MasterAccount Application Form (For Professional Institutional Clients)

IMPORTANT: ● Please read the attached Terms and Conditions carefully before completing this Application Form, paying special attention to the risk statements. ● Please complete this form in block capitals using black ink. ● For MasterAccount opening, applicant must also complete and submit a relevant Tax Certification Form and other documentation as appropriate. ● Please return the completed Application Form with other required documentation to JPMorgan Funds (Asia) Limited, GPO Box 11448, Hong Kong. ● If you have any questions, please contact us or seek independent advice. Our contact details are set out in the "Contact Us" section below.

Kong. ● If you have any questions, plea	ase contact us or seek independent advice. Our co	ontact details	are se	t out in	the "C	ontact Us	" section	below.			
(1) APPLICANT DETAILS		(2) PR	REFER	RED S	TATEM	ENT CUF	RRENCY	(Tick one	only)		
□Company		If no othe	er curre	ency is	selecte	d, staten	nents will	be prepa	ared in US	3D.	
\square Pension Scheme $^{\#}$ (Corporate Truste	e / Individual Trustee+)	AUD	CAD	CN		JR GB) JPY	NZD	SGD	USD
□Trust / Fund					L			Ш		Ш	
☐ Others, please specify		(3) PR	REFERI	RED L	ANGUA	GE (Tick	one only)				
Applicant Name (as shown in the Certificate	of Incorporation / HKID / Passport)	If no sele					ENGLI			CHINE	ESE
		all corres	sponde	ence wi	ll be in	English.					
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Nature of Business											eld in the
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Place of Incorporation		_		_		-		-		-	e required of the said
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Business Address‡ (if different from the abo	ove)	Bank Add	droop								
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Email	IAXTIO	A/C Curre	ency N	/lulticur	rency (i	ncl CNY)*	Multic	urrency (e	excl CNY)*	* AUD	CAD
# Please complete also the Appendix pag	ge at the end of this Application Form.			CNY^	EUR	GBP	HKD	JPY	NZD	SGD	USD
+ Please delete where appropriate.											
[‡] This address will be used for registration related correspondence.	on of Unit/Share Holding and sending of account		_	,	-	-		st be pro	vided for	telegraph	nic transfer
,	to bank accounts in European countries. ^ Redemption proceeds and distribution payments from JPMAM (China) Fund Range may										
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receipt of payments in the relevant currency(ies).

RMB payment.

Please make sure that your multicurrency account can be used for RMB settlement, otherwise your settlement on RMB funds may be delayed or it may be settled in another currency by your bank. Alternatively, you can directly add a RMB account for receiving

HK Institutional (PI) 04/2023

(5) DECLARATION AND SIGNATURES

- I/We have received, read and understood the attached MasterAccount Terms and Conditions ("Terms") provided to me in English, including the provisions relating to Legal and Tax Implications and the Risk Statements, and I/we agree to be bound by and held subject to them.
- I/We shall make our own independent decisions whether to subscribe units/ shares in any fund/share class acting upon our own judgment and such independent advice as I/we consider appropriate and having read and understood the Hong Kong explanatory memorandum or offering document (or equivalent) for the relevant fund/investment company. In particular, I/we acknowledge that there are special risks involved with investment in any hedge fund and if I/we decide to invest in any hedge fund, I/we shall only do so if I/ $\,$ we have read and fully understood the risks set out in the relevant Hong Kong explanatory memorandum or offering document (or equivalent).
- I/We acknowledge that the charges and the basis of payment in relation to each fund/share class are set out in the Hong Kong explanatory memorandum or offering document (or equivalent) for the relevant fund/investment company.
- I am/We are over 18 years of age, and am/are not US persons, residents in or citizens of the United States of America.
- I am/We are not prohibited or restricted by any applicable securities or other laws or regulations from subscribing, holding or redeeming any units/shares in any funds/share classes or from receiving this Application Form and any Hong Kong explanatory memorandum or offering document (or equivalent).
- In relation to each transaction, I am/we are in compliance with all laws and regulations applicable to me/us (including but not limited to the requirement of any governmental or other consents or need to observe any formalities to enable me/us to enter into such transaction).
- I am/We are and will be acting as principal.
- A corporation should affix its company stamp or seal, if any. I am/We are duly authorised to execute and deliver this MasterAccount agreement and undertake transactions on behalf of the corporation. The corporation has the power and capacity to enter, and has taken all corporate and other actions to authorise its entry, into this MasterAccount agreement and undertake transactions hereunder and its obligations hereunder are valid and binding. The corporation is neither (i) organised or incorporated under the laws of the United States of America, nor (ii) formed by US persons, residents in or citizens of the United States of America principally for the purposes of investing in securities not registered under the Securities Act of 1933 of the United States of America. Enclosed with this Application Form are certified true copies of • a list of authorised signatories with identification information** and documents • a list of directors • a list of beneficial owners with identification information** and documents • a Board Resolution approving entry into this MasterAccount agreement and transaction hereunder • Memorandum and Articles of Association, Certificate of Incorporation and Business Registration Certificate (where applicable) · Ownership and control structure · Company search report/certificate of incumbency issued within last 6 months and certified by a company registry or a professional third party • Other documents as may be requested for account opening.
 - ## including full name, date of birth, identity document type and number, nationality and beneficial owner(s)' residential address

I/We have read and understood the following disclosure made by JPMorgan Funds (Asia) Limited:

- Each of JPMorgan Funds (Asia) Limited ("JPMFAL") and JPMorgan Asset Management (Asia Pacific) Limited ("JPMAMAPL") is licensed by the Hong Kong Securities and Futures Commission ("SFC"), JPMFAL/JPMAMAPL acts as manager, or as agent for the relevant manager, for each fund. All of the funds distributed by JPMFAL are managed by JPMFAL, other associated entities within the JPMorgan Chase & Co. group, and/or other entities in which the JPMorgan Chase & Co. group holds interests. In distributing these funds, JPMFAL is NOT an independent intermediary because:
 - 1. JPMFAL is, or has close links or other legal or economic relationships with, the issuers of the funds that it may distribute to you; and
 - 2. With respect to the funds for which entities other than JPMFAL act as manager,
 - (a) JPMFAL receive fees, commissions, or other monetary or non-monetary benefits from other parties (which may include the fund issuers) in relation to the distribution of the funds to you.

