

**Certain sensitive information contained in this document has been redacted. The remaining information is considered as adequate by the Company and its directors for the purpose of disclosing the nature and significance of this document, and for the Company to fulfil its relevant disclosure obligations under the Codes on Takeovers and Mergers and Share Buy-backs.**

**STRICTLY CONFIDENTIAL**

## **COOPERATION AGREEMENT**

This Cooperation Agreement ("**Agreement**") is made under the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") on the *15<sup>th</sup>* day of *April* 2024 BETWEEN:

- A. **Competition Commission** ("**Commission**"), an independent statutory body established under the Competition Ordinance (Cap. 619) ("**Ordinance**"); and
- B. **Multisoft Limited**, a company incorporated in Hong Kong (Company Number 1096137) with its registered office situated at 6<sup>th</sup> Floor, Kwok Kee Group Centre, 107 How Ming Street, Kwun Tong, Kowloon, Hong Kong ("**ML**");

and

**MTT Group Holdings Limited**, a company incorporated under the laws of the Cayman Islands with its registered office situated at 4<sup>th</sup> Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman, KY1-1002; and a registered non-Hong Kong company under Part 16 of the Companies Ordinance (Cap. 622) (Company Number F28482) with its principal place of business in Hong Kong at 8<sup>th</sup> Floor, Kwok Kee Group Centre, 107 How Ming Street, Kwun Tong, Kowloon, Hong Kong ("**MTT**").

In this Agreement, ML and MTT are together referred to as the "**Cooperating Parties**".

### **RECITALS**

- (1) This Agreement is made in connection with the Commission's investigation that (i) the Cooperating Parties, (ii) BP Enterprise Company Limited and Noble Nursing Home Company Limited, (iii) "Yat Ying", i.e., AU YEUNG Kit Yee trading as Yat Ying Hong, and (iv) KWEK Studio Limited had made and given effect to an overall agreement and/or engaged in an overall concerted practice, which involved price fixing, customer allocation, bid rigging, and/or information sharing in relation to certain quotations for the provision of IT services/products under the Distance Business Programme during the period between early May 2020 and 2 September 2021 ("**Cartel**").
- (2) On 22 March 2023, the Commission commenced enforcement proceedings in the Competition Tribunal ("**Tribunal**") in respect of the Cartel ("**CTEA 1/2023 Proceedings**").
- (3) The Cooperating Parties are respondents in the CTEA 1/2023 Proceedings, and have indicated to the Commission their willingness to cooperate in those proceedings, including

disposing of the CTEA 1/2023 Proceedings by consent.

- (4) The Commission considers the Cooperating Parties as of the date of this Agreement meet the conditions to enter into a cooperation agreement as provided for in the Cooperation Policy.

NOW IT IS AGREED as follows:

**1. Interpretation**

1.1 For the purposes of this Agreement, the terms used have the same meaning as in the Ordinance and in addition:

- (a) **“Additional Individuals”** means individuals who are agents or former officers, directors, employees and/or partners of the Cooperating Parties, and are identified in Annex 1 to this Agreement as may be amended pursuant to clauses 5.1 or 5.2. Such individuals may be identified either by name or by virtue of falling within a category of individuals provided therein.
- (b) **“Cooperation Agreement Process”** means the process from the point at which the Cooperating Parties indicated their willingness to cooperate with the Commission under the Cooperation Policy until the date of this Agreement.
- (c) **“Cooperation Discount Percentage”** means 18%.
- (d) **“Confidential Cooperation Information”** means any information relating to the Cooperation Agreement Process or provided pursuant to this Agreement (or both), including, without limitation this Agreement, the fact that the Cooperating Parties have sought to enter into this Agreement and, for avoidance of doubt, includes:
  - i. any confidential information provided to the Commission by the Cooperating Parties or the Protected Individuals (as defined in subsection (l)) for the purposes of entering into this Agreement;
  - ii. the Statement of Agreed Facts prior to its filing with the Tribunal in the CTEA 1/2023 Proceedings; and
  - iii. any confidential information obtained by the Cooperating Parties or the Protected Individuals as a result of the Cooperation Agreement Process or

under this Agreement.

- (e) **“Court”** means the Tribunal, and other courts of Hong Kong.
- (f) **“Excluded Individuals”** means individuals who are agents or current officers, directors, employees or partners of the Cooperating Parties, and are identified in Annex 2 to this Agreement as may be amended pursuant to clauses 5.1 or 5.2.
- (g) **“Investigation”** means the Commission’s initial assessment and investigation into the Cartel or any related conduct, including any investigation regarding persons involved in the Cartel, whether or not the Commission has exercised its powers in sections 41, 42 and 48 of the Ordinance.
- (h) **“IT Systems”** includes but is not limited to, servers, personal computers, desktop and laptop computers, mobile telephones, smartphones, tablets, digital media, electronic messaging services, electronic data storage services, and other similar networking or personal devices capable of processing and storing data.
- (i) **“Joint Application”** means a joint application to the Tribunal, pursuant to Rule 39 of Competition Tribunal Rules (Cap. 619D), for the making of an order by consent on the agreed terms set out in clause 4.1(e)(ii) and Annex 4.
- (j) **“Parties”** means the Commission and the Cooperating Parties.
- (k) **“Proceedings”** means any Court proceedings relating to the Cartel (including the CTEA 1/2023 Proceedings), excluding proceedings in respect of the criminal offences provided for in sections 52, 53, 54, 55, 172, 173 and 174 of the Ordinance.
- (l) **“Protected Individuals”** means:
  - i. any current officers, directors, employees or partners of the Cooperating Parties who are not Excluded Individuals; and
  - ii. the Additional Individuals.
- (m) **“Statement of Agreed Facts”** means the statement of agreed facts by the Cooperating Parties and the Commission in the form that is in accordance with paragraph 72 of the Competition Tribunal Practice Direction No. 1 in respect of the Cartel as set out in Annex 3.

## **2. Obligations of the Commission**

2.1 In return for the Cooperating Parties having satisfied and continuing to satisfy each of the conditions set out in this Agreement, the Commission agrees:

- (a) to stay the portion of the CTEA 1/2023 Proceedings against MTT upon terms set out in paragraph B in Annex 4 which mirrors the schedule to the draft consent order to be submitted in the Joint Application;
- (b) not to pursue against the Protected Individuals in the Proceedings;
- (c) in the CTEA 1/2023 Proceedings involving an application under section 92 of the Ordinance for the imposition of a pecuniary penalty on ML,
  - i. to recommend to the Tribunal that the amount of the pecuniary penalty be reduced by the Cooperation Discount Percentage; and
  - ii. not to recommend a pecuniary penalty which, after application of the Cooperation Discount Percentage, exceeds the maximum recommended amount indicated in Annex 4.

## **3. Representation and warranties of the Cooperating Parties**

3.1 The Cooperating Parties expressly represent and warrant the following, and acknowledge that the Commission has relied on these representations and warranties in entering into this Agreement:

- (a) they have not disclosed to any third party (including the Additional Individuals) the Confidential Cooperation Information unless:
  - i. the disclosure was made to its legal advisor for the purposes of obtaining or receiving advice on the Cooperation Agreement Process or the terms of this Agreement;
  - ii. the Commission provided its express written consent to the disclosure; or
  - iii. the disclosure was required by law and the conditions provided for in clause 4.2 are met;

- (b) as of 19 April 2021, they have refrained from further participation in the Cartel and shall continue to do so;
- (c) the information provided to the Commission prior to entering into this Agreement as part of the Cooperation Agreement Process was and remains complete and is not false nor misleading in any material particular. This includes, but is not limited to, the content of the Statement of Agreed Facts;
- (d) that any opinion provided to the Commission with respect to the Cartel was and remains honestly held;
- (e) they have sufficient and adequate financial resources and will make the necessary provisions to ensure ML's full and prompt payment of its pecuniary penalty, the Commission's investigation costs and costs of the CTEA 1/2023 Proceedings to be determined by the Tribunal on the basis of a joint recommendation which shall reflect the terms set out in clause 2.1(c) above.

#### **4. Obligations of the Cooperating Parties**

4.1 As a condition of this Agreement, at their own cost, each of the Cooperating Parties:

- (a) will continue to maintain full and truthful cooperation with the Commission throughout the Investigation and any ensuing Proceedings. Save as otherwise agreed with the Commission, the Cooperating Parties shall continue to:
  - i. make Protected Individuals available at the Commission's request and procure their full and truthful cooperation with the Commission in its Investigation and any ensuing Proceedings; and
  - ii. use best endeavours to make current or former officers, directors, employees or partners of the Cooperating Parties, who are not Protected Individuals available at the Commission's request to provide any information reasonably requested and procure their full and truthful cooperation with the Commission in its Investigation and any ensuing Proceedings;

and, in respect of all such individuals, the Cooperating Parties shall continue to use its best endeavours to ensure their cooperation is complete and truthful. For

avoidance of doubt, this includes the giving of full and truthful information to the Commission during any Commission interviews and full and truthful evidence in Court if so required;

