



**MEMORANDUM OF UNDERSTANDING IN THE FIELD OF
COMPETITION LAW AND POLICY
BETWEEN
THE MALAYSIA COMPETITION COMMISSION
AND
THE COMPETITION COMMISSION OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
OF THE PEOPLE’S REPUBLIC OF CHINA**

The Malaysia Competition Commission (“MyCC”) and the Hong Kong Competition Commission (“HKCC”) (hereinafter referred to individually as “Participant” or collectively as the “Participants”),

BUILDING upon the existing friendly relationship between the Participants,

EXPRESSING the wish to promote cooperation in the field of competition policy and competition law enforcement in the respective jurisdictions of the Participants,

UNDERLINING the role of competition in the effective development of a market economy,

RECOGNISING the importance of effective international cooperation on competition law enforcement regarding anticompetitive practices of a cross-border nature,

AIMING at the creation of favorable conditions for the development of trade in the respective jurisdictions of the Participants,

BELIEVING in the necessity of a lasting and effective co-operation in the interest of the Participants,

BASED on the principles of equality and mutual benefit,

HAVE reached the following understandings:

Paragraph 1 Purpose

The purpose of this Memorandum of Understanding (“Memorandum”) is to promote and strengthen bilateral cooperation in competition law enforcement and competition policy between the Participants.

Paragraph 2 Definitions

For the purposes of this Memorandum:

“competition laws” means:

(a) for the MyCC: the Competition Act 2010 (Act 712), the Competition

Commission Act 2010 (Act 713) as well as any amendments¹ thereto,

(b) for the HKCC: the Competition Ordinance (Cap. 619), except for Division 4 of Part 6, Schedule 4, and Schedule 7, as well as any amendments² thereto,

as well as any rules and other laws or regulations the Participants jointly decide in writing to be competition laws for the purpose of this Memorandum;

“enforcement activities” means any enquiry, proceeding or investigation conducted by a Participant in relation to the application of the competition laws of its territory to proscribe anti-competitive activities;

“information” means any information in the possession or control of a Participant; and

“territory” means the territory in which a Participant has jurisdiction.

Paragraph 3 Scope of Cooperation

In line with the mutual interest of the Participants, cooperation will be carried out in the following areas, subject to reasonably available resources and within the bounds of their respective laws, by:

- (a) regular dialogue between the Participants;
- (b) exchange of information on significant developments regarding competition laws of their respective territories, including related legislative

¹ ²Each Participant will notify the other as soon as practicable of any substantive amendments to the competition laws of its territory.

- amendments and institutional changes;
- (c) cooperation regarding the application of competition laws, including sharing experiences in investigations related to competition law violations within each Participant's territory, collaborating between competition authorities and other regulatory and law enforcement agencies and exchanging insights on other aspects of competition law enforcement;
 - (d) technical cooperation for the purpose of enhancing each Participant's competition law enforcement capacity through training programs, workshops, staff secondments and research collaborations;
 - (e) discussion on competition issues of mutual interest such as matter-specific studies, policy advice and other public advocacy issues;
 - (f) notification prior to or after law enforcement actions taken against anti-competitive activities that may have a material effect on the other Participant;
 - (g) cooperation to respond to discussions on cross-border competition issues and competition law enforcement on a bilateral basis, or in collaboration with other competition authorities and international organizations; and
 - (h) Each Participant will, upon request by the other, provide the other Participant with information that is relevant to the enforcement activities of the requesting Participant to the extent consistent with the laws and regulations of the jurisdiction of the providing Participant, the providing Participant's policies and important interests and the reasonably available resources of the providing Participant.

Each Participant will respect the other Participant's autonomy in the performance of its functions and discharge of its duties pursuant to its laws and regulations.

Paragraph 4 Communications

The Participants agree to appoint a designed contact point from their respective institutions, to be responsible for the coordination and implementation of this Memorandum and to facilitate communications between the Participants.