JPMFAL Staff Declaration: I am employed by JPMFAL and am licensed/registered with the Securities and Futures Commission in Hong Kong. I confirm that I have provided the applicant with a copy of the Terms, including the Risk Statements. I have specifically invited the applicant to read the Terms (and, in particular, the said Statements), to ask questions and to take independent advice if the applicant wishes. Signature of JPMFAL staff member Name CE Number Date

- (b) JPMFAL may act as the Hong Kong Representative or registrar, transfer agent and administrator of the funds, and may receive remuneration from the fund issuers and trustee for acting in such capacities.
- I/We understand that all investment involves risk and that the decision to invest is mine/ours. I/We have read and understood the relevant Offering Documents for the chosen investment and the associated risk factors. I/We confirm that I/ we consider the above investment is suitable for me/us and is consistent with my/our investment objectives, even though my/our resulting portfolio risk may be greater than my/our risk preference (where applicable, as indicated on my/ our latest financial health check).
- In particular, I/we understand that investment in a currency hedged share class poses additional risks especially where my/our base currency of investment does not match the relevant currency of the hedged share class. I/We understand that any conversion of my/our base currency of investment to invest in a currency hedged share class may lead to additional exposure to currency exchange rate risks and greater losses. I/We have sought independent financial advice where necessary.
- · I/We shall promptly notify JPMorgan Funds (Asia) Limited in the event of any material change to the information provided in this Application Form and other information provided by me/us from time to time.
- I/We declare that I am/we are not currently an employee or director of a SFC licensee or registered person/institution, otherwise I/we understand that I am/ we are required to provide to JPMFAL written consent(s) from my/our employer(s) before I/we can open and operate any MasterAccount. I/We shall promptly notify JPMFAL if I/we become or cease to be an employee or director of a SFC licensee or registered person/institution.

Direct Marketing

ting use/transfer, as stated in ind such use/transfer of your our objection before signing it tick the relevant box(es), by the Parties may use/transfer g purposes.
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, including in particular the ris sk Statements and Suitability) Morgan Funds (Asia) Limited (th Us" section below) and/or tak
 Date
ation Form is made by the

Name

Date

Signature or corporate seal of certifier

Position/Registration status

THIRD PARTY CERTIFICATION

Where the applicant(s) do(es) not execute this Application Form in the presence of a JPMFAL employee, an appropriate and independent certifier as listed below must witness the applicant(s)' execution of this Application Form and complete the above Third Party Certification.

Further, the copies of the identification documents and documents specified in the "Declaration and Signatures" section above to be submitted together with this Application Form must also be certified by any of the below listed appropriate and independent certifiers. The certifier must have sighted the original documents and certify each of such documents by including his/her full name, position/capacity, practicing status (where applicable), date of certification, signature and statement that the document is a true copy of the original (or words to a similar effect).

Please note that the certifier should be independent, i.e. the copy documents self-certified by the customer will not be accepted. However, for corporate applicants, it is acceptable for the copy documents to be certified by a professional person, who is employed by the applicant and is subject to the professional conduct requirements of a relevant professional body, and has certified the copy documents in his/her professional capacity.

The following are appropriate certifiers:

- (i) a professional person (including a lawyer, a certified public accountant, a notary public and a chartered secretary (i.e. a current full member of The Chartered Governance Institute));
- (ii) a financial institution (that is registered/licensed/regulated by the Monetary Authority, the Securities and Futures Commission or the Insurance Authority in Hong Kong or authorities or regulatory bodies in an equivalent jurisdiction*);
- (iii) a trust or company service provider (that is a TCSP licensee in Hong Kong or a trust or company service provider practising or carrying on trust business in an equivalent jurisdiction*);
- (iv) a Justice of the Peace;
- (v) a member of the judiciary in an equivalent jurisdiction*; or
- (vi) an officer of an embassy, consulate or high commission of the country of issue of documentary verification of identity.
- * Equivalent jurisdiction means a jurisdiction that is a member of the Financial Action Task Force, other than Hong Kong.

DEALING INFORMATION

- Investment Minimum The minimum initial Lump sum investment in most funds/share classes is USD2,000. Exceptions: USD5,000 for JPMorgan Evergreen Fund, RMB100 for JPMAM (China) Fund Range*. RMB16,000 for other RMB denominated funds/share classes or such other funds/share classes as may be specified by JPMorgan Funds (Asia) Limited. For JPMorgan SAR Funds, please refer to the Explanatory Memorandum of JPMorgan SAR Funds.
- Dealing Days Normal dealing days are from Monday to Friday, except when banks in Hong Kong are closed and when a fund has a significant holding in a market that is closed (e.g. for a local holiday).
- Deal Processing -

For equity and bond funds: Your order will be processed at that day's closing price provided all relevant documents/proof of payments are received before the dealing deadline.

For JPMorgan Money Fund - HK\$ and JPMorgan Funds - US Dollar Money Market VNAV Fund: Your order will be processed on the dealing day on which we have received confirmation from our bank that your payment has been cleared.

A Contract Note will be issued upon completion of the deal.

* The subscription payment for JPMAM (China) Fund Range must be settled in RMB.

HOW TO MAKE PAYMENT

Telegraphic & Bank Transfers Telegraphic and Bank Transfers should be remitted to the relevant account below. A copy of the bank's validated receipt, clearly showing the value date, currency/amount, beneficiary account, remitting bank and the name of MasterAccount holder and/or MasterAccount number must be sent together with this application.

Payment by third parties and direct deposits of cash or cheques will not be accepted.