(b) will continue to make full and truthful disclosure to the Commission throughout the Investigation and any ensuing Proceedings relating to the Cartel, including but not limited to:

i. where they have not already done so, providing the Commission promptly with all non-privileged information known or available to them or under their power, custody, or control in respect of the Cartel including all records, wherever located, relating to the Cartel as well as identifying other sources of evidence in any form;

ii. preserving all relevant non-privileged information and assisting the Commission to retrieve all such information. For avoidance of doubt, this includes making the IT Systems and equipment under control of the Cooperating Parties and/or accessible from their premises available for analysis by such means and in such a manner as determined by the Commission to be most appropriate for the purposes of its Investigation;

iii. ensuring that any potentially relevant IT Systems or equipment are not removed, destroyed, tampered with or modified, and that relevant data accessible on or through the relevant IT Systems are not removed, destroyed, tampered with or modified prior to, during or following any analysis by the Commission;

iv. not knowingly or negligently misrepresenting or concealing any material facts to the Commission; and

v. immediately notifying the Commission forthwith of any change in circumstances that may affect the accuracy of the information or any opinion already provided to the Commission;

(c) will continue to ensure that they and the Protected Individuals keep confidential the Confidential Cooperation Information unless:

i. the Cooperating Parties have the Commission's express written consent to release the Confidential Cooperation Information; or

- ii. the release of the Confidential Cooperation Information is required by law and the conditions provided in clause 4.2 are met;
- (d) will agree to continue with, or adopt and implement, at their own costs, a corporate compliance programme as set out in Annex 5 to the reasonable satisfaction of the Commission;
- (e) will:
  - i. to the satisfaction of the Commission, agree to and sign the Statement of Agreed Facts;
  - ii. together with the Commission make a Joint Application, the consent order of which shall comprise:
    - a. a declaration under section 94(1) of, and section 1(a) of Schedule 3 to, the Ordinance, that ML has contravened the First Conduct Rule by participating in the Cartel;
    - b. an order under section 93(1) of the Ordinance imposing a pecuniary penalty on ML, in a sum to be assessed by the Tribunal on the basis of a joint recommendation by the undertaking with the Commission which shall reflect the terms agreed by the Commission in clause 2.1(c) above;
    - c. an order under section 94(1) of, and section 1(c) of Schedule 3 to, the Ordinance requiring ML to adopt and to implement an effective competition compliance programme, the contents of which are reflected in Annex 5;
    - d. an order under section 96(1) of the Ordinance requiring ML to pay to the Government the Commission's costs of Investigation as far as they relate to ML, it being agreed that these costs amount to HK\$155,000;
    - e. an order requiring ML to pay its share of the Commission's costs of and incidental to the CTEA 1/2023 Proceedings as against ML and MTT including the Joint Application, to be taxed if not agreed;

- f. the portion of the CTEA 1/2023 Proceedings against MTT be stayed upon terms set out in paragraph B in Annex 4;
  - g. any further terms provided in Annex 4; and
  - iii. take any other step reasonably requested by the Commission in respect of the Joint Application.
- (f) will not make, in the context of the Joint Application, any submissions to the Tribunal (whether in the form of evidence, skeleton submissions, correspondence, oral submissions or any other form) which undermine the basis for the agreed terms of the Joint Application, including the Commission’s methodology for the calculation of any pecuniary penalty sought against ML.

4.2 Where the Cooperating Parties consider that the release of Confidential Cooperation Information is required by law, they shall:

- (a) promptly notify the Commission of the content and form of the proposed disclosure, and why the Cooperating Parties consider it is required by law to make the proposed disclosure; and
- (b) use their best endeavours to provide the Commission with sufficient time to:
  - i. consider whether the proposed disclosure, including the content and form of the proposed disclosure, is in the Commission’s view required by law; and
  - ii. comment on or challenge the proposed disclosure before a court or otherwise.

## 5. Amending the composition of Protected Individuals

5.1 The Commission may at its discretion amend:

- (a) Annex 1 by adding individuals or categories of individuals so that they fall within the definition of Additional Individuals; and
- (b) Annex 2 by removing individuals so that they will no longer fall within the definition of Excluded Individuals.



5.2 The Commission may, subject to fulfilling the requirements provided for in clause 5.3, amend:

- (a) Annex 1 by removing individuals so that they will no longer fall within the definition of Additional Individuals; and
- (b) Annex 2 by adding individuals so that they fall within the definition of Excluded Individuals.

5.3 For the purpose of clause 5.2 the requirements are:

- (a) The Commission has reasonable grounds to suspect that the individual to be removed or added, as the case may be, has:
  - i. failed to provide complete and truthful cooperation, including but not limited to providing any information reasonably requested by the Commission;
  - ii. failed to make themselves available to the Commission, including but not limited to attending any Commission interview or providing evidence in Court;
  - iii. knowingly or negligently misrepresented or concealed any material facts to the Commission including before the Agreement was entered into; or
  - iv. obstructed or attempted to obstruct the Investigation or Proceedings.
- (b) The Commission has given notice in writing to the individual and the Cooperating Parties stating:
  - i. its intention to amend Annex 1 or Annex 2 so that the individual will no longer fall within the definition of Protected Individual and therefore lose the benefit from the protection provided for in clause 2.1 of this Agreement;
  - ii. the reasons for making such amendment; and

iii. that the Cooperating Parties and the relevant individual have a specified period, which will be not less than 30 days beginning after the day on which notice is given, during which representation may be made to the Commission as to why such amendment should not be made.

(c) The Commission has considered any representations made to it pursuant to clause 5.3 (b)(iii) and continues to consider that the requirement in clause 5.3 (a) is met.

## **6. Termination**

6.1 The Commission may terminate this Agreement at any time if one or more of the following grounds for termination are present:

- (a) The Cooperating Parties agree to the termination;
- (b) The Commission has reasonable grounds to suspect that the information on which it based its decision to make the Agreement, including without limitation any information contained in the Statement of Agreed Facts, was incomplete, false or misleading in a material particular;
- (c) The Cooperating Parties or any Protected Individual has/have been convicted of an offence under Part 3 of the Ordinance; and/or
- (d) The Commission is satisfied that any of the Cooperating Parties or Protected Individuals has failed to comply with the terms of the Agreement,

(“**Grounds for Termination**”).

6.2 Where the Commission suspects that one or more of the Grounds for Termination are present the Commission will:

- (a) inform the Cooperating Parties that it suspects a Ground for Termination to have been met and the basis for its suspicion;
- (b) provide a reasonable period of time for the Cooperating Parties to address its concern; and
- (c) confirm after the expiry of such period of time whether its concerns have been addressed.

6.3 When the Commission's concerns remain unaddressed pursuant to the process in clause 6.2, the Commission may terminate this Agreement by giving notice in writing to the other party to the agreement and to any other person who appears to the Commission to be likely to benefit from the agreement, stating:

(a) the date of the termination; and

(b) the reasons for the termination.

6.4 A notice under clause 6.3 must specify the period within which representations may be made to the Commission about the proposed termination.

6.5 The period specified for the purposes of clause 6.4 must be a period of at least 30 days beginning after the day on which the notice is given.

6.6 Before terminating this Agreement, the Commission must consider any representations about the proposed termination that are made to it.

6.7 If this Agreement is terminated, the Commission may at its discretion:

(a) restore the stayed portion of the CTEA 1/2023 Proceedings against MTT;

(b) not to apply the Cooperation Discount Percentage to any pecuniary penalty it recommends to the Tribunal in the CTEA 1/2023 Proceedings against ML. For the avoidance of doubt, the Commission is in no way bound by the indication of the pecuniary penalty it would recommend or the basis on which any pecuniary penalty recommendations will be made; and

(c) pursue against the Protected Individuals including, without limitation, seeking a pecuniary penalty under section 93 of the Ordinance and/or an order for director disqualification under section 101 of the Ordinance.

## **7. Use of information and documents**

7.1 The Commission may use any information or documents provided by the Cooperating Parties under this Agreement for the purpose of any investigation and proceedings under the Ordinance, including the CTEA 1/2023 Proceedings against the Cooperating Parties and

Protected Individuals.

- 7.2 All Confidential Cooperation Information provided to the Commission by the Cooperating Parties or the Protected Individuals, may, notwithstanding the termination of the Agreement under clause 6 of the Agreement, be used by the Commission to facilitate the performance of its functions insofar as is permitted by law.
- 7.3 The Commission may, in appropriate cases, and where permitted by law, request the Cooperating Parties to authorise the Commission to exchange confidential information with authorities with competition law enforcement functions in other jurisdictions.
- 7.4 If any third party seeks to compel disclosure by the Commission of Confidential Cooperation Information or the Commission's records developed during the Cooperation Agreement Process or the entering into of this Agreement, the Commission will, to the extent reasonably possible, give the Cooperating Parties prompt notice and shall, in any event, use its best endeavours to resist disclosure unless the Cooperating Parties consent to such disclosure or the Commission is compelled to do so by an order of a Court, by law or any requirement made by or under a law.

**8. Continuing obligations**

- 8.1 The obligations in this Agreement are on-going and continue until:
- (a) the Commission issues a final letter to the Cooperating Parties in accordance with paragraph 2.12 of the Cooperation Policy; or
  - (b) this Agreement is terminated.

**9. Communications**

- 9.1 Any written notice or communication pursuant to this Agreement shall be delivered by registered mail or by e-mail as follows:

**If to the Commission, to:**

For the attention of Tinny Wong  
Competition Commission  
19/F, South Island Place,  
8 Wong Chuk Hang Road,

Wong Chuk Hang, HONG KONG

E-mail: TinnyWong@compcomm.hk

**If to the Cooperating Parties to:**

For the attention of Tim Chan / Barbie Lee  
Multisoft Limited  
6/F, Kwok Kee Group Centre,  
107 How Ming Street, Kwun Tong,  
Kowloon, Hong Kong

Email: timchan@multisoft.com.hk  
ea@mttgholdings.com

or to such other person or address as the Parties may agree.

