

PERSONAL DATA (PRIVACY) SCHEDULE

This Personal Data (Privacy) 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.

CICC will comply with all applicable data privacy laws, including, where applicable, the Personal Data (Privacy) Ordinance (Cap. 486) of Hong Kong (“**PDPO**”), which regulates the collection and use of personal data concerning individuals in Hong Kong. The following information is provided to you in accordance with the PDPO. Unless the context otherwise requires, words and phrases in this paragraph shall have the meaning given to them by the PDPO.

1 Disclosure of Personal Data

Unless otherwise stated, you must supply personal data as requested by CICC to the extent this is reasonably required for purposes of the establishment of a client relationship with you and for purposes of ongoing provision of services, including compliance with CICC’s regulatory obligations. If you do not supply this data, it will not be possible for CICC to provide services to you.

2 Use of Personal Data

2.1 Users of personal data

You confirm for yourself and/or on behalf of any individuals whose personal data you disclose or have disclosed to CICC in connection with the Client Terms (as defined below) (from whom you represent that you have obtained appropriate consents to the extent necessary) that all personal data concerning you and all personal data concerning any such individual (whether provided by you or any other person, and whether provided before or after the date of the Client Terms) may be used by any of the following companies or persons (each, a “**User**”): CICC and its affiliates, any director, officer or employee of CICC or its affiliates, only when carrying out our business; or any person (such as lawyers, advisers etc.) authorised by us, only when carrying out our business.

2.2 Purposes of use

You confirm for yourself and/or on behalf of any individuals whose personal data you disclose or have disclosed to CICC in connection with the Client Terms (from whom you represent that you have obtained appropriate consents to the extent necessary) that all personal data concerning you and all personal data concerning any such individual (whether provided by you or any other person, and whether provided before or after the date of the Client Terms) may be used by any User for any of the following purposes:

- daily operation of the services and facilities provided to you and relating to any transactions you may undertake;
- new or existing client verification procedures and ongoing account administration;
- ensuring ongoing creditworthiness of you or any other person;

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- enforcing of your obligations, including but not limited to the collection of amounts outstanding from you or any other person;
- enabling any actual or potential assignee or participant or sub-participant of our rights to evaluate the transaction or intended transaction;
- comparison with your personal data (irrespective of the purposes and sources for which such data were collected, and whether collected by a User or any other person) for the purpose of: (A) credit checking; (B) data verification; and (C) otherwise producing or verifying data which may be used for the purpose of taking such action that a User or any other person may consider appropriate (including action that may relate to the rights, obligations or interest of you or any other person);
- any purpose relating to or in connection with compliance with any law, regulation, court order or order of a regulatory body;
- subject to these terms, for purposes of the marketing of financial and investment services and products; and
- any other purpose relating to or in connection with the business or dealings of ourselves and our affiliates.

CICC may also transfer or make available personal data as necessary for the purposes noted above to Users in or outside Hong Kong. In the latter case, this may include transfers to some countries that do not provide the same legal protection for personal data as Hong Kong. CICC takes reasonable steps to ensure that all such recipients adequately protect such personal data.

3. Direct Marketing Consents

In certain circumstances, CICC intends to use personal data (such as your name, address, telephone and fax numbers and email address or, where applicable, those of individuals whose personal data you disclose or have disclosed to CICC in connection with the Client Terms) in direct marketing (as such term is construed for purposes of the PDPO) of financial and investment services and products. However, CICC may not use personal data in direct marketing without the consent of the relevant data subject.

CICC also intends to transfer such personal data to Users for their use in such direct marketing of financial and investment services and products. However CICC may not provide personal data to other persons for this purpose without the written consent of the relevant data subject.

CICC may receive remuneration and/or other benefits or compensation in return for transferring or making available personal data to one or more Users. Such remuneration, compensation or benefits may be calculated based in whole or in part on the nature and extent of the services or facilities that CICC and/or its affiliates may provide to you from time to time or the size, nature or frequency of transactions that you may enter into, or such other factors as CICC may agree with such party.

By signing the Account Opening Application Form which, together with the Client Agreement (if applicable), the Terms of Business, the Risk Disclosure Schedule (if applicable), the Client Identity Rule Schedule, the Professional Investor Notice (if applicable) and this Schedule, forms a written legal agreement (the “**Client Terms**”), you consent to their provisions, including providing consent, on behalf of yourself and, where applicable, such individuals, to the use

and transfer of personal data such as names, addresses, telephone and fax numbers and email addresses for direct marketing purposes.

Should you or any such individual not wish to receive direct marketing communications from CICC or should you or any such individual not wish to provide consent to CICC's transfer of personal data to other persons for their use in direct marketing, please indicate this in the Account Opening Application Form. Should you or any such individual at any time not wish to receive communications from CICC that amount to direct marketing, or should you or any such individual at any time wish to notify CICC of the withdrawal of consent for us to transfer any or all of the relevant personal data that CICC holds to other persons for their use in direct marketing, please advise CICC or ask the individual concerned to advise CICC accordingly by contacting the contact person noted below.

4. Rights of Access and Correction

You have and, where applicable, any individual whose personal data you disclose or have disclosed to us in connection with the Client Terms has the right to have access to and correct your (or, where applicable, that individual's) personal data pursuant to the PDPO. In general, and subject to certain exemptions, you (and, where applicable, they) are entitled:

- to enquire as to whether CICC holds personal data in relation to you or them respectively;
- to request access to the relevant personal data within a reasonable time, at a fee which is not excessive, in a reasonable manner and in a form that is intelligible;
- to request the correction of the relevant personal data;
- to be given reasons if a request for access or correction is refused, and to object to any such refusal;
- to request that CICC cease to use the relevant personal data for direct marketing purposes (such a request may be submitted at any time, at no cost to you or the relevant individual, to the contact person noted below); and
- to request that CICC cease to transfer the relevant personal data to other persons for their use in direct marketing and notify any persons to whom CICC has transferred the personal data for this purpose to cease to use it in direct marketing (such a request may be submitted at any time, at no cost to you or the relevant individual, to the contact person noted below).

5. Contact Person

If you wish to request access to and correction of your personal data, or if any individual whose personal data you disclose or have disclosed to us in connection with the Client Terms wishes to make such a request, or should you or any such individual wish to exercise rights to withdraw the consents provided in respect of CICC's use of relevant personal data for direct marketing or transfer of such data to another person for that person's use in direct marketing, you or, where applicable, the relevant individual should address the request or notification by post or email to:

Compliance Department



China International Capital Corporation Hong Kong Securities Limited (CE Number AEN894)

China International Capital Corporation Hong Kong Securities Limited

29th Floor, One International Finance Centre

1 Harbour View Street, Central

Hong Kong

Email: CICC_PDPO@cicc.com.cn.

6. Applicability

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