



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

Invitation to Tender for Provision of Information Security Services

7 September 2018



Invitation to Tender Provision of Information Security Services

We are pleased to invite your company to submit a tender in respect of the captioned services. A copy of the Invitation to Tender (the "Tender") is available for download from "Invitations to tender" under "QUICK ACCESS" section of the SFC website (<http://www.sfc.hk>).

If your company is interested in providing such services, please send your proposal to the Securities and Futures Commission (SFC) at the address as shown in the Invitation to Tender by **2:00pm 28 September 2018**. Late proposals will not be considered.

For and on behalf of the
Securities and Futures Commission

Steven Chan
Senior Manager
Information Technology, Corporate Affairs



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Introduction

1. Background

- 1.1 The Securities and Futures Commission (SFC), is expected to launch a new web portal (“EDS portal”) to consolidate different electronic submission processes by phases and provide a more friendly environment to enhance submission efficiency.
- 1.2 To validate and ensure proper security controls are in place for the implementation of the EDS portal phase 1, the SFC is looking for independent and qualified consultant(s) to provide an Information Security Services (“the Services”).
- 1.3 The tenderer is required to work with the SFC and its vendors to perform the security assessment according to a pre-agreed project schedule.

2. Invitation to Tender and Interpretation

- 2.1 The SFC invites tenderer(s) submitting proposals for providing Information Security Services. Which will be divided into two parts. The details could be found in Section 3 - 8 of this Invitation to Tender.
- 2.2 In this document, the following terms shall have the following meanings:
 - “Contract” means a formal agreement to be entered into between the SFC and those successful tenderer(s) in relation to the information security monitoring services 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);
 - “Information Security Services” (“the Services”) means the Services described in section 3 - 8 hereof; and
 - “tenderer” means the person or persons or corporation tendering for the project and includes the executors and administrators and permitted assigns of such person or persons or corporation.

Requirement Specifications

3. Tender Objective and Overall Requirements

- 3.1 The objective of this tender is to select qualified vendor(s) to provide the Services to the SFC to eliminate the security weakness controls posture of the EDS portal.
- 3.2 The Services include two main parts:
 - Part 1 – System Security Assessment
 - a) Network-based Scanning and System Configuration Review
 - b) Source Code Review
 - Part 2 – Penetration Test



- 3.3 Interested parties *may submit tender for either one or both parts of services requested.*

Note: Please sign and return the Confidentiality Acknowledgement (Appendix C) if you wish to get more technical details about the EDS portal (e.g. estimated number of lines of source code, key software components and related key processes). The Acknowledgement should be sent to Mr. Steven Chan (Email: skfchan@sfc.hk, Tel: 2231-1278) or Mr. Gary Hu (Email: ghu@sfc.hk, Tel: 2231-1198). Contact email and phone number of the tenderer should be included.

4. Scope of Work

4.1 Part 1 - System Security Assessment:

a) Network-based Scanning and System Configuration Review

- i. Perform network-based scanning on agreed hosts and networking devices;
- ii. Review the Docker and OS configurations, including authentication mechanism, password policy, user account management, security settings, network services, patch level, audit log setting and etc.;
- iii. Review high level network infrastructure and related core systems design; and
- iv. Review key software components, including web servers, application servers, spring boot framework, authentication servers and database, etc., against industry security best practices.

b) Source Code Review

- i. Source code review covers both the EDS portal and a mobile app;
- ii. Perform source code review by using a combination of reviewing source code scanning report(s) generated in each key milestones, automated code scanning, manual source code review, and manual application testing to identify security controls weaknesses and vulnerabilities in the coding;
- iii. Ensure the developed codes of EDS portal applications and the mobile app conform with the industry security best practices (e.g. OWASP) and the SFC's security requirements; and
- iv. Ensure the versions of the open source or commercial software library deployed are secure.

4.2 Part 2 – Penetration test

- a) Walk-through key processes in related of EDS portal systems and the mobile app to identify potential security controls weaknesses or vulnerabilities from the Internet; and
- b) Conduct a penetration testing to check against OWASP top 10 vulnerabilities and related core system components vulnerabilities.

