



CLSA ASIA-PACIFIC TAX REGULATIONS ANNEX

1. Definitions and Interpretation

1.1. In this Tax Regulations Annex, including the Schedules hereto, capitalized terms have the meaning given to them in the "CLSA Asia-Pacific Terms of Business" (the "Terms of Business"). In addition, the following capitalized terms have the following meaning:

"Account Information" means any information in respect of, or relating to, your account or Services and includes but is not limited to:

- a. your account number, account balance or value, gross receipts and withdrawals from and payments from the account;
- b. the information referred to in Clause 4 "Agreement to Provide Information";
- c. the information collected from time to time by CLSA in respect of the account or Services; and
- d. the information referred to in a through c above in respect of any Underlying Principal.

"CRS" means (i) the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard; or (ii) any legislation of any jurisdiction giving effect to, or otherwise relating to the aforementioned Common Reporting Standard.

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

"Controlling Persons" means the natural persons who exercise 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 case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions.

"FATCA" means:

- a. sections 1471 to 1474 of the Code or any associated regulations or other official guidance;
- b. any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, 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 US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"IGA" means an intergovernmental agreement between the government of the United

States of America and the government of another jurisdiction to improve international tax compliance and to implement FATCA.

"**IRS**" means the United States Internal Revenue Service.

"**Model 1 IGA**" means an IGA based on the Model 1 IGA issued by the United States Treasury Department.

"**Model 2 IGA**" means an IGA based on the Model 2 IGA issued by the United States Treasury Department.

"**Model 1 IGA Jurisdiction**" means a jurisdiction that has entered into a Model 1 IGA with the United States Treasury Department.

"**Model 2 IGA Jurisdiction**" means a jurisdiction that has entered into a Model 2 IGA with the United States Treasury Department.

"**Model 1 IGA Schedule**" means the Model 1 IGA Schedule to this Annex.

"**Model 2 IGA Schedule**" means the Model 2 IGA Schedule to this Annex.

"**Tax Regulations**" means (i) any applicable local or foreign law, ordinance, regulation, demand, guidance, guidelines, rules, codes of practice, whether or not relating to CRS, FATCA or an IGA; (ii) any agreement between CLSA and any government or taxation authority in any jurisdiction; and including but not limited to FATCA, CRS and any agreement entered into by CLSA and any applicable IGA entered into pursuant to FATCA or CRS.

"**OCED**" means The Organisation for Economic Co-operation and Development. The OECD has developed the rules to be used by all governments participating in the CRS and these can be found on the OECD's Automatic Exchange of Information (AEOI) website: www.oecd.org/tax/automatic-exchange/

"**Underlying Principal**" means any person financially or beneficially interested in your account or payments made to your account.

1.2. This Tax Regulations Annex is referred to herein as "this Annex".

1.3. References in this Annex to "we", "us" and "our" mean, unless the context otherwise requires, CLSA and where the context requires will also include any company in the CLSA Group or other persons connected with the CLSA Group. References in this Annex to "you" include any and all beneficial owners of your account.

2. Effect on Terms of Business; Amendment

2.1. This Annex shall apply to you and any Underlying Principal, joint holder(s) and/or Controlling Persons 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 Principals, joint holder(s) and Controlling Persons. This Annex shall apply equally to any person whose compliance with the Tax Regulations is sponsored by any other person as well as the other person sponsoring such person.

2.2. If the CLSA Group member maintaining your account or providing Services is located in a Model 1 IGA Jurisdiction, the additional terms set out in the Model 1 IGA Schedule 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 Annex.

- 2.3. If the CLSA Group member maintaining your account or providing Services is located in a Model 2 IGA Jurisdiction, the additional terms set out in the Model 2 IGA Schedule 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 Annex.
- 2.4. This Annex is legally binding and governs the manner in which we may provide you, any of your joint holder(s) and/or Underlying Principal with Services. The provisions of this Annex take effect upon 1 Jan2017.
- 2.5. Our Terms of Business, including without limitation this Annex, 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.
- 2.6. We may amend all or part of this Annex (including, for the avoidance of doubt, this Annex) 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 Tax Regulations or any other applicable laws and regulations.

