**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)*

|  |  |
| --- | --- |
| **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.
6. The ISV reads, acknowledges and understands the responsibilities and obligations stipulated under the **Guiding Note for Test Service Application Form Securities and Derivatives Market Data (version 2017-02) and as updated from time to time.**

**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.

**By signing below, I consent to the processing of my personal data in accordance with the** **Privacy Policy Statement****.**

|  |  |  |
| --- | --- | --- |
| **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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Datafeed** | **Test Service Dates** | **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[ ] Stock Connect Market[ ] Index Feed[ ] Odd Lot Order[ ] Conflated Broker Queue |       |

[ ]  Derivatives Market Data

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Datafeed** | **Test Service Dates** | **Number of Connection Sets\*** | **Charges** |
| [ ]  | OMD-D Derivatives Standard (DS)[ ]  DS – Stock Options Market[ ]  DS – Non-Stock Options Market |       |   | 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)[ ]  DP – Stock Options Market[ ]  DP – Non-Stock Options Market |       |
| [ ]  | OMD-D Derivatives FullTick (DF)[ ]  DF – Stock Options Market[ ]  DF – Non-Stock Options Market |       |
| [ ]  | OMD-D Derivatives Lite (D-Lite)[ ]  D-Lite – Stock Options Market[ ]  D-Lite – Non-Stock Options Market |       |
| [ ]  | OMD-D Complimentary Feeds[ ] Derivatives Trades (DT)[ ] Index Feed (Index)[ ] Order Feed (for D-Lite) |       |

*\*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)

|  |  |  |
| --- | --- | --- |
| Beneficiary | : | HKEX Information Services Limited  |
| Name of Bank | :  | The Hongkong and Shanghai Banking Corporation Limited |
| Account No. | : | 004-741-057566001 (in Hong Kong dollar) |
| SWIFT Code | : | HSBCHKHH |
| Bank Address | : | 1 Queen’s Road Central, Hong Kong |
|  |  | Tel: (852) 2748 8288 |

**Privacy Policy Statement**

Hong Kong Exchanges and Clearing Limited, and from time to time, its subsidiaries (together the "**Group**") (and each being "**HKEX**", "**we**", "**us**" or "**member of the Group**" for the purposes of this Privacy Policy Statement as appropriate) recognise their responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) ("**PDPO**"). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by us is accurate. We will use your personal data which we may from time to time collect in accordance with this Privacy Policy Statement.

We regularly review this Privacy Policy Statement and may from time to time revise it or add specific instructions, policies and terms. Where any changes to this Privacy Policy Statement are material, we will notify you using the contact details you have provided us with and, where required by the PDPO, give you the opportunity to opt out of these changes by means notified to you at that time. Otherwise, in relation to personal data supplied to us through the HKEX website or otherwise, continued use by you of the HKEX website or your continued relationship with us shall be deemed to be your acceptance of and consent to this Privacy Policy Statement, as amended from time to time.

If you have any questions about this Privacy Policy Statement or how we use your personal data, please contact us through one of the communication channels set out in the "Contact Us" section below.

We will take all practicable steps to ensure the security of the personal data and to avoid unauthorised or accidental access, erasure or other use. This includes physical, technical and procedural security methods, where appropriate, to ensure that the personal data may only be accessed by authorised personnel.

Please note that if you do not provide us with your personal data (or relevant personal data relating to persons appointed by you to act on your behalf) we may not be able to provide the information, products or services you have asked for or process your requests, applications, subscriptions or registrations, and may not be able to perform or discharge the Regulatory Functions (defined below).

**Purpose**
From time to time we may collect your personal data including but not limited to your name, mailing address, telephone number, email address, date of birth and login name for the following purposes:

1. to process your applications, subscriptions and registration for our products and services;
2. to perform or discharge the functions of HKEX and any company of which HKEX is the recognised exchange controller (as defined in the Securities and Futures Ordinance (Cap. 571)) ("Regulatory Functions");
3. to provide you with our products and services and administer your account in relation to such products and services;
4. to conduct research and statistical analysis;
5. to process your application for employment or engagement within HKEX to assess your suitability as a candidate for such position and to conduct reference checks with your previous employers; and
6. other purposes directly relating to any of the above.

**Direct marketing**
Where you have given your consent and have not subsequently opted out, we may also use your name, mailing address, telephone number and email address to send promotional materials to you and conduct direct marketing activities in relation to HKEX financial services and information services, and financial services and information services offered by other members of the Group.

