application under Third Party Service and Service Facilitators for the previously approved Data Content and termination of any existing services.

The above changes of Services will be updated in the MOPP upon approval by HKEX-IS (China).

It is the Licensee's contractual obligation to update the Service Application in a timely manner. HKEX-IS (China) reserves to exercise any contractual rights as empowered by the Agreement, including but not limited to the recovery of underpayment with penalty interest, as a result of any failure to update or with incorrect information provided on the Form.

In the event of any conflict or inconsistency between this Guiding Note and the relevant Agreement, the Agreement shall prevail.

Should there be any queries, please send the questions to MarketData@hkex.com.hk.