

(Office): _____ (Office): _____
(Mobile): _____ (Mobile): _____
Facsimile No.: _____ Facsimile No.: _____
Email: _____ Email: _____

Individuals are required to provide certain supplemental documentation in connection with this subscription, as follows:

- a certified copy of their permanent HKID card / passports or other acceptable identification, containing the subscribers full name(s), date and place of birth and nationality
- proof of permanent address, usually provided by way of the bank reference or an original/certified copy of a recent utility bill. P.O. Box is not acceptable.

B. Corporation/Partnership

Registered Company/Partnership* Name: _____
Nature of Business: _____
Source of funds: _____
Place of Incorporation/Establishment: _____
Certificate of Incorporation No.: _____
Business Registration No.: _____
Address for Registration (No P.O.Boxes): _____

Mailing Address (if different): _____

Name of Directors/Partners*: _____
Contact Person (if different) : _____
Contact Telephone No.: _____
Facsimile No.: _____
Email: _____

Companies subscribing for Shares must provide:

- a certified copy of its certificate of incorporation, or business registration certificate and (if applicable) certificate on change of name
- a certified copy of memorandum and articles of association (or equivalent), and all amendments thereto
- a certified copy of board resolution to make the investment and conferring authority on those giving instructions (i.e. list of directors and authorised signatories)
- a search of file at Company Registry, or letter from lawyer/ accountant/ company secretary to confirm the status of the company
- a certified copy of list of directors and beneficial owners, showing names and residential addresses or certificate of incumbency
- information set out for individuals in respect of the principal beneficial owners (generally regarded as persons directly or indirectly holding more than 10% of the applicant company's shares), at least 2 directors (including the Managing Director) and all authorised signatories

Listed Companies/ Regulated Institutions subscribing for Shares must provide:

- a certified copy of its certificate of incorporation, or business registration certificate or evidence that the entity is listed/ regulated in an approved country (i.e. a member of FATF)
- a certified copy of memorandum and articles of association (or equivalent), and all amendments thereto
- a certified copy of latest audited financial statements
- a certified copy of board resolution to make the investment and conferring authority on those giving instructions (i.e. list of directors and authorised signatories)

Partnerships subscribing for Shares must provide:

- A certified copy of partnership agreement
- A certified copy of list of partners, showing names and residential addresses

- information set out for individuals in respect of at least two partners/controllers and authorised signatories
- a certified copy of the mandate from the partnership authorising the opening of an account or undertaking the transaction and conferring authority on those who will undertake transactions
- evidence of the detailed address of the partnership (P. O. Box is not acceptable)
- written confirmation that AML has been carried out to FATF standards on the partners in the Partnership

Trusts (with regulated trustee in a FATF country) subscribing for Shares must provide:

- a certified copy of Trust Deed
- extract of authorisation from relevant regulator
- written confirmation that AML has been carried out to FATF standards by the trustee on settlors and main beneficiaries

Trusts (with unregulated trustee) subscribing for Shares must provide:

- a certified copy of Trust Deed
- information set out for individuals/ companies in respect of the trustees, settlors and beneficial owners
- evidence of detailed address of the trustee, settlors and beneficiaries (P. O. Box is not acceptable)

3. Nominee

Registered Company/Partnership* Name: _____

Nature of Business: _____

Source of funds: _____

Place of Incorporation/Establishment: _____

Certificate of Incorporation No.: _____

Business Registration No.: _____

Address for Registration (No P.O.Boxes): _____

Mailing Address (if different): _____

Name of Directors/Partners*: _____

Contact Person (if different) : _____

Contact Telephone No.: _____

Facsimile No.: _____

Email: _____

Regulated Nominee subscribing for Shares must provide:

- Anti-Money Laundering and Know-Your-Client undertaking letter signed by the nominee declaring nominee has taken appropriate anti-money laundering and know your customer measures of the underlying investors

4. For Joint Applicants only

We confirm that instructions, communications and requests, including without limitation to the subscription, realisation and transfer of shares (including without limitation, instructions in relation to the payment or reinvestment of distributions and amendments to the registration details) in Value Partners China Greenchip Fund Limited registered in our names will be given by (tick one box only):

- any one of us (we, as the joint holders hereby undertake that any instructions, communications and requests purporting to be made, drawn, accepted, endorsed or given by any one of us is binding on each of us); or
- all of us jointly

Where no indication is made (above), all of the joint holders will be required to sign any instructions.