BANK TRANSFER INFORMATION (FOR SUBSCRIPTION TO FUNDS OTHER THAN JPMORGAN SAR FUNDS)

AUD	Bank Name: Swift Code: Account Name: Account No.:	JPMorgan Chase Bank N.A. Level 34, AAP Centre, 259 George Street, Sydney NSW 2000, Australia CHASAU2X JPMorgan Funds (Asia) Ltd - Client Monies 0010067030	HKD	Swift Code:	JPMorgan Chase Bank, N.A. 16th Floor, Tower 2, The Quayside, 77 Hoi Bun Road, Kwun Tong, Hong Kong CHASHKHH JPMorgan Funds (Asia) Ltd - Client Monies 6891920008
CAD	Bank Name: Swift Code: Clearing Code: Account Name: Account No.: Correspondent Bank: Correspondent Bank SWIFT BIO	JPMorgan Chase Bank, N.A. Suite 4500, TD Bank Tower, 66 Wellington Street West, Toronto, ON M5K 1E7, Canada CHASCATTCTS 027000012 JPMorgan Funds (Asia) Ltd - Client Monies 4683000150 Royal Bank of Canada Toronto :ROYCCAT2	JPY	Swift Code:	JPMorgan Chase Bank, N.A. Floor 29, Tokyo Building, 2-7-3 Marunouchi, Chiyoda-Ku, Tokyo 100-6432, Japan CHASJPJT JPMorgan Funds (Asia) Ltd - Client Monies 0171458953
CNY*	Bank Name: Swift Code: Account Name: Account No.:	JPMorgan Chase Bank, N.A. 16th Floor, Tower 2, The Quayside, 77 Hoi Bun Road, Kwun Tong, Hong Kong CHASHKHH JPMorgan Funds (Asia) Ltd - Client Subscription Monies 6847920045	NZD	Swift Code: Account Name: Account No.:	JPMorgan Chase Bank, N.A., New Zealand Branch Level 13 ASB Tower, 2 Hunter Street, Wellington 6011, New Zealand CHASNZ2A JPMorgan Funds (Asia) Ltd - Client Monies 17001149 ANZ Bank New Zealand ANZBNZ22
EUR	Bank Name: Swift Code: IBAN: Account Name: Account No.:	J.P. Morgan AG Taunusturm Taunustor 1, Frankfurt AM Main, Germany 60310 CHASDEFX DE20501108006001600672 JPMorgan Funds (Asia) Ltd - Client Monies 6001600672	SGD	Swift Code:	JPMorgan Chase Bank, N.A. 88 Market Street, 24th Floor, CapitaSpring, Singapore, 048948 CHASSGSG JPMorgan Funds (Asia) Ltd - Client Monies 0111949718
GBP	Bank Name: Swift Code: IBAN: Sort Code: Account Name: Account No.:	JPMorgan Chase Bank, N.A. 25 Bank Street, Canary Wharf, London, United Kingdom E14 5JP CHASGB2L GB23CHAS60924224021301 609242 JPMorgan Funds (Asia) Ltd - Client Monies 24021301	USD	Swift Code:	JPMorgan Chase Bank, N.A. 270 Park Avenue, New York, New York 10017, USA CHASUS33 JPMorgan Funds (Asia) Ltd - Client Monies 400935872

${\tt BANK\,TRANSFER\,INFORMATION\,(FOR\,SUBSCRIPTION\,TO\,JPMORGAN\,SAR\,FUNDS)}$

HKD	Bank Name: Swift Code: Account Name: Account No.:	JPMorgan Chase Bank, N.A., Hong Kong Branch 16th Floor, Tower 2, The Quayside, 77 Hoi Bun Road, Kwun Tong, Hong Kong CHASHKHH Cititrust Limited - JPMorgan SAR Funds - Collection Account (HK) 6331717816	USD	Bank Name: Swift Code: Account Name: Account No.:	JPMorgan Chase Bank, N.A., New York 270 Park Avenue, New York, New York 10017, USA CHASUS33 Cititrust Limited - JPMorgan SAR Funds - Collection Account (Oversea) 758044544
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By order of:			

Name(s) of MasterAccount holder(s) and/or MasterAccount No.

The applicant(s) is/are responsible for any charges levied by the remitting bank or any correspondent bank.

MASTERACCOUNT TERMS AND CONDITIONS

PERSONAL DATA PRIVACY STATEMENT

The following Personal Data Privacy Statement is provided to you pursuant to the Personal Data (Privacy) Ordinance of Hong Kong ("Ordinance") in connection with your dealings with, and provision of personal data or information ("Data") to, JPMorgan Funds (Asia) Limited ("JPMFAL") or its affiliates (together "JPMorgan") from time to time. This statement forms part of the MasterAccount Terms and Conditions which governs your relationship with JPMFAL.

Collection:

- From time to time, it is necessary for you to supply JPMorgan with Data in connection with various matters such as account opening or continuations. provision of services to you or compliance with any laws or guidelines issued by regulatory or other authorities.
- The kinds of Data that may be collected includes, but is not limited to, name and address, occupation, contact details, date and country of birth, nationality, identity card, social security or national insurance numbers, country of tax residence, tax reference numbers or passport numbers, and details of financial status.
- 3. Failure to supply such Data may result in JPMorgan being unable to open an account or continue to provide services to you or unable to comply with any laws or regulations or guidelines and codes issued by regulatory or other
- It is also the case that Data is collected from you in the ordinary course of the continuation of your relationship with JPMorgan, for example, when you open an account, write cheques, transfer funds, effect transactions, attend seminars/events, participate in online activities or generally communicate verbally or in writing with JPMorgan.
- Insofar as the Data provided, or to be provided, by you to JPMorgan includes the personal data or information of individuals, you represent, warrant and undertake that you have obtained sufficient informed consent from each individual (including your employees, contractors, shareholders, authorised signatories, directors and individuals connected to all of the foregoing) to whom any such Data relates, in order for JPMorgan to comply with the Ordinance and which allows JPMorgan to collect, use, disclose, process, transfer (whether within or outside of Hong Kong) and store such information for the purposes specified in this statement, including in the circumstances described above, and will provide JPMorgan with such consent as and when requested by JPMorgan.

Purpose and Use:

- The purposes for which Data may be used will vary depending on the nature of your relationship with JPMorgan. JPMorgan intends to use your Data (including any third party Data provided by you) for any or all of the following
 - (a) the processing of an application for an account with JPMFAL including confirming and verifying your identity;
 - (b) the daily operation of your account and the services to be provided to you;
 - (c) any purpose related to the administration of the products and services offered by JPMorgan;
 - (d) researching, designing and launching financial, investment services or related products for clients:
 - (e) meeting the disclosure, reporting and compliance requirements (including but not limited to tax reporting) under any laws or regulations, codes, guidelines or internal JPMorgan compliance policies applicable to JPMorgan in Hong Kong or elsewhere:
 - (f) promoting and direct marketing of the following services and products subject to your right to object to such use:
 - i) financial planning and investment, wealth management and related services and products;
 - ii) financial, investment and educational seminars and forums;
 - iii) other financial services and products offered by JPMorgan;
 - (g) any other purpose directly related to any of the above.
- You have the right to object to the use of your Data for direct marketing purposes as set out in paragraph 1(f) above. JPMorgan will cease to use your Data for direct marketing purposes without charge if you so request.

