

**Atlantic Strategic SPC Fund II**  
大西洋策略基金 II  
**(FORMERLY KNOWN AS GLORY SUN SPC-FUND II)**  
("Fund")  
(「基金」)

**GLORY SUN HIGH YIELD BOND SP**  
宝新高收益债券基金<sup>\*</sup>  
**("Segregated Portfolio")**  
(「投资组合」)

**SUBSCRIPTION DOCUMENTS**  
认购文件

**FOR NON-U.S. INVESTORS**  
供非美国投资者

**October 2023**  
2023 年 10 月

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<sup>\*</sup> Note: The Chinese name is for marketing and identification purposes only.

ATLANTIC STRATEGIC SPC FUND II  
GLORY SUN HIGH YIELD BOND SP  
大西洋策略基金 II  
宝新高收益债券基金

SUBSCRIPTION INSTRUCTIONS  
认购指示

If, after you have carefully reviewed the Private Placement Memorandum (the "Offering Memorandum") dated April 2023 and Supplementary Confidential Private Placement Memorandum (the "Supplement") dated November 2021 in relation to the Segregated Portfolio, and the most recent annual and monthly reports (if any) of the Fund, you have decided to purchase non-voting redeemable participating shares (the "Shares") in the Segregated Portfolio, please observe the instructions below. The information requested in these subscription documents (the "Subscription Documents") is confidential and will not be reviewed by anyone other than Amicorp Fund Services Asia Limited (the "Administrator"), Atlantic Asset Management Limited (the "Investment Manager") and their respective affiliates and their directors, officers, employees, agents and counsel, except as otherwise permitted by law or the Investment Manager's privacy policy. All Subscription Documents must be fully completed and executed or they will not be accepted.

若閣下已小心閱讀與本投資組合有關在2023年4月份發行的私人配售備忘錄（「配售備忘錄」）及在2021年4月份發行的補充保密私人配售備忘錄（「補充文件」），以及最近期的基金年度及月度報告（如適用），並決定購買投資組合的無投票權及可贖回參與股份（「股份」），敬請遵守以下指示。認購文件（「認購文件」）內要求資料屬保密，除 Amicorp Fund Services Asia Limited（「行政人」）、寶新資產管理有限公司（「投資經理」）以及其各自的聯屬公司及其董事、高級職員、僱員、代理及顧問外，任何其他人士均不能閱讀有關資料，除非法律允許或投資經理之隱私權政策允許的其他情況外。所有認購文件必須填寫完整並簽署，否則將不被接受。

The minimum eligibility standards are set forth in Supplement. The minimum investment for SP3-Class A Shares or SP3-Class C Shares is HK\$2,000,000, and the minimum investment for SP3-Class B Shares or SP3-Class D Shares is US\$250,000, subject to change at the discretion of the Directors (but not below US\$100,000 pursuant to Mutual Funds Law of the Cayman Islands (the "Mutual Fund Law").

補充文件中規定最低投資資格標準。SP3-類別 A 股份或 SP3-類別 C 股份的最低認購額為 2,000,000 港元；及 SP3-類別 B 股份或 SP3-類別 D 股份的最低認購額為 250,000 美元；但董事經有酌情權更改最低認購額（但根據開曼群島《互惠基金法》（「互惠基金法」）的規定，最低認購額不得低於 100,000 美元）。

Capitalised terms used but not defined herein shall be given the meaning assigned to such terms in the Offering Memorandum and the Supplement.

本認購文件內使用但尚未定義的詞匯應具有配售備忘錄及補充文件中賦予該等詞匯的涵義。

If you have any questions concerning these Subscription Documents or would like assistance in completing them, please contact the Investment Manager or the Administrator.

如閣下對認購文件存有任何疑問或在填寫時需要協助，請與投資經理或行政人聯絡。

1. **General Description of the Subscription Documents 認購文件的一般描述**

The Subscription Documents are comprised of a subscription agreement ("Subscription Agreement") and the Anti-Money Laundering Supplement attached as Appendix C.

認購文件包括認購協議（「認購協議」）及附錄 C 的反洗黑錢補充文件。

2. **Subscription Agreement 認購協議**

Every subscriber must deliver a dated, completed and executed Subscription Agreement. Please read the Subscription Agreement carefully and complete Sections 1, 2.4, 3 and 8, the appropriate signature page and the relevant Appendices. Every subscriber must deliver the documentation described on the appropriate

signature page and the relevant Appendices along with any other documentation that the Segregated Portfolio and/or the Administrator may request.

每名认购人必须提供日期、已填写及已签署的认购协议。请小心阅读认购协议，并完成第 1、2.4, 3 及 8 部分和相关的签名页及相关附录。每认购人必须提供相关的签名页及相关附录内所描述的文件，以及投资组合及/或行政人可能要求的任何文件。

### 3. Foreign Account Tax Compliance Act ("FATCA") 海外账户税收合规法案 (「FATCA」)

FATCA is a global compliance framework which requires the United States of America ("U.S." or "US") and foreign funds to identify investors' tax residency. The scope of FATCA has been broadened to incorporate the terms of various Intergovernmental Agreements entered into between the U.S. and a number of other countries.

FATCA 为一个全球合规框架，要求美国及外国基金识别投资者的税务居住地。FATCA 的范围已扩大至包含美国与多个其他国家之间订立的各种跨政府协议的条款。

All investors participating in funds will need to be identified in accordance with the Cayman Islands FATCA regulations. This will generally be accomplished through the completion and submission of U.S. tax withholding forms (e.g. W-8BEN, W-8BEN-E, W-8IMY, W-8EXP, W-8ECI and/or W-9), as well as any self certification statements necessary under FATCA. **Please see the links below to the current IRS tax forms. The self-certification forms for individuals and entities are included at Appendix E.**

所有参与基金的投资者必须根据开曼群岛 FATCA 规例进行身份识别。有关投资者一般通过填写和提交美国税务预扣表格（例如 W-8BEN、W-8BEN-E、W-8IMY、W-8EXP、W-8ECI 及/或 W-9）以及任何根据 FATCA 条例下所要求的自我证明表格，以确认身份。请查看以下与现时 IRS 税表有关的连结。个人和实体的自我证明表格载附于附录 E。

- Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)) – available at <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>  
W-8BEN 表格（有关美国税务预扣及申报（个人）的实益拥有人外国身份证明）— 可于 <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf> 获取有关表格
- Form W-8BEN-E (Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)) – available at <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>  
W-8BEN-E 表格（有关美国税务预扣及申报（实体）的实益拥有人身份证明）— 可于 <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf> 获取有关表格
- Form W-8ECI (Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States) – available at <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>  
W-8ECI 表格（外国人声称收入与美国的贸易或商业行为存在实际相关的证明）— 可于 <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf> 获取有关表格
- Form W-8IMY (Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting) – available at <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>  
W-8IMY 表格（外国中介机构、外国过渡实体或若干美国分行就美国税务预扣及申报的证明）— 可于 <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf> 获取有关表格
- Form W-8EXP (Certificate of Foreign Government or Other Foreign Organisation for United States Tax Withholding and Reporting) – available at <http://www.irs.gov/pub/irs-pdf/fw8exp.pdf>  
W-8EXP 表格（外国政府或其他外国组织就美国税务预扣及申报的证明）— 可于 <http://www.irs.gov/pub/irs-pdf/fw8exp.pdf> 获取有关表格

For further instructions, please contact your tax advisor or visit <http://www.irs.gov/>.  
有关更多详情，请联络 阁下的税务顾问或浏览 <http://www.irs.gov/>。

Due to fluidity surrounding the implementation of FATCA/CRS, the Fund, for and on behalf of the Segregated Portfolio, and/or its agents (including the Administrator) may require you to provide additional information/documentation in order to verify your FATCA/CRS status.

由于 FATCA/CRS 的实施范围的流动性，基金（投资组合代表）及/或其代理人（包括行政人）可能会要求 阁下提供额外资料/文件，以核实 阁下的 FATCA/CRS 身份。

#### 4. **Delivery of the Subscription Documents 交付认购文件**

Once completed, please return the Subscription Documents to:

Amicorp Fund Services Asia Limited  
Room 2103-04, 21/F.  
Wing On Centre  
111 Connaught Road Central  
Hong Kong

Fax: +852 3105 9883  
Email: [glorysunspcii-gshy@amicorp.com](mailto:glorysunspcii-gshy@amicorp.com)  
Attention: Manager, Fund Services

With a copy to:

Atlantic Asset Management Limited  
Unit 1908, 19/F., Tower 2,  
Lippo Centre, No. 89 Queensway,  
Hong Kong

Fax: +852 2850 8682  
Email: [cs.am@hk1282.com](mailto:cs.am@hk1282.com)

完成填写后，请将认购文件寄发至：

Amicorp Fund Services Asia Limited  
香港  
干诺道中 111 号  
永安中心 21 楼 2103-04 室

传真 +852 3105 9883  
电邮: [glorysunspcii-gshy@amicorp.com](mailto:glorysunspcii-gshy@amicorp.com)  
收件方： 基金服务部

副本寄至:

大西洋资产管理有限公司  
香港  
金钟道 89 号  
力宝中心 2 座  
19 楼 1908 室

传真： +852 2850 8682  
电邮： [cs.am@hk1282.com](mailto:cs.am@hk1282.com)

Completed Subscription Documents with any requisite supporting documents (where indicated in Appendix C of the Subscription Agreement) must be received by the Administrator with a copy to the Investment Manager by facsimile or electronic mail no later than 5 p.m. (Hong Kong time) on the last Business Day of the Initial Subscription Period or no less than one (1) Business Day prior to the relevant Subscription Day or such earlier or later date and time as otherwise determined by the Directors (collectively the "**Subscription Deadline**"). When Subscription Documents are sent by facsimile or electronic mail provided the original follows promptly, the Administrator will send an official acknowledgement of receipt in the form of a "Confirmation of Order Received" by facsimile or electronic mail back to you. If you do not receive such official acknowledgement within fifteen (15) Business Days after the end of the Initial Subscription Period or the relevant Subscription Day, or receive an acknowledgement which contains information that differs from the subscription instruction intended by you, you must contact the Administrator immediately.

行政人（副本抄送给投资经理）必须不能迟于首个发行期间之最后一个工作日下午5点（香港时间）或在相关的认购日之前最少一个营业日（香港时间）或董事可酌情决定其他日期或时间（「**认购截止日期**」）以传真或电子邮件方式收到已填写的认购文件和任何必要的证明文件（认购协议之附录 C 注明）。当认购文件以传真或电子邮件发送外，正本文件也随即送至行政人，行政人将通过传真或电子邮件把回执「收到认购申请确认函」传送给阁下。如阁下于 15 个工作日内未收到确认函，或已收到的确认函之内容与阁下认购指示不相同，请立即与行政人联系。

#### 5. **Payment of Subscription 认购之付款**

The total amount of subscription price payable for the Shares being subscribed for (the "**Subscription Price**"), together with the Subscription Fee (as defined below) and all other applicable fees and charges, must be received in full, by bank wire transfer in cleared funds (in the case of subscription in cash), by the Administrator no later than the Subscription Deadline.

行政人不能迟于认购截止日收到阁下所认购股份之总金额（「**认购金额**」），及连同认购费（定义见下文）和所有其他适用收费，以通过银行电汇（以现金认购）方式支付及结清。

The Directors or the Investment Manager may, at their sole and absolute discretion, accept payment for Shares wholly or partly in kind instead of in cash. In cases of payment in kind, the assets to be transferred to the Segregated Portfolio will be valued in accordance with the section titled "**Determination of Net Asset Value**" under the Offering Memorandum (after deduction of any relevant charges and expenses).

董事或投资经理有绝对酌情权决定接受全部或部分以非现金代替现金支付的股份价值。在实物支付的情况下，将根据配售备忘录中标题为「**资产净值释义**」之部分，将实物资产转至投资组合并进行估值（扣除任何相关费用和支出）。

A Subscription Fee of up to five per cent. (5%) of the Subscription Price (the "**Subscription Fee**") is levied upon each subscription and may be subject to change at the discretion of the Directors. The Subscription Fee is to be paid in addition to the Subscription Price and must be included in the bank wire transfer to the Administrator.

可征收认购费，最高为认购金额之 5%（「**认购费**」），但董事有酌情权更改。阁除支付的认购费外，还需支付电汇至基金的银行费用。

Payment made in US Dollar / HK Dollar` by telegraphic transfer (**net of bank charges** or **in full amount**) to the bank account below:

付款将通过电汇（扣除银行手续费或全款）以美元 / 港元`向以下银行帐户支付：

Beneficiary Bank 收款银行:	<b>DBS Bank Ltd.</b>
Bank Code 银行代号:	<b>7171</b>
Branch Code 分行代号:	<b>123</b>
SWIFT Code SWIFT代号:	<b>DBSSGSG</b>
CHIPS UID Number CHIPS UID号码:	<b>034675</b>
Telex Number Telex号码:	<b>RS 24455</b>
Bank Address 帐户地址:	<b>12 Marina Boulevard, DBS Asia Central, Marina Bay Financial Centre Tower 3, Singapore 018982</b>
Account Name 帐户名称:	<b>ATLANTIC STRATEGIC SPC FUND II-GLORY SUN HYB SP 大西洋策略基金 II-宝新高收益债券基金</b>
Account Number 帐户号码:	<b>072-503495-7</b>
Reference备注:	<b>Subscription monies from [Name of Subscriber] 〔认购人名称〕的认购款项</b>

ATLANTIC STRATEGIC SPC FUND II  
GLORY SUN HIGH YIELD BOND SP  
宝新独立投资组合基金 II  
宝新高收益债券基金

SUBSCRIPTION AGREEMENT  
认购协议

TO: Amicorp Fund Services Asia Limited  
Room 2103-04, 21/F  
Wing On Centre  
111 Connaught Road Central  
Hong Kong

Tel: +852 3105 9882  
Fax: +852 3105 9883  
Email: [glorysunspcii-gshy@amicorp.com](mailto:glorysunspcii-gshy@amicorp.com)  
Attention: Manager, Fund Services

WITH A COPY TO:

Atlantic Asset Management Limited  
Unit 1908, 19/F., Tower 2,  
Lippo Centre, No. 89 Queensway,  
Hong Kong

Facsimile: +852 2850 8682  
Email: [cs.am@hk1282.com](mailto:cs.am@hk1282.com)

致: Amicorp Fund Services Asia Limited  
香港  
干诺道中 111 号  
永安中心 21 楼  
2103-04 室

电话: +852 3105 9882  
传真: +852 3105 9883  
电邮: [glorysunspcii-gshy@amicorp.com](mailto:glorysunspcii-gshy@amicorp.com)  
收件方: 基金服务部

副本寄至:

大西洋资产管理有限公司  
金钟道 89 号  
力宝中心 2 座  
19 楼 1908 室

传真: +852 2850 8682  
电邮: [cs.am@hk1282.com](mailto:cs.am@hk1282.com)





Wire confirmations for subscriptions must match the information provided above and the account must be held in the name of the subscriber. **No third-party payments will be accepted.**

认购的电汇确认必须与上面所提供的资料吻合，而该账户必须以认购人的名义持有。不接受任何第三方支付。

1.2 **Subscription in-kind:** The Subscription Price will be paid in kind as set out below

实物认购：认购价按实物支付，如下所示：

(Subscription in-kind, please refer to the below table for securities details. Total subscription amount will be determined by the Directors or the Investment Manager for the below in-kind subscription share.) (实物认购，证券详情请参阅下列表格。总认购额将由董事或投资经理按实物认购内容确定。)

Type of Securities 证券类别:

Name of Securities 证券名称:

ISIN Code of Securities 证券 ISIN 编号

Quantity of Securities 证券数量

Subscription amounts to be calculated by using the closing price of the Securities (as above) as possible to the last Business Day of the Initial Subscription Period or the relevant Subscription Day

认购金额根据证券的收市价计算（如上）（可能为首个发行期间之最后一个工作日或在相关的认购日）

1.3 **Management Fee 管理费**

Management Fee : \_\_\_\_\_ % per annum of the Net Asset Value per Share.

管理费 : \_\_\_\_\_ %的管理费按年结的资产净值计算

**Note:** For more details, please refer to the sub-section headed "Management Fee" under the section headed "CHARGES AND EXPENSES" in the Memorandum.

注意：有关更多详细信息，请参阅备销售备忘录中「收费和支出」部分的「管理费」章节。

1.4 **Distributions for the Segregated Portfolio 投资组合分派详情**

I/We wish to have any distributions declared by the Directors in relation to any and all Shares held by me/us to take the form of one of the following (please tick "√" one box only): -

我/我们希望以以下形式（请在下列方格内打一个「√」）收取董事对于我/我们持有的任何及所有股份作出的分派：-

(1) cash distribution 以现金形式收取

(2) additional Shares in the Segregated Portfolio 以额外认购投资组合股份形式收取

Any distribution will automatically be reinvested to subscribe for additional Shares in the Segregated Portfolio to be issued to such Shareholders unless Shareholders indicate otherwise in (1) above. 除非股东选择上述（1）项，否则其将获取的分派会自动被再投资于投资组合认购额外投资组合股份。

This selection supersedes any previous instructions provided by the me/us in relation to distributions for any and all Shares held by me/us. 这项选择将取代我/我们曾经对于我/我们持有的任何及全部投资组合股份作出的所有指示。

2. Representations, Warranties and Acknowledgements of the Undersigned. As an inducement to the Fund, for and on behalf of the Segregated Portfolio, to sell the undersigned the Shares for which the undersigned has subscribed, the undersigned hereby represents and warrants to the Fund, for and on behalf of the Segregated Portfolio, and the Investment Manager and agrees as follows:

签署人的声明、保证及确认。作为基金(投资组合代表),向签署人出售其已认购的股份,签署人在此向基金(投资组合代表),及投资经理声明及保证,并同意如下:

- 2.1 The undersigned, if an individual, is over 18 years old and is legally competent to execute this Subscription Agreement; the undersigned, if acting on behalf of an entity, represents that such entity is duly authorized and qualified to become a Shareholder; the individual signing this Subscription Agreement and the other documents delivered herewith on behalf of the undersigned has been duly authorized by the undersigned to do so; and the undersigned has received and carefully reviewed copies of the Offering Memorandum, Supplement and the Fund's Offering Memorandum and Articles of Association ("**Articles**") (collectively, "**Offering Documents**"), relating to and describing the terms and conditions of the private placement of the Shares.

签署人,如个人,为18岁以上和在法律上具有足够能力执行本认购协议。签署人,如代表法人实体,声明其签署人获正式授权及具资格成为股东。个人签署的认购协议和获正式授权代表签署的其他文件一起提交。签署人收到基金的配售备忘录及组织章程细则副本(「细则」)(统称「销售文件」)后,并已小心阅读有关其描述私人配售股份的条款及条件。

- 2.2 The undersigned is a "non-United States person" as defined in Appendix A attached hereto. The undersigned is not acquiring any portion of the Shares by or on behalf of, nor will the undersigned hold the Shares for the account or benefit of, directly or indirectly, or engage in any derivative transaction relating to the Fund, for and on behalf of the Segregated Portfolio, or the Shares with, any "United States person."

签署人根据附录A给予之定义之「非美国人士」。签署人并非直接或间接代表任何「美国人士」获得任何股份,或为其利益持有股份,或代表「美国人士」持有投资组合或从事与基金相关的衍生产品交易。

- 2.3 The undersigned is a "professional investor" in the Securities and Futures Ordinance of Hong Kong ("**SFO**") as defined in Appendix B attached hereto ("**Professional Investor**").

签署人是香港《证券及期货条例》定义下的「专业投资者」,见附录B。

- (A) *Please tick the box next to the category of Professional Investor which is relevant to you.*  
请 阁下选择有关专业投资者分类。

We are a Professional Investor falling within one or more of (a) to (i) of Appendix B (an "**Institutional Professional Investor**").

我们属于附录B中(a)至(i)的一个或多个专业投资者(「机构专业投资者」)。

We are a Professional Investor falling within (w), (y) or (z) of Appendix B (a "**Corporate Professional Investor**")

我们属于附录B中(w), (y) 或 (z)的专业投资者(「法团专业投资者」)。

I am a Professional Investor falling within (x) of Appendix B (an "**Individual Professional Investor**")

我们属于附录B中(x)的专业投资者(「个人专业投资者」)。

- (B) *If you are a Corporate Professional Investor, please tick "Yes" if you are able to make all of the following representations, or otherwise please tick "No"*  
如果阁下是法团专业投资者，如能够作出以下陈述，请选择「是」，否则请选择「否」。

- Yes, we can and hereby make all of the following representations and accordingly we are a "**Corporate Professional Investor (experienced)**".  
是，我们特此作以下所有陈述，我们是「法团专业投资者（具备丰富经验）」。
- No, we cannot make all of the following representations and accordingly we are a "**Corporate Professional Investor (inexperienced)**".  
否，我们特此作以下所有陈述，我们是「法团专业投资者（不具备经验）」。

We are a Corporate Professional Investor and in respect of all products and markets that the Segregated Portfolio may be exposed to (as set out in the Offering Memorandum and the Supplement), we represent and warrant that:

我们是法团专业投资者，对于投资组合可能涉及的所有产品和服务（如《配售备忘录》和《补充文件》中陈述），我们声明并保证：

- (1) we have appropriate corporate structure and investment process and controls (i.e. taking into account how investment decisions are made, including whether we have a specialised treasury or other function responsible for making investment decisions);  
我们拥有合适的企业架构和投资程序及监控措施（即投资决定是如何作出的，包括我们设有专门的库务或负责作出投资决定的其他职能）；
- (2) the person(s) responsible for making investment decisions on our behalf has/have sufficient investment background (including a consideration of the investment experience of such person(s)); and  
负责人代表作出投资决定的人士具备充分的投资背景（包括该人士的投资经验）；及
- (3) we are aware (and the person(s) responsible for making investment decisions on our behalf is/are aware) of the risks involved.  
我们认知所涉及的风险（以负责作出投资决定的人士对相关风险的认知为准）。

- (C) *Applicable only to Institutional Professional Investors or Corporate Professional Investors (experienced):*

*适用于机构专业投资者或法团专业投资者（具备丰富经验）：*

If we are an Institutional Professional Investor or a Corporate Professional Investor (experienced), we understand and acknowledge that, pursuant to the "Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission" of Hong Kong (the "**Code of Conduct**"):

如果我们是机构专业投资者或法团专业投资者（具备丰富经验），则我们理解并承认，根据《香港证券及期货事务监察委员会》之《操守准则》适用于持牌人或注册机构（「操守准则」）：

- (1) the Investment Manager is not required to establish our financial situation, investment experience and investment objectives  
投资经理无需确定我们的财务状况，投资经验和投资目标；
- (2) the Investment Manager is not required to ensure that a recommendation or solicitation is suitable for us

投资经理无需保证, 所作出的建议或招揽行为是合适我们的

- (3) the Investment Manager is not required to assess our knowledge of derivatives nor characterise us based on our knowledge of derivatives  
投资经理无需评估我对衍生产品知识或基于我们对衍生产品知识来将我们分类；
- (4) the Investment Manager is not required to enter into a written agreement with us nor provide us with relevant risk disclosure statements  
投资经理无需与我们签订书面协议，也无需向我们提供相关的风险披露声明；
- (5) the Investment Manager is not required to disclose transaction related information to us; and  
投资经理无需向我们披露与交易有关的信息；和
- (6) the Investment Manager is not required to provide us with information about its business and the identity and status of its employees and others acting on its behalf with whom we may have contact.  
投资经理无需向我们提供有关其业务，我们可能与之联系的雇员以及其他代表其行事之人士的身份和受雇的资料。

(D) *Applicable only to Individual Professional Investors or Corporate Professional Investors (inexperienced):*

*适用于个人专业投资者或法团专业投资者(不具备经验):*

If I/we am/are an Individual Professional Investor or a Corporate Professional Investor (inexperienced), I/we acknowledge that I/we will be treated as Individual Professional Investor or a Corporate Professional Investor (inexperienced) (as applicable) in accordance with paragraph 15 of the Code of Conduct in respect of all products and markets that the Segregated Portfolio may be exposed to (as set out in the Offering Memorandum and the Supplement). I/We hereby consent to being treated as an Individual Professional Investor or a Corporate Professional Investor (inexperienced) (as applicable) and acknowledge and confirm that the Investment Manager has explained both the consequences of being treated as such and the right to withdraw from such treatment (in respect of any or all products and markets that the Segregated Portfolio may be exposed to) at any time.

如果我/我们是个人专业投资者或法团专业投资者（不具备经验），我/我们承认，我/我们将被视为《操守准则》第 15 段中及有关投资组合所有产品和市场的内容（《配售备忘录》和《补充协议》中所述）的个人专业投资者或法团专业投资者（不具备经验）如适用）。我/我们在此同意被视为个人专业投资者或法团专业投资者（不具备经验）（如适用），并知悉和确认投资经理已解释了被视为个人投资者的后果及可随时退出的权利（有关投资组合可能面临的任何或所有产品和市场）。

I/We understand and acknowledge that, pursuant to the Code of Conduct and as a result of my/our being classified as an Individual Professional Investor or a Corporate Professional Investor (inexperienced), the Investment Manager is not required to provide me/us with information about its business and the identity and status of its employees and others acting on its behalf with whom I/we may have contact.

我/我们理解并确认，根据《操守准则》，由于我/我们被分类为个人专业投资者或法团专业投资者（不具备经验），投资经理无需向我/我们提供其有关之业务，及可能与之联系的其雇员以及代表其行事的其他人的身份和受雇的资料。

I/We understand that under the Code of Conduct, we have the right to object and withdraw from being treated as an Individual Professional Investor or a Corporate Professional Investor

(inexperienced) (as applicable) whether in respect of all products or markets or any part thereof by giving written notice to the Investment Manager. I/We will inform the Investment Manager at any time if I/we do not wish to be treated as an Individual Professional Investor or a Corporate Professional Investor (inexperienced) (as applicable) and note that the full text of the Code of Conduct is available on the website of the Securities and Futures Commission of Hong Kong: [www.sfc.hk](http://www.sfc.hk).

我/我们理解，根据《操守准则》，我们有权反对或退出被视为个人专业投资者或法团专业投资者（不具备经验）（如适用）参与所有或任何部分的产品或市场并以书面方式通知投资经理。如果我/我们不希望被视为个人专业投资者或法团专业投资者（不具备经验）（如适用），我/我们将随时通知投资经理。请注意，《操守准则》的全文可以在香港证券及期货事务监察委员会的网站上找到：[www.sfc.hk](http://www.sfc.hk)。

2.4 The undersigned has carefully reviewed and understands the various risks of an investment in the Segregated Portfolio, including those summarised under "**Risk Factors**" and as described in greater detail in the Offering Memorandum and Supplement; the undersigned understands that an investment in the Segregated Portfolio is speculative; and the undersigned can afford to bear the risks of an investment in the Segregated Portfolio, including the risk of losing the undersigned's entire investment.