5. Are you already an investor in Value Partners China Greenchip Fund Limited?

- No Yes

If yes, please indicate your shareholder Account No. _____

6. Payment

The amount payable pursuant to this application will be made by:

- Telegraphic Transfer in US dollars / HK dollars
- Value Date: _____
- Name and Country of Remittance Bank: _____
- Contact Name and Phone Number at Remittance Bank: _____
- Account Name: _____
- Account Number: _____
- Name and Address of Beneficiary Bank: _____

Please refer to the Explanatory Memorandum for payment details.

Please also note that all subscription monies must originate from an account held in the name of the subscriber. No third party payments shall be permitted.

7. **Distributions**

I/We wish to have any distributions declared by the Manager (who has an absolute discretion as to whether any distribution is made) for any and all Shares held by me/us to take the form of (tick one box only): -

- (1) a cash dividend
- (2) additional Shares in the Fund

Unless Shareholders indicate otherwise above, any such distribution will automatically be reinvested in further Shares in the Fund to be issued to such Shareholders.

8. **Authorisation for Payment of Realisation Proceeds and Cash Distributions**

I/We wish to have the proceeds of realisation of shares and all cash distributions (if so selected in paragraph 7 above) paid direct to the following account unless contrary instructions are given at the time of realisation or distribution, as the case may be. This instruction applies to all Shares acquired at any time.

Name of Bank: _____
Name of Bank Account**: _____
Bank Account No.: _____
Currency#: _____ SWIFT Code (if applicable): _____
Bank Address: _____
Correspondent Bank Name and Branch: _____
Name and Address of Beneficiary Bank: _____

([#]If the account is in a currency different to the currency in which the shares being realised are denominated, I/We authorise the Manager or Administrator to make the necessary currency exchange at a rate deemed appropriate by them, and to deduct the foreign exchange conversion costs, bank charges and telegraphic transfer costs from the redemption proceeds.)

**** Realisation proceeds will be paid to an account held in the name of the subscriber. No realisation proceeds will be paid to third party.**

9. **Acknowledgements and Declarations**

I/We acknowledge and declare that:

- (a) I/We have received and read the contents of the latest Explanatory Memorandum (including Addenda thereto, if any) (“**Explanatory Memorandum**”) and I/we confirm that the Explanatory Memorandum were provided in a language (English or Chinese) of my/our choice. I/We were specifically invited to read the Explanatory Memorandum, to ask questions and to take independent advice if I/we wished. I/We confirm that this application is made on the terms of the Explanatory Memorandum (including the Fax Indemnity clause) and those of the Articles as amended from time to time.
- (b) I am not/We are not an employee of a SFC regulated intermediary or else the consent of my/our employer permitting me/us to invest in the Shares of the Fund is enclosed in this application.
- (c) I am not/We are not Cayman Islands resident(s) and I am not/we are not acquiring, holding or intend to hold the Shares on behalf of a Cayman Islands resident.
- (d) I/We will not, subject to the conditions set forth in the Explanatory Memorandum, sell or offer to sell or transfer or delivered, directly or indirectly, Shares to a U.S. Person. In particular: (a) I/We understand that Value Partners China Greenchip Fund Limited has not been and will not be registered under the U.S. Securities Act of 1933 (“**Securities Act**”), and the Shares have not been qualified under the securities laws of any State of the United States and may not be offered, sold, transferred or delivered, directly or indirectly, in the United States or to or for the account or benefit of, directly or indirectly, any U.S. Person; (b) I am not/We are not a U.S. Person (as defined in the Explanatory Memorandum); and (c) I am not/We are not acquiring the Shares for

the account or benefit of any U.S. Person or with a view to their offer, sale or transfer within the United States or to or for the account or benefit of any U.S. Person.

