

GDPA refers to a collection of regulations that the Government enacted for the purpose of protecting the privacy of personal information in processing of personal information and ensuring that the information is not used for purposes other than those for which it was collected.

1. Definitions

"Confidential Information" means any information that is not generally known to the public or could be harmful to the Company or its business if disclosed. Confidential Information includes trade secrets, know-how, technical data, designs, drawings, formulas, algorithms, software, code, data, and other information that is confidential, proprietary, or otherwise subject to legal protection. Confidential Information also includes information that is confidential, proprietary, or otherwise subject to legal protection, regardless of whether it is in written, electronic, or other form.

"Client" means a GDPA client or a company or individual who is the owner of GDPA, as the case may be.

GDPA Fund is a company that is a subsidiary of the Company.  **GREEN DELTA DRAGON**
Asset Management Company Limited

"GDPA" means the Green Delta Dragon Asset Management Company Limited, a company incorporated in the Cayman Islands. GDPA is the owner of the Company and is the sole shareholder of the Company. GDPA is the owner of the Company and is the sole shareholder of the Company.

"GDPA Policy" means the policy of GDPA regarding the use of GDPA Fund's assets, including the use of GDPA Fund's assets for the purpose of investing in the Company.

CONFIDENTIALITY POLICY

"Material Non-Public Information" or "MNPI" means any information that is not generally known to the public or could be harmful to the Company or its business if disclosed. MNPI includes information that is confidential, proprietary, or otherwise subject to legal protection. MNPI also includes information that is confidential, proprietary, or otherwise subject to legal protection, regardless of whether it is in written, electronic, or other form.

October 5, 2021

"Personal Data" means any information that is collected, stored, or otherwise processed by the Company or its subsidiaries, including information that is confidential, proprietary, or otherwise subject to legal protection.

2. Material Non-Public Information

(a) The Company's policy is to ensure that all information that is confidential, proprietary, or otherwise subject to legal protection is kept confidential and is not disclosed to the public.

(b) The Company's policy is to ensure that all information that is confidential, proprietary, or otherwise subject to legal protection is kept confidential and is not disclosed to the public.

GDDA requires as a condition of employment that its Employees observe the highest standards with respect to protecting its Confidential Information and handling Material Non-Public Information or Personal Data. Capitalized terms shall have the meanings as defined below.

1. Definitions

"Confidential Information" means any proprietary information of GDDA that is not known generally to the public or would be helpful to GDDA's competitors regardless of its form or format. Examples of Confidential Information include intellectual property (such as trade secrets, product secrets, inventions (whether or not patentable), trademarks, and copyrights), business, marketing and service plans, designs, databases, company guides, manuals, Client and vendor information, trading activities and securities holdings, acquisition, divestiture and tender offer plans, personnel data, salary information and any unpublished financial data and reports.

"Client" means a GDDA fund or an investor or investee of GDDA, as the case may be.

"GDDA Fund" means a mutual fund or a segregated managed account of a third-party managed or advised by GDDA or a sub-managed fund over which GDDA has either discretionary or non-discretionary investment management power.

"GDDA" or "Company", "we", "us", "our" means Green Delta Dragon Asset Management Company Limited and its subsidiaries, affiliates, their branches and representative offices and GDDA Funds (as defined above). Reference to GDDA may also mean the appropriate entity that has the authority to grant approval, review or action within the Company such as the direct employer of the Employee (as defined below).

"Employees" or "you" means all directors (including directors of GDDA Funds), officers, full and part-time employees, temporary employees, employees on probation, persons accredited to a fund manager within GDDA, consultants who are natural persons and interns of GDDA.

"Material Non-Public Information" or "MNPI" means any information that (i) is non-public which means it has not been broadly disclosed to and absorbed by the investment community for at least one full trading day (including through any of the following methods: public filing with a securities regulatory authority; issuance of a press release; disclosure of the information in a national or broadly disseminated financial news service; issuance of a proxy statement or a prospectus); and (ii) is material which means it could reasonably affect the market price of the security or that a reasonable investor is likely to consider important in deciding to buy, sell or hold the security. MNPI can be positive or negative. Some examples of information that is material could include significant acquisitions, divestitures or mergers; tender offers; earnings; earning guidance; changes in earnings estimates; financial liquidity problems; loss of key personnel; major transactions with other companies; stock splits or other similar transactions relating to the security which is the subject of the personal account dealing; and negotiation, execution or loss of significant contracts. If there is any question as to whether or not a particular piece of information is material information, it should be assumed that it is material information.