Direct Marketing:

- JPMorgan intends to use the Data collected for direct marketing but may not so use the Data unless your consent (which includes an indication of no objection to the intended use) is received.
- Furthermore, JPMorgan intends to provide the Data collected to all or any of the transferees of a whole or any substantial part of business of any

- JPMorgan entity (the "Transferees"), service providers and related third parties (including consultants) (together with the Transferees, the "Parties") for use by them in direct marketing. However, the Data may not be so provided unless your consent (which includes an indication of no objection to the intended provision) is received.
- JPMorgan would like to use the Data collected, including but not limited to your name and contact details (such as telephone number, email address and/ or correspondence address), or provide the same to all or any of the Parties for the Parties' use, for the following direct marketing purposes through various communication means such as direct-mail, email, telephone, SMS and brochures:
 - (a) JPMorgan's and/or the Transferees' financial planning and investment, wealth management and related services and products, financial, investment and educational seminars and forums or other financial services and products offered by JPMorgan and/or the Transferees; and
 - (b) JPMorgan's and/or the Transferees' new product and service launch and other promotional offers.

Retention and Access:

- The Data collected may be maintained for such period of time required under applicable law and as otherwise needed to fulfil the purposes set out above.
- Data held by JPMorgan relating to you will be kept confidential and JPMorgan will take all reasonable measures to ensure that Data is kept secure against unauthorised access, loss, disclosure and destruction. JPMFAL may provide such information to the following parties, whether inside or outside of Hong Kong, for the purposes set out in the "Purpose and Use" section above:
 - (a) the ultimate holding company of JPMFAL, its subsidiaries, representative offices, associated companies and/or affiliates;
 - (b) the service providers of JPMFAL including the trustee, investment manager, registrar, transfer agent, the custodian, administrative service agent, and the auditor of each product offered by JPMorgan;
 - (c) any agent, contractor, subcontractor, consultant, insurer, or third party service provider who provides administrative, research, design, launch. digital or telecommunication, clearing and settlement or other services to JPMorgan in connection with the operation of its business;
 - (d) the employees, officers, directors of JPMFAL;
 - (e) any party (including but not limited to, any local or foreign governmental, tax or regulatory Authority, or court of competent jurisdiction) entitled thereto by law or regulation, or in response to a regulatory request; and
 - (f) affiliated or unaffiliated providers of outsourced or other services, and other external service providers of JPMorgan (including but not limited to printing houses, mailing houses, digital or telecommunication companies, information technology companies, data storage and infrastructure companies, cloud providers, data processing companies and storage companies) that JPMorgan engages for the purposes set out in paragraph 1(f) in the "Purpose and Use" section above.
- Please note that the Data transferred outside of Hong Kong may be subject to a lower level of protection and/or cease to be protected by any relevant banking secrecy, client confidentiality or data protection laws of Hong Kong.
- Under the Ordinance, you have the right to:
 - (a) check whether JPMorgan holds Data about you, and access to such Data;
 - (b) require JPMorgan to correct any Data relating to you which is inaccurate;
 - (c) ascertain JPMorgan's policies and practices in relation to data and to be informed of the kinds of Data held by JPMorgan; and
 - (d) object to the use of your Data for direct marketing purposes and JPMorgan shall not use your Data for direct marketing purposes after you communicate your objection to JPMorgan.

In accordance with the terms of the Ordinance, JPMFAL has the right to charge a reasonable fee for the process of any data access request.

For access to your Data held by JPMorgan, correction of such Data, objection to use of your Data for direct marketing purposes or for information regarding policies and practices and kinds of Data held, please contact:

The Data Protection Officer JPMorgan Funds (Asia) Limited 19th Floor, Chater House, 8 Connaught Road Central, Hong Kong Telephone: (852) 2265 1188 Fax: (852) 2868 5013

Nothing in this statement shall limit your rights under the Ordinance.

JPMorgan Funds (Asia) Limited ("JPMFAL") is licensed by the Hong Kong Securities and Futures Commission ("SFC") to carry out Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities as set out in Schedule 5 to the Securities and Futures Ordinance having CE registration number AAA135.

JPMorgan Asset Management (Asia Pacific) Limited ("JPMAMAPL") is licensed by the Hong Kong Securities and Futures Commission to carry out the Type 1 (dealing in securities), Type 2 (Dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts) and Type 9 (asset management) regulated activities as set out in Schedule 5 to the Securities and Futures Ordinance having CE registration number AAA121.

JPMFAL/JPMAMAPL acts as manager, or as agent for the relevant manager, for each fund. All of the funds distributed by JPMFAL are managed by JPMFAL, other associated entities within the JPMorgan Chase & Co. group, and/or other entities in which the JPMorgan Chase & Co. group holds interests. In distributing these funds, JPMFAL is NOT an independent intermediary because:

- JPMFAL is, or has close links or other legal or economic relationships with, the issuers of the funds that it may distribute to the applicant; and
- 2. With respect to the funds for which entities other than JPMFAL act as manager,
 - (a) JPMFAL receive fees, commissions, or other monetary or non-monetary benefits from other parties (which may include the fund issuers) in relation to the distribution of the funds to the applicant.
 - (b) JPMFAL may act as the Hong Kong Representative or registrar, transfer agent and administrator of the funds, and may receive remuneration from the fund issuers and trustee for acting in such capacities.

References to "Units" or "Shares" shall be to any units or shares in any fund or any investment company offered or distributed by JPMFAL/JPMAMAPL or in relation to which JPMFAL/JPMAMAPL acts as manager or agent for the manager, provided always that JPMFAL/JPMAMAPL has the right to determine from time to time at its absolute discretion without giving notice to the applicant that the units or shares in respect of any such fund or investment company shall be excluded from references to "Units" or "Shares" for the purposes of these Terms and Conditions.