- (e) I/We are not Restricted Person(s) as defined in Rule 2790 of the U.S. National Association of Securities Dealers, Inc. (for a copy of the Rule as of the date of this document, see as defined in Appendix 2) and I am not/we are not acquiring, holding or intend to hold the Shares on behalf of a Restricted Person (and no Restricted Person will have a beneficial interest of any kind in the Shares).
- (f) I am/We are over the age of 18 years, and I am not/we are not acquiring the shares on behalf of any person who is under 18 years of age.
- (g) Where the Initial Subscription, Initial Realisation, Transfer Form is sent by fax, I/We agree to send the original signed Initial Subscription, Initial Realisation, Transfer Form to the Manager at the address shown on page 1 of this Form. Neither the Manager, the Administrator, the Administrator's Agent nor any of their duly appointed agents, employees or delegates will be responsible to me/us for any loss resulting from the non-receipt of any Initial Subscription, Initial Realisation, Transfer Form sent by fax.

Any subsequent subscription of the shares may be sent to the Manager either in original or, if I/We have provided the Manager with an original fax indemnity in the form prescribed in Appendix 1, by fax. I/We understand that the Manager may in his absolute discretion, determine whether or not the original instruction is also required in respect of subsequent applications sent by fax. If such discretion is exercised, the Manager is free to act on receipt of the fax or wait for the original in his absolute discretion. Furthermore, I/We authorise the Manager, the Administrator, the Administrator's Agent and their authorised agents to act upon instructions by facsimile in respect of my/our shares without liability in respect of any act done in accordance with such instructions and to rely conclusively upon any notice, consent, request, instruction or other instrument believed in good faith by the Manager, the Administrator, the Administrator's Agent and/or any of their authorised agents to be genuine. I/We agree to fully indemnify and hold harmless the Manager, the Administrator, the Administrator's Agent and/or their authorised agents against any loss, cost or expense which the Manager, the Administrator, the Administrator's Agent or any of their authorised agents may incur, directly or indirectly, as a result of the Manager, the Administrator or the Administrator's Agent and/or their authorised agents acting or failing to act, in their discretion, upon instructions by facsimile in respect of my/our shares given or purported to be given by me/us or from the non-receipt or illegibility of instructions faxed by me/us and I/we agree that this authorisation shall remain in force until notice in writing of its termination is received by the Manager, the Administrator and the Administrator's Agent and any such notice shall be without prejudice to the completion of transactions already initiated pursuant to this authorisation.

- (h) The acceptance of my/our subscription application together with the appropriate remittance will not breach any applicable money laundering rules and regulations and I/we undertake to provide verification of my/our identity reasonably satisfactory (on a confidential basis) to the Manager, the Administrator or any of their agents, employees or delegates promptly on request.
- (i) I/We understand and agree that in order for the Manager, the Administrator, or any of their affiliates, agents, employees or delegates to meet their legal and regulatory obligations, their group policies, any request of a public or regulatory authority or pursuant to normal market practice which relate to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to any persons or entities which may be subject to sanctions (collectively "Relevant Requirements"), the Manager, the Administrator, or any of their affiliates, agents, employees or delegates may take any necessary action including without limitation, the checking of each prospective Shareholder or redeeming Shareholder against lists of persons, entities or organisations included on any so-called "watch list" or websites containing such information (such checking may be done by automated screening systems) and the interception and investigation of transactions in relation to the Fund (particularly those involving the international transfer of funds) including the source of or

intended recipient of funds paid in or out in relation to the Fund. In certain circumstances, such action may delay or prevent the processing of this subscription, the settlement of transactions in respect of the Fund or performance of the Administrator's obligations generally, and the Manager, the Administrator's Agent or any of their affiliates, agents, employees or delegates may in such circumstances refuse your application for Shares. None of the Manager, the Administrator, the Administrator's Agent or any of their affiliates, agents, employees or delegates will be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of or caused in whole or in part by any actions which are taken by the Manager, the Administrator, the Administrator's Agent or any of their affiliates, agents, employees or delegates to comply with the Relevant Requirements (including, without limitation, those actions referred to in this paragraph).

