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OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant	2. Registration No.
Holly Strategies Incorporated	6605

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Hong Kong Exchanges and Clearing Limited ("HKEX")	8/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong

5. Indicate whether your foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☒ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

N/A

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address
N/A

b) Name and title of official with whom registrant deals

c) Principal aim

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Hong Kong Exchanges and Clearing Limited ("HKEX") is a publicly traded company incorporated and headquartered in Hong Kong. HKEX operates Hong Kong's only stock exchange and futures exchange and the related clearing houses. The Stock Exchange of Hong Kong Limited (a wholly-owned subsidiary of HKEX) is one of the world's leading IPO markets. HKEX is also one of the global leaders in metals trading and post trade, through its wholly owned subsidiaries, LME and LME Clear Limited in the UK. HKEX Group has five main business operating segments: cash, equity and financial derivatives, commodities, post trade and technology.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

HKEX is a company listed on The Stock Exchange of Hong Kong Limited. HKEX is subject to regulatory oversight by Hong Kong and others financial regulatory agencies in the jurisdictions in which it operates.

HKEX has over 5,000 shareholders, with global institutional investors (nearly all of which are based in the United States or Europe) holding a majority of HKEX's outstanding shares. Currently, the single largest shareholder, with approximately 6% of HKEX's shares, is the Hong Kong Special Administrative Region (HKSAR). The next four largest shareholders are U.S. financial institutions. HKEX's Board consists of 13 directors --six appointed by the Financial Secretary of HKSAR pursuant to Section 77 of the Securities and Futures Ordinance, six elected by shareholders, and the thirteenth director is HKEX's Chief Executive, who is appointed from time to time by the other Board members with the recommendation of the Board's Chairman and approval of the Hong Kong Securities and Futures Commission. One of HKEX's non-executive directors is appointed as the Chairman, subject to approval and removal by the Chief Executive of Hong Kong.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

See response to question 9 above

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
October 04, 2019	Josh Holly, President	/s/ Joshua Coleman Holly eSigned

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Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Holly Strategies Incorporated	6605

3. Name of Foreign Principal

Hong Kong Exchanges and Clearing Limited ("HKEX")

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Holly Strategies Incorporated will provide government relations services to HKEX for 6 months for which Holly Strategies Incorporated will receive a one-time retainer payment of $35,000 along with reimbursement of its expenses reasonably incurred in connection with the representation.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Holly Strategies Incorporated will assist the foreign principal in communicating with U.S. government officials (Congress and the Executive Branch) with respect to the proposal by HKEX to bid to purchase the London Stock Exchange (LSE) and the impacts it may have on the American economy.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See response to question 8 above

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
October 04, 2019	Josh Holly, President	/s/ Joshua Coleman Holly eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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September 30, 2019

James Fok
Head of Group Strategy
Hong Kong Exchanges and Clearing Limited
8/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong

Dear James:

We look forward to representing Hong Kong Exchanges and Clearing Limited, "HKEX" (the "Client") in connection with government relations services. We are pleased that you have selected Holly Strategies ("Holly Strategies").

For all services rendered by the firm, Holly Strategies will be prepaid a one-time retainer of thirty-five thousand dollars ($35,000) that will cover fees and expenses for a six-month period beginning on September 30, 2019 and concluding March 30, 2020.

Please review the terms of this engagement letter carefully, as well as the terms set forth in the attached Consulting Agreement. If this arrangement is agreeable to you, please sign below and return a copy to us. If you have any questions, please do not hesitate to call (202) 236-7909.

On behalf of Holly Strategies, I thank you for the privilege of representing HKEX and look forward to serving its interests.

Sincerely,

Josh Holly

AGREED TO:

James Fok
Head of Group Strategy
Hong Kong Exchanges and Clearing Limited

1 Oct 2019
Date

CONSULTING AGREEMENT

1. This Consulting Agreement (this "Agreement") is dated as of September, 30 2019 by and between Holly Strategies ("Holly Strategies") and HKEX (the "Client") and is

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effective until March 30, 2020. The Client and S3 may negotiate and agree in good faith in writing to extend the term on a monthly basis after March 30, 2020.

2. Except for cause, either party may cancel this Agreement upon 30 days prior written notice to the other party. Such termination shall not, however, relieve the Client of the obligation to pay for all services rendered and disbursements and other charges made or incurred on the Client's behalf. Client may terminate this Agreement immediately for cause, with prior written notice to Holly Strategies setting forth the reasons for termination, due to Holly Strategies' omission, breach, negligent act, the violation of any law, or any willful misconduct of Holly Strategies or any agent acting on Holly Strategies' behalf.

3. Holly Strategies shall invoice the Client for the one-time retainer of 35,000 in the week of 7 October 2019, with the understanding that the retainer will begin on September 30, 2019 and continue for a period of six-months for the services provided subject to the terms outlined in the above Engagement Letter. S3 and Client may agree on additional fees for further services which may be requested by the Client from time to time during this period. The invoice shall only be payable 30 days after the date of the invoice.

