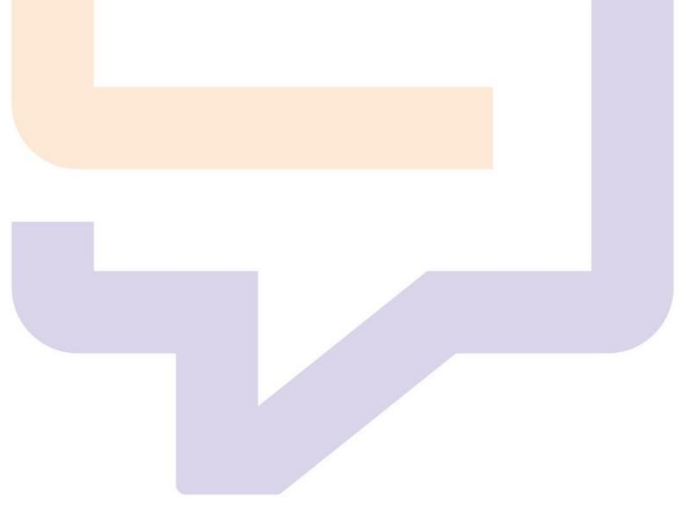


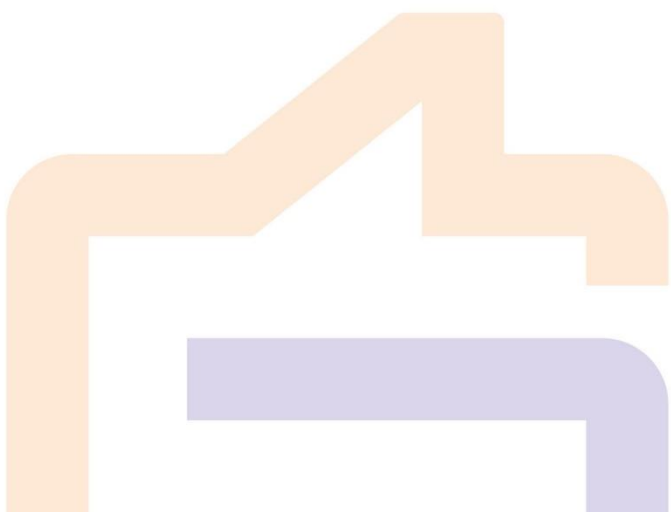


投資者及理財教育委員會
Investor and Financial
Education Council



Invitation to Tender

Development of an immersive and interactive anti-financial scam
experience at the IFEC FinEd Hub



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Invitation to Tender

Development of an immersive and interactive anti-financial scam experience at the IFEC FinEd Hub

The Investor and Financial Education Council (IFEC) is pleased to invite your company to submit proposal(s) for the captioned project. A copy of the Invitation to Tender is attached and is available for download from the "Invitation to Tender" section on the path below:

<https://www.ifec.org.hk/web/en/about-ifec/invitation-to-tender.page>

If your company is interested in providing the services described in the Invitation to Tender, please express interest to the IFEC at peteryau@ifec.org.hk by 16 December 2024 (Monday).

The submission deadline of the tender is 11:00 am on 13 January 2025 (Monday). Please submit and deposit your tender into a TENDER BOX by the deadline to the following address.

**Investor and Financial Education Council
c/o Securities and Futures Commission
38/F, One Island East
18 Westlands Road, Quarry Bay
Hong Kong**

Late proposals will not be considered.

For and on behalf of the
Investor and Financial Education Council

Ms Michelle Yeung
Head of Investor Education and Stakeholder Engagements
Investor and Financial Education Council

20 November 2024

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1. About the Investor and Financial Education Council

The Investor and Financial Education Council (IFEC) is an independent public organisation and a subsidiary of the Securities and Futures Commission, dedicated to improving investor and financial education in Hong Kong. The IFEC is supported by the four financial regulators and the Education Bureau. The IFEC promotes and delivers free and impartial investor and financial education resources and programmes through its consumer education platform, The Chin Family, and leads the Financial Literacy Strategy to facilitate stakeholders to deliver more quality investor and financial education to the Hong Kong public. (www.ifec.org.hk)

About the IFEC FinEd Hub

The IFEC continues in its digital transformation journey by launching Hong Kong's first digital investor and financial education experiential learning centre "[IFEC FinEd Hub](#)" as an innovative platform to reach a broader audience in March 2024.