- (j) I/We acknowledge that due to money laundering requirements operating within their respective jurisdictions, the Manager or the Administrator or any of their agents, employees or delegates may require further identification of me/us before applications can be processed. The Manager or the Administrator or any of their agents, employees or delegates shall be held harmless and indemnified by me/us against any loss arising from the failure to process this application if such information as has been required from me/us has not been provided by me/us.
- (k) I/We hereby confirm that the Shares are to be subscribed with funds that are from legitimate sources in connection with its regular business activities and which do not constitute the proceeds of criminal conduct within the meaning given in the Proceeds of Criminal Conduct Law (2004 Revision) of the Cayman Islands and the Regulations or Guidance Notes issued pursuant thereto, and the amounts being or to be contributed to the Fund were not and are not directly or indirectly derived from activities that may contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations;
- (l) To the extent that I/we offer interests in the shares to my/our clients, or holds such shares for the benefit of any other person, I/we represent and warrant with respect to the shares subscribed for hereby and all other shares subsequently acquired by me/us: (a) that each such client could make the representations in this Subscription Form, (b) that due to the application of money laundering, tax or similar requirements, or otherwise, upon request from time to time by or on behalf of the Manager, the Administrator or any of their agents, employees or delegates, I/we shall within 2 business days, with respect to such client, provide such certifications, documents or other evidence as may be reasonably required to substantiate the representations made herein, (c) that I/we have satisfied myself/ourselves that all legal requirements in the country in which each relevant client is a resident have been fully observed in connection with the purchase of shares, including obtaining any governmental or other consents which may be required and that it has otherwise complied with all necessary formalities.
- (m) I/We agree to be bound by the laws of the Cayman Islands and Hong Kong SAR to which laws this Subscription Form shall be governed and interpreted although the courts of Hong Kong SAR shall be the initial forum for the administration of the Fund.
- (n) I/We have received, read and understood the risk statement set out in Note 7 and 8 below, which has been provided in (English or Chinese), the language of my/our choice. I/We were specifically invited to read the risk statement, to ask questions and to take independent advice if I/we wished.
- (o) I/We undertake to notify the Manager in the event of any material change to the information I/we have provided in this Form. In particular, should my/our circumstances change as set out in any of 9 (c) to (f) above, I/we will advise the Manager promptly of the change in my/our status. I/We understand that I/we may be obliged to redeem all my/our Shares in the Fund, in which case I/we agree to fully comply with such obligation.
- (p) I/We acknowledges and consent to the use of telephone recording by the Manager, Administrator's Agent, the Investment Advisor, the Administrator, the Custodian or their agents or delegates to record telephone conversations with me/us and any such tape recordings may be submitted in evidence in any proceedings relating to this application or relating to the Fund.

- (q) I/We hereby confirm that the investment for the Shares is for my/our own account and I am/ we are the beneficial owner(s) of the Shares (for individuals/ corporation not acting as nominee).
- (r) I/We agree to abide by the terms and conditions of any Web site through which my/our investment holdings are made available, on acceptance of such terms and conditions by any individual acting on my/our behalf.
- (s) I/We declare that all information provided by me/us in this Subscription Form is correct.
- (t) I/We agrees to indemnify and hold harmless the Administrator, the Manager, or any of their affiliates, agents, employees or delegates from and against any loss, liability, cost or expense (including attorneys' fees, taxes and penalties) which may result, directly or indirectly, from any misrepresentation or breach of any warranty, condition, covenant or agreement set forth in this Subscription Form or in any other document delivered by the me/us to the Manager.
- (u) I/We hereby confirm that the above acknowledgements and declarations are applicable for each and every subsequent transaction/instruction (including any realisation request) I/we make in respect of the Fund.

10. Personal Data (For individual only)

I/We agree that:

