



**SECURITIES AND
FUTURES COMMISSION**
證券及期貨事務監察委員會

Invitation to Tender

Provision of the System Implementation of a Virtual Asset Trade Surveillance System

3 October 2025

Contents

Introduction	3
Requirement	3
Guidelines for Tenderers	4
Evaluation of Proposals	7
Payment and Other Terms	7
Grievance Procedures	9
Appendix A: The Technical Part	11
Appendix B: The Price Schedule	13
Appendix C: Confidentiality Acknowledgement	14

Introduction

1. Invitation to Tender and Interpretation

- 1.1 The Securities and Futures Commission (SFC) invites tenders for providing system implementation services of a Virtual Asset Trade Surveillance System.
- 1.2 The scope of the project and services required are included in section 2 of this Invitation to Tender.
- 1.3 In this document, the following terms shall have the following meanings:
- 1.3.1 “**Contract**” means a formal agreement to be entered into between the SFC and those successful tenderer(s) in relation to the project containing such terms and conditions as the parties shall agree, including (but not limited to) those terms set out in this Invitation to Tender (unless the same shall have been modified by the SFC);
 - 1.3.2 “**Project**” means the project described in “General Requirement Specification for the Revamp of the Virtual Asset Trade Surveillance System” – please refer to section 2 of this document; and
 - 1.3.3 “**Tenderer**” means the person or persons or corporation tendering for the project and includes the executors and administrators and permitted assignments of such person or persons or corporation.

Requirement

2. Requirement Specification

- 2.1 Please sign and return the Confidentiality Acknowledgement (Appendix C) if you wish to receive further details and attend the briefing session for the Requirement. The signed Confidentiality Acknowledgement should be emailed to it@sfc.hk **before 5:00 pm, 10 October 2025 (Friday)**. Please include the contact email address and telephone number of your company in your submission.
- 2.2 A tender briefing session will be held **at 2:00 pm on 20 October 2025 (Monday)**, either at the SFC’s office or via web meeting (i.e. Zoom). If you are interested in attending, please email it@sfc.hk with the names of up to three attendees and ensure that the Confidentiality Acknowledgement in Appendix C has been completed. All requests to attend the briefing session must be submitted **by 2:00 pm on 17 October 2025 (Friday)**; requests received after this deadline will not be considered.
- 2.3 Please ensure that your email subject line is “Virtual Asset Trade Surveillance – [Your Company Name] – [Purpose]”.

Guidelines for Tenderers

These guidelines are intended to provide Tenderers with guidance on the procedure for submitting their proposals and the approach that the SFC will generally adopt in assessing such proposals. They do not bind, and are not intended to bind, the SFC in any way. The SFC reserves the right to accept or reject all or any part of a proposal.

3. Preparation and Submission of Proposal

3.1 What must the proposal cover?

- 3.1.1 In the proposal, the Tenderers should present their company profiles, including the organisation of the company and the makeup of the project team, and highlight relevant works in their credentials. Tenderers should describe their previous experience with references of previous work.
- 3.1.2 Tenderers may propose alternatives based on the SFC's conditions and requirements if they consider that the requirements are either not feasible or do not provide the SFC with the best solution in the circumstances.

3.2 What form must the proposal take?

- 3.2.1 All proposals in writing must be submitted in both physical and electronic form.
- 3.2.2 One hardcopy of each proposal must be provided, together with a softcopy on CD-ROM or USB flash drive (email or other media are not accepted). The softcopy should be in Microsoft Word® format (version 6 or above) or Adobe Acrobat® format.
- 3.2.3 The SFC will not consider any proposal that is submitted in writing without an accompanying softcopy.

