CSI GROUP TAX REGULATIONS ANNEXURE TO TERMS OF BUSINESS, CSI GROUP

CLIENT TAX TRANSPARENCY REGULATIONS

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1. DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

In this Tax Regulations Annexure, including the Schedules hereto, unless otherwise defined herein, all capitalized terms have the meaning given to them in the following terms and conditions of business, (collectively the "Terms of Business"):

(a) CITIC Securities Asia-Pacific Terms of Business;

(b) CITIC Securities Australia Terms of Business;

(c) CITIC Securities Korea Terms of Business;

(d) CITIC Securities Americas General Terms and Conditions of Business;

(e) CITIC Securities Europe BV Terms of Business;

(f) CITIC Securities (UK) General Terms and Conditions (Eligible Counterparty/Professional Client); and

(g) CSIGM Terms and Conditions.

In addition, the following capitalized terms have the following meaning:

"**Account**" means any Financial Account of the customer with CSI, its Affiliates and/or with any member of the CSI Group.

"Account Holder" means any Person(s) listed or identified as the holder or owner of the Account that CSI, its Affiliates and/or any member of the CSI Group maintains or holds, regardless of whether the Entity is a Flow-Through Entity.

"Account Information" means any and all information and transactions in respect of, or relating to, your Account, Securities Account and/or Services (as applicable) and includes but is not limited to the following (where applicable):

(a) your Account number, Account balance or value, gross receipts and withdrawals and payments from the Account;

(b) the information referred to in **Section 4** "Agreement to Provide Information";

(c) the information collected from time to time by CSI, its Affiliates or any member of the CSI Group in respect of the Account or Services; and

(d) the information referred to in (a) through (c) above in respect of any Underlying Principal, joint holder(s), Controlling Person(s) and/or Consenting Person(s).

"**Active NFE**" means an 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 Entities defined in (a) and (b) above;

(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 (a "start-up NFE") 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 status 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; 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

(g) the NFE meets all of the following requirements (a "non-profit NFE"):

  (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.

"**Affiliate**" means, with respect to an Entity, any legal Entity at any time directly or indirectly controlling, controlled by or under common control with such Entity.

"AML/KYC Due Diligence" or **"Anti-Money Laundering/Know Your Customer Due Diligence"** means any customer due diligence procedures of CSI, its Affiliates or any member of the CSI Group pursuant to the FATF recommendations and their interpretive notes (where applicable), applicable laws, regulations, administrative practices, anti-money laundering regulations, know your customer rules and/or similar requirements to which CSI, its Affiliates and/or any member of the CSI Group is/are subject; and shall include but without limitation:

(a) identifying the customer and verifying the customer's identity using reliable, independent source documents, data or information;

(b) identifying the Beneficial Owner and taking reasonable measures to verify the identity of the Beneficial Owner;

(c) understanding and obtaining information (as appropriate) on the nature and purpose of the Account; and

(d) conducting ongoing due diligence and/or monitoring to ensure that the transactions being conducted are consistent with CSI's, its Affiliates' and/or the CSI Group's knowledge of the customer, their business and risk profile, including, where necessary, the source of funds.

"Broker" means any Person(s), US or foreign, that, in the ordinary course of a trade or business during the calendar year, stands ready to effect sales to be made by others; and includes an obligor that regularly issues and retires its own debt obligations, a corporation that regularly redeems its own stock, and a clearing organization that affects sales of securities for its members.

"Beneficial Owner" refers to the natural person(s) who ultimately owns or controls a customer and/or the natural person on whose behalf a transaction is being conducted. It also includes those persons who exercise ultimate effective control over a legal person or arrangement.

"CBI/RBI Schemes" means "Citizenship by Investment" ("CBI") and "Residence by Investment" ("RBI") schemes which are offered by a substantial number of jurisdictions, including but not limited to low/no tax jurisdictions, jurisdictions exempting foreign source income, jurisdictions with a special tax regime for foreign individuals that have obtained residence through such schemes and/or jurisdictions not receiving CRS information (either because they are not participating in the CRS, not exchanging information with a particular (set of) jurisdictions or not exchanging on a reciprocal basis) with the intention of allowing foreign individuals to

obtain citizenship or temporary or permanent residence rights on the basis of local investments or against a flat fee.

"Chapter 3 of the Code" means sections 1441 to 1446 and sections 1461 to 1464 of the Code and the regulations thereunder, unless the context indicates otherwise.

"Chapter 4 of the Code" means sections 1471 through 1474 of the Code and the regulations thereunder, unless the context indicates otherwise.

"Chapter 4 Status" means with respect to a Person, a Person's status as, including but not limited to, a US Person, a Specified US Person, a foreign individual, a Participating FFI, a Deemed-Compliant FFI, a Model 1 FFI, an Exempt Beneficial Owner, a Nonparticipating FFI, a Territory Financial Institution, a QI branch of a US Financial Institution, an Excepted NFFE or a Passive NFFE.

"**CSI"** means the CSI Entity with whom you have an Account or which will provide the Services to you or the contracting Entity which currently provides the Services to you, and which is your contracting party for the purposes of the respective Terms of Business.

"**CSI Group**" or "**Group**", refers to CSI, CITIC Securities Holdings B.V., CITIC Securities International Company Limited and CITIC Securities Company Limited, and their subsidiaries and Affiliates.

"Code" means the US Internal Revenue Code of 1986, as amended from time to time.

"Competent Authority" means any national, state, or local government, any political subdivision thereof, any agency, authority, instrumentality, whether judicial or administrative, regulatory or self-regulatory organization, law enforcement body, court, central bank or tax or revenue authority in any jurisdiction of CSI, its Affiliates and/or any member of the CSI Group.

"**Common Reporting Standard**" or **"CRS"**, as defined by the multilateral version of the Multilateral Competent Authority Agreement/Arrangement ("MCAA"), means the standard for Automatic Exchange of Information ("AEOI") in tax matters developed in response to the G20 request and approved by the OECD council on 15 July 2014 and which together with the MCAA constitute the common standard on reporting, due diligence and exchange of information on Financial Accounts.

"Consenting Person" means the customer, and any Person(s) other than the customer, who is beneficially interested or financially interested in the payments with respect to the Securities Account, Account and/or Services.

"Controlling Person" means the natural person(s) who exercise(s) control over a legal person or a legal arrangement and shall be interpreted in a manner consistent with the FATF recommendations whereby:

(a) In the case of a corporation, Controlling Person shall mean in sequential order:

(i) any natural person(s) who ultimately has a controlling ownership interest on the basis of a certain percentage equity in the Entity, the percentage being specified by Competent Authority;

(ii) where no natural person(s) fit(s) the above condition, any natural person(s) who exercise(s) control of the Entity through other means on the basis of a certain percentage of voting rights in the Entity, the percentage being specified by Competent Authority; or

(iii) where no natural person(s) fit(s) the above conditions (a) and/or (b), any natural person(s) who hold(s) the position of senior managing official;

(b) In the case of a trust, Controlling Person shall mean the settlor(s), trustee(s), protector(s) (if any), beneficiary(ies) or class(es) of beneficiary(ies), and any other natural person(s) exercising ultimate effective control over the trust; and

(c) In the case of a legal arrangement other than a trust, Controlling Person shall refer to any Person(s) in equivalent or similar positions.

"**CRS Avoidance Arrangements**" means arrangements that have, are designed to have or are marketed as having the effect of circumventing the Common Reporting Standard (CRS) as endorsed by the G20 Finance Ministers and Central Bank Governors in February 2014 and as implemented by the Competent Authorities under relevant domestic laws. An arrangement circumvents the CRS where it avoids the reporting of CRS information to all jurisdictions of tax residence of the taxpayers in a way that undermines the policy intent of the CRS, including but not limited to:

(a) exploiting the absence of CRS legislation or inadequate implementation of such legislation;

(b) exploiting the absence of a CRS exchange agreement with one or more jurisdiction(s) of tax residence of such taxpayer;

(c) undermining or exploiting weaknesses in the due diligence procedures applied by a Financial Institution under CRS legislation; or

(d) otherwise undermining the intended policy of the CRS.