- (a) information supplied on this Subscription Form and otherwise from time to time in connection with my/our subscription for shares in the Fund may be held by the Manager, the Administrator, the Administrator's Agent and/or any of their agents or delegates and will be used for the purpose of processing my/our subscription and investment in the Fund and completion of information on the register of shareholders of the Fund, and may also be used for the purpose of carrying out my/our instructions or responding to any enquiry purporting to be given by me/us or on my/our behalf, dealing in any other matters relating to my/our holding of shares in the Fund (including the mailing of reports or notices), forming part of the records of the recipient as to the business carried on by it, observing any legal, governmental or regulatory requirements of any relevant jurisdiction (including any disclosure or notification requirements to which any recipient of the data is subject) and to provide a marketing database for products and market research or to provide information for the despatch of information on other products or services to me/us from the Manager or any connected person of the Manager. All such information may be retained by the recipient after my/our shares have been realised; and
- (b) the Manager and the Administrator's Agent may disclose and transfer such information to the Administrator, the Administrator's Agent, the legal advisers and the auditors of the Fund, including any of their employees, officers, directors and agents, and/or to the ultimate holding company of the Manager and the Administrator and/or their subsidiaries and/or affiliates within or outside Hong Kong or to any third party employed to provide administrative, computer or other services or facilities to any person to whom data is provided or may be transferred as aforesaid and/or to any regulatory authority entitled thereto by law or regulation (whether statutory or not) in connection with my/our investment in the Fund who are or may be persons outside Hong Kong.

11. Client Information Statement

To enable us to provide you with a comprehensive service and to meet SFC requirements, please complete the following questions.

A. Personal Details (For Individual only)

- Age: Under 20 21-35 36-50 51-65 Above 66
- Education: Secondary University Post Graduate Others
- Employment Status Employed Self-employed

Retired Others (please specify) _____

Personal Income (Monthly) Less than HK\$15,000 HK\$15,000 – HK\$40,000
 HK\$40,001 – HK\$80,000 Above HK\$80,000

Net Worth: Less than HK\$500,000 HK\$500,000 – HK\$1,000,000
 Above HK\$1,000,000

Name of Employer: _____

Office Address: _____

Occupation: _____

Position: _____

B. Financial Information (For Corporation only)

a. Annual Income: b. Current Net Worth:

<US\$500,000 <US\$1,000,000
 US\$500,001 – US\$1,000,000 US\$1,000,001 – US\$5,000,000
 >US\$1,000,000 >US\$5,000,000

C. Investment History

a. Have you ever invested in: (you may tick more than one box(es)) b. Investment Objective

Unit trusts/mutual funds Capital preservation
 HK stocks Wealth building
 Overseas stocks Retirement planning
 Forex Others (please specify) _____
 Bonds
 None

c. Investment Experience d. Investment Horizon

1-3 Years Less than 1 year (*short term*)
 3-5 Years 1 year to 3 years (*medium term*)
 More than 5 Years More than 3 years (*long term*)

e. Risk Tolerance Level
Please tick the percentage of unrealized loss you are comfortable with:

10% 20% 30% Over 30%

f. Investment Style
Please select the statement that best describe your investment profile?

Low risk investments with capital preservation as the primary goal.
 A balanced portfolio to achieve long term stable capital growth.
 High risk portfolio
 Others (please specify) _____

12. Execution

Registered Holder(s)

A. First Holder: _____ (Signature) Second Holder: _____ (Signature)
Name in Block Letters: _____ Name in Block Letters: _____

B. Corporate/Partnership/ Nominee Applicant

(Please affix company chop or seal)

Authorized Signature
Name in Block Letters:
Position Held:

Authorized Signature
Name in Block Letters:
Position Held:

Date: _____

* *Delete whichever is inapplicable*

Notes:

1. *The Manager is licensed under the Hong Kong SAR Securities and Futures Ordinance to carry on regulated activities of dealing in securities, advising on securities, advising on futures contracts and asset management in Hong Kong SAR having CE registration number ABN759. The Manager will notify investors if there is any material change to the contact details of the Manager in this Form, or the information given in this paragraph.*
2. *A personal interview may be arranged by the Manager with an individual investor before the application for subscription is accepted if the Manager deems appropriate for anti-money laundering purposes*
3. *Where shares are to be acquired by investors in joint names each such investor must sign and supply names and addresses in the Section "Particulars of Applicant(s)" above. A corporation must execute the Subscription Form under the hand of a duly authorized official who should state his representative capacity together with a company chop or seal*
4. *All individual investors have the right of access to, and to update, all their records (whether held in computer files or manually) held by the Manager or the Administrator's Agent. A copy of such records will be provided to an investor who so requests all or any of them in writing upon the payment of a modest administration charge to cover the costs of complying with such request. Any such request should be made in writing to the Manager at the address set out at the top of this Subscription Form.*
5. *Where the applicant is a financial institution, broker or other person applying to acquire Shares in the Fund on behalf of its individual client(s) the applicant represents and warrants by signing this Subscription Form that it has full power and authority on behalf of the individual investor to subscribe for shares of the Fund and to execute any necessary subscription documentation, including this Subscription Form and, in particular but without limitation to the aforesaid, to make representations (see sections 9 and 10 above) on behalf of such individual investor as to the agreement of such individual investor regarding the use of personal data .*

