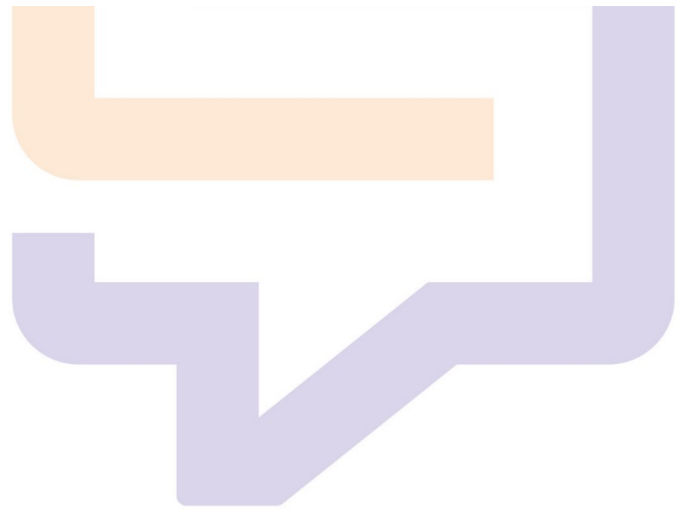
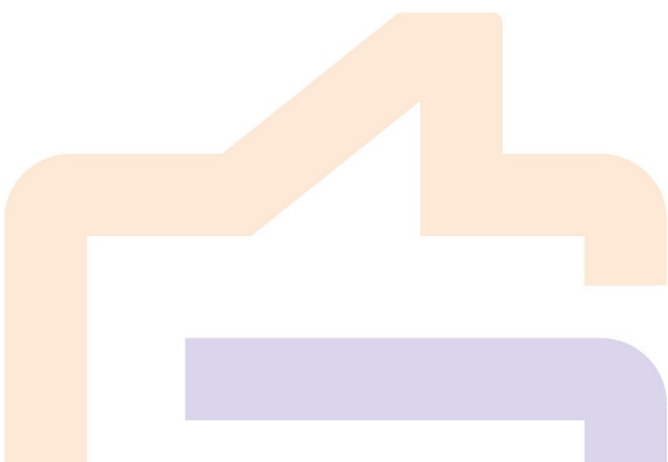




投資者及理財教育委員會
Investor and Financial
Education Council



Invitation to tender for Financially Literate Schools



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Invitation to Tender

Financially Literate Schools

The Investor and Financial Education Council (IFEC) is pleased to invite your company to submit a proposal in respect of 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 submit your tender to the IFEC in a sealed envelope and deposited into a TENDER BOX by **2:30 pm on 18 January, 2021 (Monday)** to the following address.

Tender Box
Investor and Financial Education Council
c/o Securities and Futures Commission
54/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 Miranda Lam
Manager, Marketing and Programmes
Investor and Financial Education Council

18 December 2020

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1. About the Investor and Financial Education Council

The Investor and Financial Education Council (IFEC) is a subsidiary of the Securities and Futures Commission (SFC) which is an independent statutory body to regulate Hong Kong's securities and futures markets. Established in 2012 and supported by the four financial regulators and the Education Bureau, the Investor and Financial Education Council (IFEC) is an organisation dedicated to improving financial literacy in Hong Kong. The IFEC manages an independent and impartial financial education platform, The Chin Family (TCF), which provides free information, resources and programmes to help people in Hong Kong plan and manage their finances.

2. Project background

The Financially Literate Schools programme (the Project) is targeting at primary schools in Hong Kong was launched in school year 2018/19. In the first three years, near 20,000 students from 20 primary schools in Hong Kong have benefitted from the programme.

Under the whole-school approach, financial education (FE) is provided to primary school students through curriculum teaching and non-curriculum initiatives. Continuous school-based support is offered to the schools in the programme to ensure that they can formulate school-based action plans and guidelines for implementing whole-school FE. Training is provided to teachers, parents and social workers. More details of the current programme is available at:

<https://www.fed.cuhk.edu.hk/fls>.

The objectives of the Project is to enable primary school students to learn required FE knowledge at their age holistically. We are seeking a "Contractor" to deliver and excel the Project in the coming three years, with an additional element to enhance the reach throughout primary schools in Hong Kong with digital learning and best practice sharing.

3. Invitation to tender and interpretation

The IFEC invites tenders (in the form of written proposals) to deliver the Project.

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

"Project" means the project described in Sections 4 and 5 hereof;

"FLS" means the schools recruited for the Project;

"Tenderer" means the person or persons or corporation 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 6 hereof (unless the same shall have been modified by the IFEC);

"Contractor" means the Tenderer whose tender is accepted by the IFEC.

4. Project overview, deliverables and requirements

The term of this Project will commence from May 2021 to 31 August 2024. This tender consists of two major tasks, Task A and Task B as set out below. Tenderers are required to provide separate proposals for these two tasks if they are interested in servicing the IFEC for both tasks, which is preferable for better programme implementation and synergies.

