HONG KONG INTERNET REGISTRATION CORPORATION LIMITED
香港互聯網註冊管理有限公司

Group Medical Insurance of 2026 Request for Proposal

Version 2
Date: 14 January 2026

Hong Kong Internet Registration Corporation Limited

Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong
Tel.: +852 2319 1313 Fax: +852 2319 2626
Email: enquiry@hkirc.hk Website: www.hkirc.hk

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Summary

Hong Kong Internet Registration Corporation Limited ("HKIRC GROUP") intends to appoint a medical insurance provider to provide the Group Medical Insurance Scheme for staff and their family members for 1st April 2026 to 31st March 2027.

The specifications of the service are detailed in section 4 of this document.

Parties interested in providing this service shall submit **Expression of Interest (EOI) and the signed Unilateral Non-Disclosure Agreement (NDA)** (see Appendix C) **by 30 January 2026**. For those who have submitted EOI, they should **submit proposal** (see Appendix D) to the HKIRC GROUP **no later than 5:00pm on 16 February 2026**.

The Medical Insurance Provider should submit Expression of Interest by email to HKIRC contacts (refer to Appendix D - HKIRC GROUP Proposal Requirements, electronic copy).

1. Definitions

The following terms are defined as in this section unless otherwise specified.

“The Medical Insurance Provider” means the company who will provide the Services after award of contract.

“HKIRC GROUP” means Hong Kong Internet Registration Corporation Limited and its subsidiary.

“HKDNR” means Hong Kong Domain Name Registration Company Limited, a wholly-owned subsidiary of HKIRC GROUP, the company requesting the proposal for “The Services”.

“The Services” means the Group Medical Insurance Scheme with specifications stipulated in Section 4 of this document.

“RFP” means this Request for Proposal

“NDA” means the Unilateral Non-Disclosure Agreement

“Tenderer” means the company who will submit proposal to provide the Services

2. About HKIRC GROUP

Hong Kong Internet Registration Corporation Limited (HKIRC GROUP) is a non-profit-distributing and non-statutory corporation responsible for the administration of Internet domain names under '.hk' and ‘.香港’ country-code top level domains. HKIRC GROUP provides registration services through its registrars and its wholly-owned subsidiary, Hong Kong Domain Name Registration Company Limited (HKDNR), for domain names ending with '.com.hk', '.org.hk', '.gov.hk', '.edu.hk', '.net.hk', '.idv.hk', '.公司.香港', '.組織.香港', '.政府.香港', '.教育.香港', '.網絡.香港', '.個人.香港'. '.hk' and ‘.香港’.

HKIRC GROUP endeavours to be:

- Cost-conscious but not profit-orientated
- Customer-orientated
- Non-discriminatory
- Efficient and effective
- Proactive and forward-looking

More information about HKIRC GROUP can be found at https://www.hkirc.hk .

HKIRC GROUP and HKDNR are listed as public bodies under the Prevention of Bribery Ordinance (Cap 201).

3. Background

HKIRC GROUP seeks to provide a group medical insurance for its employees and their family members from a reputable and a competent medical insurance provider. The proposed Group Medical Insurance Scheme shall be a comprehensive fully enhanced group medical insurance anticipated to provide all employees and their family members with quality medical and health care services. The extent of cover will however be dependent on the prevailing terms and conditions as agreed with the Insurance Company.

4. Scope of the Cover:

a. Period of the Group Medical Insurance

- Proposal 1 for 12-month : 1 April 2026 to 31 March 2027
- Proposal 2 for 15-month : 1 April 2026 to 30 June 2027
- Proposal 3 for 24-month : 1 April 2026 to 31 March 2028
- Proposal 4 for 36-month : 1 April 2026 to 31 March 2029

b. Inpatient Cover

The in-patient cover benefit shall cater for illnesses requiring hospitalization and surgical benefits. The in-patient cover benefits will be fully enhanced with the provision of benefits including but not limited to:

- Daily room and board charges;
- In-hospital doctor's visits;
- Hospital special services;
- Operating theatre fee;
- Anesthetist's fee;
- Surgical benefit;
- In-hospital specialist's fee;
- SRN nursing benefits;
- Accidental dental treatment; □Outpatient surgery cash allowance.

c. Outpatient Cover

The out-patient cover will cater for illness not requiring admission into a hospital. The out-patient services shall provide quality services including but not limited to the following benefits:

- General practitioner's consultation;
- Diagnostic X-Ray and laboratory tests;
- Specialist's consultation;
- Prescribed medicines and drugs;

- Chinese medicine practitioner's treatment
- Chinese medicine practitioner's / Bonesetting / Acupuncture treatment;
- Dentist consultation – polishing and scaling
- Routine medical check-up
- Physiotherapy / Chiropractic treatment - All vaccination.

d. Life Compensation

For more details of the specifications, please contact our personnel listed on section 12 of this document.