**10. Miscellaneous**

- 10.1 Authority and Capacity: The Parties represent and warrant to each other that the signatories to this Agreement have all the authority and capacity necessary to bind them to it.
- 10.2 Entire Agreement: This Agreement is the entire agreement between the Commission and the Cooperating Party and supersedes all prior representations, writings, negotiations or understandings, whether oral or written, between the Commission and the Cooperating Party relating to the Cartel.
- 10.3 Non-Waiver: The failure of the Commission to enforce any provision of this Agreement at any time shall not act as a waiver of the Commission's right to enforce that provision in respect of the particular act or omission or any other act or omission.
- 10.4 Applicable Law: This Agreement is governed by, and shall be construed in accordance with, the laws of Hong Kong. The Parties agree that the Court has jurisdiction to determine any proceedings arising out of or in connection with this Agreement and the matters to which it relates, including any Proceedings brought by the Commission.
- 10.5 Execution in Counterparts: This Agreement may be executed in counterparts.

**AGREED by the Parties through their authorised signatories:**

SIGNED for and on behalf of **Multisoft Limited**



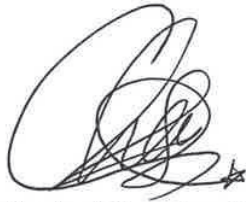
Date: 11 April 2024

Name: Mr Chan Tim Cheung

Position:

[Director/~~Duly Authorised Signatory~~ (Officer of Multisoft Limited)]

SIGNED for and on behalf of **MTT Group Holdings Limited**



Date:

11 April 2024

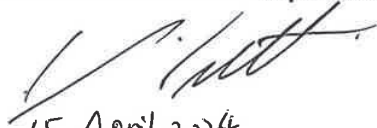
Name:

Dr Ip Ka Wai Charlie

Position:

[Director/~~Duly Authorised Signatory~~ (Officer of MTT Group Holdings Limited)]

SIGNED for and on behalf of the **Competition Commission**



Date:

15 April 2024

Name:

Mr Rasul Butt

Position:

Chief Executive Officer

Annex 1 – Additional Individuals

Annex 2 – Excluded Individuals

Annex 3 – Agreed Factual Summary

Annex 4 – Further Terms

Annex 5 – Competition Compliance Programme

**Annex 1 - Additional Individuals**

**Annex 2 – Excluded Individuals**



**Annex 3 – Statement of Agreed Facts relating to the Cartel**

**IN THE COMPETITION TRIBUNAL OF THE  
HONG KONG SPECIAL ADMINISTRATIVE REGION  
COMPETITION TRIBUNAL ENFORCEMENT ACTION  
No. 1 of 2023**

BETWEEN

COMPETITION COMMISSION

Applicant

and

MULTISOFT LIMITED

1<sup>st</sup> Respondent

MTT GROUP HOLDINGS LIMITED

2<sup>nd</sup> Respondent

BP ENTERPRISE COMPANY LIMITED

3<sup>rd</sup> Respondent

NOBLE NURSING HOME COMPANY LIMITED

4<sup>th</sup> Respondent

KWEK STUDIO LIMITED

5<sup>th</sup> Respondent

AU YEUNG KIT YEE

6<sup>th</sup> Respondent

(trading as YAT YING HONG and in her personal capacity)

FAN SING CHI

7<sup>th</sup> Respondent

TANG WAI CHUN

8<sup>th</sup> Respondent

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**STATEMENT OF AGREED FACTS BETWEEN THE  
COMPETITION COMMISSION (“COMMISSION”) AND THE 1<sup>ST</sup> AND 2<sup>ND</sup> RESPONDENTS**

*(Prepared pursuant to Rule 39 of the Competition Tribunal Rules, Cap. 619D (“CTR”) and  
Paragraph 72 of the Competition Tribunal Practice Direction 1 (“CTPD1”))*

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## PART A - INTRODUCTION

1. On 22 March 2023, the Commission issued proceedings pursuant to sections 92(1), 94(1), 96(1) and 101(1) of the Competition Ordinance, Cap. 619 ("**Ordinance**") before the Competition Tribunal ("**Tribunal**") against, amongst others, Multisoft Limited ("**ML**") and MTT Group Holdings Limited ("**MTT**"), being the 1<sup>st</sup> and 2<sup>nd</sup> Respondents in these proceedings respectively.
2. The Commission sought, as against each of ML and MTT:
  - (1) a declaration pursuant to section 94(1) of, and section 1(a) of Schedule 3 to, the Ordinance that each of ML and MTT has contravened the First Conduct Rule ("**FCR**") under section 6 of the Ordinance;
  - (2) an order under section 93(1) of the Ordinance that each of ML and MTT shall jointly and severally pay to the Government a pecuniary penalty in such amount as the Tribunal considers appropriate;
  - (3) an order pursuant to section 94(1) of, and/or section 1(c) of Schedule 3 to, the Ordinance requiring each of ML and MTT to adopt and to implement, to the reasonable satisfaction of the Commission, an effective competition compliance programme in such time period and manner as the Tribunal shall determine;
  - (4) an order under section 96(1) of the Ordinance that each of ML and MTT shall jointly and severally pay to the Government an amount equal to the reasonably incurred costs of and incidental to the Commission's investigation into its conduct or affairs, to be assessed;
  - (5) an order that each of ML and MTT shall jointly and severally pay the Commission's costs of and incidental to the application in these proceedings; and
  - (6) such further or other relief as the Tribunal considers appropriate.
3. Subject to the approval of the Tribunal, the Commission and each of ML and MTT agree to (1) enter judgment on liability and consequential orders in favour of the Commission against ML alone, and (2) stay the portion of the proceedings against MTT upon terms set out in the schedule to the draft consent order, by way of the summary procedure as provided for in Rule 39 of the CTR and §72 of the CTPD1. The procedure as envisaged by the parties is that sanctioned by the High Court of England and Wales in the case of **Re Carecraft Construction Co Ltd** [1994] 1 WLR 172 and clarified by the Court of Appeal of England and Wales in **Secretary of State for Trade and Industry v Rogers** [1996] 1 WLR 1569, and as adopted in Hong Kong for proceedings under section 214 of the Securities and Futures Ordinance (Cap. 571) and section 168H of the former Companies Ordinance (Cap. 32). Further, the procedure was

endorsed by the Honourable Mr Justice Jonathan Harris in the case of Competition Commission v Kam Kwong Engineering Co Ltd [2020] 4 HKLRD 61 as a “readymade blueprint for disposing of proceedings under the Ordinance” (at §17) and by the Honourable Madam Justice Linda Chan in her judgment handed down on 3 November 2020 (Competition Commission v. Quantr Limited and Others [2020] HKCT 10). Additionally, the same procedure was adopted by the Honourable Mr Justice Godfrey Lam (as he then was) in his judgment handed down on 16 December 2020 in relation to the penalty proceedings in Competition Commission v. Nutanix Hong Kong Limited and Others [2020] HKCT 11.

4. This Statement of Agreed Facts (“**Statement**”) is submitted pursuant to Rule 39 of the CTR and §72 of the CTPD1. The Tribunal is asked to make the orders sought in the draft consent order on the basis of the facts set out in this Statement.
5. For the purpose of resolving these proceedings summarily, by reference to the facts as set out in Part B below, the Commission contends and each of ML and MTT admits that between early May 2020 until at least 19 April 2021, ML has contravened the FCR by having made and given effect to an agreement and engaged in a concerted practice involving price fixing, customer allocation, bid-rigging and the exchange of competitively sensitive information with three other undertakings<sup>1</sup>, namely (1) BP/Noble (consisting of BP Enterprise Company Limited (“**BP**”) and Noble Nursing Home Company Limited (“**Noble**”), being the 3<sup>rd</sup> and 4<sup>th</sup> Respondents in these proceedings respectively); (2) KWEK Studio Limited (“**KWEK**”), being the 5<sup>th</sup> Respondent in these proceedings; and (3) Au Yeung Kit Yee, also known as Agnes Au Yeung (“**Agnes Au Yeung**”) (trading as Yat Ying Hong (“**Yat Ying**”)), being the 6<sup>th</sup> Respondent in these proceedings, in relation to the supply of quotations for the provision of IT services under the Distance Business Programme (“**D-Biz**”) (“**Subject Arrangement**”). The Subject Arrangement contravened section 6 of the Ordinance, as more particularly described in paragraphs 26 to 34 below (“**Contravention**”).
6. The facts as set out in this Statement are agreed by the Commission and each of ML and MTT. This Statement is filed before the Tribunal to support the joint application by the Commission and ML and MTT for the orders sought in the draft consent order submitted as part of the application to be made under Rule 39 of the CTR (“**Joint Application**”).
7. If the Tribunal for whatever reason is of the view that these proceedings shall not be dealt with by way of the Joint Application, no admission or concession by either the Commission or ML or MTT regarding

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<sup>1</sup> “Undertaking” is defined in section 2(1) of the Ordinance to mean any entity, regardless of its legal status or the way in which it is financed, engaged in economic activity, and includes a natural person engaged in economic activity.

liability to a pecuniary penalty (save and except the matters set out in paragraphs 36 to 37 below) shall be referred to or relied upon by either the Commission or ML or MTT at any adjourned or subsequent hearing or in any other proceedings without the prior written consent of both the Commission and each of ML and MTT.