Located at The Mills in Tsuen Wan, the public can visit the Hub free-of-charge by booking in advance to explore themes such as money management, anti-financial scams and investment fundamentals. An array of engaging content, immersive experience and interactive games incorporating key investor and financial education messages are tailored for students, young adults, seniors and families.

2. Background and Objectives

As financial scams continue to rise, combating anti-financial scams has become one of the key focuses of IFEC education works in recent years. The IFEC has been using different channels and formats to promote anti-scams education and messages, including web content, social media posts, videos, talks, media columns, online and outdoor advertisements.

With the launch of the IFEC FinEd Hub, the IFEC would like to try an innovative way by providing an experiential anti-financial scam learning experience in the Hub to the Hong Kong public. **The technical specifications of the Hub will be provided after the tenderers signed and returned the Acknowledgement and Undertaking (Appendix C) to the IFEC. Site visit to the Hub can be arranged upon requests.**

The new anti-financial scams game/experience targets to serve the following objectives:

- Provide the Hong Kong public with an immersive and interactive experience to raise awareness of common types of financial scams.
- Raise awareness of financial scam tactics and remind the public to remain vigilant.
- Strengthen financial literacy of the public and drive their behavioural changes.

3. Invitation to Tender and Interpretation

The IFEC invites Tenderers to submit written proposal(s) for the development of an immersive and interactive anti-financial scam game/experience at the IFEC FinEd Hub.

In this document, the following terms shall have the following meanings:

"Project" means the project described in Section 4;

“Tenderer” means the person(s) or corporation(s) tendering for the Project;

“Contract” means a formal agreement to be entered into between the IFEC and the Contractor in relation to the Project containing such terms and conditions as the parties shall agree including (but not limited to) those terms set out in Section 7 hereof (unless the same shall have been modified by the IFEC); and

“Contractor” means the Tenderer whose tender is accepted by the IFEC.

4. Requirements, Deliverables and Budget

The IFEC is inviting proposals for developing an immersive and interactive anti-financial game/experience in the IFEC FinEd Hub. The new anti-financial game/experience is for the general public and should be capable of simultaneously accommodating dozens of participants (primarily for the group bookings like schools, elderly centres, corporations on weekdays but it would be nice if it could also be suitable for individuals or families on weekends). Ideally, the new anti-financial game/experience should be around 20-30 minutes.

The IFEC welcomes creative ideas and new options that can effectively achieve the project objectives, and is open to various formats including games, competitions, journeys, experiences, combination of virtual and physical activities, or any other suitable formats.

A tentative idea is to provide a “haunted house experience”. The “haunted house experience” is not intended to evoke a creepy feeling but rather to offer a highly immersive and interactive environment, enabling participants to form a deep impression and strong recall of different types of common scams and the tricks employed by fraudsters. **Notwithstanding the haunted house idea, tenderers should come up with at least one more alternative idea for IFEC’s consideration.**

Amongst various types of scams, priority should be given to investment-related ones. Scammers employ various tactics to lure investors and gain their trust, such as offering high-return investment opportunities, pretending to be stock gurus, impersonating officials or staff of banks or securities companies, utilising social media and influencers, building close personal relationships, and gradually convincing victims to invest in penny stocks, cryptocurrencies, overseas investments, etc., which operate under pump-and-dump schemes or fraudulent trading apps/platforms.

Examples of common types of scams:

- Ramp and Dump schemes ([唱高散貨騙案](#))
- Romance cum Investment Scam ([網戀投資騙案](#))
- Investment Fraud Involving Uninvited Messages ([白撞訊息/群組投資騙案](#))
- Phone Scammers Impersonating Mainland Officers ([假冒內地執法人員騙案](#); [假冒內地出入境工作人員騙案](#); [偽冒內地通信管理局詐騙電話](#))
- Phone Scammers Impersonating Customer Service Staff ([假冒客服電話騙案](#))
- Employment Fraud: “Click Farm” ([刷單騙案](#))
- Secondary Fraud ([二次詐騙](#))

Major deliverables include but not limit to:

- Design, develop and implement the immersive and interactive anti-financial scam game/experience in the IFEC FinEd Hub including both Chinese version (Traditional Chinese) and English version.
- Provide a detailed timeline and implementation plan.
- Collaborate closely with the IFEC teams and the Hub contractors for the development of digital delivery and experience flow.
- Set up, configure, and program the digital solution, adapting it into the standalone IT infrastructure of the Hub.
- Create all audio-visual and artwork source files.
- Source relevant devices, applications, tools, and materials for the implementation.
- Manage the UAT and trial run processes, conduct user training, and issue test reports for the rectification of defects.
- Prepare all project documents to the IFEC, including but not limit to presentation materials, drawings, progress reports, meeting minutes, surveys, manuals, and training materials.
- Provide a warranty period of up to six months after the UAT is satisfactorily completed.