5. Information Security

The Tenderer shall acknowledge and agree that, if the Tenderer is selected as the Medical Insurance Provider, it shall be bounded by our Unilateral Non-Disclosure Agreement (NDA). The Tenderer shall also comply with the obligations under the Personal Data (Privacy) Ordinance and any other obligations in relation to personal data.

The Tenderer shall be provided with a set of NDA together with The Tenderer's Expression-of-Interest before the stipulated time. The NDA shall be signed and returned to HKIRC GROUP before the scheduled deadline. **HKIRC GROUP will only consider proposals from companies which have signed the NDA.**

The proposal should be marked "RESTRICTED" at the centre-top of each page in black color. It must be encrypted if transmitted electronically.

Each proposal will be reviewed under the terms of non-disclosure by the HKIRC GROUP's staff.

Herein, HKDNR would also set the expectation of the Tenderer that upon their expression-of-interest to the project/service, they shall be required in the subsequent stages (a) to sign off a non-disclosure agreement (NDA) on all information to be provided.

6. Anti-collusion

(1) The Tenderer shall not communicate to any person other than HKIRC GROUP the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process. Any breach of or non-compliance with this sub-clause by the Tenderer shall, without affecting the Tenderer's liability for such breach rules and laws or non-compliance, invalidate his tender.

(2) Sub-clause (1) of this Clause shall have no application to the Tenderer's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his consultants / sub-contractors to solicit their assistance in preparation of tender submission.

(3) The Tenderer shall submit to the HKIRC GROUP a duly signed warranty in the form set out in Appendix A to the effect that he understands and will abide by these clauses. The warranty shall be signed by a person authorized to sign the contract on the Tenderer's behalf.

(4) Any breach of any of the representations and/or warranties by the Tenderer may prejudice the Tenderer's future standing as a HKIRC GROUP's Medical Insurance Provider.

7. Offering Advantages

(1) The Tenderer shall not, and shall procure that his employees, agents and sub-contractors shall not, offer an advantage as defined in the Prevention of Bribery Ordinance, (Cap 201) in connection with the tendering and execution of this contract.

(2) Failure to so procure or any act of offering advantage referred to in (1) above committed by the Tenderer or by an employee, agent or sub-contractor of the Tenderer shall, without affecting the Tenderer's liability for such failure and act, result in his tender being invalidated.

8. Ethical Commitment

a. Prevention of bribery

(A) The Medical Insurance Provider shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Contract shall not, except with permission of Hong Kong Internet Registration Corporation Limited (hereafter referred to as the Organisation) solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap 201) in relation to the business of the Organisation. The Medical Insurance Provider shall also caution his directors, employees, agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair their impartiality in relation to the business of the Organisation. The Medical Insurance Provider shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors are aware of the aforesaid prohibition and will not, except with permission of the Organisation, solicit or accept any advantage, excessive hospitality, etc. in relation to the business of the Organisation.

(B) The Medical Insurance Provider shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Contract shall not, offer any advantage to any Board member or staff in relation to the business of the Organisation.

b. Declaration of Interest

(C) The Medical Insurance Provider shall require his directors and employees to declare in writing to the Organisation any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract. In the event that such conflict or potential conflict is disclosed in a declaration, the Medical Insurance Provider shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed. The Medical Insurance Provider shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.

(D) The Medical Insurance Provider shall prohibit his directors and employees who are involved in this Contract from engaging in any work or employment other than in the performance of this Contract, with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract. The Medical Insurance Provider shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.