8. The Commission and each of ML and MTT accept and acknowledge that none of the admissions made by ML or MTT in this Statement shall be binding on any other Respondents in these proceedings.
9. The Commission reserves the right to refer to this Statement for all purposes connected with or ancillary to these proceedings.

## **PART B – UNDISPUTED FACTS RELEVANT TO LIABILITY**

### **B1. ML and the relevant employees**

10. ML is and was at all material times a limited liability company incorporated under the laws of Hong Kong. Its current sole shareholder is Multisoft Holding Limited, which is a company incorporated in the British Virgin Islands. Multisoft Holding Limited is 100% owned by MTT.
11. ML was at all relevant times, and is, engaged in economic activity, namely the business of providing IT enterprise solutions, specialising in systems, networking, security and cloud services. ML participated in D-Biz as an IT service provider. From 17 December 2013 to 1 February 2021, the late WU Wai Hung, also known as Vincent Wu ("**Vincent Wu**"), was a director of ML. His last position, and his position at all material times, was sales director, responsible for the divisions consisting of sales, marketing and business development. He passed away in early 2021. In January 2021, Vincent Wu's position as sales director for ML was taken up by another director of ML who had previously been, and was at all material times, the designated person responsible for signing NCCs for ML under the D-Biz scheme.
12. The employees reporting to Vincent Wu at all material times included one who had joined ML, on 16 January 2018, as a product executive ("**the Relevant ML Employee**"). On 1 April 2019, the Relevant ML Employee was promoted to product manager in ML's business development team. That remained his position at all material times. In that role, his duties included product planning, benchmarking and feasibility studies, product definition, product development, project management and ensure customer satisfaction. His employment contract for that position also required him to perform "*any other functions as may be assigned by the management from time to time*". In October 2021, he was dismissed by ML, after the Commission conducted searches of ML's premises as part of its investigation of the Contravention.

13. At the material times, ML actively sought business opportunities under D-Biz and was enrolled to D-Biz's IT Service Providers Reference List ("**Reference List**") for 5 out of the 12 designated categories of IT solutions mentioned in paragraph 16 below. However, businesses applying for D-Biz funding were allowed to choose other IT service providers than those set out in the Reference List. In fact, none of the other parties involved in the Subject Arrangement, i.e. BP, Noble, KWEK and Yat Ying, were enrolled to the Reference List but they were still eligible to participate in D-Biz by providing quotations to D-Biz applicants, just as ML was.
14. Prior to the launch of the D-Biz scheme, Vincent Wu and the Relevant ML Employee were already acquainted with BP and Noble's joint director ("**BP/Noble Director**"), KWEK's shareholder and director Tang Wai Chun, also known as Koki Tang ("**Koki Tang**", being the 8<sup>th</sup> Respondent in these proceedings), Yat Ying's owner Agnes Au Yueng as well as her husband, Fan Sing Chi, also known as Joe Fan ("**Joe Fan**", being the 7<sup>th</sup> Respondent in these proceedings).

## **B2. The D-Biz scheme**

15. On 20 April 2020, the Innovation and Technology Commission ("**ITC**") launched the D-Biz funding scheme, using public funds from the Government's anti-epidemic fund to support local enterprises to adopt IT solutions to continue their businesses and services during the COVID-19 epidemic. The Hong Kong Productivity Council ("**HKPC**") was appointed as the secretariat of D-Biz and was responsible for conducting eligibility checking and preliminary screening on the applications. Once screened, eligible applications were submitted to the Distance Business Programme Vetting Committee ("**Committee**"), chaired by the Commissioner for Innovation and Technology, for consideration.
16. D-Biz covered twelve IT solution categories relating to distance business, namely:
  - (1) online business;
  - (2) online order taking and delivery, and smart self-service systems;
  - (3) online customer services and engagement;
  - (4) digital customer experience enhancement;
  - (5) digital payment/mobile point of sale;
  - (6) online/cloud-based financial management systems;
  - (7) online/cloud-based human resources management systems;
  - (8) remote document management, cloud storage and remote access services;
  - (9) virtual meeting and conference tools;
  - (10) virtual team management and communications;

- (11) cybersecurity solutions; and
  - (12) other online/custom-built/cloud-based business support systems.
17. D-Biz opened for applications between 18 May and 31 October 2020. At the initial stage of the scheme, each applicant was permitted to submit only one application adopting no more than three IT solutions within the designated twelve categories as set out above. On 16 August 2020, the ITC introduced enhancement measures pursuant to which each applicant was permitted to submit a second application from 31 August 2020 onwards for another three IT solutions which were different from the approved categories in any application which the applicant had made in the initial stage of the D-Biz scheme. Following these enhancement measures, each applicant was therefore permitted to submit two applications for six IT solutions in total. The funding ceiling for each IT solution was HK\$100,000 and the aggregate funding ceiling granted to each applicant was HK\$300,000.
18. For each application for funding, the applicant was required to obtain written price quotation(s) from IT service provider(s), which set out in detail the project duration, scope of work, deliverables, and breakdown of cost items such as the software expenses, hardware expenses and IT service charges. In addition, the applicant was required to obtain from each person submitting a quotation a signed 'probity and non-collusive quotation / tendering certificate' ("**NCC**") as part of their quotation submission. The NCC contains representations by the person submitting the quotation that: the quotation/bid was genuinely and independently prepared, with an intention to win and to implement the relevant project when awarded; and, in preparing the quotation/bid, no agreement, understanding or communication regarding competitively sensitive information such as price or bidding intention was made with another competing bidder.
19. The number of price quotations which an applicant needed to obtain was dependent on whether the application involved (i) a subscription-based IT solution or (ii) a system integrator/non-subscription-based IT solution. In the former case, the applicant was only required to obtain one quotation. Conversely, in the latter case, the applicant was required to obtain quotations from at least two IT service providers, otherwise full justifications had to be provided. As between the two quotations, unless otherwise justified by the applicant and agreed by the Government or the HKPC, it was stipulated that the service provider submitting the lowest conforming quotation was to be selected by the applicant to provide the relevant IT solution ("**Two-Quotation Requirement**"). The Subject Applications (as defined at paragraph 25 below) concerned in this case all initially sought funding for non-subscription-based IT solutions and were thus required to meet the Two-Quotation Requirement.
20. Each D-Biz application was done online through D-Biz's website. As part of the application process, applicants were required:

- (1) to submit supporting documents including copies of the quotations obtained for each of the IT solutions (both the quotation which had been selected and the quotation(s) which had not been selected) as well as the NCCs signed by each IT service provider which had provided a quotation; and
  - (2) to assign an authorised person to represent the applicant fully in respect of the application and act as the main contact point between the applicant and the HKPC; that authorized person had to be conversant with the operation and business processes of the applicant.
21. Applications that the HKPC assessed as being eligible were submitted to the Committee for approval. It was also possible for the level of funding to be adjusted with reference to the project cost such that the HKPC would only approve a reduced scope for the IT solution by comparison with the scope which had been applied for.
22. An initial payment of 30% of the approved funding amount was payable to a designated bank account of the applicant. The selected service provider could then start to implement the IT solution(s) for the applicant.
23. Within two months after the completion of the IT solution(s), the applicant was required to submit among other things, a final project report indicating a summary of project expenditures and project deliverables, and an audited statement of income and expenditure covering the whole project period from an independent auditor to the HKPC, if the total approved funding exceeded HK\$30,000.
24. Upon project completion and upon the HKPC's acceptance of the final project report together with supporting documents, the final payment (i.e., the remaining 70% of the approved funding amount) was then released to the applicant.
25. The Subject Arrangement concerns 189 applications under D-Biz ("**Subject Applications**"), details of which are provided in Annex A to this Statement. However, for the purpose of the Joint Application and as agreed among the Commission, ML and MTT, out of the Subject Applications, only 51 applications were affected by ML's involvement in the Subject Arrangement, i.e., the applications as enumerated as item nos. 1 to 51 in Annex A to this Statement.

**B3. ML's participation in the Subject Arrangement**

26. In early May 2020 (after the announcement of D-Biz on 20 April 2020 but before its commencement on



18 May 2020), Agnes Au Yeung and Joe Fan held a birthday gathering to celebrate Agnes Au Yeung's birthday. Vincent Wu and the BP/Noble Director were among those invited to attend the gathering.

27. During that gathering, Vincent Wu discussed with Agnes Au Yeung and the BP/Noble Director the fact that they were both interested in participating in D-Biz as IT service providers. Agnes Au Yeung and the BP/Noble Director told Vincent Wu that they both had potential customers, but each had found it difficult to obtain a second quotation from another IT service provider for the purpose of enabling their prospective customers to comply with the Two-Quotation Requirement. Vincent Wu said that he would help by using ML to issue second quotations as cover bids for the quotations to be submitted by Yat Ying or BP/Noble, in order to enable Agnes Au Yeung's and the BP/Noble Director's prospective customers to purportedly comply with the Two-Quotation Requirement when applying for funding under D-Biz.
28. At or shortly after that gathering, it was the consensus and/or common understanding of Vincent Wu, Agnes Au Yeung and the BP/Noble Director that Yat Ying and BP/Noble would determine their respective quotation prices for each of their prospective customers after seeing the prices of ML's quotations for the same customers.
29. Further, it was their consensus and/or common understanding that the two quotations submitted for each IT solution would be priced so that the lowest bid would be the one submitted by Yat Ying or BP/Noble, and Yat Ying or BP/Noble would therefore become the selected service provider for the relevant IT solution. In this way, the contract to provide IT services to each prospective customer (and the associated D-Biz funding) would be allocated to the firm operated by the individual who had originally found the customer in question, i.e., the customers found by Agnes Au Yeung would be allocated to Yat Ying; and the customers found by the BP/Noble Director would be allocated to either BP or Noble.
30. After the birthday gathering, Agnes Au Yeung and the BP/Noble Director each instructed Joe Fan to contact Vincent Wu on both Yat Ying's and BP/Noble's behalf to arrange for ML to provide quotations for use in D-Biz applications by Yat Ying's and BP/Noble's prospective customers in order purportedly to satisfy the Two-Quotation Requirement. Accordingly, shortly after the birthday gathering and before the commencement of D-Biz on 18 May 2020, Joe Fan called Vincent Wu to obtain ML's quotations. In the telephone conversation, Vincent Wu asked Joe Fan to contact the Relevant ML Employee directly to follow-up on this matter. Separately, Vincent Wu also instructed the Relevant ML Employee to issue ML's quotations to the customers which Joe Fan would identify.

