**Test Service Application Form**

**Securities and Derivatives Market Data (for Independent Software Vendors)**

To: HKEX Information Services Limited

Address: 6/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong

Email : MarketData@hkex.com.hk

*(Please return the completed form to HKEX-IS by e-mail with the original to follow by post or by hand)*

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| **Name of the Independent Software Vendor**(English & Chinese) |       |
| **Business Address** (per the Business Registration Certificate) |      *\* Please also submit a copy of Business Registration Certificate* |
| **Billing Address** |       |
| **Website Address** |       |
| **Contact Person** | *(Name & Title)*       |
| *(Email)*       | *(Contact No.)*       |

By signing this form, the Independent Software Vendor (ISV) agrees as follows:

**Definition**

1. In this form, **HKEX Group** shall mean Hong Kong Exchanges and Clearing Limited and its subsidiaries. **HKEX-IS** shall mean HKEx Information Services Limited. **HKEX-IS Licensee** shall mean any person that has a subsisting contract with HKEX-IS for receiving and/or redistributing market data provided by HKEX-IS. **Test Environment** shall mean the test environment of HKEx market data platform which is the HKEx Orion Market Data Platform (OMD). **Test Service Commencement Date** shall mean the date on which the ISV is first connected to the Test Environment. **Test Service Termination Date** shall mean the date on which the ISV is disconnected from the Test Environment. **Service Term** shall mean the period from the Test Service Commencement Date to the Test Service Termination Date. **Test Service** shall mean the provision of a connection to the Test Environment and the right to use related technical documents and the testing facilities during the Service Term. **Trading Day** shall mean a day on which trading is conducted on The Stock Exchange of Hong Kong Limited (SEHK) or Hong Kong Futures Exchange Limited (HKFE) whichever applicable.

**Entitlements & Obligations**

1. HKEX-IS agrees to provide Test Service to the ISV according to the appended Schedule, provided that the ISV pays to HKEX-IS all applicable fees stated therein. The ISV shall effect its connection to the Test Environment in accordance with the Connectivity Guide, as amended from time to time and such other instructions as may from time to time be specified by HKEX-IS. The ISV further agrees to use the Test Service in accordance with such instructions as may from time to time be specified by HKEX-IS.
2. The ISV shall provide HKEX-IS with documents evidencing the Test Service Commencement Date upon the request of HKEX-IS.
3. The ISV shall declare readiness of its software versions after completion of Certification / Readiness Test. Subsequently, the ISV shall provide HKEX-IS the list of third parties who are using these software versions, and shall also promptly notify HKEX-IS if there are any changes to such information.
4. The ISV acknowledges and agrees that HKEX-IS shall have the right to publish the name, contact details, software names and versions and other testing related information of the ISV on the website of HKEX Group. The ISV shall promptly notify HKEX-IS if there are any changes to such information.
5. The ISV agrees to indemnify and hold harmless HKEX-IS and all other members of the HKEX Group against all losses, costs (including legal costs on a full indemnity basis) and liabilities that may be directly or indirectly suffered or incurred by them in connection with the use of the Test Service by the ISV.

**Fees & Charges**

1. The ISV agrees to pay (i) One-off Registration Fees and (ii) Test Charges to HKEX-IS for the Test Service at the rates set forth in the appended Schedule. HKEX-IS reserves the right to amend the rates at any time upon giving the ISV not less than 90 days of notice. At any time during the 30 days following service of such notice, the ISV shall be entitled to terminate the Test Service to which such amendment relates, with effect from the date the amendment is to come into effect, by giving written notice to HKEX-IS.
2. The ISV shall pay HKEX-IS the One-off Registration Fees and the Test Charges for the first 3 calendar months prior to the Test Service Commencement Date. If the Service Term is more than 3 calendar months, the ISV shall, at least 30 days prior to the first day of each subsequent calendar month, pay HKEX-IS Test Charges for each subsequent calendar month of the Service Term. For clarification purpose, the due date of each subsequent payment (other than the first 3 calendar months) shall be the 30th days immediately prior to the commencement of the corresponding month. Where the last day of the Service Term does not fall on the last day of a calendar month, the Test Charges for the last calendar month will be charged on the daily rate or the monthly rate whichever is lower.
3. The One-off Registration Fees are non-refundable. Test Charges paid in advance shall be refundable without interest or compensation if (i) the Test Service is subscribed for a period of more than 3 months and (ii) the ISV terminates the Test Service pursuant to paragraph 12 after the 3 month minimum subscription period.
4. Notwithstanding paragraphs 7 and 8 above, the One-off Registration Fees shall be waived by HKEX-IS if the ISV is an existing HKEX-IS Licensee or a Related Company of an existing HKEX-IS Licensee as specified on Schedule 2 of the Market Data Vendor Licence Agreement or Market Data End-User Licence Agreement.
5. If the ISV is late in paying any sums due to HKEX-IS by more than 30 days, interest shall be payable on such sums calculated from the date such sums first become due in respect of each month or part thereof for which they are not paid at the rate of HSBC prime interest rate plus 4% per annum. In addition, HKEX-IS reserves the right to terminate its Test Service immediately without notice.