(E) The Medical Insurance Provider shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractor who are involved in this Contract are aware of the provisions under the aforesaid sub-clauses (C) and (D).

c. Handling of confidential information

(F) The Medical Insurance Provider shall not use or divulge, except for the purpose of this Contract, any information provided by the Organisation in the Contract or in any subsequent correspondence or documentation, or any information obtained when conducting business under this Contract. Any disclosure to any person or agent or sub-contractor for the purpose of the Contract shall be in strict confidence and shall be on a "need to know" basis and extend only so far as may be necessary for the purpose of this Contract. The Medical Insurance Provider shall take all necessary measures (by way of internal guidelines or contractual provisions where appropriate) to ensure that information is not divulged for purposes other than that of this Contract by such person, agent or sub-contractor. The Medical Insurance Provider shall indemnify and keep indemnified the Organisation against all loss, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever the Organisation may suffer, sustain or incur, whether direct or consequential, arising out of or in connection with any breach of the aforesaid non-disclosure provision by the Medical Insurance Provider or his directors, employees, agents or sub-contractors.

d. Declaration of ethical commitment

(G) The Medical Insurance Provider shall submit a signed declaration in a form (see Appendix B) prescribed or approved by the Organisation to confirm compliance with the provisions in aforesaid sub-clauses (A) (B), (C), (D), (E) and (F) on prevention of bribery, declaration of interest and confidentiality. If the Medical Insurance Provider fails to submit the declaration as required, the Organisation shall be entitled to withhold payment until such declaration is submitted and the Medical Insurance Provider shall not be entitled to interest in that period. To demonstrate compliance with the aforesaid sub-clauses (A), (B), (C), (D), (E) and (F) on prevention of bribery, declaration of interest and handling of confidential information, the Medical Insurance Provider employed for the performance of duties under this Contract are required to deposit with the Organisation a copy of the internal guidelines issued to their staff.

9. Schedule

Project schedule	*To be Completed by*
1 Publish RFP	13/01/2026
2 Express of interest & signed NDA	30/01/2026 by 5:00pm
3 Deadline for vendors to submit proposal and quotation	16/02/2026 by 5:00pm
4 Award Date	On or before 20/03/2026

10. Elements of a Strong Proposal

All submitted proposal must following the format as stated in Appendix D - HKIRC GROUP Proposal Requirements

Successful vendor is the one who submitted a clearly worded proposal that demonstrates the following attributes:

- a persuasive section on the company background
- international recognize certification for quality assurance
- a strong and flexible service and tools meeting HKIRC GROUP requirements with minimum customization
- high level of interaction between HKIRC GROUP and the vendor
- excellent fit with the capabilities and facilities of HKIRC GROUP
- strong company and project management team

11. Service Agreement Negotiation and Signature

The service agreement will be drawn up between the selected vendor and HKDNR, the wholly-owned subsidiary of HKIRC GROUP. HKIRC GROUP welcomes the vendor's proposal on a suitable service agreement for the project/service.

The service agreement must be signed by both parties on or before 28 March 2026. If the agreement is not signed within the said period, HKIRC GROUP will start the negotiation with the next qualified vendor on the selection list.

12. HKIRC GROUP Contacts

HKIRC GROUP Contacts information

Contacts	
Hong Kong Internet Registration Corporation Limited Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong Telephone: +852 2319 2303 Fax: +852 2319 0626 https://www.hkirc.hk *If you are not sure about the appropriate person to call, the receptionist can help you.*	**HR & Admin Manager** Ms. Natalie Tsui +852 2319 3813 HRA-procurement@hkirc.hk **Senior HR & Admin officer** Ms. Daisy Ng +852 2319 3805 HRA-procurement@hkirc.hk

Appendix A – Warranty

[start in next page]

To: Hong Kong Internet Registration Corporation Limited (HKIRC GROUP)

Dear Sir/Madam,

Warranty

(1) By submitting a tender, the Tenderer represents and warrants that in relation to the tender of Group Medical Insurance Scheme Service:

(i) it has not communicated and will not communicate to any person other than the HKIRC GROUP the amount of any tender price;

(ii) it has not fixed and will not fix the amount of any tender price by arrangement with any person;

(iii) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and

(iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.

(2) In the event that the Tenderer is in breach of any of the representations and/or warranties in Clause (1) above, the HKIRC GROUP shall be entitled to, without compensation to any person or liability on the part of the HKIRC GROUP :

(i) reject the tender;

(ii) if the HKIRC GROUP has accepted the tender, withdraw its acceptance of the tender; and

(iii) if the HKIRC GROUP has entered into the contract with the Tenderer, terminate the contract.

(3) The Tenderer shall indemnify and keep indemnified the HKIRC GROUP against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause (1) above.

(4) Clause (1) shall have no application to the Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the tender price, or with its professional advisers, and consultants or sub-contractors to solicit their assistance in preparation of tender submission. For the avoidance of doubt, the making of a bid by a bidder to the HKIRC GROUP in public during an auction will not by itself be regarded as a breach of the representation and warranty in Clause (1)(i) above.