31. In or around the period between 18 May 2020 and 1 June 2020, Yat Ying and BP/Noble (both through Joe Fan) and ML (through Vincent Wu and the Relevant ML Employee) further coordinated to effect the provision of 56 quotations from ML to prospective customers of Yat Ying or BP/Noble in support of their applications for D-Biz funding. Without being exhaustive:
- (1) In or around the period between 18 and 21 May 2020, Joe Fan communicated with the Relevant ML Employee and, separately, Vincent Wu, regarding the customers to which Yat Ying and BP/Noble were proposing to submit quotations to provide IT solutions under the D-Biz scheme.
  - (2) In or around the period between 20 and 22 May 2020, the Relevant ML Employee reported to Vincent Wu on Joe Fan's requests and sought Vincent Wu's instructions on how to respond.
  - (3) In or around the period between 22 and 25 May 2020, Vincent Wu instructed the Relevant ML Employee to notify Joe Fan that requests for a quotation ("RFQs") should come directly from customers so that they looked non-collusive. Joe Fan then created and sent 59 RFQs purportedly from prospective customers (using Gmail and Yahoo email accounts which Joe Fan had also created) to the Relevant ML Employee's work email address.
  - (4) In or around the morning of 26 May 2020, the Relevant ML Employee asked ML's responsible director to sign one NCC for one of the customers provided by Joe Fan, explaining that the quotation was prepared on instructions from Vincent Wu. The Relevant ML Employee applied the signing page of that NCC to the other quotations.
  - (5) In or around the period between 26 May and 1 June 2020, the Relevant ML Employee responded to 56 of the 59 RFQs using his work email account. The first three quotations issued by the Relevant ML Employee in this way were quoted at ML's standard price for designated category 1 IT solutions, but the Relevant ML Employee subsequently revised those three quotation prices upwards to HK\$99,000 and sent all of the other quotations priced at HK\$99,000. Joe Fan had asked the Relevant ML Employee to effect this price increase after Joe Fan had reviewed the first three quotations at the lower price.
32. ML only provided quotations for IT solutions in designated category 1, so Joe Fan separately obtained cover bids for the other categories from KWEK through Koki Tang. Being a co-shareholder of KWEK, the Relevant ML Employee was aware of this.
33. As a result of ML's participation in the Subject Arrangement, there was no genuine competition between the IT service providers providing quotations in the 51 applications for D-Biz funding

enumerated at nos. 1 to 51 of Annex A to this Statement. On the contrary, the intended winner (i.e., the service provider to be selected to provide the relevant IT services to be funded by the D-Biz scheme) had been pre-determined pursuant to the Subject Arrangement. The HKPC was led to approve D-Biz funding under the false impression that the relevant applications had been made following a competitive selection process in compliance with the Two-Quotation Requirement. Further, the prospective customers, in whose name the relevant applications were made, had not been informed of the Subject Arrangement (including in particular that one of the two IT service providers submitting quotations would only submit a cover bid rather than competing to win).

#### **B5. Particulars of the Contravention**

34. It is the Commission's case (which is not disputed by ML and MTT) that the Subject Arrangement insofar as ML is concerned was agreed and given effect to in accordance with the events set out below:
- (1) In early May 2020, Vincent Wu made the Subject Arrangement with Agnes Au Yeung and the BP/Noble Director that he would use ML to issue second quotations as cover bids for the quotations to be submitted by Yat Ying or BP/Noble, in order to enable Agnes Au Yeung's and the BP/Noble Director's prospective customers to purportedly comply with the Two-Quotation Requirement when applying for funding under D-Biz, and to enable Yat Ying and BP/Noble to become the selected service provider for customers found by Agnes Au Yeung and the BP/Noble Director respectively.
  - (2) Under Vincent Wu's direct instruction and supervision, the Relevant ML Employee implemented the Subject Arrangement by issuing 56 cover bid quotations in ML's name. Consequently, ML lost all the applications in which its quotations were paired up against Yat Ying or BP/Noble's, enabling them to become the selected IT service providers in successful applications that resulted in the relevant customer executing a funding agreement with HKPC.
  - (3) Through the actions of Vincent Wu and the Relevant ML Employee, ML participated in the Subject Arrangement which led HKPC to approve D-Biz funding under the false impression that the relevant applications had been made following a competitive selection process in compliance with the Two-Quotation Requirement.
  - (4) For ML's part, its participation in the Subject Arrangement and therefore its Contravention of the FCR started from the May 2020 gathering among Vincent Wu, the BP/Noble Director, Agnes Au Yeung and Joe Fan, and continued to at least 19 April 2021, being the date when the last of the contracts for D-Biz funding relating to the affected applications (i.e., the Subject Applications

enumerated at nos. 1 to 51 of Annex A to this Statement) was signed.

**B6. Admission of ML's liability by ML and MTT**

35. By reason of the matters set out herein, each of ML and MTT admits the following:

- (1) ML, Agnes Au Yeung trading as Yat Ying, BP/Noble and KWEK, as separate undertakings involved in providing IT solutions to other businesses in Hong Kong, entered into the Subject Arrangement;
- (2) the object of the Subject Arrangement was to prevent, restrict, or distort competition in Hong Kong between IT service providers bidding to provide IT solutions to prospective customers applying for funding under the D-Biz scheme by fixing prices, allocating customers, rigging bids and/or sharing information in respect of the submission of quotations to prospective customers applying for D-Biz funding;
- (3) Vincent Wu and the Relevant ML Employee (both as employees of ML) participated in the formation and implementation of the portion of the Subject Arrangement involving ML (i.e., in respect of the Subject Applications enumerated at nos. 1 to 51 of Annex A to this Statement), and the conduct of each of them is attributable to ML. It is not alleged that MTT had actual knowledge of Vincent Wu and the Relevant ML Employee's participation in the Subject Arrangement;
- (4) the Subject Arrangement constitutes price-fixing, customer allocation, bid-rigging and/or the exchange of competitively sensitive information among competitors, in contravention of the FCR under section 6(1) of the Ordinance; and
- (5) such conduct constitutes "serious anti-competitive conduct" within the meaning of section 2(1) of the Ordinance.

**PART C – UNDISPUTED FACTS ON THE CALCULATION OF RECOMMENDED PECUNIARY PENALTY FOR BP/NOBLE AND THE INVESTIGATION COSTS OF THE COMMISSION**

36. For the purposes of assessing the amount of recommended pecuniary penalty under section 93 of the Ordinance, each of ML and MTT admits the following:

- (1) The financial year of ML starts from 1 April and ends on 31 March of a calendar year.
- (2) According to the definition of "turnover" under section 2 of the Competition (Turnover) Regulation

(Cap. 619C), the turnover of ML for each of its financial years ending on 31 March 2021 and 31 March 2022 was HK\$169,667,681 and HK\$197,272,214 respectively.

37. As to the Commission's costs of and incidental to its investigation into this matter, the Commission has incurred such costs in the sum of HK\$621,730 (see Annex B), of which HK\$155,000 (rounding down to the nearest thousand) represents the 1<sup>st</sup> Respondent's share of such investigation costs.

Dated this        day of                    2024.