"Custodial Account" means an Account that holds any financial instrument or contract held for investment (including, but not limited to, a depository account, a share or stock in a corporation, a note, bond, debenture or other evidence of indebtedness, a currency or commodity transaction, a credit default swap, a swap based upon a non-financial index, a notional principal contract, an insurance or annuity contract, and any option or other derivative instrument) for the benefit of another Person.

"**Deemed-Compliant FFI**" means an FFI that is treated, pursuant to section 1471(b)(2) of the Code and section 1.1471-5(f) of the Treasury Regulation, as meeting the requirements of section 1471(b) of the Code and also includes a QI branch of a US Financial Institution that is a reporting Model 1 FFI.

"**Dividend Equivalent Payments**" means any payment described in section 1.871–15(c) of Treasury Regulations (excluding certain exceptions provided in Treasury Regulations section 1.871–15(c)(2)), including

but not limited to, any payment that references a dividend from an underlying security pursuant to a securities lending or sale-repurchase transaction; a specified notional principal contract described in the Treasury Regulation section 1.871–15(c) paragraph (d); or a specified equity-linked instrument described in the Treasury Regulation section 1.871–15(c) paragraph (e) ; and any other substantially similar payment as described in the Treasury Regulation section 1.871–15(c) paragraph (f).

"Documentary Evidence" means documents which:

(a) for FATCA purposes, include documents other than a Withholding certificate, or written statement that a Withholding Agent is permitted to rely upon to determine the Chapter 4 Status of a Person; and

(b) for CRS purposes, include but are not limited to any of the following:

(i) a certificate of residence issued by an authorised government body of the jurisdiction in which the payee claims to be a resident;

(ii) with respect to an individual, any valid identification issued by an authorised government body, that includes the individual's name and is typically used for identification purposes;

(iii) with respect to an Entity, any official documentation issued by an authorised government body that includes the name of the Entity and either the address of its principal office in the jurisdiction in which it claims to be a resident or the jurisdiction in which the Entity was incorporated or organised; and

(iv) any audited financial statement, third-party credit report, bankruptcy filing, or securities regulator's report.

"Documentation" means Withholding certificates, written statements, Documentary Evidence and other documents that may be relevant in determining the status of a Person for the purpose of reporting or Withholding requirements under Chapter 4 of the Code, including any document containing a determination of the Account Holder's citizenship or residency for tax or AML/KYC Due Diligence purposes or an Account Holder's claim of citizenship or residency for tax or AML/KYC Due Diligence purposes.

"Double Taxation" means tax imposed more than once on the same asset, income stream, and/or financial transaction and can be categorized as juridical when comparable taxes are imposed in two (or more) jurisdictions on the same Person in respect of the same subject matter for identical period; or economic when two different Persons are taxed in respect of the same income or capital.

"DTA" or "Double Taxation Avoidance Treaties" means any bilateral agreement signed between two or more jurisdictions that seeks to eliminate Double Taxation.

"Entity" means any Person other than an individual (i.e. a natural person) and includes a legal Person or a legal arrangement such as a corporation, organisation, partnership, trust or foundation.

"**Excepted NFFE**" has the meaning ascribed to it under section 1.1472-1(c)(1) of the Treasury Regulations.

"Exempt Beneficial Owner" means any foreign government, any political subdivision of a foreign government or any wholly owned agency or instrumentality of any one or more of the foregoing; any international organizations and any wholly owned agency or instrumentality thereof; any foreign central bank of issue; governments of US possessions; certain retirement funds; and Entities wholly owned by Exempt Beneficial Owners.

"FATCA" means the Foreign Account Tax Compliance Act of the US as amended, supplemented, revised, substituted or re-enacted from time to time and shall include without limitation:

(a) sections 1471 to 1474 of the Code or any associated regulations or other official guidance;

(b) any similar legislation, treaty, law, regulation, instruction or any other official guidance, order or directive enacted by the government in the US or in any other jurisdiction, or relating to an IGA, which (in either case) facilitates the implementation of paragraph (a) above; or

(c) any agreement pursuant to the implementation of paragraphs (a) or (b) above with the IRS, the US government or any governmental or taxation Competent Authority in any other jurisdiction.

"**FATF**" or "**Financial Action Task Force**" refers to an inter-governmental body established in 1989 by the ministers of its member jurisdictions which sets standards and recommendations (including the interpretive notes to the recommendations) to promote the effective implementation of legal, regulatory and operational measures for combatting money laundering, terrorist financing and the financing of proliferation, and other related threats to the integrity of the international financial system.

"FDAP Income" means fixed or determinable annual or periodic income; and includes interest, dividends, rents, royalties, commissions, fees and premiums.

"**FFI**" **or "Foreign Financial Institution"** has the meaning ascribed to it under FATCA, which includes entities such as banks, custodian institutions, investment funds and certain types of insurance companies.

"FFI Agreement" means an agreement between the IRS and the Participating FFI; and includes QIA, a Withholding partnership agreement and a Withholding trust agreement that is entered into by a Model 1 FFI that has an effective date or renewal date on or after June 30, 2014.

"Financial Account", in relation to FATCA, has the meaning ascribed to it under Treasury Regulation section 1.1471-5(b) and includes, but without limitation, specific categories of Accounts such as depository, custodial, equity and debt interests in certain investment entities, cash value insurance contracts and annuity contracts, maintained by a Financial Institution.

"Financial Account", in relation to CRS, has the meaning ascribed to it under the multilateral version of the MCAA and includes, but without limitation, specific categories of Accounts such as depository, custodial, equity and debt interests in certain investment entities, cash value insurance contracts and annuity contracts, maintained by a Financial Institution.

"**Financial Institution**" or "**FI**" means an Entity that is described in Treasury Regulations section 1.1471-5(e) or described in the multilateral version of the MCAA and includes a depository institution, a custodial institution, an investment Entity, or an insurance company (or a holding company of an insurance company) that issues cash value insurance or annuity contracts.

"Foreign Entity" means any Entity that is not a US Person, including a Territory Entity.

"Foreign Person" means any Person other than a US Person and includes, with respect to a withholdable payment, a foreign branch of a US Person that furnishes an Intermediary Withholding certificate indicating that it is a QI.

"Flow-Through Entity" means any partnership, simple trust, grantor trust or fiscally transparent entity, as determined under the US tax principles.

"**IGA**" or "**Intergovernmental Agreement**" means a bilateral agreement signed between the US government or the US Department of the Treasury and a non-US government or one or more agencies thereof to facilitate the implementation of FATCA through reporting by Financial Institutions either to: [a] such non-US government or agency thereof, followed by automatic exchange of such reported information with the IRS (also known as Model 1 IGA); or [b] the IRS directly in accordance with the requirements of an FFI Agreement, supplemented by the exchange of information between such non-US government or agency thereof and the IRS (also known as Model 2 IGA).

"**Governing Jurisdiction**" means the governing jurisdiction as agreed under the respective Terms of Business and in which a lawsuit can be brought in regards to any issues arising from the interpretation and/or enforcement of the respective Terms of Business.

"Grandfathered Date" means Chapter 4 of the Code Withholding is exempt on:

(a) any obligation outstanding on January 1, 2014;

(b) any obligation that produces Withholdable Payments solely because the obligation is treated as giving rise to a Dividend Equivalent Payment pursuant to 871(m) and the regulations thereunder and that is executed on or before the date that is six months after the date on which obligations of its type are first treated as giving rise to Dividend Equivalent Payment; or

(c) foreign Pass Through Payments if the obligations are outstanding at any point prior to six months after the IRS final regulations defining the term foreign Pass Through Payment are published.

