Undertaking to the Bond Connect Company Limited

To Bond Connect Company Limited:

Terms used but not defined in this Undertaking Letter have the meaning given to them in the Access Rule Book of the Bond Connect Company Limited (“**BCCL**” and “**Access** **Rules**”) in effect as of the date of this Undertaking Letter.

We hereby represent, warrant and undertake as at the date of this Undertaking Letter and at all times (as applicable) that:

1. we have read and understood, and agree to be bound by, the Access Rules (including without limitation the terms relating to our liability to the Company and the exclusion of liability of the Company under Rule 11.1), the rules promulgated by China Foreign Exchange Trade System (“**CFETS**”) in connection with the Northbound Trading Link, other relevant laws and policies relating to the China Inter-bank Bond Market and other applicable laws and regulations in China or elsewhere;
2. we will at all times be in compliance with Applicable Law in each jurisdiction in which we are incorporated, domiciled or established or through which we are proposing to access the Northbound Trading Link, and will not cause CFETS or the Company to violate any Applicable Law in such jurisdiction(s);
3. we have a sound corporate governance structure and internal controls to regulate our business activities;
4. the funds for our investments under the Northbound Trading Link are from lawful sources; and
5. we have the ability in assessing, identifying and undertaking risks, and understands and can independently undertake the risks in connection with or arising from bond investment.

We agree that BCCL and/or its Affiliates (including but not limited to People’s Bank of China and CFETS) may obtain information relating to us or other matters in connection with our application for admission to the Northbound Trading Link directly from any Access Platform or global custodian specified in our application documents to verify any information provided by us in connection with our application, and we hereby agree to the disclosure of information by any such person to BCCL and/or its Affiliates for such purpose.

We represent and warrant that we will: (i) provide all of our relevant individuals, who provide personal data to BCCL and/or its Affiliates from time to time, with the Personal Information Collection Statement as set out in the Company Website; and (ii) obtain all necessary consents from such individuals and do all other acts as reasonably requested by BCCL and/or its Affiliates which enable BCCL and/or its Affiliates to comply with their obligations under relevant personal data regulations.

We hereby expressly agree to bear all administrative and legal responsibilities arising from or in connection with any breach of this Undertaking Letter. This Undertaking Letter is governed by, and shall be construed in accordance with, the laws of Hong Kong. Any matter or dispute arising under or out of or in connection with this Undertaking Letter shall be subject to the exclusive jurisdiction of the courts of Hong Kong.

Signed by authorised signatory:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_