If the undersigned is acting as agent, representative or nominee (a "Nominee") for an investor the Nominee acknowledges and agrees that the agreements, representations and warranties herein are also made on behalf of the investor. The Nominee represents and warrants that Nominee has all requisite power and authority to enter into and perform this Subscription Form and the agreements contemplated hereby, and Nominee represents and warrants, after reasonable inquiry, that the information, representations and warranties of the investor provided in this Subscription Form and otherwise to Value Partners China Greenchip Fund Limited through the Nominee are accurate and complete. Nominee agrees to indemnify Value Partners China Greenchip Fund Limited, the Manager (including their members, shareholders, managers, partners, directors, officers, employees and agents) for any and all damages, costs, fees, losses and expenses (including counsel fees and disbursements) in connection with or resulting from the Nominee's misrepresentation or misstatement contained herein or breach hereof, or the assertion of the Nominee's lack of proper authorization from the investor.

6. *The initial application, initial request for realisation of Shares, and request for transfer of Shares should be sent in original to the Manager at the address shown on page 1 of this Form. Any subsequent subscription or realisation of shares may be sent to the Manager either in original or, if the applicant has provided the Manager with an original fax indemnity in the form prescribed in Appendix 1, by fax. The Manager may, in his absolute discretion, determine whether or not the original instruction is also*

required in respect of subsequent applications sent by fax. If such discretion is exercised, the Manager is free to act on receipt of the fax or wait for the original in their absolute discretion. Neither the Manager, the Administrator, the Administrator's Agent nor any of their duly appointed agents, employees or delegates will be responsible to the applicant for any loss resulting from the non-receipt or illegibility of any Subscription Form sent by fax or any loss resulting from acting or refusing to act on faxed instructions that were sent or were purported to be sent by the investor.

7. *The price of shares may fluctuate dramatically. The price of shares may move up or down and may even become valueless. It is as likely that losses will be incurred rather than profits made as a result of buying and selling Shares. Past performance is not indicative of future performance. Investors should read the latest Explanatory Memorandum and risk factors associated with investment in emerging markets as stated in the Explanatory Memorandum before subscribing Shares of the Fund.*
8. *Client assets which may be received or held by the Fund outside Hong Kong SAR are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance 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 SAR..*
9. *If the applicant cannot sign or execute the Subscription Form in the presence of the staff of Value Partners Limited, he/she must attach a duly certified true copy of his/her identity document to this Form. A certifier must be a suitable person, such as a lawyer, a chartered or certified public accountant, other registered persons of the Securities and Futures Commission in Hong Kong, director or manager of a regulated credit or financial institution, a notary public or a Justice of the Peace. The certifier should sign the copy document (printing his/her name clearly underneath) and clearly indicate his/her position or capacity and membership no., together with a contact address and phone number. The certifier must indicate that the document is a true copy of the original and that the photo is a true likeness of the individual. If the certifier is certifying more than one page, he/she needs to mention the total pages that he/she is certifying. Please note that certification should be on the document itself (as opposed to attaching a cover letter stating that the "attached" is a true certified copy.*
10. *Please refer to the Explanatory Memorandum of the Fund in respect of management and performance fees payable to the Manager.*
11. *In the event of inconsistency between the terms in the Explanatory Memorandum (including the Addendum, if any) and the Subscription Form, the terms in the Explanatory Memorandum shall prevail.*