- 4.3 The awarded tenderer(s) is / are expected to disclose the tools and methodology used for the Services, and obtain consent with the SFC before conducting the security assessment or penetration test within the agreed time frame;



- 4.4 The awarded tenderer(s) should ensure that all tools, systems or applications used on their machines are properly licensed. Furthermore, any machine that will connect to the network of the SFC should be patched up-to-date and have effective anti-virus software installed;
- 4.5 The awarded tenderer(s) should inform the SFC immediately in case there is any high risk vulnerabilities identified, and should take the primary responsibility for false positive verification;
- 4.6 Where finding is confirmed, the impact and likelihood should be determined and explained. Practical and workable solutions should be recommended. The awarded tenderer(s) should provide supports to the SFC to implement recommended solutions if necessary;
- 4.7 After implementing recommended solutions, the awarded tenderer(s) should perform re-assessment to confirm whether vulnerabilities or control weaknesses are being rectified; and
- 4.8 After the final report is accepted by the SFC, the awarded tenderer(s) should provide 3-months support service, and should promptly respond to questions raised by the SFC relevant to the corresponding part of the Services. The support service is considered complete upon the expiration of the agreed period and all questions raised by the SFC are properly addressed.

5. General Requirements

- 5.1 The general requirements described in this section are the guidelines of the project and as the responsibilities of the tenderer. It should be included in your proposal and not limited to the following :
 - a) State clearly in the proposal the composition of the team structure for this project. If there are any sub-contractors involved, their roles and responsibilities must be clearly stated and fully managed/responsible by the tenderer; and
 - b) The copyright of all the deliverables provided by the successful tenderer for the Services is deemed to be the sole property of the SFC upon project completion.

6. Insurance

- 6.1 Without prejudice to the Consultant's liability to indemnify the SFC under this Agreement, the Consultant shall at its own expense from the date of this Agreement in effect and maintain for the benefit of, and in the joint names of, Consultant and the SFC the following:

Public Liability Insurance - in respect of personal injury, death, loss and damage to property, up to an indemnity limit of HK\$10,000,000 per occurrence, arising out of or being caused by the carrying out of this Agreement by the Consultant, its employees or agents.



7. Financial Reports

- 7.1 Before signing of the contract, the tenderer must provide proof of their financial positions for vetting by the SFC.

8. Timetable and Deliverables

- 8.1 After tender deadline, the tender evaluation board will evaluate received proposals. To help us assess the quality of the project team, an interview of project manager and project team may be sought from tenderers of proven competence on the SFC's discretion.
- 8.2 Both Part 1 and Part 2 of the Services are expected to start in early November 2018, and are expected to complete by the end of November 2018.
- 8.3 For both Part 1 & Part 2 of the Services, the awarded tenderer(s) is / are expected to have regular progress meetings with the SFC to walk-through the review progress, preliminary findings identified, and recommended solutions.
- 8.4 Below is a list of the key deliverables requiring the SFC sign-off by the fore-mentioned milestone dates as set out in the proposed project schedule in the proposal:
- a) Network-based Scanning and System Configuration Review Report
 - Network-based scanning and system configuration review scope
 - Review Methodology
 - Findings, Risk level and Implication
 - Recommendations
 - b) Source Code Review Report
 - Source code Review scope
 - Review Methodology
 - Findings, Risk level and Implication
 - Recommendations
 - Proposed action plan with cost estimation for each action items (where applicable)
 - c) Penetration Test Report
 - Penetration Test scope
 - Penetration Test Approach, Methodology, Assumption, and Limitation
 - Findings, Risk level and Implication
 - Recommendations
 - d) A walkthrough briefing session is required for explaining the findings and recommendations to the SFC.



- e) Upon the SFC's notification, the awarded tenderer(s) is / are expected to perform re-assessment and prepare final reports.
- f) Before reports are formally issued, the contents have to be discussed carefully with the SFC to clarify their validity, severity and workability. It is expected that iterative discussions will be required.

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.

9. Preparation and Submission of Proposals

9.1 What must proposals cover?

- Tenderers may propose alternatives to the SFC's conditions and requirements if they consider that such conditions and requirements are either not feasible or do not provide the SFC with the best solution in the circumstances.

9.2 What form must proposals take?

- All proposals must be submitted in writing in both physical and electronic form.
- One hardcopy of each proposal must be provided, together with a softcopy on CD-ROM (email or other media are not accepted). The softcopy should be in Microsoft Word® format (version 6 or above) or Adobe Acrobat® format (version 4 or above).
- The SFC will not consider any proposal that is submitted in writing without an accompanying softcopy.

9.3 To whom must proposals be submitted?

- Written proposals should be marked with the reference "Provision of Information Security Services" and must be submitted in a sealed envelope and deposited to a TENDER BOX at the following address:

Securities and Futures Commission
30th Floor, Cheung Kong Center
2 Queens's Road Central
Hong Kong

9.4 What is the deadline for the submission of proposals?

- Proposals must be received by the SFC at the above-mentioned addresses on or before **2:00pm 28 September 2018**.



- The SFC will not consider any late proposals.

