

Dear Sirs

I am/We are interested in subscribing to the units or shares in the funds (“Funds”) offered or distributed by JPMorgan Funds (Asia) Limited in Hong Kong Special Administrative Region (“HKSAR”) from time to time and request that you provide me/us with the necessary documentation to enable me/us to make the subscription application.

I/We confirm that any information or document provided to me/us in relation to the Funds are solely at my/our own request. I/We confirm that, unless specifically requested by me/us, at no time have I/we been subject to any marketing or sales effort in connection with the Funds.

I/We fully understand that currently the Funds have not been authorized or registered with the regulatory authority for sale to the public in any jurisdiction other than HKSAR or any other jurisdictions as may be notified by JPMorgan Funds (Asia) Limited from time to time (“Authorised Jurisdictions”). I/We have informed myself/ourselves as to the possible legal, tax, foreign exchange and other requirements and consequences concerning my/our proposed investment in each Fund. I/We acknowledge that the laws in my/our local jurisdiction could result in my/our investing in the Funds having adverse legal, tax or other consequences. I/We confirm that I/we have read and understood and agree to all relevant terms and conditions (including the applicable and most up to date offering documents) relating to my/our subscription/redemption/switching into/from the Funds; and by subscribing the Funds I/we observe fully the applicable laws and regulations of all relevant jurisdictions.

I/We acknowledge that as I am/we are residing in a jurisdiction where the relevant Fund has not been authorised or registered with the relevant regulatory authority for sale to the public, the level of service you are able to provide to me/us is limited, including my/our inability to receive any on-going marketing materials with regard to the relevant Fund. To the extent that any documents or materials that I/we obtain may contain information relating to collective investment schemes other than the Funds, it shall not constitute and shall not be construed as constituting an offer of these collective investment schemes.

Unless waived by you, I/we agree that all subscription money will only be remitted from, and you will only release redemption money to, my/our bank account(s)<sup>1</sup> that is registered under my/our own name(s).

I/We also specifically request JPMorgan Funds (Asia) Limited to provide me/us with an electronic trading privilege and will set up a standing payment instruction (“SPI”) for my/our accounts (“Accounts”) opened with you that is linked to a bank account<sup>1</sup> that is registered under my/our own name(s). Should I/we subsequently terminate such SPI, I/we accept that you may, at your absolute discretion, terminate my/our electronic trading privilege (that is my/our ability to subscribe, switch and/or redeem into/from the Funds electronically) or

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<sup>1</sup> Due to the foreign exchange control policies of and repatriation restrictions imposed by the government of the People's Republic of China (“PRC”), such bank account shall not be an account onshore in the PRC.

suspend remittance of redemption proceeds unless to a bank account<sup>1</sup> that is registered under my/our own name(s).

I/We agree to submit such other documentation and/or provide such further representations, warranties, confirmation and declarations in respect of my/our application for and/or holding of shares/units of the relevant Fund as may be required by you, the manager of the Funds, any government, regulatory authorities or otherwise from time to time. Should I/we become unable to provide such documentation or representations, warranties, confirmation and declarations within a reasonable period of time, or should applicable laws and regulations change after the date of this letter, or should circumstances change after the date of this letter such that you are unable to continue to provide services to me/us or to maintain my/our Accounts opened with you or you reasonably determine that my/our holdings in the Funds might be prejudicial to the interests of other investors in the Funds, I/we agree and accept that you reserve the right to take any action as you deem necessary without prior notice to or approval from me/us, including but not limited to the right to compulsorily redeem my/our holdings in the Funds and then automatically subscribe such redemption proceeds into a money market fund offered by you and/or close the Accounts.