3.3 To whom must the proposal be submitted?

- 3.3.1 Written proposal should be marked with the reference “**Tender for Provision of the System Implementation of a Virtual Asset Trade Surveillance System**” and must be submitted in a sealed envelope and deposited to the **TENDER BOX** at the following address:

Securities and Futures Commission
54/F, One Island East
18 Westlands Road
Quarry Bay
Hong Kong

3.4 When is the deadline for the submission of proposal?

- 3.4.1 The proposal must be received by the SFC at the above-mentioned address on or before **2:00 pm on 7 November 2025 (Friday)**.
- 3.4.2 The SFC will not consider any late proposal.

3.5 How must the proposal be set out?

3.5.1 Each proposal must be separated into the following parts:

- (a) a Technical Part describing the proposal;
- (b) a Price Schedule; and
- (c) a Letter:
 - (i) offering to carry out the work described in the Technical Part for the prices detailed in the Price Schedule in compliance with the “**Payment and Other Terms**” set out in section 5 of this Invitation to Tender;
 - (ii) stating the period that the offer is to remain open;
 - (iii) undertaking to negotiate in good faith to finalise promptly the Contract and to commence work immediately thereafter;
 - (iv) containing an acknowledgement and agreement that the SFC:
 - is not bound to accept the lowest tender or any tender;
 - reserves the right to make changes to the project requirement; and
 - will not defray any expenses incurred in tendering and/or in negotiating the Contract, whether successful or otherwise; and
 - (v) signed by the Tenderer (in the case of an individual) or a duly authorised officer of the tenderer (in the case of a company).

3.5.2 For the proposal hardcopy as well as its softcopy, the Technical Part, the Price Schedule and the Letter must be submitted as separate documents and placed in separate envelopes. The envelope containing the Technical Part must be clearly marked “**Technical Proposal**”. The envelope containing the Price Schedule must be clearly marked “**Price Schedule**”. The envelope containing the Letter must be clearly marked “**Offer Letter**”. Price information must not be specified in the Technical Part.

3.5.3 Details in relation to what should be specified in each part are set out in **Appendix A (Technical Part)** and **B (Price Schedule)** to this Invitation to Tender.

3.6 How long should Tenderers’ offers remain open?

3.6.1 By making a proposal in response to this Invitation to Tender, a Tenderer will be treated as having made an offer to the SFC. A

Tenderer should clearly state in its proposal how long this offer will remain open.

- 3.6.2 In order to allow the SFC sufficient time to consider all proposals validly submitted, Tenderers should keep their offers open for at least 180 days from the closing date of this Invitation to Tender. If this cannot be done, the reason must be stated in the proposal.

3.7 Queries regarding this Invitation to Tender or proposal made in response

- 3.7.1 What if the SFC has any queries about a particular proposal?

If the SFC considers that any aspect of a proposal requires clarification from the Tenderer, the SFC may request that the Tenderer:

- (a) supplement its proposal; or
- (b) answer SFC's queries

orally or in writing, or in any manner that the SFC deems fit.

- 3.7.2 What if a Tenderer has any queries?

Any queries regarding this Invitation to Tender should be made to:

Mr. Brian Ip
Manager
Information Technology, Corporate Affairs
Telephone : (852) 2231 1415
Email : btlip1@sfc.hk

Or, alternatively:

Mr. Kenneth Wong
Senior Manager
Information Technology, Corporate Affairs
Telephone : (852) 2231 1690
Email : kennethwong@sfc.hk

Note: Please sign and return the Confidentiality Acknowledgement (Appendix C) before making any enquiry.

3.8 Proposal Presentation

- 3.8.1 As part of the evaluation process for the tender submission, shortlisted tenderers are required to attend a presentation to further discuss their proposal and demonstrate their capabilities. The details are as follow:

- (a) The date of presentation will be **between 1 December 2025 (Monday) and 12 December 2025 (Friday)**.
- (b) Presentation timeslots will be assigned by the SFC.

- (c) The location of presentation will be in the SFC Office, a remote conference call option will also be available. Details for joining the conference call will be provided upon confirmation of attendance.
- (d) Shortlisted tenderers must confirm their attendance (in-person or remote) by **26 November 2025 (Wednesday)** to ensure adequate arrangements can be made.