Payment Instruction

<i>1. by Telegraphic Transfer (net of bank charges)</i>	
<i>USD</i>	<p>HSBC Bank New York (SWIFT Address: MRMDUS33) 452 Fifth Avenue New York NY 10018 U.S.A.</p> <p>A/C Name: HSBC Institutional Trust Services (Asia) Limited – Value Partners Subscription Account A/C No: 000-14165-8 For credit to: Value Partners China Greenchip Fund Limited DDA No: 00548529 <i>stating the full name of the applicant and the name of the Fund to which the application relates</i></p>
<i>HKD</i>	<p>The Hongkong and Shanghai Banking Corporation Limited (SWIFT Address: HSBCHKHKKH) 1 Queen’s Road Central Hong Kong</p> <p>A/C Name: HSBC Institutional Trust Services (Asia) Limited – Value Partners Subscription Account A/C No: 502-657802-001 For credit to: Value Partners China Greenchip Fund Limited DDA No: 00548529 <i>stating the full name of the applicant and the name of the Fund to which the application relates</i></p>
<p><i>Please note that for cleared funds in US dollars or HK dollars to be received in Hong Kong prior to 5:00 p.m. on the last day of the relevant Dealing Period, payment must be made for value at least one business day in New York (for US dollars) or one Business Day in Hong Kong (for Hong Kong dollars) before the last day of such Dealing Period.</i></p> <p><i>The remitter should instruct the remitting bank to send a SWIFT advice (format MT 103) to HSBC Institutional Trust Services (Asia) Limited (SWIFT Address: BTFEKKHH).</i></p>	

Appendix 1

**VALUE PARTNERS CHINA GREENCHIP FUND LIMITED
FAX INDEMNITY**

To: Value Partners Limited, 9th Floor, Nexxus Building, 41 Connaught Road Central, Hong Kong. (Attention: Investor Services Department)

Note:

1. *This fax indemnity should be sent in original to the Manager at the above address. Faxed copies will not be accepted.*
2. *A corporation must execute this Form under the hand of a duly authorized official together with a company chop or seal.*
3. *Where shares have been acquired by investors in joint names each such investor must sign this Form.*

Dear Sirs,

Re: Value Partners China Greenchip Fund Limited ("Fund")

I/We hereby request and authorize the Manager, the Administrator and the Administrator's Agent of the Fund and their authorized agents to act upon instructions by facsimile in respect of my/our shares in the Fund without liability in respect of any act done in accordance with such instructions and to rely conclusively upon any notice, consent, request, instruction or other instrument believed in good faith by the Manager, the Administrator, the Administrator's Agent and/or any of their authorized agents to be genuine. In consideration of their doing so, I/we agree to fully indemnify and hold harmless the Manager, the Administrator and the Administrator's Agent of the Fund and/or their authorized agents against any loss, cost or expense which the Manager, the Administrator, the Administrator's Agent or any of their authorized agents may incur, directly or indirectly, as a result of the Manager, the Administrator or the Administrator's Agent of the Fund and/or their authorized agents acting or failing to act, in their discretion, upon instructions by facsimile in respect of my/our shares given or purported to be given by me/us or from the non-receipt of instructions faxed by me/us due to failed transmission thereof and I/we agree that this authorization shall remain in force until notice in writing of its termination is received by the Manager, the Administrator and the Administrator's Agent of the Fund and any such notice shall be without prejudice to the completion of transactions already initiated pursuant to this authorization.

For the purposes of this fax indemnity,

"Manager" means Value Partners Limited and its successors as Manager;

"Administrator" means Bank of Bermuda (Cayman) Limited and its successors as Administrator; and

"Administrator's Agent" means HSBC Institutional Trust Services (Asia) Limited and its successors as Administrator's Agent.

I/We hereby represent and warrant by signing this Form that I/we have full power and authority to execute this Form.

Yours faithfully,

A. First Holder: _____ Second Holder (if applicable): _____

Name in Block Letters: _____ Name in Block Letters: _____

B. Corporate/Partnership/Nominee Applicant
(Please affix Company Seal or Company Chop)

Authorized Signature
Name in Block Letters:
Position Held:

Authorized Signature
Name in Block Letters:
Position Held:

Date: _____

Appendix 2

Restricted Person as defined under the Rule 2790 of the National Association of Securities Dealer, Inc. (“NASD”), means:

(A) NASD Members or other broker/dealers

(B) Broker/Dealer Personnel

(i) Any officer, director, general partner, associated person, or employee of an NASD member or any other broker/dealer (other than a limited business broker/dealer);

(ii) Any agent of an NASD member or any other broker/dealer (other than a limited business broker/dealer) that is engaged in the investment banking or securities business; or

(iii) An immediate family member of a person specified in subparagraph (B)(i) or (ii) if the person specified in subparagraph (B)(i) or (ii):

a. materially supports, or receives material support from, the immediate family member;

b. is employed by or associated with the NASD member, or an affiliate of the NASD member, selling the new issue to the immediate family member; or

c. has an ability to control the allocation of the new issue.