签署人已仔细审阅并明白投资组合的各种投资风险，并总结在《配售备忘录》和《补充协议》-「**风险因素**」所述之详细解释。签署人明白投资组合属投机性。签署人有能力承担投资风险，包括损失全部投资。

2.5 Conflicts of Interest 利益冲突

(a) The undersigned understand that any associated companies with the Investment Manager may invest in the Segregated Portfolio. The Investment Manager may share with such associated companies any benefits to which it may be entitled from the Segregated Portfolio and may allow to such associated companies a reduction in the Subscription Fee and/or a rebate of any fees to which the Investment Manager may be entitled from the Segregated Portfolio;

签署人明白，与投资经理的任何关联公司均可投资于投资组合。投资经理可与此类关联公司分享其可能从投资组合中享有的任何利益，并可允许此类关联公司减少认购费和/或投资经理可能有权获得的任何费用的回扣来自投资组合；

(b) The undersigned understands that the Investment Manager and the Segregated Portfolio are subject to conflicts of interest, including those summarised under "**Conflicts of Interest**" in the Offering Memorandum and Supplement.

签署人明白，投资经理与投资组合可能出现利益冲突，并总结在《配售备忘录》和《补充协议》-「**利益冲突**」。

2.6 The undersigned understands that the Shares are illiquid. Redemptions by Shareholders are limited and described in detail in the Offering Memorandum, Supplement and in the Articles. Consequently, the undersigned will not generally be able to limit losses on its investment in the Segregated Portfolio by redemption of Shares. The undersigned specifically acknowledges and agrees to the restrictions on the undersigned's ability to redeem Shares.

签署人明白，该股份缺乏流动性。股东赎回股份具限制性，详情载于《配售备忘录》、《补充协议》及《章程细则》。因此，签署人一般无法透过赎回股份来限制投资组合中的损失。签署人确认并同意，赎回股份能力的限制性。

2.7 The undersigned has been furnished such materials relating to, the Segregated Portfolio, the Investment Manager, the actual and proposed operations of each of the foregoing in connection with the Segregated Portfolio, the private placement of the Shares and any other related matters as the undersigned has requested; the Fund, for and on behalf of the Segregated Portfolio, the Investment Manager and the Administrator have answered all inquiries that the undersigned has put to them relating thereto; and the

undersigned has been afforded the opportunity to ask questions and obtain any additional information necessary to verify the accuracy of any representation or information set forth in the Offering Documents.

签署人已获取投资组合的相关资料，包括投资经理、各项投资组合实际和拟订操作、私募股份配售以及根据签署人要求的其他事项。基金(投资组合代表)、投资经理及行政人已解答签署人所有查询。签署人已获足够的机会提问并取得额外资料以核实发售文件中的陈述或资料的准确性。

- 2.8 The undersigned has not been furnished any offering material or literature other than the Offering Documents and items delivered pursuant to (i) above; and the undersigned has relied solely on the information contained in the Offering Memorandum and Supplement in determining whether to invest in the Segregated Portfolio, irrespective of any other information or materials furnished to the undersigned in connection with such investment. The undersigned is not relying on the Fund, for and on behalf of the Segregated Portfolio, the Investment Manager, the Administrator or any of their affiliates, directors, officers or employees with respect to the tax and other economic considerations involved in this investment.

除发售文件及上述(i)交付的资料外，并未向签署人提供其他发售资料或文稿；签署人仅根据销售文件所载资料而决定是否投资于投资组合，尽管已向签署人提供与该投资有关的其他信息或材料。签署人没有单靠基金(投资组合代表)、投资经理、行政人或其任何附属公司、董事、高级职员或雇员就有关于税务及其他经济考虑而导致投资参与。

- 2.9 The undersigned has not been solicited to purchase Shares while present in the United States, its territories or possessions, nor have the Fund to be utilized for such purchase been obtained from any "United States person".

签署人并非身处于美国或其领土或属土时购买股份，亦没有从任何「美国人士」获得用于购买的资金。

- 2.10 The undersigned, if a corporation, partnership, trust or other legal entity, has its principal place of business at the address set forth on the signature page hereof, and such entity has not been formed for the specific purpose of acquiring the Shares.

签署人(如为公司、合伙企业、信托或其他法律实体)的主要营业地点载于本文件的签名页上，而该法人实体并不是专门为购买股份而成立的。

- 2.11 All of the information the undersigned has provided to the Fund, for and on behalf of the Segregated Portfolio, the Investment Manager and the Administrator in connection with this Subscription Agreement is true and correct.

签署人就本认购协议向基金(投资组合代表)、投资经理及行政人提供的资料均为真实及正确。

- 2.12 The undersigned will provide any information deemed necessary by the Fund, for and on behalf of the Segregated Portfolio, the Investment Manager or the Administrator in its sole discretion to comply with their anti-money laundering programs and related responsibilities from time to time. The Administrator may use the information provided by the undersigned in support of its anti-money laundering or similar reviews, including those undertaken in connection with other funds in which the undersigned may invest. The Fund will be held harmless and indemnified against any loss arising as a result of a failure to process the application or otherwise take action in respect of the undersigned's subscription if such information has been requested by the Fund, the Investment Manager and/or the Administrator and has not been provided by the undersigned.

签署人将不时向基金(投资组合代表)、投资经理或行政人提供任何必要资料，以遵守其反洗黑钱计划及相关责任。行政人会利用签署人提供的资料协助反洗黑钱或类似的审查，包括对签署人其他基金投资进行有关的审查。如签署人未能提供基金、投资经理及/或行政人要求提供有关资料，基金并不需因未能处理有关申请或签署人其他认购行动而导致的损失承担任何责任或作出赔偿。

- 2.13 The undersigned is not a Prohibited Investor. A Prohibited Investor includes (i) an individual, entity or organisation identified on the list of Specially Designated Nationals administered by the US Treasury

Department's Office of Foreign Assets Control; (ii) a prohibited foreign shell bank<sup>1</sup>; and (iii) a person or entity resident in or whose subscription funds are transferred from or through a jurisdiction currently identified as non-cooperative by the Financial Action Task Force. The undersigned further represents that, to the best of its knowledge, it is not affiliated with an individual, entity or organisation described in clause (i) above.

簽署人并非被禁止投資者。被禁止投資者包括(i)在由美國財政部海外資產控制辦公室管理的特別指定國民名單上的個人、實體或組織；(ii)被禁止的外國空殼銀行；及(iii)位於現時被金融行動特別工作組織認為「不合作」的司法權區的個人或實體居民，或者其認購資金乃從或透過「不合作」的司法權區轉移。簽署人進一步聲明，就其所知，彼與以上第(i)節所述的個人、實體或組織概無關聯。

- 2.14 The undersigned is not named on a list of prohibited entities and individuals under US, the European Union ("EU") and United Kingdom ("UK") Regulations (as extended to the Cayman Islands by Statutory Instrument), and is not operationally based or domiciled in a country or territory in relation to which current sanctions have been issued by the United Nations, US, EU or UK.

簽署人并非在欧洲联盟（「欧盟」）及英国条例（由法定文书扩展至开曼群岛）项下的被禁止实体及个人名单上，和并非在联合国、欧盟或英国现已对其实施制裁的国家或地区运营或居住。

- 2.15 The undersigned is not a Politically Exposed Person. A Politically Exposed Person is a senior foreign political figure<sup>2</sup>, an immediate family member of a senior foreign political figure or a close associate of a senior foreign political figure<sup>3</sup>.

簽署人并非政治人物。政治人物指外国高级政治人物、外国高级政治人物的直系亲属或外国高级政治人物的紧密联系人士<sup>4</sup>。

- 2.16 The funds to be invested in the Fund, for and on behalf of the Segregated Portfolio, were not derived from any activities that may contravene US or non-US anti-money laundering laws or regulations.

投资于基金(投资组合代表)的资金并非来自可能违反美国或非美国反洗钱法律或法规的任何活动。

- 2.17 The undersigned represents that the Shares are to be purchased with funds that are from legitimate sources in connection with its regular business activities and which do not constitute the proceeds of criminal conduct or criminal property within the meaning given in the Proceeds of Crime Act (2020 Revision) of the Cayman Islands.

簽署人表示，将使用与正常商业活动有关的合法来源资金购买股份，而有关资金不会构成开曼群岛犯罪收益法（2020年修订本）中所指的犯罪行为或犯罪财产收益。

- 2.18 The undersigned understands and agrees that any redemption proceeds paid to the undersigned will be paid to the same account from which the undersigned's investment in the Fund, for and on behalf of the Segregated Portfolio, was originally remitted, unless the Fund, for and on behalf of the Segregated Portfolio, at the discretion of the Directors, agrees otherwise.

簽署人明白及同意，赎回款项只支付予簽署人投资于基金、投资组合的原来汇款账户；除非基金、投资组合的董事酌情同意，则另作别论。

<sup>1</sup> A "prohibited foreign shell bank" is a foreign bank that does not have a physical presence in any country, and is not a "regulated affiliate", i.e., (i) an affiliate of a depository institution, credit union, or foreign bank that maintains a physical presence in the US or a foreign country, as applicable, and (ii) is subject to supervision by a banking authority in the country regulating the affiliated depository institution, credit union, or foreign bank. 「被禁止的外國空殼銀行」指於任何國家均沒有實體的外國銀行，並且不屬於「受監管的聯屬公司」（即(i)存款機構、信用合作社或於美國或外國具有實體存在的外國銀行（倘適用）的聯屬公司；及(ii)受到該國家負責監管聯屬的存款機構、信用合作社或外國銀行的銀行機構監管）。

<sup>2</sup> A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a non-US government (whether elected or not), a senior official of a major non-US political party, or a senior executive of a non-US government-owned commercial enterprise. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. 「外國高級政治人物」指非美國政府的行政、立法、政務、軍事或司法部門的高級官員（無論民選與否），非美國的主要政黨的高級官員，或非美國政府擁有的商業企業的高級管理人員。「外國高級政治人物」亦包括由外國高級政治人物組成或以其為受益人的任何公司、業務或其他實體。

<sup>3</sup> A "close associate" of a senior foreign political figure is a person who is widely and publicly known (or is actually known) to be a close associate of such individual. 外國高級政治人物的「直系親屬」一般包括其配偶、父母、兄弟姐妹、子女以及配偶的父母和兄弟姐妹。外國高級政治人物的「緊密聯繫人士」為被廣泛公認為（或實際上被認為）屬其緊密聯繫人士的人士。

2.19 To the extent the undersigned has beneficial owners or is an intermediary subscribing for the Shares on behalf of one or more subscribers or beneficial owners (collectively, "Owners"): (i) it has carried out thorough due diligence to establish the identities of all such Owners; (ii) based on such due diligence, the undersigned believes that no such Owners are Prohibited Persons; (iii) it has conducted enhanced due diligence on any Owner who is a Politically Exposed Person; (iv) based on such enhanced due diligence, the undersigned has no reason to believe that the funds invested by each such Politically Exposed Person involve the proceeds of official corruption; (v) it has no reason to believe that the funds invested or to be invested by Owners were derived from activities that may contravene any US or non-US anti-money laundering laws or regulations; (vi) it holds the evidence of such identities and status and will maintain all such evidence for at least seven (7) years from the date of the undersigned's complete redemption from the Segregated Portfolio; and (vii) it will make available such information and any additional information requested by the Fund, for and on behalf of the Segregated Portfolio, the Investment Manager or the Administrator that is required under applicable regulations, to the extent permitted by applicable law.

在某程度，倘签署人为实益拥有人或中介机构代表一名或多名认购人或实益拥有人（统称「拥有人」）进行认购：(i) 它已进行详尽的尽职审查，以确定所有该等拥有人的身份；(ii) 根据该尽职审查，签署人认为拥有人并非被视为禁止人士；(iii) 它已对属政治人物的拥有人进行更严格的尽职审查；(iv) 根据该更严格的尽职审查，签署人无理由认为上述政治人物各自投资的资金涉及公职人员贪污款项；(v) 它无理由相信，拥有人已投资或将投资的资金来自会违反任何美国或非美国反洗钱法律或规例的活动；(vi) 它持有有关身份及状况的证据，并将保存签署人完成赎回投资组合后所有该等证据最少七(7)年；及(vii) 它将应要求向基金、投资组合代表、投资经理或行政人提供上述资料及适用法规规定的任何额外资料，以适用法律准许为限。

2.20 The undersigned: (i) is acquiring the Shares for which the undersigned has subscribed for its own account, risk and beneficial interest as principal, for investment purposes only, and not as a nominee or financial intermediary and not with a view to or for the resale or distribution thereof, in whole or in part, and no other person will have any direct or indirect legal or beneficial interest in the Shares (including, without limitation, an economic interest arising out of a structured note, swap or similar transaction entered into between the undersigned and any other person with respect to which the Fund, for and on behalf of the Segregated Portfolio, constitutes any component of the underlying reference asset), or (ii) if the undersigned has beneficial owners or is an intermediary subscribing for the Shares on behalf of one or more Owners or is an intermediary subscribing for Shares on behalf of one or more Owners, the undersigned makes the representation in clause (i) on behalf of and with respect to all such Owners and, except to the extent it is unable to make such representation as a result of its relationship to such Owners, itself.

签署人(i)正在认购的股份为本身的签署人账户拥有，风险及实益为本，目的只为投资。非作为代名人或金融中介人和不是为了作转售或分销，在股份中其他人不会拥有直接或间接的法律或实益权益（包括但不限于产生自签署人与任何其他人士与基金(投资组合代表)所订立构成其相关资产组成部分的结构性票据、掉期或类似交易的经济利益）或(ii)倘签署人作为实益拥有人或作为中介机构代表一名或多名拥有人认购股份，签署人需作出(i)项的声明并代表并尊重所有拥有人及除因与拥有人的关系而无法作出该声明。

2.21 Data Protection Consent  
资料保护同意书

(a) The undersigned acknowledges that the Fund, for and on behalf of the Segregated Portfolio, the Investment Manager and the Administrator may obtain non-public personal information about the undersigned from its Subscription Agreements and related forms including (i) name, address, social security number, taxpayer identification numbers, birth date, assets, income, and investment experience); (ii) information about client and investor transactions (for example, account activity and balances); and (iii) information from other third-party sources (which, for example, may include credit reporting agencies). Telephone calls and other electronic communications with the Fund, the Segregated Portfolio, the Investment Manager and the Administrator may also be monitored or recorded.



签署人确认其基金(投资组合代表)、投资经理及行政人从认购协议和有关表格可取得非公开个人资料,包括(i)姓名、地址、社会保障号码、纳税人识别号、出生日期、资产、收入及投资经验; (ii)有关客户及投资者交易(例如账户活动及结余)的资料;及(iii)其他第三方来源(例如可能包括信用报告机构)的资料。与基金(投资组合代表)、投资经理及管理人联络的电话及其他电子通讯亦可能被监控或记录。

- (b) The Fund and its affiliates shall, in connection with personal information provided about the undersigned ("**Personal Data**"), comply with all applicable data protection and privacy legislation including but not limited to Cayman Islands Data Protection Act (Revised).

基金及其附属公司就有关签署人提供的个人资料(「个人资料」),须遵守所有适用的资料保护和私隐法规,包括但不限于《开曼群岛资料保护条例》「修订」。

- (c) The Personal Data may be collected directly from the undersigned, through the Administrator, including the Administrator's employees, affiliates, agents or contractors, through the undersigned's agent (including the undersigned's financial adviser) or any other third party who communicates with the Fund on the undersigned's behalf.

个人资料可直接自签署人收集,透过行政人(包括行政人的雇员、附属公司、代理或承包商、透过签署人的代理(包括签署人的财务顾问)或签署人代表与基金通讯的任何第三方。

- (d) The Fund, for and on behalf of the Segregated Portfolio, the Investment Manager, and the Administrator may use the Personal Data for such purposes as are necessary in relation to the provision, administration or management of the services for which the undersigned is currently applying. This may include, without limitation, processing the Personal Data for the purposes of providing administrative services in connection with the undersigned's investment, preventing fraud, carrying out money laundering checks or conflict checks, complying with any legal regulations and reporting to and auditing by national and international regulatory bodies (collectively, "**Services**"). The undersigned acknowledges that the Personal Data may also be revealed to government agencies, as necessary and permissible under applicable laws; in connection with legal proceedings in compliance with applicable laws; or otherwise to assert and protect legal interests or as part of a corporate transaction with a successor or affiliate. The list of the common usage of Personal Data as below:

基金(投资组合代表)、投资经理及行政人可以使用个人资料作签署人服务申请,目的为有关行政或管理之用。这包括但不限于,就签署人的投资提供行政管理服务、防止欺诈、进行洗黑钱检查或利益冲突检查、遵守任何法规及向国家及国际监管机构报告等(统称「服务」)目的。签署人确认,亦可向政府机构,如属必要及根据适用法律准许;在适用法律下进行法律程序;或为宣称及保护法律权益或作为与继承者或附属公司进行的交易等披露个人资料。个人资料最常用于下列事项:

- assessing and processing the subscriber's application, completion of information on statutory registers and books and other related dealings, including performing know-your-client procedures, issuing and redeeming Shares, receiving payments from and making payments to the subscriber, calculating net asset value, and overseeing these processes  
评估和处理认购申请,完成有关法定登记簿和账簿以及其他相关交易,包括执行了解客户的程序,发行和赎回股份,向认购者收取和支付款项,计算资产净值,以及监督该过程;
- carrying out the provisions of this Agreement  
执行本协议的规定;
- carrying out the subscriber's instructions or responding to any enquiry purporting to be given by the subscriber or on behalf of the subscriber

执行认购指示或回应认购者或代表认购者提出的任何查询;

- dealing in any other matters relating to the subscriber's investment and general business administration (including the mailing of reports or notices, communicating with service providers and counterparties, accountancy and audit services, risk monitoring, the administration of IT systems and monitoring and improving products) 处理与认购者有关的投资事项和一般业务管理 (包括邮寄报告或通告, 与服务供货商和交易对手通信, 会计和审计服务, 风险监控, 信息科技系统管理以及监控和改进产品) ;;
- observing any legal, governmental, regulatory requirements of any relevant jurisdiction (including any disclosure or notification requirements to which any recipient of the data is subject, know-your-client procedures, the automatic exchange of tax information and legal judgments)  
遵守任何相关司法辖区的法律, 政府及监管机构要求 (包括披露声明或通知规定, 了解客户程序, 自动交换税收信息和法律判决, 个人资料接收者所受之约策) 。

- (e) The Fund, for and on behalf of the Segregated Portfolio, the Investment Manager and/or the Administrator may retain, disclose or transfer the Personal Data internationally both to other offices of the Administrator, its employees, affiliates, agents or contractors for the purposes described above, including to countries outside the US, European Economic Area ("EEA"), the Cayman Islands or Bermuda which may not provide similar level of data protection to that of countries within the US, EEA, the Cayman Islands or Bermuda. Agreement to this clause shall constitute notification and (where applicable) consent to such transfers

基金(投资组合代表)、投资经理或/及行政人可就上述用途保留, 披露或转移个人资料予行政人于其他国家的办事处、其雇员、联属公司、代理商或承包商, 有关公司或人士可能位于美国、欧洲经济区(「EEA」)、开曼群岛或百慕大以外的国家, 而有关国家的资料保护水平可能逊于美国、欧洲经济区、开曼群岛或百慕大。同意本条款即构成通知和(如适用)同意此转移。

- (f) In order to provide the undersigned with the Services, the Fund, for and on behalf of the Segregated Portfolio, will disclose the Personal Data to its Affiliates, the Investment Manager, the Administrator, the undersigned's financial adviser, outside counsel, auditors, independent professionals, and other third parties who will process the Personal Data on the Fund's behalf for the purposes and in the manner set out in this clause.

为了向签署人提供服务, 基金(投资组合代表)将根据本规定所载列的用途, 向其联属公司、投资经理, 行政人、签署人的财务顾问、外部顾问、审计师、独立专业人士及代基金处理个人资料的其他第三方披露个人资料。

- (g) This clause and the disclosure of Personal Data by the undersigned is understood by the undersigned and the Fund, for and on behalf of the Segregated Portfolio, as constituting consent so that the Fund, for and on behalf of the Segregated Portfolio, the Investment Manager, the Administrator and/or their respective employees, affiliates, agents or contractors may process the Personal Data on the terms set out in this clause.

签署人明白本条款(即构成同意), 基金(投资组合代表)可向投资经理, 管理者和/或其各自的雇员, 分支机构, 代理人或承包商可以按照本条款规定的条件处理个人资料。

- (h) The undersigned has a right to access the personal information about him/her and to request the correction of any error in relation to his/her personal information or to object to the processing of his/her personal information.

签署人有权取阅其个人资料, 并有权要求更正有关其个人资料的任何错误, 或反对有关其个人资料的处理方式。

- (i) The Fund has prepared a data privacy notice ("**Privacy Notice**") detailing how the Fund will collect personal data, where it collects it from, and the purposes for which the personal data is used. This Privacy Notice explains what rights are given to individuals, how long personal data will be retained, who it will be shared with, the purposes of the processing, whether personal data is transferred outside the Cayman Islands, and relevant contacts. The Privacy Notice appears at Appendix F of this Subscription Agreement. The undersigned acknowledges that it has read in details and understood the Privacy Notice.

基金已预备一份资料私隐通知（「私隐通知」），详细说明基金将如何收集个人资料，何处收集个人资料以及使用该等个人资料的目的。本私隐通知说明了个人享有的权利，个人资料保留的时限，有关资料共享人使，处理其资料目的，个人资料会否转移到开曼群岛以外的地点以及相关联系人。私隐通知载列于本认购协议的附录 F 内。签署人确认已详细阅读并理解隐私声明。

- (j) If the undersigned is not an individual, the undersigned confirms, represents and warrants that 如果签署人不是个人，则签署人确认，声明并保证：

- (i) it has obtained consent from any individual whose Personal Data has been provided to the Fund or its delegates and agents for that Personal Data to be provided to the Fund, its delegates and agents; and

已获得任何个人同意，将其个人资料提供予本基金或其代表和其代理人之个人资料提供予本基金；和

- (ii) it has provided a copy of the Privacy Notice to any such person

已经向此类人士提供隐私通知的副本。

- (k) The undersigned acknowledges and agrees that, subject to the requirements of applicable law, the Fund and/or its delegates and agents, may

签署人承认并同意，在适用法律的要求下，基金和/或其代表和代理人可以：

- (i) retain Personal Data after the undersigned has ceased to be a shareholder and after the termination of the Fund; and

一旦签署人不再是股东并与基金终止合约，个人资料仍会保留；和

- (ii) maintain Personal Data on computer systems based or maintained in such places as the Fund and/or its delegate or agent determines, which may be in countries that have not enacted data protection legislation; and

由基金和/或其代表或代理人决定选用维护个人资料计算机维护系统或其维护地点，这些国家/地区可能尚未制定资料保护法规；和

- (iii) disclose Personal Data where such disclosure is required by any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or governmental or other regulatory or taxation authority

根据任何法院的法律或命令或任何中央银行，政府或其他监管或税收部门的指示，请求或规定（无论是否具有法律效力）要求披露，则会披露个人资料。

- 2.22 The undersigned agrees that all or any of the rights or other terms of offer attaching to the Shares, as set out in the Offering Documents and this Subscription Agreement, can be varied in accordance with the provisions of the Articles.

签署人同意，载列于销售文件及本认购协议有关股份所附的全部或任何权利或其他要约条款均可以根据细则的规定而作出变更。

- 2.23 The undersigned agrees that it shall not, under any circumstances, file a winding up petition on the just and equitable ground against the Fund, for and on behalf of the Segregated Portfolio, in the Grand Court of the Cayman Islands in connection with its investment in the Segregated Portfolio or make any other equivalent application before the courts of any other jurisdiction.  
签署人同意，在任何情况下，其不得就有关投资于投资组合的事宜，以公正公平的理由，于开曼群岛大法院向基金（投资组合代表）作出清盘呈请，或不得于任何其他司法权区的法院提出任何其他相等的申请。
- 2.24 The undersigned represents and warrants that, except as it may disclose in writing to the Segregated Portfolio, the undersigned is not subject to any legislation or regulation that could compel the undersigned to disclose to the public any information regarding the undersigned's investment in the Segregated Portfolio.  
签署人声明及保证，除其可能须以书面方式向投资组合作出披露外，签署人受制于任何法律或法规，致使签署人须向公众披露有关其投资于投资组合的任何资料。
- 2.25 The undersigned covenants that it (i) will provide any form, certification or other information reasonably requested by and acceptable to the Investment Manager or the Fund, for and on behalf of the Segregated Portfolio, that is necessary for the Investment Manager or the Fund, for and on behalf of the Segregated Portfolio, (A) to prevent withholding or qualify for a reduced rate of withholding or backup withholding in any jurisdiction from or through which the Fund, for and on behalf of the Segregated Portfolio, receives payments, (B) to satisfy reporting or other obligations under the US Internal Revenue Code of 1986, as amended ("**Code**"), the US Treasury Regulations, any agreement with the US Treasury Department or any other government division or department or any applicable intergovernmental agreement or implementing legislation, the Common Reporting Standards issued by the Organisation for Economic Cooperation and Development, or similar legislation or (C) to make payments (including redemption proceeds) to the undersigned free of withholding or deduction, (ii) will update or replace such form, certification or other information in accordance with its terms or subsequent amendments or as requested by the Investment Manager or the Fund, for and on behalf of the Segregated Portfolio, and (iii) will otherwise comply with any reporting obligations imposed by the United States or any other jurisdiction, including reporting obligations that may be imposed by future legislation. The undersigned hereby consents to the disclosure by the Fund, for and on behalf of the Segregated Portfolio, of the foregoing information to any governmental authority or to any person or entity from which the Fund, for and on behalf of the Segregated Portfolio, receives payments.  
签署人承诺，其(i)将向投资经理或基金（投资组合代表）提供其合理要求、接纳及认为必须的任何表格、证明或其他资料，以(A)在基金（投资组合代表）源自或透过其收取款项的司法权区避免预扣或获得降低预扣税率或备用预扣税的资格，(B)符合1986年美国国内税收法（经修订）（「**税收法**」）、美国国库规例、任何与美国财政部或任何其他政府组织或部门的协议或任何适用的跨政府协议项下所规定的申报或其他责任，或符合实施法规、经济合作暨发展组织所发布的共同报告准则，或类似的法规，或(C)向签署人作出概无预扣或扣减的支付（包括赎回款项）；(ii)将根据其条款或随后的修订，或根据投资经理或基金（投资组合代表）的要求，更新或替换有关表格、证明或其他资料；及(iii)将遵守美国或任何其他司法权区实施的任何申报责任，包括未来法规可能施加的申报责任。签署人谨此同意，基金（投资组合代表）可向任何政府机构或基金（投资组合代表）从其收取款项的任何个人或实体披露上述资料。
- 2.26 The undersigned acknowledges and agrees that if, and to the extent that, the Fund, for and on behalf of the Segregated Portfolio, is required to make any payment, withholding or deduction (such payment, withholding or deduction being referred to herein as a "**Deduction**") or any payment to the Fund, for and on behalf of the Segregated Portfolio, is subject to a Deduction as a consequence of the undersigned ("**Defaulting Subscriber**") failing to comply in a timely manner with the requirement in the preceding paragraph 2.25, the Fund, for and on behalf of the Segregated Portfolio, shall be entitled to, at the discretion of the Directors, charge the Defaulting Subscriber for such Deduction or redeem such of the Defaulting Subscriber's Shares so as to ensure that no other Shareholder shall suffer any reduction in the value of their Shares as a consequence of such Deduction and the Fund, for and on behalf of the Segregated Portfolio,

shall be entitled to convert (by way of redemption and issue of Shares) the Defaulting Subscriber's Shares to a different Class or Sub-Class with a reduced Net Asset Value for the purposes of giving effect to this paragraph 2.26. In addition, the undersigned acknowledges and agrees that the Directors shall be entitled to determine that the Fund, for and on behalf of the Segregated Portfolio, shall not make payment of all or a portion of the redemption proceeds (or any other payment) payable in respect thereof to a Defaulting Subscriber if the Fund, for and on behalf of the Segregated Portfolio, is required (i) under the laws of the United States, (ii) as a consequence of any agreement between the Fund, for and on behalf of the Segregated Portfolio, and the U.S. Treasury Department or similar government division or department or (iii) under an applicable intergovernmental agreement or implementing legislation to withhold any payments as a consequence of the Defaulting Subscriber failing to comply in a timely manner with the requirement in the preceding paragraph 2.25.

