MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

THE COMPETITION COMMISSION
OF THE KINGDOM OF CAMBODIA

ON IMPLEMENTATION OF COMPETITION POLICY AND LAW

The Hong Kong Competition Commission ("HKCC") and the Cambodia Competition Commission ("CCC") (hereinafter referred to individually as "Participant" or collectively as the "Participants"),

NOTING that the sound and effective enforcement of competition law is a matter of importance to the efficient operation of their respective markets, as well as to the economic welfare of the consumers of both Participants,

RECOGNIZING that enhanced cooperation via technical cooperation and information sharing on their competition law will contribute to strengthening their bilateral ties,

ACKNOWLEDGING that it is in their common benefit to cooperate to an extent that is consistent with their respective laws and regulations, interests and reasonably available resources,

BASED on the principles of equality and mutual benefit,

HAVE reached the following understanding:

PURPOSE

1. The purpose of this Memorandum of Understanding ("MoU") is to promote understanding and establish a general framework for cooperation between the Participants in the field of competition policy and law.

DEFINITIONS

2. For the purposes of this MoU:
   (a) "Anti-Competitive Activities" means any conduct, agreement, or transaction that are prohibited by the competition laws of the respective territories;
   (b) "Competition law" means:
      (i) for the HKCC: the Competition Ordinance (Cap. 619), except for Division 4 of Part 6, Schedule 4, and Schedule 7, and its subsidiary legislations as well as any amendments thereto; and

(ii) for the CCC: the Law on Competition (Royal Decree No. NS/RKT/1021/013 dated 05 October 2021) and its implementing regulations as well as any amendments thereto.

(c) "Information" means any information in the possession or control of a Participant; and

(d) "Territory" means the territory in which a Participant has jurisdiction.

COOPERATION

3. The Participants will, as appropriate, cooperate in the following areas, within the bounds of their respective laws and in accordance with their shared interest, by:

a) exchange of views and information on issues of mutual interest such as significant developments in competition policy and law in the Participants' respective territories, experiences on competition law enforcement, and studies on topical issues;

b) technical cooperation for the purpose of enhancing each Participant's capacity in implementing competition policy and law through seminars, workshops, training programs, staff secondments and research collaborations on a bilateral basis, or with other competition authorities and international organizations;

c) matter-specific cooperation when the Participants are pursuing activities with regard to the same or related matters, as practicable as possible;

d) participation in discussion on regional and/or global competition policy and law issues that may be of mutual interest to the Participants;

e) regular dialogue between the Participants.

NOTIFICATION

4. Each Participant will endeavour to notify the other Participant of any enforcement or potential anti-competitive activities that may have a significant impact on the interests of the other Participant.

5. Provided that the notification is not contrary to the laws and regulations of the notifying Participant and the same does not adversely affect any enforcement activity being carried out by the notifying Participant, notification pursuant to the preceding paragraph will be given without undue delay after the notifying Participant becomes aware that its enforcement activities are likely to have a significant impact on the interests of the other Participant under this MoU.

6. Notification will be sent in writing and will, to the extent permitted by the laws and regulations of the notifying Participant, be sufficiently detailed to enable the notified Participant to make an initial evaluation of the effect of the enforcement activity carried out by the notifying Participant. The notification will include, *inter alia*, information on the nature of the enforcement activities and the legal provisions concerned of the laws of the Participants' territories.

7. Each Participant will endeavour to notify the other of any substantive amendments to the competition laws of its territory.

WORKPLAN

8. The Participants may jointly establish an annual work plan to identify particular activities to be carried out each year, and may supplement and modify the work plan as jointly decided by the Participants.

9. In order to review the progress of activities undertaken pursuant to this MoU and update the work plan, the Participants may hold conference calls or meetings as necessary.

COMMUNICATIONS

10. The Participants will notify each other in writing of a designated contact person to facilitate communications under this MoU.

11. The Participants may communicate by any technological and other means as appropriate.

RESOURCES

12. All commitments made in this MoU are subject to the availability, and each Participant's prioritization of the use, of human, financial, and other resources. This MoU does not mean 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 MoU.

CONFIDENTIALITY

13. 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 Participants' material interests.

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

15. Each Participant may request the other Participant to give particulars as to what confidentiality safeguards is or will be put in place prior to the transmission of any information under this MoU. Upon receiving such a request, the Participant receiving such request will use its best endeavors to answer the request.

16. All materials, documents, information and other data received during the period of implementation of this MoU will not be made available to any third party without prior written consent or authorization of the other Participant, unless disclosure is required by the laws or the courts of the territory of the requesting Participant. Notwithstanding, 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.

17. Both Participants agree that the provisions under Paragraphs 13, 14, 15 and 16 will continue to be effective between the Participants notwithstanding the termination of this MoU.

LAWS AND LEGAL EFFECT

18. This MoU will not create any legally binding obligations between the Participants under domestic or international law, and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

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

INTERPRETATION AND APPLICATION

20. The Participants will discuss any questions arising out of this MoU, including questions on its interpretation or application, and will address them amicably in as timely and practicable a manner as circumstances permit.

MISCELLANEOUS PROVISIONS

21. This MoU will come into effect on the date of signature. The Participants may amend this MoU upon their mutual written consent. A Participant may terminate this MoU by giving a 60-day written notice to the other Participant.

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

Signed in Phnom Penh on this 12th day of November 2025, in duplicate originals in the English language.

[Signed]	*[Signed]*
Samuel Chan Ka-yan *Chairman*	**Cham Nimul** *Minister of Commerce and Chairperson*
FOR THE COMPETITION COMMISSION OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION OF THE PEOPLE'S REPUBLIC OF CHINA	FOR THE COMPETITION COMMISSION OF THE KINGDOM OF CAMBODIA