I/We accept that due to my/our current jurisdiction of residence, the funds available to me/us for subscription (including switch-in and reinvestment of fund distributions) may be limited. I/We acknowledge that persons resident in certain jurisdictions may have restrictions imposed on, or be prohibited from, investing in certain funds. I/We acknowledge that you have no obligation to make, and have not made any, inquiries as to whether any restrictions apply to me/us in respect of my/our current jurisdiction of residence. I/We acknowledge that any such restrictions may be revised from time to time. I/We understand that you reserve the right to accept or reject, in your sole discretion, any subscription (including switching into funds and reinvestment of fund distributions) application relating to any Fund. I/We agree that if subsequent to my/our investment, you determine that I am/we are restricted from investing in the relevant Fund due to my/our current jurisdiction of residence, you may take any action as you deem necessary as specified in the above paragraph.

I/We agree that should my/our holdings of any Funds be compulsorily redeemed or the Accounts be closed for any reasons, I/we shall be solely responsible for all legal, regulatory and tax consequences, investment losses, consequences of market conditions or other unfavourable outcome. In such event, I/we shall have no recourse to and shall not claim against you, your affiliates, the relevant service providers to the Funds, and the respective directors, employees, officers and agents of the aforementioned persons (together, "Indemnified Persons").

I/We will indemnify each of the Indemnified Persons against any loss, liabilities, costs or expenses resulting from any mis-statement, misrepresentation or breach of warranty made by me/us in connection with any dealing in any shares/units of the relevant Fund.

I/We confirm that the above declarations are and remain true and correct on each occasion upon me/us placing any instructions. I/We agree to inform you immediately if I/we become aware that any of the declarations above is no longer valid.

In the event of any conflict between the terms of this letter and the Master Account application form, the terms of this letter shall prevail.

In the case of joint Account holders, this letter may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same document. This letter shall be governed by and construed in accordance with the laws of England.

Yours faithfully

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Signature of 1st Applicant

Name (please print):

Contact number:

Date:

MasterAccount Number(s):

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Signature of 2nd Applicant

Name (please print):

Contact number:

Date:

敬啟者：

本人／我們有意認購摩根基金（亞洲）有限公司在香港特別行政區（「香港特區」）不時提呈發售或分銷的基金（「該等基金」）的單位或股份，並請貴公司提供必要的文件，以便本人／我們提出認購申請。

本人／我們確認，本人／我們獲提供的與該等基金有關的任何資料或文件完全是應本人／我們的要求所提供。本人／我們確認，除非本人／我們特別要求，本人／我們於任何時候均未受到與該等基金有關的任何營銷或銷售行為的影響。

本人／我們完全明白，目前該等基金尚未獲得香港特區或摩根基金（亞洲）有限公司可能不時通知的任何其他司法管轄區（「認可司法管轄區」）以外之監管機構的認可或登記，以於該等司法管轄區向公眾銷售。本人／我們已了解有關本人／我們擬投資各基金可能產生的法律、稅務、外匯及其他要求及後果。本人／我們明白，本人／我們本地司法管轄區的法律可能會導致本人／我們投資該等基金產生不利法律、稅務或其他後果。本人／我們確認，本人／我們已閱讀及理解並同意所有涉及本人／我們認購／贖回／轉入／轉出該等基金的相關條款及條件（包括適用及最新銷售文件）；以及藉認購該等基金，本人／我們須完全遵守所有相關司法管轄區的適用法律及規例。

本人／我們明白，由於在本人／我們所居住的司法管轄區內，相關基金尚未獲得相關監管機構的認可或登記以向公眾銷售，貴公司能夠向本人／我們提供的服務有限，包括本人／我們無法收到任何相關基金的營銷資料。倘若本人／我們獲得的任何文件或資料可能包含與該等基金以外的集體投資計劃相關的資料，該等文件或資料不應構成亦不應被詮釋為構成該等集體投資計劃的要約。

本人／我們同意所有認購款項只能從登記於本人／我們自身名下的銀行賬戶<sup>1</sup>中匯出，而貴公司亦只能將贖回款項轉付至登記於本人／我們自身名下的銀行賬戶<sup>1</sup>，除非獲貴公司豁免則作別論。