"Personal Data" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. Specific conducts to protect Confidential Information

- (a) You are expected to sign this policy at the time you become employed with the Company and undertake your compliance with it periodically afterwards, as well as when the Company amends this policy.
- (b) You may not disclose Confidential Information to anyone outside the Company, unless you are authorized to do so by the Company or required by law and you follow all required procedures.

- (c) You need to be careful when you are processing or transferring Confidential Information electronically to make sure that it is adequately protected by pseudonymization or encryption.
- (d) Knowledge of confidential information about an outside party gained in the course of work for GDDA is protected in the same manner as Confidential Information about GDDA. In addition, because GDDA interacts with other companies and organizations, there may be times when you learn confidential information about other companies before that information has been made available to the public. You must treat such information in the same manner as you are required to treat GDDA's Confidential Information. You may even be required to treat as confidential the fact that GDDA has an interest in, or is involved with, another company.
- (e) You must only access Confidential Information that you need and are authorized to see; share Confidential Information only with Employees and agents with a legitimate business reason to know and take reasonable security measures to prevent unauthorized persons from obtaining Confidential Information you possess.
- (f) You should also take care not to inadvertently disclose Confidential Information. Materials that contain Confidential Information should be stored securely. Unauthorized posting or discussion of any information concerning GDDA's business, information or prospects on the internet or social media is prohibited. You may not discuss GDDA's Confidential Information in any "chat room," regardless of whether you use your own name or a pseudonym. Be cautious (i) when discussing Confidential Information in public places like elevators, airports, restaurants and "quasi-public" areas within GDDA, such as the reception area or (ii) when using electronic devices when others can see the Confidential Information on the screen.
- (g) All GDDA e-mails, voicemails and other correspondences are presumed confidential and should not be forwarded or otherwise disseminated outside of GDDA, except where required for legitimate business purposes.
- (h) You should avoid sending/ forwarding email chains where Confidential Information is buried in the text or in an attachment to people who are not entitled to receive such information.
- (i) In addition to the above responsibilities, if you are handling information protected by any non-disclosure agreement ("NDA"), then you must handle that information strictly in accordance with such NDA.
- (j) If information is obtained by mistake that may constitute a trade secret or other confidential information of another business, or if you have any questions about the legality of proposed information gathering, you must immediately consult with your supervisor, in-house counsel or the Chief Risk Officer of GDDA.
- (k) You should report any information security incident, which is any event that may result in Confidential Information being lost, stolen or acquired by an unauthorized party.
- (l) It is the responsibility of each Employee to maintain the confidentiality of all Confidential Information both during and after employment unless and until the information ceases to be Confidential Information.
- (m) You must not bring to GDDA any Confidential Information relating to your prior employment or employer unless otherwise agreed to by GDDA and your prior employer. You also must disclose to GDDA and abide by any post-employment restrictions resulting from your prior employment that could expose you or GDDA to liability.
- (n) Except for authorized personnel, GDDA Employees should never make comments or disclosures to third parties such as the media concerning GDDA matters. Therefore, if ever there is an inquiry from the media or other third parties concerning GDDA matters, GDDA Employees must bring this to the

attention of the CEO in a prompt manner.

- (o) If you are unsure which information is confidential or what procedures you should follow in handling Confidential Information, speak with your supervisor, in-house counsel or the CRO.

3. **Handling MNPI**

Employees must handle MNPI strictly in compliance with the Personal Account Dealing Policy. If you believe you may have MNPI, or if you are unsure whether certain information is MNPI, you must promptly consult with your supervisor, in-house counsel or the CRO.

4. **Protecting Personal Data**

- (a) Each Employee, Client and business partner has a right to expect that we will protect their privacy whenever we collect, process, use, or store their Personal Data. We will honor this expectation by following required processes and maintain mandatory security measures when working with Personal Data.
- (b) Only authorized Employees will have access to Personal Data about our Employees, Clients and business partners. Authorized Employees may not share Personal Data about Employees, Clients and business partners to others without a "need to know". And such authorized Employees are required to maintain the confidentiality of Personal Data at all times when sharing internally or with outside service providers or vendors and only may disclose for the purposes that they are authorized to.

5. **Disciplines**

Unauthorized use or distribution of information violates GDDA policy. An Employee who commits such a misconduct offense is subject to disciplinary action by the Company as stated withi the GDDA Employee Handbook, including potential criminal penalties.

EMPLOYEE ACKNOWLEDGMENT

I confirm that I have read, fully understand and will strictly abide by the GDDA Confidentiality Policy as described herein.

Signed,

By: _____

Name: _____

Date: _____