签署人确认及同意，倘基金（投资组合代表）被要求进行任何付款、预扣或扣减（有关付款、预扣或扣减在本文中称为「扣减」），或因签署人（「欠款认购人」）未能及时遵守上述第 2.25 段的要求，而导致向基金（投资组合代表）支付的任何款项须予以扣减，则在董事酌情决定的情况下，基金（投资组合代表）有权向欠款认购人收取有关扣减的费用，或赎回欠款认购人的股份，以确保其他股东不会因有关扣减而令其股份遭受任何减值，以及为了使本第 2.26 段生效，基金（投资组合代表）有权将欠款认购人股份（通过赎回及发行股份）转换至资产净值较少的其他类别或子类别。此外，签署人确认并同意，倘由于欠款认购人未能及时遵守上文第 2.25 段的要求，而基金（投资组合代表）须(i)根据美国法律；(ii)根据基金（投资组合代表）与美国财政部或类似的政府组织或部门达成的任何协议；或(iii)根据适用的跨政府协议或实施法规而预扣任何款项，则董事有权决定基金（投资组合代表）不向欠款认购人支付全部或部分其应收上文第 2.25 段的赎回款项（或任何其他付款）。

2.27 The undersigned acknowledges that the Fund, for and on behalf of the Segregated Portfolio, the Administrator and/or the Investment Manager may disclose to each other, to their respective affiliates, to any other service provider to the Fund, for and on behalf of the Segregated Portfolio, and to any regulatory body in any applicable jurisdiction to which the Fund, for and on behalf of the Segregated Portfolio, the Administrator and/or the Investment Manager is or may be subject, copies of the undersigned's Subscription Documents and any information concerning the undersigned in their respective possession, whether provided by the undersigned to the Fund, the Segregated Portfolio, the Administrator and/or the Investment Manager or otherwise, including details of that undersigned's holdings in the Segregated Portfolio, historical and pending transactions with respect to the undersigned's Shares and the values thereof, and any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed on any such person by law or otherwise.

签署人确认，基金（投资组合代表）、管理人及／或投资经理可以向另一方、其各自的联属公司、基金（投资组合代表）的任何其他服务提供商、以及于任何适用司法权区规管或可能规管基金（投资组合代表）、管理人及／或投资经理的任何监管机构，披露签署人的认购文件副本以及任何有关签署人所拥有的资料（无论是否由签署人提供予基金、投资组合、管理人及／或投资经理或其他人士，包括该签署人于投资组合中所持股份的详细资料、有关该签署人的股份及其价值的历史及未完成交易），而任何有关披露均不得被视为违反任何施加于上述人士的资料披露的限制。

2.28 The undersigned acknowledges and agrees that the Administrator may utilise the services of its affiliates in connection with the services provided by the Administrator to the Fund, for and on behalf of the Segregated Portfolio. The undersigned further acknowledges and agrees that Shares may not be issued to the undersigned until the Investment Manager and the Administrator have received and are satisfied with all the information and documentation requested to verify the undersigned's identity. 签

签署人确认及同意，行政人可以使用其联属公司，向基金（投资组合代表）提供的服务。签署人进一步确认并同意，在投资经理及行政人未收到及接纳所有用作验证签署人身份的资料和文件前，签署人可能不会获发行股份。

2.29 The undersigned hereby authorizes and instructs the Investment Manager and the Administrator to accept and execute any instructions in respect of the Shares to which this Subscription Agreement relates given by the undersigned in written form, by facsimile or by other electronic means. If instructions are given by the

undersigned by facsimile or by other electronic means, the undersigned undertakes to send the original letter of instructions to the Administrator and agrees to keep each of the Fund, for and on behalf of the Segregated Portfolio, the Investment Manager and the Administrator indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting or failing to act upon instructions submitted by facsimile or by other electronic means. The Investment Manager and the Administrator may rely conclusively upon and shall incur no liability in respect of any loss arising from (i) the non-receipt of any instructions relating to the Shares of the undersigned delivered by facsimile or other electronic means or (ii) any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons on behalf of the undersigned.

签署人谨此授权及指示投资经理及行政人接受并执行由签署人以书面形式、传真或其他电子方式发出，与本认购协议有关的股份的任何指示。倘签署人通过传真或其他电子方式发出指示，则签署人承诺向行政人寄送指示信的正本，并同意基金（投资组合代表）、投资经理及行政人就因其按照或未能按照以传真或其他电子方式提交的指示行事而造成的任何损失获得弥偿。对于因以下原因造成的任何损失，投资经理及行政人毋须承担任何责任：(i)未收到以传真或其他电子方式发送的与签署人股份有关的任何指示；或(ii)本于真诚而相信属正确或正式获授权人士代表签署人签署的任何通告、同意、请求、指示或其他文书采取的任何行动。

2.30 The undersigned agrees that the foregoing representations, warranties and agreements may be used as a defence in any actions relating to the Fund, for and on behalf of the Segregated Portfolio, or the offering of the Shares, and that it is only on the basis of such representations, warranties and agreements that the Fund, for and on behalf of the Segregated Portfolio, may be willing to accept the subscription of the Shares by the undersigned. The undersigned agrees to inform the Investment Manager and the Administrator prior to, and after, the admission of the undersigned as a Shareholder, of any changes in the information or representations provided by the undersigned in these Subscription Documents. The representations, warranties and agreements of the undersigned contained in this Subscription Agreement shall survive the execution hereof and the purchase of the Shares.

签署人同意，上述声明、保证和协议可在与基金（投资组合代表）或股份发售有关的任何诉讼中用作抗辩理由，且基金（投资组合代表）仅在基于有关声明、保证和协议的内容下，可能愿意接受签署人的股份认购。签署人同意在签署人获接纳为股东前和后，向投资经理及行政人告知签署人于该等认购文件内提供的资料或声明的任何变更。在签署本协议和购买股份后，本认购协议内所包含的签署人声明、保证和协议应继续维持有效。

2.31 Where the undersigned or the person who makes the investment decision to invest in the Fund, for and on behalf of the Segregated Portfolio, (including, without limitation, a beneficial owner making such decision on its own behalf and a discretionary investment manager or agent making such decision on behalf of such beneficial owner) ("Investor") is domiciled or has a registered office in a EEA Member State that has implemented the Alternative Investment Fund Managers Directive (Directive 2011/61/EU) ("AIFMD"): (i) the Investor is a "professional investor" as defined by the AIFMD; (ii) the Investor, on its own volition, initiated the discussions, correspondence or other communications with the Investment Manager or an affiliate or agent of either, which resulted in the Investor making a decision to invest in the Fund, for and on behalf of the Segregated Portfolio, and that none of the Fund, for and on behalf of the Segregated Portfolio, the Investment Manager or any of their respective affiliates or agents at any time directly or indirectly offered or placed any Shares in the Fund, for and on behalf of the Segregated Portfolio, to the Investor prior to the Investor initiating discussions with the Investment Manager or an affiliate or agent of either.

倘签署人或作出投资决定的人士投资基金（投资组合代表）（包括但不限于自行作出决定的实益拥有人，以及代表有关实益拥有人作出决定的全权投资投资经理或代理人）（「投资者」）于已实施另类投资投资经理指令（第 2011/61 / EU 号指令）（「另类投资投资经理指令」）的欧洲经济区成员国居住或设有注册办事处，则：(i)该投资者为另类投资投资经理指令所定义的「专业投资者」；(ii)投资者自行决定与投资经理或联属公司或两者其中一方的代理人进行讨论、通信或其他通讯，从而导致该投资者决定投资基金（投资组合代表），且基金（投资组合代表）、投资经理或彼等各自的任何联属公司或代理人概不会于投资者与投资经理或联属公司或两者其中一方的代理人进行讨论前的任何时候，直接或间接向投资者发行或配售基金（投资组合代表）的任何股份。

3. Restrictions on the Purchase and Sale of Initial Equity Public Offerings. In order to enable the Fund, for and on behalf of the Segregated Portfolio, to determine whether the undersigned would constitute a "restricted person" under the rules of the Financial Industry Regulatory Authority, Inc. ("FINRA"; and the rules of FINRA, "FINRA Rules") (which restrict certain persons from participating in the gains and losses attributable to the purchase and sale of initial public offerings of equity securities ("new issues")), please check the appropriate box(es) below. The undersigned understands that the Fund, for and on behalf of the Segregated Portfolio, will be relying on the accuracy and completeness of the statements made and information provided herein and represents and warrants that such statements and information may be relied upon by the Fund, for and on behalf of the Segregated Portfolio, the Investment Manager, the Administrator and the Fund, for and on behalf of the Segregated Portfolio's broker/dealers in complying with FINRA Rules. If admitted as a Shareholder, the undersigned agrees to notify the Investment Manager immediately upon any change in the undersigned's "restricted person" status or any of the foregoing representations. The undersigned acknowledges and agrees that, in the event that (a) the Fund, for and on behalf of the Segregated Portfolio, determines, based upon information furnished to it by the undersigned or otherwise available to it, that the undersigned is ineligible under FINRA Rules to participate in profits and losses from new issues, (b) the undersigned has checked one of the categories in Part III below, indicating that "restricted persons" may have an indirect beneficial interest (through the undersigned) in the Fund, for and on behalf of the Segregated Portfolio, or (c) the undersigned fails or chooses not to supply all of the information requested in this Section 3 or any other information reasonably requested by the Fund, for and on behalf of the Segregated Portfolio, to determine whether the undersigned would be a "restricted person," the undersigned shall be deemed a "restricted person" who shall receive no or only a limited allocation of any appreciation or depreciation in the Segregated Portfolio's assets from direct or indirect investments in new issues. The Fund, for and on behalf of the Segregated Portfolio, may treat entities covered by Part III as wholly "restricted persons," or it may treat such entities as partially "restricted persons," to the extent of the aggregate beneficial interests of "restricted persons" in those entities (as indicated by the undersigned's responses in Part III).

对首次公开发行股票买卖限制。为了使基金（投资组合代表）能够确定签署人是否将构成美国金融业监管局（「美国金融业监管局」）规则（「美国金融业监管局规则」）项下的「受限制人士」（该规则限制了某些人士参与买卖股票证券的首次公开发行（「新发行」）所产生的损益），请在以下对应的空格上加上别号。签署人理解，基金（投资组合代表）将依赖此文件所作的声明及所提供的资料的准确性和完整性，并声明和保证，基金（投资组合代表）、投资经理、行政人及基金（投资组合代表的经纪/交易商）可以依赖有关声明及资料，以遵守美国金融业监管局规则。倘获接纳为股东，则签署人同意在签署人的「受限制人士」身份或上述任何声明出现任何变化时立即通知投资经理。签署人确认并同意，倘(a)基金（投资组合代表）根据签署人提供的资料或以其他方式获得的资料确定，签署人不符合美国金融业监管局规则项下参与新发行损益的资格；(b)签署人于以下第三部分中的其中一个类别加上别号，表明「受限制人士」可能在基金（投资组合代表）中具有间接实益权益（通过签署人）；或(c)签署人未能或选择不提供第3节要求的所有资料或基金（投资组合代表）合理要求的任何其他资料，以厘定签署人是否属于「受限制人士」，则签署人应被视为「受限制人士」（即在新发行的直接或间接投资中，将不会从投资组合资产获得或仅从中获得有限的增值或折旧）。基金（投资组合代表）将第三部分所涵盖的实体视为完全「受限制人士」，或将有关实体视为部分「受限制人士」。

The undersigned has CHECKED those statements below that apply to it.  
请签署人查阅和选取以下的声明。

**I. Restricted Persons under FINRA Rule 5130**  
**金融业监管局规则第 5130 条项下的受限制人士**  
**Broker/Dealers and Conduits**  
**经纪/交易商及渠道**

- a. The undersigned is a member of FINRA, or a U.S. or non-U.S. broker/dealer, acting for its own account.
- b. The undersigned is a U.S. or non-U.S. bank, broker/dealer, investment adviser or other conduit acting for the account of any person included in paragraph (a) or (c) to (h) below.

**Broker/Dealer Personnel 经纪/交易商人员**

- c. The undersigned is (i) an officer, director, general partner, associated person,<sup>5</sup> or employee of any FINRA member or of any U.S. or non-U.S. broker/dealer (other than a limited business broker/dealer); (ii) any agent of any FINRA member or any other broker/dealer (other than a limited business broker/dealer) that is engaged in the investment banking or securities business; or (iii) an immediate family member<sup>6</sup> of any of the foregoing persons, provided that any such person (a) materially supports,<sup>7</sup> or receives material support from, the immediate family member, (b) is employed by or associated with a FINRA member, or an affiliate of such member, selling the new issue to the immediate family member or (c) such person has an ability to control the allocation of the new issue. "Limited business broker/dealer" means any broker/dealer authorized to engage solely in the purchase or sale of investment company/variable contracts securities and/or direct participation programme securities.

**Broker/Dealer Owners 经纪/交易商拥有人**

- d. The undersigned is (i) a person listed, or required to be listed, in Schedule A—Direct Owners and Executive Officers—of a Form BD—Uniform Application for Broker-Dealer Registration—(other than with respect to a limited business broker/dealer), except persons identified by an ownership code of less than 10%; (ii) a person listed, or required to be listed, in Schedule B—Indirect Owners—of a Form BD (other than with respect to a limited business broker/dealer), except persons whose listing on Schedule B relates to an ownership interest in a person listed on Schedule A identified by an ownership code of less than 10%; (iii) a person listed, or required to be listed, in Schedule C—Amendments to Schedules A & B—of a Form BD that meets the criteria of item (i) or (ii) of this paragraph (d); or (iv) an immediate family member of a person specified in item (i), (ii) or (iii) of this paragraph (d).

<sup>5</sup> The FINRA By-Laws define a person "associated with a member" as a natural person who is registered or has applied for registration under the FINRA Rules as well as every sole proprietor, partner, officer, director or branch manager of any member, or any natural person occupying a similar status or performing similar functions, or any natural person engaged in investment banking or securities business who is directly or indirectly controlling or controlled by such member, whether or not any person is registered or exempt from registration with FINRA.

<sup>6</sup> The term "immediate family member" means a person's (i) parents, mother-in-law or father-in-law, spouse, brother or sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law and children and (ii) any other individual to whom the person provides material support.

<sup>7</sup> The term "material support" means directly or indirectly providing more than 25% of a person's income in the prior calendar year. *Members of the immediate family* living in the same household are deemed to be providing each other with material support under FINRA Rule 5130. *Persons* living in the same household are deemed to be providing each other with material support under FINRA Rule 5131.



- e. The undersigned is (i) a person that directly or indirectly owns 10% or more of a public reporting company listed, or required to be listed, in Schedule A—Direct Owners and Executive Officers—of a Form BD—Uniform Application for Broker-Dealer Registration—(other than a reporting company that is listed on a national securities exchange, or other than with respect to a limited business broker/dealer); (ii) a person that directly or indirectly owns 25% or more of a public reporting company listed, or required to be listed, in Schedule B—Indirect Owners—of a Form BD (other than a reporting company that is listed on a national securities exchange, or other than with respect to a limited business broker/dealer); or (iii) an immediate family member of a person specified in item (i) or (ii) of this paragraph (e).
- f. The undersigned is any other affiliate of a broker/dealer described in paragraph (d) above.

**Portfolio Managers 投资组合投资经理**

- g. The undersigned has authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment adviser, or collective investment account (any hedge fund, investment partnership, investment corporation or any other collective investment vehicle that is engaged primarily in the purchase and/or sale of securities) or is an immediate family member of such a person that materially supports, or receives material support from, such person. For purposes hereof "collective investment account" means any hedge fund, investment partnership, investment corporation, or any other collective investment vehicle that is engaged primarily in the purchase and/or sale of securities, but does not include a "family investment vehicle" (a legal entity that is beneficially owned solely by immediate family members) or an "investment club" (a group of friends, neighbours, business associates, or others that pool their money to invest in stock or other securities and are collectively responsible for making investment decisions).

**Benefit Plans 福利计划**

- h. The undersigned is an employee benefit plan sponsored by a U.S. or non-U.S. broker/dealer (other than an ERISA benefit plan, qualified under Section 401(a) of the Code, not sponsored solely by a broker/dealer).

***II. Restricted Persons Under FINRA Rule 5131***  
***美国金融业监管局规则第 5131 条项下的受限制人士***

- a. The undersigned is an executive officer or director of a Public Company. A "Public Company" is any company that is registered under Section 12 of the US Securities and Exchange Act of 1934, as amended ("**Exchange Act**"), or any company that files periodic reports pursuant to Section 15(d) of the Exchange Act.  
 If this item is checked, please identify each relevant Public Company (*include additional sheets if necessary*):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- b. The undersigned is an executive officer or director of a Covered Non-Public Company. A "Covered Non-Public Company" means any company (other than a Public Company) satisfying any of the following three criteria:
1. income of at least US\$1 million in the last fiscal year or in two of the last three fiscal years and shareholders' equity of at least \$15 million; or
  2. shareholders' equity of at least US\$30 million and a two year operating history; or

3. total assets and total revenue of at least US\$75 million in the latest fiscal year or in two of the last three fiscal years.

If this item is checked, please identify each relevant Covered Non-Public Company (*include additional sheets if necessary*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. The undersigned is a person materially supported by an executive officer or director of a Public Company or a Covered Non-Public Company. "Material support" has the meaning provided in Part I.

If this item is checked, please identify each relevant Public Company and Covered Non-Public Company (*include additional sheets if necessary*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### III. Certain Collective Investment Vehicles and Other Entities

#### 若干集体投资工具及其他实体

- a. The undersigned is a U.S. or non-U.S. account or investment fund (including a U.S. or non-U.S. employee benefit plan) in which persons included in any of paragraphs (a)-(h) of Part I above ("FINRA Rule 5130 Restricted Persons") have a beneficial interest.<sup>8</sup>

If this item is checked, then please complete the following:

The beneficial interests of all such FINRA Rule 5130 Restricted Persons in any profits or losses attributable to new issues and allocable to the undersigned by the Fund for and on behalf of the Segregated Portfolio will at all times be less than \_\_\_\_\_%.

- b. The undersigned is a U.S. or non-U.S. account or investment fund (including a U.S. or non-U.S. employee benefit plan), other than a "private fund" meeting the requirements set forth in Part III(c) or Part IV(k) below, in which persons included in any of paragraphs (a)-(c) of Part II above ("FINRA Rule 5131 Restricted Persons") have a beneficial interest.

If this item is checked, then please complete the following:

With respect to each Public Company and each Covered Non-Public Company associated with any such FINRA Rule 5131 Restricted Persons, the aggregate beneficial interest of those FINRA Rule 5131 Restricted Persons in any profits or losses attributable to new issues and allocable to the undersigned by the Fund, for and on behalf of the Segregated Portfolio, will at all times be less than the following percentages (*include additional sheets if necessary*):

Company Name:	Aggregate Beneficial Interest of FINRA Rule 5131 Restricted Persons Associated with that Company is Less Than:
	%
	%
	%
	%

<sup>8</sup> The term "beneficial interest" means any economic interest, such as the right to share in gains or losses. The receipt of a management or performance based fee for operating a collective investment account, or other fees for acting in a fiduciary capacity, is not considered a beneficial interest in the account. However, deferred fees that are subsequently invested in or by reference to a collective investment account constitute a beneficial interest in such account.

- c. A private fund<sup>9</sup> that (i) is managed by an investment adviser that (a) has one or more control persons<sup>10</sup> who are both beneficial owners of the private fund and FINRA Rule 5131 Restricted Persons ("FINRA Rule 5131 Restricted Control Persons") and (b) does not have any control persons in common with the Investment Manager, (ii) has assets greater than US\$50 million, (iii) owns less than 25% of the Fund, for and on behalf of the Segregated Portfolio, (iv) is not a fund in which a single investor has a beneficial interest of 25% or more, and (v) was not formed for the specific purpose of investing in the Fund, for and on behalf of the Segregated Portfolio. If you initialled the above, then please complete the following:  
With respect to each Public Company and each Covered Non-Public Company associated with any such FINRA Rule 5131 Restricted Control Persons, the aggregate beneficial interest of those FINRA Rule 5131 Restricted Control Persons in any profits or losses attributable to new issues and allocable to the undersigned by the Fund, for and on behalf of the Segregated Portfolio, will at all times be less than the following percentages (include additional sheets if necessary):

Company Name:	Aggregate Beneficial Interest of FINRA Rule 5131 Restricted Persons Associated with that Company is Less Than:
	%
	%
	%
	%

**IV. Non-Restricted Persons Under FINRA Rule 5130 and/or  
5131 Based on Exemption**  
根据豁免的美国金融业监管局规则第 5130 及/或 5131 条非受限制人士

Even if the undersigned would otherwise be classified as a Restricted Person, the undersigned will not be so classified if the investor is qualified for one or more of the following exemptions. The undersigned has CHECKED those statements below that apply to it.

- a. The undersigned is a U.S. or non-U.S. bank, broker/dealer, investment adviser or other conduit acting for the account of a person who is not included in any of paragraphs of Part I, II or III above.
- b. The undersigned is an investment company organized under the laws of a non-U.S. jurisdiction whose shares or units are either (i) listed on a non-U.S. exchange and authorized for sale to the public or (ii) authorized for sale to the public by a non-U.S. regulatory authority (and, in each case, not limited for sale to only high net worth individuals or other select investors) and where no person who owns more than 5% of the shares or units of the undersigned is a person included in any of paragraphs of Part I, II or III above.
- c. The undersigned is an investment company registered as such under the Company Act.

<sup>9</sup> The term "private fund" means an issuer that would be an investment company, as defined in Section 3 of the Company Act, but for Section 3(c)(1) or Section 3(c)(7) thereof.

<sup>10</sup> The term "control person" of an investment adviser means a person with direct or indirect "control" over the investment adviser, as that term is defined in SEC Form ADV. Generally, SEC Form ADV defines "control" as the power, directly or indirectly, to direct the management or policies of a person, whether through ownership of securities, by contract, or otherwise. See SEC Form ADV for further details.

- d. The undersigned is a common trust fund, or similar fund as described in Section 3(a)(12)(A)(iii) of the Exchange Act; provided that the company has investments from 1,000 or more accounts and the company does not limit its beneficial interests principally to trust accounts of persons included in any of paragraphs of Part I, II or III above.
- e. The undersigned is an insurance company general, separate, or investment account; provided that the account is funded by premiums from 1,000 or more policyholders, or, if a general account, the insurance company has 1,000 or more policyholders, and policyholders whose premiums fund the account are not limited principally to persons included in any of paragraphs of Part I, II or III above, or, if a general account, policyholders are not limited principally to persons included in any of paragraphs of Part I, II or III above.
- f. The undersigned is a publicly traded entity (other than a broker/dealer or affiliate thereof where such broker/dealer is authorized to engage in public offerings of new issues either as a selling group member or underwriter) that: (i) is listed on a national securities exchange or (ii) is a non-U.S. issuer whose securities meet the quantitative designation criteria for listing on a national securities exchange as well as any subsidiary of such an entity, which subsidiary is not a restricted person under Part I, II or III above.
- g. The undersigned is an ERISA benefits plan that is qualified under Section 401(a) of the Code, provided that such plan is not sponsored solely by a broker-dealer.
- h. The undersigned is a state or municipal government benefit plan subject to state and/or municipal regulation.
- i. The undersigned is a tax exempt charitable organisation under Section 501(c)(3) of the Code.
- j. The undersigned is a church plan under Section 414(e) of the Code.
- k. ***The following exemption applies to FINRA Rule 5131 only.*** A private fund (as defined in Part III(c)) that (i) is managed by an investment adviser that does not have any control persons (as defined in Part III(c)) (a) in common with the Investment Manager or (b) who are both beneficial owners of the private fund and FINRA Rule 5131 Restricted Persons, (ii) has assets greater than US\$50 million, (iii) owns less than 25% of the Fund, for and on behalf of the Segregated Portfolio, (iv) is not a fund in which a single investor has a beneficial interest of 25% or more, and (v) was not formed for the specific purpose of investing in the Fund, for and on behalf of the Segregated Portfolio.

#### ***V. Pure Non-Restricted Persons***

##### ***纯非受限制人士***

- a. None of paragraphs of Part I, II, III or IV above apply to the undersigned.  
上述第一、第二、第三或第四部分的任何段落均不适用于签署人。

Further, for any particular new issue the following persons are "restricted persons": (i) a finder in respect of the public offering of the new issue or a person who has acted in a fiduciary capacity to the managing underwriter of any such offering, including, without limitation, attorneys, accountants and financial consultants; or (ii) an immediate family member of a person specified in (i) for which the person specified in (i) materially supports, or receives material support from, such family member. The undersigned is required to notify the Investment Manager and the Administrator if the undersigned acts in such capacity in respect of such new issues. In such event, the Fund, for and on behalf of the Segregated Portfolio, may treat the

undersigned as a "restricted person" for new issues generally or for such new issue (if purchased by the Fund, for and on behalf of the Segregated Portfolio).