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**MINTERELLISON LLP**  
Solicitors for the Applicant

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**PAULINE WONG & CO**  
Solicitors for the 1<sup>st</sup> and 2<sup>nd</sup> Respondents

**ANNEX A**

Item No.	Application number	Customer of	Solution 1 selected service provider	Solution 1 non-selected service provider	Solution 2 selected service provider	Solution 2 non-selected service provider	Solution 3 selected service provider	Solution 3 non-selected service provider	Application submission date/time	Contract signing date/time	Remark
Batch 1											
1	DB-3F19QV	Agnes Au Yeung	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	2020-05-28 01:58:54	2020-12-04 17:55:16	
2	DB-20JONRJ	Agnes Au Yeung	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	2020-05-28 04:44:10	2021-01-15 15:37:48	
3	DB-AHF8RY	BP/Noble Director	BP	Multisoft	BP	Multisoft	BP	Multisoft	2020-05-28 23:33:54	2021-01-26 16:21:43	
4	DB-E6JXEF	BP/Noble Director	BP	Multisoft	BP	Multisoft	BP	Multisoft	2020-05-28 23:35:11	2021-01-26 16:24:43	
5	DB-6ZG6PX	Agnes Au Yeung	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	2020-05-29 04:47:05	2021-04-19 10:49:49	
6	DB-3523JE	Agnes Au Yeung	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	2020-05-30 22:25:06	2021-01-20 15:51:20	
7	DB-FWAMAY	Agnes Au Yeung	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	2020-05-30 23:11:01	2021-01-15 15:59:50	
8	DB-66XGB1	Agnes Au Yeung	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	2020-05-30 23:47:12	2021-02-04 16:18:37	
9	DB-A9F6U1	Agnes Au Yeung	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	2020-05-31 00:18:17	2021-01-13 17:48:24	
10	DB-98YUEB	Agnes Au Yeung	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	2020-05-31 02:32:10	2020-11-26 19:23:24	
11	DB-FHV02M	BP/Noble Director	BP	Multisoft	BP	Multisoft	BP	Multisoft	2020-06-01 19:36:46	2021-02-01 11:49:02	
12	DB-9ARC61	BP/Noble Director	BP	Multisoft	BP	Multisoft	BP	Multisoft	2020-06-01 21:01:42	2020-12-07 16:29:55	
13	DB-44V21P	BP/Noble Director	BP	Multisoft	BP	Multisoft	BP	Multisoft	2020-06-01 22:31:13	2020-11-12 10:41:32	
14	DB-70Z5GJ	BP/Noble Director	BP	Multisoft	BP	Multisoft	BP	Multisoft	2020-06-01 22:58:50	2021-01-27 09:19:30	Withdrawn
15	DB-DOKSHN	BP/Noble Director	BP	Multisoft	BP	Multisoft	BP	Multisoft	2020-06-01 23:16:14	N/A	
16	DB-4M5WHB	BP/Noble Director	BP	Multisoft	BP	Multisoft	BP	Multisoft	2020-06-01 23:42:30	2020-12-15 09:08:54	
17	DB-E168FL	Agnes Au Yeung	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	2020-06-02 01:33:17	2020-11-30 16:58:18	
18	DB-DHO0VU	Agnes Au Yeung	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	2020-06-02 18:35:54	2020-11-30 18:18:49	
19	DB-EE8RSB	Agnes Au Yeung	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	2020-06-02 20:17:02	2020-11-26 18:18:09	
20	DB-3ZQ35P	Agnes Au Yeung	KWEK	Multisoft	Yat Ying	KWEK	Yat Ying	Yat Ying	2020-06-03 01:25:00	2020-12-28 16:37:33	
21	DB-F8PH94	Agnes Au Yeung	KWEK	Multisoft	Yat Ying	KWEK	Yat Ying	Yat Ying	2020-06-03 02:15:27	2020-12-04 17:22:22	
22	DB-3PVADI	Agnes Au Yeung	KWEK	Multisoft	Yat Ying	KWEK	Yat Ying	Yat Ying	2020-06-03 02:51:11	2020-12-28 16:38:19	
23	DB-EB8GQS	Agnes Au Yeung	KWEK	Multisoft	Yat Ying	KWEK	Yat Ying	Yat Ying	2020-06-04 00:07:07	2021-01-22 16:06:10	
24	DB-2CD3OP	Agnes Au Yeung	KWEK	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-04 00:50:49	2021-01-04 09:48:55	
25	DB-B1OP9I	Agnes Au Yeung	KWEK	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-04 02:04:37	2020-11-26 15:09:17	
26	DB-8674HM	Agnes Au Yeung	KWEK	Multisoft	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-04 02:57:42	2020-11-09 10:34:40	Rejected
27	DB-6RA79C	Agnes Au Yeung	KWEK	Multisoft	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-04 03:44:31	N/A	
28	DB-AWDZ4W	Agnes Au Yeung	KWEK	Multisoft	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-04 04:46:35	2020-12-01 14:29:50	
29	DB-1SEV4V	BP/Noble Director	BP	Multisoft	BP	Multisoft	BP	Multisoft	2020-06-04 16:31:58	2020-12-07 17:39:19	Withdrawn
30	DB-825QBS	BP/Noble Director	BP	Multisoft	BP	Multisoft	BP	Multisoft	2020-06-04 17:23:40	N/A	
31	DB-857NVS	BP/Noble Director	Noble	Multisoft	Noble	Multisoft	Noble	Multisoft	2020-06-05 18:15:59	2021-01-26 16:18:59	
32	DB-FYQ83M	BP/Noble Director	Noble	Multisoft	Noble	Multisoft	Noble	Multisoft	2020-06-05 18:27:37	2021-01-25 16:44:41	
33	DB-FF92BP	BP/Noble Director	Noble	Multisoft	Noble	Multisoft	Noble	Multisoft	2020-06-05 18:48:57	2021-02-09 16:50:57	Withdrawn
34	DB-DZRM6T	BP/Noble Director	Noble	Multisoft	Noble	Multisoft	Noble	Multisoft	2020-06-05 18:56:12	N/A	
35	DB-FFQJNE	BP/Noble Director	Noble	Multisoft	Noble	Multisoft	Noble	Multisoft	2020-06-05 19:21:06	2021-01-27 16:45:24	
36	DB-CDVIL7	BP/Noble Director	Noble	Multisoft	Noble	Multisoft	Noble	Multisoft	2020-06-05 19:34:46	2021-02-01 11:46:32	
37	DB-BN241Y	BP/Noble Director	Noble	Multisoft	Noble	Multisoft	Noble	Multisoft	2020-06-05 19:52:38	2021-02-04 10:36:19	
38	DB-BJXCG1	BP/Noble Director	Noble	Multisoft	Noble	Multisoft	Noble	Multisoft	2020-06-06 16:27:17	2021-01-18 16:31:29	Withdrawn
39	DB-3XRX3U	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	Yat Ying	2020-06-06 22:37:23	2020-12-15 15:26:12	
40	DB-A87QHS	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-06 23:07:13	2020-12-15 08:59:36	
41	DB-BDB9KA	BP/Noble Director	BP	Multisoft	BP	Multisoft	BP	Multisoft	2020-06-07 00:06:42	2020-12-05 10:42:54	
42	DB-6T5HRH	Agnes Au Yeung	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	2020-06-07 00:34:39	2021-01-27 16:42:24	Withdrawn
43	DB-6QJG5Q	Agnes Au Yeung	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	2020-06-07 18:19:44	N/A	
44	DB-88PY2P	Agnes Au Yeung	Yat Ying	Multisoft	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-07 18:19:44	N/A	
45	DB-C1H9V0	Agnes Au Yeung	Noble	Multisoft	Noble	Multisoft	Noble	Multisoft	2020-06-08 15:54:28	2021-02-04 10:34:18	
46	DB-B5QJQE	BP/Noble Director	Noble	Multisoft	Noble	Multisoft	Noble	Multisoft	2020-06-08 17:03:21	2021-01-22 15:28:30	
47	DB-F6831S	Agnes Au Yeung	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	2020-06-08 18:05:12	2021-01-04 16:27:57	
48	DB-9HED46	Agnes Au Yeung	Yat Ying	Multisoft	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-09 19:21:38	2021-01-08 16:22:49	Withdrawn
49	DB-5RW74V	Agnes Au Yeung	Yat Ying	Multisoft	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-15 13:03:50	N/A	
50	DB-46UGHO	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-15 13:21:27	2021-01-22 16:08:34	Rejected
51	DB-ED13VR	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-19 18:04:58	N/A	

