IN THE BARRISTERS DISCIPLINARY TRIBUNAL

BETWEEN

THE BAR COUNCIL **Applicant**

and

KEI KA MAN (祈嘉敏) **Respondent**

Before: Ambrose Ho, SC, Mr Lawrence KF Ng, Ms Tam Chi-wah Angelique

Dates of Hearing: 6 February 2026, 29 July 2026, 2 October 2026

Date of Decision: 9 October 2026

DECISION ON SANCTION

AND CONSEQUENTIAL ORDERS

A. <u>The Complaints</u>

1. The Respondent was admitted as a barrister in Hong Kong on 24 March 2007.

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2. In November 2020, the Complainant in this matter lodged a complaint against the Respondent. It is apparent that serious disputes have arisen between the Complainant and the Respondent. However, for the present purpose, this Tribunal considers it neither necessary nor appropriate to go into details about their disputes. This Tribunal has not been invited to do so.

3. On 21 November 2025, two Complaints were laid by the Bar Council against the Respondent: - (i) for supplying legal advice or service to a section of the public otherwise than in the course of her practice to two companies while acting as their director; (ii) while acting as a non-executive director of the two companies, without seeking special permission from the Bar Council, the Respondent did work for the two companies which would ordinarily be done by an executive director.

4. Full Particulars of the two Complaints are annexed to this Decision at **Annex 1**.

5. At the first hearing of these Complaints on 6 February 2026, the Respondent (through her Counsel) admitted both Complaints against her.

6. This Tribunal has since received written as well as oral submissions advanced on the Respondent's behalf on sanction and mitigation during two further hearings on 29 July 2026 and 2 October 2026.

7. For the factual background, the parties have submitted the following as Agreed Facts (**"Agreed Facts"**)[1].

> *"2. In or about 2017, the Complainant acquired landed properties in Bangkok and Hua Hin for his proposed property development projects (collectively the **2 Projects**).*

[1] As the identity of the companies and other personalities involved are immaterial for the understanding of the background, this Tribunal has replaced their names with **"Company A"**, **"Company B"**, **"Company C"**, **"Company D"** and **"Mr X"**, where appropriate.

*3. The project in Bangkok was a major project involving the purchase of various lots of adjourning land in Bangkok for the construction of a condominium thereon (the **Bangkok Project**). The project in Hua Hin was a much smaller project involving the purchase of a piece of land in Kuiburi, Hua Hin, for the construction of a boutique hotel and private villas thereon (the **Hua Hin Project**).*

4. As the 2 Projects were in Thailand, the Complainant appointed and engaged Baker & Mckenzie Ltd Attorneys at Law, of Bangkok, Thailand to deal with various Thai law related matters in respect of the 2 Projects.

*5. The Complainant appointed 2 Hong Kong law firms to deal with matters pertaining to fundraising for the 2 Projects, namely, King & Wood Mallesons (**KWM**) and Fairbairn Catley Low & Kong (**FCLK**), in the provision of legal advice and preparation of relevant documentation.*

*6 A corporate structure was also set up in Hong Kong by the Complainant for the 2 Projects. For the Bangkok Project, the corporate vehicle was a Hong Kong company called [Company A]. For the Hua Hing Project, the corporate vehicle was a Hong Kong company called [Company B], collectively the **2 Companies**. The sole shareholder of each of the Companies was a BVI company called [Company C]. [Mr X] and the Complainant (later changed to a BVI company called [Company D] controlled by the Complainant) were the sole shareholder of [Company C] each holding 50% of the shares therein."*

The 1st Complaint:

8. This Tribunal is informed that the Respondent was appointed as director of Company A in August 2017 and Company B in June 2017.

9. The 1st Complaint concerns the Respondent's conduct in providing legal advice or service to Company A and Company B in the course of her being a director. She did so otherwise than in the course of her practice and without the intervention of solicitors.

10. Specifically, the Respondent admitted having prepared and finalised three legal documents without the intervention of solicitors, namely:

(i) between 18 and 22 August 2018 she had prepared and finalised a 2nd Supplemental Agreement to the Consultancy Agreement between Company A and its fundraiser;

(ii) between 22 and 24 August 2018, she had prepared and finalised two sets of Novation Agreement relating to Company C's Shareholders' Agreement, concerning the shareholdings of Company A and Company B respectively.

11. In relation to her preparation and finalisation of the Supplemental Agreement mentioned in paragraph 10(i) above, this Tribunal is informed by way of the Agreed Facts as follows:

"11. ..... the Complainant appointed KWM and FCLK to provide legal advice and prepare documentation in relation to the matter of fundraising.