"**Grandfathered Obligations**" has the meaning ascribed to it under Treasury Regulation section 1.1471-2(b)(2)(i).

"Gross Proceeds" means proceeds from any sale, exchange or disposition of property that requires recognition of gain or loss under section 1001 of the Code, without regard to whether the owner of such property

is a Foreign Person that is not subject to US federal income tax; and property is of a type that can produce interest or dividends that would be US source FDAP Income.

"Intermediary" means any Person that acts on behalf of another Person with respect to a payment received such as a custodian, Broker, nominee or agent for another Person, regardless of whether such other Person is the Beneficial Owner of the amount paid, a Flow-Through Entity or another intermediary.

"IRS" means the US Internal Revenue Service.

"LEI" or "Legal Entity Identifier" means a 20-character alpha-numeric code based on the ISO 17442 standard developed by the International Organization for Standardization ("ISO"), enabling clear and unique identification of legal Entities participating in financial transactions.

"Mandatory Disclosure Rules" refers to the mandatory disclosure rules approved by the OECD Committee on Fiscal Affairs on 8 March 2018 (as amended and/or supplemented from time to time) which require, without limitation, Intermediaries and taxpayers to provide any tax Competent Authority(ies) with CRS Avoidance Arrangements and Opaque Offshore Structures.

"**MCAA**" or "**Multilateral Competent Authority Agreement**" refers to a multilateral framework agreement (such as the Multilateral Convention on Mutual Administrative Assistance in Tax Matters and/or bilateral tax treaties) that facilitates implementation of CRS.

"Model 1 IGA" means an IGA based on the Model 1 IGA issued by the US Department of the Treasury.

"Model 1 IGA Jurisdiction" means a jurisdiction that has entered into a Model 1 IGA with the US Department of the Treasury.

"Model 1 IGA Schedule" means the Model 1 IGA Schedule of this Annexure.

"Model 2 IGA" means an IGA based on the Model 2 IGA issued by the US Department of the Treasury.

"Model 2 IGA Jurisdiction" means a jurisdiction that has entered into a Model 2 IGA with the US Department of the Treasury.

"Model 2 IGA Schedule" means the Model 2 IGA Schedule of this Annexure.

"Multilateral Convention on Mutual Administrative Assistance in Tax Matters" or **"Multilateral Convention"** refers to a multilateral instrument developed jointly by the OECD and the Council of Europe in 1988 to allow for all forms of tax co-operation to tackle tax evasion and avoidance and amended in 2010 to respond to the call of the G20 to align the Multilateral Convention to the international standard on exchange on information on request and to open it to all countries.

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

"**NFFE**" or "**Non-Financial Foreign Entity**" means a Foreign Entity that is not a Financial Institution (including a Territory NFFE) and also includes a Foreign Entity treated as an NFFE pursuant to a Model 1 IGA or Model 2 IGA.

"NPFFI" or "Nonparticipating FFI" means an FFI other than a Participating FFI, a Deemed- Compliant FFI or an Exempt Beneficial Owner.

"**NQI**" **or "Nonqualified Intermediary"** means any Intermediary that is not a QI and US Person or a QI that is not acting in its capacity as a QI with respect to a payment.

"**OECD**" means The Organisation for Economic Co-operation and Development.

"**Opaque Offshore Structure**" means any structure that involves the use of a Passive NFE in a jurisdiction other than the jurisdiction of tax residence of one or more of the Beneficial Owners and that is designed to, marketed as or has the effect of disguising the identity of the Beneficial Owner(s).

"Participating FFI" means an FFI that has agreed to comply with requirements of an FFI Agreement, including an FFI described in a Model 2 IGA that has agreed to comply with the requirements of an FFI Agreement. The term also includes a QI branch of a US Financial Institution, unless such branch is a reporting Model 1 FFI.

"**Participating Jurisdiction**" means a jurisdiction:

(a) with which an agreement is in place pursuant to which it will provide the information set out in the CRS and required for the automatic exchange of Account Information; and

(b) which is identified in a published list.

"**Passive NFE**" or "**Passive Non- Financial Entity"** means any:

(a) NFE that is not an Active NFE under the CRS; or

(b) an investment Entity located in a non-Participating Jurisdiction and managed by another Financial Institution.

"**Passive NFFE**" or "**Passive Non-Financial Foreign Entity**" means an NFFE other than an Excepted NFFE as described in section 1.1471-1(b)(88) of the Treasury Regulation.

"Pass-Through Entity" means any legal business Entity that passes income on to the owners and/or investors of the business; and is used to reduce the effects of Double Taxation.

"Pass-Through Withholding" means payments that are reported and paid by a Pass-Through Entity on behalf of its non-resident partners, shareholders, and beneficiaries, Consenting Person and/or Controlling Person.

"**Pass-Through Payment**" means any Withholdable Payment or other payment to the extent attributable to a Withholdable Payment as set out in section 1471(d)(7) of the Treasury Regulations.

"**Person**" means an individual, firm, corporation, company, partnership, organisation, joint venture, trust, estate, limited liability company, limited liability partnership, non-profit corporation, unincorporated organization, association, society, foreign government, municipality, or any other Entity.

"**Personal Information**" in respect of a customer, Underlying Person, Beneficial Owner, Person, Consenting Person or Controlling Person, shall include the following:

(a) where the Customer, the Underlying Person, the Beneficial Owner, the Person, the Consenting Person or the Controlling Person is an individual, any personal information that can be used to identify that individual and that is protected by law, including without limitation information such as full name, date and place of birth, residential address, mailing address, hold mail instruction or in-care-of-address, email address, contact information (including telephone and mobile phone numbers), any ID, passport number, TIN(s) or functional equivalent, social security number (if applicable), nationality(ies), citizenship(s), standing instructions to transfer funds to an account, power of attorney or signatory authority granted to any person, residency(ies) and/or tax residency(ies), and such other information as we may require regarding such Customer, the Underlying Person, the Beneficial Owner, the Person, Consenting Person or Controlling Person; and

(b) where the Customer, the Underlying Person, the Beneficial Owner, the Person, the Consenting Person or the Controlling Person is an Entity, any information that can be used to identify that Entity and that is protected by law, including without limitation information such as its full name, names of its directors, shareholders, substantial shareholders and if applicable the names of its company secretary, partners, trustees, office bearers or persons in equivalent or similar positions, its constitution and nature of business, date and country of incorporation or formation, registered address, business address or place of business, residency(ies), telephone and facsimile numbers, email addresses, TIN(s) or functional equivalent, tax status, tax residency, financial statements, and such other information as we may require regarding the Entity, each of its substantial shareholders, Consenting Persons and Controlling Persons.

"**QDD**" or **"Qualified Derivatives Dealer"** refers to a QI that is an eligible Entity and agrees to meet the reporting and withholding requirements pursuant to Treasury Regulation section 1.1441-1(e)(6) and includes, without limitation, equity derivatives dealer, banks or bank holding companies as well as Entities issuing potential 871(m) transactions to customers.

"**QI**" or "**Qualified Intermediary**" means a Person that is a party to a Withholding agreement with the IRS, as described in the Revenue Procedure 2017-15 and Treasury Regulation section 1.1441-1(e)(5)(ii).

"**QIA**" or **"Qualified Intermediary Agreement"** means a Withholding agreement entered into by a QI with the IRS pursuant to Revenue Procedure 2017-15 and Treasury Regulation section 1.1441-1(e) (5)(iii), requiring the QI to report annually certain aggregate information concerning the Beneficial Owner of US source payments and make any necessary tax payments to the IRS.