本人／我們亦特別要求摩根基金（亞洲）有限公司向本人／我們提供電子交易特權，並將為本人／我們在貴公司開立的賬戶（「該等賬戶」）設置常行收款指示（「常行指示」），常行指示與登記於本人／我們自身名下的某個銀行賬戶<sup>1</sup>連結。倘本人／我們隨後終止該常行指示，本人／我們同意貴公司以絕對酌情權終止本人／我們的電子交易特權（即本人／我們能夠以電子方式認購、轉換及／或贖入／贖出基金）或暫停轉付贖回款項，除非是轉付至登記於本人／我們自身名下的銀行賬戶<sup>1</sup>。

本人／我們同意，根據貴公司、該等基金的經理人、任何政府、監管機構或其他機構可能不時提出的要求，提交有關其他文件及／或提供有關本人／我們申請及／或持有相關基金的股份／單位的進一步陳述、保證、確認及聲明。倘若本人／我們無法在合理的時間內提供此類文件或陳述、保證、確認及聲明，或適用法律及規例在本函件日期後變更，或有關情況在本函件日期後發生變化，致使貴公司無法繼續向本人／我們提供服務或維持本人／我們在貴公司開立的該

<sup>1</sup> 由於中華人民共和國（「中國」）政府的外匯管制政策及匯出利潤限制，該銀行賬戶不得為中國境內賬戶。

等賬戶，或貴公司合理地確定本人／我們於該等基金中持有的股份／單位可能會損害該等基金的其他投資者的利益，本人／我們同意並接受貴公司在未事先通知本人／我們或獲得本人／我們批准的情況下，保留採取貴公司認為必要的任何行動的權利，包括但不限於強制性贖回本人／我們於該等基金中持有的股份／單位，然後自動將該等贖回款項用於認購貴公司發售的某隻貨幣市場基金，及／或關閉該等賬戶。

本人／我們明白，因本人／我們現時居住的司法管轄區所限，本人／我們可以認購（包括基金分派款項的轉入及再投資）的基金可能有限。本人／我們明白，居住於某些司法管轄區的人士可能在投資某些基金時受到限制或被禁止投資。本人／我們確認，貴公司沒有義務就本人／我們現時居住的司法管轄區對本人／我們是否有任何限制作出任何調查，且貴公司亦並無進行這樣的調查。本人／我們明白，任何此類限制可能會不時修訂。本人／我們了解，貴公司有權自行決定接受或拒絕與任何基金有關的任何認購（包括轉入及基金分派款項的再投資）申請。本人／我們同意，倘本人／我們作出投資之後，貴公司釐定本人／我們因現時居住的司法管轄區而被限制投資相關基金，貴公司可以採取上段所述貴公司認為必要的任何行動。

本人／我們同意，倘若本人／我們於任何該等基金中持有的股份／單位因任何原因被強制贖回，或該等賬戶因任何原因被關閉，本人／我們將對所有法律、監管及稅務後果、投資損失、市況後果或其他不利後果全權負責。在此情況下，本人／我們不得向貴公司、貴公司的聯屬公司、基金的相關服務供應商以及上述人士各自的董事、僱員、高級職員及代理人（統稱「獲彌償人士」）追索或申索。

對於因本人／我們就相關基金的任何股份／單位的任何交易所作出之任何錯誤陳述、失實陳述或違反保證而導致的任何損失、法律責任、成本或開支，本人／我們將彌償每一位獲彌償人士。

本人／我們確認，上述聲明在本人／我們每次發出任何指示時均屬及保持真實及正確。本人／我們同意，倘本人／我們發現上述任何聲明不再有效，將立即通知貴公司。

倘本函件與「綜合理財賬戶」申請表格的條款有任何衝突，概以本函件的條款為準。

如屬聯名賬戶持有人，本函件可簽立多份副本，每份副本均構成一份正本，但所有副本共同構成同一份文件。本函件受英國法律管轄，並依英國法律解釋。

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第一申請人簽署

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第二申請人簽署

姓名(正楷)：

姓名(正楷)：

聯絡電話：

聯絡電話：

日期：

日期：

綜合理財賬戶號碼：