

**MEMORANDUM**

**OF**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[illegible]

\_\_\_\_\_

---

---

---

---

\_\_\_\_\_

[illegible]

| Age Group | Percentage |
|-----------|------------|
| 18-24     | 10%        |
| 25-34     | 20%        |
| 35-44     | 25%        |
| 45-54     | 20%        |
| 55-64     | 15%        |
| 65-74     | 10%        |
| 75-84     | 5%         |
| 85+       | 5%         |

corresponding need for mutual co-operation between the relevant national

authorities, have reached the following understanding.

*Principles*

3 The Authorities intend that the fullest mutual assistance is provided without

- (c) ensuring that only fit and proper persons are authorised or registered to conduct the business referred to in sub-paragraph (b) and promoting high standards of fair dealing and integrity in their conduct of that business by

- (a) the information required (identity of persons, specific questions to be asked etc.);
- (b) the purpose for which information is sought (including details of the rule or law pertaining to the matter which is the subject of the request);
- (c) a description of the conduct or suspected conduct which gives rise to the request;

(d) the link between the specified rule or law and the requested assistance;

the requesting Authority;

- (e) the relevance of the requested assistance to the specified rule or law;
- (f) to whom, if anyone, onward disclosure of information is likely to be necessary and in relation to onward disclosure to an appropriate authority;

- (b) whether the request involves an assertion of jurisdiction not recognised by the territory of the requested Authority; and
- (c) whether it would be contrary to the public interest to give the assistance sought.

12 The requested Authority may, as a condition of providing assistance, require the requesting Authority to make a contribution to costs.

under the MOU, require the requesting Authority to make a contribution to costs. Such a contribution may, in particular, be required where the cost of a request is substantial or where a substantial imbalance has arisen in the cumulative costs incurred.

#### **Unsolicited Information**

14. Without prior request for assistance, the Authorities may transmit to each other information they hold and which they may consider useful to the other Authority in

17. Each Authority may propose to the other a cost sharing arrangement (consistent

otherwise agreed, each Authority is to bear its own costs of participation in joint surveillance/reviews.

**Joint Investigations**

the request by initiating or assisting in criminal prosecution arising out of the breach of such rule or law;

(b) conducting or assisting in civil proceedings arising out of the breach of the rule or law specified in the request and brought by the Authorities or other law enforcement or regulatory bodies within the territories of Australia or Hong Kong;

(c) taking regulatory action or imposing regulatory requirements within the areas set out in paragraph 6 above.

23. Each Authority will keep confidential to the extent permitted by law:

(a) any request for information made under the MOU and any matters arising in the course of its operation unless such disclosure is necessary to carry out the request or the other Authority waives such confidentiality;

(b) any information passed under the MOU unless it is disclosed in furtherance of the purpose for which it was requested.



25. Annex B may be amended after consultation between the Authorities, without the need for re-signature of the MOU.

26. If an Authority becomes aware that information passed under the MOU may be

by law, inform the other Authority of the situation. The Authorities will then discuss and determine the appropriate course of action.

#### **Consultation**

27. The Authorities may consult informally, at any time, about a request or proposed request.

point of contact in ASIC. For ongoing matters involving joint surveillance of mutual investment entities, the Executive Director, Policy and Markets, is the principal point of contact in ASIC. For any other ongoing matters, the Executive Director, Enforcement, is the principal point of contact in ASIC.

33. For matters of joint surveillance of mutual investment entities, the Executive Director, Intermediaries and Investment Products, is the principal point of contact in the SFC. For any other matters, the Executive Director, Enforcement, is the principal point of contact in the SFC.
34. Addresses for contact points are given in Annex A. The contact points may be amended by written notice from either Authority without the need for re-signature

ANNEX "A"

ASIC: Executive Director, International Relations  
Level 24, No 1 Martin Place,  
Sydney NSW 2000  
Australia

GPO Box 4866  
Sydney NSW 1042

Telephone: 61-2- 9911 2050  
Facsimile: 61-2- 9911 2634

SEC. 17(1)(b) - Financial Reporting

Securities and Futures Commission  
12th Floor, Edinburgh Tower  
15 Queen's Road Central  
The Landmark, Central  
HONG KONG

## ANNEX "B"

### LIST OF LAW ENFORCEMENT AND REGULATORY BODIES DESIGNATED UNDER PARAGRAPH 24 OF THIS MOU

#### In Australia:

- Commonwealth Attorney-General
- Commonwealth Director of Public Prosecutions

#### National Crime Authority

- Australian Customs Service
- Police Services of the States of New South Wales, Victoria, Queensland, South Australia, Western Australia, and Tasmania
- New South Wales Crime Commission
- Criminal Justice Commission of Queensland
- Independent Commission Against Corruption (New South Wales)

#### In Hong Kong:

- Financial Secretary
- Company inspectors appointed by the Financial Secretary
- Hong Kong Monetary Authority
- Independent Commission Against Corruption
- Hong Kong Police Force
- Department of Justice
- The Hong Kong Exchanges and Clearing Limited
- The Stock Exchange of Hong Kong Limited
- Hong Kong Futures Exchange Limited