"Related Entity" means with respect to any Entity, such Entity's Affiliates, parent, subsidiary and any business, corporation, partnership, limited liability company or other entity in which the Entity, its Affiliates, parent or subsidiary holds a substantial ownership interest, directly or indirectly or they are directly or indirectly, controlling, controlled by or under common control with the Entity. For this purpose, control includes direct or indirect ownership of more than 50% of the vote and value in an Entity.

"**Relevant CSI Persons**" collectively refers to CSI, its Affiliates and/or the CSI Group and their respective directors, management, shareholders, officers, employees (including consultants, agents and contract or temporary employees), representatives or agents.

"**Reportable Account**" means a Financial Account maintained by a Financial Institution that, pursuant to the application of the relevant due diligence procedures under the relevant laws and regulations, has been identified as an Account that is held by:

(a) one or more Reportable Persons;
(b) a Passive Non-Financial Foreign Entity in a relevant partner jurisdiction;
(c) a Passive Non-Financial Foreign Entity outside partner jurisdiction but with one or more Substantial Owner(s)/Controlling Person(s) that are Reportable Persons;
(d) Nonparticipating FFIs;
(e) certain Active Non-Financial Entities;
(f) non-compliant or undocumented accounts with indicia in the reportable jurisdiction; and
(g) accounts closed in the reporting year.

"**Reportable Person**" means an individual (or Entity) that is a tax resident under the laws of a jurisdiction in a jurisdiction with which an obligation to provide Account Information is in place.

"Revenue Procedure" means revenue procedures issued by IRS, as amended and/or supplemented from time to time.

"Schedule" means any schedule(s) attached to and forming part of this Annexure.

"**Specified US Person**" means any US Person other than a Person identified in Treasury Regulations section 1.1473-1(c).

"**Substantial US Owner**" or "**Substantial Owner**" has the meaning ascribed to it under Treasury Regulations Section 1.1473-1(b) and means any Specified US Person that:

(a) owns, directly or indirectly, more than 10% (by vote or value) of the stock of any foreign corporation or of the profits or capital interests in a foreign partnership;
(b) is treated as an owner of any portion of a foreign trust under sections 671 through 679 of the Code; or
(c) holds, directly or indirectly beneficial interest in a trust.

"Tax Information" in respect of you, any Underlying Principal, joint holder(s), Controlling Person(s) or Consenting Person(s) means:

(a) Account Information; and/or

(b) Documentation, records, correspondence, materials, information, accompanying statements, FATCA documents (FATCA forms and Withholding certificates), CRS self-declarations, waivers and consents as we may from time to time require or ask you, any joint holder(s), any Underlying Principal, Controlling Person or Consenting Person from time to time to give relating, directly or indirectly, to your, any joint holder's, Underlying Principal's, Controlling Person's or Consenting Person's tax status and/or tax residency or any change to the said tax status; and/or

(c) Personal Information from you or any of your joint holders, Underlying Principal, Controlling Person or Consenting Person.

"**Tax Regulations**" means:

(a) any applicable local or foreign law, ordinances, regulations, demand, guidance, guidelines, rules or codes of practice, whether having the force and effect of law including without limitation those relating to CRS, Mandatory Disclosure Rules, FATCA, QI/NQI, QDD, 871(m), Pass-Through Withholding, LEI, IGA and/or DTA (collectively the "**Rules**"); and

(b) any agreements in connection with the Rules entered into between CSI, its Affiliates and/or any member of the CSI Group and any government or taxation Competent Authority in any jurisdiction;

"Tax Regulations Annexure" or "Annexure" means this annexure together with any Schedule(s) attached to and forming part of this annexure.

"Tax Treaty" means an agreement signed between two (or more) countries for the avoidance of Double Taxation of passive and active income.

"**Territory Entity**" means any Entity that is incorporated or organized under the laws of any US territory.

"**Territory Financial Institution**" means a Financial Institution that is incorporated or organized under the laws of any US territory; excluding a Territory Entity that is an investment Entity but that is not a depository institution, custodial institution, or specified insurance company.

"**Territory NFFE**" means a Territory Entity that is not a Financial Institution; including a Territory Entity that is an investment entity but is not a depository institution, custodial institution, or specified insurance company.

"TIN" or "Tax Identification Number" means taxpayer identification number used when filing a tax return and assessing taxes and for all other correspondence between the taxpayer and any taxation Competent Authority.

"Treasury Regulation" means tax regulations issued by IRS.

"Underlying Principal" means any Person financially or beneficially interested in the Account maintained with CSI, its Affiliates or with any member of the CSI Group or payments made to that Account.

"US" means the United States of America.

"**Withholding**" means the act of holding back some of the value of a payment, for the purpose of paying tax.

"**Withholding Agent**" means any US Person that has the control, receipt, custody over the disposal or payment of a Withholdable Payment or foreign Pass Through Payment.

"**Withholdable Payment**" means any payment defined in Treasury Regulation section 1.1473-1(a).

"**871 (m)**" means section 871(m) of the Code that treats Dividend Equivalent Payments made with respect to certain derivatives transactions referencing dividend-paying US equities as actual US-source dividends subject to Withholding under sections 1441,1442, 1471 and 1472 of the Code.

1.2 INTERPRETATIONS

(a) References in this Annexure to **"we"**, **"us"** and **"our"** shall mean, unless the context otherwise requires, the CSI Group and where the context requires will also include CSI, its Affiliates or any member of the CSI Group or other Persons connected with any member of the CSI Group.

(b) References in this Annexure to **"you"**, **"your"** and **"their"** shall mean you (the client or the counterparty), any Underlying Principal, joint holder(s) of the Account, Consenting Person(s), Controlling Person(s) and any and all Beneficial Owners of the Account.

(c) Unless the context otherwise requires, words importing the singular include the plural and vice versa.

(d) Reference to any statute, statutory provision, legislation, subsidiary legislation or regulation includes a reference to that statute, statutory provision, legislation, subsidiary legislation or regulation as may be amended, varied, revised, supplemented, substituted or re-enacted from time to time.

2. EFFECTS ON TERMS OF BUSINESS; AMENDMENTS

(a) This Annexure shall apply to you and any Underlying Principal, joint holder(s), Consenting Person and/or Controlling Person regardless of the type of Account you hold or the Services provided by us to you and regardless of the jurisdiction or jurisdictions of residence, domicile, citizenships, tax residency, tax status, jurisdiction of formation or organization or place of effective management

and control of yours and any Underlying Principal(s), joint holder(s), Consenting Person(s) and/or Controlling Person(s). This Annexure shall apply equally to:

(i) any Person who is bound to comply with the Tax Regulations and gives consent for its/his/her compliance with the Tax Regulations to be sponsored by another Person who, for the purposes of this Annexure, shall be referred to as the 'sponsor'; and

(ii) the sponsor identified in above **Clause 2(a)(i).**

(b) If CSI, its Affiliates and/or any member of the CSI Group maintaining your Account or providing Services is located in a Model 1 IGA Jurisdiction, the definition set out in **Clause 1** above and the additional terms set out in this Annexure, including the Model 1 IGA Schedule to this Annexure shall be applicable to your Account and Services. Nothing in the Model 1 IGA Schedule may be read to conflict with other terms of this Annexure. Also, in case of conflict between the applicable IGA and this Annexure, the IGA shall prevail.

(c) If CSI, its Affiliates and/or any member of the CSI Group maintaining your Account or providing Services is located in a Model 2 IGA Jurisdiction, the definition set out in Clause **1** above and the additional terms set out in this Annexure, including Model 2 IGA Schedule to this Annexure shall be applicable to your Account and Services. Nothing in the Model 2 IGA Schedule may be read to conflict with other terms of this Annexure. Also, in case of conflict between the applicable IGA and this Annexure, the IGA shall prevail.