(C) Finders and Fiduciaries

(i) With respect to the security being offered, a finder or any person acting in a fiduciary capacity to the managing underwriter, including, but not limited to, attorneys, accountants and financial consultants; and

(ii) An immediate family member of a person specified in subparagraph (C)(i) if the person specified in subparagraph (C)(i) materially supports, or receives material support from, the immediate family member.

(D) Portfolio Managers

(i) Any person who has authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment advisor, or collective investment account.

(ii) An immediate family member of a person specified in subparagraph (D)(i) that materially supports, or receives material support from, such person.

(E) Persons Owning a Broker/Dealer

(i) Any person listed, or required to be listed, in Schedule A of a U.S. Securities and Exchange Commission Form BD (other than with respect to a limited business broker/dealer), except persons identified by an ownership code of less than 10%;

(ii) Any person listed, or required to be listed, in Schedule B of a U.S. Securities and Exchange Commission Form BD (other than with respect to a limited business broker/dealer), except persons whose listing on Schedule B relates to an ownership interest in a person listed on Schedule A identified by an ownership code of less than 10%;

(iii) Any person listed, or required to be listed, in Schedule C of a U.S. Securities and Exchange Commission Form BD that meets the criteria of subparagraphs (E)(i) and (E)(ii) above;

(iv) Any person that directly or indirectly owns 10% or more of a public reporting company listed, or required to be listed, in Schedule A of a U.S. Securities and Exchange Commission Form BD (other than a

reporting company that is listed on a national securities exchange or is traded on the Nasdaq Global Market, or other than with respect to a limited business broker/dealer);

(v) Any person that directly or indirectly owns 25% or more of a public reporting company listed, or required to be listed, in Schedule B of a U.S. Securities and Exchange Commission Form BD (other than a reporting company that is listed on a national securities exchange or is traded on the Nasdaq Global Market, or other than with respect to a limited business broker/dealer);

(vi) An immediate family member of a person specified in subparagraphs (E)(i)–(v) unless the person owning the broker/dealer:

a. does not materially support, or receive material support from, the immediate family member;

b. is not an owner of the NASD member, or an affiliate of the NASD member, selling the new issue to the immediate family member; and

c. has no ability to control the allocation of the new issue.

Note: For the purpose of this definition, the following terms have the meaning indicated:

"Beneficial interest" means any economic interest, such as the right to share in gains or losses. The receipt of a management or performance based fee for operating a collective investment account, or other fees for acting in a fiduciary capacity, shall not be considered a beneficial interest in the account.

"Collective investment account" means any hedge fund, investment partnership, investment corporation, or any other collective investment vehicle that is engaged primarily in the purchase and/or sale of securities. A "collective investment account" does not include a "family investment vehicle" or an "investment club."

"Conversion offering" means any offering of securities made as part of a plan by which a savings and loan association, insurance company, or other organization converts from a mutual to a stock form of ownership.

"Family investment vehicle" means a legal entity that is beneficially owned solely by immediate family members.

"Immediate family member" means a person's parents, mother-in-law or father-in-law, spouse, brother or sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law, and children, and any other individual to whom the person provides material support.

"Investment club" means a group of friends, neighbors, business associates, or others that pool their money to invest in stock or other securities and are collectively responsible for making investment decisions.

"Limited business broker/dealer" means any broker/dealer whose authorization to engage in the securities business is limited solely to the purchase and sale of investment company/variable contracts securities and direct participation program securities.

"Material support" means directly or indirectly providing more than 25% of a person's income in the prior calendar year. Members of the immediate family living in the same household are deemed to be providing each other with material support.

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