#### 4. Automatic Exchange of Information

##### 自动交换资料

#### 4.1 For the purposes of the following provisions, "AEOI" means

就以下规定而言，「自动交换财务帐户资料」指：

- (a) sections 1471 to 1474 of the Code and any associated legislation, regulations or guidance, or similar legislation, regulations or guidance enacted in any jurisdiction which seeks to implement similar financial account information reporting and/or withholding tax regimes;  
税收法第 1471 至 1474 节，以及于任何司法权区制定的任何相关法律、法规或指引，或试图实施类似财务帐户资料申报及/或预扣税制的类似法律、法规或指引；
- (b) the Common Reporting Standard issued by the Organisation for Economic Cooperation and Development ("OECD") and any associated guidance;  
经济合作暨发展组织（「经合发展组织」）发布的共同报告准则及任何相关的指引；
- (c) any intergovernmental agreement, treaty, regulation, guidance, standard or other agreement between the Cayman Islands (or any Cayman Islands government body) and the US, the UK or any other jurisdiction (including any government bodies in such jurisdiction), entered into in order to comply with, facilitate, supplement or implement the legislation, regulations, guidance or standards described in sub-paragraphs 4.1(a) and (b); and  
任何政府间协议、条约、法规、指引、标准或开曼群岛（或任何开曼群岛的政府机构）与美国、英国或任何其他司法权区（包括该司法权区中的任何政府机构）之间订立的其他协议，以遵守、促进、补充或执行第 4.1(a)及(b)分段中所述的法律、法规、指引或标准；及
- (d) any legislation, regulations or guidance in the Cayman Islands that give effect to the matters outlined in the preceding sub-paragraphs.  
使上述分段所概述事项生效的任何开曼群岛法律、法规或指引。

#### 4.2 The undersigned acknowledges and agrees that

签署人确认及同意：

- (a) the Fund is required to comply with the provisions of AEOI  
基金须遵守自动交换资料的条文；
- (b) it will provide, in a timely manner, such information regarding the undersigned and its beneficial owners and such forms or documentation as may be requested by the Fund (whether by its Directors or other agents such as the Investment Manager or the Administrator) to enable the Fund to comply with the requirements and obligations imposed on it pursuant to AEOI (or any other withholding or information reporting laws), specifically, without limitation, forms and documentation which the Fund may require to determine whether or not the relevant investment is a "Reportable Account" (or equivalent under any other AEOI regime) and to comply with the relevant due diligence procedures in making such determination  
请及时提供有关签署人及其实益拥有人的资料，以及基金（无论是其董事或其他代理人（例如投资经理或行政人））可能要求提供的有关表格或文件，以使基金能够遵守根据自动交换资料（或任何其他预扣或资料申报法）所施加的要求及责任，特别是但不限于基金可能需要的表格和文件，以决定相关投资是否属于「须申报账户」（或任何其他自动交换资料制度下的等同账户），及在作出该等决定时遵守相关的尽职调查程序；

- (c) any such forms or documentation requested by the Fund or its agents pursuant to paragraph (b), or any financial or account information with respect to the undersigned's investment in the Segregated Portfolio, may be disclosed to the Cayman Islands Tax Information Authority (or any other governmental body which collects information in accordance with AEOI or any other applicable withholding or information reporting regimes) and to any withholding agent  
基金或其代理人根据(b)段要求的任何有关表格或文件，或与签署人于投资组合的投资有关的任何财务或账户资料，均可能须向开曼群岛税务资料局（或根据自动交换财务帐户资料或任何其他适用的预扣或资料申报制度收集资料的任何其他政府机构）及任何预扣代理人披露；
- (d) it waives, and/or shall cooperate with the Fund to obtain a waiver of, the provisions of any law of any jurisdiction which  
豁免及/或应与基金合作以豁免以下任何司法权区的任何法律规定：
- (i) prohibit the disclosure by the Fund, or by any of its agents, of the information or documentation requested from the undersigned pursuant to paragraph 4.2(b)  
禁止基金或其任何代理人披露根据 4.2(b)段有关签署人的资料或文件；
  - (ii) prohibit the reporting of financial or account information by the Fund or its agents required pursuant to AEOI; or  
禁止基金或其代理人根据自动交换财务帐户资料申报财务或账户资料；或
  - (iii) otherwise prevent compliance by the Fund with its obligations under AEOI  
使基金免于遵守自动交换财务帐户资料项下的责任；
- (e) if it provides information and documentation that is in anyway misleading, or it fails to provide the Fund or its agents with the information and documentation necessary in either case to satisfy the Fund's obligations under AEOI, the Fund reserves the right (whether or not such action or inaction leads to compliance failures by the Fund, or a risk of the Fund or its investors being subject to withholding tax or other costs, debts, expenses, obligations or liabilities (whether external, or internal, to the Fund) (together, "costs") under AEOI)  
倘请提供的资料及文件于任何方面产生误导，或未能向基金或其代理人提供所需的资料及文件，以履行基金于自动交换资料项下的责任，则基金保留权利（无论该等作为或不作为会否导致基金未能符合合规标准，或基金或其投资者面临自动交换资料项下的代扣代缴税款或其他成本、债务、费用、责任或负债（无论是基金外部或内部）（统称「费用」）的风险）：
- (i) to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption or withdrawal of the undersigned; and  
酌情采取任何行动及/或寻求所有补救措施，包括但不限于强制赎回或签署人退出投资；及
  - (ii) to hold back from any redemption or repurchase proceeds, dividend payments or any other distributions, or to deduct from the undersigned's applicable NAV, any costs caused (directly or indirectly) by the undersigned's action or inaction; and  
扣起任何来自赎回或回购的收益、股息支付或任何其他分配，或从签署人的适用资产净值中扣除因签署人的作为或不作而引起的（直接或间接）成本；及
- (f) it shall have no claim against the Fund, or its agents, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Fund in order to comply with AEOI (or any other withholding or information reporting laws) or avoid any withholding.

对于因遵守自动交换财务帐户资料（或任何其他预扣税款或资料申报法律）或避免任何预扣而采取的行动或补救措施所导致的任何损害或责任，彼概不向基金或其代理人提出索赔。

4.3 The undersigned indemnifies the Fund, the Directors, the Administrator and the Investment Manager, and each of their respective principals, members, managers, officers, directors, stockholders, employees and agents and holds them harmless from and against any AEOI (or other withholding or information reporting) related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever which the Fund, the Directors, the Administrator and/or the Investment Manager may incur as a result of any action or inaction (directly or indirectly) of the undersigned (or any related person) described in paragraphs 4.2(a) to (f) above. This indemnification shall survive the undersigned's death or disposition of its Shares.

签署人对基金、董事、行政人及投资经理以及其各自的主事人、成员、经理、高级职员，董事、股东、雇员及代理人进行赔偿，而彼等毋须因签署人（或任何相关人士）于上述第 4.2(a)至(f)段所述的作为或不作为（直接或间接），而使基金、董事、行政人及／或投资经理可能产生的任何与自动交换资料（或其他预扣或资料申报）相关的责任、诉讼、法律程序、索赔、要求、成本、损害、费用（包括法律费用）、罚款或税项进行赔偿。该等赔偿在签署人身故或出售其股份后继续有效。

## 5. Confidentiality; Non-Solicitation

保密性；不招揽

5.1 The undersigned covenants and agrees that it shall maintain as confidential all information concerning the Investment Manager, its affiliates or any of their respective members, officers, employees, principals, agents and affiliates (collectively, "**Affiliated Parties**"), or any account for which an Affiliated Party serves as general partner, manager and/or portfolio manager. The undersigned shall not disclose such information to any person, except for information that is otherwise publicly available or required to be disclosed by law; provided that the undersigned may share such information with other Shareholders, the undersigned's investment advisers, beneficial owners, accountants and attorneys, provided that such other persons undertake (i) to hold such information confidential to the same extent set forth herein and (ii) not to use any such information in any manner which could reasonably be expected to be adverse to the best interests of the Fund, for and on behalf of the Segregated Portfolio, or the Investment Manager. For the avoidance of doubt, the undersigned may not provide information concerning the Fund, for and on behalf of the Segregated Portfolio, to any third party, knowing that such third party may use such information in any form of printed, electronic or "on-line" publication, newsletter or circular, whether publicly or privately distributed.

签署人承诺及同意将与投资经理、其联属公司或其各自成员、高级职员、雇员、主事人、代理及联属公司（统称「关联方」）的资料保密，或任何其关联方担任普通合伙人、经理及／或投资组合经理的资料保密。签署人不得将该等资料透露予任何人，除非是公开可获得或法律要求披露的资料；前提是签署人可以向其他股东、签署人的投资顾问、实益拥有人、会计师及律师分享该等资料，但该等其他人士须承诺(i)按本文所述的相同程度对该等资料进行保密，及(ii)不会以预期将损害基金（投资组合代表）或投资经理最佳利益的方式使用该等资料。为免生疑问，当第三方可能以印刷、电子或「在线」方式公开或私下发行与该等资料相关的刊物、简报或通函时，签署人不得向任何第三方提供有关基金（投资组合代表）的任何资料。

5.2 The undersigned hereby agrees not to engage in certain solicitation activities with respect to current and former directors, members, partners, officers and employees of the Investment Manager or its affiliates. The undersigned covenants and agrees that, while a Shareholder and for a period of 12 months thereafter, the undersigned shall not directly or indirectly solicit for employment or hire a Protected Person (as defined below); provided that an investment in a private investment fund or other investment vehicle (which investment is not considered "seed capital" within the meaning of the next sentence) for which an entity employing a Protected Person acts as investment manager or advisor, will not, in and of itself, be prohibited. The undersigned covenants and agrees that, while a Shareholder and for a 12-month period thereafter, if the undersigned (including the undersigned's affiliates and related parties), directly or indirectly, acts as an

investment manager or advisor or provides or will provide "seed capital" to support, sponsor or promote the activities of an investment manager or advisor (an "**Associated Management Company**") (as distinguished from making a purely passive investment with such an investment manager or advisor), the undersigned shall not permit (or allow the Associated Management Company to permit) a Protected Person to provide portfolio-related, investment management-related or trading-related services (other than on behalf of the Investment Manager or its affiliates) for the benefit of such Associated Management Company or private investment funds managed or sponsored by such Associated Management Company. However, an investment solely in a fund managed by an advisor or manager (as opposed to an investment in the advisor or manager itself) shall not be considered "seed capital" except to the extent such advisor or manager would not be able to launch a fund or other investment vehicle in the absence of such investment.

签署人谨此同意，不会从事与投资经理或其联营公司的现任及前任董事、成员、合伙人、高级职员及雇员有关的招揽活动。签署人承诺及同意，在成为股东及其后的 12 个月内，签署人不得直接或间接招揽聘用或雇用受保护人士（定义见下文）；前提是聘用受保护人士的实体担任投资经理或顾问而投资于私人投资基金或其他投资工具（在下一句句子里不视为「种子资本」）本身并非被禁止。签署人承诺及同意，在成为股东及其后的 12 个月内，倘签署人（包括签署人的联属公司及关联方）直接或间接担任投资经理或顾问，或提供或将提供「种子资本」以支持、赞助或促进投资经理或顾问（「关联管理公司」）的活动（与该投资经理或顾问单纯进行被动投资不同），则签署人不得允许（或让关联管理公司允许）受保护人士提供与投资组合相关、投资管理相关或交易相关的服务（代表投资经理或其联属公司除外）予该关联管理公司或由该关联管理公司管理或赞助的私人投资基金。然而，仅对由顾问或经理管理的基金进行的投资（而不是对顾问或经理本身的投资）不应被视为「种子资本」（除非在没有该等投资的情况下，该等顾问或经理便无法推出基金或其他投资工具）。

"**Protected Person**" means any current or former director, member, partner, officer or employee of the Investment Manager or any affiliate, except that (i) former directors, members, partners, officers or employees are only considered "**Protected Persons**" if they were a director, member, partner, officer or employee of the Investment Manager or an affiliate both at a time during which the undersigned held Shares in the Segregated Portfolio, and at a time subsequent to the 24<sup>th</sup> calendar month-end preceding the date of determination, and (ii) principals of the Investment Manager are not considered "**Protected Persons**."

「受保护人士」指投资经理或任何联属公司的现任及前任董事、成员、合伙人、高级职员及雇员，但(i)倘前任董事、成员、合伙人、高级职员或雇员于签署人持有投资组合股份的期间及于厘定日期前的第 24 个历月月底后，为投资经理或联属公司的董事、成员、合伙人、高级人员及雇员，彼等才被视为「受保护人士」，及(ii)投资经理的主事人不被视为「受保护人士」。

As an example, but not by way of limitation, the above provisions prohibit Shareholders from, while a Shareholder and for a 12-month period thereafter, soliciting or encouraging any Protected Person to seek employment or business opportunities elsewhere than with the Investment Manager or its affiliates or not to devote (in the case of a Protected Person that is a then-current officer or employee of the Investment Manager or any affiliate) such person's full and undivided business time to such person's activities as an officer or employee of the Investment Manager or any affiliate.

例如（但不限于）上述规定禁止股东在成为股东及其后的 12 个月内，招揽或鼓励任何受保护人士在投资经理或其联属公司以外的地方寻求就业或商业机会，或不将（如受保护人士是投资经理或任何联属公司当时的现任高级职员或雇员）有关人士的全部及所有工作时间用于有关人士作为投资经理或任何联属公司的高级职员或雇员的活动。

- 5.3 The undersigned agrees that the Fund, for and on behalf of the Segregated Portfolio, and the Investment Manager would be subject to potentially irreparable injury as a result of any breach by the undersigned of the covenants and agreements set forth in this Section 5, and that monetary damages would not be sufficient to compensate or make whole either the Fund, for and on behalf of the Segregated Portfolio, or the Investment Manager for any such breach. Accordingly, the undersigned agrees that the Fund, for and on behalf of the Segregated Portfolio, and the Investment Manager, separately or together, shall be entitled to equitable and injunctive relief, on an emergency, temporary, preliminary and/or permanent basis, to prevent



any such breach or the continuation thereof, without first being required to post any bond or show actual damages.

签署人同意，由于签署人违反第5节中载列的任何契约及协议，基金（投资组合代表）及投资经理可能遭受潜在的不可弥补的损失，而任何该等违约的金钱赔偿不足以补偿或弥补基金（投资组合代表）或投资经理。因此，签署人同意，在毋须首先提交任何保证金或展示实际损失的情况下，基金（投资组合代表）及投资经理个别或共同有权在紧急、暂时、初步及/或永久的基础上享有公平及禁令救济，以防止任何该等违约行为或其延续。

6. Irrevocability; Governing Law. The undersigned hereby acknowledges and agrees that, except as otherwise provided by state securities laws, the undersigned is not entitled to cancel, terminate or revoke this subscription or any of the undersigned's agreements hereunder after this Subscription Agreement has been submitted (and not rejected) and that this subscription and such agreements shall survive the undersigned's death, incapacity, disability or insolvency. This Subscription Agreement shall be governed by and interpreted in accordance with the laws of the Cayman Islands.

不可撤回；管辖法律。 签署人谨此确认及同意，除州证券法另有规定外，签署人无权在提交本认购协议（且不被拒绝）后取消、终止或撤销本次认购或签署人的任何协议，而该认购及该等协议应在签署人身故、丧失行为能力，伤残或破产后继续维持有效。本认购协议受开曼群岛法律管辖，并按此诠释。

7. Indemnity. The undersigned agrees to indemnify and hold harmless the Fund, for and on behalf of the Segregated Portfolio, the Investment Manager, the Administrator, their affiliates and each other person, if any, who controls or is controlled by any thereof, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon (a) any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction; or (b) any action for securities law violations instituted by the undersigned which is resolved by judgment against the undersigned.

弥偿。 签署人同意对基金（投资组合代表）、投资经理、行政人、其附属公司及控制上述人士或由上述人士控制的任何其他人士（若有）进行赔偿，它们毋须因以下事项而产生的任何及所有损失、责任、索赔、损害及费用（包括但不限于在调查、准备或抗辩任何已开始或威胁进行的诉讼或任何索赔中合理地产生的任何及所有费用）负上责任：(a) 签署人提供虚假陈述或保证、违约或未能遵守签署人于本文件订立的或签署人就本交易向上述任何人士提供的任何其他文件内订立的任何契约或协议；或 (b) 签署人针对违反证券法的行为提起的任何诉讼，而有关诉讼裁定签署人败诉。

8. Delivery of Financial Statements and Other Documents Via E-mail  
通过电子邮件发出财务报表及其他文件

- 8.1 The Segregated Portfolio will deliver to its investors' annual audited financial statements and provide other notices to investors as well. Unless the box below is checked, the undersigned hereby consents to receipt of Fund, and/or the Segregated Portfolio's financial statements and investor newsletters, Offering Document, revised Fund governing documents and other investor notices and materials ("**Fund Documents**") via e-mail to the undersigned's e-mail address in the Fund's records. Although the Fund, for and on behalf of the Segregated Portfolio, does not impose any additional charges for electronic delivery, the undersigned may, of course, incur costs associated with the undersigned's electronic access, such as usage charges from Internet access providers. The undersigned may revoke its consent to receipt of such Fund Documents via e-mail at any time by written notice to the Fund, for and on behalf of the Segregated Portfolio, requesting that the Fund, for and on behalf of the Segregated Portfolio, send Fund Documents in hardcopy via postal mail.

投资组合将向其投资者发出年度经审核财务报表，并向投资者提供其他通知。除非在方格内加上编号，否则签署人谨此同意通过其于基金记录的电子邮件地址接收基金及/或投资组合的财务报表及投资者通讯、要约文件、经修订的基金规管文件以及其他投资者通告和资料（「基金文件」）。尽管基金（投资组合代表）并无就电子交付收取任何额外费用，但签署人当然可能会产生与签署人的

电子收发设备相关的费用，例如互联网供货商的使用费。签署人可以随时以书面形式向基金（投资组合代表）撤回其以电子邮件方式接收该等基金文件的意愿，并要求基金（投资组合代表）以邮寄方式寄送基金文件的印刷本。

- The undersigned does NOT consent to the delivery of all Fund Documents via e-mail and instead wishes to receive such documents in hardcopy via postal mail.  
签署人不同意以电子邮件方式接收所有基金文件，而是希望透过邮寄方式接收该等文件的印刷本。

8.2 The undersigned acknowledges and agrees that:

签署人确认及同意：

- (a) the Fund, for and on behalf of the Segregated Portfolio, may enter into agreements with certain investors or Shareholders, under which those holders receive advantages not appearing in the Offering Memorandum and Supplement 1;  
基金（投资组合代表）可能与若干投资者或股东订立协议，使该等持有人不会出现在备忘录及补充文件一内；
- (b) the Fund, for and on behalf of the Segregated Portfolio, is not required to notify other shareholders of the rights granted by, and/or terms of, any such agreements; and  
基金（投资组合代表）毋须通知其他股东任何该等协议授予的权利及／或其条款；及
- (c) the Fund, for and on behalf of the Segregated Portfolio, is not obliged to offer such rights or terms to the undersigned or other shareholders.  
基金（投资组合代表）无责任向签署人或其他股东提供该等权利或条款。

9. Electronic Transactions. Sections 8 and 19(3) of the Electronic Transactions Law (as amended) of the Cayman Islands shall not apply to this Subscription Agreement.

电子交易。开曼群岛《电子交易法》（经修订）的第8和19(3)条不适用于本认购协议。

10. Survival. The undersigned agrees that the agreements and covenants in this Subscription Agreement shall survive the acceptance (or rejection) of this Subscription Agreement and any subsequent redemption from the Fund, for and on behalf of the Segregated Portfolio, by the undersigned of all of its Shares.

存续性。签署人同意，本《认购协议》中的协议及契约在获接纳（或拒绝）后及其后由签署人以其所有股份的名义自基金（投资组合代表）中赎回后仍然存续。

11. Modifications. No attempt to revise, delete, strike, sticker or otherwise modify the text of this Subscription Agreement will be accepted, and any attempt by a prospective investor or anyone acting on behalf of a prospective investor to modify this Subscription Agreement will be void. Only such changes as may be expressly agreed upon by the Fund, for and on behalf of the Segregated Portfolio, and the Investment Manager in a separate written instrument executed by the Fund, for and on behalf of the Segregated Portfolio, and the Investment Manager will be valid. By submitting a Subscription Agreement, each prospective investor consents to the Fund, for and on behalf of the Segregated Portfolio, accepting such Subscription Agreement on the basis that any changes proposed by the prospective investor to such Subscription Agreement are null and void.

修改。不得尝试修改、删除、删减、贴上标签或以其他方式修改本《认购协议》的文本，准投资者或代表准投资者行事的任何人士修改本《认购协议》的任何尝试都是无效的。只有基金(投资组合代表)和投资经理透过由基金(投资组合代表)与投资经理另行签立的书面文件作出明确同意后，有关变更才有效。透过提交认购协议，各准投资者同意基金（投资组合代表）接受该认购协议，前提是准投资者对该认购协议提出的任何变更均属无效。

12. Third Parties. A person who is not a party to this Subscription Agreement and who is granted rights pursuant to Sections 4.3, 5 or 7 of this Subscription Agreement (each, a "**Beneficiary**") may, in their own right enforce their rights subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Law, 2014, as amended, modified, re-enacted or replaced. Notwithstanding any other term of this Subscription Agreement, the consent of any person who is not a party to this Subscription Agreement (including without limitation any Beneficiary) is not required for any amendment to, or variation, release, rescission or termination of this Subscription Agreement.

第三方。并非本《认购协议》订约方的任何人士且根据本《认购协议》的第 4.3、5 或 7 条获授予权利的人士（各为「受益人」）可以按照并根据《2014 年合同（第三方权利）法》（经修订、修改、重新颁布或取代）的条文行使自己的权利。尽管本《认购协议》有其他条款，但对本《认购协议》的任何修改或变更、发布、撤销或终止，均无需得到非本《认购协议》订约方的任何人士（包括但不限于任何受益人）的同意。

13. Self-Certification. By executing this Subscription Agreement, the undersigned declares (in the case of an entity, as an authorised signatory of the entity) that the information provided in these Subscription Documents regarding the undersigned is, to the best of the undersigned's knowledge and belief, accurate and complete. The undersigned undertakes to advise the Fund promptly and provide updated information within thirty (30) days where any change in circumstances occurs which causes any of the information contained in these Subscription Documents to be inaccurate or incomplete. Where legally obliged to do so, the undersigned acknowledges that the information regarding the undersigned may be reported to the tax authorities of the country in which the Fund is maintained and exchanged with the tax authorities of the country or countries in which the undersigned may be a tax resident where those countries have entered in agreements to exchange tax information.

自我证明。通过签署本《认购协议》，签署人声明（就实体而言，为实体的授权签署人），据签署人所知及所信，该等认购文件中提供的有关签署人的资料属准确及完整。签署人承诺在状况发生任何变化时（导致该等认购文件中包含的任何资料不准确或不完整）的三十（30）天内及时通知基金并提供最新资料。倘法律上有义务进行此事，签署人确认可以将有关签署人的资料报告予基金所在国的税务机关，并与签署人作为税务居民所在国家或地区（该等国家已签订协议以交换税务资料）的税务机关进行交换。

**PLEASE EXECUTE THE APPROPRIATE SIGNATURE PAGE.**

请于适当的签名

ATLANTIC STRATEGIC SPC FUND II  
GLORY SUN HIGH YIELD BOND SP  
大西洋策略基金 II  
宝新高收益债券基金

SIGNATURE PAGE FOR INDIVIDUALS  
供个人使用的签名页

(Please print all information exactly as you wish it to appear on the Fund's records.)  
(请完全按照阁下希望显示在基金记录中的所有信息进行填写)

(Name of Subscriber 认购人姓名) (Date of Birth 出生日期)

(Permanent Residence Address 永久居住地址) (Nationality/Citizenship 国籍/公民身分)

(Telephone 电话) (E-mail Address 电邮地址)

(Occupation 职业)

(Explanation of source of funds 资金来源)

(Mailing Address, if different from above 邮件地址, 如与上述不同)

(Name of Subscriber 认购人姓名) (Date of Birth 出生日期)

(Permanent Residence Address 永久居住地址) (Nationality/Citizenship 国籍/公民身分)

(Telephone 电话) (E-mail Address 电邮地址)

(Occupation 职业)

(Explanation of source of funds 资金来源)

(Mailing Address, if different from above 邮件地址, 如与上述不同)

**INSTRUCTIONS OF JOINT HOLDERS**

**联名持有人之指示:**

In the case of a joint application, until further notice in writing, the Fund, the Segregated Portfolio, the Investment Manager and the Administrator are authorised to rely upon and act in accordance with the instructions, communications and requests and to deal with instruments purporting to be made, drawn, accepted, endorsed or given by post or facsimile from:

在联名申请情况下, 直至另行以书面通知, 基金(投资组合代表), 投资经理和行政人有权依赖及按照指示和通知, 请求执行并处理拟通过邮寄或传真方式制作、提供、认可、背书或发出的文件:

- any of the joint holders (the joint holders hereby undertake that any instructions, communications, requests and instruments purporting to be made, drawn, accepted, endorsed or given by any one joint holder is binding on each joint holder);\* or

任何联名持有人 (联名持有人承诺, 任何一名联名持有人制作、提供、认可、背书或发出的的任何指示和通知, 请求的文件令每位联名持有人具有相同约束力) 或

all of the joint holders.\*

全部联名持有人\*

\* Tick whichever box is applicable. Where no indication is made, all of the joint holders will be required to sign any instructions.

请在方格选择并加上别号。如以没有作出以上选择, 任何指示需获得全部联名持有人签署后才能执行。

The undersigned agrees to provide any information reasonably requested by the Fund, for and on behalf of the Segregated Portfolio, the Investment Manager or the Administrator in its sole discretion, including information necessary or relevant to determining compliance with the Fund's anti-money laundering programme and related responsibilities. In addition, the Fund, for and on behalf of the Segregated Portfolio, requires a copy of each individual subscriber's valid driver's license or a copy of each individual subscriber's current passport or other government-issued photo identification. Please deliver such photo identification to the Administrator at the same time this questionnaire is delivered.

签署人同意提供基金（投资组合代表）、投资经理或行政人全权酌情决定合理要求的任何资料，包括为确定是否遵守基金反洗钱计划及相关责任必需提供的资料或相关资料。此外，基金（投资组合代表），需要各个人认购人的有效驾驶执照副本或各个人认购人的现时护照或其他由政府发出的识别照片的副本。于交付此问卷的同时，请将此识别照片辨别交付予管理人。

\_\_\_\_\_  
Date 日期

\_\_\_\_\_  
Signature(s) of Subscriber(s) 认购人签署

**ATLANTIC STRATEGIC SPC FUND II  
GLORY SUN HIGH YIELD BOND SP  
SIGNATURE PAGE FOR ENTITIES**

ENTITY OWNERSHIP — Check form of organisation of subscriber.

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> CORPORATION | <input type="checkbox"/> TRUST                           |
| <input type="checkbox"/> EMPLOYEE BENEFIT PLAN  | <input type="checkbox"/> LIMITED PARTNERSHIP             |
| <input type="checkbox"/> GENERAL PARTNERSHIP    | <input type="checkbox"/> OTHER ENTITY (describe) - _____ |

ENTITY INFORMATION — Please print all information exactly as you wish it to appear on the Fund's records.

GLORY SUN FINANCIAL INVESTMENT LIMITED CI No.: 2053144

(Name of Subscriber)

(Tax ID Number)

ROOM 1908, BLK 2, 19/F, LIPPO CENTRE, NO 89 QUEENSWAY, ADMIRALTY, HONG KONG

(Current Registered Address)

(852) 2379 8825

(Telephone)

(E-mail Address) nick.yuen@hk1282.com

13 March 2014 and Hong Kong

(Date and Place of Establishment)

From Shareholder

(Explanation of source of funds)

(Mailing Address, if different from above)

The undersigned agrees to provide any information reasonably requested by the Fund, for and on behalf of the Segregated Portfolio, the Investment Manager or the Administrator in its sole discretion, including information necessary or relevant to determining compliance with the Fund's anti-money laundering programme and related responsibilities. For example, a corporation may be requested to provide a copy of its articles of incorporation and by-laws, and a copy of any document authorizing or governing its investment policies, *e.g.*, resolutions of the board of directors; a partnership may be requested to provide a copy of its partnership agreement or other governing agreement; a limited liability company may be requested to provide a copy of its operating agreement; and a trust may be requested to provide a copy of its declaration of trust or other governing instrument and any document authorizing or governing its investment policies. Alternatively, entities may submit an opinion of counsel to the effect that the minimum investment in the Fund, for and on behalf of the Segregated Portfolio, by the undersigned would be authorized (such counsel need not pass on the suitability of such investment, which is a question of fact). In addition, the undersigned may be requested to provide a reasonably current balance sheet of the undersigned, plus any other financial information that the undersigned believes may be relevant to a determination of the eligibility of the undersigned to make an investment in the Fund for and on behalf of the Segregated Portfolio.