By completing and delivering the MasterAccount Application Form (the "Application Form"), the applicant agrees that:-

SERVICES AND APPLICATION/REJECTION/CANCELLATION

- 1.1 Pursuant to these Terms and Conditions, JPMFAL (whether by itself or otherwise through its affiliates, agents or third party service providers) maintains the MasterAccount through which the applicant may hold, subscribe/purchase, redeem/sell, switch, transfer or otherwise deal with any Units or Shares. JPMFAL/JPMAMAPL is entitled to:-
 - (a) reject any Application Form or any instruction which is not completed in full and delivered together with payment and any documents required by JPMFAL/JPMAMAPL from time to time or defer issue of any relevant Units or Shares pending receipt of duly completed instructions, payment and all the requested documents;
 - (b) cancel any Units or Shares if payment in full in cleared funds for the relevant Units or Shares or any requested documents shall not have been received within 3 Hong Kong Business Days from but excluding the relevant dealing day on which the Units or Shares were issued and, in the case of any failure to make such payment, require the applicant to pay the difference between the prices at which the relevant Units or Shares were issued and subsequently redeemed, plus any applicable charges, as determined in accordance with the relevant constitutional documents and/or offering documents;
 - in its absolute discretion (without giving reasons) reject in whole or part any application for subscription or switching and/or suspend the operation of the MasterAccount; and
 - in its absolute discretion (without giving reasons) apply such charges as revised from time to time.
- 1.2 Any MasterAccount which has been inactive for at least two years and with no holdings will be permanently closed without notice.

NOMINEE

- 2.1 The applicant authorises and instructs JPMFAL as its agent to appoint, at JPMFAL's absolute discretion, one or more nominees ("Nominee") to hold in the Nominee's name any Units or Shares held in the applicant's name and/or for which the applicant may subscribe and to deal with any dividends or other entitlements in respect of those Units or Shares in accordance with paragraph 2.4(c). JPMFAL has absolute discretion to use entities within the JPMorgan Chase & Co. group or persons unrelated to JPMFAL as Nominees. The applicant further authorises JPMFAL as its agent to give instructions on its behalf to the trustee, registrar, transfer agent, custodian, administrative service agent of the funds and any other service providers to effect the transfer of the applicant's Units and Shares to and/or between any Nominees at JPMFAL's absolute discretion.
- 2.2 The applicant agrees to be bound by the terms and conditions of the Nominee Agreement entered into between the Nominee and JPMFAL (as amended

- from time to time, "Nominee Agreement") in respect of any and all matters concerning any Units or Shares which the applicant may subscribe or hold, and which are held or to be held, by the Nominee. A copy of the Nominee Agreement is available for inspection during normal office hours at the offices of JPMFAL at the address shown under the "Contact Us" section of the Application Form.
- 2.3 The applicant agrees that JPMFAL has the right at any time at its absolute discretion, upon giving the applicant not less than 10 calendar days notice in writing, to require the Nominee to transfer any Units or Shares then held in the name of the Nominee for the account of the applicant directly into the name of the applicant.
- The applicant agrees that JPMFAL acting as its agent may: (a) on the applicant's instructions, or otherwise in accordance with these Terms and Conditions or applicable laws and regulations, place any orders for the sale or purchase of Units or Shares held or to be held (i) by the Nominee for the account of the applicant or (ii) directly by the applicant; (b) without further instructions from the applicant, deal with the conversion of any such Units or Shares, whether pursuant to their terms or pursuant to any plan of merger, consolidation, reorganisation, recapitalisation or readjustment or otherwise (but only to the extent that this would not involve any transfer of or other such dealing with the Units or Shares); and (c) without further instruction from the applicant, direct the Nominee or investment company to procure that, or cause, any dividends or other entitlements or redemption proceeds payable in respect of any such Units or Shares to be paid directly to JPMFAL on behalf of the applicant. Any such dividends or proceeds will be applied by JPMFAL in accordance with the Securities and Futures (Client Money) Rules.
- 2.5 The applicant agrees that, subject to paragraph 2.3, instructions in connection with any Units or Shares held by the Nominee for the applicant's account will be given to the Nominee by JPMFAL acting as agent for the applicant. JPMFAL (and JPMFAL shall procure that the Nominee) shall act on any instructions received by JPMFAL from the applicant, provided that JPMFAL receives sufficient notice to enable it to so act or to so procure that the Nominee shall so act (the sufficiency of such notice to be determined, in its absolute discretion, by JPMFAL).
- 2.6 Instructions referred to in paragraph 2.5 include instructions relating to attendance at meetings or voting in respect of any such Units or Shares or as regards any merger, consolidation, reorganisation, receivership, bankruptcy or insolvency proceedings, compromise or arrangement or the deposit of any such Units or Shares but, other than as provided in paragraph 2.5, neither JPMFAL nor the Nominee will have any duty or responsibility in respect thereof nor will either of them be under any duty to investigate or participate therein or to take any affirmative action in connection therewith.
- 2.7 The applicant may terminate the MasterAccount agreement by giving JPMFAL/ JPMAMAPL not less than ten calendar days' written notice. Upon any such termination, the applicant will be deemed to have given JPMFAL instructions to cause at JPMFAL's absolute discretion any Units or Shares then held by the Nominee for the account of the applicant (a) to be redeemed on the day upon which that notice is received by JPMFAL/JPMAMAPL or, if that day is not a dealing day or if that notice is received after the latest time for dealing as specified in the relevant offering document, on the next dealing day ("Effective Date") and for the redemption proceeds thereof to be remitted to the applicant or (b) to be transferred by the Nominee on the Effective Date directly to the applicant.
- 2.8 If the applicant is at any time in breach of these Terms and Conditions, JPMFAL may at any time whilst that breach is continuing by notice in writing immediately terminate its agency hereunder and cause all or any Units or Shares then held by the Nominee for the account of the applicant to be redeemed and the redemption proceeds thereof to be remitted to the applicant.
- 2.9 JPMFAL may from time to time at its absolute discretion use one or more Nominees in different jurisdictions, transfer all or part of the ownership or control of any Nominees, and transfer the applicant's Units or Shares to and/ or between such Nominees.