3.9 Notification of Results and Rejection of proposals

3.9.1 The SFC will notify each shortlisted tenderer by e-mail within six months of finalising its selection as to whether or not they have been selected by the SFC.

3.9.2 The SFC retains the right to reject any or all tender(s) submitted.

3.10 Acceptance

3.10.1 No tender (or part thereof) shall be taken to have been accepted unless and until execution of the Contract.

Evaluation of Proposals

4. How does the SFC evaluate valid proposals that it receives?

4.1 How does the SFC evaluate valid proposals that it receives?

4.1.1 There are two parts to the SFC's evaluation process: evaluation of the Technical Part and evaluation of the Price Schedule (in that order). The Price Schedule will only be considered after the SFC has evaluated the Technical Part. The SFC will not make any selection based solely on price.

4.2 Evaluation of the Technical Part

4.2.1 The SFC will generally evaluate the technical aspects of each proposal according to the following criteria:

- (a) Completeness and adequacy of the proposed solutions according to the requirements as stipulated in this Invitation to Tender (60%)
- (b) Company background and related experience (10%)
- (c) Project Team Structure and Member Experience (15%)
- (d) Overall Project Plan & Approach (15%)

The above criteria are for reference only, which provide tenderers an indicative guideline of their relative significance. SFC reserves the right to change the criteria and/or the relative percentage weighting of any item without further notifying the tenderers.

Payment and Other Terms

5. Payment terms

- 5.1 The SFC has a performance-based payment policy, under which payments will be made on the actual delivery of services or products.
- 5.2 Wherever possible, and if the SFC considers appropriate in the circumstances, the SFC will make payments to the successful Tenderer of the project as follows:
 - 5.2.1 10% of the implementation service price upon the SFC and the successful Tenderer entering into a binding contract;
 - 5.2.2 40% of the implementation service price will be paid on the acceptance of system readiness for User Acceptance Testing;
 - 5.2.3 30% of the implementation service price will be paid upon the completion of the warranty period and acceptance of all the required deliverables.
 - 5.2.4 20% of the implementation service price will be retained by the SFC and be paid 3 months after successful system roll out and to the satisfaction of the SFC.
 - 5.2.5 The software licence price will start to be charged and paid upon the production rollout.
- 5.3 Termination of service
 - 5.3.1 The successful Tenderer shall use its best endeavours to perform the Contract with such due care, skill and diligence as is expected of a provider of similar services and products and of a comparable standing in the industry. However, if for whatever reason, the SFC in its opinion concludes that the successful Tenderer is in breach of the Contract or does not provide the level of service required by the SFC, the SFC shall have the right to terminate the Contract by notice in writing to the successful Tenderer.
- 5.4 Sub-contracting of services
 - 5.4.1 If a Tenderer wishes to sub-contract any part (or all) of its obligations under its proposal, this must be clearly specified in the proposal. The tender must also clearly specify the person(s) to whom the Tenderer wishes to sub-contract, and the precise services or obligations intended by the Tenderer to be subject to such sub-contract. Sub-contracting of services will not normally be permitted. The SFC reserves the right to either accept or reject the sub-contracting of services.
- 5.5 Conflicts of interest
 - 5.5.1 A Tenderer must have no actual or potential conflicts of interest with its duties to the SFC under the proposal. If a Tenderer has actual or potential conflicts of interest with its duties to the SFC under the proposal, the Tenderer should clearly state this in the proposal. This requirement extends to the Tenderer's affiliates, associates, associated persons, group companies and each member of the Tenderer's

professional staff (and their affiliates, associates and associated persons).