(d) If CSI, its Affiliates and/or any member of the CSI Group maintaining your Account or providing Services is located in the US or a jurisdiction where the IGA between the IRS and the domestic Competent Authority is not in effect, the definitions set out in **Clause 1** above and the additional terms set out in this Annexure shall be applicable to your Account and Services. Also, in case of conflict between the applicable Treasury Regulations and this Annexure, the Treasury Regulations shall prevail.

(e) If CSI, its Affiliates and/or any member of the CSI Group maintaining your Account or providing Services is located in a CRS Participating Jurisdiction where the domestic legislation on CRS is in effect, the definitions set out in **Clause 1** above and the additional terms set out in this Annexure shall be applicable to your Account and Services. Also, in case of conflict between the domestic CRS legislation and this Annexure, the CRS legislation shall prevail.

(f) This Annexure is legally binding and governs the manner in which we may provide you, any of your joint holder(s) and/or Underlying Principal(s) with Services. The provisions of this Annexure take effect upon 1 July 2019.

(g) Our Terms of Business, including this Annexure, apply to all relationships, Accounts, sub-account(s) and funds held or maintained by us for you. They form an integral part of our agreement with you. This Annexure shall not affect our rights of collection, use, disclosure, processing and/or transfer of Tax Information, Account Information and/or Personal Information pursuant to the aforesaid Terms of Business or under any applicable Tax Regulations, local or foreign law, ordinances, regulations, demand, guidance, guidelines, rules, codes of practice, IGA and/or Tax Treaties and nothing herein shall be construed as limiting any of those other rights.

(h) We may amend all or part of this Annexure from time to time, as we in our absolute discretion consider relevant and applicable to the circumstances of your transactions in order to comply with any applicable Tax Regulations, local or foreign law, ordinances, regulations, demand, guidance, guidelines, rules, codes of practice, IGA and/or Tax Treaties.

3. CONSENT FOR DISCLOSURE OF INFORMATION

(a) For the purpose of ensuring our compliance with the applicable Tax Regulations, local or foreign law, ordinances, regulations, demand, guidance, guidelines, rules, codes of practice, IGA and/or Tax Treaties, you hereby irrevocably and unconditionally agree to and waive, and agree to procure agreement and such waiver of any and all of your Underlying Principal(s), joint holder(s), Consenting Person(s) and/or Controlling Person(s), any otherwise applicable restrictions on the collection, use, disclosure, processing and/or transfer by us of the Account Information, Tax Information and/or Personal Information relating to yourself, any and all of your Underlying Principal(s), joint holder(s), Consenting Person(s) and/or Controlling Person(s) to:

(i) any national, state, government, quasi-government, regulatory, fiscal, monetary authority, agency or organisation, judicial or administrative body, law enforcement agency or body, court, central bank or tax or revenue Competent Authority in any jurisdiction (whether within or outside the Governing Jurisdiction);

(ii) any of our branches, related/Affiliated companies, subsidiaries, offices Intermediaries or Withholding Agents (whether situated within or outside the Governing Jurisdiction);

(iii) any party, whether within or outside the Governing Jurisdiction, to whom we have a duty or obligation to disclose under any laws, regulations, orders, court orders, agreements or Tax Treaties made by or between tax Competent Authorities and/or governments of any country or jurisdiction; and

(iv) any party, whether within or outside the Governing Jurisdiction, where we in good faith deem it necessary or expedient or in our interest to make such disclosure.

(b) You confirm, represent and warrant that you have obtained the requisite consent from each of your Underlying Principal, joint holder, Consenting Person and/or Controlling Person to provide his/their

Account Information, Personal Information and Tax Information to us and for us to disclose such Account Information, Personal Information and Tax Information to the Competent Authorities and parties pursuant to the above **Clause 3(a).**

(c) You, any and all of your Underlying Principal(s), joint holder(s), Consenting Person(s) and/or Controlling Person(s), hereby irrevocably and unconditionally permit and authorize us to comply with the applicable Tax Regulations pursuant to the above **Clause 3(a)** without any prior notice or reference to you, your Underlying Principal(s), joint holder(s), Consenting Person(s) and/or Controlling Person(s).

(d) You, your Underlying Principal(s), joint holder(s), Consenting Person(s) and/or Controlling Person(s) will not hold us liable for any losses, damages or costs (including legal costs on a full indemnity basis), expenses or any other liabilities whatsoever (whether actual or contingent, directly or indirectly) that may be incurred or suffered by you, your Underlying Principal(s), joint holder(s), Consenting Person(s) and/or Controlling Person(s) as a result of our actions in complying with the applicable Tax Regulations.

(e) For the purposes of enabling us to comply with the applicable Tax Regulations in accordance with the above **Clause 3(a)**, you, any of your Underlying Principal(s), joint holder(s), Consenting Person(s) and/or Controlling Person(s), waive any bank secrecy, privacy or data protection rights and all applicable restrictions in respect of all Account Information, Personal Information and Tax Information relating to you, any of your Underlying Principal(s), joint holder(s), Consenting Person(s) and/or Controlling Person(s).

(f) Your, any Underlying Principal's, joint holder's, Consenting Person's and/or Controlling Person's consent and authorisation herein shall be valid and effective notwithstanding any applicable non-disclosure agreement given or executed by us.

4. AGREEMENT TO PROVIDE INFORMATION

(a) You agree to comply with the Tax Regulations and to provide such information as CSI, its Affiliates or any member of the CSI Group deem(s) necessary and reasonable to perform the Tax Regulations obligations that apply to Accounts, including but not limited to, new account due diligence, remediation, reporting and Withholding (wherever applicable).

(b) You agree to provide us with valid FATCA/Withholding certificates (which may be on form W-8BEN, W-8BEN-E, W-8IMY or others), Personal Information, and Tax Information (which may be on CRS self-declarations), and Account Information in relation to you, any Underlying Principal,

joint holder, Controlling Person and/or Controlling Person in such form and within such timeline as may be prescribed by us prior to the opening of any new Accounts, which CSI, its Affiliates and/or any member of the CSI Group treat(s) as those opened after 30 June 2014 for FATCA purposes and those opened after CRS commencement dates in respective jurisdictions for CRS purposes. The CSI Group uses the form W8/W9 templates for FATCA self-declaration purposes, and CRS self-declarations in CSI template (or in any template that contains the necessary information required by CRS rules).

(c) References to **"Withholding certificates"** in **Clause 4(b)** shall include but without limitation a valid and complete Participating FFI Withholding certificate or Withholding statement or substitute Documentation allocating the payment or payments with respect to an Account you hold as an Intermediary or Flow-Through Entity for your Account Holders based on applicable FATCA status of such Account Holders, to the extent required by the Tax Regulations.

(d) You agree that when there is a change or addition to your Account Information, Personal Information and/or Tax Information, and, where applicable, to that of any Underlying Principal, joint holder(s), Controlling Person and/or Consenting Person, you shall:

(i) Formally notify us promptly in writing (and in any event no later than 30 days from the date of the change or addition) of such change or addition and/or of any change or addition to the information stated in **Clause 4(b)** and **Clause 4(c)** above; and

(ii) provide us with updated FATCA form(s) and CRS self-declaration(s) as we may require.

Where the change in the aforesaid Account Information, Personal Information and/or Tax Information shall include (where applicable) but shall not be limited to any change in the particulars, circumstances, change in the constitution, directors, shareholders, company secretary, partners or the nature of business or residency status or tax residency status or any other relevant information relating to or concerning you, any or all of your Underlying Principal(s), joint holder(s), Consenting Person(s) and/or Controlling Person(s) which may cause the information previously provided in the FATCA form(s) and CRS self-declaration(s) to us to become inaccurate, incorrect or incomplete.