Note: All deliverables are properties of the IFEC. The copyright of all the contents including source files developed by the agency for the project is deemed to be the sole property of the IFEC after project completion.

Budget

Total budget for the whole project, as well as other optional services, is **HK\$1,500,000** (include all design, production, implementation, warranties, copyrights, and any necessary items, if any).

5. Desired Outcomes

- The Contractor is expected to deliver a holistic plan to develop the new anti-financial scam game/experience and provide innovative and creative ideas to enable the participants experience the scams in an immersive and engaging manner.
- The participants should be able to learn in an interactive way. It can be a fun, surprise or even shocking way depends on the creative ideas and game/experience structure. But in any case, it should not be in a dull and boring experience.
- Education messages should be reinforced so that participants will have a deep impression and strong recall. Participants should learn how to identify financial scams, recognise red flags, and avoid falling prey to scams after engaging in the game/experience. It should be an innovative, engaging and fruitful experience that participants will be happy to share and recommend to their families and friends.

6. Timeline

Date	Milestone
20 November 2024	Issue of tender
16 December 2024	Expression of interest
11:00AM, 13 January 2025	Deadline for submission of tender
Mid-February 2025	Presentation by shortlisted tenderers
March 2025	Appointment of contractor
April to September 2025	Design, development and implementation
October to December 2025	UAT and debug
January 2026	Launch

7. Notes to Tenderers

7.1 Insurance

Without prejudice to the Contractor's liability to indemnify the IFEC under the Contract, the Contractor shall at its own expense maintain for the benefit of, and in the joint names of, the Contractor and the IFEC the following insurance policy covering the period from the date of the Contract to the completion of the Project:

Public Liability Insurance - in respect of personal injury, death, loss and damage to property, up to an indemnity limit of HK\$30,000,000 per occurrence, arising out of or being caused by the carrying out of the Contract by the Contractor, its employees or agents.

7.2 Intellectual property

Subject to the terms of the royalty and other relevant copyright agreements, the IFEC shall have full, unrestricted and exclusive rights to use the products and services listed out in Section 4 including the right to make any future adjustments to the contents of the products.

The Contractor is not allowed to use the products for any purpose other than those set out in the Contract, without the prior consent and authorisation of the IFEC in writing.

The Contractor shall warrant that the Project or any part of it produced by the Contractor or on its behalf will not infringe any patent, trademark, copyright, registered design or other intellectual property rights of any third party and agree to indemnify the IFEC for any such claim, liability, proceedings and costs arising therefrom.

7.3 Financial reports

Before signing of the Contract, the Tenderer must provide proof of their financial position for vetting by the IFEC.

7.4 Publicity

The Contractor shall not publish or use any advertising or other publicity material in connection with the Project nor include the name of the IFEC in its list of clients without the prior written consent of the IFEC.

7.5 Environmental requirements

The Contractor shall take all precautions to avoid any nuisance or damage to the environment arising from the execution of the Contract.

8 Guidelines for Tenderers on proposal submission

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

If your company is interested in providing the services described in the Invitation to Tender, please express interest to the IFEC at peteryau@ifec.org.hk by 16 December 2024 (Monday). The technical specifications of the IFEC FinEd Hub will be provided after the tenderers signed and returned the Acknowledgement and Undertaking (Appendix C) to the IFEC. Site visit to the Hub can be arranged upon requests.

8.1 Preparation and submission of proposals

- (a) In your proposal, the charges for each item must be separately quoted with the total cost for the services provided.

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

- (b) All proposals must be submitted in writing.

One hardcopy of each proposal must be provided, together with a softcopy on CD-ROM or DVD-ROM or USB. The softcopy should be in Microsoft Word format or Adobe Acrobat format.

The IFEC will not consider any proposal that is submitted in writing but without the accompanying softcopy.

- (c) Written proposals should be marked with the reference **“Development of an immersive and interactive anti-financial scam experience at the IFEC FinEd Hub”**, and must be submitted in a sealed envelope and deposited into a TENDER BOX at the following address:

**Investor and Financial Education Council
c/o Securities and Futures Commission
38/F, One Island East
18 Westlands Road, Quarry Bay
Hong Kong**

- (d) Proposals must be received by the IFEC at the above-mentioned address **on or before 11:00 am on 13 January 2025 (Monday)**. The IFEC will not consider any late proposals.