12. One of the documents prepared by FCLK was a Consultancy Agreement entered into between [Company A] and one of the fundraisers in around October 2017.

13. In August 2018, the Complainant instructed the Respondent to prepare a Supplemental Agreement, whereupon the Respondent reminded the Complainant that the original Consultancy Agreement was prepared by FCLK. However, the Complainant insisted that the Supplemental Agreement be prepared by the Respondent because FCLK 'will take too long cos we need to get it signed next week'. The Respondent agreed to do so, saying that 'If so will mark my time and charge separately for the drafting.

14. It is in the above circumstances that the Respondent prepared and finalised a Supplemental Agreement to the original Consultancy Agreement, without the intervention of a solicitor ....."

12. In relation to her preparation and finalisation of the two sets of Novation Agreement mentioned in paragraph 10(ii) above, this Tribunal was further informed by way of the Agreed Facts as follows:

"15. ..... the holding company in the Hong Kong corporate structure set up by the Complainant was [Company C], with Mr X and the Complainant as equal shareholders.

16. In August 2018, the Complainant wanted to use a BVI company by the name of [Company D] to be corporate shareholder in place of himself as shareholder of [Company C]. He instructed the Respondent to prepare a Novation Agreement to effect the change. The Respondence agreed, indicating that 'as this is a matter of the shareholders of [Company C], I would charge separately under each of the two companies. As the 2 documents would be very similar, I would just split the fess in equal shares.' This took place at about the same time when the Complainant instructed the Respondent to prepare the Supplemental Agreement to the Consultancy Agreement as mentioned in paragraph 13 hereinabove.

17. It is in the above circumstances that the Respondent prepared the Novation Agreement, without the intervention of a solicitors .....

18. The Respondent charged fees for each of the work she performed as mentioned in paragraphs 1.1, 1.2 and 2.2 under Particulars of the First Complaint."

13. In considering the appropriate sanction for the 1st Complaint, this Tribunal accepts that the three documents were prepared in August 2017 at a time when the Complainant and his related companies had already instructed solicitors to advise them on the projects-related and fundraising legal documentation. The information reveals that the companies had the benefit of legal advice from two Hong Kong solicitors firms as well as two Thai legal firms. There is also evidence that Hong Kong counsel was instructed to advise on some aspects of the documentation concerning Company B.

14. This Tribunal notes that when the Respondent was approached by the Complainant to assist in dealing with the Supplemental Agreement, she initially referred the Complainant back to FCLK who prepared the original Consultancy Agreement, and it was upon the insistence of the Complainant that the Respondent eventually agreed to assist in the preparation and finalisation of the document (Agreed Facts §13).

15. This Tribunal also notes that subsequent to August 2017, KWM were continued to be engaged to provide legal services to Company A and Company B on the relevant documentation.

16. This Tribunal accepts that the Respondent had spent a total of 11 hours in relation to the preparation of the Supplemental Agreement, for which she had received fees of HK$49,500. On the other hand, for the work in relation to the 2 sets of Novation Agreement, the Respondent had spent 5 hours for which she had received sums of HK$11,250 each from Company A and Company B. The total fees she received was HK$72,000.

17. This Tribunal accepts that the time spent by the Respondent in relation to the 3 documents was not substantial. The fees received by her was only a small fraction of the professional fees incurred by the relevant companies for the legal services provided by the solicitors firms in connection with the projects.

18. Furthermore, the work undertaken by the Respondent for the three documents was transactional in nature and not litigation-related. There is no issue of the risk of undermining a barrister's independence or objectivity, or compromising her duty to the court in the absence of solicitors' involvement in litigation.

19. This Tribunal also notes that there was no complaint that the work performed by the Respondent was defective or had resulted in loss to the Complainant or his related companies.

The 2nd Complaint:

20. The 2nd Complaint concerns the Respondent's conduct in her supplementary occupation as a non-executive director (i) of Company A during the period from 23 August 2017 to around August 2019, and (ii) of Company B during the period from 14 June 2017 to around August 2019, in each case with a break for about 2 months from 1 May 2018 to 17 July 2018.

21. The relevant Code of Conduct as applicable in 2017 provided that a barrister, in the capacity as a company's non-executive director, may not do work for the company which would ordinarily be done by an executive director without seeking special permission from the Bar Council. As from 15 November 2018, the relevant provision in the Code of Conduct was changed to requiring the barrister to give prior written notification to the Bar Council for undertaking such work as opposed to seeking approval for doing so. The impugned conduct relating to the Respondent's supplementary occupation straddled the change from a permission requirement to a notification requirement.