(e) You agree, to and where applicable, that all:

(i) Controlling Person(s), in sequential order, have 10% or greater control by ownership interest or by other means such as voting rights (depending on the domestic implementation of the FATF recommendations, the AML/KYC Due Diligence procedures or similar requirements to which CSI, its Affiliates and/or any member of the CSI Group is/are subject), or hold the position of senior managing official and;

(ii) Consenting Person(s) are required to be documented for CRS purposes if there is a new Account created and you (Account Holder) are:

(A) an investment Entity based in a jurisdiction not participating in CRS; or

(B) a Passive NFE.

(f) You agree that we shall have the right to:

(i) require you to provide, and to procure from each Underlying Principal, joint holder(s), Consenting Person and/or Controlling Person to provide such information, complete and sign such documents and certifications and do such things as we may reasonably require from time to time to ensure our compliance with the Tax Regulations stated hereby in this Annexure; and

(ii) disclose the information referred to in **Clause 4(b)** above to any government or taxation Competent Authority and any other Intermediary or Withholding or reporting agent whether within or outside of the Governing Jurisdiction.

(g) You agree to provide us with such information, details and supporting documents as we may reasonably request from time to time to ensure our compliance with the Tax Regulations, and to provide and procure each Underlying Principal, joint holder(s), Consenting Person and/or Controlling Person to provide, Documentary Evidence, including but not limited to government identification, jurisdiction of residence, TIN, certificate of residence or incorporation, and Entity government Documentation, to establish your tax status and the tax status of any Underlying Principal, joint holder(s), Consenting Person and/or Controlling Person upon our request.

(h) You agree to provide us with a reasonable written explanation in case:

(i) you are an individual Account Holder and your country of residence address and/or mailing address and/or nationality is not listed as a country of tax residence on your CRS self-declaration;

(ii) any Controlling Person's, joint holder(s)' or Consenting Person's country of residence address and/or mailing address and/or nationality is not listed as a country of tax residence on their CRS self-declarations;

(iii) you are an Entity Account Holder and the country of incorporation and/or registered address and/or mailing address of the Entity is not listed as a country of tax residence on the CRS self-declaration;

(iv) if there is more than one CRS status on the CRS self-declaration; and/or if the CRS status on the CRS self-declaration is inconsistent with the information collected and maintained by us including for the purposes of AML/KYC Due Diligence procedures; and/or.

(v) any other situation where we determine a reasonable explanation is needed to ensure effective compliance with Tax Regulations, including instances where Relevant Persons including but not limited to relationship managers are made aware or otherwise become aware of relevant information that may be in conflict with the declarations provided by you.

(i) You agree to provide us with written responses to the below questions to the extent that you or any Underlying Principal, joint holder(s), Controlling Person and/or Consenting Person are/is claiming residence in a jurisdiction offering a potentially high-risk CBI/RBI scheme:

(i) Did you and/or any Underlying Principal, joint holder, Controlling Person and/or Consenting Person obtain residence rights under a CBI/RBI Scheme?;

(ii) Do you and/or any Underlying Principal, joint holder(s), Controlling Person and/or Consenting Person hold residence rights in any other jurisdiction(s)?;

(iii) Have you and/or any Underlying Principal, joint holder, Controlling Person and/or Consenting Person spent more than 90 days in any other jurisdiction(s) during the previous year?;

(iv) In which jurisdiction(s) have you and/or any Underlying Principal, joint holder, Controlling Person and/or Consenting Person filed personal income tax returns during the previous year?; and

(v) Any other questions where we determine such explanation(s) is needed to ensure effective compliance with Tax Regulations.

(j) You agree that we may:

(i) collect and maintain information in relation to you, any Underlying Principal, joint holder, Controlling Person, and/or Consenting Person;

(ii) directly require you, any Underlying Principal, joint holder, Controlling Person, and/or Consenting Person to confirm the correctness, accuracy and completeness of your or their Account Information, Personal Information and/or Tax Information;

(iii) report the Account and/or Securities Account (as applicable) that you maintain with us; or

(iv) disclose Tax Information relating to yourself and any other Controlling Person, Underlying Principal, joint holder(s) and/ or Consenting Person to relevant Competent Authority in applicable jurisdiction(s) and other Intermediaries or Withholding Agents for the purpose of ensuring our compliance with the Tax Regulations stated hereby in this Annexure.

(k) You agree to waive, and, where reasonably required by us, agree to procure from any other Controlling Person, Underlying Principal, joint holder(s) and/or Consenting Person to waive, any applicable restrictions which would hinder our ability to disclose Tax Information in the manner described in **Clause 4(j)** above.

(l) You agree that we may require any other Underlying Principal, joint holder(s), Controlling Person and/or Consenting Person to agree to the reporting or disclosure described in **Clause 4(j)** above and/or waive any otherwise applicable restrictions on such reporting or disclosure, if we reasonably consider it to be appropriate.

(m) You agree that, where pursuant to the application of the due diligence procedures under the relevant laws and regulations, your Account has been identified as a Reportable Account, we shall have the right to require you to provide such information set out under the relevant FATCA IGA, MCAA and other applicable Tax Regulations to be reported by the CSI Group FFI/FI to the relevant Competent Authority, including but without limitation:

(i) Beneficial Owner identification and Substantial Owner(s)/Controlling Person(s) information including name, address date and place of birth, TIN, relevant tax classification, reportable jurisdictions, legal status;

(ii) Account Information including without limitation, the Account number, Account status, Account balance or value at relevant calendar year end or other appropriate reporting period, income payments such as dividends and interest, gross proceeds, and other income paid or credited to the Account;

(iii) the CSI Group FFI/FI's details including name, address, registration number, TIN; and

(iv) any other relevant information as may be requested by the Competent Authority.

(n) You agree to inform each Underlying Principal, joint holder(s), Consenting Person and/or Controlling Persons of our rights and powers under this Annexure.

(o) In case you are an Entity Account Holder which is eligible for an LEI under the ISO standard 17442, has a legal obligation to obtain an LEI as per the requirements of the national financial regulators and is entering into financial transactions requiring an LEI to be provided, you agree:

(i) to provide us with your LEI;

(ii) to periodically verify the continued accuracy of your LEI reference data which shall include without limitation, the official name, business registry ID, Entity status and registration status of the legal Entity;

(iii) to inform us whenever there is a change in your LEI reference data; and

(iv) that we shall have the right to refuse trading in financial instruments with you in case you refuse to obtain and/or share your LEI with us.

(p) You agree that in case you declare yourself to be a NPFFI or do not provide us with any FATCA declarations and are treated as a NPFFI or if you are a NFFE that fails to provide information regarding your Substantial US Owners:

(i) your Account with us will be considered as a FATCA (Chapter 4 of the Code) Reportable Account; and

(ii) we will aim to minimise instances where Withholdable Payments are made to you, but should a Withholdable Payment be indeed made to you, we shall ensure that the applicable Withholding tax of 30% is applied (except for Grandfathered Obligations) and

deposited with the IRS. Such Withholding may be processed via our US Withholding Agent.

(q) You agree that in case you are acting as a counterparty/vendor rendering services to us:

(i) we shall perform FATCA due diligence on you if any US sourced Withholdable Payment needs to be made to you; and

(ii) we retain the right to suspend the relationship with you in case you are identified as an NPFFI; and

(iii) we shall apply the Withholding on payments being made to you, where required under the applicable Tax Regulations.