In case a rainstorm black warning or typhoon signal no. 8 or above is hoisted or remains hoisted between 9:00 am and 11:00 am on the tender closing date, the tender closing time will be extended to 11:00 am on the next working day following the affected closing date.

- (e) Each proposal must be separated into the following parts:

- Technical Part describing the proposal, project plan and schedule; tenderer should at least provide two creative ideas: (1) how to design and implement the “haunted house” idea as described in Section 4, and (2) come up with one more creative idea that the tenderer believes can best achieve the project objectives and desired outcomes.
- Price Schedule;
- Letter: and
 - a. 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 9 of this invitation to tender;
 - b. stating the period that the offer is to remain open;
 - c. undertaking to negotiate in good faith to finalise promptly the Contract and to commence work immediately thereafter;
 - d. containing an acknowledgement and agreement that the IFEC:
 - is not bound to accept the lowest tender or any tender;
 - reserves the right to make changes to the specifications; and
 - will not defray any expenses incurred in tendering and/or in negotiating the Contract, whether successful or otherwise
 - e. signed by the Tenderer (in the case of an individual) or a duly authorised officer of the Tenderer (in the case of a company).
- Acknowledgement and Undertaking

For the proposal’s hardcopy as well as its softcopy, the Technical Part, the Price Schedule and the Letter must be submitted as separate documents 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 Appendices A (Technical Part) and B (Price Schedule).

- (f) By making a proposal in response to this invitation to tender, the Tenderer will be treated as having made an offer to the IFEC. The Tenderer should clearly state in its proposal how long its offer will remain open. In order to allow the IFEC 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.
- (g) Documents of unsuccessful Tenderers will be destroyed by the IFEC.

8.2 Queries regarding this invitation to tender or proposals made in response

(a) If the IFEC considers that any aspect of a proposal requires clarification from the Tenderer, the IFEC may request that the Tenderer to:

- supplement its proposal; or
- respond to the IFEC's queries verbally or in writing, or in any manner that the IFEC deems fit.

(b) Any queries regarding this invitation to tender should be made to:

Mr Peter Yau

Manager, Investor Education and Stakeholder Engagements
Investor and Financial Education Council
54/F, One Island East, 18 Westlands Road, Quarry Bay, Hong Kong
Telephone: 2700 6066
Email: peteryau@ifec.org.hk

Mr Eric So

Manager, Investor Education and Stakeholder Engagements
Investor and Financial Education Council
54/F, One Island East, 18 Westlands Road, Quarry Bay, Hong Kong
Telephone: 2700 6002
Email: ericso@ifec.org.hk

8.3 Evaluation of proposals

There are two parts to the IFEC's evaluation process in the order of: (1) evaluation of the Technical Part and (2) evaluation of the Price Schedule. The Price Schedule will only be considered after the IFEC has evaluated the Technical Part. While pricing is one of the considerations, the IFEC will not make a selection based solely on price alone.

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

a.	Comprehensiveness, adequacy and depth of service (agency can propose service exceeding what are requested under Service Requirements)
b.	Company background, experience and expertise
c.	Quality of proposal(s)
d.	Feasibility and flexibility of implementation plan, execution and management support to the Project
e.	Project team and resources

The IFEC reserves the right to shortlist the Tenderers, based on the above-mentioned criteria and

only the shortlisted Tenderers shall be required to make presentations of their proposals for the IFEC's final evaluation.

8.4 Notification of results and rejection of proposals

The IFEC will notify each Tenderer by post and/or e-mail within 14 days upon the finalising of its shortlist of tenderers as to whether or not the tenderers have been shortlisted by the IFEC.

The IFEC will notify each shortlisted Tenderer by post and/or e-mail within 14 days of IFEC finalising its selection process as to whether or not its tender has been accepted by the IFEC.

The IFEC retains the right to reject any or all tenders submitted for any reason whatsoever.

8.5 Acceptance

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

9 Payment and other terms

9.1 Payment terms

The IFEC has a performance-based payment policy, under which payments will generally be made to the Contractor on actual delivery of services or products.

Wherever possible, and if the IFEC considers appropriate in the circumstances, the IFEC may make payments to the Contractor for each phase of the Project subject to agreement with the Contractor.

