

Identity Disclosure Schedule

A. Disclosure Rules

1. Pursuant to clause 12.3 of the General Conditions of Business, the Client acknowledges and agrees that the trading in securities and other financial instruments in certain markets may require the Bank pursuant to applicable laws, securities regulations, stock exchanges rules and regulations or contractual obligations to disclose client confidential data ("Disclosure Rules"), including but not limited to the identity of the Client and/or the beneficial owner, to third parties, including but not limited to foreign affiliates of the Bank, stock exchanges, regulators, central depositories or courts. **The Client permits the Bank, for itself and on behalf of the beneficial owner and other affected parties, to comply with such Disclosure Rules and disclose such confidential client data. The Client waives applicable banking secrecy accordingly** and agrees to fully collaborate with the Bank in the event of such disclosure request and to provide any and all additional information and documentation the Bank may require to fulfill such disclosure obligations under applicable laws, securities regulations, stock exchanges rules and regulations or contractual obligations on behalf of the Bank and on behalf of the Client. The Client understands and accepts that these recipients will be in other countries without an adequate level of data protection and that the Bank cannot control use of the client data by such recipients, and represents to the Bank that the affected parties have been made aware of this as well.
2. This Identity Disclosure Schedule is part of and supplements the General Conditions of Business and is in addition to the provisions of any relevant account agreement or other documentation pertaining to the Bank's relationship with the Client. Unless otherwise defined in this Identity Disclosure Schedule, terms used but not defined herein have the meaning ascribed to them in the General Conditions of Business. In the event that any provision of this Identity Disclosure Schedule conflicts or is inconsistent with any provision of the General Conditions of Business or any relevant account agreement or other documentation pertaining to the Bank's relationship with the Client, this Identity Disclosure Schedule shall prevail. This Identity Disclosure Schedule shall be applicable to any transaction effected with or through the Bank or any of its affiliates.
3. Failure to comply with any of the terms of this Identity Disclosure Schedule or applicable Disclosure Rules may result in the Bank being unable to accept or conduct transactions or no longer being able to hold securities or other financial instruments for the Client's account in circumstances where the Disclosure Rules apply.

B. Countries/Markets which Have Issued Disclosure Rules

The Client takes note that the following list of countries/markets is provided for information purposes only, and that it is not, and does not purport to be, a comprehensive or exhaustive list of the countries/markets which have issued Disclosure Rules. The Client, further, takes note that the following description of the Disclosure Rules is current as of 1 April 2014. Disclosure Rules may have been amended or repealed. New Disclosure Rules may have entered into force. The Client acknowledges and agrees that the Bank will comply with any Disclosure Rule of other countries/markets or any future Disclosure Rules without further notice.

1. Hong Kong

- 1.1. As part of the Hong Kong Government's measures to strengthen Hong Kong's securities and futures markets, the Securities and Futures Commission ("SFC") and The Stock Exchange of Hong Kong Limited ("SEHK") each have introduced client identity rules (the "Rules"). The Rules, together with the existing rules of the Hong Kong Futures Exchange Limited ("HKFE"), are intended to enhance the transparency in the market and improve the market surveillance capabilities of the SFC, the SEHK and the HKFE (collectively, the "Regulators").
- 1.2. The Rules require registered persons to ascertain and record details of the identity of the ultimate beneficiary for whom the registered person is processing a transaction as well as the party who originated the instructions in relation to that transaction. Under the Rules, this information must be provided to Regulators within two business days of their request and, in certain exceptional circumstances, within a shorter time frame. The Rules apply to all registered persons and exempt securities dealers in Hong Kong and to all transactions in securities and futures contracts traded by them (as principal or agent), whether listed or traded on any exchange (including the SEHK, the HKFE or any overseas exchange) or off-exchange or otherwise in the over-the-counter markets, including derivative transactions related to any such security or futures contract. All such transactions hereinafter shall be referred to individually as a "Transaction" and collectively as the "Transactions".
- 1.3. Accordingly, in addition to and without limiting clause 12.3 of the General Conditions of Business, the Client agrees and acknowledges in connection with any Transaction for the Client's own account or for the account of clients or other persons, whether on a discretionary or non-discretionary basis and whether as agent or by entering into matching transactions as principal with the Client's clients or such other persons, the following:
 - Upon the request of any Regulator, the Bank will provide, without the Client's further consent, relevant identity, address, occupation and contact details (in so far as these are known to the Bank) of the person with the ultimate beneficial interest in the Transaction. The Bank shall also inform such Regulator of the identity, address, occupation and contact details of any other party (if different from the ultimate beneficiary and in so far as known to the Bank) who originated the instructions for the Transaction. Such information, including contact details, shall be referred to as the "Information".
 - If the Bank does not know the relevant Information, the Bank will request the Regulator to contact the Client requesting such Information of the ultimate beneficiary in, and the person who originated the instructions for, the Transaction. If the Regulator contacts the Client, whether directly or indirectly through another regulator in any other jurisdiction, the Client shall be obliged to respond promptly to such request from the Regulator.
 - If the Client is aware that any client of the Client is acting as an intermediary for its underlying client, and in the case where the Client is dealing with a counterparty or intermediary, the Client must have arrangements in place with the Client's client, the counterparty or,

