



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

Invitation to Tender for Provision of Transcription Services

1 November 2016



Invitation to Tender for Provision of Transcription 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 is available for download from the “Invitation to tender” under “Others” 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** on **1 December 2016** (the “Closing Date”). Late proposals will not be considered.

For and on behalf of the
Securities and Futures Commission

Lorraine Ma
Manager of Enforcement



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INTRODUCTION

1. Background

- 1.1 The Securities and Futures Commission (SFC) strives to promote fairness in the markets, protect the investing public and minimise crime and misconduct through taking firm and decisive enforcement actions against offenders. Forensic interviews and resultant transcripts are not only critical steps in investigative process, but also valuable sources of evidence in legal proceedings.
- 1.2 Reliable and accurate interview transcription is very important for us in delivering our regulatory functions. The SFC sets high standards for its verbatim transcripts to ensure that the conduct of interviews are accurately transcribed. During the financial year 2015/2016, the SFC audio recorded over 2,000 hours of interviews, the majority of which were in Cantonese and the rest were in Mandarin and English.
- 1.3 Professional court reporting may be required to enable us having reliable court testimony in the event of legal proceeding. Depending on the nature of proceedings, verbatim transcripts of court testimony may be required to be delivered on a real-time basis or within very short period of time. During the financial year 2015/2016, the SFC has a number of tribunal hearings where real-time reporting and transcription service were engaged.

2. Invitation to tender and interpretation

- 2.1 The SFC now invites tenders for the provision of Transcription Services. We would like to enter into a contract with one or more than one service provider(s). The contract will be entered for a period of two years from the date of commencement and may be renewable depending on performance, quality of work, price and level of service.
- 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 provision of Transcription 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);
 - “Tenderer” means the person or persons or corporation tendering for the project and includes the executors or administrators and permitted assigns of such person or persons and the successors and permitted assigns of such corporation; and
 - “Transcription Services” means the process of conversion of interview recordings and/or testimony in English, Cantonese or Mandarin into text form, wherein every utterance of the audio is transcribed.



REQUIREMENT SPECIFICATION

3. Basic requirements

- 3.1 The service provider(s) shall provide transcripts of interviews conducted in English, Cantonese or Mandarin and copies of transcripts as requested by the designated officer (as described in the Contract) within the time limits specified.
- 3.2 The service provider(s) shall provide real-time transcription of testimony for parties to the hearing as requested by the designated officer.
- 3.3 All transcripts shall be verbatim. They shall include uhs, ums, stutters, false starts, distracting speech patterns, repetition and remarks etc.
- 3.4 Transcripts shall be produced in accordance with the page specifications, format requirements and style set out in the “Guidelines for the preparation of audio / video tape transcripts and their translations” of the HKSAR Judiciary website (www.judiciary.gov.hk/en/crt_services/pphlt/pdf/engtape.pdf) or in accordance with any future standards as defined by SFC from time to time.
- 3.5 For real-time transcription, the service provider(s) shall have the necessary resources and equipment to provide onsite and remote connections to the users of real-time transcription.
- 3.6 For audio / video tape transcription, the service provider(s) will be required to complete the transcription with the following five levels of turnaround time (one of which levels will be selected by the designated officer for each individual request):
 - a) Within 24 hours; or
 - b) Within 3 working days; or
 - c) Within 7 working days; or
 - d) Within 14 working days; or
 - e) Within 21 working days.
- 3.7 Material to be transcribed will include but not limited to the following types:
 - a) Records of interview / testimony; and/or
 - b) Any other video and / or audio recordings in the course of investigation.
- 3.8 Transcripts shall be delivered in Microsoft Word® format through email or other format as prescribed by the case officer of SFC. The transcript for each interview or testimony shall be delivered in a single file.
- 3.9 The copyright in all material shall be the property of SFC, which reserves the right to reproduce without restriction any transcript as may be required for legal proceedings.
- 3.10 In any dispute which may arise in assessing the accuracy of any transcript provided, the view of SFC will be final.