4. If the Client requests that Holly Strategies provide services outside the scope of work described in the Engagement Letter and Holly Strategies, in its sole discretion, agrees to provide such services, the parties shall agree to an equitable adjustment to the terms of this Agreement as reasonably necessary. Holly Strategies agrees that all material aspects of the services and deliverables described here will be performed by senior members of Holly Strategies firm and Holly Strategies shall designate a senior member of the firm to serve as Client's primary point of contact with regard to all information, requests, or inquiries and deliverables connected to the services.

5. Client shall supply Holly Strategies with facts or information which are accurate in material respects.

6. Client and Holly Strategies agree that for purposes of this Agreement, Holly Strategies is an independent contractor and nothing set forth herein shall be construed as creating any employment, partnership, joint venture or similar relationship between the parties.

7. This Agreement shall not be modified or amended except by a written document executed by the parties to this Agreement. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof.

8. Neither Holly Strategies or Client, nor, respectively, any officer, director, principal, employee, agent, or consultant of Holly Strategies or Client shall be liable for any loss incurred by either Holly Strategies or Client in connection with the matter to which this Agreement relates, except a loss resulting from omission, breach, negligent act, the violation of any law, or any willful misconduct of Holly Strategies or any agent acting

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on Holly Strategies' behalf or Client. Under no circumstances shall either party be liable to the other for any special, incidental, indirect, punitive or consequential loss or damage of any nature, arising at any time or from any cause whatsoever.

9. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

10. Holly Strategies agrees that it will not, during the period of its engagement hereunder or at any time after the date of termination or expiration of this Agreement, except with the express prior written consent of the Client disclose, communicate or divulge to any person other than the Client, its affiliates, and their employees, officers, and agents any proprietary or confidential information pertaining to the Client's business or the Client (the "Confidential Information"). The restriction contained in the preceding sentence shall not apply to any information that: (i) is a matter of public knowledge on the date of this Agreement; (ii) becomes a matter of public knowledge after the date of this Agreement from another source which is under no obligation of confidentiality to the Client; or, (iii) is required by law to be disclosed. In the event Holly Strategies is required to disclose any Client Confidential Information pursuant to any law, subpoena or court order, then Holly Strategies shall provide reasonable prior notice to Client of such disclosure so that Client is afforded the opportunity to take any appropriate actions available under the law to protect its Confidential Information.

11. Holly Strategies agrees that any documentation, other copyrightable works, or any other intellectual property made, created, developed or contributed to by Holly Strategies during the period of Holly Strategies' services and related to the business, operation or activities of Client or which are based on or derivative works of Client's Confidential Information are "works made for hire" under the copyright laws of the United States. For purposes of this Agreement, Client "Confidential Information" shall include but not be limited to Client's tangible and/or intangible intellectual property, proprietary business or technical information, Client's customer data or information, patent, copyright, trade secret, logo, trademark, trade name, or other proprietary or intellectual property now or hereafter owned, controlled, licensed to or licensable by Client, including without limitation any such rights in any software or other derivative work (meaning works derived, developed from or utilizing Client's proprietary business or technical information, or intellectual property that is protected by copyright or patent.

12. To the extent that Holly Strategies' representation of the Client requires that Holly Strategies register and report lobbying activities under applicable law or to register and report any activities undertaken in furtherance of its representation of the Client under the Foreign Agents Registration Act, the Client authorizes Holly Strategies, and Holly Strategies will prepare and file such registrations and reports with the appropriate government authorities, and otherwise comply with the requirements of such laws.

13. Holly Strategies will use all permissible efforts to protect privileged communications or other

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confidential information developed by Holly Strategies or provided to Holly Strategies during the course of HOLLY STRATEGIES's provision of services described above.

14. Holly Strategies shall seek the prior written consent of the Client prior to using the Client's name on Holly Strategies' website as a representative client.

15. JAMS Mediation

- The Parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the clause set forth in Paragraph 5 below.
- Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.
- The Parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The Parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.
- All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the second mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the Parties so desire.
- At no time prior to the Earliest Initiation Date shall either side initiate an arbitration related to this Joint Resolution except to pursue a provisional remedy that is authorized by JAMS Rules or by agreement of the Parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph 3 above.
- All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The Parties will take such action, if any, required to effectuate such tolling.

16. JAMS Arbitration
Any dispute, claim or controversy arising out of or relating to this Agreement or the breach,

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termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Washington, DC before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction.

17. Authority. Each person whose signature appears below warrants and represents that he or she has the full authority to execute this Agreement on behalf of the Party for which he or she is signing and that all necessary corporate or partnership action to enter into this Agreement has been taken.

WHEREFORE CLIENT AND HOLLY STRATEGIES HAVE ENTERED INTO THIS AGREEMENT AS OF September 30, 2019

Client

By:_____
James Fok
Head of Group Strategy
Hong Kong Exchanges and Clearing Limited

Holly Strategies

By:_____
Josh Holly
Founder

Signature:

Email: josh@hollystrategies.com

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