SCHEME REPRESENTATIVE (FOR AN APPLICANT IN RELATION TO A PENSION SCHEME ONLY)

- Notwithstanding the presence of any other representatives of or participants in the Pension Scheme named in Section A of this Application Form ("Scheme") (including without limitation, the Employer and the Administrator respectively named in Appendix to this Application Form (each an "Other Scheme Representative")), JPMFAL/JPMAMAPL is entitled to process any instructions received from the applicant as the trustee or investment manager (as the case may be) of the Scheme without further reference to the Other Scheme Representatives.
- 3.2 Throughout the existence of this MasterAccount, the applicant is the Other Scheme Representatives' agent acting as trustee or investment manager (as the case may be) for the account of the Scheme. JPMFAL/JPMAMAPL shall not be responsible for the actions, omissions, validity or authority of instructions received from the applicant for the account of the Scheme and whether such instructions are within the power of the applicant. The applicant shall have

no right, and undertakes not to make any claim, against any of JPMFAL/ JPMAMAPL, the Nominee and any relevant fund or investment company and any of their respective agents in relation to such instructions.

TERMS AND CONDITIONS

For each transaction, the applicant will be bound by these Terms and Conditions, the Hong Kong explanatory memorandum or offering document (or equivalent) for the relevant fund or investment company, the terms of the constitutive documents of the relevant fund or investment company and the Nominee Agreement, in each case as amended from time to time.

INSTRUCTIONS/VOICE RECORDINGS

- All instructions given or purported to be given by the applicant or otherwise notified to JPMFAL/JPMAMAPL in writing as authorised to give instructions for the operation of the MasterAccount are binding on the applicant. JPMFAL/ JPMAMAPL shall not have any obligation to authenticate any such instructions or verify the identity or authority of any person giving or purporting to give such instructions. JPMFAL/JPMAMAPL shall not be held responsible to the applicant or any other person for the fraudulent use by any third party of the signature of the applicant, whether such signature be authentic or forged.
- Without prejudice to any other provisions contained herein, JPMFAL/JPMAMAPL may at its option carry out any authentication procedures that it considers appropriate to verify, confirm or clarify the applicant's payment instructions. Where it has not been possible to complete any authentication procedures to its satisfaction, JPMFAL/JPMAMAPL may at its discretion delay the processing of payment instructions, until authentication procedures have been satisfied, to a date later than the envisaged payment date. If JPMFAL/JPMAMAPL is not satisfied with any verification or confirmation, it may decline to execute the relevant instruction until satisfaction is obtained. Neither JPMFAL/ JPMAMAPL nor the Nominee shall be held responsible to the applicant or any other person if it delays execution or declines to execute instructions in these
- The applicant agrees that JPMFAL/JPMAMAPL may use voice recording procedures that can be used as evidence of the instructions or communications so recorded.

STATEMENTS/CONTRACT NOTES/DOCUMENTS

- Contract notes, transfer advice, statements, cheques and other documents will be sent manually or electronically at JPMFAL's absolute discretion and at the risk of the applicant to the applicant's address (postal or e-mail) or number as detailed in the Application Form. The applicant shall promptly notify JPMFAL of any change of postal or email address in writing or by other means as accepted by JPMFAL and any such change shall be effective on such date as may be specified by JPMFAL from time to time following receipt by JPMFAL of such notice. Contract notes, transfer advice, statements, cheques and other documents sent to the applicant's last known address (postal or e-mail), will be deemed to have been duly delivered to the applicant.
- If the applicant does not notify JPMFAL in writing of non-receipt of any contract notes within 7 calendar days of the relevant dealing day, the transactions will be deemed to be binding on the applicant.
- If the applicant does not notify JPMFAL in writing of any errors in any such contract note, transfer advice, statement, cheque or other document within 7 calendar days of the relevant dealing day or, in the case of any statement, within 30 calendar days of the relevant issue date, the applicant shall be deemed to have waived any right to raise objections or pursue any remedies against JPMFAL, the Nominee or the relevant fund or investment company.

MONEYS

- All application moneys must be paid or transferred as instructed by JPMFAL. 7.1
- 7.2 JPMFAL is authorised to convert any application moneys received by it in a currency other than that in which the relevant Units or Shares are offered, at the risk and expense and for the account of the applicant, into the relevant currency at a spot or forward rate as considered appropriate by JPMFAL as soon as reasonably practicable after receipt.
- The applicant shall not be entitled to receive any interest on any moneys held or owed by JPMFAL/JPMAMAPL for or to the applicant (for the avoidance of doubt, for this purpose this excludes any moneys which form part of the assets of any fund or investment company whose shares or units are offered or distributed by JPMFAL/JPMAMAPL or in relation to which JPMFAL/JPMAMAPL acts as manager or agent for the manager) and consents to JPMFAL/JPMAMAPL retaining for its own benefit any interest received in connection with such
- If an application is rejected in whole or in part, the application moneys or the balance thereof will be returned (without interest) by JPMFAL, at the cost of the applicant, by telegraphic transfer within 30 Hong Kong Business Days of
- The applicant confirms that payments of any redemption or other moneys, if any, shall be made to the applicant's account named in the STANDING PAYMENT INSTRUCTIONS set out in the Application Form or such other account in the name of the applicant as may be provided to JPMFAL by the applicant in writing or, if JPMFAL permits, through any Dealing Facility. Any such payment

- shall be made without further reference to the applicant unless JPMFAL has received prior contrary instructions in writing duly signed by the applicant(s) or, if JPMFAL permits, through any Dealing Facility.
- The applicant hereby acknowledges that all risks associated with payment and/or transfer of moneys to or from JPMFAL shall be borne by the applicant and under no circumstances shall any moneys paid and/or transferred by the applicant be deemed receipt by JPMFAL unless and until such moneys are actually received by JPMFAL.
- The applicant acknowledges that (i) JPMFAL is required to comply, and does comply, with the procedures and requirements for dealing with client money and property as specified in the Securities and Futures (Client Money) Rules, the Securities and Futures (Client Securities) Rules and the Securities and Futures (Keeping of Records) Rules, each made by the SFC under the Securities and Futures Ordinance as amended from time to time and available to the public; and (ii) if required by the aforementioned Rules, such dealing of client money and property shall be audited by the auditor of JPMFAL.