22. The Respondent admitted having performed work for the two companies during the respective periods that was in the nature of work ordinarily done by an executive director.

23. The work that she performed for Company A consisted of overseeing relevant legal documentations prepared by the company's lawyers; meeting with the company's potential investors; dealing with the company's lawyers in relation to various draft contractual documents; reviewing and signing the audit papers for the company's subsidiaries in Thailand; reconsidering the whole set of the Subscription Agreement prepared by the company's lawyers and making revisions related to "Events of Default"; studying and settling draft subscription documents with potential investors prepared by the company's lawyers; studying the drafts of, revising and settling the whole set of documents in respect of the subscription by a potential investor prepared by the company's lawyers; meeting with potential investors of Company A, liaising with them on the signing of such contractual documentation and participating in conferences with fundraisers of Company A.

24. The work that she performed for Company B consisted of overseeing the relevant legal documentations prepared the company's lawyers; contacting or dealing with potential investors of Company B to answer queries regarding the contractual documentation and liaising with them on the signing of such contractual documentation.

25. In relation to the 2nd Complaint, this Tribunal is informed by way of the Agreed Facts as follows:

"7. The Complainant recruited the Respondent to be director of the 2 Companies to which the Respondent agreed. At that time, the Respondent's understanding was that the Complainant needed someone with legal background to oversee such documentation and other legal work to be done by the 2 Companies' Hong Kong and Thai lawyers.

8. In respect of the Respondent's employment as director of the 2 Companies, there was no employment contract governing the Respondent's employment as director or setting out the Respondent's work and duties.

9. After her appointment as director of [Company B] on 14 June 2017 and [Company A] on 23 August 2017 respectively, she was instructed by the Complainant to perform other tasks, as set out in paragraphs 1.2, 2.2 and 2.3 under Particulars of the Second Complaint, as and when the tasks arose.

10. In the performance of the tasks set out in the Particulars of the Second Complaint, the Respondent had not sought either special permission from or given notification to the Bar Council."

26. In considering the appropriate penalty for the 2nd Complaint, this Tribunal accepts that at the time she was approached by the Complainant in May 2017, she was told that it would be a part-time job involving not more than 4 hours per week for each of the two companies. She sought advice from her head of chambers who told her that there was no need to seek permission from the Bar Council for taking up the position as non-executive director of the companies.

27. In the event, despite her appointment only as a non-executive director, she performed the various tasks which would ordinarily have been undertaken by an executive director (as set out in the Particulars of the 2nd Complaint) at the instructions of the Complainant as and when those tasks arose.

28. This Tribunal has been provided with the tax returns of the Respondent for the years 2017/2018 and 2018/2019. The tax return for 2017/2018

shows that the Respondent received $420,000 from Company A between September 2017 and March 2018, and $460,000 from Company B between July 2017 and March 2018, totalling $880,000 as remuneration from both companies. For 2018/2019, she received $300,000 each from Company A and Company B between April 2018 and March 2019, totalling $600,000 as remuneration from both companies.

29. Although the periods shown in the tax returns do not dovetail with the period of her directorship set out in the particulars of the 2nd Complaint, the tax returns do give some general indication as to the level of remuneration received by the Respondent from the two companies. However, there is no breakdown of the proportion of the reported income between her remuneration as a non-executive director and the fees attributable to her performance of the executive-type work.

30. The Respondent has compiled a summary of the WhatsApp messages exchanged between her and the Complainant (together with a supplemental table of analysis). By the summary, the Respondent sought to show roughly the division between the time spent on work undertaken by her as a non-executive director and time spent on other executive-type work. However, this Tribunal does not find the summary or the analysis table particularly informative. The description in the summary provides very limited information on the nature of the work involved or the extent of the work actually performed. However, in the absence of more precise evidence to the contrary, this Tribunal is prepared to give the Respondent the benefit of the doubt, and would proceed on the basis that the amount of time spent by the Respondent on the executive-type work was not substantial. Her dealings with the investors and fundraisers were initiated by the Complainant, and as instructed by him she contacted them and reported to the Complainant. She attended telephone conferences with the companies' solicitors, signed documents prepared by others and commented on drafts settled by the solicitors.