Appendix A

(5) The rights of HKIRC GROUP under Clauses (2) to (4) above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

Authorized Signature & Company Chop :

Name of Person Authorized to Sign (in Block Letters) :

Name of Tenderer in English (in Block Letters) :

Date :

Appendix A

Appendix B – Declaration Form by Medical Insurance Provider on their compliance with the ethical commitment requirements

[start in next page]

To: Hong Kong Internet Registration Corporation Limited (HKIRC GROUP)
Contract No.:
Title:

In accordance with the Ethical Commitment clauses in the Contract:

1) We confirm that we have complied with the following provisions and have ensured that our directors, employees, agents and sub-contractors are aware of the following provisions:

   a) prohibiting our directors, employees, agents and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in section 2 of the Prevention of Bribery Ordinance (Cap 201) in relation to the business of HKIRC GROUP except with the permission of HKIRC GROUP;

   b) requiring our directors, employees, agents and sub-contractors who are involved in this Contract to declare in writing to their respective company management any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract, and in the event that a conflict or potential conflict is disclosed, take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed;

   c) prohibiting our directors and employees who are involved in this Contract from engaging in any work or employment (other than in the performance of this Contract), with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract and requiring our agents and sub-contractors to do the same; and

   d) taking all measures as necessary to protect any confidential/privileged information or data entrusted to us by or on behalf of HKIRC GROUP from being divulged to a third party other than those allowed in this Contract.

Signature
(Name of the Medical Insurance Provider)
(Name of the Signatory)
(Position of the Signatory)
(Date)

Appendix C – Unilateral Non-Disclosure Agreement

[start in next page]

To: Hong Kong Internet Registration Corporation Limited (HKIRC GROUP)
Contract No.:
Title:

THIS AGREEMENT is made on the _____ AMONG (1) Hong Kong Internet Registration Corporation Limited ("**HKIRC**"), a company incorporated in Hong Kong and whose principal place of business is at Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong; (2) Hong Kong Domain Name Registration Company Limited ("**HKDNR**"), a company incorporated in Hong Kong and whose principal place of business is at Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong (together with HKIRC, shall collectively be referred to as the "**Disclosing Parties**"); AND (3) _____ a company incorporated in _____ and whose principal place of business is at _____the "**Recipient**") (hereinafter each called a "**Party**" and collectively the "**Parties**").

WHEREAS

A. It is contemplated that the Recipient may be engaged to provide certain service to the Disclosing Parties under a possible project _____(the "**Project**").

B. In consideration of, amongst other things, the service to be provided by the Recipient under the Project and the obligations agreed to be assumed by the Recipient under this Agreement, the Disclosing Parties will be disclosing to the Recipient certain commercially valuable, proprietary and confidential business information relating to discussions concerning the Project.

C. In consideration of, amongst other things, the provision of certain proprietary and confidential information by the Disclosing Parties, the Recipient agrees to hold such proprietary and confidential information which it will receive from the Disclosing Parties in the strictest confidence and for the purpose of the Project (the "**Specific Purpose**") only.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Disclosing Parties may disclose to the Recipient certain commercially valuable, proprietary and confidential business information on the terms and conditions as set out below.

1. For the purpose of this Agreement, "**Confidential Information**" means any information in whatever form emanating from any of the Disclosing Parties or any of its Affiliates and shall include any compilation of otherwise public information in a form not publicly known which is supplied to the Recipient (or to which the Recipient is given access). It is further agreed, without limitation, that the following shall be regarded as Confidential Information: all forms of materials and information, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data computer programs, disks, diskettes, tapes, algorithms, software programs, operations,

devices, proprietary data, marketing plans or techniques, customer names and/or any other customer information, technical, financial or business information, trade secrets which include but are not restricted to any portion or phase of scientific or technical information, design, process, procedure, formula or improvement relating to any of the Disclosing Parties or any of its Affiliates which is not generally available to the public and regardless of whether such information and materials are recorded in writing or otherwise or which are designated in writing as confidential or which by their nature are confidential or which by their nature may reasonably be regarded as confidential or proprietary to the Disclosing Parties and/or its Affiliates.

(a) For the purpose of this Agreement "**Affiliate**" means, as applied to any Party, a Person who directly or indirectly controls, is controlled by, or is under common control with, that Party. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power (i) to vote, directly or indirectly, securities or other interests and having the power to elect a majority of the second Person's board of directors or similar governing body or (ii) to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or by contract or otherwise.