9.2 Termination of service

The Contractor 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 IFEC in its opinion concludes that the Contractor is in breach of the Contract or does not provide the level of services required by the IFEC, the IFEC shall have the right to terminate the Contract by notice in writing to the Contractor.

9.3 Revision of tenders

Revisions are not normally permitted unless in cases of manifest error or where the IFEC has consented to the changes as when revisions are necessitated by detailed discussions or changes to project or specification requirements. All revisions or amendments must be made and documented in writing and signed by both the IFEC and the Tenderer.

9.4 Sub-contracting of services

If the Tenderer wishes to sub-contract any part (or all) of its obligations under its proposal (e.g., shooting), this must be clearly specified in the proposal. The Tenderer must also clearly specify in the proposal the precise services or obligations intended by the Tenderer to be sub-contracted. Tenderers shall seek prior written approval from the IFEC for the sub-contractors they propose. The IFEC reserves the right to disapprove any proposed sub-contracting or reject any sub-contractors

proposed by the Tenderer.

9.5 The incorporation of proposals into the Contract signed with the IFEC

Any proposals and responses to the IFEC's inquiries submitted by the Contractor may form part of the Contract made between the IFEC and the Contractor.

Every representation by the Contractor (whether of fact or performance, and whether set out in the proposal or otherwise) will be incorporated as warranties in the Contract between the IFEC and the Contractor. Therefore, any statement of fact or performance that the Tenderer does not wish to be treated as a warranty should be clearly indicated in the proposal.

9.6 Confidentiality and avoidance of conflicts

The Contractor shall undertake that it and its sub-contractors shall keep all information concerning the IFEC that comes into its possession confidential save and except information which is already available to the public but not as a result of any leakage of such information by the Contractor. All information, documents, drawings, samples, models, etc. relating to the IFEC (collectively "Confidential Information") that may be supplied to the Tenderers during the tender process shall be treated as confidential by each Tenderer and shall be used only for the purpose for which it was disclosed and shall not be disclosed to any third party. For details, please refer to the Acknowledgement and Undertaking (Appendix C). Each Tenderer shall at the completion of the tender process, upon request, return to the IFEC all Confidential Information together with all copies and extracts thereof in whatever medium it has been recorded.

9.7 Cost and expenses

All work done or services performed for the purposes of preparing the proposal are on the Tenderers' own account and not recoverable from the IFEC. The IFEC will not defray any expenses incurred in the tender process and/or in respect of the negotiation of the Contract.

9.8 Conflicts of interest

The Tenderer must have no interest which conflicts, or has the potential to conflict, with its duties to the IFEC under the proposal. If the Tenderer has any interest which conflicts, or has the potential to conflict, with its duties to the IFEC under the proposals, 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).

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:

1. Executive summary

This section should provide a full summary of the proposal.

2. The proposal and service plan

This section should describe the proposal in detail and explain how the proposal meets the conditions and requirements set out in Section 4, and describe any limitations and compatibility issues associated with the proposal.

3. Exceptions to the IFEC's conditions and requirements

If the Tenderer wishes to propose alternatives to the IFEC's conditions and requirements, these alternatives should be specified here. The Tenderer should explain:

- (a) why the IFEC's conditions and requirements do not provide the IFEC with the best solution in the circumstances; and
- (b) the ways in which the Tenderer's alternatives are better.

4. Vendor profile and credentials

The Tenderer should provide full details of its company profile. This should include the following:

- (a) the company's organisation, background and history;
- (b) the company's financial strength, supported by the latest audited report or financial summary;
- (c) a list of clients served in the past three years and a list of awards received for works similar to the Project handled in the past three years (if any);
- (d) its experience in and references for similar projects, especially those involving work done for statutory or public bodies;
- (e) other relevant information (e.g. sample works); and
- (f) names, years of experience and profiles of key personnel to be assigned to implement the Project.

5. Appendices

(a) Project team and structure

Names, qualifications and work experience of persons proposed to be assigned to implement the Project and the team structure.

(b) Other relevant information

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

(c) Contact details

The tender should include details of all contact persons.