5.6 The incorporation of proposal into the Contract signed with the SFC

- 5.6.1 Any proposal and responses submitted by the successful Tenderer to the SFC's enquiries may form part of the Contract made between the SFC and such Tenderer.
- 5.6.2 Every representation by the successful Tenderer (whether of fact or performance, and whether set out in the proposal or otherwise) will be incorporated as warranties in any Contract between the SFC and such Tenderer. The SFC preserves the right to seek for an indemnity should the awarded Tenderer fail to keep these warranties. Therefore, any statement of fact or performance that the Tenderer does not wish to be treated as a warranty should be clearly indicated.

5.7 Code of Conduct for onsite consultants

- 5.7.1 All employees, sub-contractors and consultants of the successful Tenderer working at the SFC's office on a full-time basis will be bound by the SFC Staff Code of Conduct. They will also be subject to prior police vetting and be required to disclose all dealing in securities and futures to the SFC. Exemption may be granted on a case by case basis.

Grievance Procedures

- 6. As a public body, the SFC has a duty to conduct its affairs in a responsible and transparent manner. Accordingly, the SFC has put in place the Grievance Procedures with effect from 1 April 2004. The Policy on Public Interest Grievances is intended to assist persons who are engaged by or to work in / with the SFC who believe that they have discovered improper practices or misconduct relating to the running of the SFC or work related activities of employees of the SFC to report these in a constructive manner.

- 6.1 This policy is for any person who has an employment contract with the SFC, is on secondment to the SFC, is engaged as an independent consultant by the SFC or is a contractor or supplier of services to the SFC. Public Interest Grievances might include one or more of the following:

- 6.1.1 criminal activity, such as accepting a bribe;
- 6.1.2 financial or administrative malpractice;
- 6.1.3 misconduct or improper behaviour;
- 6.1.4 failure to comply with legal obligations such as those set out in the Securities and Futures Ordinance;
- 6.1.5 endangering occupational health or safety; and
- 6.1.6 attempts to suppress or conceal information relating to any of the above.

- 6.2 The Policy on Public Interest Grievances can be found on the SFC website under “Lodge a complaint > Against the SFC > Staff/contractor complaints against the SFC or its employees”. Please contact the Commission Secretary of the SFC if you have any questions in this regard.

Appendix A: The Technical Part

The Tenderer is free to include any information that it considers to be relevant to its proposal. However, as a minimum, this part should contain all of the following:

Table of Contents

1. Executive Summary
 - 1.1 This section should provide a full summary of the proposed solution.
2. The Proposed Solutions and Service Plan
 - 2.1 This section should describe the proposal in detail and explain how the proposal meet the conditions and requirements set out in section 2, and describe any limitations and compatibility issues associated with the proposal.
3. Exceptions to the SFC's Conditions and Requirements
 - 3.1 If a Tenderer wishes to propose alternatives to the SFC's conditions and requirements, these alternatives should be specified here. The Tenderer should explain:
 - 3.1.1 why the SFC's conditions and requirements do not provide the SFC with the best solution in the circumstances; and
 - 3.1.2 the ways in which their alternatives are better.
4. Vendor Profile
 - 4.1 The Tenderer should provide full details of its company profile, including the following:
 - 4.1.1 the Tenderer's background, history, office location and number of full-time staff;
 - 4.1.2 the Tenderer's financial strength, supported by an audited report or financial summary;
 - 4.1.3 the Tenderer's experience in similar projects;
 - 4.1.4 references for similar projects (please provide the Scope, Team Size, Type of Services Provided, etc.); and
 - 4.1.5 other relevant information.
5. Appendices
 - 5.1 Project Team and Structure
 - 5.1.1 The Tenderer should provide names, detailed qualifications and work experience for team members to be assigned to implement the project and the team structure.