4. Security requirements

- 4.1 The service provider(s) must provide a secure and confidential transcription facility. Service provider(s) shall ensure that they have sufficient safeguards and measures in place to deal with confidential and sensitive documents, including but not limited to IT security over the data, physical security of materials, etc.
- 4.2 The service provider(s) shall not provide audio/video recordings, transcripts, or copies of transcripts, to any person other than the designated officer or persons as prescribed by the designated officer of SFC. All the audio/video recordings shall be returned to the SFC at the completion of each transcription request. Upon request by the SFC, the service provider(s) shall permanently remove from its internal system all data related to the Transcription Services.
- 4.3 Information about audio/video recordings and transcripts is strictly confidential and should be protected in a highly secure manner. Tenderer must be aware that leaking confidential information violates section 378 “Preservation of Secrecy” of the Securities and Futures Ordinance (SFO). Please be reminded that if you contravene section.378(1) of SFO, you commit an offence under the SFO and is liable:
- on conviction on indictment to a fine of \$1,000,000 and to imprisonment for two years; or
 - on summary conviction to a fine of \$100,000 and to imprisonment for six months
- 4.4 If there is any change of employment of the transcribers, they are still subject to the Secrecy provision of the SFO and should keep all information obtained during their contract service strictly confidential.

All video / audio transcription shall be performed at the service provider(s)' business premises where data security measures are put in place. Unless prior written consent is obtained from the SFC, the service provider(s) shall not perform any part of the Transcription Services outside of its business premises. However, such consent may not necessarily be granted due to confidentiality concerns.

5. Qualification and experience

- 5.1 The service provider(s) must ensure that those transcribers to be used are sufficiently experienced, have any necessary qualifications and meet other requirements in this Invitation to Tender. The SFC may ask for details of the experience and qualifications of the transcribers who will be delivering the service once a Contract has been awarded.
- 5.2 The volume of transcription work varies from time to time. The service provider(s) will expect fluctuations in workload without advance notification. They must ensure that there is a sufficient level of trained and competent staff to deliver the Transcription Services.

6. Quality

- 6.1 It is imperative that the quality of service provided is of the highest order. To this end the service provider(s) must be able to demonstrate a strong commitment to quality.



The service provider(s) will provide details of their quality plan to the SFC and this will set out the steps to be taken to ensure delivery of the required level of performance.

- 6.2 The performance of the services will be monitored by the SFC on an ongoing basis. Amongst the items of key interest to the SFC will be:
- a) The accuracy of transcripts provided; and
 - b) The adequacy of quality control procedures; and
 - c) The adherence to security and confidentiality requirements; and
 - d) The adherence to deadlines; and
 - e) The fulfilment of requirements under the Contract.
- 6.3 Upon commencement of the Contract, the service provider(s) shall establish a prompt and ongoing feedback mechanism to ensure that performance requirements are met and statistics are regularly reviewed for the continuous improvement of services throughout the period of the Contract.
- 6.4 The SFC reserves the right to reject and / or return any transcript which in its opinion is substandard or not in accordance with the requirements specified. Service provider(s) shall take prompt corrective action within the turnaround time as prescribed in each request for Transcription Services. They shall bear all costs and expenses involved in such an event.
- 6.5 A year after commencement of the Contract, the service provider(s) shall submit a draft management plan to effectively manage and improve performance during the course of the following year. The plan will address the issues as agreed by the parties and will include a description of how the service provider(s) will manage the delivery of service during the following year taking into account factors such as changes required by the SFC, trends in workload and issues arising from the previous year's performance.
- 6.6 Any failure by a service provider(s) to meet the prescribed turnaround time will entitle the SFC to withhold or deduct payment depending on the degree of late delivery.



GUIDELINES FOR TENDERER

These guidelines are intended to provide Tenderer 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.

7. Preparation and submission of proposals

7.1 What must proposals cover?

- Tenders must be completed in accordance with the requirements specified and all appendices must be complied with and completed where necessary. Tenders which are incomplete or late will not be evaluated.
- Tenderer 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.

7.2 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.

7.3 To whom must proposals be submitted?

- Written proposals should be marked with the reference "Provision of Transcription 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

7.4 What is the deadline for the submission of proposals?

- Proposals must be received by the SFC at the above-mentioned addresses on or before 1 December 2016.
- The SFC will not consider any late proposals.