(b) For the purpose of this Agreement "**Person**" means and includes individuals, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, trusts, companies and other organizations and entities.

2. The Recipient shall hold the Confidential Information received from any Disclosing Party as absolutely secret and in the strictest confidence and shall not without such Disclosing Party's prior written consent disclose or use or permit to be disclosed any of the Confidential Information for any purpose other than for the Specific Purpose.

3. The Recipient shall exercise the same degree of care in protecting the Confidential Information of each of the Disclosing Parties as it exercises with respect to its own confidential information, but with not less than reasonable care to protect its secrecy and avoid disclosure to and/or use of the Confidential Information by any third party and to prevent the same from falling into the public domain or the possession of unauthorised persons, and shall not use any of the Confidential Information in any way which may be harmful to or against the interest of the Disclosing Parties.

4. The Recipient may disclose the Confidential Information to its employees, officers, agents, independent contractors, bankers, legal or financial advisers of the Recipient or of its Affiliates (collectively called the "**Personnel**") on a need-to-know basis and only to the extent necessary for each of them to perform his duties strictly relating to the Project.

5. The Recipient shall inform its Personnel who may have access to the Confidential Information that such information should be kept in the strictest confidence. In securing confidentiality of the Confidential Information, the Recipient shall also procure undertakings from such Personnel not to disclose any of the Confidential Information to any third parties. In the event of any breach by any of the Personnel of any undertakings as to non-disclosure, which they have given to the Recipient, the Recipient shall upon the request of the relevant Disclosing Party enforce that undertaking.

6. The Recipient shall not make or have made any copy, record or duplication of any of the Confidential Information disclosed or reduced to writing or in any medium if disclosed orally except as is necessary for the Specific Purpose.

7. Upon termination of the Parties' discussions relating to the Project, or at any time prior thereto, the Recipient shall, at the written request of the Disclosing Parties, promptly destroy, irretrievably delete, or deliver or cause to be delivered to the Disclosing Parties:

   (a) all Confidential Information in whatever form (including but not limited to Confidential Information that is stored on any magnetic or optical disk, USB flash drive, cloud storage account or other storage device or system which is in the possession, custody or control of the Recipient or its Affiliates or Personnel) or any specified part thereof supplied to the Recipient or its Affiliates or Personnel under this Agreement together with all and any copies or extracts thereof; and

   (b) any prototypes, model, samples and devices forming part of the Confidential Information.

   In the event of destruction or deletion of the Confidential Information, the Recipient shall verify in writing to the Disclosing Parties, within 30 days of such destruction or deletion, attaching documentary evidence, that such destruction or deletion has been accomplished and that the Recipient has ensured that the Confidential Information disclosed by the Recipient to the Personnel has been destroyed or irretrievably deleted accordingly. The Recipient shall make no further use of or retain in any form whatsoever Confidential Information subject to a request for delivery, deletion or destruction pursuant to this Clause 7.

   The foregoing shall not apply to copies of electronically exchanged Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies thereof which must be stored by the Recipient or its Personnel according to provisions of any applicable mandatory law, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein.

8. Each Party agrees not to refer to another Party, or attribute any information which has been disclosed by another Party, or the fact that any transactions or negotiations have taken place with another Party or attribute any information to another Party in any public form of communication, for advertising or promotional purposes, without the prior written consent of such other Party.

9. All rights, title and interest in the Confidential Information remain in the relevant Disclosing Party. No license, whether express or implied in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement.

10. The Recipient shall indemnify and hold each Disclosing Party harmless against all loss or disclosure of any Confidential Information and for all actions, suits, proceedings, claims, demands, costs (including legal costs on a full indemnity basis), losses, expenses, awards, damages and liabilities of whatsoever nature, howsoever arising directly or indirectly as a result of any breach or non-performance by the Recipient or its Affiliates or Personnel of any of the warranties, undertakings and obligations under this Agreement or otherwise arising under law or in equity including, without limitation, the Personal Data (Privacy) Ordinance (Cap. 486) of the Laws of Hong Kong. This shall be without prejudice to the Disclosing Parties' right to seek injunctive or other equitable form of relief to restrain a breach.