Malaysia Competition Commission (MyCC):

Contact Point : Chief Executive Officer
Address : Level 15, Menara SSM @Sentral 7
Jalan Stesen Sentral 5, Kuala Lumpur Sentral
50623 Kuala Lumpur
Federal Territory of Kuala Lumpur
Tel : +603-3009 3009
Email : sppd@mycc.gov.my, with a copy to
ceo_office@mycc.gov.my

Hong Kong Competition Commission (HKCC):

Contact Point : Chief Executive Officer
Address : 19/F, South Island Place
8 Wong Chuk Hang Road
Wong Chuk Hang
Hong Kong
Tel : +852 3952 0898
Fax : +852 3460 5148
Email : international@compcomm.hk, with a copy to
ceo@compcomm.hk

Communications between the Participants may be carried out in person, by telephone, electronic mail, videoconference or other means, as appropriate.

Each Participant will notify the other Participant in the event of any changes to the details of the Contact Point.

Paragraph 5 Resources

All commitments made in this Memorandum are subject to the availability and each Participant's prioritization of the use, of human, financial and other resources. This Memorandum is not meant to obligate human, financial and other resources. Unless the Participants have agreed otherwise in advance in writing, each Participant will be responsible for bearing its own costs and expenses in carrying out any cooperation activities under this Memorandum.

Paragraph 6 Confidentiality

It is understood that the Participants will not communicate information to the other if such communication is prohibited by the laws governing the Participant possessing the information or would be incompatible with that Participant's material interests.

Each Participant will undertake to observe the secrecy and confidentiality of documents, information and other data received or supplied to the other Participant during the period of the implementation of this Memorandum or any other implementing arrangements made pursuant to this Memorandum.

Each Participant may request the other Participant to provide particulars as to the secrecy and confidentiality safeguard that are in place to protect any documents, information and other data transmitted pursuant to this

Memorandum. Upon so requested, a Participant will use their best endeavors to answer any inquiries that are raised herein and to consider any proposals concerning additional secrecy and confidentiality measures which may be suggested by the Participant intending to transmit the document, information and data.

All materials, documents, information and other data received other than publicly available information during the period of implementation of this Memorandum will not be made available to any third party without prior written consent or authorisation of the other Participant, unless disclosure is required by the laws or the courts of the territory of the requesting Participant. If consent or authorisation is not given, each Participant will oppose, to the fullest extent possible consistent with that Participant's laws, any application by a third party for disclosure of any documents, information or other data received or supplied from the other Participant.

Both Participants agree that the provisions of this Paragraph will continue to be effective between the Participants notwithstanding the termination of this Memorandum.

Paragraph 7 Laws and Legal Effect

This Memorandum will not create any legally binding obligations between the Participants under international law and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied. This Memorandum does not confer or create any rights, privileges or benefits on any third party or person.

Nothing in this Memorandum will affect the rights and obligations of the Participants under any agreements or memoranda in which the Participants are party to.

Paragraph 8 Interpretation and Application

The Participants will discuss any questions and differences arising out of this Memorandum, including questions on its interpretation or application and will address them amicably in a timely and practical manner as circumstances permit. The Participants agree that issues concerning the interpretation and application of this Memorandum are not intended to be justiciable before any courts or tribunal (including those within their respective jurisdictions).

Paragraph 9 Entry into Force, Duration, Modifications and Termination

- a. The cooperation under this Memorandum will take effect on the date of signature and will remain in effect until terminated.
- b. This Memorandum may be modified at any time by mutual decision of the Participants, provided that, the mutually agreed changes and amendments will be made in writing.
- c. Any revision, modification or amendment will not prejudice the benefits and commitments arising from or based on this Memorandum before or up to date of such revision, modification or amendment.
- d. Either Participant may terminate the cooperation under this Memorandum upon sixty (60) days' written notice to the other Participant. The Participants will consult to determine how any outstanding matters will be dealt with.

Unless otherwise terminated, this Memorandum will apply to any successor of either Participant.

Signed in Kuala Lumpur on 13th August 2026 in duplicate originals, each in English and each text being equally valid.

[Signed]

DATUK HAJI ISKANDAR BIN
ISMAIL

FOR THE MALAYSIA
COMPETITION COMMISSION

[Signed]

RASUL BUTT

FOR THE COMPETITION
COMMISSION
OF THE HONG KONG SPECIAL
ADMINISTRATIVE REGION OF
THE PEOPLE'S REPUBLIC OF
CHINA