4.1 Task A: Develop and provide school-based support for 20 FLS in three school years, who will act as role models to inspire more schools to incorporate FE in their daily teaching.

4.1.1 Objectives and expected outcomes:

- (a) Identify, recruit and liaise with schools with high readiness to become FLS. While support to FLS will be more intensive in their first year joining the Project, professional support will continue to be provided to them in the second year. The same logic applies to FLS joining in subsequent years;
- (b) students studying in the FLS will be provided with the opportunity to develop most financial competencies at their level as outlined in the Hong Kong Financial Competency Framework (FCF) developed by the IFEC;
- (c) provide school-based support to teachers so that FLS can seek help and advice from academic experts on FE teaching;
- (d) work with FLS to formulate their school-based action plans for implementing whole school FE (curriculum teaching and non-curriculum initiatives) and guide for implementation;
- (e) guide FLS to develop teaching and learning materials such as lesson plans, in-class activities, and home activities with parents, etc.;
- (f) offer school-based professional development programme to teaching staff and social workers;
- (g) offer workshops to parents to teach them how to teach their children about money matters at home, reinforcing the education messages learnt at school;
- (h) assist in formulating assessment mechanism for quality assurance;
- (i) conduct programme evaluation, provide periodical reports for further refinement;
- (j) establish platforms to share and further promote the benefits of the Project, including but not limited to open opportunities to both FLS and non-FLS for the professional development workshops, open classes, online forums, accessing the teaching and learning materials; and
- (k) set up mechanism so that FLS will be able to sustain FE on their own after the support period.

4.1.2 When developing proposed ideas, please also consider the possibility of school suspension and how to address it.

4.2 Task B: Develop digital FE learning platforms for FLS and non-FLS use to extend the programme reach.

4.2.1 Objectives and expected outcomes

- (a) develop or leverage existing digital learning tools/platforms to provide engaging FE learning opportunities for students and best practice sharing for teachers;
- (b) engage FLS to develop student self-learning opportunities and teaching/learning

resources for the digital learning tools/platforms, with an aim to extend the use to non-FLS;

(c) conduct evaluation and provide periodical reports for further refinement.

4.3 Tenderers are welcome to submit proposal(s) for Task A or both tasks, in view of the Contractor's required experiences and expertise. The IFEC is at its discretion to award specific area(s) of work listed in Section 4 to suitable Contractor(s) based on its/ their capability, relevant experience, proposed ideas, project team, resource commitment and fees structure etc.

On top of the minimum requirement as set out in Appendix B, the proposal(s) should include the following items:

- a) company's credentials;
- b) size and relevant experience of the project team;
- c) proposed strategies and plans as described in Section 4;
- d) summary of project plan with timeline; and
- e) fees structure and estimates.

Please refer to Section 7.3 for "Evaluation of proposals".

5. Key milestones

Below are the tentative key milestones as set out in the proposed project schedule:

Date	Deliverables
18 Dec 2020	Issue of tender
2:30pm, 18 January 2021	Deadline for submission of tender
Week of 1 February 2021	Presentation by shortlisted tenderers
March 2021	Appointment of Contractor for this tender
June 2021	Confirm FLS for 2021/22 school year
September 2021	Official start of the Project

6. Notes to tenderers

6.1 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\$10,000,000 per occurrence, arising out of or being caused by the carrying out of the Contract by the Contractor, its employees or agents.

6.2 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 broadcast, show and disseminate them in any media and its IFEC websites and to exploit the products for any purpose, and the right to make any future adjustments to the contents of the products.

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

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.

6.3 Financial reports

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

6.4 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 IFEC.

6.5 Environmental requirements

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

7. 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, 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.

7.1 Preparation and submission of proposals

7.1.1 What must the proposals cover?

In your proposal, the charges for each item must be separately quoted with the total cost for the production.

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.

7.1.2 What form must the proposals take?

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 (version 6 or above) or Adobe Acrobat format (version 4 or above).

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

7.1.3 To whom must the proposals be submitted?

Written proposals should be marked with the reference “Financially Literate Schools” and must be submitted in a sealed envelope and deposited into a TENDER BOX at the following address:

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

7.1.4 What is the deadline for submission of the proposals?

Proposals must be received by the IFEC at the above-mentioned address **by 2:30pm on 18 January 2021 (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 9:00am and 2:30pm on the tender closing date, the tender closing time will be extended to 2:30pm on the next working day following the affected closing date.

7.1.5 How must proposals be set out?

Each proposal must be separated into the following parts:

- a) Technical Part describing the proposal, project plan and schedule;
- b) Price Schedule; and
- c) 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 4 of this invitation to tender;
 - ii. stating the period that the offer is to remain open;
 - iii. undertaking to negotiate in good faith to finalise promptly the Contract and to commence work immediately thereafter;
 - iv. containing an acknowledgement and agreement that the IFEC:
 - (i) is not bound to accept the lowest tender or any tender;
 - (ii) reserves the right to make changes to the specifications; and
 - (iii) 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 authorised officer of the Tenderer (in the case of a company).