The individual trustee, partner or officer signing below certifies that he or she has full power and authority from all beneficiaries, partners or shareholders of the entity named below to execute this Subscription Agreement on behalf of the entity and that investment in the Fund for and on behalf of the Segregated Portfolio is not prohibited by law or by the governing documents of the entity.

For and on behalf of  
Glory Sun Financial Investment Limited  
真新金融投資有限公司

Authorised Signatùre: \_\_\_\_\_ Authorised Signature: \_\_\_\_\_  
*Authorized Signature(s)*

Position/Title: Director \_\_\_\_\_ Position/Title: \_\_\_\_\_

Date: (dd/mm/yyyy): 30/10/2023 \_\_\_\_\_ Date: (dd/mm/yyyy): \_\_\_\_\_

APPENDIX A  
附录 A  
CERTAIN DEFINITIONS  
若干释义

For purposes of these Subscription Documents, the following definitions shall apply:

1. **“United States”** shall mean the United States, its states, territories and possessions, and any enclave of the U.S. government, its agencies or instrumentalities.
2. **“non-United States persons”** shall mean the following persons (1) a natural person who is not a resident of the United States; (2) a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a non-U.S. jurisdiction and which has its principal place of business in a non-U.S. jurisdiction; (3) an estate or trust, the income of which is not subject to U.S. federal income tax regardless of source, provided that no executor or administrator of such an estate or trustee of such a trust, as the case may be, is a “United States person;” (4) an entity, organised under the laws of a non-U.S. jurisdiction and which has its principal place of business in a non-U.S. jurisdiction, organised principally for passive investment such as a pool, investment company or other similar entity, provided that: (a) units of participation in the entity held by persons who do not qualify as non-United States persons or otherwise as “qualified eligible persons” under U.S. Commodity Futures Trading Commission (“CFTC”) rules represent in the aggregate less than 10% of the beneficial interest in the entity; (b) such entity was not formed principally for the purpose of facilitating investment by “United States persons” in a pool with respect to which the commodity pool operator is exempt from certain requirements of Part 4 of the CFTC’s regulations by virtue of its participants’ being non-“United States persons;” and (c) such entity was not formed by a United States person principally for the purpose of investing in securities not registered under the Securities Act (unless it was organised or incorporated and is owned exclusively by “accredited investors,” as defined in U.S. Securities and Exchange Commission Regulation D, who are not natural persons, estates or trusts); and (5) a pension plan for the employees, officers or principals of an entity organised and with its principal place of business outside the United States, provided that such plan is established and administered in accordance with the laws of a country other than the United States and customary practices and documentation of such country.

APPENDIX B  
附录 B  
PROFESSIONAL INVESTORS  
专业投资者

Part 1 第 1 部分

*Professional investors under Schedule 1 to the SFO are:*

《证券及期货条例》附表 1 所列的专业投资者为：

- (a) any recognized exchange company, recognized clearing house, recognized exchange controller or recognized investor compensation company, or any person authorized to provide automated trading services under section 95(2) of the SFO;  
任何公认交易公司、结算所、外汇管制所或投资者补偿公司或任何根据《证券及期货条例》第 95 (2) 节提供自动交易服务获授权的人；
- (b) any intermediary, or any other person carrying on the business of the provision of investment services and regulated under the law of any place outside Hong Kong;  
任何中介或任何其他提供投资服务业务并受香港境外法律规管的人；
- (c) any authorized financial institution, or any bank which is not an authorized financial institution but is regulated under the law of any place outside Hong Kong;  
任何授权的金融机构或未授权但受香港境外法律规管的金融机构；
- (d) any insurer authorized under the Insurance Companies Ordinance (Cap 41) of Hong Kong, or any other person carrying on insurance business and regulated under the law of any place outside Hong Kong;  
根据香港《保险公司条例》(第 41 章)授权的保险公司，或任何其他从事保险业务并受香港境外法律监管的人；
- (e) any scheme which—  
任何计划—  
(i) is a collective investment scheme authorized under section 104 of the SFO; or  
根据《证券及期货条例》第 104 节授权的集体投资计划；或  
(ii) is similarly constituted under the law of any place outside Hong Kong and, if it is regulated under the law of such place, is permitted to be operated under the law of such place,  
根据香港境外法律制定，如受该地方规管，则该公司可根据该地方的法律运作。  
or any person by whom any such scheme is operated;  
或经营任何该等计划的任何人；
- (f) any registered scheme as defined in section 2(1) of the Mandatory Provident Fund Schemes Ordinance (Cap 485) of Hong Kong, or its constituent fund as defined in section 2 of the Mandatory Provident Fund Schemes (General) Regulation (Cap 485 sub. leg. A) of Hong Kong, or any person who, in relation to any such registered scheme, is an approved trustee or service provider as defined in section 2(1) of that Ordinance or who is an investment manager of any such registered scheme or constituent fund;  
香港《强制性公积金计划条例》(第 485 章)第 2 (1) 节定义的任何注册计划，或第 2 节 (第 485 节，条例 A) 定义的成分基金。就任何该等注册计划而言，为该条例第 2 (1) 节定义的工公认受托人或服务提供商，或为任何该等注册计划或成分基金的投资经理；
- (g) any scheme which—  
任何计划—  
(i) is a registered scheme as defined in section 2(1) of the Occupational Retirement Schemes Ordinance (Cap 426) of Hong Kong; or  
香港《职业退休计划条例》(第 426 章)第 2 (1) 节定义的注册计划；或  
(ii) is an offshore scheme as defined in section 2(1) of that Ordinance and, if it is regulated under the law of the place in which it is domiciled, is permitted to be operated under the law of such place.  
该条例第 2 (1) 节定义的离岸计划，如受其所在地法律规管，则该计划可根据该地的法律经营。  
or any person who, in relation to any such scheme, is an administrator as defined in section 2(1) of that Ordinance;



- 或就任何该等计划而言，该条例第 2 (1) 节定义的管理人；
- (h) any government (other than a municipal government authority), any institution which performs the functions of a central bank, or any multilateral agency;  
任何政府（市政府当局除外）、履行中央银行职能的机构或任何多边机构；
- (i) except for the purposes of Schedule 5 to the SFO, any corporation which is-  
除《证券及期货条例》附表 5 另有规定外的任何公司
- (i) a wholly owned subsidiary of-  
全资附属公司—
- (A) an intermediary, or any other person carrying on the business of the provision of investment services and regulated under the law of any place outside Hong Kong; or  
任何中介或任何其他提供投资服务业务并受香港境外法律规管的人；或
- (B) an authorized financial institution, or any bank which is not an authorized financial institution but is regulated under the law of any place outside Hong Kong;  
任何公认的金融机构或未授权但受香港境外法律规管的金融机构；
- (ii) a holding company which holds all the issued share capital of-  
持有所有已发行股本的控股公司—
- (A) an intermediary, or any other person carrying on the business of the provision of investment services and regulated under the law of any place outside Hong Kong; or  
任何中介或任何其他提供投资服务业务并受香港境外法律规管的人；或
- (B) an authorized financial institution, or any bank which is not an authorized financial institution but is regulated under the law of any place outside Hong Kong; or  
任何授权的金融机构或未授权但受香港境外法律规管的金融机构；或
- (iii) any other wholly owned subsidiary of a holding company referred to in subparagraph (ii); or  
第 (ii) 子款所述控股公司的任何其他全资附属公司；或
- (j) any person of a class which is prescribed by rules made under section 397 of the SFO for the purposes of this paragraph as within the meaning of this definition for the purposes of the provisions of the SFO, or to the extent that it is prescribed by rules so made as within the meaning of this definition for the purposes of any provision of the SFO;

在《证券及期货条例》的定义范围内，根据《证券及期货条例》第 397 节为施行本款而订立的规则所指明范围内或为施行《证券及期货条例》的任何条文而在本定义所指范围内的一类的任何人；

## Part 2 第 2 部分

*The classes of additional "professional investor" referred to in Part 1(j), under the Securities and Futures (Professional Investor) Rules, are:*

*《证券及期货（专业投资者）规则》第 1 (j) 部分所指的额外「专业投资者」类别：*

- (w) a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than HKD40 million at the relevant date or as ascertained in accordance with Part 3 (bb).  
信托公司已根据一项或多项信托受托，并在有关日期或按照第 3 (bb) 部分确定其为受托人，其总资产不少於 4000 万港元。
- (x) an individual having a portfolio of not less than HKD8 million at the relevant date or as ascertained in accordance with Part 3 (bb), when any one or more of the following are taken into account:  
在有关日期或根据第 3 (bb) 部分确定的投资组合不少于 800 万港元的个体，顾及以下任何一项或多项：
- (a) a portfolio on the individual's own account;  
个体账户上的投资组合；
- (b) a portfolio on a joint account with the individual's associate;  
与个体合伙人在联名账户上的投资组合；
- (c) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate;  
个体在与一个或多个人（该个体的关联人除外）在联名账户的投资组合中所占份额；

(d) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

在有关日期，以持有投资为主要业务，并完全由个人拥有的公司投资组合

(For the purposes of (c) above, an individual's share of a portfolio on a joint account with one or more persons other than the individual's associate is:

(就上文 (c) 而言，个体在与一个或多个人（该个体的关联人除外）在联名账户的投资组合中所占份额为：

(i) the individual's share of the portfolio as specified in a written agreement among the account holders; or

账户持有人书面协议中规定的个人投资组合份额；或

(ii) in the absence of an agreement referred to in (i), an equal share of the portfolio.)

在无 (i) 中所述协议的情况下，投资组合中的同等份额

(y) a corporation: 公司：

(a) having: 持有：

(i) a portfolio of not less than HKD8 million; or

投资组合不少于 800 万港元；或

(ii) total assets of not less than HKD40 million, at the relevant date or as ascertained in accordance with Part 3 (bb);

截至有关日期或按照第 3 (bb) 部分确定的总资产不少于 4000 万港元；

(b) which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:

在有关日期，该公司的主要业务为持有投资，并由下列任何一人或多人全资拥有：

(i) a trust corporation specified in (w);

(w) 所指明的信托公司；

(ii) an individual specified in x;

X 中指定的个人；

(iii) a corporation specified in this (y)(b) or (y)(a);

本 (y) (b) 或 (y) (a) 所指明的公司；

(iv) a partnership specified in (z);

(z) 中指定的合伙企业；

(v) a professional investor within the meaning of Part 1 (a), (d), (e), (f), (g) or (h) above; or

上文第 1 (a)、(d)、(e)、(f)、(g) 或 (h) 部分所指专业投资者；或

(c) a corporation which, at the relevant date, wholly owns a corporation referred to in (y)(a). 在有关日期完全拥有 (y) (a) 所述公司。

(z) a partnership having: 合伙企业，持有：

(a) a portfolio of not less than HKD8 million; or

投资组合不少于 800 万港元；或

(b) total assets of not less than HKD40 million,

总资产不少于 4000 万港元，

at the relevant date or as ascertained in accordance with Part 3 (bb).

有关日期或按照第 3 (bb) 部分确定。

### Part 3 第 3 部分

(aa) For the purposes of Part 2 (w) to (z) above: 就上文第 2 (w) 至 (z) 部分而言：

- "*relevant date*" means the date on which the relevant advertisement, invitation or document is issued, or possessed for the purposes of issue;

「有关日期」指发出或持有有关广告、邀请或文件用于发行的日期；

- "*custodian*" means any of the following whose business includes acting as a custodian of securities or other property for another person, whether on trust or by contract: (i) a corporation whose principal business is to act as a custodian of securities or other property, or (ii) an authorised financial institution under the Banking Ordinance (Cap 155) of Hong Kong; an overseas bank; a corporation

licensed under the SFO; or a person carrying on the business of the provision of investment services and regulated under the law of any place outside Hong Kong;

「保管人」是指其业务包括以信托或合同的形式为另一人保管证券或其他财产的任何人：(i) 主要业务是作为证券或其他财产的保管人公司，或(ii) 根据《香港银行条例》(第155章)授权的金融机构；海外银行；根据《证券及期货条例》获发牌的公司；或任何其他提供投资服务业务并受香港境外法律规管的人；

- “*portfolio*” means a portfolio comprising (i) securities; (ii) certificates of deposit issued by an authorised financial institution under the Banking Ordinance (Cap 155) of Hong Kong or an overseas bank; and (iii) except for trust corporations, cash held by a custodian; and

「投资组合」指包括(i) 证券的投资组合；(ii) 认可金融机构根据「香港银行业条例」(第155章)发出的存款单或海外银行发出的存款单；(iii) 保管人持有的现金(信托公司除外)；和

- “*public filing*” means a document that, pursuant to the legal or regulatory requirements in Hong Kong or in a place outside Hong Kong, has been submitted to a person or body that is under a duty to publish the document to, or otherwise make the document available for inspection by, members of the public in Hong Kong or in a place outside Hong Kong, by or on behalf of:

「公开呈报」指依据香港或香港境外法律或规管规定，由以下人士或机构或代表以下人士或机构向香港或香港境外公众人士发布或以其他方式提供该文件以供查阅的文件：

- (a) a trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee);  
信托公司(不论代表其本身或就其作为受托人的信托行事)；
- (b) an individual;  
个体；
- (c) a corporation (other than a trust corporation referred to in paragraph (a)); or  
公司( (a) 款所述信托公司除外)；或
- (d) a partnership;  
合伙企业；

- (bb) For the purposes of Part 2 (w), (x), (y)(a) or (z), the total assets entrusted to a trust corporation, the portfolio of an individual, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following:

就第2(w)，(x)，(y)(a)或(z)部分而言，托予信托公司的总资产，个体的投资组合，或公司或合伙企业的投资组合或总资产，须参照以下任何一项或多项确定：

- (a) for a trust corporation, corporation or partnership, the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;  
就信托公司、公司或合伙企业而言，指在有关日期前16个月内就该信托公司(或其以受托人身分行事的信托公司)、公司或合伙企业拟备的最新审计财务报表。
- (b) for a trust corporation, individual, corporation or partnership, any one or more of the following documents issued or submitted within 12 months before the relevant date:  
信托公司、个体、公司或合伙企业而言，在有关日期前12个月内发出或提交下列任何一份或多份文件：
  - (i) a statement of account or a certificate issued by a custodian;  
保管人出具的帐目报表或证书；
  - (ii) a certificate issued by an auditor or a certified public accountant;  
审计师或注册会计师发出的证明书；
  - (iii) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee, individual, corporation or partnership).  
由信托公司提交或代表信托公司提交的公开文件(无论是代表信托公司本身还是就其作为受托人、个体、公司或合伙企业的信托)

- (cc) For the purposes of Part 2 (w) to (z) above, a reference to an amount expressed in Hong Kong dollars includes its equivalent in any foreign currency.

就上述第2(w)至(z)部分而言，港元表示的金额包括以任何等值外币。

**APPENDIX C**  
**附录 C**  
**ANTI-MONEY LAUNDERING VERIFICATION REQUIREMENTS**  
**反洗钱核实规定**

Subscribers are required to provide certain supplemental documentation in connection with this subscription as follows:

认购人需按要求提供与本认购相关的特定补充文件，如下所示：

**INDIVIDUALS 个人**

VALID KYC DOCUMENTS 有效的「认识你的客户」文件	IDENTITY PROOF 身份证明	ADDRESS PROOF 地址证明
1 Certified True Copy of Identity and Signature Verification (any one from below) 身份和签名验证的核实副本（下面的任何一个）		
<ul style="list-style-type: none"> <li>• Passport 护照</li> <li>• National ID Card 国民身份证</li> <li>• Driver's License (with photograph) 驾驶执照（附照片）</li> </ul>	<p>Yes 是</p> <p>Yes 是</p> <p>Yes 是</p>	<p>Yes 是</p> <p>Yes 是</p> <p>Yes 是</p>
<p><i>* Can be older than three months provided document is not expired and address still valid.</i></p> <p><i>* 如未过期且地址仍然有效，则可提供过去三个月文件。</i></p>		
2 Certified True Copy of Residential Address Verification not older than 3 months (any one from below) 住宅地址（过去三个月）的核实副本（下面的任何一个）		
<ul style="list-style-type: none"> <li>• Utility bill (Electricity / Gas / Water/ Telephone) 水电费账单（电/煤气/水/电话）</li> <li>• Bank statement / Statement issued by a regulated Financial Institutions 银行对账单/一家受监管的金融机构发出的账单</li> <li>• Correspondence from local government / tax authority 地方政府/税务机关的信件</li> <li>• Motor / Insurance Certificates 汽车/保险证书</li> </ul>	<p>No</p> <p>No</p> <p>No</p> <p>No</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>
3 SWIFT Message (MT103) / its equivalent 汇款信息(MT103) / 等信息	-	-
4 Source of Fund Declaration attached as Appendix D 投资资金来源声明（附录 D）	-	-

**CORPORATE ENTITIES / FINANCIAL INSTITUTION (Please tick the provided documents)**

**VALID KYC DOCUMENTS**

**ADDITIONAL DOCUMENTS REQUIRED FOR  
SUBSCRIPTION MONEY ORIGINATING FROM  
NON-APPROVED JURISDICTION**

- |    |   |   |  |
|----|---|---|--|
| 1  | Certified True Copy of Certificate of Incorporation.                                    | 1 | Certified Identity and KYC documents of all shareholders and including up to UBO* level or listed company level for all individual shareholders holding more than 10% or non-individual shareholders holding more than 25% of the issued shares. |
| 2  | Certified True Copy of Register of Members / Shareholders.                              | 2 | Certified Identity and KYC documents of all directors, including individual and non-individual.  |
| 3  | Certified True Copy of Register of Directors.   |   |  |
| 4  | Certified True Copy of Memorandum and Articles of Association.                          |   |  |
| 5  | Bloomberg Extract / Stock Exchange Search Directory, If any                             |   |  |
| 6  | Dated Authorized Signatory List with specimen signatures.                               |   |  |
| 7  | Certified True Copy of Proof of Registered Office address (not older than 3 months).    |   |  |
| 8  | Structure Chart dated and signed by directors and including up to individual UBO level. |   |  |
| 9  | Certified Identity and Address proof of the UBO*.                                       |   |  |
| 10 | Source of Fund Declaration attached as Appendix D                                       |   |  |
| 11 | SWIFT Message (MT103) / its equivalent.   |   |  |

**FINANCIAL INSTITUTION (CUSTODIAN / NOMINEE) (Please tick the provided documents)****VALID KYC DOCUMENTS****ADDITIONAL DOCUMENTS REQUIRED FOR  
SUBSCRIPTION MONEY ORIGINATING FROM  
NON-APPROVED JURISDICTION**

- | VALID KYC DOCUMENTS   | ADDITIONAL DOCUMENTS REQUIRED FOR<br>SUBSCRIPTION MONEY ORIGINATING FROM<br>NON-APPROVED JURISDICTION |
|---|---|
| 1 Certified True Copy of Certificate of Incorporation.  | 1 N/A   |
| 2 Certified True Copy of Memorandum and Articles of Association.  |   |
| 3 Bloomberg Extract / Stock Exchange Search Directory, If any   |   |
| 4 Dated Authorized Signatory List with specimen signatures.   |   |
| 5 Certified True Copy of Proof of Registered Office address (not older than 3 months).                                      |   |
| 6 Structure Chart dated and signed by directors and including up to individual controlling person.                          |   |
| 7 Certified Identity and Address proof of the controlling person of nominee/custodian.                                      |   |
| 8 Source of Fund Declaration attached as Appendix D   |   |
| 9 SWIFT Message (MT103) / its equivalent.   |   |
| 10 AML comfort letter from the Custodian / Nominee stating that they perform KYC due diligence on their Underlying clients. |   |

**PARTNERSHIP/ LLC (Please tick the provided documents)**

**VALID KYC DOCUMENTS**

**ADDITIONAL DOCUMENTS REQUIRED FOR  
SUBSCRIPTION MONEY ORIGINATING FROM  
NON-APPROVED JURISDICTION**

- |   |  |
|---|--|
| <ol style="list-style-type: none"><li>1 Certified True Copy of Partnership Agreement / Operating Agreement for LLC.</li><li>2 Dated Authorized Signatory List with specimen signatures.</li><li>3 Certified True Copy of Proof of Registered Office address (not older than 3 months).</li><li>4 Structure Chart dated and signed by General Partner up to and including individual UBO level.</li><li>5 Certified Identity and Address proof of the UBO*.</li><li>6 Source of Fund Declaration attached as Appendix D</li><li>7 SWIFT Message (MT103) / its equivalent</li></ol> | <ol style="list-style-type: none"><li>1 Certified Identity and KYC documents of shareholders up to and including UBO* level or listed company level. For all individual shareholders holding more than 10% or non-individual shareholders holding more than 25% of the issued shares.</li><li>2 Certified Identity and KYC documents of the General Partner.</li></ol> |
|---|--|

**INVESTMENT FUND (Please tick the provided documents)**

**VALID KYC DOCUMENTS**

**ADDITIONAL DOCUMENTS REQUIRED FOR  
SUBSCRIPTION MONEY ORIGINATING FROM  
NON-APPROVED JURISDICTION**

- |   |   |
|---|---|
| <p>1 Certified True Copy of Certificate of Incorporation.</p> <p>2 Certified True Copy of Register of Members / Shareholders (having management / voting shares).</p> <p>3 Certified True Copy of Register of Directors.</p> <p>4 Certified True Copy of Memorandum and Articles of Association.</p> <p>5 Dated Authorized Signatory List with specimen signatures.</p> <p>6 Certified True Copy of Proof of Registered Office address (not older than 3 months).</p> <p>7 Dated and signed Structure Chart up to fund level along with the Fund PPM.</p> <p>8 Source of Fund Declaration attached as Appendix D</p> <p>9 AML comfort letter from Administrator (mandatory if admin is appointed) / Fund Director/ General Partner.</p> <p>10 SWIFT Message (MT103) / its equivalent.</p> | <p>1 Certified Identity and KYC documents of all management shareholders/general partner and including up to UBO* level or listed company level for all individual shareholders holding more than 10% or non-individual shareholders holding more than 25% of the issued shares.</p> <p>2 Certified Identity and KYC documents of all directors, including individual and non-individual.</p> |
|---|---|



**TRUST (Please tick the provided documents)****VALID KYC DOCUMENTS**

- 1 Trustee Undertaking Letter
- 2 Identity and Address proof of the UBO\*.
- 3 Dated Authorized Signatory List with specimen signatures of the trustee.
- 4 Source of Fund Declaration attached as Appendix D
- 5 SWIFT Message (MT103) / its equivalent.

**ADDITIONAL DOCUMENTS REQUIRED FOR SUBSCRIPTION MONEY ORIGINATING FROM NON-APPROVED JURISDICTION**

- 1 Certified Trust Deed.
- 2 Certified Trustee's license / Registered address proof.
- 3 Certified Identity and KYC documents of the individual trustee.
- 4 List of Directors of Trustee, if any
- 5 Certified Identity and KYC documents of all directors, including individual and non -individual.

**PRIVATE FOUNDATION (Please tick the provided documents)****VALID KYC DOCUMENTS**

- 1 Foundation Charter.
- 2 Identity and Address proof of the Founder.
- 3 Identity and KYC documents of all Council Members.
- 4 Dated Authorized Signatory List with specimen signatures.
- 5 Source of Fund Declaration attached as Appendix D
- 6 SWIFT Message (MT103) / its equivalent.

**ADDITIONAL DOCUMENTS REQUIRED FOR SUBSCRIPTION MONEY ORIGINATING FROM NON-APPROVED JURISDICTION**

- 1 Certified Regulations of the Foundation.
- 2 Certified Foundation legal documents such as Articles of Incorporation / Bylaws / Membership committee charter / Organizational meeting of board.

The Fund, the Investment Manager or the Administrator (including its delegate or agent) may require other documentation in addition to the items in the above checklist.

除上述清单内的文件外，基金，投资经理或行政人（包括其代表或代理人）可能还需要其他文件。

In accordance with the anti-money laundering (the "AML") obligations applicable to the Fund, requests for transfer or payment of redemption proceeds will not be effected until receipt of all outstanding identification documents and information pertaining to AML obligations. None of the Fund, the Investment Manager, the Administrator or their agents or affiliates accepts any responsibility for any loss caused as a result of any such delay or refusal to process transfer requests or effect payment of redemption proceeds (as the case may be) and claims for payment of interest due to such delays will not be accepted.