9.5 How must proposals be set out?

- Each proposal must be separated into the following parts:
 - (a) a Technical Part describing the proposals;
 - (b) a Price Schedule; and
 - (c) a Letter :
 - (i) offering to carry out the works 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 12 - 16 of this Invitation to Tender;
 - (ii) stating the period that the offer is to remain open;
 - (iii) undertaking to negotiate in good faith to finalize 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
 - (v) signed by the tenderer (in the case of an individual) or a duly authorized officer of the tenderer (in the case of a company).
- For the proposal hardcopy as well as its softcopy, the Technical Part, the Price Schedule, and the letter must be submitted as separate documents (the Price Schedule should be on its own CD-ROM and NO other parts of the tender should be on this CD-ROM) and be 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.
- 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 document.

9.6 How long should tenderers' offers remain open?



- 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.
- In order to allow the SFC sufficient time to consider all proposals validly submitted, tenderers should keep their offers open for at least 90 days from the closing date of this Invitation to Tender. If this cannot be done, the reason must be stated in the proposal.

10. Queries Regarding This Invitation to Tender Or Proposals Made In Response

10.1 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 the SFC's queriesorally or in writing, or in any manner that the SFC deems fit.

10.2 What if a tenderer has any queries?

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

Mr. Gary HU
Manager – Information Technology, Corporate Affairs
Securities and Futures Commission
35/F, Cheung Kong Center,
2 Queen's Road Central, Hong Kong

Telephone : 2231 1198
Fax : 2293 5606
Email : ghu@sfc.hk

Or, alternatively:

Mr. Steven CHAN
Senior Manager – Information Technology, Corporate Affairs
Securities and Futures Commission
35/F, Cheung Kong Center
2 Queen's Road Central, Hong Kong

Telephone : 2231 1278
Fax : 2293 4995
Email : skfchan@sfc.hk

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



11. Acceptance

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

Payment And Other Terms

12. Payment terms

- 12.1 The SFC has a performance-based payment policy, under which payments will be made on actual delivery of services or products.
- 12.2 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:
- 10% of the total contract price upon the SFC and the successful Tenderer entering into a binding contract;
 - 70% of the total contract price will be paid on the completion of the Services and acceptance of all required deliverables;
 - 20% of the total contract price will be retained by the SFC and be paid after the successful tenderer has providing the 3-months support service and to the satisfaction of the SFC.

13. Termination of service

- 13.1 The successful tenderer shall use its best endeavours to perform the Contract with such due care and skill as is expected of a provider of similar services and products and of a comparable standing in the industry but 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.

14. Sub-contracting of services

- 14.1 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. SFC reserves the right to either accept or reject the subcontracting of services.

15. Conflicts of interest

- 15.1 A tenderer must have no or any potential conflicts of interest with its duties to the SFC under the proposal. If a tenderer has, or has the 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 associates, associated persons, group companies and each member of the tenderer's professional staff (and their associates and associated persons).



16. The incorporation of proposals into Contract signed with the SFC
- 16.1 Any proposals and responses submitted by the successful tenderer to the SFC's inquiries may form part of the Contract made between the SFC and such tenderer.
- 16.2 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. SFC preserves the right to seek for an indemnity should the awarded tenderers fails 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.

Grievance Procedures

17. SFC, as a public body, has a duty to conduct its affairs in a responsible and transparent manner. We have therefore 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 SFC who believes that they have discovered improper practices or misconduct relating to the running of SFC or work related activities of employees of SFC to report these in a constructive manner.
- 17.1 This policy is for any person who has an employment contract with SFC, is on secondment to SFC, is engaged as an independent consultant by SFC or is a contractor or supplier of services to SFC. Public Interest Grievances might include:
 - Criminal activity, such as accepting a bribe;
 - Financial or administrative malpractice;
 - Misconduct or improper behaviour;
 - Failure to comply with legal obligations such as those set out in the Securities and Futures Ordinance;
 - Endangering occupational health or safety;
 - Attempts to suppress or conceal information relating to any of the above.

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.

Confidentiality

18. All information presented in or as a result of this tender, including information disclosed by the Commission during the selection process, is to be considered strictly confidential. Information must not be released to external parties without the express written consent of the Commission.



19. All responses and other materials submitted in response to this tender will become the property of the Commission. The Commission assumes no obligation and shall incur no liability regarding confidentiality of all or any portion of a response or any other material submitted in response to this tender unless expressly agreed in writing to protect specifically identified information.

