

Dated: 26 May 2021

Important Notice: This document requires your immediate attention. It contains information regarding changes to the MPF scheme brochure dated 1 April 2020, as amended by the First Addendum dated 1 May 2020 and the Second Addendum dated 23 March 2021 (the "Brochure") and the Trust Deed of Haitong MPF Retirement Fund (the "Retirement Fund").

If you are in any doubt about the contents of this document, you should seek independent professional advice. Haitong International Investment Managers Limited, the sponsor of the Retirement Fund (the "Sponsor") accepts full responsibility for the accuracy of the information contained in this document, and confirms, having made all reasonable enquiries, that to the best of its knowledge and belief there are no other facts the omission of which would make any statement misleading, as at the date of publication.

All capitalised terms used in this notice shall have the meanings as ascribed to them in the Brochure, unless otherwise stated.

Dear valued participating employers and Members,

We are writing to you in relation to a change of trustee and custodian of the Retirement Fund.

Summary

• Change of trustee and custodian

With effect on and from 1 July 2021, the trustee and custodian of the Retirement Fund will be changed from HSBC Institutional Trust Services (Asia) Limited to HSBC Provident Fund Trustee (Hong Kong) Limited. The change of trustee and custodian is in the interest of Members and will not have any adverse impact on the Members.

Should you have any enquiries in relation to this Notice, please do not hesitate to contact our Haitong MPF Employers Hotline at (852) 3663 7288, or for member, Haitong MPF 24 Hours Auto-Info-line at (852) 2500 1600.

1. Change of trustee and custodian

The incumbent trustee of the Retirement Fund is HSBC Institutional Trust Services (Asia) Limited ("Retiring Trustee"), which is a wholly-owned subsidiary of HSBC Holdings plc. ("HSBC Group"). As part of HSBC Group's re-alignment of its corporate strategy, the Retiring Trustee wishes to resign as trustee of the Retirement Fund in favour of another subsidiary of the HSBC Group, namely, HSBC Provident Fund Trustee (Hong Kong) Limited ("New Trustee"). Pursuant to the terms of the Trust Deed, the Sponsor agrees to appoint the New Trustee as replacement trustee in place of the Retiring Trustee. The retirement of the Retiring Trustee and the appointment of the New Trustee as replacement trustee of the Retiring Trustee will take effect at the same time, on and from 1 July 2021 (the "Effective Date").

The Retiring Trustee is currently also performing the functions of the custodian of the Retirement Fund. These functions will be carried out by the New Trustee with effect on and from the Effective Date.

With effect on and from the Effective Date, the New Trustee will assume all the duties, liabilities, obligations imposed and powers conferred on the trustee by the Trust Deed and the Retiring Trustee shall be absolved and released from all further obligations under the Trust Deed or any Participation

- 海通國際投資經理有限公司 Haitong International Investment Managers Limited

- 1

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Agreement but without prejudice to the rights of any person in respect of any act or omission of the Retiring Trustee prior to the Effective Date.

The New Trustee, HSBC Provident Fund Trustee (Hong Kong) Limited, is registered as a trust company in Hong Kong and has been approved by the Mandatory Provident Fund Schemes Authority as an approved trustee for MPF purposes. The address of the New Trustee is 1 Queen's Road Central, Hong Kong.

The New Trustee has an enhanced governance structure which focuses on protecting members' interests. For example, the board of directors of the New Trustee is entirely composed of non-executive directors who can exercise objective, impartial and independent judgment on the proposals and the performance of the executives responsible for the day-to-day operation of the New Trustee. Also, the New Trustee has an audit and risk committee which reviews matters relating to financial reporting and high-level risk related matters of risk governance. Therefore, it is believed that the change of trustee and custodian is in the interest of Members and will not have any adverse impact on the Members. The board of directors of the Retiring Trustee has endorsed the change of trustee and custodian.

Both the Retiring Trustee and the New Trustee have sufficient resources and capability to complete the change of trustee and custodian exercise such that Members' interests are adequately protected. There will be proper transitional arrangements with the related operating parties to ensure that there will be a smooth transition and proper handover of the relevant functions from the Retiring Trustee to the New Trustee.

