

**TERMS AND CONDITIONS
FOR SUBSCRIPTION OF NON-TRANSFERABLE DEALING DESKS**

SUBSCRIPTION PERIOD

1. The subscription period of non-transferable Dealing Desks is from 16 February 2009 (or the first date of use by the Exchange Participant (EP), if earlier) to 31 October 2011 and binding on EPs (Binding Period). However, the Exchange may request the EP to vacate and return the non-transferable Dealing Desk during the last 12 months of the Binding Period by serving an advance notice of not less than 6 months.

USE OF NON-TRANSFERABLE DEALING DESKS

2. All non-transferable Dealing Desks shall be used by EPs for trading or backup.
3. The Exchange shall have absolute discretion in assigning or allocating the location of the non-transferable Dealing Desks to EPs.
4. An EP shall comply with the terms and conditions and such other requirements for using non-transferable Dealing Desks as the Exchange may prescribe from time to time.

FEES AND CHARGES

5. The non-transferable Dealing Desks will be charged at a fee of HK\$6,500 per month for each desk (monthly user fee) for the entire Binding Period. In the event of early termination of subscription by EP, the EP is required to pay the aggregate monthly user fee for the remaining Binding Period in one lump sum to the Exchange upon termination of subscription.
6. The monthly user fee will be charged on a half-yearly basis (from February to July and from August to January) in advance, as per the current practice. The first payment will cover the period from 16 February 2009 (or the first date of use by EP, if earlier) to 31 July 2009.
7. EPs will be responsible for all costs in relation to the installation, de-installation, assignment, reassignment, and relocation of their trading devices and associated facilities such as telephone lines, hotlines, data lines, phone recorders, time stamps, etc. due to the subscription for using non-transferable Dealing Desks.
8. The monthly user fee and the terms and conditions for using Dealing Desks will be reviewed after the Binding Period in line with the rental charges and other related expenditures of the Trading Hall.

TRANSFER OF TRADING RIGHTS

9. The right of an EP to use a non-transferable Dealing Desk is non-transferable and non-assignable, irrespective of any transfer of Stock Exchange Trading Right by the EP.