根据适用于本基金的反洗钱（「AML」）义务，在收到所有与 AML 义务有关的未完成身份证明文件和信息之前，不会进行转移或支付赎回收益的请求。基金，投资经理，行政人或其代理人或关联机构均不对因任何此类延迟或拒绝处理转移请求或影响赎回收益的支付（视情况而定）和索赔而造成的任何损失承担任何责任。因此类延误而支付的利息将不被接受。

### GENERAL INSTRUCTIONS 一般说明

- \* Definition of Ultimate Beneficial Owner (UBO) 最终实益拥有人 (UBO) 的定义  
Ultimate beneficial owner (UBO) means the natural person who ultimately owns or controls the customer or on whose behalf a transaction or activity is being conducted and includes but is not restricted to:  
最终受益所有人 (UBO) 是指最终拥有或控制客户或代表其进行交易或活动的自然人，包括但不限于：
  - a) In the case of a legal person other than a company whose securities are listed on a recognized stock exchange, a natural person who ultimately owns or controls, whether through direct or indirect ownership or control, 10% or more of the shares or voting rights in the legal person;  
对于公司以外的法人，其证券在认可的证券交易所上市，通过直接或间接所有权或控制最终拥有或控制法人的 10% 或更多的股份或投票权的自然人；
  - b) In the case of any legal person, a natural person who otherwise exercises ultimate effective control over the management of the legal person; or  
对于任何法人而言，自然人以其他方式对法人的管理行使最终有效控制人士；或
  - c) In the case of a legal arrangement, the trustee or other person who exercises ultimate effective control over the legal arrangement.  
对于在法律安排的情况而言，受托人或其他人以其他方式对法律安排的管理行使最终有效控制人士。
- \*\* Where documents are not in English, a notarized translation is required.  
若证件非英语版，要求提供一份经过公证的译文。
- \*\*\* A certifier must be a suitable person, such as a **lawyer, accountant, director or manager of a regulated credit or financial institution, a notary public or a member of the judiciary**. The certifier should sign the copy document (printing his/her name clearly underneath) and clearly indicate his/her position or capacity, together with a contact address and phone number. The certifier must indicate that the document is a true copy of the original and that the photo is a true likeness of the individual.  
证明人须为合适人选，如**律师、会计师、受监管信贷或金融机构的董事或经理、公证人或司法人员**。证明人应在文件副本上签字（下方清楚印有其姓名），并清楚表明其职位或能力，以及通讯地址和电话号码。证明人须表明此文件为原件的真实副本，照片为个人的真实肖像。
- \*\*\*\* As part of the Administrator's and the Investment Manager's responsibility to comply with any applicable anti-money laundering regulations, they may require detailed verification of an investor's identity and the source of the payment of application moneys. The Administrator and the Investment Manager reserve the right to request such information as is necessary to verify the identity of a subscriber and the source of the payment. In the event of delay or failure by the subscriber to produce any information required for verification purposes, the Administrator or the Investment Manager may refuse to accept the subscription and the application moneys relating to such application and refuse to pay any redemption proceeds. Neither the Administrator, the Investment Manager nor any of their delegates shall be liable to the applicant for any loss suffered by the applicant as a result of the rejection or delay of any subscription or payment of redemption proceeds. 作为行政人和投资经理遵守任何适用的反洗钱条例，行政人和投资经理可要求详细核实申请人的身份和申请款项的支付来源。管理人和管理人代理保留要求提供必要信息以核实认购人身份和付款来源的权利。如果认购人延迟或未能提供验证所需的任何信息，则行政人或投资经理可拒绝接受认购以及与该申请有关的款项，并拒绝支付任何赎回款项。对于因拒绝或延迟认购或偿还赎回款项而导致申请人蒙受的任何损失，行政人、投资经理或其代表均不承担任何责任。

**APPENDIX D**  
**附录 D**  
**SOURCE OF FUND DECLARATION**  
**资金来源声明**

Full Name of the Investor 投资者姓名:

Glory Sun Financial Investment Limited

Origin of the Subscription Money: (Please check the appropriate source(s)) 认购资金来源 (请查阅适合来源)

- Salary / Employment 薪金/ 雇员报酬       Investments 投资       Business Activities 商业活动       Inheritance & Gifts 遗产与馈赠
- Others 其他

**SALARY / EMPLOYMENT 薪金/ 雇员报酬**

- 1 Name of the Employer 雇员名称
- 2 Designation of employment 职务
- 3 Annual salary 年薪
- 4 Place of employment 受雇地点
- 5 Nature of business of the employer 业务性质
- 6 Tenure of employment 受雇年期
- 7 Employers Website, if any 雇主网址, 如有

**BUSINESS ACTIVITIES 商业活动**

- |   |  |   |
|---|--|---|
| 1 | Name of the Entity 法团名称                                  | Glory Sun Financial Investment Limited                                      |
| 2 | Registered address 注册地址                                  | ROOM 1908, BLK 2, 19/F, LIPPO CENTRE, NO 89 QUEENSWAY, ADMIRALTY, HONG KONG |
| 3 | Business address (if different from above) 营业地址 (如与上述不同) | Same as above   |
| 4 | Nature of business 业务性质                                  | Investment  |
| 5 | Position Held by investor 投资者持仓                          | /   |
| 6 | Annual turnover 年度营业额                                    | >HK\$1,000,000  |
| 7 | Tenure of the business 经营年期                              | /   |
| 8 | Entity Website, if any 法团网址, 如有                          | /   |

## INVESTMENTS 投资

- 1 Sale of property (with address of property, date of sale and value of sold property) 物业出售 (包括物业地址, 出售日期和价值) /
- 2 Sale of shares (with value of shares sold and date of sale) 股份出售 (出售日期和价值) /
- 3 Loan (with amount, date and purpose of loan also name and address of lender) 贷款 (金额, 日期和贷款目的, 及借贷人名称和地址) /
- 4 Company sale (with details of total sale price, nature of business, date of sale and receipt of funds) 公司销售 (包括总销售价格, 业务性质, 销售日期和资金接收的详细信息) /
- 5 Company profits/Dividends (with details of total amount, nature of business, date of receipt of funds) 公司利润/股息 (包括总额, 业务性质, 收到资金的日期的详细信息) /

## INHERITANCE & GIFTS 遗产与馈赠

- 1 Name of Deceased/ Donor 已故人名称/捐赠者名称
- 2 Relationship with the Deceased / Donor 与死已故人或捐赠者的关系
- 3 Cash received 已收取现金
- 4 Non-cash received 已收取非现金
- 5 Place of origin of wealth 财富来源地
- 6 Date of transfer of wealth 财富转移日期

## OTHER (PLEASE SPECIFY WITH SUPPORTING DOCUMENTS) 其他 (请注明相关证明文件)

Capital from the parent company HK1282 and its subsidiaries

DECLARATION 声明

I am not involved in any criminal, money laundering or illegal activities and confirm that the above provided information is true to the best of my knowledge. I also confirm that the funds are free from any of the claims & debts and oblige to provide any other information in future upon request.

我不涉及参与任何犯罪，洗钱或非法活动，并且谨以至诚确认上述提供的资料是真实的。我还确认，这些资金没有任何索偿和债务，并且如有任何债务，将来应要求提供进一步资料。

Glory Sun Financial Investment Limited  
寶新金融投資有限公司

Signature 签名:  .....  
Authorized Signature(s)

Full Name of the Investor 投资者名称: Glory Sun Financial Investment Limited

Date / Location 日期/地点: 30 Oct 2023 Hong Kong

**APPENDIX E**  
**附录 E**  
**INDIVIDUAL SELF-CERTIFICATION**  
**个人自我证明表格**

**Instructions for completion 填写指示**

We are obliged under the Tax information Authority Law, the Regulations, and Guidance Notes made pursuant to that Law, and treaties and intergovernmental agreements entered into by the Cayman Islands in relation to the automatic exchange of information for tax matters (collectively "AEOI"), to collect certain information about each account holder's tax status. Please complete the sections below as directed and provide any additional information that is requested. Please note that we may be obliged to share this information with relevant tax authorities. Terms referenced in this Form shall have the same meaning as applicable under the relevant Cayman Islands Regulations, Guidance Notes or international agreements. If any of the information below regarding your tax residence or AEOI classification changes in the future, please ensure you advise us of these changes promptly.

根据税收信息授权法、法规和根据法律制定的指南以及开曼群岛针对税收信息自动交换制定的条约和政府间协议（统称「AEOI」），本基金有义务收集各认购人的某些税收身份信息。我方有义务根据《税务信息管理局法》、根据该法制定的《条例》和《指导说明》，以及开曼群岛就《税务信息自动交换标准》（统称为「AEOI」）签订的条约和政府间协议，收集有关各账户持有人税务状况的某些信息请按照指示填写各部分，并根据要求提供其他信息。请注意，我方可能有义务与相关税收机构共享此信息。本表所引用的术语，其涵义与开曼群岛有关规例、指引或国际协定所适用者相同。

If you have any questions about how to complete this Form, please contact your tax advisor.

如阁下对如何填写本表格有任何疑问，请联络阁下的税务顾问。

Please note that where there are joint account holders each investor is required to complete a separate Self-Certification form.

请注意，如属联名账户持有人，每名投资者须分别填写自我证明表格。

**Section 1: Account Holder Identification 第1节：账户持有人识别资料**

/                      /

---

Account Holder Name 账户持有人姓名	Date of Birth 出生日期 (dd/mm/yyyy)	Place and Country of Birth 出生地点及国家
--------------------------------	------------------------------------	---------------------------------------

**Permanent Residence Address 永久居住地址:**

---

Number & Street 街道及号数	City/Town 城市/镇
-----------------------	----------------

---

State/Province/County 州/省/郡	Post Code 邮编	Country 国家
-----------------------------	--------------	------------

**Mailing address (if different from above): 邮件地址（如与上述地址不同）：**

---

Number & Street 街道及号数	City/Town 城市/镇
-----------------------	----------------

---

State/Province/County 州/省/郡	Post Code 邮编	Country 国家
-----------------------------	--------------	------------

## Section 2: Declaration of U.S. Citizenship or U.S. Residence for Tax purposes

### 第2节：美国公民身份声明或美国税务居民声明

Please tick either (a) or (b) or (c) and complete as appropriate.

请勾选(a)或(b)或(c)项，并填写适当资料。

- (a)  I confirm that I am a U.S. citizen and/or resident in the U.S. for tax purposes (green card holder or resident under the substantial presence test) and my U.S. federal taxpayer identifying number (U.S. TIN) is as follows:

我确认为美国人。公民和/或居民。我确认是一名美国公民或美国税务居民（符合实际居留标准的绿卡持有人）美国联邦纳税人识别号（美国TIN）如下：

---

---

- (b)  I confirm that I was born in the U.S. (or a U.S. territory) but am no longer a U.S. citizen as I have voluntarily surrendered my citizenship as evidenced by the attached documents.

我确认出生于美国（或美国境内）由于已自愿放弃美国公民身份，已非美国公民，如所附文件所示。

- (c)  I confirm that I am not a U.S. citizen or resident in the U.S. for tax purposes.

我确认非美国公民和/或居民、或美国税务居民。

### Complete section 3 if you have non-U.S. tax residences.

如阁下有非美国纳税居所，请填写第3节。

## Section 3: Declaration of Tax Residency (other than U.S.)

### 第3节：纳税居所声明（美国除外）

I hereby confirm that I am, for tax purposes, resident in the following countries (indicate the tax reference number type and number applicable in each country).

我在此确认在以下国家的税收居所（标明在各国家适用的税收参考编号类型和号码）。

Country/countries of tax residency 税务居住地所在国	Tax reference number type 税收参考编号类型	Tax reference number 税收参考编号

Please indicate not applicable if jurisdiction does not issue or you are unable to procure a tax reference number or functional equivalent. If applicable, please specify the reason for non-availability of a tax reference number:

若管辖区域未发放或无法获得税收参考编号或同等功能的编号，则标注不适用。若适用，请说明税收参考编号不可用的原因：

---

#### Section 4: Declaration and Undertakings

##### 第4节：声明及承诺

I declare that the information provided in this form is, to the best of my knowledge and belief, accurate and complete. I undertake to advise the recipient promptly and provide an updated Self-Certification form within 30 days where any change in circumstances occurs which causes any of the information contained in this form to be inaccurate or incomplete. Where legally obliged to do so, I hereby consent to the recipient sharing this information with the relevant tax information authorities.

我声明，据我所知及所信，本表中提供的资料是正确且完整的。我承诺，若发生任何情况影响本表中包含的任何资料的准确性和完整性，将在发生此类情况后的30天内通知接收方并提供更新版《自我证明表格》。若有法律义务，我特此同意接收者与相关税务资料机关共享此类资料。

I acknowledge that it is an offence to make a self-certification that is false in a material particular.

我确认，在《自我证明表格》作出虚假陈述，即属违法。

Signature 签署:

---

Date (dd/mm/yyyy) 日期:

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

---



**Entity Self-Certification**  
**实体自我证明表格**

**Instructions for completion 填写说明**

We are obliged under the Tax information Authority Law, the Regulations, and Guidance Notes made pursuant to that Law, and treaties and intergovernmental agreements entered into by the Cayman Islands in relation to the automatic exchange of information for tax matters (collectively "AEOI"), to collect certain information about each account holder's tax status. Please complete the sections below as directed and provide any additional information that is requested. Please note that we may be obliged to share this information with relevant tax authorities. Terms referenced in this Form shall have the same meaning as applicable under the relevant Cayman Islands Regulations, Guidance Notes or international agreements.

根据税收信息授权法、法规和根据法律制定的指南以及开曼群岛针对税收信息自动交换制定的条约和政府间协议（统称「AEOI」），本基金有义务收集各认购人的某些税收身份信息。我方有义务根据《税务信息管理局法》、根据该法制定的《条例》和《指导说明》，以及开曼群岛就《税务信息自动交换标准》（统称为「AEOI」）签订的条约和政府间协议，收集有关各账户持有人税务状况的某些信息请按照指示填写各部分，并根据要求提供其他信息。请注意，我方可能有义务与相关税收机构共享此信息。本表所引用的术语，其涵义与开曼群岛有关规例、指引或国际协定所适用者相同。

If any of the information below regarding your tax residence or AEOI classification changes in the future, please ensure you advise us of these changes promptly. If you have any questions about how to complete this Form, please refer to accompanying guidelines for completion or contact your tax advisor.

若以下任何有关税收居所或AEOI类别的信息在未来出现变动，请保证立即通知本基金。关于填写本表，如有任何疑问，请参考随附的填写指引或联系税务顾问。

**PART I: General**  
**第一部分：概述**

**Section 1: Account Holder Identification 第1节：账户持有人身份证明**

GLORY SUN FINANCIAL INVESTMENT LIMITED	HONG KONG
Legal Name of Entity/Branch 实体/分支法定名称	Country of incorporation / organisation 公司/组织的国家

**Current Residence or Registered Address: 当前居所或注册地址：**

ROOM 1908, BLK 2, 19/F, LIPPO CENTRE, NO. 89 QUEENSWAY, ADMIRALTY, HONG KONG	HONG KONG	
Number & Street 街道和编号	City/Town 市/镇	
	HONG KONG	
State/Province/County 州/省/郡	Post Code 邮政编码	Country 国家

**Mailing address (if different from above): 邮寄地址（与上述不同时进行填写）：**

Number & Street 街道和编号	City/Town 市/镇	
State/Province/County 州/省/郡	Post Code 邮政编码	Country 国家

**PART II: US IGA**  
**第二部分：《美国跨政府协议》**

**Section 2: U.S. Persons 第2节：美国人**

Please tick and complete as appropriate.

请根据具体情况勾选并填写。

- (a)  The entity is a **Specified U.S. Person** and the entity's U.S. federal taxpayer identifying number (U.S. TIN) is as follows:

实体为指定的美国人，且实体美国联邦纳税人识别号（美国TIN）如下所示：

- (b)  The entity is a U.S. Person that is not a Specified U.S. Person.

实体为一名美国人（但非指定人）

Indicate exemption 标明免税<sup>11</sup>

**If the entity is not a U.S. person, please complete Section 3. 若实体非美国人请填写第3节。**

**Section 3: US FATCA Classification for all Non United States Entities**

**第3节：美国的《外国帐户税收遵从法》类别适用于所有非美国实体**

Please complete this section if the entity is **not** a U.S. Person 如果实体不是美国人，请填写本节。

- 3.1** If the entity is a **Registered Foreign Financial Institution**, please tick one of the below categories, and provide the entity's FATCA GIIN at 3.1.1.

倘实体是已注册的外国金融机构，请在以下分类内勾选并在第3.1.1条提供实体的《外国帐户税收遵从法》全球中介机构识别码。

- (a)  Reporting Model 1 FFI 跨政府协议版本一下有报告义务的金融机构
- (b)  Registered Deemed Compliant Foreign Financial Institution (other than a reporting Model 1 FFI, sponsored FFI, or non-reporting IGA FFI)  
注册符合规定的外国金融机构（不同于在跨政府协议版本一下有报告义务的金融机构、受保荐外国金融机构，或非申报跨政府协议外国金融机构）。
- (c)  Reporting Model 2 FFI 跨政府协议版本二下有报告义务的金融机构
- (d)  Participating Foreign Financial Institution 参与合规的外国金融机构

**3.1.1** Please provide your *Global Intermediary Identification number (GIIN)*

请提供阁下的全球中介机构识别码（GIIN）：

(if registration in progress indicate so 若正在注册中，请注明)

- 3.2** If the entity is a **Financial Institution but unable to provide a GIIN or has a Sponsored Entity GIIN**, please complete one of the below categories:

倘实体是金融机构，但无法提供全球中介机构识别码（GIIN）或持有受保荐实体的全球中介机构识别码（GIIN），请填写以下其中一个类别：

<sup>11</sup> Under the US IGA and in the U.S. Internal Revenue Code, Specified US Person does not include: An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37); The United States or any of its agencies or instrumentalities; A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities; A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i); A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i); A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state; A real estate investment trust; A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940; A common trust fund as defined in section 584(a); A bank as defined in section 581; A broker; A trust exempt from tax under section 664 or described in section 4947; or A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

指定的美国人不包括：在第501(a)节中规定的免税组织或第7701(a)(37)节规定的任何个人退休计划；美国联邦政府及其下属机构；美国州政府、美国哥伦比亚特区、美国领土或者上述任何政治分区，或下属机构；根据法规第1.1472-1(c)(1)(i)节的规定，在某具规模的证券市场中经常进行股票买卖交易的公司；根据法规第1.1472-1(c)(1)(i)节的规定，同一扩展集团的公司。根据美国联邦法律或者任何一州的法律注册的证券、商品或者衍生金融工具（包括名义主合同、期货、远期合约和期权）的经销商；房地产信托公司；第851节中定义的受监管投资公司或根据1940年《投资公司法》在纳税年度内随时注册的实体（法规第584(a)节所指的共同信托基金；法规第581节所指银行；经纪人；根据法规第664节或第4947节规定的免税信托公司；或根据法规第403(b)节计划或第457(g)节计划的免税信托公司。

- (a)  The Entity is a Sponsored Financial Institution (sponsored by another entity that has registered as a Sponsoring Entity) and (select one):

实体是受保荐金融机构（由注册为受保荐实体的另一个实体保荐）和（选择其一）：

- i  has no US reportable accounts, is a Sponsored FI in a Model 1 IGA jurisdiction and therefore not required to obtain a Sponsored Entity GIIN. Please provide the Sponsoring Entity's name and GIIN.  
无美国可申报账户，是跨政府协议版本一管辖区内的受保荐金融机构，因此无需获得受保荐实体的全球中介机构识别码。请提供保荐实体的名称和全球中介机构识别码。

Sponsoring Entity's Name

保荐实体的名称:

Sponsoring Entity's GIIN 保荐实体的全球中

介机构识别码:

- ii  its Sponsor has obtained a Sponsored Entity GIIN on its behalf.

其保荐实体已代表其获得受保荐实体全球中介机构识别码（GIIN）。

Please provide the Sponsoring Entity's name and GIIN, and Sponsored Entity's GIIN.

请提供保荐实体的全称和全球中介机构识别码（GIIN），和受保荐实体的全球中介机构识别码（GIIN）。

Sponsoring Entity's Name

保荐实体的名称:

Sponsoring Entity's GIIN

保荐实体的全球中介机构识别码:

Sponsored Entity's GIIN

受保荐实体的全球中介机构识别码:

- (b)  The Entity is a Trustee Documented Trust. Please provide the Trustee's name and GIIN.

实体为受托人登记在案的信托公司。请提供受托人的名称和全球中介机构识别码。

Trustee's Name

受托人名称:

Trustee's GIIN

受托人全球中介机构识别码:

- (c)  The Entity is a Certified Deemed Compliant, or otherwise Non-Reporting, Foreign Financial Institution (including a Foreign Financial Institution deemed compliant under Annex II of an IGA, except for a Trustee Documented Trust or Sponsored Financial Institution).

实体为经认证视同合规或非申报外国金融机构（包括根据《跨政府协议》附件II合规的外国金融机构，受托人登记在案的信托公司或受保荐金融机构除外）。

Indicate exemption 标明免税:

- (d)  The Entity is a Non-Participating Foreign Financial Institution

实体为非参与合规外国金融机构

### 3.3 If the entity is **not a Foreign Financial Institution**, please confirm the Entity's FATCA status below:

倘实体非外国金融机构，请确认实体的《外国帐户税收遵从法》的状态如下：

- (a)  The Entity is an **Exempt Beneficial Owner**

实体为免税受益人<sup>12</sup>

Indicate status 注明现状:

<sup>12</sup> "Exempt Beneficial Owner" means any of the entities listed as such in Annex II.I of the US IGA or Section 1.1471-6 or 1.1471-6T of the U.S. Treasury Regulations. See additional notes in Exhibit A "免税受益人"指《美国跨政府协议》附件 II.I 或《财政法规》第 1.1471-6 或 1.1471-6T 节所列的任何实体。详见附表 A 附加标注。

- (b)  The Entity is an **Active Non-Financial Foreign Entity**.<sup>13</sup> Indicate qualifying criteria (see Exhibit A):  
 实体为主动非金融外国实体。表明合格标准（见附表A）：

\_\_\_\_\_

- (c)  The Entity is a **Direct Reporting NFFE**.<sup>14</sup> Please provide the Entity's GIIN.  
 实体为直接申报非金融外国实体。请提供实体的全球中介机构识别码。  
 Direct Reporting NFFE's GIIN  
 直接申报非金融外国实体的全球中介机构识别码: \_\_\_\_\_

- (d)  The Entity is a **Sponsored Direct Reporting NFFE**.<sup>15</sup> Please provide the Sponsoring Entity's name and GIIN. 实体为受保荐的直接申报非金融外国实体。请提供保荐实体的名称和全球中介机构识别码。  
 Sponsoring Entity's Name  
 保荐实体的名称: \_\_\_\_\_  
 Sponsoring Entity's GIIN  
 保荐实体的全球中介机构识别码: \_\_\_\_\_  
 Sponsored Entity's GIIN  
 受保荐实体的全球中介机构识别码: \_\_\_\_\_

- (e)  The Entity is a **Passive Non-Financial Foreign Entity**.  
 实体为被动非金融外国实体。<sup>16</sup>

If you have ticked 3.3(e) **Passive Non-Financial Foreign Entity**, please complete either i. OR ii. below  
 如果阁下已经勾选了3.3 (e) (被动非金融外国实体)，请填写 (i) 或 (ii) 下面

- i. Indicate the full name, address, and tax reference type and number of any **Substantial U.S. Owners**.

注明任何实质性美国所有人的全称、地址、税务参考类型和编号。

If the Entity has chosen to use the definition of 'Substantial U.S. Owner' from the U.S. Treasury Regulations in lieu of the definition of 'Controlling Person' as permitted under Article 4(7) of the Agreement between the Government of the Cayman Islands and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA, please complete the table below providing details of any Substantial U.S. Owners.<sup>17</sup>

如果实体选择使用「实质性美国所有人」的定义。按照《财政法规》代替开曼群岛政府和美国政府为改善国际税务合规性和执行《《外国帐户税收遵从法》》而签订的协议第4章(7)条的「控权人」定义，请填写下表，提供任何实质性美国所有人的信息<sup>17</sup>

**Note: The decision to utilize the definition of 'Substantial U.S. Owner' in lieu of Controlling Person is only permitted with respect to PART II: US IGA.**

注释：就第二部分而言，决定采用「实质性美国所有人」的定义代替「控权人」：《美国跨政府协议》

Full Name 全称	Full residence address 完整的居住地址	Tax reference type and number 税收参考类型和编号
Li Minbin	中國廣東省深圳市山月居山翠軒502	PASSPORT: E87816281

OR 或

<sup>13</sup> See definition of *Active Non-Financial Foreign Entity* in Exhibit A 见附表 A 中积极非金融实体的定义

<sup>14</sup> See US Treasury FATCA Regulations, 26 CFR 1.1472-1(c)(3) 参见美国财政部《外国帐户税收遵从法》、美国联邦法规-26 1.1472-1 (c) (3) 节

<sup>15</sup> See US Treasury FATCA Regulations, 26 CFR 1.1472-1(c)(5) 参见美国财政部《外国帐户税收遵从法》、美国联邦法规-26 1.1472-1 (c) (5) 节

<sup>16</sup> See definition of *Passive Non-Financial Foreign Entity* in Exhibit A 见附表 A 中消极非金融实体的定义

<sup>17</sup> See definition of *Substantial U.S. Owner(s)* in Exhibit A. 参见实质性美国定义。附表 A 中的所有者。

- ii. Alternatively, if you wish to use the Controlling Person definition as per the CRS definition in Exhibit B then please complete the following:

或者，如果阁下希望按照附表B中的CRS定义使用控权人定义，请填写以下内容：

Please indicate the name of any *Controlling Person(s)* 请标明任何控权人的全名<sup>18</sup>：

Full Name of any Controlling Person(s) 控权人的全称

**Please complete Part IV below providing further details of any ultimate Controlling Persons who are natural persons.**

请填写以下第四部分，提供更多有关最终控权人（自然人）的详细信息。

---

<sup>18</sup> See definition of *Controlling Person(s)* in Exhibit A. 参考附表 A 中控权人的定义

**PART III: Common Reporting Standard**  
**第三部分：《共同汇报标准》**

**Section 4: Declaration of All Tax Residency [repeat any residences indicated in Part II, Section 2 (US)]**  
**第4节：所有税收居所声明（重复第二部分第2节中所示的居所-美国）**

Please indicate the Entity's place of tax residence (if resident in more than one jurisdiction please detail all jurisdictions and associated tax reference number type and number).

请注明实体的税收居所地点（若居住在多个司法管辖区，请详细说明所有司法管辖区和相关税务参考号的类型和编号）。

For the purposes of the Common Reporting Standard (CRS), all matters in connection with residence are determined in accordance with the CRS and its Commentaries.

为《共同汇报标准》（CRS）申报目的，所有与住所相关的事务应根据《共同汇报标准》（CRS）及其注释确定。If an entity has no residence for tax purposes please indicate the jurisdiction in which its place of effective management is situated. Please indicate not applicable if jurisdiction does not issue or you are unable to procure a tax reference number or functional equivalent, and indicate the reason below.

如果实体没有居留地作为税收目的，请标明有效管理地点的管辖区地址。若管辖区域未发放或无法获得税收参考编号或同等功能的编号，则标注不适用。

Jurisdiction(s) of tax residency 税务居留司法管辖区	Tax reference number type 税收参考编号类型	Tax reference number (e.g. TIN) 税收参考编号（如：纳税人识别号）
Hong Kong	CI No.	2053144

**If applicable, please specify the reason for non-availability of a tax reference number**  
若适用，请说明税收参考编号不可用的原因：

**Section 5: CRS Classification 第5节：《共同汇报标准》类别**

Provide your CRS classification by checking the corresponding box(es). Note that CRS classification does not necessarily coincide with your classification for US FATCA purposes.

通过勾选相应方框指出阁下的《共同汇报标准》类别。注意，《共同汇报标准》类别不一定与《外国帐户税收遵从法》类别相同。

5.1  If the entity is a *Financial Institution*<sup>19</sup>, please tick this box and specify the type of Financial Institution in (a), (b), or (c) below

如果实体是金融机构，请勾选此框，并在下面的（a）（b）或（c）中详细说明金融机构的类型<sup>20</sup>。

(a)  Reporting Financial Institution under CRS. (Please note this classification only applies to a Financial Institution in a CRS Participating Jurisdiction. If the entity is a Financial Institution in a Non-Participating Jurisdiction<sup>21</sup> under CRS, proceed to 5.1 (c)).