31. From the tax returns produced, this Tribunal accepts that the major portion of the Respondent's income remained income derived from her practice as a barrister. This Tribunal is prepared to accept that the

Respondent's practice had remained her primary occupation during the period of the impugned conduct in question.

32. This Tribunal notes, however, that the misconduct had spanned almost 2 years (taking into account that there was a break of about 2 months in between). The advice she obtained from her head of chambers to the effect that no approval would be needed from the Bar Council because the position offered was one of non-executive director, clearly did not absolve her from responsibility. If anything, such advice should have heightened her alertness to ensuring that any work she was asked to perform would not exceed her role as a non-executive director.

33. In mitigation, it was submitted on the Respondent's behalf that even before the change in November 2018 from a permission regime to a notification regime, the Bar Council would likely have given permission to the Respondent to take up the non-executive directorship even with some executive functions, given that the role would only occupied 8 hours of her time per week. This Tribunal is not convinced that the Bar Council would likely have granted permission in these circumstances, nor would this Tribunal wish to speculate whether that would be the Bar Council decision either. What this Tribunal is prepared to accept is that after the change to a notification regime in November 2018, the Respondent's misconduct lies only in her failure to notify the Bar Council of her role and function in the 2 companies. This change of requirement reflects a less serious nature of the contravention after November 2018 and has been taken into consideration by the Tribunal regarding the appropriate penalty.

34. In further mitigation, this Tribunal has taken note that the Respondent has no previous disciplinary record against her. She has admitted both Complaints.

35. This Tribunal further notes that the Respondent was first notified of the complaints in December 2020. In her solicitors' letter of 3 November 2023, she indicated that the complaints could be "*dealt with other than by way of a full-blown trial*". On 14 November 2023, it was said that her then counsel had prepared the amended draft complaints for

consideration by the Applicant and she asked the Applicant "*to refrain from performing any work in preparation of a full-blown trial*". It is noted at least from the end of 2023, the Respondent has expressed willingness to admit the complaints, although (as will be further mentioned in paragraphs 45 and 46 below) details of the complaints were still being considered between the parties.

36. This Tribunal further takes note that the Respondent has ceased to hold directorship for both companies from April 2020 upon the appointment of receivers and managers. The conduct complained of has not been repeated. There is also no evidence that the work performed by the Respondent, the subject of the Complaints, has cause loss to any third parties, or has thereby compromised the ability of discharging her duties as a barrister in her practice.

Penalty

37. This Tribunal is satisfied that the Respondent has acted in contravention of the relevant provisions in the Code of Conduct of the Bar as set out in the two Complaints.

38. The Applicant has submitted two previous cases for the Tribunal's reference on penalty. One of them (Discipline 18/2004) concerned a barrister's dishonest conduct in obtaining his academic qualification resulting in a criminal conviction. That case is very different from the present and is of no reference value for the present purpose. On the other hand, the two complaints in the other case (Discipline 24/2003) related to a barrister having acted as a company director without permission of the Bar Council, and undertaken legal work for the company otherwise than on the instructions of an authorised person. However, the facts constituting the misconduct in that case are rather different from the present, and accordingly, afford little assistance for the present purpose.

39. Having considered all the circumstances of the present Complaints, this Tribunal considers that a financial penalty is the appropriate and

proportionate sanction for the Respondent's misconduct under each of the 1st and 2nd Complaints.

40. This Tribunal considers that the Respondent should pay a penalty of $50,000 for the 1st Complaint, and a penalty of $100,000 for the 2nd Complaint. This Tribunal would accede to the Respondent's request for time to pay the penalties (see the Order below).

Consequential Directions and Costs

41. The Respondent asked that her identity be anonymised in the publication of this Decision and only a summary of the findings be published. In support of the request, her Counsel submitted that this case involved exceptional circumstances which would hardly recur in the foreseeable future. The Respondent herself was the whistle-blower but it was the Complainant who benefitted from the work that he instructed the Respondent to perform. Counsel urged this Tribunal to adopt the directions given in Discipline 14/2003 relating to publication of the decision.

42. This Tribunal does not consider that the circumstances in the present case are so exceptional as to justify anonymity as requested. This Tribunal considers that it is generally in the public interest for disciplinary decisions to be published without anonymising the identity of the barristers concerned. There are merits in transparency of the Bar's disciplinary procedure. This Tribunal believes that transparency promotes confidence by the public in the profession. Disclosure of identity may in some way be an effective deterrence, and in turn would promote vigilance among members and enhance observance of the professional standard laid down in the Code of Conduct. This Tribunal is not persuaded that an exceptional case has been made out for the Respondent's identity to be anonymised in the publication of this Decision.

