

CLIENT IDENTITY RULE SCHEDULE

This Client Identity Rule Schedule constitutes an agreement between you and China International Capital Corporation Hong Kong Securities Limited (“**CICC**”), and by dealing or continuing to deal with CICC, you will be bound by the terms of this Schedule.

1 The Client Identity Rule

CICC is obliged to comply with the Client Identity Rule Policy of the Securities and Futures Commission of Hong Kong (the “**Rule**”). The Rule implements the Hong Kong Government’s policy that client information should be available to the SFC, the exchanges, and other legal or regulatory authorities (the “**Regulators**”). It complements the amended rules of the Stock Exchange of Hong Kong, which require that brokers ascertain and record client identity details before executing a transaction on the Exchange.

The Rule requires CICC to obtain and record client identity information before anything is done to effect a transaction. Further, once the Regulators have requested such information, CICC must provide it within two business days of the day the request was made, although in exceptional market conditions the Regulators may require information shortly after a transaction occurs.

In certain instances, you may prefer not to disclose the identities of your clients to us, for example, where you act as agent for a third party. The SFC will treat CICC’s client identity obligation as discharged if you agree to provide the information about the beneficiary of that transaction and details of the person originating the instruction for that transaction on request directly to the Regulators. Accordingly, where we have received a request from the Regulators in respect of a transaction effected by you for another client (whether as agent or on a back-to-back basis) you hereby agree to provide the client identity information as described below.

2 Providing information about your client’s identity

- 2.1** Following our receipt of a request from the Regulators we will send you a request for client identity information. You agree to immediately inform the Regulators of the identity, address, contact details and occupation of:
 - 2.1.1** the person ultimately responsible for originating the instruction in relation to the transaction; and
 - 2.1.2** the person who is the recipient of the economic or commercial benefit of the transaction or bearer of such risk; and
 - 2.1.3** the client for whom the transaction was carried out.
- 2.2** You should note that, in relation to a collective investment scheme or discretionary account, the “person” referred to in paragraphs 2.1.1 and 2.1.2 above is the collective investment scheme or account, and the manager of that collective investment scheme or account, not those who hold a beneficial interest in that collective investment scheme or account (e.g., the unitholders of a unit trust).
- 2.3** You confirm that you have procedures in place to obtain such information from clients and agree to provide such information directly to the Regulators within the required timeframes.

2.4 Notification that investment discretion is overridden

If, in respect of a particular transaction the discretion of the investment manager is overridden by one or more of the beneficiaries of a scheme, account or trust (or someone else), you agree to notify us of this fact immediately. Following a request for client identity information from us, you agree to immediately inform the Regulators of the identity, address and contact details of the beneficiary or beneficiaries (or others) who have given the instructions in relation to the transaction.

2.5 Client secrecy laws

You confirm that, where you obtain client identity information from an intermediary in another jurisdiction with client secrecy laws, the terms of this Schedule are valid and binding in that jurisdiction, and that you and your ultimate client waive the benefit of any secrecy laws in respect of providing the required information to the Regulators upon request.

2.6 Survival following termination

You agree that your obligations to provide information to the Regulators under this Schedule shall survive even after the termination of the Terms of Business or Client Agreement between you and CICC.

2.7 Applicability

This Schedule applies to all transactions entered into by you with or through CICC, whether before or after the date of this Schedule.