《共同汇报标准》下的申报金融机构。（请注意，此分类仅适用于 CRS 参与辖区内的金融机构。如果该实体是《共同汇报标准》项下非参与辖区的金融机构，请转至 5.1 (c) )<sup>21</sup>。

OR 或

<sup>19</sup> See definition of *Financial Institution* in Exhibit B. 详见附表 B 中金融机构的定义。

<sup>20</sup> Where the entity is resident in a Participating Jurisdiction, use the terms as defined under the CRS regime in that Jurisdiction. Where the entity is resident in a Non-Participating Jurisdiction, definitions under the Cayman Islands CRS regime must be used. 如果实体是参与辖区的居民，则使用该辖区《共同汇报标准》制度下定义的术语。如果实体坐落在非参与管辖区内，必须使用根据开曼群岛《共同汇报标准》管理体制的定义。

<sup>21</sup> See definition of *Non-Participating Jurisdiction* in Exhibit B. 详见附表 B 中非参与管辖范围的定义。

- (b)  Non-Reporting Financial Institution under CRS. (Please note this classification only applies to a Financial Institution in a CRS Participating Jurisdiction. If the entity is a Financial Institution in a Non-Participating Jurisdiction under CRS, proceed to 5.1 (c)). Specify the type of Non-Reporting Financial Institution below: 《共同汇报标准》下的非申报金融机构。(请注意,此分类仅适用于《共同汇报标准》参与辖区内的金融机构。如果该实体是《共同汇报标准》项下非参与辖区的金融机构,请转至 5.1 (c))。说明以下非申报金融机构的类型:
- Governmental Entity 政府实体
  - International Organization 国际组织
  - Central Bank 中央银行
  - Broad Participation Retirement Fund 广泛参与退休基金
  - Narrow Participation Retirement Fund 有限参与退休基金
  - Pension Fund of a Governmental Entity, International Organization, or Central Bank 政府实体、国际组织或中央银行养老基金
  - Exempt Collective Investment Vehicle 免税集体投资工具
  - Trust whose trustee reports all required information with respect to all CRS Reportable Accounts 受托人报告所有《共同汇报标准》可申报账户所需信息的信托
  - Qualified Credit Card Issuer 合格信用卡发行方
  - Other Entity defined under the domestic law as low risk of being used to evade tax. 根据国内法律定义为低风险规避税务的其他实体。

Specify the type provided in the domestic law  
请说明国内法律中规定的类型:

---

OR 或

- Financial Institution resident in a Non-Participating Jurisdiction under CRS. Specify the type of Financial Institution below:

《共同汇报标准》下位于非参与管辖区域内的金融机构。在下方说明金融机构的类型:

- i  Investment Entity managed by another Financial Institution<sup>22</sup> where a controlling ownership interest is held (directly or indirectly) by a company listed on a stock exchange and subject to disclosure requirements or is a majority owned subsidiary of such a company.  
由另一金融机构管理的投资实体,该金融机构的控股所有权权益(直接或间接)由在证券交易所上市并须遵守披露要求的公司持有,或是该公司的控股子公司。<sup>22</sup>
- ii.  Investment Entity managed by another Financial Institution (other than i. above)  
由另一家金融机构管理的投资实体(不同于以上 i. 内容)

Note: If you are either: 注释: 如果阁下是以下之一:

- (a)  a widely-held, regulated Collective Investment Vehicle (CIV) established as a trust; OR  
作为信托设立的一种广泛持有、受监管的集体投资工具; 或
- (b)  a pension fund established as a trust,  
作为信托成立的养老基金。

you may apply the Controlling Persons test of a legal person as per the Controlling Person definition in Exhibit B, and where simplified due diligence procedures are permitted to be applied by the Financial Institution under the applicable AML regime<sup>23</sup> in relation to the Account Holder and its Controlling Persons, no further information is required.

<sup>22</sup> The managing Financial Institution must be a Financial Institution other than an Investment Entity type b) defined within the definition of a Financial Institution in Exhibit B. 管理金融机构必须是附表 B 中金融机构定义中定义的 b 类投资实体以外的金融机构。

<sup>23</sup> Please contact the Financial Institution to confirm whether simplified due diligence procedures under the Cayman Islands AML regime may apply to you as an Account Holder (e.g. by being a regulated pension fund in an approved jurisdiction). 请联系金融机构,确认开曼群岛反洗钱制度下的简化尽职调查程序是否适用于阁下作为账户持有人(如:在获批的司法管辖区内作为受监管养老基金)。





If you have ticked this box please indicate the name of the *Controlling Person(s)*. Please refer to the definition of Controlling Person in Exhibit B.

若已经勾选该框，请标明控权人的姓名。请参考附表B中控权人的定义。

Full Name of any Controlling Person(s) 控权人的全称 (must not be left blank 不留空白)

Please complete Part IV below providing further details of any ultimate Controlling Person(s) who are natural person(s).

请填写以下第四部分，提供更多有关最终控权人（自然人）的详细信息。

#### Entity Declaration and Undertakings 实体声明和承诺

I/We declare (as an authorised signatory of the Entity) that the information provided in this form is, to the best of my/our knowledge and belief, accurate and complete. I/We undertake to advise the recipient promptly and provide an updated Self-Certification form within 30 days where any change in circumstances occurs, which causes any of the information contained in this form to be inaccurate or incomplete. Where legally obliged to do so, I/we hereby consent to the recipient sharing this information with the relevant tax information authorities.

我/我们声明（作为获实体授权的签署人），据我/我们所知及所信，本表中提供的信息是正确且完整的。我/我们承诺，若发生任何情况影响本表中包含的任何资料的准确性和完整性，将在发生此类情况后的30天内通知接收方并提供更新版《自我证明表格》。若有法律义务，我/我们特此同意接收者与相关税务资料机关共享此类信息。

I/we acknowledge that it is an offence to make a self-certification that is false in a material particular.

我/我们知悉在《自我证明表格》作出虚假陈述，即属违法。

For and on behalf of  
Glory Sun Financial Investment Limited  
寶新金融投資有限公司

Authorised Signature 授权人签名:  Authorised Signature 授权人签名: \_\_\_\_\_

Position/Title 职位/头衔: Director Position/Title 职位/头衔: \_\_\_\_\_

Date 日期 (dd/mm/yyyy): 30 / 10 / 23 Date 日期 (dd/mm/yyyy): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**PART IV: Controlling Persons 第四部分：控权人**

(please complete for each Controlling Person who is a natural person) (请填写各自然人控权人信息)

**Section 6 – Identification of a Controlling Person 第6节——控权人身份**

**6.1 Name of Controlling Person 控权人姓名:**

Family Name or Surname(s) 姓氏:

First or Given Name 名字:

Middle Name(s) 中间名:

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**6.2 Current Residence Address 现居地址:**

Line 1 (e.g. House/Apt/Suite Name, Number, Street)

第1行 (如街道、编号、小区/公寓/住宅)

Line 2 (e.g. Town/City/Province/County/State)

第2行 (如, 国家/省/市/县/镇)

Country 国家:

Postal Code/ZIP Code 邮政编码:

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**6.3 Mailing Address 邮寄地址: (please complete if different from 6.2) (若与第6.2节中地址不同, 请填写)**

Line 1 (e.g. House/Apt/Suite Name, Number, Street)

第1行 (如街道、编号、小区/公寓/住宅)

Line 2 (e.g. Town/City/Province/County/State)

第2行 (如, 国家/省/市/县/镇)

Country 国家:

Postal Code/ZIP Code 邮政编码:

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**6.4 Date of birth 出生日期<sup>26</sup> (dd/mm/yyyy) (年/月/日)**     \_\_\_ / \_\_\_ / \_\_\_

**6.5 Place of birth 出生地<sup>27</sup>**

Town or City of Birth 出生镇或市

Country of Birth 出生国家

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**6.6 Please enter the legal name of the relevant entity Account Holder(s) of which you are a Controlling Person 请填写作为控权人的相关实体账户持有人的法定名称**

Legal name of Entity 1

Legal name of Entity 2

Legal name of Entity 3

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<sup>26</sup> The Controlling Person's date of birth is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person

<sup>27</sup> The Controlling Person's place of birth is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person

**Section 7 – Jurisdiction of Residence for Tax Purposes and related Taxpayer Reference Number or functional equivalent (“TIN”)**

**第 7 节——税收居所所在国以及相关纳税人参考编号或同等功能的编号 (“TIN”)**

Please complete the following table indicating 请填写下表 (表明):

- (i) where the Controlling Person is tax resident  
控权人为纳税居民;
- (ii) the Controlling Person's TIN for each jurisdiction indicated  
控权人在所示各国的纳税人识别号,<sup>28</sup> and 和,
- (iii) if the Controlling Person is a tax resident in a jurisdiction that is a Reportable Jurisdiction(s) then please also complete **Section 10 “Type of Controlling Person”**.  
如果控权人是某个可报告的管辖权国家纳税居民, 请填写第 10 节 “控权人类型”。

If the Controlling Person is tax resident in more than three jurisdictions please use a separate sheet

倘控权人在三个以上管辖区域内是纳税居民, 请在单独的表格填写。

	Jurisdiction(s) of tax residency 税务居留司法管辖区	Tax reference number type 税收参考编号类型	Tax reference number (e.g. TIN) 税收参考编号 (如: 纳税人识别号)
1	HONG KONG	Certificate of Incorporation	2053144
2			
3			

If applicable, please specify the reason for non-availability of a tax reference number:

若适用, 请说明税收参考编号不可用的原因:

<sup>28</sup> The Controlling Person's TIN is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person. 如果控权人是不可报告的管辖人, 则无需收集控权人的纳税人识别号。

**Section 8 – Type of Controlling Person 第 8 节——控权人类型**

*(Please only complete this section if you are tax resident in one or more Reportable Jurisdictions)*

*(如果阁下是一个或多个可报告的管辖权纳税居民，请仅填写本节)*

Please provide the Controlling Person's Status by ticking the appropriate box. 勾选适当的框，提供控权人身份。	Entity 1 实体 1	Entity 2 实体 2	Entity 3 实体 3
a. Controlling Person of a legal person – <i>control by ownership</i> 法人控权人——所有权控权	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Controlling Person of a legal person – <i>control by other means</i> 法人控权人——通过其他方式控权	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Controlling Person of a legal person – <i>senior managing official</i> 法人控权人——高级管理人员	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Controlling Person of a trust – <i>settlor</i> 信托控权人——财产授予人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Controlling Person of a trust – <i>trustee</i> 信托控权人——受托人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Controlling Person of a trust – <i>protector</i> 信托控权人——财产授予人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Controlling Person of a trust – <i>beneficiary</i> 信托控权人——受益人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Controlling Person of a trust – <i>other</i> 信托控权人——其他人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Controlling Person of a legal arrangement (non-trust) – <i>settlor-equivalent</i> 法律安排（非信托）控权人——财产授予人——同等身份	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Controlling Person of a legal arrangement (non-trust) – <i>trustee-equivalent</i> 法律安排（非信托）控权人——受托人——同等身份	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Controlling Person of a legal arrangement (non-trust) – <i>protector-equivalent</i> 法律安排（非信托）控权人——监护人——同等身份	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Controlling Person of a legal arrangement (non-trust) – <i>beneficiary-equivalent</i> 法律安排（非信托）控权人——受益人——同等身份	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Controlling Person of a legal arrangement (non-trust) – <i>other-equivalent</i> 法律安排（非信托）控权人——其他——同等身份	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Controlling Person Declaration and Undertakings 控权人声明和承诺

- I acknowledge that the information contained in this form and information regarding the Controlling Person(s) and any Reportable Account(s) may be reported to the tax authorities of the jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another jurisdiction(s) in which [I/the Controlling Person] may be tax resident pursuant to international agreements to exchange financial account information.  
我承认，本表中包含的信息以及有关任何控权人和可申报账户的信息可能会报给该账户所在辖区的税收机构，并依据金融账户信息的交换国际协议，与我/控权人身为为纳税居民苏子安国家的税收机构交换。
- I certify that either (a) I am the Controlling Person, or am authorised to sign for the Controlling Person, of all the account(s) held by the entity Account Holder to which this form relates; or (b) I am authorised by the Account Holder to make this declaration.  
我证明，我为控权人或经授权代表本表相关的实体账户持有人的控权人。或 (b) 我获账户持有人授权作出本声明。
- I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.**  
我声明，据我所知及所信的，作出的所有声明均正确且完整。
- I acknowledge that it is an offence to make a self-certification that is false in a material particular.  
我知悉在《自我证明表格》作出虚假陈述，即属违法。
- I undertake to advise the recipient within 30 days of any change in circumstances which affects the tax residency status of the individual identified in Part IV of this form or causes the information contained herein to become incorrect, and to provide the recipient with a suitably updated self-certification and Declaration within 30 days of such change in circumstances.
- 我承诺，若发生影响本表第 4 部分所填的个人纳税居民身份变更或导致在此包含的信息不正确的情况，将在发生此类情况后的 30 天内通知接收人，并提供更新后的《自我证明表格》和声明。

Signature 签名: \_\_\_\_\_  
Li Minbin  
Print name 打印姓名: \_\_\_\_\_  
Director  
Capacity 身分: \_\_\_\_\_

Date (dd/mm/yyyy) 日期 (年/月/日): 30 / 10 / 23

**Note:** If you are not the Controlling Person, and not authorised to sign the Declaration on behalf of the Account Holder, please indicate the capacity in which you are signing the form on behalf of the Controlling Person. If signing under a power of attorney or other equivalent written authorisation, on behalf of the Controlling Person, please also attach a certified copy of the power of attorney or written authorisation.

注释：如果阁下不是控权人，并且未经授权代表账户持有人对声明进行签字，请标明阁下代表控权人在此表上签字的资格身份。如果经授权委托书或在其他同等书面授权的权利下，代表控权人签字，请附上授权委托书或书面授权的核证副本。

**EXHIBIT A**  
**US IGA DEFINITIONS**

**Account Holder** means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of this Agreement, and such other person is treated as holding the account. For purposes of the immediately preceding sentence, the term "Financial Institution" does not include a Financial Institution organized or incorporated in a U.S. Territory. In the case of a Cash Value Insurance Contract or an Annuity Contract, the Account Holder is any person entitled to access the Cash Value or change the beneficiary of the contract. If no person can access the Cash Value or change the beneficiary, the Account Holder is any person named as the owner in the contract and any person with a vested entitlement to payment under the terms of the contract. Upon the maturity of a Cash Value Insurance Contract or an Annuity Contract, each person entitled to receive a payment under the contract is treated as an Account Holder.

**Active Non-Financial Foreign Entity** means any NFFE which is a Non U.S. entity that meets any of the following criteria:

- (a) Less than 50 percent of the NFFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50 percent of the assets held by the NFFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- (b) The stock of the NFFE is regularly traded on an established securities market or the NFFE is a Related Entity of an Entity the stock of which is traded on an established securities market;
- (c) The NFFE is organized in a U.S. Territory and all of the owners of the payee are bona fide residents of that U.S. Territory;
- (d) The NFFE is a non-U.S. government, a government of a U.S. Territory, an international organization, a non-U.S. central bank of issue, or an Entity wholly owned by one or more of the foregoing;
- (e) substantially all of the activities of the NFFE consist of holding (in whole or in part) the outstanding stock of, and providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an NFFE shall not qualify for this status if the NFFE functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- (f) The NFFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution; provided, that the NFFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFFE;
- (g) The NFFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- (h) The NFFE primarily engages in financing and hedging transactions with or for Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- (i) The NFFE is an "excepted NFFE" as described in relevant U.S. Treasury Regulations; or
- (j) The NFFE meets all of the following requirements:
  - (i) It is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organization, business league, chamber of commerce, labour organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;
  - (ii) It is exempt from income tax in its country of residence;

- (iii) It has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- (iv) The applicable laws of the Entity's country of residence or the Entity's formation documents do not permit any income or assets of the Entity to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the Entity's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the Entity has purchased; and
- (v) The applicable laws of the Entity's country of residence or the Entity's formation documents require that, upon the Entity's liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of the Entity's jurisdiction of residence or any political subdivision thereof.

**Code** means the U.S Internal Revenue Code of 1986, as amended.

**Controlling Person** means the natural persons who exercise direct or indirect control over an entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term Controlling Persons' shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations ("FATF").

**FATF Recommendations on Controlling Persons:**

Identify the beneficial owners of the customer and take reasonable measures to verify the identity of such persons, through the following information. For legal persons<sup>29</sup>:

- (a) The identity of the natural persons (if any – as ownership interests can be so diversified that there are no natural persons (whether acting alone or together) exercising control of the legal person or arrangement through ownership) who ultimately have a controlling ownership interest<sup>30</sup> in a legal person; and
- (b) to the extent that there is doubt under (a) as to whether the person(s) with the controlling ownership interest are the beneficial owner(s) or where no natural person exerts control through ownership interests, the identity of the natural persons (if any) exercising control of the legal person or arrangement through other means.
- (c) Where no natural person is identified under (a) or (b) above, financial institutions should identify and take reasonable measures to verify the identity of the relevant natural person who holds the position of senior managing official.

**Entity** means a legal person or a legal arrangement such as a trust.

**Exempt Beneficial Owners** under the US IGA include Government entities, International Organisations, Central Bank, Broad Participation Retirement Funds, Narrow Participation Retirement Funds, Pension Funds of an Exempt Beneficial Owner, and Investment Entities wholly owned by Exempt Beneficial Owners. Please refer to the IGA for detailed definitions.

**Financial Institution** means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company, where:

- (a) *Custodial Institution* means any entity that holds, as a substantial portion of its business, financial assets for the account of others. An entity holds financial assets for the account of others as a substantial portion of its business if the entity's gross income attributable to the holding of financial assets and related financial services equals or exceeds 20 percent of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the entity has been in existence;

<sup>29</sup> Measures (a) to (b) are not alternative options, but are cascading measures, with each to be used where the previous measure has been applied and has not identified a beneficial owner.

<sup>30</sup> A controlling ownership interest depends on the ownership structure of the company. It may be based on a threshold, e.g. any person owning more than a certain percentage of the company (e.g. 25%).

- (b) *Depository Institution* means any entity that accepts deposits in the ordinary course of a banking or similar business;
- (c) *Investment Entity* means any entity that conducts as a business (or is managed by an entity that conducts as a business) one or more of the following activities or operations for or on behalf of a customer: (1) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading; (2) individual and collective portfolio management; or (3) otherwise investing, administering, or managing funds or money on behalf of other persons. The term Investment entity shall be interpreted in a manner consistent with similar language set forth in the definition of "financial institution" in the Financial Action Task Force Recommendations; and
- (d) *Specified Insurance Company* means any entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

**NFFE** means any Non-U.S. Entity that is not a Financial Institution as defined in US FATCA.

**Non-U.S. Entity** means an Entity that is not a U.S. Person.

**Passive Non-Financial Foreign Entity** means any NFFE that is not an Active Non-Financial Foreign Entity.

**Related Entity** An entity is a *Related Entity* of another entity if either entity controls the other entity, or the two entities are under common control. For this purpose control includes direct or indirect ownership of more than 50 percent of the vote or value in an entity. Notwithstanding the foregoing, either Party may treat an entity as not a related entity if the two entities are not members of the same affiliated group, as defined in Section 1471(e)(2) of the Code.

**Specified U.S. Person** means a U.S. Person other than:

- (a) a corporation the stock of which is regularly traded on established securities markets;
- (b) any corporation that is a member of the same expanded affiliated group;
- (c) the United States or any wholly owned agency or instrumentality thereof;
- (d) any State of the United States, any U.S. Territory, any political subdivision or wholly owned agency or instrumentality of any one or more of the foregoing;
- (e) any organization exempt from taxation under section 501 (a) of the Internal Revenue Code (the "Code") or certain individual retirement plans defined in section 7701(a)(37) of the Code ;
- (f) any bank as defined in section 581 of the Code;
- (g) any real estate investment trust as defined in section 856 of the Code;
- (h) any regulated investment company defined in section 851 of the Code or any entity registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940;
- (i) any common trust fund as defined in section 584(a) of the Code;
- (j) any trust that is exempt from tax under section 664(c) of the Code or that is described in 4947(a)(1) of the Code;
- (k) a dealer in securities, commodities, or derivative financial instruments that is registered as such under the laws of the United States or any State;
- (l) a broker as defined in section 6045(c) of the Code; or
- (m) any tax-exempt trust under a plan that is described in section 403(b) or section 457(g) of the Code

**Substantial U.S. Owner** (as defined in Regulations section 1.1473-1(b)) means generally:

- (a) With respect to any foreign corporation, any Specified U.S. Person that owns, directly or indirectly, more than 10 percent of the stock of such corporation (by vote or value);
- (b) With respect to any foreign partnership, any Specified U.S. Person that owns, directly or indirectly, more than 10 percent of the profits interests or capital interests in such partnership; and
- (c) In the case of a trust–
  - i. Any Specified U.S. Person treated as an owner of any portion of the trust under sections 671 through 679 of the IRC; and



- ii. Any Specified U.S. Person that holds, directly or indirectly, more than 10 percent of the beneficial interests of the trust.

***U.S. Person*** means a U.S. citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof, a trust if (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States. Refer to the U.S. Internal Revenue Code for further interpretation.

附表 A  
《美国跨政府协议》定义

**账户持有人是指由保留该账户的金融机构列为或指定为金融账户持有人的人员。**除金融机构外，若个人以代理人、保管人、代名人、签署人、投资顾问或中介人的身份代他人持有金融账户，则根据本协议的目的，任何人不被视为账户持有人。在此种情况下，账户持有人应为其他人。为执行前款规定的措施，术语“金融机构”不包括在美国领土内组建或注册金融机构。目标区域就《现金价值保险合同》或者《年金合同》而言，账户持有人是指有权获得现金价值或者变更合同受益人的任何人。若无人获得现金价值或者无人变更合同受益人，则账户持有人是指在合同中被指定为业主的任何人，以及根据合约条款享有既定付款权利的任何一人。《现金价值保险合同》或者《年金合同》到期时，账户持有人包括合同规定有权领取款项的任何一人。

**主动的非金融外国实体指符合以下标准中任一条的非美国实体的任何非金融外国实体：**

- (a) 在前述日历年或其它适当的申报期，该非金融外国实体总收入中少于 50% 的收入为被动收入，少于 50% 的为产生被动收入的资产，或者属于产生被动收入而持有的资产；
- (b) 该非金融外国实体的股票在具规模的证券市场中经常进行交易，或者该非金融外国实体是另一实体的关联实体，而该实体的股票在具规模的证券市场中经常进行交易；
- (c) 在美国领土内组建非金融外国实体且该实体的收款人的所有人均为美国境内的真正居民；目标区域
- (d) 非金融外国实体是美国领土上的非美国政府、国际组织、非美国中央发行银行、由一个或多个于一个前述实体全权拥有的实体；
- (e) 非金融外国实体相当大部分活动：持有一家或多家从事金融机构业务以外的交易或者业务的附属公司的（全部或者部分）已发行股份，或者向该等附属公司提供资金及服务。但不包括以下情况：该非金融外国实体未以投资基金的形式运作，或者显示本身是投资基金，例如私募股权基金、创业投资基金、杠杆并购基金，或者以下述活动为目标的投资工具：就投资目的而言，买卖或者资助任何公司，持有该等公司的权益作为资产；
- (f) 非金融外国实体尚未经营业务，亦没有任何过往经营业务，而出于经营非金融机构业务的目的，可将资金投入于资产；但自非金融外国实体初始成立之日起满 24 个月后，非金融外国实体将没有资格享有这一例外；
- (g) 该非金融外国实体在过往 5 年内并非金融机构，且进行资产清盘；或出于继续或者重新开展非金融机构业务的目的而进行重组；
- (h) 非金融外国实体主要从事与非金融机构关联实体的融资及对冲交易，且不向非关联实体的任何实体提供融资或对冲服务，前提是任何此类关联实体的集团主要从事金融机构以外的业务。或
- (i) 该非金融外国实体为美国《财政法规》；或
- (j) 该非金融外国实体满足以下所有标准：
  - i) 该非金融外国实体在其居住国专门为宗教、慈善、科学、艺术、文化、体育或教育目的而设立和维持；或者该非金融外国实体在其居留司法管辖区成立和运营，并且是专业组织、商业协会、总商会、劳工组织、农业或者园艺组织、文化协会，或者纯粹为了促进社会福利而营运的组织；
  - ii) 在其居留国家获豁免，而无需缴付所得税；
  - iii) 无股东或成员对该实体的收入或者资产拥有所有权或者实益权益；
  - iv) 该实体居留国家的适用法律或该实体的成立文件不允许该实体的任何收入或资产，分配予或应用于私人或非慈善实体，或为私人或非慈善实体的利益所用，除非该项分配或运用是依据该实体所进行的慈善活动而作出；或作为支付已提供服务的合理补偿；或作为该实体以公平市价购买任何物业的付款；和
  - v) 该实体居留司法管辖区的适用法律（或该实体的成立文件）规定，该实体一旦清盘或解散，其所有资产均须分配予某政府实体或其他非牟利组织，或须交还予该居留司法管辖区的政府或任何下属政府分支机构。

**《法规》系指 1986 年《国内税收法规》（修订版）。**

**控权人是指直接或间接控制一个实体的自然人。**「信托」是指财产授予人、受托人、保护人（若有）、受益人或受益人类别以及任何对信托执行最终有效控制的其他自然人，若为信托以外的法律安排，则是指同等或类似职位的人员。「控权人」的解释应与财务行动特别组织推荐规范（“FATF”）一致。

**金融行动特别工作组推荐规范对控权人的规定：**

确定客户实益所有人的身份，并采取合理措施通过以下信息验证该人员的身份。对于法人：<sup>31</sup>

- (a) 最终对法人拥有控制所有权权益的自然人的身份（若有一——由于所有权权益非常多样化，因此无自然人依据所有权对法人执行控制或安排（无论单独行动或集体行动）；<sup>32</sup>和
- (b) 若有以下疑问（a）拥有控制所有权权益的人是否为实益所有人或无自然人通过所有权权益实施控制，通过其他方式对法人或安排进行控制的自然人（若有）的身份是什么。
- (c) 未确定上述（a）或（b）中规定的自然人，金融机构应确定并采取合理措施验证高级管理职位相关自然人的身份。

**实体指法人或者法律安排，例如信托。**

**《美国跨政府协议》中的免税受益人包括政府实体、国际组织、中央银行、广泛参与退休基金、有限参与退休基金、免税受益人的养老基金、免税受益人完全所有的投资实体。详细定义请参见政府间协议。**

**金融机构指托管机构、存款机构、投资实体或者指定的保险公司，其中：**

- (a) 托管机构指为他人的账户持有金融资产，在其业务中占相当大部分。该实体为为他人的账户持有金融资产，在其业务中占相当大部分，较短时期内持有的金融资产和相关金融服务产生的收入总额相当于或者超过该实体收入总额 20% 的：（i）在断定某实体是否托管机构的年份之前截至 12 月 31 日（或非日历年会计期的最后一日）为止的 3 年期间；或（ii）该实体存在期间；
- (b) 存款机构指在银行业务或者相类似业务的常规过程中接受存款的实体。
- (c) 投资实体指经营业务（或由经营业务的实体进行管理），主要经营或代表其客户从事一项或多项以下活动：（1）买卖货币市场工具（如支票、汇票、存款证及衍生工具等）；外汇；兑换、利率及指数工具；可转让证券；或商品期货交易；（2）个人以及集体投资组合管理；或（3）以其它方式，代表其他个人投资、处理或管理基金或者资金。术语-术语投资实体根据金融行动特别工作组规范中对“金融机构”提出的定义进行理解；和
- (d) “指定的保险公司”是指任何保险公司实体（或保险公司的控股公司），或某保险公司的控股公司实体，而该实体有义务就《现金价值保险合同》或《年金合同》进行支付。

**非金融外国实体指根据美国《外国帐户税收遵从法》定义为（非美国）非金融机构实体。**

**非美国实体指非美国人的实体。人**

**被动的非金融外国实体指任何一个非积极的非金融外国实体。**

**关联机构是指一个实体控制另一个实体，或者两个实体受到共同控制，则两个机构互为关联实体。此处控制包括直接或者间接拥有机构 50% 以上的股权或者表决权。尽管有上述规定，但是根据法案 1471 (e) (2) 节中的相关定义，如果两个实体不属于同一个联营集团，则任何一方可认为任一上述实体为非关联实体。**

**指定的美国人士指除以下之外的美国人：**

- (a) 在某个具规模的证券市场中经常进行股票买卖交易的公司；
- (b) 相同扩增联营集团内的附属公司；
- (c) 美国联邦政府或任何下属全资机构；
- (d) 美国州政府、美国领土任何政治分区或上述一个或者多个实体的下属全资机构；
- (e) 《国内税收法规》（即《法规》）第 501 (a) 节规定的免税组织或者根据《法规》第 7701 (a) (37) 节所指的个人退休计划；
- (f) 《法规》第 581 节所指的银行；
- (g) 《法规》第 856 节所指的房地产投资信托公司；
- (h) 《法规》第 851 节所指的受监管投资公司或根据《1940 年投资公司法》在美国证券交易委员会在注册的实体；
- (i) 《法规》第 584 (a) 节所指的共同信托基金；
- (j) 根据《法规》第 664 (c) 节或第 4947 (a) (1) 节规定免税信托公司；
- (k) 根据美国联邦法律或者任何一州的法律在美国国内注册的证券、商品或衍生金融工具的经销商；
- (l) 《法规》第 6045 节 (c) 所指的经纪商；或
- (m) 根据美国国税法规第 403 (b) 节或者第 457 (g) 节规定的计划免税信托公司

**所有美国业主（如规定 1.1473-1 (b) 节中所定义）一般指：**

- (a) 有关任何外国公司，任何指定美国人，直接或间接拥有此公司 10% 以上股份的人（通过票面或面值）；

<sup>31</sup>\*措施 (a) 和 (b) 不是替代方案，但可作为级联措施，每种都在之前的方式应用过，但都无法确定实益所有人的身份。

<sup>32</sup>控制性所有权权益取决于公司的股权结构。可基于一个界限值，如任何拥有超过某一特定比例（如，25%）公司股份的人员。

- (b) 有关任何外国合伙企业，任何指定美国人，直接或间接拥有此合伙企业 10% 以上的绩效分红或资本利息；和
- (c) 信托公司在下列情况下——
  - i. 根据 IRC 第 671-679 节规定，任何被视为信托机构任何部分的指定的美国人；和
  - ii. 任何指定的美国。直接或间接持有 10% 以上的实益权益。

**美国人**指美国公民或者居民个人，在美国或者根据美国法律或者美国任何州的法律注册成立或者组成的合伙企业或者公司；任何信托公司，若符合 (i) 适用法律下美国法院能够对信托行政执行主要监督，以及 (ii) 一个或多个美国人士拥有能控制信托所有重大决定的权力，或是已故的美国公民或者美国居民的遗产继承人。详细信息参见《美国国内税收法案》。

## EXHIBIT B CRS DEFINITIONS

**Account Holder** means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of the Common Reporting Standard, and such other person is treated as holding the account. In the case of a Cash Value Insurance Contract or an Annuity Contract, the Account Holder is any person entitled to access the Cash Value or change the beneficiary of the contract. If no person can access the Cash Value or change the beneficiary, the Account Holder is any person named as the owner in the contract and any person with a vested entitlement to payment under the terms of the contract. Upon the maturity of a Cash Value Insurance Contract or an Annuity Contract, each person entitled to receive a payment under the contract is treated as an Account Holder.