5.2 Other relevant information

5.2.1 The Tenderer can include any other information that it considers to be relevant to its proposal.

Appendix B: The Price Schedule

This part should contain all of the following:

1. Executive Summary
 - 1.1 This part should provide a full summary of the project fee structure for 3 years, and any payment arrangements.
2. Fees Schedule
 - 2.1 All fees must be quoted in Hong Kong Dollars.
 - 2.2 All fees should be properly itemised and explained, and include all amounts payable by way of royalty, licence fee, software licence fee or otherwise for patent, any copyright design or other intellectual property rights. The fee on hardware, software, consultancy services, implementation services and maintenance must be separately stated.
 - 2.3 The SFC reserves the right to accept or reject all or any part of a proposal.
3. Payment Terms and Arrangements
 - 3.1 Payment must correlate with major milestone / achievements or deliverables, in accordance with the SFC's performance-based payment policy (see "**Payment and Other Terms**" in section 5 of this Invitation to Tender).

Appendix C: Confidentiality Acknowledgement

Acknowledgement and Undertaking

Acknowledgment in relation to the requirements for preservation of secrecy under section 378 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (“**SFO**”) and sections 76A to 76G of the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Chapter 615 of the Laws of Hong Kong) (“**AMLO**”), and avoidance of conflict of interests under section 379 of the SFO and section 53ZTW of the AMLO (together, the “**Specified Provisions**”).

Terms in this acknowledgement shall have the same meaning as defined in the SFO and/or the AMLO (as the case may be), unless otherwise defined herein.

To: _____

I. Preservation of Secrecy Requirements

Section 378 of the SFO binds you and in particular subsection (1) of that section provides as follows:

- (1) Subject to subsection (13A), except in the performance of a function under, or for the purpose of carrying into effect or doing anything required or authorized under, any of the relevant provisions, a specified person—
 - (a) shall preserve and aid in preserving secrecy with regard to any matter coming to his knowledge by virtue of his appointment under any of the relevant provisions, or in the performance of any function under or in carrying into effect any of the relevant provisions, or in the course of assisting any other person in the performance of any function under or in carrying into effect any of the relevant provisions;
 - (b) shall not communicate any such matter to any other person; and
 - (c) shall not suffer or permit any other person to have access to any record or document which is in his possession by virtue of the appointment, or the performance of any such function under or the carrying into effect of any such provisions, or the assistance to the other person in the performance of any such function under or in carrying into effect any such provisions.

The term “specified person” is defined in section 378(15) of the SFO and means-

- (a) the Commission;
- (b) any person who is or was a member, an employee, or a consultant, agent or adviser, of the Commission; or
- (c) any person who is or was -
 - (i) a person appointed under any of the relevant provisions;
 - (ii) a person performing any function under or carrying into effect any of the relevant provisions; or
 - (iii) a person assisting any other person in the performance of any function under or in carrying into effect any of the relevant provisions.

The term “relevant provisions” is defined in section 1, Part 1 of Schedule 1 to the SFO to include the provisions of the SFO.

Sections 76A to 76G of the AMLO bind you and in particular sections 76B(1) and (2) provide as follows:

- (1) This section applies to—
 - (a) a matter that comes to a specified person's knowledge in any of the following circumstances—
 - (i) by virtue of the specified person's appointment under the AMLO;
 - (ii) in the course of performing a function under, or carrying into effect, a provision of the AMLO;
 - (iii) in the course of assisting another person in performing a function under, or carrying into effect, a provision of the AMLO; and
 - (b) a record or document that has come into a specified person's possession in any of the circumstances mentioned in paragraph (a).
- (2) A specified person—
 - (a) must not communicate a matter referred to in subsection (1)(a)(i), (ii) or (iii) to a person; and
 - (b) must not allow another person to have access to a record or document referred to in subsection (1)(b).

The term "specified person" is defined in section 76A of the AMLO and includes-

- (a) the Commission;
- (b) a person who is or was a member, an employee, or a consultant, agent or adviser, of the Commission; or
- (c) a person who is or was—
 - (i) a person appointed under a provision of the AMLO;
 - (ii) a person performing a function under, or carrying into effect, a provision of the AMLO; or
 - (iii) a person assisting another person in the performance of a function under, or carrying into effect, a provision of the AMLO.