Currently, the Retiring Trustee, HSBC Institutional Trust Services (Asia) Limited, also acts as the administrator of the Retirement Fund and is responsible for the administration of the Retirement Fund and carries out duties, including without limitation, maintenance of accounting records, calculation and payment of benefits due to Members, and valuation of Constituent Funds (collectively "Administration Functions"). As a result of the change of trustee of the Retirement Fund, the New Trustee will appoint HSBC Institutional Trust Services (Asia) Limited to be the administrator of the Retirement Fund with effect on and from the Effective Date. Accordingly, in effect, the Administration Functions will continue to be carried out by HSBC Institutional Trust Services (Asia) Limited after the change of trustee of the Retirement Fund.

2. Amendments to the Brochure and Trust Deed

The retirement of the Retiring Trustee and appointment of the New Trustee will be effected by a Deed of Retirement and Appointment of Trustee. The Brochure will be amended by way of the third addendum ("**Third Addendum**") to reflect the change of trustee and custodian and the appointment of administrator described in paragraph 1 above as well as a breakdown of the rate of trustee/custodian fees and rate of administration fees for better clarity.

- 2

3. Effect of change of trustee and custodian

Upon the change of trustee of the Retirement Fund taking effect on the Effective Date, a new set of administrative forms (including the direct debit authorization form) will be available for use by participating employers and Members. In respect of any contribution payment by cheque, it should be made payable to "HSBC Provident Fund Trustee (Hong Kong) Limited – Haitong MPF Retirement Fund" instead of "HSBC Institutional Trust Services (Asia) Limited – Haitong MPF Retirement Fund". Nonetheless, to ensure a smooth transition, existing administrative forms bearing the name of the Retiring Trustee (including the direct debit authorization form) may still be used by participating employers and Members and accepted by the New Trustee, and the New Trustee will continue to accept contribution payment by cheque which is made payable to "HSBC Institutional Trust Services (Asia) Limited – Haitong MPF Retirement Fund" until 31 December 2021. Other than that, there will be no administrative changes that would impact participants of the Retirement Fund.

No action is required for participating employers and Members with direct debit authorization instruction established before the Effective Date, as the bank account number of the payee remains unchanged after the change of trustee of the Retirement Fund becomes effective.

There will be no change in the level of fees and charges of the Retirement Fund as a result of the change of trustee and custodian.

The cost and expenses associated with the change of trustee and custodian of the Retirement Fund will not be borne out of the assets of the Retirement Fund and will be borne by the New Trustee. The changes mentioned above will not have any adverse impact on the Retirement Fund and the interests of Members.

4. Alternatives available to participating employers and Members

If as a consequence of the above changes, you wish to withdraw or transfer accrued benefits from the Retirement Fund, you may do so but subject to and in accordance with the requirements set out in the Brochure. The Trustee and the Sponsor will not impose any fees, penalties, offer spread, bid spread, withdrawal charge or transfer fee on any such withdrawal or transfers.

For details regarding withdrawal or transfer of accrued benefits, please refer to the sub-section "D. BENEFITS" and "E. TRANSFERS TO AND FROM OTHER SCHEMES AND CESSATION OF CONTRIBUTIONS" under the section "ADMINISTRATIVE PROCEDURES" in the Brochure.

This document only describes the major changes to the Retirement Fund. You are advised to refer to the Brochure, as amended by the Third Addendum, and the Trust Deed, as amended by the Deed of Retirement and Appointment of Trustee, for further details on the changes made. The Third Addendum and the Deed of Retirement and Appointment of Trustee will be available on or after the Effective Date.

海通國際投資經理有限公司 Haitong International Investment Managers Limited

- 3

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香港中環德輔道中189號李寶椿大廈22樓 22/F Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong

Participating employers and Members may access the Brochure of the Retirement Fund via our Interactive Website http://www.htisec.com/asm or request for a copy of the Brochure by contacting our Haitong MPF Employers Hotline at (852) 3663 7288, or for member, Haitong MPF 24 Hours Auto-Info-line at (852) 2500 1600. The Third Addendum will be available on or after the Effective Date.

Should you have any enquiries in relation to this Notice, please do not hesitate to contact our Haitong MPF Employers Hotline at (852) 3663 7288, or for member, Haitong MPF 24 Hours Auto-Info-line at (852) 2500 1600.

Yours faithfully,

For and on behalf of Haitong International Investment Managers Limited



Dated: 26 May 2021

Frequently Asked Questions to the Scheme Participants of the Haitong MPF Retirement Fund

The change of Trustee and Custodian of Haitong MPF Retirement Fund is scheduled to take effect on 1 July 2021 (the "Effective Date"), subject to relevant regulatory approval.