Conflict of Interest

20. No Proposer may have any interest which conflicts, or has the potential to conflict, with its duties to the Commission under the proposal. If a Proposer has any interest which conflicts, or has the potential to conflict, with its duties to the Commission under the proposal, the Proposer should clearly state this in its proposal. This requirement extends to the Proposer's associates, associated persons, group companies and each member of the Proposer's professional staff (and their associates and associated persons).

Prevention of Bribery

21. A Proposer shall prohibit its directors, employees, agents, and sub-contractors who are involved in this tender from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance, Cap 201 when conducting business in connection with this mandate.
22. The Proposer shall take all necessary measures (including by way of a code of conduct or contractual provisions where appropriate) to ensure that its directors, employees, agents and sub-contractors are aware of the prohibitions in this clause.



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. This section should provide a full summary of the proposed services, as well as **state clearly whether the tenderer is tendering for “Part 1: System Security Assessment ”, “Part 2: Penetration Test”, or for both part of services**
2. The Proposed Solutions and Service Plan
 - 2.1 This section should describe the proposals in detail and explain how the proposals meet the conditions and requirements set out in Section 3 - 8, and describe any limitations and compatibility issues associated with the proposals. . In particular, the following should be included:
 - 2.1.1 Approach and methodology
 - 2.1.2 Specific deliverables with sample (e.g. outline of all those deliverables, tools and the sample outputs) to let us visualize the results from the tenderer going to provide
 - 2.1.3 Project plan and manpower resource commitment
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. This should include the following matters:
 - 4.1.1 the company’s background and history;
 - 4.1.2 the company’s financial strength, supported by an audited report or financial summary;
 - 4.1.3 its 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 Names, detailed qualifications and work experience to be assigned to implement the project and the team structure. Other relevant information

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 fees structure, 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 and clearly itemized all fee components for “Part 1: System Security Assessment”, and “Part 2: Penetration Test” of the project and provide detailed information into a table similar to the following **sample**:

	Staff Level	Year of experience	Number of assigned man-day	Per man-day charge (in HK\$)	Total Cost (in HK\$)
Part 1a - Network-based Scanning and System Configuration Review	[e.g. Security Review Consultant]	xx	xx	\$x,xxx	\$xxx,xxx
	[e.g. Security Specialist]	xx	xx	\$x,xxx	
	[e.g. Security Engineer]	xx	xx	\$x,xxx	
Part 1b - Source Code Review	[e.g. Code review consultant]	xx	xx	\$x,xxx	\$xxx,xxx
	[e.g. Source code analysis]	xx	xx	\$x,xxx	
Part 2 – Penetration test	[e.g. Security Consultant]	xx	xx	\$x,xxx	\$xxx,xxx
	[e.g. Security Manager]	xx	xx	\$x,xxx	

- 2.3 Tenderer should explain 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. Where applicable, the fee on hardware, software and consultancy and review services must be separately stated.
3. Payment Terms and Arrangements



- 3.1 Payment terms and arrangements should be described in accordance with the SFC's performance-based payment policy (see PAYMENT AND OTHER TERMS in Section 12 – 16 of this tender).



Appendix C : Confidentiality Acknowledgement

Acknowledgement and Undertaking

Acknowledgment in relation to the preservation of secrecy pursuant to section 378 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (“SFO”) and avoidance of conflict of interests pursuant to section 379 of the SFO.

Terms in this acknowledgement shall have the same meaning as defined in the SFO, unless otherwise defined herein.

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

- (1) Subject to subsection 13(A), 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.

TAKE NOTICE THAT IF YOU CONTRAVENE SECTION 378(1) OF THE SFO YOU COMMIT AN OFFENCE UNDER SECTION 378(10) OF THE SFO. ANY PERSON WHO COMMITS AN OFFENCE UNDER SECTION 378(10) 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.

Section 379 of the SFO binds you and in particular subsections (1), (2) and (3) of that section which 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 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.

TAKE NOTICE THAT IF YOU CONTRAVENE SECTION 379(1) AND/OR SECTION 379(3) OF THE SFO YOU COMMIT AN OFFENCE UNDER SECTION 379(4) OF THE SFO. ANY PERSON WHO COMMITS AN OFFENCE UNDER SECTION 379(4) 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.

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 “person” has the meaning attributed to it in section 3 of the Interpretation and General Clauses Ordinance (Cap. 1) 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/We acknowledge that I/we have received and read carefully a copy of sections 378 and 379 of the Securities and Futures Ordinance (Cap. 571), and understand that these sections (in particular, sections 378(1) and 379(1), (2) and (3)) impose statutory obligations on me/us. I/We further confirm that I/we understand and agree to be bound by the provisions of sections 378 and 379 of the Securities and Futures Ordinance (Cap. 571).

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