43. As for costs, the Respondent does not resist an order that she pays the costs of and incidental to these proceedings and of any prior inquiry or investigation. Both parties have agreed that there should be a summary assessment of the Applicant's costs. The Applicant accepts that costs should be assessed on the party and party basis.

44. A Statement of Costs have been provided to the Tribunal and submissions have been received from both parties on the assessment of quantum of the costs.

45. In assessing quantum, this Tribunal notes (as mentioned in paragraph 35 above) that while the Respondent has indicated in November 2023 that she would likely admit the complaints and that a draft amended complaint would be provided to the Applicant, extensive correspondence has since been exchanged between the parties. The Respondent has submitted altogether five Explanatory Notes between 1 March 2024 and 14 May 2024, enclosing well over 1,000 pages of documents.

46. Then apparently after a period of hiatus, the Respondent and the Applicant eventually agreed in August 2025 that she would admit to the amended version of the complaints. In November 2025, the Applicant formally initiated the proceedings before the Barristers Disciplinary Tribunal. This Tribunal notes, however, that even at the second hearing of these proceedings on 26 July 2026, the Respondent was still seeking an adjournment for her to submit further documents in support of her submissions in mitigation. She has since produced a number of additional documents.

47. This Tribunal refers to the chronology in the preceding paragraphs to record that a substantial volume of documents would have to be perused and considered by the Applicant and its legal advisers. This would be borne in mind in assessing the reasonableness of the amount of work and time spent as set out in the Statement of Costs.

48. This Tribunal notes however that neither the 5 Explanatory Notes nor the voluminous enclosures were referred to at the hearings. In the event,

even though for the purpose of the mitigation hearings, the formal documents, the correspondence and the Explanatory Notes themselves would be relevant, there is some merit in the Respondent's complaint that the costs of producing all eight bundles of documents can be regarded as excessive.

49. This Tribunal also takes note of the fact that two senior solicitors were assigned to handle the Applicant's case. This Tribunal accepts that it would be more costs effective if one of them was a more junior solicitor of the firm. For that purpose, this Tribunal considers that it would be reasonable to award costs of the second solicitor at the reduced rate of $3,500 per hour. That said, however, this Tribunal does not agree that spending 10 hours in perusing the substantial volume of documents is excessive, irrespective of the seniority of the solicitors who undertook that task. This Tribunal does not accept the contention that the solicitors should have sent the five Explanatory Notes together with the large volume of documents straight to the Applicant without reading or considering them themselves.

50. Lastly, this Tribunal does not consider that the increase in costs between the two hearings from 29 July 2026 to 2 October 2026 in Item C of the Statement should be completely disallowed.

51. Taking a broad brush approach, this Tribunal considers it appropriate to summarily assess the Applicant's costs to be in the sum of $170,000.

Orders

52. For all the foregoing reasons, this Tribunal hereby makes the following orders:

(1) The Respondent is ordered to pay into the general revenue within 28 days upon expiry of the time as provided in paragraph 4 below, a penalty of $50,000 in respect of the 1st Complaint and a penalty of $100,000 in respect of the 2nd Complaint.

(2) This Decision dated 9 October 2026 and this Order be published in the following manner upon expiry of the time as provided in paragraph (4) below:-

(i) By way of a Bar Circular;

(ii) By displaying on the Bar website in the part which is accessible by public generally for a period of 12 months and thereafter be removed therefrom;

(iii) By sending a copy of this Decision to the Complainant, the Registrar of the High Court and the District Court, the Chief Judge of the High Court, the Chief District Judge, the Chief Magistrate, all members of the Barristers Disciplinary Tribunal Panel, the Department of Justice (the Secretary for Justice, the Civil Litigation Unit and the Director of Public Prosecution), the President of the Law Society, the Director of Legal Aid, the Administrator of the Duty Lawyer Service, and the Official Receiver's Office.

(iv) Without prejudice to sub-paragraph (ii) above, a copy of the Complaint, this Decision and the Order be kept in the Bar Secretariat.

(3) The Respondent shall pay the Applicant's costs in the total sum of $170,000 within 28 days upon expiry of the time as provided in paragraph (4) below.

(4) All orders made herein be stayed pending the expiration of the period for lodging an appeal to the Court of Appeal prescribed in section 37B(1) of the Legal Practitioners Ordinance (Cap.159), and if an appeal were lodged within the prescribed period, such stay be extended pending the disposal of the appeal.