If you do not wish to receive any promotional and direct marketing materials from us or do not wish to receive particular types of promotional and direct marketing materials or do not wish to receive such materials through any particular means of communication, please contact us through one of the communication channels set out in the "Contact Us" section below. To ensure that your request can be processed quickly please provide your full name, email address, log in name and details of the product and/or service you have subscribed.

**Identity Card Number**
We may also collect your identity card number and process this as required under applicable law or regulation, as required by any regulator having authority over us and, subject to the PDPO, for the purpose of identifying you where it is reasonable for your identity card number to be used for this purpose.

**Transfers of personal data for direct marketing purposes**
Except to the extent you have already opted out we may transfer your name, mailing address, telephone number and email address to other members of the Group for the purpose of enabling those members of the Group to send promotional materials to you and conduct direct marketing activities in relation to their financial services and information services.

**Other transfers of your personal data**
For one or more of the purposes specified above, your personal data may be:

1. transferred to other members of the Group and made available to appropriate persons in the Group, in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
2. supplied to any agent, contractor or third party who provides administrative, telecommunications, computer, payment, debt collection, data processing or other services to HKEX and/or any of other member of the Group in Hong Kong or elsewhere; and
3. other parties as notified to you at the time of collection.

**How we use cookies**
If you access our information or services through the HKEX website, you should be aware that cookies are used. Cookies are data files stored on your browser. The HKEX website automatically installs and uses cookies on your browser when you access it. Two kinds of cookies are used on the HKEX website:

***Session Cookies:*** temporary cookies that only remain in your browser until the time you leave the HKEX website, which are used to obtain and store configuration information and administer the HKEX website, including carrying information from one page to another as you browse the site so as to, for example, avoid you having to re-enter information on each page that you visit. Session cookies are also used to compile anonymous statistics about the use of the HKEX website.

***Persistent Cookies:*** cookies that remain in your browser for a longer period of time for the purpose of compiling anonymous statistics about the use of the HKEX website or to track and record user preferences.

The cookies used in connection with the HKEX website do not contain personal data. You may refuse to accept cookies on your browser by modifying the settings in your browser or internet security software. However, if you do so you may not be able to utilise or activate certain functions available on the HKEX website.

**Compliance with laws and regulations**
HKEX and other members of the Group may be required to retain, process and/or disclose your personal data in order to comply with applicable laws and regulations or in order to comply with a court order, subpoena or other legal process (whether in Hong Kong or elsewhere), or to comply with a request by a government authority, law enforcement agency or similar body (whether situated in Hong Kong or elsewhere) or to perform or discharge the Regulatory Functions. HKEX and other members of the Group may need to disclose your personal data in order to enforce any agreement with you, protect our rights, property or safety, or the rights, property or safety of our employees, or to perform or discharge the Regulatory Functions.

**Corporate reorganisation**
As we continue to develop our business, we may reorganise our group structure, undergo a change of control or business combination. In these circumstances it may be the case that your personal data is transferred to a third party who will continue to operate our business or a similar service under either this Privacy Policy Statement or a different privacy policy statement which will be notified to you. Such a third party may be located, and use of your personal data may be made, outside of Hong Kong in connection with such acquisition or reorganisation.

**Access and correction of personal data**
Under the PDPO, you have the right to ascertain whether we hold your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request us to inform you of the type of personal data held by us. All data access requests shall be made using the form prescribed by the Privacy Commissioner for Personal Data ("**Privacy Commissioner**") which may be found on the official website of the Office of the Privacy Commissioner or via this link
<https://www.pcpd.org.hk/english/publications/files/Dforme.pdf>

Requests for access and correction of personal data or for information regarding policies and practices and kinds of data held by us should be addressed in writing and sent by post to us (see the "Contact Us" section below).

A reasonable fee may be charged to offset our administrative and actual costs incurred in complying with your data access requests.

**Termination or cancellation**
Should your account or relationship with us be cancelled or terminated at any time, we shall cease processing your personal data as soon as reasonably practicable following such cancellation or termination, provided that we may keep copies of your data as is reasonably required for archival purposes, for use in relation to any actual or potential dispute, for the purpose of compliance with applicable laws and regulations and for the purpose of enforcing any agreement we have with you, for protecting our rights, property or safety, or the rights, property or safety of our employees, and for performing or discharging our functions, obligations and responsibilities.

**General**
If there is any inconsistency or conflict between the English and Chinese versions of this Privacy Policy Statement, the English version shall prevail.

**Contact us**
By Post:
Personal Data Privacy Officer
Hong Kong Exchanges and Clearing Limited
8th Floor, Two Exchange Square

8 Connaught Place
Central
Hong Kong

By Email:
DataPrivacy@HKEX.COM.HK