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 B (Technical Part) and C (Price Schedule) to this invitation to tender.

7.1.6 How long should Tenderers' offers remain open?

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.

7.1.7 How will the documents of unsuccessful Tenderers be handled?

Documents of unsuccessful Tenderers will be destroyed by the IFEC.

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

7.2.1 What if the IFEC has any queries about a particular proposal?

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

- (a) supplement its proposal; or
- (b) respond to the IFEC's queries orally or in writing, or in any manner that the IFEC deems fit.

7.2.2 What if the Tenderer has any queries?

Any queries regarding this invitation to tender should be made to:

Ms Miranda Lam

Manager, Marketing and Programmes
Investor and Financial Education Council
54/F One Island East
18 Westlands Road, Quarry Bay
Hong Kong
Telephone: 2700 6070
Fax: 2297 3300
Email: mirandalam@ifec.org.hk

7.3 Evaluation of proposals

7.3.1 How does the IFEC evaluate valid proposals that it receives?

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. The IFEC will **not** make any selection based solely on price. So the lowest of any tenders will not necessarily be accepted.

7.3.2 Evaluation of the technical part

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

(a)	Completeness and adequacy of the proposal according to the requirements as stipulated in this invitation to tender (including the time allowed for completion of the Project)	20%
(b)	The Tenderer's background and related experience which the Tenderer has in conducting similar project of this scale; background and structure of the project team and their knowledge of the Project's objectives	30%
(c)	Quality of the proposed ideas and content	30%
(d)	Feasibility of implementation plan, execution and management support to the Project	20%

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.

7.4 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 to present to the tender panel.

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.

7.5 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.

8. Payment and other terms

8.1 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.

8.2 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.

8.3 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.

8.4 Sub-contracting of services

If the Tenderer wishes to sub-contract any part (or all) of its obligations under its proposal, 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.

8.5 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.

8.6 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 D). 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.

8.7 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.

8.8 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 – References

About the Investor and Financial Education Council (IFEC)

<http://www.ifec.org.hk>

About the current Financially Literate Schools Programme

<https://www.fed.cuhk.edu.hk/fls>

Hong Kong Financial Competency Framework (FCF)

<https://www.ifec.org.hk/web/en/about-ifec/fls/competency-frameworks.page>

Electronic learning platforms: Robot4SEN

<http://robot4sen.org/>

Appendix B – 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

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. Tenderer 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 C - Price schedule

This part should contain all of the following:

1. Fees schedule

1.1 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.

1.2 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 8 "Payment and other terms" above).

1.3 Agreement or Acknowledgement

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

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

Appendix D – Acknowledgement and Undertaking

The IFEC is a wholly owned subsidiary of the Securities and Futures Commission (“Commission”) created under the Securities and Futures Ordinance (“SFO”). Provisions under the SFO may, to the extent applicable, apply to the performance of function(s) delegated to the IFEC, as circumstances require.

You should, in particular, be aware that statutory provisions require -

Preservation of secrecy pursuant to section 378 of the SFO and in particular subsection (1) of that section.

Avoidance of conflict of interests pursuant to section 379 of the SFO and in particular subsections (1), (2) and (3) of that section.

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 authorised signatory (in the case of an entity)

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

Date

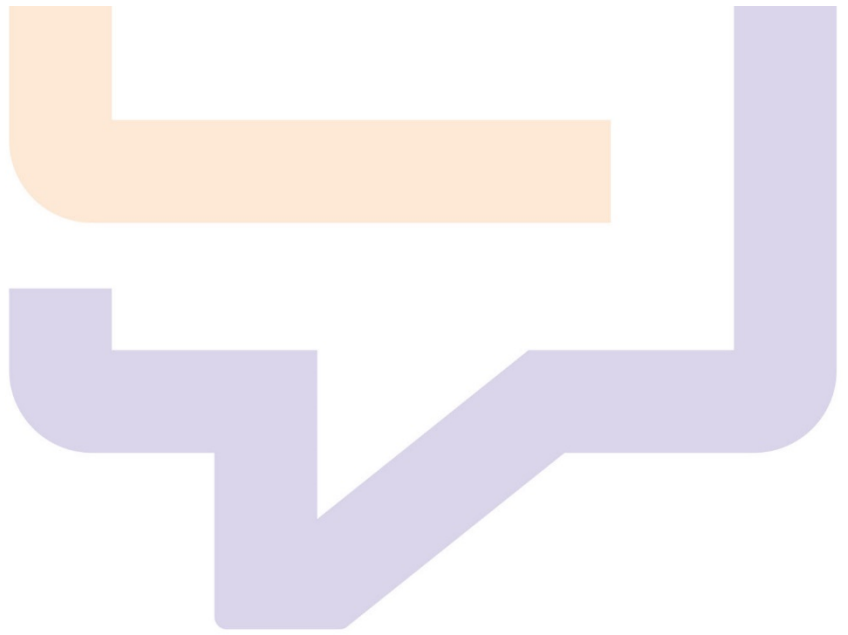
Witnessed by:

Signature

Name

Title

Date



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