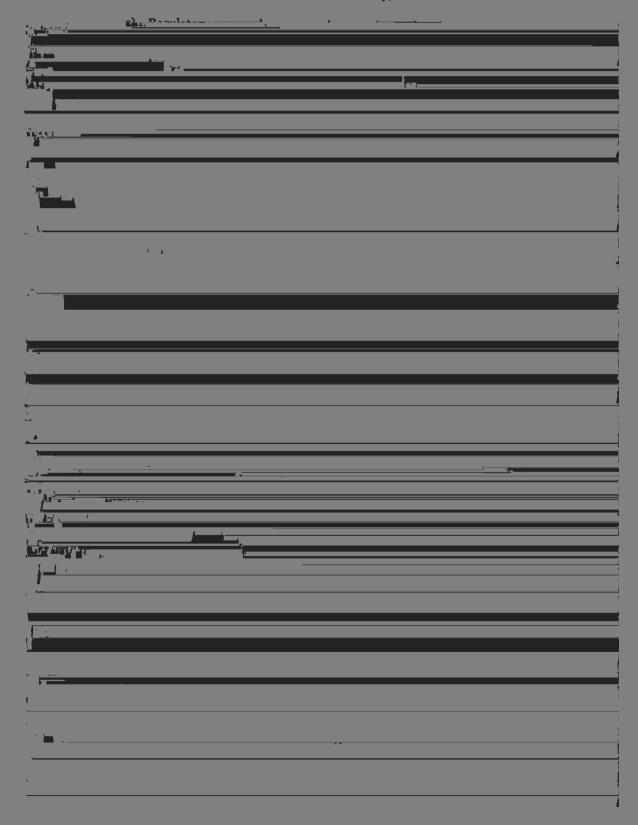
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	i)	"EU competent authority": means any authority appointed in an EU or an EEA Member State in accordance with Article 44 of the AIFMD for the supervision of Managers, delegates, depositaries and, where applicable, Covered Funds. <sup>1</sup>
	j)	"Governmental Entity" means the Hong Kong Financial Services and the Treasury Bureau, the Hong Kong Monetary Authority, and the Gibraltar Ministry for Financial Services.
	k)	"Laws and Regulations" means the AIFMD and its implementing measures in Gibraltar and the Hong Kong Securities and Entures Ordinance and corresponding implementing
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-	1)	"Local Authority" means the Authority in whose jurisdiction a Covered Entity operates.
	W)	"Manager" means a Jegal person whose regular husiness is managing one or more Coursed
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•		Funds in accordance with the AIFMD or in accordance with the Hong Kong Securities and Futures Ordinance.
	n)	"Operate on a cross-border basis" means the following situations: when a) EU Managers manage pop-EII Covered Funds b) EU Managers market are EU Green Events.
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2)	This MoU does not create any legally binding obligations, confer any rights, or supersede domestic laws. This MoU does not confer upon any person the right or ability directly or indirectly to obtain, suppress, or exclude any information or to challenge the execution of a request for assistance under this MoU.
3)	This MoU does not intend to limit an Authority to taking solely those measures described
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	not affect any right of any Authority to communicate with, or obtain information or documents from, any person or Covered Entity subject to its jurisdiction that is established
	not affect any right of any Authority to communicate with, or obtain information or documents from, any person or Covered Entity subject to its jurisdiction that is established in the Authority
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4)	This MoU complements, but does not alter the terms and conditions of the IOSCO MMoU, to which the Authorities are signatories, which also covers information-sharing in the context of enforcement investigations; and any of the existing arrangements concerning
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- 2) Cooperation will be most useful in, but is not limited to, the following circumstances where issues of regulatory concern may arise:
  - a) The initial application of a Covered Entity for authorization, registration or exemption from registration in another jurisdiction;
  - b) The on-going oversight of a Covered Entity; or



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	Securities and Futures Commission any inspection findings formally
	Securities and Futures Commission, any inspection findings formally communicated to the Covered Entity in writing and any other material deficiencies identified in an inspection.
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t <sub>p</sub>	communicated to the Covered Entity in writing and any other material deficiencies identified in an inspection.

Article 6. Cooperation on enforcement



	1)	The Requesting Authority may use non-public information obtained under this MoU solely for the purpose of supervising Covered Entities and seeking to ensure compliance with the Laws and Regulations of the Requesting Authority, including assessing and identifying systemic risk in the financial markets or the risk of disorderly markets
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1) Article 8.4 does not apply in all cases where the Gibraltar Financial Services Commission
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required to share information with any other EU competent authority as defined in Artic 1(d), the ESRB and ESMA under the AIFMD. In particular, Article 8 does not apply in the following circumstances:
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a. In accordance with Article 25(2) of the AIFMD, the Gibraltar Financial Service
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authority or authorities performing those relevant functions without the need for any further amendment to this MoU or for the successor to become a signatory to the MoU.