(r) You agree that Withholding may be applicable under the Chapter 3 and/or Chapter 4 and/or other relevant sections of the Code including 871(m), for the US sourced income payments and/or Pass-Through Payments that need to be made to you by CSI Group or in the event where such payments may be flowing through CSI Group. These may include but are not limited to interest and dividend payments where we may be acting as either a QI or an NQI; and that where appropriate Documentation or Tax Information has not been provided in line with the Tax Regulations.

(s) You agree that 30% US Withholding tax (or lower Tax Treaty rate) will be applied on US Dividend Equivalent Payments made to you, any of your joint holder(s) and/or any Underlying Principal for derivative positions held on US equities under 871(m), if you fail to meet the requirements set out in **Clause 4**; and that we reserve the right to do upfront Withholding for chargeback payments.

(t) You agree that we may take measures to address cascading Withholding on the dividend/Dividend Equivalent Payments made to you, any of your joint holder(s) and/or any Underlying Principal pursuant to the QDD regime, only if sufficient reliable Documentary Evidence has been provided to us that a Withholding tax has previously been paid in the chain of payments. Notwithstanding the foregoing, you shall not hold CSI Group responsible if such Withholding may be applied on payments being made to you.

(u) You agree to co-operate with us by providing all relevant answers to any of our enquiries within our prescribed timeline to enable us to comply with the applicable Tax Regulations.

5. FAILURE TO PROVIDE INFORMATION

(a) If,

(i) you or any of your Underlying Principal(s), joint holder(s), Consenting Person(s) and/or Controlling Person(s) fail, neglect or refuse to do any of the items in **Clause** 4 under "Agreement to Provide Information" above; or

(ii) any information and/or documents provided by you, any of your joint holder(s), Consenting Person, Underlying Principal and/or Controlling Persons under such provisions are inaccurate, incomplete, not promptly updated or inconsistent with the information and/or documents in our records; or

(iii) we are prevented from disclosing your Account Information, Personal Information, Tax Information or the information provided by you, any of your joint holder(s), Consenting Person, Underlying Principal and/or Controlling Persons for whatever reason, or

(iv) we and/or our Affiliates determine that your FATCA classification or status is such that we and/or our Affiliates cannot make or receive payments free of Withholding or deduction under Tax Regulations,

you hereby agree and confirm your understanding that we may take one or more of the following actions, as we may require in our sole and absolute discretion to ensure our compliance with the Tax Regulations:

(i) deduct or withhold from the amounts payable, (foreign Pass-Through Payments) made to you under the Terms of Business and other annexes governing your Services or Account under FATCA (as applicable) starting; six months after the date of publication of IRS final regulations defining the term “foreign Pass-Through payment.”;

(ii) terminate and close your Account and/or Securities Account (as applicable) and/or any Underlying Principal’s, joint holder’s, Consenting Person’s or Controlling Person’s Account(s) with us at any time without having to give any reason or notice;

(iii) discontinue entirely or in part our relationship with you;

(iv) discontinue providing you with any or all Services, including refusing to open new accounts or offer new/additional products and/or Services; and

(v) report or provide (whether before or after termination of your Account and/or Securities Account (as applicable) and discontinuing Services) any or all of the Account Information relating to you, and/or any of Underlying Principal, joint holder(s), Consenting Person(s) or Controlling Person(s) to such government or taxation Competent Authority or any other Intermediary or Withholding Agent (whether within or outside the Governing Jurisdiction);

(b) You agree that if you withdraw your agreement to our disclosing your Account Information, Tax Information and/or Personal Information to any government or tax Competent Authority under **Clause 3,** for the purpose of ensuring our compliance with the Tax Regulations, we may deduct or withhold applicable amount from relevant payment payable under the Account or Services, and/or terminate your Account and discontinue providing you with any or all Services, as we may require in our sole and absolute discretion to ensure our compliance with the Tax Regulations.

6. WARRANTIES AND UNDERTAKINGS

6.1 By using or accepting the Services provided by us, you confirm and irrevocably and unconditionally agree that:

(a) Without prejudice to any other provisions of the Terms of Business governing the relationship between you and us in relation to the relevant products and/or Services, you have read this Annexure, have received adequate explanation from us (or your Broker, lawyer, or tax advisor, as applicable), and have understood the implications of this Annexure by which you and/or any Underlying Principal, joint holder(s), Controlling Person(s) or Consenting Person(s) irrevocably agree to be bound;

(b) Any agreement, waiver, representation, FATCA form, CRS self-declaration and/or confirmations given, or to be given by you and/or any Underlying Principal, joint holder(s), Controlling Person(s) or Consenting Person(s) pursuant to this Annexure shall be treated as being continually applicable during the term of your relationship with CSI Group and for a period of seven years after the termination of your relationship with CSI Group, unless these become invalid due to a change in circumstance event.

(c) We shall not be liable for any losses, damages, expenses, costs (including legal costs on a full indemnity basis) or any other liabilities whatsoever (whether actual or contingent, directly or indirectly) that you and/or any joint holder(s), Underlying Principal(s), Controlling Person(s), Consenting Person(s) and/or any third party may incur or suffer arising out of or in consequence of or as a result of any actions taken by us in exercise of any of our powers and rights under this Annexure and/or in connection with out compliance with the applicable Tax Regulations or, if we make a determination based on the information and documentations provided by you as to whether or not, you, or any Underlying Principal, or joint holder, or Controlling Person and/or Consenting Person should be treated as being subject to tax, tax reporting or Withholding tax obligations and such other obligations stated under this Annexure;

(d) We may in our absolute discretion do or refrain from doing anything that we deem necessary or desirable for the purposes of ensuring compliance with the Tax Regulations and/or to prevent or remedy a breach thereof, and neither we, nor any CSI Relevant Person(s) shall be liable to you for

any claims, losses or damages arising (directly or indirectly) out of or in connection with any such action or failure to act on reasonably justifiable grounds.

(e) The amount (if any) payable by us where we and/or our Affiliates exercise our right to terminate the Account and/or Securities Account (as applicable) under this Annexure may differ from the amount payable where you surrender or terminate the Account and/or Securities Account (as applicable) pursuant to other provisions of the Terms of Business;

(f) You must obtain or, as the case may be, have obtained the requisite consent from each joint holder(s), Controlling Person, Underlying Principal and/or Consenting Person for the provision of his/her Tax Information to us and/or our Affiliates and the disclosure of any of such Tax Information by us and/or the CSI Group under this Annexure;

(g) You must inform each joint holder(s), Controlling Person, Underlying Principal and/or Consenting Person of our and/or our Affiliates' powers under this Annexure;

(h) You agree and warrant that you will provide accurate, correct and complete Account Information, Personal Information and Tax Information including any declaration of tax residency(ies) to us and/or our Affiliates under this Annexure;

(i) You agree that your obligation under this Annexure, including without limitation the obligation to provide information and Documentation to us upon request and to formally notify us promptly and in any event no later than 30 days from the date of any change in the Account Information, Personal Information and/or Tax information relating to your Account, constitutes a continuing obligation under the Terms of Business; and if the Relevant Persons including but not limited to relationship managers are made aware or become aware of any relevant change in your circumstances, we reserve the right to seek updated declarations, Documentary Evidence, or a reasonable explanation, as applicable.

(j) We and/or our Affiliates may report the Tax Information or disclose any and all information related to your Account and/or Securities Account (as applicable) to any government, or tax Competent Authority or other Intermediaries or Withholding Agents, whether before or after the exercise of a termination right under this Account and/or Securities Account (as applicable) held with us.

6.2 This Annexure, as amended and/or supplemented from time to time, shall become an integral part of all contracts, agreement and other binding arrangements which you enter into with us and shall be without prejudice, and in addition to our rights and powers under the Terms of Business governing the relationship between you and us in relation to the relevant products and/or Services.