General

1. What is the Change of Trustee and Custodian of Haitong MPF Retirement Fund?

With effect from the Effective Date, i.e. 1 July 2021, subject to relevant regulatory approval, HSBC Institutional Trust Services (Asia) Limited ("Retiring Trustee") will retire as the Trustee and Custodian of Haitong MPF Retirement Fund ("the Master Trust") and HSBC Provident Fund Trustee (Hong Kong) Limited ("New Trustee") will be appointed as the Trustee and Custodian of the Master Trust.

2. Why is there a change of trustee for Haitong MPF Retirement Fund?

As part of HSBC Group's re-alignment of its corporate strategy, HSBC Institutional Trust Services (Asia) Limited, which is a subsidiary of the Hongkong and Shanghai Banking Corporation Limited group ("HSBC Group"), wishes to retire as trustee of the Master Trust in favour of another subsidiary of the HSBC Group, namely, HSBC Provident Fund Trustee (Hong Kong) Limited ("New Trustee"). The New Trustee is registered as a trust company in Hong Kong and has been approved by the MPF Authority as an approved trustee for MPF purposes. The New Trustee has an enhanced governance structure which focuses on protecting members' interests. The change of Trustee and Custodian is in the interest of Members and will not have any material adverse impact on the Members. The board of directors of the Retiring Trustee has endorsed the change of trustee and custodian.

3. Is Members' consent required for the change of Trustee and Custodian?

The Change of Trustee and Custodian has met the requirements set out in the Master Trust Deed. In particular, the Master Trust Deed confers on its trustee and investment manager to undergo the change of Trustee and Custodian without the need to obtain members' consent.

4. When will be the Effective Date of the Change of Trustee and Custodian?

The Change of Trustee and Custodian is scheduled to take effect on 1 July 2021, subject to relevant regulatory approval.

5. What will be the changes after the change of Trustee and Custodian of the Master Trust?

Upon the change of trustee of the Master Trust taking effect on 1 July 2021, a new set of administrative forms (including the direct debit authorization form) will be available for use by Participating Employers and Members and in respect of any contribution payment by cheque, it should be made payable to "HSBC Provident Fund Trustee (Hong Kong) Limited – Haitong MPF Retirement Fund" instead of "HSBC Institutional Trust Services (Asia) Limited – Haitong MPF Retirement Fund". There will also be a change in the payee name Nonetheless, to ensure a smooth transition, existing administrative forms bearing the name of the Retiring Trustee (including the direct debit authorization form) may still be used by Participating Employers and Members and accepted by the New Trustee and the New Trustee will still accept contribution payment by cheque which is made payable to "HSBC Institutional



Trust Services (Asia) Limited – Haitong MPF Retirement Fund" until <u>31 December 2021</u>. Other than that, there will be no additional administrative changes that would impact participants of the Master Trust.

No action is required for Participating Employers and Members with direct debit authorization instruction established before 1 July 2021 as the bank account number of the payee remains unchanged after the change of trustee of the Master Trust is effective. There will be no change in the level of fees and charges of the Master Trust as a result of the change of trustee.

6. Will there be any costs incurred due to the change of Trustee and Custodian?

No. The costs and expenses associated with the changes set out above will not be borne by scheme participants but will be borne by the New Trustee.

7. Will I suffer financial losses / impact on the protection of member interests as a result of the change of Trustee and Custodian?

No, you will not suffer from any financial losses as there is no change in the level of fees and charges of the Master Trust and there is no impact on the protection of member interests as a result of the change of Trustee and Custodian.

8. Will I pay more management or administrative fees after the change of Trustee and Custodian?

No, you will not pay more management fees or administrative fees after the change of Trustee and Custodian.

9. Alternatives to Participating Employers and Members

If as a consequence of the above changes, you wish to withdraw or transfer accrued benefits from the Master Trust, you may do so but subject to and in accordance with the requirements set out in the Scheme Brochure. The Trustee and the Investment Manager will not impose any fees, penalties, offer spread, bid spread, withdrawal charge or transfer fee on any such withdrawal or transfers.

For details, please refer to the sub-section "D. BENEFITS" and "E. TRANSFERS TO AND FROM OTHER SCHEMES AND CESSATION OF CONTRIBUTIONS" under the section "ADMINISTRATIVE PROCEDURES" in the Scheme Brochure.

10. Means to Obtain Further Information

If you have any query on the changes set out in this document, please call the Haitong Employee Hotline Number: 2500 1600 and/or Haitong Employer Hotline Number: 3663 7288.