7.5 How must proposals be set out?

- Each proposal must be separated into the following parts:



- i. a Technical Proposal;
 - ii. a Price Schedule; and
 - iii. an Offer Letter:
 - a) offering to carry out the transcription work as described in the Technical Proposal for the prices detailed in the Price Schedule in compliance with the "Payment and Other terms" set out in Section 13 - 19 of this Invitation to Tender;
 - b) stating the period that the offer is to remain open;
 - c) undertaking to negotiate in good faith to finalize promptly the Contract and to commence work immediately thereafter;
 - d) 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.
 - e) signed by the Tenderer (in the case of an individual) or a duly authorized officer of the Tenderer (in the case of a company).
- The hardcopy and softcopy of the Technical Proposal, the Price Schedule and the Offer letter must be submitted as separate documents and be placed in separate envelopes. The envelope containing the Technical Proposal must be clearly marked "Technical Proposal". The envelope containing the Price Schedule must be clearly marked "Price Schedule" The envelope containing the Offer Letter must be clearly marked "Offer Letter". Price information must not be specified in the Technical Proposal.
 - Details in relation to what should be specified in each part are set out in Appendix A (Technical Proposal) and B (Price Schedule) to this document.

7.6 How long should tenderers' offers remain open?

- This Invitation to Tender is not an offer by the SFC and should not be so construed. 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, Tenderer 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.



8. Queries regarding the Invitation to Tender or proposal made in response

8.1 The Tenderer shall be deemed to have examined all sections of the Invitation to Tender and such other information as is relevant to the circumstances which could affect the Tender and which is obtainable by reasonable enquiry.

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

8.3 What if a Tenderer has any queries?

- Any queries should be submitted by email or in writing only, not later than 21 November 2016, addressed to:

Lorraine Ma
Manager of Enforcement
Securities and Futures Commission
8th Floor, Chater House
8 Connaught Road Central
Hong Kong

Email: lwsma@sfc.hk

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



EVALUATION OF PROPOSALS

9. Tender evaluation criteria

- 9.1 There are two parts to the SFC's evaluation process: evaluation of the Technical Proposal and evaluation of the Price Schedule (in that order). The Price Schedule will only be considered after the SFC has evaluated the Technical Proposal. The SFC will not make any selection based solely on price.
- 9.2 The SFC 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 | 10% |
| (b) | Company background, the management and service structure proposed, financial standing and related experience in conducting similar services | 30% |
| (c) | Quality and skill base of transcription personnel and quality assurance measures, including: <ul style="list-style-type: none">- qualification and experience of transcribers- measures to ensure accuracy, timeliness and completeness of transcripts- quality assurance system to monitor quality and measure user satisfaction- continuous improvement strategy | 30% |
| (d) | Technical capacity and expertise to meet requirements, including: <ul style="list-style-type: none">- feasibility of process workflow proposed- safeguards and measures to deal with confidential materials- capacity of the tenderer to carry out the services | 30% |
- 9.3 The above criteria are for reference only, which provide Tenderer an indicative guideline of their relative significance. The SFC reserves the right to change the criteria and / or the relative percentage weighting of any item without further notifying the Tenderer.

10. Revision of tender

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

11. Notification of result

- 11.1 During the evaluation period clarification may be sought in writing / by e-mail from Tenderer. Responses to requests for clarification may not materially change any of the elements of the tenders submitted. No unsolicited communications from Tenderer will be entertained during the evaluation period.



- 11.2 The SFC may invite short-listed Tenderer(s) to attend interviews / meetings with the SFC's relevant personal after initial screening for the purpose of elaboration, clarification and / or aiding mutual understanding. The SFC will notify each Tenderer by post and / or e-mail within 14 days of finalising its shortlist as to whether or not they have been selected by the SFC to appear on such shortlist.
- 11.3 Unsuccessful Tenderer(s) will be notified by post no later than 60 days after the Closing Date. The SFC retains the right to reject any or all the Tenders submitted.
- 12. Acceptance**
- 12.1 The SFC reserves the right to select the appropriate Tender on a basis other than the sole criterion of the lowest priced Tender. No Tender (or part thereof) shall be deemed to have been accepted unless and until the execution of the Contract. No Contract shall exist until the execution of the Contract.



PAYMENT AND OTHER SERVICE TERMS

13. Payment terms

- 13.1 Payments for services covered by this Invitation to Tender are on the basis that the SFC will pay on the presentation of invoices which the service provider(s) may only present after delivering the services.