* * * * *

So ORDERED and signed on the date set out herein by:

Mr Ambrose Ho, SC	Mr Lawrence KF Ng	Ms Tam Chi-wah, Angelique
Chairman of the Barristers Disciplinary Tribunal	Member of the Barristers Disciplinary Tribunal	Member of the Barristers Disciplinary Tribunal

ANNEX 1

FIRST COMPLAINT

Supplying legal advice or service to a section of the public otherwise than in the course of her practice, specifically to a company while acting as its director, contrary to: (1) paragraphs 5.6 and 5.7(d)(iii) of the Code of Conduct of the Bar of the Hong Kong Special Administrative Region adopted on 19 January 2017, effective from 20 July 2017 and updated as at 14 August 2018 **("2017 Bar Code");** and (2) paragraph 5.6 of the Code of Conduct of the Bar of the Hong Kong Special Administrative Region adopted on 14 November 2018, effective from 15 November 2018 **("2018 Bar Code").**

PARTICULARS

1. On one occasion in August 2018, in the course of acting as a director of [Company B] as requested and agreed by the Complainant, Kei Ka Man provided legal advice or service to [Company B] in that:

    1.1 From about 22 to 24 August 2018, she prepared and finalized one set of Novation Agreement of the Shareholders' Agreement of [Company C], which was the holding company of [Company B] and the Complainant was a majority shareholder of [Company C] and controlled the board.

    1.2 In doing so, Kei Ka Man was not acting in the course of her practice as a barrister.

2. On two occasions in August 2018, in the course of acting as a director of [Company A] as requested and agreed by the Complainant, Kei Ka Man provided legal advice or service to [Company A] in that:

    2.1 From about 18 to 22 August 2018, she prepared and finalized the 2nd Supplemental Agreement to Consultancy Agreement between [Company A] and its fundraiser.

2.2 From about 22 to 24 August 2018, she prepared and finalized one set of Novation Agreement of [Company C], which was the holding company of [Company A] and the Complainant was a majority shareholder of [Company C] and controlled the board.

2.3 In doing so, Kei Ka Man was not acting in the course of her practice as a barrister.

SECOND COMPLAINT

During the periods from 14 June 2017 to 30 April 2018, and from 18 July 2018 to 14 November 2018, acting as a non-executive director of two companies without seeking special permission from the Bar Council, doing work for the two companies which would ordinarily be done by an executive director, contrary to paragraph 23(4)(a) of the Code of Conduct of the Bar of the HKSAR adopted on 20 November 1997, effective from May 1998 and updated as of I June 2016 and paragraph 5.7(d)(i) of the 2017 Bar Code.

AND during the period from 15 November 2018 to around August 2019, engaging in occupation or work other than that of a barrister, without giving prior written notification to the Bar Council, contrary to paragraph 5.7(a) of the 2018 Bar Code.

PARTICULARS

1. In acting as a director of [Company B] from 14 June 2017 to 30 April 2018, and from 18 July 2018 to around August 2019, Kei Ka Man was acting as a non-executive director doing work that would ordinarily be done by an executive director, in that:

1.1 She was appointed as a director of [Company B] on the basis that she would oversee the relevant legal documentations prepared by the company's lawyers.

1.2 She also contacted or dealt with potential investors of [Company B] to answer queries regarding the contractual documentation and to liaise with them on the signing of such contractual documentation.

2. In acting as a director of [Company A] from 23 August 2017 to 30 April 2018, and from 18 July 2018 to around August 2019, Kei Ka Man was acting as a non-executive director doing work that would ordinarily be done by an executive director, in that:

2.1 She was appointed as a director of [Company A] on the basis that she would oversee the relevant legal documentations prepared by the company's lawyers.

2.2 Acting as non-executor director of [Company A], she performed the following work at the request of the Complainant, which would ordinarily be performed by an executive director:

(a) Meeting with the company's potential investors,

(b) Dealing with the company's lawyers in relation to various draft contractual documents,

(c) Reviewing and signing the audit papers for the company's subsidiaries in Thailand,

(d) Reconsidering the whole set of the Subscription Agreement prepared by the company's lawyers and making revisions related to "Events of Default",

(e) Studying and settling draft subscription documents with potential investors prepared by the company's lawyers,

(f) Studying the drafts of, revising and settling the whole set of documents in respect of the subscription by a potential investor prepared by the company's lawyers.

2.3 She also met with potential investors of [Company A], liaised with them on the signing of such contractual documentation, and participated in conferences with fundraisers of [Company A].

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