PERSONAL INFORMATION COLLECTION STATEMENT FOR HAITONG MPF RETIREMENT FUND

("PLAN") 海通 MPF 退休金("強積金計劃")之個人資料(私隱)條例通知

1. Subject to any applicable laws of Hong Kong Special Administrative Region, information supplied on any schedule or Form and otherwise in connection with your participation in the Plan may be used for one or more of the following the purposes: (i) processing your participation in the Plan, including but not limited to administering and managing your contributions and accrued benefits under the Plan, e.g. carrying out your instructions or responding to any enquiry purporting to be given by you or on your behalf, and dealing in any other matters relating to your participation in the Plan (including the mailing of reports or notices), (ii) complying with an order of any court and observing any legal, governmental or regulatory requirements of any relevant jurisdiction (including any disclosure, reporting or notification requirements to which any recipient of the data is subject, e.g. tax reporting requirements under the Inland Revenue Ordinance and its provisions) and, (iii) to provide a marketing database for MPF product and market research if it is / they are relevant to the Plan, to conduct direct marketing activities of MPF products and or MPF services only if your consent is obtained or to provide information for the dispatch of information on other products or services to you from the Plan's Sponsor "Haitong International Investment Managers Limited" ("Sponsor") or any connected person of the Sponsor if such products or services relate to the Plan. To the extent not prohibited by the MPF legislations and/or the Personal Data (Privacy) Ordinance ("PDPO"), all of such information may be retained after you have ceased to participate in the Plan.

根據香港特別行政區的適用法律,閣下參與計劃相關表格或其他文件上所提供的資料,會將用作以下目的:(i) 處理閣下參與強積金計劃的相關事宜包括但不限於處理參與計劃中的累算權益,執行閣下的指示、回應閣下的查詢或回應宣稱代閣下作出的查詢、處理閣下參與強積金計劃相關的其他事宜(包括寄發報告或通知書),(ii) 遵守任何法律的命令及司法權區的法律、政府、監管規定(包括收集這些數據而須作出披露、報告或通知的規定,如稅務局及相關規定下的稅務報告),(iii) 為強積金產品或市場研究作為營銷的數據庫(如與強積金計劃有關)、只限於強積金產品及/或強積金服務的市場推廣用途(如獲得閣下同意)、保薦人海通國際投資經理有限公司("保薦人")或其關連人士須向閣下寄發其他產品或服務資料而需要的資料(如與強積金計劃有關)。在個人資料(私隱)條例及/或強積金法例不禁止的前提下,即使閣下不再參與強積金計劃,所有這些資料仍會被保留。

2. Upon request, you are entitled under the PDPO to be informed by the Sponsor whether it holds personal data as defined under PDPO about you and to request access to and / or correction of any such data. You also have the right to inform the Sponsor at any time if you do not wish to receive any marketing materials in relation to the Plan. Any such request may be made by post to the Client Services Officer, Haitong International Investment Managers Limited, 22/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong.

閣下可要求並有權根據個人資料(私隱)條例而了解保薦人是否持有個人資料(私隱)條例所界定有關閣下的個人資料,並可要求查閱及/或更改任何這些資料。閣下有權隨時通知保薦人閣下不希望再收取與強積金計劃相關的推廣資訊的意願。有關要求可以書面方式寄發到向海通國際投資經理有限公司的客戶服務部(地址為香港德輔道中 189 號李寶椿大廈 22 樓)。

3. HSBC Provident Fund Trustee (Hong Kong) Limited (the "Trustee") may, for the purposes stated above (excluding the purpose under paragraph 1(iii) above, which is not applicable to the Trustee), directly or indirectly, disclose and transfer such information to the auditors of the Plan and the Sponsor, including any of their employees, officers, directors and agents, and / or to the ultimate holding company of the Sponsor and the Trustee, and / or their subsidiaries and / or affiliates or to any third party service provider, agent or delegate employed to provide services or hardware such as administrative, computer, operational support or other services or facilities which are relevant to or in connection with operation of the Plan. The Trustee may also make disclosure or transfer data, directly or indirectly, to any judicial, governmental or regulatory authority entitled thereto by law or regulation (whether such authorities are statutory or not). Provision of data made by the Trustee pursuant to this clause may be to any persons outside Hong Kong.

