CITIC Securities (UK) – FATCA Annex

1. Definitions and Interpretation

1.1. In this FATCA Annex, including the Schedules hereto, capitalized terms have the meaning given to them in the "General Terms and Conditions of Business" (the "General Terms"). 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 Article 4 "Agreement to Provide Information"; (c) the information collected from time to time by CSI (means CITIC Securities International Company Limited ("CSI")) in respect of the account or Services; and (d) the information referred to in (a) through (c) above in respect of any Underlying Principal.

"Code" means the US Internal Revenue Code of 1986, as amended. **"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 facilitates the implementation of paragraph (a); or (c) any agreement pursuant to the implementation of paragraphs (a) or (b) 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. **"Underlying Principal"** means any person financially or beneficially interested in your account or payments made to your account.

1.2. This FATCA 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, CSI and, where the context requires, will also include any company in the CSI Group (means CSI together with all Affiliates of CSI) or other persons connected with the CSI Group. References in this Annex to "you" include any and all beneficial owners of your account.

2. Effect on General Terms; Amendment

2.1. This Annex shall apply to you and any Underlying Principal 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. This Annex shall apply equally to any person whose compliance with FATCA is sponsored by any other person as well as the other person sponsoring such person.

2.2. If the CSI 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 CSI 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 and/or your Underlying Principal with Services. The provisions of this Annex take effect upon the commencement date of FATCA and/or the effective date of the IGA.

2.5. Our General Terms, 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 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 FATCA or any other applicable laws and regulations.

3. Consent to Disclosure by CSI

You hereby agree to and waive, and agree to procure agreement and such waiver of any and all Underlying Principals, any otherwise applicable restrictions on the disclosure by us of your Account Information to any government or tax authority, whether within or outside the United Kingdom, and any other intermediary or withholding agent for the purposes of ensuring our compliance with FATCA.

4. Agreement to Provide Information

You agree to provide information, complete relevant US tax forms including Forms W-8, W-8BEN-E, W-8IMY or others upon request, provide information of any Underlying Principal as required, update CSI within thirty (30) days of any changes, complete and sign required documents and certifications, provide supporting documentary evidence, and acknowledge that these obligations constitute continuing obligations under the General Terms.

5. Failure to Provide Information

If you fail to provide required information, provide inaccurate or outdated information, or if CSI is prevented from disclosing your Account Information, CSI may deduct or withhold amounts payable to you, terminate your account, discontinue Services, and/or provide your Account Information to relevant government or taxation authorities or other intermediaries or withholding agents, as required to ensure compliance with FATCA.

You agree that CSI may take these actions if CSI determines that your FATCA classification or status is such that you cannot receive payments free of withholding or deduction under FATCA, or if you withdraw your agreement to disclosure of Account Information.

6. Liability and Indemnity

You agree that CSI, the CSI Group and their directors, officers, employees and agents shall not be liable for costs, losses, withholding, deductions, damages or expenses arising from actions taken in connection with FATCA compliance, failures or inability to comply with FATCA by CSI or any intermediary or withholding agent, or CSI's compliance with FATCA generally.

You shall fully indemnify and hold CSI harmless for liabilities, losses, damages, claims, costs and expenses arising from material misrepresentation, incomplete, inaccurate or false information, withdrawal of consent or waiver, breach of this Annex, or claims brought by Underlying Principals, account holders, customers or clients in relation to accounts maintained with CSI or Services provided by CSI.

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Model 1 IGA Schedule to FATCA Annex

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

For accounts identified as "Reportable US Accounts" under FATCA, CSI will be required to annually report your Account Information to the competent authority of the relevant Model 1 IGA Jurisdiction. Pursuant to the applicable Model 1 IGA, the competent authority has agreed to annually provide such information to the IRS on an automatic basis.

Model 2 IGA Schedule to FATCA Annex

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

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 CSI, CSI will be required to report aggregate information about the account and other nonconsenting account holders to the IRS. Such reporting 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.

If the IRS makes such a group request, CSI will be required to transmit your Account Information to the local tax administration in the relevant jurisdiction, and such local tax administration would be obligated to provide such information to the IRS. For accounts identified as "Reportable US Accounts" under FATCA, CSI will be required to annually report your Account Information to the IRS.