**Active Non-Financial Entity** means any NFE that meets any of the following criteria:

- a) less than 50% of the NFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- b) the stock of the NFE is regularly traded on an established securities market or the NFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market;
- c) the NFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;
- d) substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an Entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- e) the NFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE does not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE;
- f) the NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- g) the NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- h) the NFE meets all of the following requirements:
  - (i) it is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;
  - (ii) it is exempt from income tax in its jurisdiction of residence;
  - (iii) it has no shareholders or members who have a proprietary or beneficial interest in its income or assets;

- (iv) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and
- (v) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organisation, or escheat to the government of the NFE's jurisdiction of residence or any political subdivision thereof.

**Controlling Person** means the natural persons who exercise direct or indirect control over an entity.

In the case of a trust, such term means the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term 'Controlling Persons' shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations ("FATF").

FATF Recommendations on Controlling Persons:

Identify the beneficial owners of the customer and take reasonable measures to verify the identity of such persons, through the following information. For legal persons<sup>33</sup>:

- (a) The identity of the natural persons (if any – as ownership interests can be so diversified that there are no natural persons (whether acting alone or together) exercising control of the legal person or arrangement through ownership) who ultimately have a controlling ownership interest<sup>34</sup> in a legal person; and
- (b) to the extent that there is doubt under (a) as to whether the person(s) with the controlling ownership interest are the beneficial owner(s) or where no natural person exerts control through ownership interests, the identity of the natural persons (if any) exercising control of the legal person or arrangement through other means.
- (c) Where no natural person is identified under (a) or (b) above, financial institutions should identify and take reasonable measures to verify the identity of the relevant natural person who holds the position of senior managing official.

**Financial Institution** means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company, where:

- (a) **Custodial Institution** means any entity that holds, as a substantial portion of its business, financial assets for the account of others. An entity holds financial assets for the account of others as a substantial portion of its business if the entity's gross income attributable to the holding of financial assets and related financial services equals or exceeds 20 percent of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the entity has been in existence;
- (b) **Depository Institution** means any entity that accepts deposits in the ordinary course of a banking or similar business;
- (c) **Investment Entity** means any entity :
  - (A) that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:

<sup>33</sup> Measures (a) to (b) are not alternative options, but are cascading measures, with each to be used where the previous measure has been applied and has not identified a beneficial owner.

<sup>34</sup> A controlling ownership interest depends on the ownership structure of the company. The threshold in respect of a legal person is direct or indirect ownership or control of 10% or more of the shares or voting rights in the legal person, being the threshold specified by the Anti-Money Laundering Regulations, 2017 which implement the FATF Recommendations in the Cayman Islands.

- (i) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
  - (ii) individual and collective portfolio management; or
  - (iii) otherwise investing, administering, or managing Financial Assets or money on behalf of other persons; or
- (B) the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets, if the entity is managed by another entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or an Investment Entity described in limb (A) of this definition.

An entity is treated as primarily conducting as a business one or more of the activities described in limb (A), or an entity's gross income is primarily attributable to investing, reinvesting, or trading in Financial Assets for purposes of limb (B) if the entity's gross income attributable to the relevant activities equals or exceeds 50% of the entity's gross income during the shorter of: (i) the three-year period ending on 31 December of the year preceding the year in which the determination is made; or (ii) the period during which the entity has been in existence. The term "Investment Entity" does not include an entity that is an Active Non-Financial Foreign Entity because it meets any of the criteria in subparagraphs d) through (g) of the definition of Active NFE.

The preceding paragraph shall be interpreted in a manner consistent with similar language set forth in the definition of "financial institution" in the Financial Action Task Force Recommendations; and

- (d) **Specified Insurance Company** means any entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

**Non-Financial Entity** or **NFE** means any Entity that is not a Financial Institution.

**Non-Participating Jurisdiction** means a jurisdiction that is not a Participating Jurisdiction.

**Non-Reporting Financial Institution** means any Financial Institution that is:

- (a) a Governmental Entity, International Organisation or Central Bank, other than with respect to a payment that is derived from an obligation held in connection with a commercial financial activity of a type engaged in by a Specified Insurance Company, Custodial Institution, or Depository Institution;
- (b) a Broad Participation Retirement Fund; a Narrow Participation Retirement Fund; a Pension Fund of a Governmental Entity, International Organisation or Central Bank; or a Qualified Credit Card Issuer;
- (c) any other Entity that presents a low risk of being used to evade tax, has substantially similar characteristics to any of the Entities described in subparagraphs B(1)(a) and (b), and is defined in domestic law as a Non-Reporting Financial Institution, provided that the status of such Entity as a Non-Reporting Financial Institution does not frustrate the purposes of the Common Reporting Standard;
- (d) an Exempt Collective Investment Vehicle; or
- (e) a trust to the extent that the trustee of the trust is a Reporting Financial Institution and reports all information required to be reported pursuant to Section I with respect to all Reportable Accounts of the trust.

**Participating Jurisdiction** means a jurisdiction (i) with which an agreement is in place pursuant to which it will provide the information specified in Section I (of the CRS), and (ii) which is identified in a published list.

**Participating Jurisdiction Financial Institution** means (i) any Financial Institution that is resident in a Participating Jurisdiction, but excludes any branch of that Financial Institution that is located outside such Participating Jurisdiction, and (ii) any branch of a Financial Institution that is not resident in a Participating Jurisdiction, if that branch is located in such Participating Jurisdiction.

**Passive Non-Financial Entity** means any: (i) Non-Financial Entity that is not an Active Non-Financial Entity; or (ii) an Investment Entity described in limb B (or subparagraph A(6)(b) of the Standard) of the definition of Investment Entity that is not a Participating Jurisdiction Financial Institution.

**Related Entity** means an entity related to another entity because (i) either entity controls the other entity; (ii) the two entities are under common control; or (iii) the two entities are Investment Entities described limb B of the definition of Investment Entity, are under common management, and such management fulfils the due diligence obligations of such Investment Entities. For this purpose control includes direct or indirect ownership of more than 50 % of the vote and value in an Entity.



附表 B  
《共同汇报标准》定义

**账户持有人**是指由保留该账户的金融机构列为或指定为金融账户持有人的人员。除金融机构外，若个人以代理人、保管人、代名人、签署人、投资顾问或中介人的身份代他人持有金融账户，则根据本协议的目的，就《共同汇报标准》而言，任何人不被视为账户持有人。在此种情况下，账户持有人应为其他人。就《现金价值保险合同》或者《年金合同》而言，账户持有人是指有权获得现金价值或者变更合同受益人的任何人。若无人获得现金价值或者无人变更合同受益人，则账户持有人是指在合同中被指定为业主的任何人，以及根据合约条款享有既定付款权利的任何一人。《现金价值保险合同》或者《年金合同》到期时，账户持有人包括合同规定有权领取款项的任何一人。

**主动非财务实体**指符合以下条件中任一条件的非财务实体：

- a) 在前述日历年或其它适当的申报期，该非财务实体总收入中少于 50% 的收入为被动收入，少于 50% 的为产生被动收入的资产，或者属于产生被动收入而持有的资产；
- b) 该非财务实体的股票在具规模的证券市场中经常进行交易，或者该非财务外国实体是另一实体的关联实体，而该实体的股票在具规模的证券市场中经常进行交易；
- c) 政府实体、国际组织、中央银行或由上述组织中一个或多个完全所有的实体
- d) 非金融外国实体相当大部分活动：持有一家或多家从事金融机构业务以外的交易或者业务的附属公司的（全部或者部分）已发行股份，或者向该等附属公司提供资金及服务。但不包括以下情况：该非金融外国实体未以投资基金的形式运作，或者显示本身是投资基金，例如私募股权基金、创业投资基金、杠杆并购基金，或者以下述活动为目标的投资工具：就投资目的而言，买卖或者资助任何公司，持有该等公司的权益作为资产；
- e) 该非金融实体尚未经营业务，亦无在过往经营任何业务，但是出于经营非金融机构业务的目的，而将资金投资于资产；但不包括首次成立已超过 24 个月的非金融实体；
- f) 该非金融外国实体在过往 5 年内并非金融机构，且进行资产清盘；或出于继续或者重新开展非金融机构业务的目的而进行重组；
- g) 非金融外国实体主要从事与非金融机构关联实体的融资及对冲交易，且不向非关联实体的任何实体提供融资或对冲服务，前提是任何此类关联实体的集团主要从事金融机构以外的业务。或
- h) 该非金融外国实体满足以下所有标准：
  - i) 该非金融外国实体在其居住国专门为宗教、慈善、科学、艺术、文化、体育或教育目的而设立和维持；或者该非金融外国实体在其居留司法管辖区成立和运营，作为专业组织、商业协会、总商会、劳工组织、农业或者园艺组织、文化协会，或者纯粹为促进社会福利而营运的组织；
  - ii) 在其居留国家获豁免，而无需缴付所得税；
  - iii) 无股东或成员对该实体的收入或者资产拥有所有权或者实益权益；
  - iv) 该实体居留国家的适用法律或该实体的成立文件不准许该实体的任何收入或资产，分配予或应用于私人或非慈善实体，或为私人或非慈善实体的利益所用，除非该项分配或运用是依据该实体所进行的慈善活动而作出；或作为支付已提供服务的合理补偿；或作为该实体以公平市价购买任何物业的付款；和
  - v) 该实体居留司法管辖区的适用法律（或该实体的成立文件）规定，该实体一旦清盘或解散，其所有资产均须分配予某政府实体或其他非牟利组织，或须交还予该居留司法管辖区的政府或任何下属政府分支机构。

**控权人**是指直接或间接控制一个实体的自然人。

「信托」是指财产授予人、受托人、保护人（若有）、受益人或受益人类别以及任何对信托执行最终有效控制的其他自然人，若为信托以外的法律安排，则是指同等或类似职位的人员。「控权人」的解释应与财务行动特别组织推荐规范（“FATF”）一致。

财务行动特别组织推荐规范对控权人的规定：

确定客户实益所有人的身份，并采取合理措施通过以下信息验证该人员的身份。对于法人：<sup>35</sup>

- (a) 最终对法人拥有控制所有权权益的自然人的身份（若有——由于所有权权益非常多样化，因此无自然人依据所有权对法人执行控制或安排（无论单独行动或集体行动）；<sup>36</sup>和
- (b) 若有以下疑问 (a) 拥有控制所有权权益的人是否为实益所有人或无自然人通过所有权权益实施控权，通过其他方式对法人或安排进行控权的自然人（若有）的身份是什么。

<sup>35</sup>措施 (a) 和 (b) 不是替代方案，但可作为级联措施，每种都在之前的方式应用过，但都无法确定实益所有人的身份。

<sup>36</sup>控制性所有权权益取决于公司的股权结构。法人的界限值是直接或间接拥有所有权或控制法人 10% 或以上的股份或表决权，这是 2017 年《反洗钱条例》规定的界限值，该条例在开曼群岛实施了反洗钱金融行动特别工作组的建议。

- (c) 未确定上述 (a) 或 (b) 中规定的自然人，金融机构应确定并采取合理措施验证高级管理职位相关自然人的身份。

**金融机构指托管机构、存款机构、投资实体或者指定的保险公司，其中：**

- (a) **托管机构指为他人的账户持有金融资产，在其业务中占相当大部分。**该实体为为他人的账户持有金融资产，在其业务中占相当大部分，较短时期内持有的金融资产和相关金融服务产生的收入总额相当于或者超过该实体收入总额 20%的；(i) 在断定某实体是否托管机构的年份之前截至 12 月 31 日（或非日历年会计期的最后一日）为止的 3 年期间；或 (ii) 该实体存在期间；
- (b) **存款机构指在常规银行业务或者相类似业务中接受存款的实体。**
- (c) **投资实体指主要为：**
- (A) 代表其客户主要从事一项或者多于以下活动（作为业务），或者主要经营或者代表其客户运作一项或多项以下项目：
- i) 买卖货币市场工具（如支票、汇票、存款证及衍生工具等）；外汇；兑换、利率及指数工具；可转让证券；或商品期货交易；
- ii) 个人以及集体投资组合管理；或
- iii) 以其它方式，代表其他个人投资、处理或管理基金或者资金。或
- (B) 如果实体由另一如定义 (A) 分项中所述的存款机构、托管机构、指定的保险公司或属于投资实体的实体管理，其总收入主要归因于金融资产的投资、再投资或交易。一个实体被认为主要进行属于 (A) 分项中一项或者多项活动或营运作为业务经营，或者如果在以下两个中较短的一个时间段内，相关活动给实体带来的总收入等于或超过该实体总收入的 50%，则该实体总收入即归因于以实现属于 (B) 分项中的目的而进行的金融资产的投资、再投资或交易；(i) 在断定某实体是否为托管机构的年份之前截至 12 月 31 日为止的 3 年期间；或 (ii) 该实体存在期间；术语「投资实体」不包括因满足以下对积极的非金融实体定义中第 (d) 子款至第 (g) 子款中任一标准而成为积极的非金融实体的实体。
- 术语-前款根据金融行动特别工作组规范中对“金融机构”提出的定义进行理解；和
- (d) 「指定的保险公司」是指任何保险公司实体（或保险公司的控股公司），或某保险公司的控股公司实体，而该实体有义务就《现金价值保险合同》或《年金合同》进行支付。

**非金融实体或者 NFE 指任何一个非金融机构的实体。**

**非参与税务辖区指非参与管辖的管辖区。**

**免申报金融机构指任何以下金融机构：**

- (a) 政府实体、国际组织或中央银行，但与特定保险公司、托管机构或存款机构从事的某种商业金融活动相关的债务有关的付款除外；
- (b) 广泛参与退休基金；有限参与退休基金；政府实体、国际组织或中央银行养老基金或合格信用卡发行方
- (c) 任何低风险用于避税的，实际上类似于第 B (1) (a) 和 (b) 子款规定的且国内法认定为非可报金融机构的任何其他实体，且作为非可报金融机构实体的身份不妨碍《共同申报准则》目的；
- (d) 免税集体投资工具或
- (e) 信托的受托机构是可报金融机构意义上的信托人，同时信托的受托人上报所有根据第一节有关信托可申报账户的规定需要上报的信息。

**参与辖区指一个税务管辖区 (i) 已签订了协议，根据该协议该国家需要提供（《共同汇报标准》）第一节中规定的信息，以及公布列表中认定的 (ii)。**

**参与辖区金融机构指 (i) 任何居于某参与辖区的金融机构，但不包括有关金融机构位于该辖区之外的分支机构；以及 (ii) 如果金融机构的分支机构位于参与辖区，位于参与辖区之外的分支机构。**

**消极非金融实体指：(i) 非主动的非财务实体；或 (ii) B 分项（或《共同汇报标准》中第 A (6) (b) 子款）中规定为非参与辖区金融机构的投资实体。**

**关联实体指因 (i) 任一实体控制另一个实体而相关的实体。(ii) 两个实体受到共同控制；或者 (iii) 两个实体为 B 分项中定义投资实体，受到共同管理，并且该管理能够履行此类投资实体的尽职调查义务。此处控制包括直接或者间接拥有机构 50% 以上的股权或者表决权。**

## APPENDIX F

### 附录F

#### DATA PROTECTION NOTICE UNDER THE CAYMAN ISLANDS DATA PROTECTION LAW 2017 开曼群岛资料保护条例 2017

##### Why are you seeing this notice?

- You may need to provide Personal Data to us as part of your investment into the Fund.
- We want you to understand how and why we use, store and otherwise process your Personal Data when you deal with us or our relevant affiliates.
- The Fund is formed under Cayman Islands law. As a result, your Personal Data will be processed by the Fund, and by persons engaged by the Fund. Under Cayman Islands law, you have rights, and the Fund has obligations, with respect to your Personal Data. The purpose of this notice is to explain how and why the Fund, and persons engaged by the Fund, will use, store, share and otherwise process your Personal Data. This notice also sets out your rights under Cayman Islands law, and how you may exercise them.
- **"Personal Data"** has the meaning given in the Cayman Islands data protection legislation (**"Data Protection Law, 2017"**). Examples of Personal Data include an individual's name, address, email address, date of birth, passport details or other national identifier, driving licence number, national insurance or social security number, income, employment information, tax identifier and tax residence, account numbers, and economic information. It also includes data which, when aggregated with other data, enables an individual to be identified, such as an IP address and geolocation data.

In this notice, we use the following defined terms:

**"Processing"** has the meaning given in the Data Protection Law, 2017. It is widely construed and includes obtaining, recording and holding data, as well as carrying out any operation on Personal Data, such as sharing, destroying and mining the Personal Data; and

**"we"**, **"us"** and **"our"** in this notice refers to the Fund.

##### Who is providing this notice?

This notice is provided by the Fund.

##### What role does the Fund perform in relation to your Personal Data?

The Fund act as a **"data controller"** in respect of your Personal Data. This means that the Fund is the decision maker as to the purposes, conditions and manner in which your Personal Data are processed, including:

- how to use, store, and process your Personal Data;
- with whom to share your Personal Data;
- when to modify or erase your Personal Data;
- when to engage one or more third parties to process your Personal Data; and
- which such third parties to engage.

The Fund will continue to be data controller even though it has engaged third parties, such as the Administrator, to perform certain of the processing activities on their behalf.

##### Where do we obtain your Personal Data from?

We collect your Personal Data from a number of sources, (both foreign as well as domestic), including from you directly. These include:

- from the forms and any associated documentation that you complete when subscribing for shares;
- when you provide it to us or our service providers in correspondence and conversations (including by email);
- when you make transactions with respect to the Fund;
- when you provide remittance instructions;
- publicly available and accessible directories and sources, including websites;
- bankruptcy registers;
- tax authorities;

- governmental agencies and departments, and regulatory authorities, to whom we have regulatory obligations;
- credit reference agencies; and
- fraud prevention and detection agencies and organisations, including law enforcement.

We may combine Personal Data that you provide to us with Personal Data that we collect from, or about you. This may include Personal Data collected in an online or offline context.

### **Why is your Personal Data processed?**

These are the principal reasons why your Personal Data is processed:

The processing is necessary for the performance of a contract, including:

- administering or managing the Fund;
- processing your subscription and investment in the Fund, such as entering your information in the register of shareholders;
- sending you statements relating to your investment;
- facilitating the continuation or termination of the contractual relationship between you and the Fund; and
- facilitating the transfer of funds, and administering and facilitating any other transaction, between you and the Fund.

The processing is necessary for compliance with applicable legal or regulatory obligations, including:

- undertaking investor due diligence, and on-boarding checks;
- carrying out know your client, anti-money laundering and counter-terrorist financing checks, including verifying the identity and addresses of our investors (and, where applicable, their beneficial owners);
- complying with requests from regulatory, governmental, tax and law enforcement authorities;
- surveillance and investigation activities;
- carrying out audit checks, and instructing our auditors;
- maintaining statutory registers;
- preventing and detecting fraud;
- complying with the United States Foreign Account Tax Compliance Act, the OECD Common Reporting Standard and other comparable legislation; and
- complying with applicable sanctions and embargo legislation.

In pursuance of our legitimate interests, or those of a third party to whom your Personal Data are disclosed, including:

- complying with a legal, tax, accounting or regulatory obligation to which we or the third party are subject;
- assessing and processing requests you make;
- sending updates, information and notices or otherwise corresponding with you in connection with your investment in the Fund;
- investigating any complaints, or pursuing or defending any claims, proceedings or disputes (whether domestic or foreign);
- providing you with, and informing you about, our investment products and services;
- managing our risk and operations;
- complying with audit requirements;
- ensuring internal compliance with our policies and procedures, as applicable;
- protecting our business against fraud, breach of confidence or theft of proprietary materials;
- seeking professional advice, including legal advice;
- facilitating business asset transactions involving the Fund or related entities;
- monitoring communications to/from us (where permitted by law); and
- protecting the security and integrity of our IT systems,

but in all cases only where we have considered that the processing is necessary and, on balance, our legitimate interests are not overridden by your legitimate interests, rights or freedoms.

### **Who will we share your Personal Data with?**

We will share your Personal Data with:

- the Investment Manager, the Administrator, and their respective Affiliates for the purposes set out in this notice, in particular:
  - managing our relationship with you;
  - delivering the services you require;
  - managing your investment;
  - supporting and administering investment-related activities;
  - complying with applicable investment laws and regulations;
  - delivering and facilitating the services needed to support our business relationship with you; and
  - supporting and administering investment-related activities,
- tax authorities:
  - to comply with applicable laws and regulations; and
  - where required by tax authorities (who, in turn, may share your Personal Data with other tax authorities),
- our lawyers, auditors, banking service providers and other professional advisors for purposes of:
  - providing you with investment-related services;
  - enabling us to meet legal and regulatory obligations in obtaining services; and
  - seeking advice on, and complying with, legal and regulatory requirements or legal rights and obligations.

In exceptional circumstances, we will share your Personal Data with regulatory, prosecuting and other governmental agencies or departments, and parties to litigation (whether pending or threatened), in any country or territory. We will not sell your Personal Data.

### **Do you have to provide us with this Personal Data?**

Some of the Personal Data we request must be supplied for an investment in the Fund to be made, and for that investment in the Fund to continue. Some Personal Data must be supplied to us to enable the investment to be redeemed. If you do not wish to provide us with this Personal Data, you will not be able to invest in the Fund as it will affect our ability to provide our services to you and manage your investment.

### **Sending your Personal Data internationally**

Not all countries have data protection and privacy laws that provide you with the same or a comparable degree of protection as Cayman Islands law. Where we transfer your Personal Data to our service providers, including the Administrator and the Investment Manager, we have put in place appropriate arrangements, to the extent necessary, so as to provide your Personal Data with the same protections as exist under Cayman Islands law.

### **Retention and deletion of your Personal Data**

We will keep your Personal Data for as long as it is required by us. For example, we may require it for our legitimate business purposes, to perform our contractual obligations, or where law or regulation obliges us to. We will generally retain your Personal Data throughout the lifecycle of the investment you are involved in. Some Personal Data will be retained after your relationship with us ends. We expect to delete your Personal Data (at the latest) once there is no longer any legal or regulatory requirement or legitimate business purpose for retaining your Personal Data.

### **Automated decision-making**

We will not make decisions producing legal effects concerning you, or otherwise significantly affecting you, based solely on automated processing of your Personal Data, unless we have considered the proposed processing in a particular case and concluded in writing that it meets the applicable Cayman Islands law requirements.

### **Your rights**

You have certain data protection rights, including:

- the right to be informed about the purposes for which your Personal Data are processed;
- the right to access your Personal Data;
- the right to stop direct marketing;
- the right to restrict the processing of your Personal Data;

- the right to have incomplete or inaccurate Personal Data corrected;
- the right to ask us to stop processing your Personal Data;
- the right to be informed of a Personal Data breach (unless the breach is unlikely to be prejudicial to you);
- the right to complain to the Data Protection Ombudsman; and
- the right to require us to delete your Personal Data in some limited circumstances.

**Contact us**

We are committed to processing your Personal Data lawfully and to respecting your data protection rights. Please direct any questions about this notice or the Personal Data we hold about you by mail to Atlantic Asset Management Limited, Unit 1908, 19/F, Tower 2, Lippo Centre, No. 89 Queensway, Hong Kong or by email: [cs.am@hk1282.com](mailto:cs.am@hk1282.com) marking your communication "Cayman Data Protection Enquiry".

**Validity and effective date**

This Notice will be effective upon execution of this Subscription Agreement. It will be kept under regular review. Should there be any material changes to the above, we will issue a replacement notice.