as the case may be, intermediary, to ensure that Information relating to the beneficiary in, or party originating the instructions for, the Transaction is provided promptly to the Regulator on request.

- In the case of collective investment schemes, discretionary accounts or discretionary trusts, the Rules require that the name of the scheme, account or trust in lieu of the Information regarding the beneficiary be disclosed. Where discretion is overridden by any beneficiary, Information relating to such beneficiary must also be disclosed.
- If the Client is a client, counterparty or intermediary in a jurisdiction with client secrecy laws, the Client consents to disclosing the Information to the Bank. If the Client is acting for the account of clients or other persons and such secrecy laws prohibit such disclosure, the Client will procure the actual consent of the ultimate beneficiary to disclose Information and otherwise satisfy the Rules. In addition, the Client agrees to waive if the Client is client and the beneficiary to the Transaction, or if the Client is a counterparty or intermediary to procure the written waiver of the beneficiary to the protections afforded by any applicable client secrecy laws.
- If the Client is a client, counterparty or intermediary in a jurisdiction with client secrecy laws, the Client consents to disclosing the Information to the Bank, and the Client waives the benefits of the secrecy laws or, if the Client is acting for the account of clients or other persons and such client secrecy laws prohibit such disclosure without the written consent of such clients or other persons, the Client will procure the actual consent of the ultimate beneficiary to disclose Information, waive the benefits of the secrecy laws and otherwise satisfy the Rules.

2. Russia

- 2.1. In certain circumstances, Russian law requires the disclosure of information relating to the ownership of securities issued by Russian issuers (including the Russian Federation) or recorded through Russian nominees, depositaries or registrars, or issued in the form of depository receipts in respect of securities of Russian issuers (collectively, "Russian securities").
- 2.2. More specifically, if the Client holds Russian securities in the Client's Account with the Bank, then the Bank may be required contractually and/or under Russian law to disclose information relating to the Client's ownership to certain third parties ("third party service providers") through whom the Bank holds the Client's securities in Russia, including Euroclear Bank, Clearstream bank and the National Settlement Depository. The Bank may also be required to disclose such information upon request by a Russian court, regulator, tax authority or law enforcement body. This disclosure may include without limitation the details of the Client's identity, residence, holdings and legal and beneficial ownership (to the extent the Client is not deemed to be the ultimate beneficial owner), and the identity of any other persons entitled to exercise rights in respect of such securities. These third party service providers are further required contractually and/or under Russian law to disclose this information upon request to Russian nominees, depositaries, registrars, issuers, courts, regulators, tax authorities and law enforcement bodies, any of which may have the right to further disclose such information to other third parties.
- 2.3. By holding Russian securities in the Client's Account, in addition to and without limiting clause 12.3 of the General Conditions of Business, the Client agrees to provide to the Bank, upon request from time to time, any information relating to the legal or beneficial ownership of such securities, and the Client consents to the Bank's disclosure of any information in its possession in respect of such securities to third party service providers upon their request from time to time and the Client releases the Bank from all statutory or contractual secrecy obligations (including Swiss banking secrecy, securities dealers' secrecy and data protection) to the extent this is required for the above mentioned purpose.

3. Other Countries/Markets

The Client takes note that countries/markets other than Hong Kong and Russia may have issued Disclosure Rules. The Client acknowledges and agrees that the Bank will comply with any Disclosure Rules of other countries/markets without further notice.

C. Written Instructions to Not Trade in Certain Countries/Markets

1. If the Client does not wish to trade securities or other financial instruments in countries/markets which have issued Disclosure Rules, the Client shall issue a written instruction to the Bank.
2. If the Client has any questions about this Identity Disclosure Schedule, in particular about the trading in countries/markets which have issued Disclosure Rules, the Client shall contact the respective Private Wealth Management team.