Appendix B - Price Schedule

This part should contain all of the following:

1. Fees

- (a) All fees must be quoted in Hong Kong Dollars.
- (b) All fees should be properly itemized and explained.
- (c) The price quoted should be net and where applicable, they shall include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract by the Contractor.
- (d) Price quoted
It will be assumed, unless the Tenderer clearly stipulates otherwise, that the price quoted by the Tenderer will remain valid and unchanged for the duration of the Contract. If, however, the Tenderer wishes to submit a conditional offer which contains a price variation clause, he may do so, with the clear understanding that such an offer may prejudice the award of the Contract. In any such case the basis of the price variation formula should be clearly stipulated and accepted by the IFEC in writing.
- (e) Accuracy of tender prices
Tenderers should make sure that the prices quoted are accurate before submitting their quotations. Under no circumstances will the IFEC accept any request for price adjustment on grounds that a mistake has been made in the tender price quotation.

2. Payment terms and arrangements

Payment must correlate with major milestone dates or achievements or deliveries, in accordance with the IFEC's performance-based payment policy (see Section 9 "Payment and other terms" above).

3. Agreement or Acknowledgement

The Fee Schedule shall also include an agreement or acknowledgement that the IFEC:

- is not bound to accept the lowest quotation;
- reserves the right to make changes to the specifications and conditions under the Invitation to Tender; and
- will not defray any expenses incurred in the tendering process and/or negotiating the Contract, whether successful or otherwise.

Appendix C - Acknowledgement and Undertaking

The Investor and Financial Education Council (“IFEC”) is a wholly owned subsidiary of the Securities and Futures Commission (“Commission”). Provisions of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (“SFO”) and the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Chapter 615 of the Laws of Hong Kong) (“AMLO”) may, to the extent applicable, apply to the performance of function(s) delegated to IFEC, as circumstances require.

Acknowledgment in relation to the requirements for preservation of secrecy under section 378 of the SFO and sections 76A to 76G of the AMLO, and avoidance of conflict of interests under section 379 of the SFO and section 53ZTW of the AMLO (together, the “**Specified Provisions**”).

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

To: _____

I. Preservation of Secrecy Requirements

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

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

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

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

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

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

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

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

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

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

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

II. Conflict of Interests

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

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

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

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

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

- (1) Any member of the Commission or any person performing any function under the AMLO (the member or person called in this section a ***specified person***) must not directly or indirectly effect

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

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

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

In the Specified Provisions, the term "person" has the meaning attributed to it in section 3 of the Interpretation and General Clauses Ordinance (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 the Specified Provisions, and understand that these sections (in particular, sections 378(1) and 379(1), (2)

and (3) of the SFO and sections 53ZTW(1), (2) and (3) and 76B(1) and (2) of the AMLO) impose statutory obligations on me/us. I/We further confirm that I/we understand and agree to be bound by the Specified Provisions.

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:

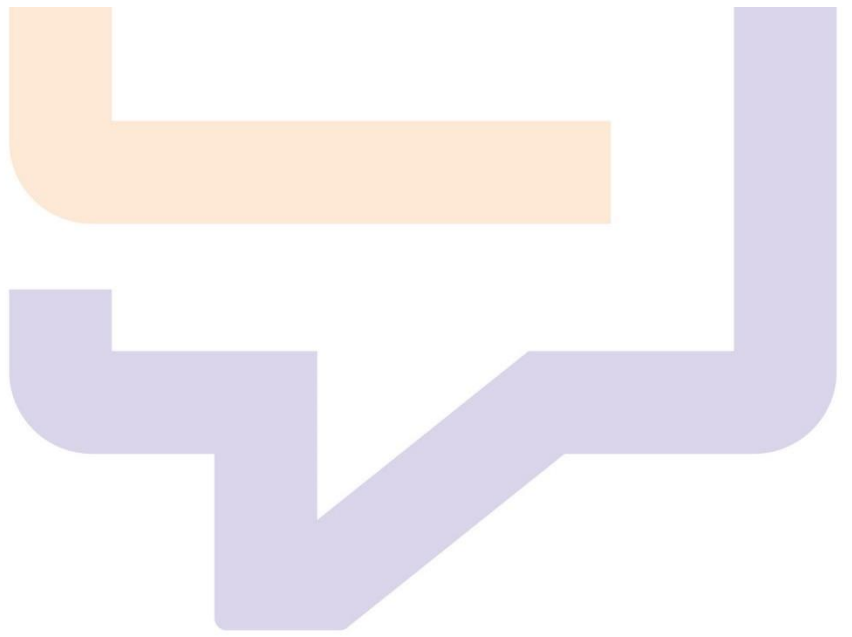
Witnessed by:

Signature

Name:

Title:

Date:



54/F, One Island East, 18 Westlands Road, Quarry Bay, Hong Kong

☎ +852 2700 6000

📠 +852 2297 3300

🌐 www.ifec.org.hk

