MEMORANDUM OF UNDERSTANDING

BETWEEN

THE HONG KONG POLICE

OF THE

HONG KONG SPECIAL ADMINISTRATIVE REGION

3. Purpose and Principles

- 3.1 The Hong Kong Special Administrative Region is a major international financial center. It is important to maintain the integrity of the Hong Kong securities and futures markets. The parties have a mutual interest and respective duties in combating crimes and/or illicit activities relating to the securities and futures industry in Hong Kong and they recognize the need for the fullest collaboration and cooperation in order to perform their Functions effectively.
- 3.2 The parties acknowledge the following overriding principles:
 - the parties will use their best endeavours to meet the terms of this MoU;
 - this MoU does not modify or supersede any laws or regulations;
 - this MoU does not amount to a delegation of any of the powers, duties or obligations of the parties;
 - this MoU does not create, directly or indirectly, any legal rights, obligations or liabilities, enforceable by the parties or any other person; and
 - if a matter is not dealt with explicitly in this MoU, the parties agree to work together to resolve it quickly in accordance with the principles of collaboration and cooperation.

Guidance on Cooperation and Collaboration between the Parties

4. Referral of Cases

- 4.1 In the discharge of its duties, each party will actively consider whether it should refer matters to the other party for possible action, having regard to the other party's Functions.
- 4.2 The HKP may make a referral to the SFC for evaluation of possible action where it believes that:
 - (a) the suspected criminality or misconduct falls outside the Functions of the HKP but may fall within the Functions of the SFC under the laws administered by the SFC (see paragraphs 2.3 and 2.4); or
 - (b) the suspected criminality or misconduct falls within the Functions of

5.2 Once the parties have commenced a joint investigation, they will set up a joint task force and decide on its membership to ensure efficient and timely exchange of information and coordination. The joint investigation task force will convene an initial coordination meeting as soon as practicable to formulate investigation plans, determine investigatory responsibilities and coordinate the collection of evidence. The joint investigation task force will also convene meetings at agreed regular intervals to review the progress, findings and outcomes of the joint investigation and their respective investigatory efforts.

6. Early Involvement of the Department of Justice

In a joint investigation by both parties or a parallel investigation by each party on the same subject matter, the parties will consider whether to consult the Department of Justice (**DOJ**) at an early stage about whether only one party should continue with the criminal investigation or each party should focus on particular suspected crimes.

7. Exchange and Use of Information

- 7.1 The parties will exchange information which is relevant to the objectives of this MoU and which may assist the other party in discharging its Functions.
- 7.2 Each party will provide the other with informat

grounds to believe that a person has committed an offence under any laws administered by it (see paragraph 2.3) and the SFC has obtained a warrant to arrest from the Magistrates Court, it may request the HKP for help to arrest the person. The HKP will assist the SFC if the SFC has produced to the HKP a warrant to arrest issued by the Magistrates' Court.

- 8.2 If the SFC has obtained a warrant to search, and if it reasonably believes that there will be a credible threat to the safety of the relevant SFC officers, the HKP will, if authorised by the warrant, render reasonable assistance to the SFC in the search operation in accordance with the terms of the warrant and applicable law.
- 8.3 If the HKP reasonably believes that it is neces

in performing their respective functions.

11. Designated Principal Contacts

- 11.1 Each party will send any request or communication relating to policies or high level inter-organizational relationship matters to one of the designated principal contacts of the other party whose contact details are set out in Appendix A.
- 11.2 Each party will send any request or communication relating to a specific case and any other routine matter to the designated secondary contacts of the other party whose contact details are set out in Appendix B.
- 11.3 The parties may add to and/or change their respective designated principal or secondary contacts from time to time by notifying each other in writing.

12. Effective Date and Termination