Item No.	Application number	Customer of	Solution 1 selected service provider	Solution 1 non-selected service provider	Solution 2 selected service provider	Solution 2 non-selected service provider	Solution 3 selected service provider	Solution 3 non-selected service provider	Application submission date/time	Contract signing date/time	Remark
Batch 2											
52	DB-891C0E	BP/Noble Director	BP	KWEK	BP	KWEK	BP	KWEK	2020-06-11 18:15:25	2020-12-30 10:32:18	
53	DB-5UWMQP	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-16 15:15:52	2021-02-01 18:18:51	
54	DB-FGE98M	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-29 16:22:53	2020-12-01 15:29:32	
55	DB-COK4IQN	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-29 18:18:58	2021-01-20 15:49:39	
56	DB-6EWGEE	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-29 22:11:25	2021-01-04 16:39:33	
57	DB-8P8DV9	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-30 14:35:28	2020-12-28 16:56:57	
58	DB-99RN52	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-30 15:51:57	2020-11-26 17:57:13	
59	DB-SOG1I7	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-30 17:04:34	2020-11-30 18:22:46	
60	DB-CPOHDT	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-06-30 21:10:40	2020-11-30 16:52:44	
61	DB-SVGSJM	BP/Noble Director	BP	KWEK	BP	KWEK	BP	KWEK	2020-07-07 14:37:45	2021-01-12 15:25:58	
62	DB-D9ZJF1	BP/Noble Director	BP	KWEK	BP	KWEK	BP	KWEK	2020-07-07 18:39:24	2020-11-23 10:42:50	Rejected
63	DB-9A0DE3	BP/Noble Director	BP	KWEK	BP	KWEK	BP	KWEK	2020-07-07 19:45:22	N/A	
64	DB-8LYYUJ	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-07-08 16:44:25	2020-11-26 19:14:25	
65	DB-FN4ILL	BP/Noble Director	BP	KWEK	BP	KWEK	BP	KWEK	2020-07-08 22:42:33	2021-01-15 15:31:36	
66	DB-40ZD73	BP/Noble Director	BP	KWEK	BP	KWEK	BP	KWEK	2020-07-10 16:35:58	2021-02-11 11:09:13	Withdrawn
67	DB-40L2FK	BP/Noble Director	BP	KWEK	BP	KWEK	BP	KWEK	2020-07-10 18:43:31	N/A	
68	DB-23V0GJ	BP/Noble Director	BP	KWEK	BP	KWEK	BP	KWEK	2020-07-11 17:29:07	2021-01-27 17:40:30	
69	DB-765IIB	BP/Noble Director	BP	KWEK	BP	KWEK	BP	KWEK	2020-07-11 23:13:24	2020-12-10 16:17:19	
70	DB-SMWSIT	BP/Noble Director	BP	KWEK	BP	KWEK	BP	KWEK	2020-07-12 17:30:05	2021-05-11 15:35:40	
71	DB-ORCPPE	BP/Noble Director	BP	KWEK	BP	KWEK	BP	KWEK	2020-08-05 21:21:37	2020-11-30 10:40:00	
72	DB-7DHW7M	BP/Noble Director	BP	KWEK	BP	KWEK	BP	KWEK	2020-08-06 14:42:10	2020-12-05 10:46:36	
73	DB-559H28	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-08-05 22:28:31	2021-02-04 16:18:10	
74	DB-59CLRR	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-08-06 16:01:46	2021-01-03 18:04:59	
75	DB-6AQOEF	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-08-11 13:48:11	2020-11-26 17:58:33	
76	DB-FL3IF1	BP/Noble Director	BP	KWEK	BP	KWEK	BP	KWEK	2020-08-11 15:42:15	2021-02-01 16:07:03	
77	DB-78VX9S	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-08-11 19:14:57	2021-01-04 15:58:00	
78	DB-6F4P46	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-08-12 18:55:53	2021-01-27 09:20:42	
79	DB-31P0XM	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-08-14 16:24:21	2020-12-11 11:49:34	
80	DB-ET54SM	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-08-17 20:44:33	2021-01-27 16:49:39	
81	DB-DQ66NE	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-08-18 14:35:58	2020-11-26 17:57:58	
82	DB-9U4ALQ	BP/Noble Director	BP	KWEK	BP	KWEK	BP	KWEK	2020-08-19 17:33:29	2020-11-02 17:52:26	
83	DB-SUBUIND	BP/Noble Director	BP	KWEK	BP	KWEK	BP	KWEK	2020-08-22 21:21:19	2020-11-26 17:58:33	
84	DB-F8D611	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-08-25 22:20:56	2020-11-26 18:14:40	
85	DB-D39D40	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-09-10 15:18:31	2021-04-01 15:00:34	
86	DB-CTKFO	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-09-10 19:41:43	2021-05-07 10:55:19	
87	DB-43HEDI	BP/Noble Director	BP	Yat Ying	Yat Ying	Yat Ying	Yat Ying	Yat Ying	2020-09-11 23:11:33	2021-01-12 09:59:36	
88	DB-9YJZJI	BP/Noble Director	BP	Yat Ying	Yat Ying	Yat Ying	Yat Ying	Yat Ying	2020-09-14 17:12:53	2020-12-29 15:49:41	Withdrawn
89	DB-6R4T9C-2*	Agnes Au Yeung	Yat Ying	Microsoft	Yat Ying	KWEK	Yat Ying	KWEK	2020-09-15 18:25:09	N/A	Withdrawn
90	DB-EDJ3VR-2*	Agnes Au Yeung	Yat Ying	KWEK	Yat Ying	KWEK	Yat Ying	KWEK	2020-09-15 22:52:53	N/A	Withdrawn
91	DB-3788KL	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-09-21 15:37:52	2021-01-28 15:42:26	
92	DB-1ZVVIMO	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-09-21 22:15:18	2021-01-27 15:08:50	
93	DB-607D1F	BP/Noble Director	BP	Yat Ying	Yat Ying	Yat Ying	Yat Ying	Yat Ying	2020-09-21 16:51:19	2021-01-22 16:46:30	
94	DB-EU0598	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-09-22 16:44:07	2021-05-27 12:32:00	
95	DB-62UJIG	BP/Noble Director	BP	Yat Ying	Yat Ying	Yat Ying	Yat Ying	Yat Ying	2020-09-25 15:50:23	2021-02-09 16:13:23	
96	DB-8LX2YG	BP/Noble Director	BP	Yat Ying	Yat Ying	Yat Ying	Yat Ying	Yat Ying	2020-09-25 18:10:51	2021-02-05 15:31:30	
97	DB-41A8BA	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-01 18:29:52	2021-02-01 11:42:44	
98	DB-7JUNCNT	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-19 20:42:25	N/A	Withdrawn
99	DB-AKFA19	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-19 20:42:25	2021-04-16 15:44:00	
100	DB-656EEN	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-20 04:26:29	2021-04-16 16:11:48	
101	DB-656EEN	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble			
102	DB-FLCFOJ	BP/Noble Director	BP	Yat Ying	Yat Ying	Yat Ying	Yat Ying	Yat Ying			



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103	DB-4751SR	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-21 01:29:01	2021-03-22 14:41:07	Eventually awarded to a third-party IT service provider
104	DB-7541YH	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2020-10-22 23:56:03	2021-02-03 15:32:00	
105	DB-DX9P6	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-24 13:35:32	2021-03-26 15:33:48	
106	DB-7YMN3J	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-25 13:24:41	2021-03-22 15:31:23	
107	DB-5TLI6Z	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2020-10-25 14:29:21	2021-03-22 15:35:40	
108	DB-F65HHR	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-26 04:11:46	2021-05-18 12:31:44	
109	DB-F7WKP	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2020-10-26 13:30:51	2021-05-12 14:01:00	
110	DB-7RZ8UX	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2020-10-27 10:12:03	2021-03-24 17:09:27	
111	DB-78VX9S-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-27 18:16:50	2021-03-26 16:53:37	
112	DB-EBGOS-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-28 14:08:29	2021-04-16 14:59:45	
113	DB-COK4QN-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-28 15:01:18	2021-04-09 10:38:31	
114	DB-BP8DV9-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-28 16:09:56	2021-05-17 10:04:27	
115	DB-6EWGEE-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-28 16:44:44	2021-04-08 16:49:02	
116	DB-EE9RSB-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-28 18:00:28	2021-04-30 15:31:35	
117	DB-FG698M-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-28 18:52:59	2021-05-12 09:52:04	
118	DB-9HED4E-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-28 19:33:07	2021-05-07 09:55:15	
119	DB-99RNS2-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-28 21:31:16	2021-04-16 14:59:04	
120	DB-32C55P-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-28 22:29:26	2021-04-01 10:40:27	Withdrawn
121	DB-5S9H28-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-29 00:51:04	N/A	Withdrawn
122	DB-FAIQEF-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-29 01:41:23	N/A	Withdrawn
123	DB-5OGI7-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-29 02:16:59	2021-04-16 15:29:37	
124	DB-DO6CNE-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-29 02:49:37	2021-05-18 09:37:35	
125	DB-F808J1-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-29 12:25:20	2021-05-18 15:49:49	
126	DB-5RW74V-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-29 14:21:39	N/A	Withdrawn
127	DB-SUWAMOP-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-29 15:13:43	2021-05-12 09:52:58	
128	DB-46UGH0-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-29 16:52:34	2021-05-17 14:22:42	
129	DB-2CD3OP-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-29 18:12:48	2021-05-13 15:50:15	
130	DB-AWD24W-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-29 19:37:22	N/A	Withdrawn
131	DB-31POXM-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-29 21:38:31	2021-05-12 14:02:35	
132	DB-AUGGU7-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-29 22:07:28	2021-05-12 10:35:46	
133	DB-CPOHDT-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-29 23:35:43	2021-07-06 14:39:41	
134	DB-B1OP9I-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-30 00:37:02	2021-05-24 10:39:23	
135	DB-3PVADI-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-30 01:33:51	2021-04-28 16:22:16	
136	DB-BL7YU1-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-30 02:31:59	2021-05-13 10:12:50	
137	DB-8674HM-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-30 04:48:54	2021-05-20 10:29:46	
138	DB-DHOOUVU-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-30 06:55:35	2021-05-07 15:27:42	
139	DB-8BY2P-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-30 15:25:08	N/A	Withdrawn
140	DB-59CLR-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-30 16:30:45	2021-05-13 15:58:48	
141	DB-FXNZ5B	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2020-10-30 16:52:33	2021-09-02 14:25:42	
142	DB-FIF4P6-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-30 18:14:01	2021-04-30 10:32:54	
143	DB-37ORP8	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-30 18:15:41	2021-04-23 15:28:33	
144	DB-9Q9E5I	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-30 22:02:44	2021-05-18 10:34:30	
145	DB-AUJ7CX	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-30 22:12:03	2021-05-18 10:25:15	
146	DB-FOO259	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-31 01:36:43	2021-05-21 14:21:36	
147	DB-8OAUJO	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-31 02:15:12	2021-05-07 15:30:50	
148	DB-351QNN	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-31 02:11:09	2021-05-21 09:58:51	
149	DB-323JE-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-31 06:35:07	2021-07-06 16:09:34	
150	DB-E1BBFL-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-31 07:42:06	2021-05-11 14:40:18	
151	DB-F68315-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-31 07:42:06	2021-04-23 10:30:23	
152	DB-FWAMNY-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-31 08:00:00	2021-05-14 15:21:43	