HSBC Provident Fund Trustee (Hong Kong) Limited ("信託人")(不包括上文第 1 (i i i) 段所述的目的,即不適用於信託人)可能需要直接或間接向某些人士披露和轉交這些資料,這些人士包括強積金計劃和保薦人(包括其僱員、高級人員、董事及代理)的核數師及/或保薦人及託管人的最終控股公司及/或其附屬公司及/或聯屬公司,或受委聘負責向接收或獲轉交數據的人士提供行政、電腦、服務、操作協助或與運營計劃相關的設施的第三方。信託人亦可能需要就閣下參與的強積金計劃直接或間接向有權按照法律法規的司法、政府或監管機構(不論是否法定機構)披露或轉交數據。信託人根據本條款所提供的數據或會向位於香港境外的人士提供。

4. Applicable for the Employer and Self-Employed Persons: You are required to provide the information supplied on the Form or otherwise in connection with your participation in the Plan, you understand that if you do not provide such information, the Trustee will not be able to properly process your membership and benefits under the Plan. You have the right to obtain access and to request correction of any personal information concerning yourself held by the Trustee. Request for such access can be made in writing and addressed to HSBC Provident Fund Trustee (Hong Kong) Limited, P.O. Box 73448, Kowloon Central Post Office, Hong Kong.

適用於僱主和自僱人士: 閣下需要提供表格上提供的資料或與閣下參與強積金計劃有關的資料, 閣下明白如閣下不提供這些資料, 信託人將不能適當處理閣下的強積金計劃的會籍和福利。閣下 有權查閱信託人持有有關閣下的個人資料及要求修改這些個人資料。閣下可發出書面要求並寄發 到 HSBC Provident Fund Trustee (Hong Kong) Limited (地址為香港九龍中央郵政局郵政信箱 73448 號)查閱個人資料。

5. You understand and agree that the Sponsor, "Haitong International Investment Managers Limited" and/or the Trustee of the Plan may request from you, both upon this application and during such time as you are a member of the Plan, such evidence and / or documentation as any of them may require to fulfill their obligations under applicable law, regulation or regulatory policy, including but not restricted to, laws, regulations or guidelines addressing anti-money laundering and tax reporting, and you shall provide such information.

閣下明白及同意保薦人海通國際投資經理有限公司及/或計劃的信託人可在遞交本申請時及閣下身為計劃成員期間,要求閣下提交履行閣下的責任而可能需要的該等證明及/或文件。該責任根

據適用法例、規例或規管政策,包括但不限於有關反洗黑錢的法例、規例或指引及稅務報告,而閣下亦必須提供該等資料。

6. You undertake to advise the Trustee of any change in circumstances which affects the tax residency status stated in the self-certification or causes the information contained therein to become incorrect or incomplete, and to provide the Trustee with a suitably updated self-certification within 30 days of such change(s). You acknowledge and agree that (a) the information contained in the self-certification (comprising the contents therein described as forming parts of the self-certification) is collected and may be kept by the Trustee for the purpose of automatic exchange of financial information ("AEOI") and (b) such information and information regarding the account holder and any reportable account(s) may be reported by the Trustee to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another country / countries and jurisdiction(s) in which the account holder may be resident for tax purposes, pursuant to the provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112) and (c) you agree to the obligation that you as the account holder must comply with requests made by the Trustee to comply with the AEOI requirements under the Inland Revenue Ordinance and / or applicable law and regulation, and such obligation forms the basis of the account to be opened. You certify that You are the account holder / You are authorized to sign for the account holder of all the account(s) to which this form relates.

閣下承諾,如情況有所改變,以致影響本自我證明所述的個人的稅務居民身份,或引致本自我證明所載的資料不正確或不完整,閣下會通知信託人,並會在情況發生改變後 30 天內,向信託人提交一份適當更新的自我證明。閣下確認及同意,信託人可根據《稅務條例》(第 112 章)有關交換財務帳戶資料的法律條文,(a) 收集本自我證明(包括此處描述構成自我證明的一部分的內容)所載資料並可備存作自動交換財務帳戶資料用途及(b) 把該等資料和關於帳戶持有人及任何須申報帳戶的資料向香港特別行政區政府稅務局申報,從而把資料轉交到帳戶持有人的居留司法管轄區的稅務當局及(c) 閣下同意帳戶持有人必須遵守信託人的要求以便遵守《稅務條例》及/或適用法律及規例的自動交換財務帳戶資料規定,並為日後開立帳戶之基礎。閣下證明,就與本表格所有相關的帳戶,閣下是帳戶持有人/閣下獲帳戶持有人授權簽署本表格。