3. Consent to Disclosure by CLSA

You hereby agree to and waive, and agree to procure agreement and such waiver of any and all of any of your Underlying Principals and/or Controlling Persons, any otherwise applicable restrictions on the disclosure by us of your Account Information to any government or tax authority (whether within or outside the Governing Jurisdiction) and any other intermediary or withholding agent for the purposes of ensuring our compliance with the Tax Regulations.

4. Agreement to Provide Information

You agree:

- 4.1. To provide us with such information as we reasonably request from time to time to ensure our compliance with the Tax Regulations and to complete the relevant tax forms, withholding certificates (which may be on Form W-8, W-8BEN-E, W-8IMY or others), self-certificates and supporting documents upon our request, and to provide such information of any Underlying Principal(s), joint holder(s), and/or Controlling Persons as we may require in our sole and absolute discretion to ensure our compliance with FATCA or other the Tax Regulations;
- 4.2. References to "withholding certificates" in Clause 4.1 shall include without limitation a valid and complete participating foreign financial institution 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 to your account holders based on applicable FATCA status of such account holders, to the extent required by FATCA;
- 4.3. To update us within thirty (30) days of any changes or additions to the information stated in Clauses 4.1 and 4.2 above;
- 4.4. To complete and sign, and to procure each Underlying Principal, joint holder(s) and/or Controlling Persons to complete and sign, documents and certifications as we may reasonably require for the purposes of ensuring our compliance with the Tax Regulations;
- 4.5. To provide, and to procure each Underlying Principal, joint holder(s) and/or Controlling

Persons to provide, documentary evidence, including but not limited to government identification, jurisdiction of residence, tax identification number (TIN), third-party credit report, 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) and/or Controlling Persons upon our request.

- 4.6. That we shall have the right to (i) require you to provide, and to procure each Underlying Principal, joint holder(s) and/or Controlling Persons to provide, such information and/or sign such documents as we may reasonably require to ensure our compliance with the Tax Regulations, and (ii) disclose the information referred to in Clause 4.6(i) above to any government or tax authority and any other intermediary or withholding or reporting agent whether within or outside of the Governing Jurisdiction.
- 4.7. Your obligation under Clause 4, including without limitation the obligation to provide information and documentation to CLSA upon request and to notify CLSA promptly of any change in circumstances relating to your account, constitutes a continuing obligation under our Terms of Business.

5. Failure to Provide Information

- 5.1. If (i) you fail to do any of the items in Clauses 4.1 through 4.6 under "Agreement to Provide Information" above; or (ii) any information provided by you, any of your joint holder(s) and/or Controlling Persons under such provisions is inaccurate or not promptly updated or (iii) if we are prevented from disclosing your Account Information or the information provided by you, any of your joint holder(s) and/or Controlling Persons for whatever reason, you hereby agree and confirm your understanding that we may take one or more of the following actions:
- a. deduct or withhold from the amounts payable to you under the Terms of Business and other annexes governing your Services or account under FATCA (as applicable);
 - b. terminate your account;
 - c. discontinue providing you with any or all Services;
 - d. provide (whether before or after termination of your account and discontinuing Services) any or all of your Account Information to such government or taxation authority or authorities or any other intermediary or withholding agent (whether within or outside the Governing Jurisdiction);

as we may require in our sole and absolute discretion to ensure our compliance with the Tax Regulations.

- 5.2. You agree that CLSA may i) take any of the actions specified in Clause 5.1 a. through d. if CLSA determines that your FATCA classification or status is such that you cannot receive payments free of withholding or deduction under FATCA; and ii) take any of the actions specified in Clause 5.1 b. through d. if CLSA determines that it is necessary to do so in order to ensure our compliance with the Tax Regulations.
- 5.3. You agree that if you withdraw your agreement to our disclosing your Account Information to any government or tax authorities under "Consent to Disclosure by CLSA", for the purpose of ensuring our compliance with FATCA, we may deduct or withhold such amount from any 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 FATCA.