6.3. Notwithstanding the Terms of Business that govern your relationship with us in relation to the relevant products and/or Services (including but not limited to any amendments, supplements or substitutions of such Terms of Business), we reserve the right to amend, vary, update, supplement, revise or substitute the terms and conditions of this Annexure unilaterally at any time at our sole and absolute discretion. We shall notify you of any material changes although it shall be your responsibility to ensure that you are referring to the current version of the Annexure, which will be made available on our corporate website at: https://www.clsa.com/terms-of-business/.

6.4. If all or any part of this Annexure is illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Annexure in that jurisdiction.

6.5. We and the Relevant CSI Persons are not permitted to and are unable to provide legal or tax advice to you, any Underlying Principal, joint holder, Consenting Person and/or any Controlling Person regarding this Annexure. It is therefore your and each Underlying Principal's, joint holder's, Consenting Person's and/or Controlling Person's responsibility to obtain independent professional advice from your and their respective qualified legal or tax advisers on your and their duties and obligations under this Annexure and the consequences for non-compliance thereof.

6.6. In the event of any conflict or inconsistency between any of the terms, conditions and/or provisions of this Annexure and the Terms of Business that govern your relationship with us in relation to the relevant products and/or Services, this Annexure shall prevail.

7. LIABILITY AND INDEMNITY

(a) You agree that we shall not be liable for any costs, loss, Withholding, or deductions that you, any Underlying Principal(s), joint holder(s), Consenting Person(s) and/or Controlling Person(s) may incur because of our taking any of the actions described in the above paragraphs.

(b) You agree that we shall not be liable for any costs, loss, Withholding, or deductions that you, any joint holder(s), Underlying Principal(s), Consenting Person(s) and/or Controlling Person(s) may incur because of a failure or inability to comply with the Tax Regulations on our part due to inaccurate or incomplete documentation provided by yourself, or on the part of any Intermediary

or Withholding Agent by or through which transactions with respect to your Account and/or Securities Account (as applicable) are made.

(c) You agree that we shall not be liable for any direct or indirect losses, damages, costs or expenses incurred or suffered by you or any of the Underlying Principal(s), joint holder(s), Consenting Person(s), Controlling Person(s), your Account Holders, customers or clients for or on whose behalf you hold an Account or investments in an Account maintained by us, in connection with your compliance with the Tax Regulations.

(d) Neither we, nor any Relevant CSI Person(s) will be liable for any direct or indirect losses, damages, costs or expenses incurred or suffered by you, any Underlying Principal(s), joint holder(s), Consenting Person(s) and/or Controlling Person(s) under this Annexure whatsoever (including any transaction or where we have declined to enter into a proposed transaction or by reason of any delay or change in market conditions before a transaction is effected).

(e) You shall fully indemnify and hold us harmless in respect of any liabilities, losses, damages, claims, costs and/or expenses (other than loss of profit, loss of revenue or loss of business) which may be suffered or reasonably incurred by any of the Relevant CSI Persons directly or indirectly arising out of or in connection with:

(i) any material misrepresentation, or incomplete or inaccurate or false information regarding the information referred to in **Clause 4** above;

(ii) any withdrawal of consent, agreement or waiver referred to in this Annexure on your part or on the part of any Underlying Principal(s), joint holder(s), Consenting Person(s) and/or Controlling Person(s);

(iii) any breach of any terms of this Annexure on your part or on the part of any Underlying Principal(s), joint holder(s), Consenting Person(s) and/or Controlling Person(s); or

(iv) any claims, proceedings or actions against any of the Relevant CSI Persons by any of your joint holder(s), Consenting Person(s), Controlling Person(s), Underlying Principal(s), Account Holder(s), customer(s) and/or client(s) for or on whose behalf you hold an Account or investments in an Account maintained by us in relation to any Account(s) you maintain with us or any Services we provide.

(f) Where you are opening and/or maintaining Account(s) with us and/or obtaining Services from us as nominee for any Underlying Principal, your consents, agreements and waivers in this Annexure shall be deemed to be given by you in your own capacity and on behalf of each such Underlying Principal.

MODEL 1 IGA SCHEDULE

1.1. APPLICATION

(a) The terms in this Schedule set out special provisions applicable to Accounts maintained or Services provided by CSI, its Affiliates and/or any member of the CSI Group that is located in a Model 1 IGA Jurisdiction.

(b) The terms in this Schedule apply without prejudice to the general provisions in this Annexure.

1.2. REPORTING BY CSI TO LOCAL TAX COMPETENT AUTHORITIES

(a) For Accounts identified as Reportable Accounts under applicable Tax Regulations, such CSI Entity, its Affiliates and/or any member of the CSI Group will be required to at least annually report your Account Information to the Competent Authority of the relevant Model 1 IGA Jurisdiction.

(b) Pursuant to the applicable Model 1 IGA entered into between the US Department of the Treasury and the Competent Authority of the relevant Model 1 IGA jurisdiction in which such CSI Entity, its Affiliates and/or any member of the CSI Group maintaining the Account or providing Services is located, such Competent Authority has agreed to annually produce such information to the IRS on an automatic basis. You should not hold CSI, its Affiliates and/or any member of the CSI Group responsible for any consequences to such exchange of information between the relevant Competent Authorities.

(c) CSI Group reserves the right to notify the holders of such Accounts that are reported to the local tax Competent Authority or to the IRS, at its own discretion. Such notifications are not mandated by the Tax Regulations. If you specifically request CSI to share the information to you, CSI may consider your request and agree to provide you the same.

MODEL 2 IGA SCHEDULE

1.1. APPLICATION

(a) The terms in this Schedule set out special provisions applicable to Accounts maintained or Services provided by CSI, its Affiliates and/or any member of the CSI Group that is located in a Model 2 IGA Jurisdiction.

(b) The terms in this Schedule apply without prejudice to the general provisions in this Annexure.

1.2. REPORTING BY CSI TO THE IRS

For Accounts identified as "Reportable US Accounts" under FATCA, such CSI Entity, its Affiliates and/or any member of the CSI Group will be required to annually report your Account Information to the IRS.

1.3. EFFECT OF NON-CONSENT TO DISCLOSURE BY CSI

(a) For any holders of Accounts identified as "US Accounts" under FATCA, if you do not provide your US TIN and consent to disclosure of your Account Information, such CSI Entity, its Affiliates and/or any member of the CSI Group will be required to report aggregate information about the Account and other non- consenting Account Holders to the IRS under the pooled reporting basis, and later if requested, the Account level details will be shared via the local tax Competent Authority.

(b) Such information reported under the pooled reporting format by such CSI Entity, its Affiliates and/or any member of the CSI Group under **Clause 2.1** above may give rise to a group request for specific information about your Account by the IRS to the Competent Authority of the relevant Model 2 IGA Jurisdiction in which CSI, its Affiliates and/or any member of the CSI Group maintaining the Account or providing Services is located.

(c) Pursuant to the Model 2 IGA entered into between the US Department of the Treasury and the Competent Authority of the relevant Model 2 IGA Jurisdiction in which such CSI Entity, its Affiliates and/or any member of the CSI Group maintaining the Account or providing Services is located, if the IRS makes such a group request, such CSI Entity, its Affiliates and/or any member of the CSI Group will be required to transmit your Account Information to the local tax administration in such jurisdiction and such local tax administration would be obligated to provide such information to the IRS. You should not hold CSI, its Affiliates and/or any member of the CSI Group responsible for any consequences to such exchange of information between the relevant Competent Authorities.

(d) CSI Group reserves the right to notify the holders of such Accounts that are reported to the local tax Competent Authority or to the IRS, at its own discretion. Such notifications are not mandated by the Tax Regulations. If you specifically request CSI to share the information to you, CSI may consider your request and agree to provide you the same.