14. Incorporation of proposals into Contract signed with the SFC

- 14.1 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.
- 14.2 The contract period is two years. At the SFC's discretion, the contract may be extended upon contract expiry.
- 14.3 Every representation by the successful tenderer (whether of fact or performance, and whether set out in the proposal or otherwise) will be incorporated as warranties in any Contract between the SFC and such tenderer. The SFC reserves the right to seek an indemnity if tenderer fail to keep these warranties. Therefore, any statement of fact or performance that the tenderer does not wish to be treated as a warranty should be clearly indicated.
- 14.4 Before signing the Contract, the tenderer must provide proof of their financial position for vetting by SFC.

15. Termination of service

- 15.1 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. Subject to consent by the SFC, the Contractor shall be entitled to reimbursement of an amount reflecting the extent and value of the work completed.

16. Sub-contracting of services

- 16.1 Due to the nature and sensitivity of the work as described in this Tender, sub-contracting of services is not permitted. During the course of their work, the awarded tenderer(s) may encounter situations where special and unique language skills from other vendors is required. Under that situation, the awarded tenderer(s) may subcontract that particular work upon SFC's prior written agreement. The SFC reserves the right to reject any sub-contractors.

17. Conflicts of Interest

- 17.1 No tenderer may have any interest which conflicts, or has the potential to conflict, with its duties to the SFC under the proposal. If a tenderer has any interest which conflicts, or has the potential to conflict, with its duties to the SFC under the proposal, the tenderer should clearly state this in its 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).

18. Confidentiality

- 18.1 All information presented in or as a result of this invitation to tender, including information disclosed by the SFC 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 SFC.
- 18.2 All responses and other materials submitted in response to this invitation to tender will become the property of the SFC. The SFC 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 invitation to tender unless expressly agreed in writing to protect specifically identified information.

19. Prevention of bribery

- 19.1 A Tenderer shall prohibit its directors, employees, agents, and sub-contractors who are involved in this RFP 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.
- 19.2 The Tenderer 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.



GRIEVANCE PROCEDURES

20. Grievance procedures

- 20.1 The SFC, as a public body, has a duty to conduct its affairs in a responsible and transparent manner. We therefore have put in place in the Grievance Procedures with effect from 1 April 2004. The policy on Public Interest Grievances is intended to assist persons engaged by or who work in/with the SFC who believe that they have discovered improper practices or misconduct relating to the running of the SFC or work-related activities of employees of the SFC to report these in a constructive manner.
- 20.2 This policy is for any person who has an employment contract with the SFC, is on secondment to the SFC, is engaged as an independent consultant by the SFC or is a Contractor or supplier of services to the SFC. Public Interest Grievances might include:
- a. Criminal activity, such as accepting a bribe;
 - b. Financial or administrative malpractice;
 - c. Misconduct or improper behavior;
 - d. Failure to comply with legal obligations such as those set out in the Securities and Futures Ordinance;
 - e. Endangering occupational health or safety;
 - f. Attempts to suppress or conceal information relating to any of the above.
- 20.3 The Policy on Public Interest Grievances can be found on the SFC corporate 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.



APPENDIX A – THE TECHNICAL PROPOSAL

The Technical proposal

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 proposed services to be provided.

2. Company profile

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

2.1 The company's background and history

- name, address, telephone number, e-mail address and fax number of Tenderer together with the name and position of the person within the tendering business dealing with the matter;
- date of formation; and
- description of the company's principal areas of activity and company structure.

2.2 The company's financial strength, supported by an audited report or financial summary

2.3 Its experience in similar work

- details of relevant experience where similar work has been carried out including client names, delivery dates, hours of transcription services performed in English, Cantonese and Mandarin respectively and portion of works, if any, subcontracted out for each of the languages in the past 3 years.

2.4 References for similar projects

- Contact details for at least three referees who may be contacted on a confidential basis; Details should include name, company name, company address, telephone number and e-mail address. Note that contact may be made with referees without further reference to you.