ANTI-MONEY LAUNDERING AND MARKET TIMING PRACTICES

- The applicant hereby represents that, to the extent that application moneys are derived or sourced from third parties, all such application moneys are identifiable third party moneys (which the applicant upon request by JPMFAL shall reveal its records of such identities) and that this representation is deemed repeated every time the applicant effects payments to JPMFAL.
- The applicant hereby undertakes not to engage in market timing or related excessive, short-term trading practices and that this undertaking is deemed repeated every time the applicant places instructions to JPMFAL.
- The applicant further acknowledges and accepts that all dealings will be subject to applicable laws and regulations, including without limitation, those relating to market timing, anti-money laundering, counter terrorism financing, as well as the internal procedures of JPMFAL and its affiliates, and that the process of subscription and/or redemption instructions including payment and transfer of moneys may be delayed and/or declined due to requirements of these laws regulations and/or procedures. In these circumstances, JPMFAL may take such further action as it, in its discretion, may deem appropriate or necessary. JPMFAL shall have no liability or responsibility to the applicant or any other person for any losses, damages or any other claims whatsoever in relation to the delay or rejection of instructions in these circumstances.
- The applicant agrees to provide such information and documentation from time to time as JPMFAL may request for purposes of its compliance with antimoney laundering, counter terrorism financing, know-your-client and other legal and regulatory requirements applicable to JPMFAL or its affiliates.
- 8.5 The applicant represents and warrants to JPMFAL that: (a) no application moneys paid or transferred to JPMFAL are or may be proceeds from, and it has not and will not use its MasterAccount in furtherance of, any criminal activity or conduct (including but not limited to tax crimes such as intentional and fraudulent tax evasion); and (b) it has never committed or been investigated for or convicted of any tax crime whether in Hong Kong or elsewhere. The client agrees that it shall be deemed to repeat the above representations and warranties at each time when it transacts via its MasterAccount. Where the applicant is not the beneficial owner(s) of the MasterAccount(s), the applicant represents and warrants to JPMFAL that it is authorised to make the above representations and warranties on behalf of each beneficial owner.

DISTRIBUTIONS

All distributions, dividends or other entitlements shall be paid in the base currency of the relevant fund/share class or investment company and will be reinvested automatically unless otherwise specified by JPMFAL.

NOTICES

All notices and other communications sent from or to the applicant will be sent at the risk of the applicant. Unless due to their wilful default or gross negligence, none of JPMFAL/JPMAMAPL, the Nominee and the relevant fund or investment company shall be responsible for any inaccuracy, interruption, error or delay or failure in transmission or delivery of any telephone, electronic or other form of communication, or for any equipment failure or malfunction and none of them shall be liable for any direct or indirect or consequential losses arising from or in connection with the foregoing.

MATERIAL CHANGE

The applicant and JPMFAL undertake to each other to notify the other in the event of any material change to the information provided herein or in the Application Form.

LIABILITY; INDEMNITY

The applicant acknowledges and agrees that none of JPMFAL/JPMAMAPL, the Nominee and any relevant fund or investment company will be responsible for any direct or indirect, special or consequential losses, damages, costs or expenses arising directly or indirectly out of or in connection with (a) this MasterAccount (including, without limitation, in connection with the services rendered by JPMFAL/JPMAMAPL or the Nominee hereunder or under the Nominee Agreement or with JPMFAL/JPMAMAPL or the Nominee accepting, relying on, acting or failing to act on, any instructions given or purported to

- be given by or on behalf of the applicant) or (b) any wilful default, negligence or fraud on the part of any other person.
- 12.2 The applicant shall indemnify and agrees to keep indemnified each of JPMFAL, JPMAMAPL, the Nominee and each relevant fund and/or investment company and any of their respective agents (each a "Relevant Fund Party") against any actions, proceedings, claims, losses, damages, Taxes (as that term is used in the Nominee Agreement), costs and expenses which may be brought against, suffered or incurred by any or all of them arising either directly or indirectly out of or in connection with this MasterAccount or with JPMFAL/JPMAMAPL or the Nominee accepting, relying on, acting or failing to act on any instructions given or purported to be given by or on behalf of the applicant, unless due to the wilful default or gross negligence of JPMFAL/JPMAMAPL, the Nominee or the relevant fund or investment company.
- 12.3 Notwithstanding anything to the contrary, the applicant will be responsible for any Taxes (as that term is used in the Nominee Agreement) incurred by the Nominee in respect of any Units or Shares held for the account of the applicant other than any such Taxes which may be incurred solely by reason of the Nominee holding those Units or Shares in its name and which would not have been incurred had the applicant held the relevant Units or Shares directly in the applicant's name.

SET OFF

- 13.1 Notwithstanding any other provision of these Terms and Conditions, JPMFAL/JPMAMAPL is entitled to set off (i) any cash which is client money held on account of the applicant in a segregated account in Hong Kong pursuant to the Securities and Futures (Client Money) Rules against any money that the applicant owes JPMFAL/JPMAMAPL in respect of the carrying on by JPMFAL/JPMAMAPL of an activity for which it is licensed under the Securities and Futures Ordinance, and (ii) any claim JPMFAL/JPMAMAPL, or any of the Relevant Fund Parties, may have against the applicant against any other cash held on account of the applicant.
- 13.2 Notwithstanding any other provision of these Terms and Conditions, JPMFAL/ JPMAMAPL is authorised:
 - (a) to withhold any assets, Units or Shares (including any securities receivable in respect of any of the foregoing) held on account of the applicant (together, the "Investments") to secure the payment of any amount owed by or other liability of the applicant to JPMFAL/JPMAMAPL or any of the Relevant Fund Parties ("Amounts Owing"); and
 - (b) to dispose of, or to instruct any Relevant Fund Party to dispose of, any Investments and apply the proceeds of any such sale, or cause such proceeds to be applied, against any Amounts Owing.