11. The foregoing obligations shall not apply, however, to any part of the Confidential Information which:

    (a) was already in the public domain or which becomes so through no fault or act of the Recipient or its Personnel;

    (b) was already known to the Recipient prior to receipt from the relevant Disclosing Party, and that the Recipient demonstrates to such Disclosing Party that the Recipient has obtained the Confidential Information prior to the Recipient's receipt of such Confidential Information from the said Disclosing Party;

    (c) was disclosed to the Recipient by a third party owing no duty of confidentiality towards the relevant Disclosing Party in respect thereof;

    (d) is independently developed by the Recipient as evidenced by records in its possession;

    (e) is explicitly approved for release by written authorization of the relevant Disclosing Party; or

    (f) is required to be disclosed by law or any regulation or requirement of any competent government or regulatory authority including an applicable stock exchange or pursuant to a judicial order provided that prompt notification of such disclosure shall be given to the relevant Disclosing Party, unless and to the extent prohibited from doing so by any applicable mandatory law or Court order.

12. The Recipient acknowledges and agrees that a breach of this Agreement may result in irreparable and continuing harm to the Disclosing Parties for which there may be no adequate remedy at law. In the event of a breach or a threatened or intended breach of this Agreement by the Recipient or the Recipient's Affiliates or Personnel, the Recipient hereby consents to the granting of, and the Disclosing Parties shall be entitled to seek, preliminary injunctions unilaterally without notice, and final injunctions with notice, enjoining and restraining such breach, or threatened or intended breach, and to such other rights and remedies as are available at law or in equity to the Disclosing Parties.

13. The validity and interpretation of this Agreement shall be governed in all respects by the laws of Hong Kong Special Administrative Region. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.

14. None of the Parties shall assign, transfer, convey, license or otherwise dispose of, wholly or partially, the rights and obligations under this Agreement except with the prior written consent of the other Parties.

15. This Agreement embodies the entire understanding between the Parties in relation to the subject matter hereof and there are no promises, terms, conditions or obligations, oral or written expressed or implied other than those contained herein. Each Party agrees that in entering into this Agreement, it has not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding other than as expressly set out in this Agreement. No amendment or variation of this Agreement shall be effective unless it is in writing and signed by the Parties. The rights of the Parties to amend or vary this Agreement are not subject to the consent of any other person.

16. Any notice required to be given hereunder shall be sufficiently given if sent by telex, facsimile, telegram or registered post to the principal or registered office of the Party. Any notice, request, demand or other communication given or made pursuant to this Agreement shall be deemed to have been received (i) in the case of hand delivery, on the date of receipt as evidenced by a receipt of delivery from the Recipient, (ii) in the case of mail delivery, on the date which is seven days after the mailing thereof and (iii) in the case of transmission by facsimile, on the date of transmission with confirmed answer back.

17. No failure or delay on the part of the Parties hereto to exercise any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by either of the Parties of any rights, power or remedy operate as a waiver thereof. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers, or remedies by law.

18. If any provisions of this Agreement shall be construed to be illegal or invalid, they shall not affect the legality validity and enforceability of the other provisions of this Agreement. The illegal or invalid provision shall be deleted from this Agreement and no longer incorporated herein but all other provisions of this Agreement shall continue.

19. The obligations and provisions of this Agreement shall continue in full force and effect notwithstanding the termination of Parties' preliminary discussions in relation to the Project or the withdrawal of Confidential Information by any Party whether in whole or in part, for a period of five years from the date of this Agreement, unless an agreement is concluded and signed by the Parties regarding the Project, in which case the confidentiality provisions in such agreement shall supersede this Agreement.

For and on behalf of

_____

Name :

Title :

For and on behalf of
Hong Kong Internet Registration Corporation Limited

_____

Name :

Title :

For and on behalf of
Hong Kong Domain Name Registration Company Limited

_____

Name :

Title :

(Date)

Appendix D – HKIRC GROUP Proposal Requirements

Proposal requirements	
Submission deadline	Please refer to Section 9 - Schedule, item no. 4 for the proposal submission deadline. If tropical cyclone warning signal No.8 or above or the black rainstorm warning is hoisted on the deadline date, the deadline will be postponed to the next working day without advance notice.
Delivery address	Hong Kong Internet Registration Corporation Limited Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong
Hard copies	Sending hard copies is not mandatory. For sending hard copies, 2 copies of the full proposal are required. The proposal shall be sent to the attention of Ms. Natalie Tsui (HR & Admin Manager) or Ms. Daisy Ng (Senior HR & Admin Officer.).
Electronic copy	Electronic copy is mandatory. It shall be sent by email to HRA-procurement@hkirc.hk
Proposal format	Specified in this document
Page count	30 pages or fewer. Stapled. Do not bind.
Font	Electronically published or typed. Times New Roman 12-point font.