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153	DB-A9FEU1-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2020-10-31 08:16:12	2021-05-18 09:54:08	
154	DB-BARC61-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2020-10-31 08:21:23	N/A	Withdrawn
155	DB-96YUEB-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2021-05-11 10:24:36		
156	DB-ESYVNS-2	BP/Noble Director	Noble	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	2021-05-18 15:06:15		
157	DB-86XGB1-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2021-05-14 12:53:12		
158	DB-56JXEF-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2021-05-12 10:17:35		
159	DB-62XGPK-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2021-05-12 16:03:00		
160	DB-AHF8RY-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2021-05-17 15:16:09		
161	DB-9UBUNO-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2021-05-13 16:39:30		
162	DB-A87OHS-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2021-04-29 15:37:54		
163	DB-BSJDE-2	BP/Noble Director	Noble	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	2021-05-11 15:33:53		
164	DB-98BVN6	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2021-05-21 09:51:31		
165	DB-6QAGSO-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2021-05-05 15:53:15		
166	DB-AX48DX	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2021-05-21 14:22:36		
167	DB-5WJST-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2021-05-27 15:28:57		
168	DB-BO6A14-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2021-05-18 12:22:59		
169	DB-6T5HIR-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2021-05-14 10:25:09		
170	DB-D9ZJ31-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2021-05-18 09:59:09		
171	DB-3F19QV-2	Agnes Au Yeung	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	Noble	2021-05-11 12:44:28		
172	DB-FF92BP-2	BP/Noble Director	Noble	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	2021-05-14 10:12:10		
173	DB-FFQJNE-2	BP/Noble Director	Noble	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	2021-05-25 10:43:26		
174	DB-B1XCG1-2	BP/Noble Director	Noble	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	2021-07-13 16:06:48		
175	DB-5V6JUM-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2021-05-05 16:12:37		
176	DB-89ICOE-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2021-05-17 15:03:14		
177	DB-7DHW7M-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2021-05-17 09:49:42		
178	DB-CL19VD-2	BP/Noble Director	Noble	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	2021-05-17 09:50:40		Withdrawn
179	DB-4M5WH8-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	N/A		Withdrawn
180	DB-CDVIL7-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	N/A		Withdrawn
181	DB-40ZDT3-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2021-05-17 09:45:51		
182	DB-BN24LY-2	BP/Noble Director	Noble	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	2021-05-14 15:08:03		
183	DB-FYQ83M-2	BP/Noble Director	Noble	Yat Ying	Noble	Yat Ying	Noble	Yat Ying	2021-05-17 12:33:51		
184	DB-23VGG1-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2021-05-17 12:18:16		
185	DB-A4V21P-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	N/A		Withdrawn
186	DB-DOK5HN-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2021-05-14 09:23:21		
187	DB-FL31F1-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2021-05-21 10:07:00		
188	DB-3UAALO-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying	2021-05-14 10:23:08		
189	DB-9A4DE3-2	BP/Noble Director	BP	Yat Ying	BP	Yat Ying	BP	Yat Ying			

Note 1: Application numbers with font in orange refer to those applications which initially selected KWEEK as IT service provider but eventually selected Yat Ying.

\*Note 2: For these applications, Yat Ying re-used KWEEK and Multisoft's cover bids from Batch 1 for the same customers.

**ANNEX B**



**IN THE COMPETITION TRIBUNAL OF THE  
HONG KONG SPECIAL ADMINISTRATIVE REGION  
COMPETITION TRIBUNAL ENFORCEMENT ACTION**

**No. 1 of 2023**

BETWEEN

COMPETITION COMMISSION	Applicant
and	
MULTISOFT LIMITED	1 <sup>st</sup> Respondent
MTT GROUP HOLDINGS LIMITED	2 <sup>nd</sup> Respondent
BP ENTERPRISE COMPANY LIMITED	3 <sup>rd</sup> Respondent
NOBLE NURSING HOME COMPANY LIMITED	4 <sup>th</sup> Respondent
KWEK STUDIO LIMITED	5 <sup>th</sup> Respondent
AU YEUNG KIT YEE (trading as YAT YING HONG and in her personal capacity)	6 <sup>th</sup> Respondent
FAN SING CHI	7 <sup>th</sup> Respondent
TANG WAI CHUN	8 <sup>th</sup> Respondent

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**STATEMENT OF AGREED FACTS BETWEEN  
THE COMPETITION COMMISSION (“COMMISSION”)  
AND THE 1<sup>ST</sup> AND 2<sup>ND</sup> RESPONDENTS**

*(Prepared pursuant to Rule 39 of the Competition Tribunal Rules,  
Cap. 619D (“CTR”) and Paragraph 72 of the  
Competition Tribunal Practice Direction 1 (“CTPD1”))*

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Dated this                      day of                      2024.  
Filed this                      day of                      2024.

**MinterEllison LLP**

Solicitors for the Applicant  
Level 32 Wu Chung House  
213 Queen’s Road East  
Hong Kong  
Tel: 2841 6888  
Fax: 2810 0235

(Ref: NDENTICE/JKWONG/VCHENG/1431754)

#### **Annex 4 – Further Terms**

- A. In accordance with Clause 2.1(c)ii. of this Agreement, the maximum recommended amount of the pecuniary penalty after application of the Cooperation Discount Percentage is HK\$1,190,000.
- B. MTT shall ensure ML is equipped with sufficient funds, and shall guarantee and see to it that ML shall meet all of its monetary liabilities set out in the consent order of the Joint Application, as repeated in clause 4.1(e)ii. of this Agreement.

## Annex 5 – Competition Compliance Programme

1. In order to satisfy the Commission for the purposes of clause 4.1(d) of this Agreement, each of the Cooperating Parties commits to adopt and implement, to the reasonable satisfaction of the Commission, an effective competition Compliance Programme (“**Programme**”), in the time period and manner set out in paragraph 2 to 6 below.
2. **Compliance Officer**
  - (a) Within one (1) month of the date of this Agreement, each of the Cooperating Parties shall appoint a compliance officer (the “**Compliance Officer**”), who shall be a member of the board or person to whom the board delegates the functions and duties of Compliance Officer, and who shall have sufficient authority and independence to be responsible for designing, overseeing, ensuring the implementation of, and updating the Programme.
  - (b) Within seven (7) working days of the date of the appointment of a Compliance Officer, each of the Cooperating Parties shall inform the Commission of the appointment and provide the Commission with details of the identity, role and professional qualifications of the Compliance Officer.
3. **Commitment and support from the Cooperating Parties’ senior management**
  - (a) The Cooperating Parties’ senior management shall each issue a written statement to be promulgated to all employees within one (1) month of the date of this Agreement, which shall at least:
    - i. Indicate the personal commitment of Cooperating Parties’ senior management to compliance with competition law;
    - ii. Notify employees that prompt actions will be taken to enhance the Cooperating Parties’ compliance measures, including designing and implementing the Programme for the Cooperating Parties;
    - iii. Emphasize the importance of the Programme and the support of the Cooperating Parties’ senior management to the Programme; and
    - iv. Indicate that all staff shall comply with competition law and are required to comply with the Programme, and that there may be disciplinary actions including termination of employment for employees who fail to comply with competition law or adhere to the requirements of the Programme.
  - (b) Provide copies of the issued statements to the Commission within seven (7) calendar days of issuance.

#### 4. Design of the Programme

- (a) The Compliance Officer shall conduct a risk-based assessment to identify which business units, staff roles and commercial conduct are likely to be exposed to competition risks and shall accordingly design and include measures in the Programme to address and mitigate those risks, which shall include at least:
- i. Requirements or practices to be followed by relevant personnel in performing their functions and duties;
  - ii. Provide existing employees with the Commission's brochures "Combat Price Fixing Cartels", "Fighting Bid-rigging", "The Competition Ordinance and SMEs", and "The Competition Ordinance and Trade Associations" (collectively, "**Brochures**"). The Brochures shall also be provided to new employees as part of the on-boarding process/package;
  - iii. A competition law training plan, containing a targeted training programme for staff in different units to educate them on their role-specific risks with respect to compliance with competition law. Competition law training should be done at least on an annual basis and the Cooperating Parties shall keep proper competition law training records, covering at least the last two years, recording each staff's name, the date, and venue of the training attended.; and
  - iv. An anonymous whistle blowing mechanism that allows employees to report potential breaches of competition law or the Programme to the Compliance Officer for further actions.
- (b) Within three (3) months from the date of the appointment of a Compliance Officer, the Compliance Officer shall prepare and submit to the respective Boards of Directors of the Cooperating Parties, as well as the Commission, a report covering the assessment conducted and measures designed pursuant to paragraph 4 (a) above ("**Report**").
- (c) Following the submission of the Report, each Compliance Officer shall oversee and ensure the implementation within the Cooperating Parties of the measures identified in his/her Report.

#### 5. Regular review and updating of the Programme

- (a) Each Compliance Officer shall regularly review the Programme, at least on an annual basis, and the Cooperating Parties shall update their Programmes upon the advice of their respective Compliance Officer, when necessary.
- (b) Each Compliance Officer shall submit a report one year from the date of the Report and on an annual basis thereafter for three (3) years to the respective Boards of Directors of the Cooperating Parties outlining the findings of their review and their recommended updates (if any). The first annual reports shall also be submitted to the Commission within one (1) month of its production.

**6. Confirmation to the Commission**

Within one (1) year from the date of this document, each of the Cooperating Parties is required to submit to the Commission a written confirmation that the obligations set out in paragraph 2(a)-(b), 3(a)-(b) and 4(a)-(b) have been fulfilled.