TAKE NOTICE THAT IF YOU CONTRAVENE SECTION 378(1) OF THE SFO YOU COMMIT AN OFFENCE UNDER SECTION 378(10) OF THE SFO AND IF YOU CONTRAVENE SECTION 76B(2) OF THE AMLO YOU COMMIT AN OFFENCE UNDER SECTION 76B(3) OF THE AMLO. ANY PERSON WHO COMMITS AN OFFENCE UNDER SECTION 378(10) OF THE SFO OR SECTION 76B(3) OF THE AMLO IS LIABLE:

- (a) on conviction on indictment to a fine of HK\$1,000,000 and to imprisonment for two years; or
- (b) on summary conviction to a fine of HK\$100,000 and to imprisonment for six months.

II. Conflict of Interests

Section 379 of the SFO binds you and in particular subsections (1), (2) and (3) of that section provide as follows:

- (1) Subject to subsection (2), any member of the Commission or any person performing any function under any of the relevant provisions shall not directly or indirectly effect or cause to be effected, on his own account or for the benefit of any other person, a transaction regarding any securities, structured product, futures contract, leveraged

foreign exchange contract, or an interest in any securities, structured product, futures contract, leveraged foreign exchange contract or collective investment scheme—

- (a) which transaction he knows is or is connected with a transaction or a person that is the subject of any investigation or proceedings by the Commission under any of the relevant provisions or the subject of other proceedings under any provision of the SFO; or
 - (b) which transaction he knows is otherwise being considered by the Commission.
- (2) Subsection (1) does not apply to any transaction which a holder of securities or a structured product effects or causes to be effected by reference to any of his rights as such holder—
- (a) to exchange the securities or structured product or to convert the securities or structured product to another form of securities or structured product;
 - (b) to participate in a scheme of arrangement sanctioned by the Court of First Instance under the OFC rules, the Companies Ordinance (Cap. 622) or the relevant Ordinance;
 - (c) to subscribe for other securities or another structured product or dispose of a right to subscribe for other securities or another structured product;
 - (d) to charge or pledge the securities or structured product to secure the repayment of money;
 - (e) to realize the securities or structured product for the purpose of repaying money secured under paragraph (d); or
 - (f) to realize the securities or structured product in the course of performing a duty imposed by law.
- (3) Any member of the Commission or any person performing any function under any of the relevant provisions shall forthwith inform the Commission if, in the course of performing any function under any such provisions, he is required to consider any matter relating to—
- (a) any securities, futures contract, leveraged foreign exchange contract, structured product, or an interest in any securities, futures contract, leveraged foreign exchange contract, collective investment scheme or structured product -
 - (i) in which he has an interest;
 - (ii) in which a corporation, in the shares of which he has an interest, has an interest; or
 - (iii) which—
 - (A) in the case of securities, is of or issued by the same issuer, and of the same class, as those in which he has an interest;
 - (B) in the case of a futures contract, is interests, rights or property based upon securities of or issued by the same issuer, and of the same class, as those in which he has an interest; or
 - (C) in the case of a structured product, is interests, rights or property based on a structured product of or issued by the same issuer, and of the same class, as that in which he has an interest; or
 - (b) a person—
 - (i) by whom he is or was employed;
 - (ii) of whom he is or was a client;
 - (iii) who is or was his associate; or
 - (iv) whom he knows is or was a client of a person with whom he is or was employed or who is or was his associate.

Please refer to Part I for the meaning of the term “relevant provisions”.