**Termination**

1. Both parties shall be entitled to terminate the Test Service by giving not less than 30 days' prior notice of termination in writing to the other party. In this case, the ISV shall provide HKEX-IS with supporting documents evidencing the Test Service Termination Date as requested by HKEX-IS.

**Governing Law**

1. This form and any claims or disputes arising out of, relating to or in connection with the use of the Test Service by the ISV shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People’s Republic of China.

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| **Applicant’s Authorization****For and on behalf of**      Authorized Signature |  | **Acknowledged for and on behalf of HKEX-IS** |
| (Name & Title) Date: |  | Date: |

**SCHEDULE**

**Subscribed Test Service and Applicable Fees**

(Financial figures in this Schedule are expressed in HKD)

[ ]  Securities Market Data

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|  | **Datafeed** | **Test Service Commencement Date** | **Number of Connection Sets\*** | **Charges** |
| [ ]  | OMD-C Securities Standard (SS) |     |   | 1. One-off Registration Fee: $10,000
2. Test Charges
* $1,500 per Connection Set\* for each Trading Day
* $21,000 per Connection Set\* for each calendar month
 |
| [ ]  | OMD-C Securities Premium (SP) |     |
| [ ]  | OMD-C Securities FullTick (SF) |     |
| [ ]  | OMD-C Complimentary Feeds[ ] Index Feed (Index)[ ] Odd Lot Order (OLO)[ ] Conflated Broker Queue |           |

[ ] Derivatives Market Data

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Datafeed** | **Test Service Commencement Date** | **Number of Connection Sets\*** | **Charges** |
| [ ]  | OMD-D Derivatives Standard (DS) |     |   | 1. One-off Registration Fee: $10,000
2. Test Charges
* $500 per Connection Set\* for each Trading Day
* $7,000 per Connection Set\* for each calendar month
 |
| [ ]  | OMD-D Derivatives Premium (DP) |     |
| [ ]  | OMD-D Derivatives FullTick (DF) |     |
| [ ]  | OMD-D Complimentary Feeds[ ] Derivatives Trades (DT)[ ] Index Feed (Index) |        |

*\*Each Connection Set comprises one Retransmission ID per subscribed OMD datafeed product (excluding complimentary feeds)*

 *One or multiple Connection Set(s) shall be supported by at least two testing lines*

**Payment Method** (Either by cheque or direct remittance)

|  |  |  |
| --- | --- | --- |
| Name of Bank | :  | Hang Seng Bank Ltd |
| SWIFT Code | : | HASEHKHH |
| Account # | : | 024-280-0-340503 (in HKD) |
| Name of Account : | : | HKEX Information Services Ltd.  |

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**Personal Information Collection Statement**

“Personal Data” in this statement has the same meaning as “personal data” in the Personal Data (Privacy) Ordinance, Cap 486 of the Laws of Hong Kong (“PDPO”).

The personal data collected on this form will be used solely for the purpose of the enrollment and be retained for such period as may be necessary for our verification and record purposes.

Please refer to the HKEX’s Privacy Policy Statement which is available on the HKEX website ([www.hkex.com.hk](http://www.hkex.com.hk)) for further details.

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