LEGAL AND TAX IMPLICATIONS

- 14.1 The applicant must inform itself of, and take its own advice on, the relevant legal, tax and exchange control regulations which apply to it relating to entry into the MasterAccount and the subscription, holding, switching, redemption and transfer of and any other transactions in Units and/or Shares (each, a "Relevant Event") under the laws of the place of its operations, domicile, residence, citizenship and/or incorporation or any other relevant laws or regulations and the applicant shall fully observe all such regulations.
- 14.2 The applicant acknowledges that neither JPMFAL nor JPMAMAPL nor the Nominee nor any fund and/or investment company, nor any manager, investment manager or agents of such fund and/or investment company have (i) made any warranty and/or representation as to the tax consequences in relation to any Relevant Event (or combination of Relevant Events), or (ii) taken any responsibility for any tax consequences in relation to any Relevant Event (or combination of Relevant Events) and each of such parties expressly disclaims any liability whatsoever for any tax consequences in relation to any Relevant Event (or combination of Relevant Events) and/or for any loss howsoever arising (whether directly or indirectly) from any Relevant Event (or combination of Relevant Events).
- 14.3 The applicant also acknowledges that the information relating to tax contained in the relevant constitutional documents and/or offering documents is intended as a general guide only and do not necessarily describe the tax consequences for all types of investors in the relevant fund and/or investment company. The applicant understands that dividends, interest income, gains on the disposal of investments and other income received by the relevant fund and/or investment company on its investments in some countries may be liable to the imposition of withholding tax or other tax.

PERSONAL DATA

15. Unless otherwise objected to by the Applicant and communicated to JPMFAL, the Applicant agrees and accepts the disclosures as set out in Personal Data Privacy Statement provided by JPMFAL to the Applicant and such statement shall form part of these Terms and Conditions. If the Applicant provides any third party Data to JPMFAL, the Applicant further confirms and represents that it is authorised by such third parties to provide Data to JPMFAL and that such third parties accept and agree to be bound by the Personal Data Privacy Statement.

MISCELLANEOUS

- 16.1 The applicant represents that it has complied with, and will continue to comply with, all applicable laws and regulations and that this representation is deemed repeated every time the applicant subscribes, redeems or converts Units or Shares
- 16.2 For the purposes of this Application Form, "Hong Kong Business Day" shall mean any days from and including Monday to Friday (except a local holiday) when banks in Hong Kong are opened for normal banking business.
- 16.3 Certain funds or investment companies, or the sub-funds thereof, may be closed to new subscriptions or conversions in the same (but not to redemptions or conversions out of the same) without notice to holders of Units or Shares if, in the opinion of the management company or manager of the relevant fund or investment company, this is necessary to protect the interests of existing holders of Units or Shares of the relevant fund or investment company.
- 16.4 Each benefit, right and indemnity set out herein in favour of JPMFAL/JPMAMAPL is also given, to the extent possible under applicable law and regulation (as may be amended from time to time), in favour of each Relevant Fund Party as if set out in full in favour of each such party.
- 16.5 References to persons include corporations, references to one gender include both genders and references to the singular include the plural and vice versa.
- 16.6 The MasterAccount is personal to the applicant and cannot be charged, assigned or transferred in any way by the applicant.
- 16.7 JPMFAL/JPMAMAPL reserves the right at its absolute discretion to vary these Terms and Conditions and the applicant agrees that it will be bound by any such variation. JPMFAL/JPMAMAPL shall notify the applicant of any such variation as soon as reasonably practicable.
- 16.8 Timing shall be of the essence for any of the applicant's obligations hereunder.
- 16.9 If at any time any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable under any applicable law, neither the validity nor enforceability of the remaining provisions will in any way be affected or impaired.
- 16.10 Failure or delay by JPMFAL/JPMAMAPL in exercising any of its rights shall not constitute a waiver or forfeiture of such rights.
- 16.11 JPMFAL may from time to time provide and/or withdraw additional services and benefits (including but not limited to promotional offers and discounts) to selected applicants, MasterAccount holders and clients. The additional services and benefits available to each of such persons may be different and shall be determined by JPMFAL at its absolute discretion.

APPLICABLE LAW

 These Terms and Conditions shall be governed by and construed in accordance with the laws of England.

RISK STATEMENTS

- 18.1 The price of Units and Shares fluctuates, sometimes dramatically. The price of Units or Shares may move up or down, and may even become valueless. It is as likely that losses will be incurred as profit made as a result of buying and selling Units or Shares.
- 18.2 Client assets received or held by JPMFAL/Cititrust Limited outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.
- 18.3 If the applicant at any time applies for Units or Shares in any fund or investment company which is a hedge fund, the applicant acknowledges that there are special risks involved with investment in any such fund or investment company and, that it has read and fully understood the risks set out in the Hong Kong explanatory memorandum or offering document (or equivalent) of the relevant fund or investment company.
- 18.4 If the applicant at any time applies for Units or Shares in a fund that requires financial derivatives knowledge assessment, the applicant acknowledges and agrees that it will be restricted from investing in such fund if the applicant does not possess the requisite knowledge of derivatives. For avoidance of doubt, JPMFAL/JPMAMAPL reserves the rights to reject the related subscription instruction.

CONTACT US

JPMorgan Funds (Asia) Limited 19th Floor, Chater House, 8 Connaught Road Central, Hong Kong GPO Box 11448, Hong Kong

Tel: +852 2800 2928 Fax: +852 2868 1733 am.jpmorgan.com/hk

HK Institutional (PI) 04/2023



MasterAccount Application Form (Institutional) - Appendix

IMPORTANT: Please read the attached Terms carefully before completing this Application Form, paying special attention to the risk statements. Please complete this Appendix in block capitals and black ink. For MasterAccount opening, please also complete and submit a MasterAccount Application Form (For Professional Institutional Clients) and a relevant Tax-Certification Form and other documentation as appropriate. All completed documents should be returned to JPMorgan Funds (Asia) Limited at the below address.

I. EMPLOYER DETAILS		III. SCHEME DETAILS	
Name (as shown in the Business Registra	ation Certificate)	Scheme Name	
Business Registration No. (please p	provide copy)	ORSO Registration No.	
		Type of Scheme:	
Nature of Business		☐ Defined Contribution	
		Defined Benefit	
Date of Incorporation			
Place of Incorporation			
Registered Office Address			
City	Country		
Business Address / Corresponde	nce Address (if different from the above)	Applicant/Authorised Signatory(ies)	Corporate Seal
City	Country		
Contact Name			
Job Title		warre(s)	
Tel.			
country code Fax	tel no		
country code Email	fax no		
II. ADMINISTRATOR DETAILS	3	— Date	
		-	
Name		_	
Correspondence Address		_	
O. 14.	Country		
Contact Name	Country		
Contact Name Job Title			
Tel.		_	
country code	tel no	_	
Fax country code		_	
Email			

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