Section 53ZTW of the AMLO binds you and in particular subsections (1), (2) and (3) of that section provide as follows:

- (1) Any member of the Commission or any person performing any function under the AMLO (the member or person called in this section a ***specified person***) must not directly or indirectly effect or cause to be effected, on the specified person's own account or for the benefit of any other person, a transaction regarding any virtual assets—
 - (a) which transaction the specified person knows is, or is connected with a transaction or a person that is, the subject of any investigation or proceedings by the Commission under the AMLO; or
 - (b) which transaction the specified person knows is otherwise being considered by the Commission.
- (2) Subsection (1) does not apply to any transaction that a holder of virtual assets effects or causes to be effected by reference to any of their rights as such holder—
 - (a) to participate in a scheme of arrangement sanctioned by the Court of First Instance under the Companies Ordinance (Cap. 622);
 - (b) to charge or pledge the virtual assets to secure the repayment of money;
 - (c) to realize the virtual assets for the purpose of repaying money secured under paragraph (b); or
 - (d) to realize the virtual assets in the course of performing a duty imposed by law.
- (3) A specified person must inform the Commission if, in the course of performing any function under Part 5B of the AMLO, the specified person is required to consider any matter relating to—
 - (a) any virtual assets—
 - (i) in which the specified person has an interest;
 - (ii) in which a corporation, in the shares of which the specified person has an interest, has an interest; or
 - (iii) that are of or issued by the same issuer as those in which the specified person has an interest; or
 - (b) a person—
 - (i) by whom the specified person is or was employed;
 - (ii) of whom the specified person is or was a client;
 - (iii) who is or was the specified person's associate; or
 - (iv) whom the specified person knows is or was a client of a person—
 - (A) with whom the specified person is or was employed; or
 - (B) who is or was the specified person's associate.

TAKE NOTICE THAT IF YOU, WITHOUT REASONABLE EXCUSE, CONTRAVENE SECTION 379(1) AND/OR SECTION 379(3) OF THE SFO, YOU COMMIT AN OFFENCE UNDER SECTION 379(4) OF THE SFO AND IF YOU, WITHOUT REASONABLE EXCUSE, CONTRAVENE SECTION 53ZTW(1) AND/OR SECTION 53ZTW(3) OF THE AMLO, YOU COMMIT AN OFFENCE UNDER SECTION 53ZTW(4) OF THE AMLO. ANY PERSON WHO COMMITS AN OFFENCE UNDER SECTION 379(4) OF THE SFO OR SECTION 53ZTW(4) OF THE AMLO IS LIABLE:

- (a) on conviction on indictment to a fine of HK\$1,000,000 and to imprisonment for two years; or
- (b) on summary conviction to a fine of HK\$100,000 and to imprisonment for six months.

In the Specified Provisions, the term “person” has the meaning attributed to it in section 3 of the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong) which provides that “person” includes any public body and any body of persons, corporate or unincorporate, and this definition shall apply notwithstanding that the word “person” occurs in a provision creating or relating to an offence or for the recovery of any fine or compensation.

- (I) I/We acknowledge that I/we have received and read carefully a copy of the Specified Provisions, and understand that these sections (in particular, sections 378(1) and 379(1), (2) and (3) of the SFO and sections 53ZTW(1), (2) and (3) and 76B(1) and (2) of the AMLO) impose statutory obligations on me/us. I/We further confirm that I/we understand and agree to be bound by the Specified Provisions.
- (II) (1) I/We understand, acknowledge and agree that the Commission may terminate the engagement of me/us immediately if, in the Commission’s opinion:
- (a) I/We or (where applicable) any of our personnel (including any officer, employee, agent or consultant) is engaging in, has engaged in or is about to engage in acts or activities:
- (i) that constitute or are likely to constitute or cause the occurrence of an offence in Hong Kong (including any offence endangering national security);
- (ii) which would be contrary to the interest of national security or would bring Hong Kong, its Government or the Commission into disrepute; or
- (b) the continued engagement of me/us or (where applicable) any of our personnel or the continued performance of the service is contrary to the interest of national security.
- (2) In the event that the engagement of me/us is terminated in accordance with subparagraph (1) above, the Commission will not be liable to pay me/us any amount of money under the engagement.

Signature

Name / Entity name (as applicable)

Name of authorized signatory (in the case of an entity)

Title of authorized signatory (in the case of an entity)

Date

Witnessed by:

Signature

Name

Title

Date