2.5 Other relevant information about the Company

3. The proposed solutions and service plan

This section should describe the proposal in detail and explain how the proposal meet the conditions and requirements set out "Requirement specification" section, and describe any limitations and compatibility issues associated with the proposal. This may include but not limited to the following matters:



- 3.1 A process flow diagram to illustrate the process from receipt of order to delivery and the steps proposed to take (for both real-time and non-real time transcription) to ensure accuracy, timeliness and completeness of transcripts.
- 3.2 Detail the safeguards and measures proposed to deal with materials carrying a security or confidential classification and otherwise sensitive documents, including but not limited to IT security procedures.
- 3.3 A quality plan which shall set out the steps to be taken to ensure delivery of the required level of performance. The key areas in respect of quality include:
 - internal systems and procedures;
 - quality of resources;
 - quality of monitoring, reporting and corrective actions including measuring user satisfaction, provision of a complaints mechanism, and a process for dispute resolution;
 - continuous improvement strategy
- 3.4 Outline the methods employed to meet the required timelines and handle urgent requests for Transcription Services. With reference to the 5 levels of turnaround time in paragraph 3.6 of this invitation, it is envisaged that there will be fluctuation of workloads and requirements for large scale work that cannot be fitted within these timescales. Tenderer should outline its capacity to carry out the services and advise their parameters or limits in taking up urgent requests.

4. Exceptions to the SFC's Conditions and Requirements

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

- why the SFC's conditions and requirements do not provide the SFC with the best solution in the circumstances; and
- the ways in which their alternatives are better.

5. Appendices

5.1 Transcription team and structure

- Names, qualifications and work experience of persons proposed to engage in providing the Transcription Services and the team structure; and
- The Tenderer should indicate the steps they take to ensure the competence of the staff employed to provide Transcription Services, including steps taken to verify qualifications; and
- The Tenderer shall indicate what portion of work, if any, would be performed by other firms/individuals operating on a sub-contract basis. If any subcontracting is expected, provide information about each subcontractor at the same level of detail and specificity as is requested for the Tenderer. The Tenderer shall also



indicate to what extent they can depend on their own capacity without subcontracting.

5.2 Other relevant information

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



APPENDIX B – THE PRICE SCHEDULE

The Price Schedule

This part should contain all of the following:

1. Executive summary

This part should provide a full summary of the proposed fees structure, and any payment arrangements.

2. Fees schedule

2.1 All fees must be quoted in Hong Kong Dollars.

2.2 There shall be no additional charges whatsoever unless otherwise agreed in writing with SFC.

2.3 The Fees schedule must follow the format set out hereunder:

Audio / video tape transcription

a) Cantonese transcription

Turnaround time	Rate per 15 mins
Within 24 hours	HK\$[]/15mins
Within 3 working days	HK\$[]/15mins
Within 7 working days	HK\$[]/15mins
Within 14 working days	HK\$[]/15mins
Within 21 working days	HK\$[]/15mins

b) English transcription

Turnaround time	Rate per 15 mins
Within 24 hours	HK\$[]/15mins
Within 3 working days	HK\$[]/15mins
Within 7 working days	HK\$[]/15mins
Within 14 working days	HK\$[]/15mins
Within 21 working days	HK\$[]/15mins

c) Mandarin transcription

Turnaround time	Rate per 15 mins
Within 24 hours	HK\$[]/15mins
Within 3 working days	HK\$[]/15mins
Within 7 working days	HK\$[]/15mins
Within 14 working days	HK\$[]/15mins
Within 21 working days	HK\$[]/15mins



- d) Copy rate (for additional copies of transcripts)

Format	Rate
Hardcopy	HK\$[] /copy
CD in word format	HK\$[] /disk

- e) Miscellaneous (if applicable)

Item	Rate
Early payment discount	[]%, please state the conditions
Bulk purchase discount in case of reaching a particular volume of work e.g. Discounted rate for >200 transcripts in a year.	[]%, please state the conditions
Price reduction in case of late delivery	HK\$[], please state the basis of price reduction
Others (please specify)	HK\$[]

Real-time transcription

- a) Daily attendance (assuming normal working hours)

Item	Rate
English transcription	HK\$[] /day
Cantonese transcription	HK\$[] /day
Mandarin transcription	HK\$[] /day

- b) Equipment rental

Item	Rate
Onsite connection	HK\$[] /connection/day
Remote connection	HK\$[] /connection/day
Additional laptop rental	HK\$[] /laptop/day

- c) Miscellaneous (if applicable)

Item	Rate
Additional charge for attendance in proceeding outside normal working hours	HK\$[] /hours
Cancellation fee	HK\$[], please state the conditions
Others (please specify)	HK\$[]



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.

To: _____

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