5.4. You agree that we may disclose your Account Information, and the information provided by the your joint holder(s) and/or the Controlling Persons to any government or tax authorities under "Consent to Disclosure by CLSA" anytime, in whatever jurisdictions, for the purpose of ensuring our compliance with the Tax Regulations.

6. Liability and Indemnity

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

6.2. You agree that we shall not be liable for any costs, loss, withholding, or deductions that you, any joint holder(s), Underlying Principals and/or Controlling Persons may incur because of a failure or inability to comply with the Tax Regulations on our part or on the part of any intermediary or withholding agent by or through which transactions with respect to your account are made.

6.3. You agree that we shall not be liable to you or to any of the Underlying Principals, joint holder(s), Controlling Persons, 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 our compliance with the Tax Regulations.

6.4. Neither we, nor any member of the CLSA Group, our directors, officers, employees or agents or those of each member of the CLSA Group (collectively, the "**Relevant CLSA Persons**") will be liable for any direct or indirect losses, damages, costs or expenses incurred or suffered by you, any Underlying Principal, joint holder(s) and/or Controlling Persons under this Annex 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).

6.5. 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 CLSA Persons directly or indirectly arising out of or in connection with: (a) any material misrepresentation, or incomplete or inaccurate or false information regarding the information referred to in Clause 4 above; (b) any withdrawal of consent, agreement or waiver referred to in this Annex on your part or on the part of any Underlying Principals, joint holder(s) and/or Controlling Persons; or (c) any breach of any terms of this Annex on your part or on the part of any Underlying Principals, joint holder(s) and/or Controlling Persons.

6.6. 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 CLSA Persons directly or indirectly arising out of or in connection with any claims, proceedings or actions against any of the Relevant CLSA Persons by any of your joint holder(s), Controlling Persons, Underlying Principals, your account holders, customers and/or clients for or on whose behalf you hold an account or investments in an account maintained by us in relation to any account(s) you maintained with us or any Services we provide.

6.7. 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 Annex shall be deemed to be given by you in your own capacity and on behalf of each such Underlying Principal.

Model 1 IGA Schedule to FATCA Annex

1. Application

- 1.1. The terms in this Schedule set out special provisions applicable to accounts maintained or Services provided by a CLSA Group entity that is located in a Model 1 IGA Jurisdiction.
- 1.2. The terms in this Schedule apply without prejudice to the general provisions in this Annex.

2. Reporting by CLSA to Local Tax Authorities

- 2.1. For accounts identified as "Reportable Accounts" under Tax Regulations, CLSA will be required to at least annually report your Account Information to the competent tax authority of the relevant Model 1 IGA Jurisdiction.
- 2.2. Pursuant to the applicable Model 1 IGA entered into between the US Treasury Department and the competent authority of the relevant Model 1 IGA jurisdiction in which the CLSA Group member maintaining the account or providing Services is located, such competent authority have agreed to annually produce such information to the IRS on an automatic basis.

Model 2 IGA Schedule to FATCA Annex

1. Application

- 1.1. The terms in this Schedule set out special provisions applicable to accounts maintained or Services provided by a CLSA Group entity that is located in a Model 2 IGA Jurisdiction.
- 1.2. The terms in this Schedule apply without prejudice to the general provisions in this Annex.

2. Effect of Non-Consent to Disclosure by CLSA

- 2.1. For any holders of accounts identified as "US Accounts" under FATCA, if you do not provide your US tax identification number and consent to disclosure of your Account Information by CLSA, CLSA will be required to report aggregate information about the account and other non-consenting account holders to the IRS.
- 2.2. Such information reported by CLSA 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 the CLSA Group member maintaining the account or providing Services is located.
- 2.3. Pursuant to the Model 2 IGA entered into between the US Treasury Department and the competent authority of the relevant Model 2 IGA Jurisdiction in which the CLSA Group member maintaining the account or providing Services is located, if the IRS makes such a group request, CLSA 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.

3. Reporting by CLSA to the IRS

- 3.1. For accounts identified as "Reportable US Accounts" under FATCA, CLSA will be required to annually report your Account Information to the IRS.