

Boao Forum for Asia Rules and Regulations on Membership

Chapter 1 General Notes

Article I

Boao Forum for Asia (hereinafter referred to as BFA) is a non-governmental, non-profit international organization with a permanent principal base in Boao, Hainan Province, the People's Republic of China where it holds its annual conference on a regular basis.

Article II

This Rules and Regulation is issued in accordance with the revised "Charter of Boao Forum for Asia".

Chapter 2 Membership

Article III

Membership Categories

There shall be two categories of Memberships, namely Full Membership and Partial Membership.

Full Membership includes Initial Members, Honorary Members, Diamond Members and Platinum Members. Partial Membership includes Ordinary Members and Temporary Members.

Article IV

Definition of Membership

1. Initial Members are former state/government leaders, prominent public figures, or non-profit organizations nominated by each of the 28 BFA Initial Countries within its allotted representation (two for each country).
2. Honorary Members are individuals, enterprises and organizations who have made substantial and outstanding contributions to the establishment of BFA. There shall be no more than ten Honorary Members.
3. Diamond and Platinum Members are individuals, corporations and organizations whose applications have been approved for participation in all BFA events including decision-making.
4. Ordinary Members are individuals, corporations and organizations whose applications have been approved for participation in BFA annual conferences and

other events.

5. Temporary Members are individuals, corporations and organizations whose applications have been approved for participation in BFA annual conferences and other events on single event basis.

Article V

Qualifications for Membership:

All applicants for membership of BFA shall:

1. Manifest intent to join BFA
2. Agree to abide by the BFA Charter and other relevant BFA regulations
3. Be a leader in their industry or field; and
4. Be willing to fulfill obligations and duties related to BFA Membership.

Chapter 3 Membership Allocation and Membership Fees

Article VI

Membership Allocation and Membership Fees

1. Initial Membership: There shall be 56 Initial Members. Each of the 28 Initial Parties shall have 2 Initial Members. Each Initial member shall pay a membership fee of USD 1,000 (One Thousand US Dollars).
2. Honorary Membership: There shall be no more than 10 Honorary Members. Honorary Members are not required to pay any membership fee to BFA.
3. Diamond Members:
 - a. 16 year Diamond Membership: Each Diamond Member shall pay a membership fee of RMB 3,000,000 (Three Million RMB Yuan), and the membership is valid for 16 years.
 - b. 5 year Diamond Membership: Each Diamond Member shall pay a membership fee of RMB 1,200,000 (One Million Two Hundred Thousand RMB Yuan), the membership is valid for 5 years.
 - c. 3 year Diamond Membership: Each Diamond Member shall pay a membership fee of RMB 900,000 (Nine Hundred Thousand RMB Yuan), and the membership is valid for 3 years.
4. Platinum Members:
 - a. 16 year Platinum Membership: RMB 1,800,000 (One Million Eight Hundred Thousand RMB Yuan), and the membership is valid for 16 years.
 - b. 5 year Platinum Membership: Each Platinum Member shall pay a membership fee of RMB 800,000 (Eight Hundred Thousand RMB Yuan), and the membership is valid for 5 years.
 - c. 3 year Platinum Membership: Each Platinum Member shall pay a membership fee of RMB 600,000 (Six Hundred Thousand RMB Yuan),

and the membership is valid for 3 years.

5. Ordinary Members:

Each Ordinary Member shall pay a membership fee of RMB 150,000 (One Hundred and Fifty Thousand RMB Yuan), and the membership is valid for 3 years.

6. Temporary Members: Delegates participating various BFA events on standard rate of each event.
7. There shall be no more than 300 Diamond and Platinum Members in total. There shall be no limit on the numbers of Ordinary & Temporary Membership. Current members shall have priority in reapplying for membership upon expiration.
8. Only BFA Board of Directors shall decide if the quotes of each category of membership be changed.

Chapter 4 Membership Rights and Obligations

Article VII

Rights of Full Membership

Each of the Full Members shall be entitled to the following rights:

- 1.
- 1) To speak, to vote, to elect or be elected to the Board of Directors at the BFA General Meeting of Members;
- 2) To make recommendations on topics for the Annual Conference or any other BFA events;
- 3) To participate in the BFA Annual Conference;
- 4) To have unique access and interaction with government, business and academic leaders;
- 5) To obtain access to information provided by BFA and use of the information services and database resources available through the BFA website;
- 6) To seek business opportunities through the established network of BFA;
- 7) To seek assistance from BFA for “enterprise diagnosis”;
- 8) To commission BFA to hold specific seminars or workshops on issues of concern;
- 9) To commission BFA to conduct marketing and similar surveys and to provide legal consultation on its business expansion programs;
- 10) To commission BFA to search for talents and to conduct training programs;
- 11) To have priority in providing sponsorship or hosting various BFA events;
- 12) To claim and announce “BFA Membership” in external communications and publicity;
- 13) To be provided the auditing report done by an internationally recognized auditing firm;
- 14) To enjoy preferential treatment in use of all facilities available at Boao Aquapolis;
- 15) Such other rights as shall be determined by the Board of Directors; and

16) Other rights of respective categories of Full Membership shall be referred to in Article 8, 9, 10, and 11 of this Rules and Regulations.

2. However, appropriate level of service fee will be charged if the members enjoy the rights as listed from (7) to (10).

Article VIII

Each of the Initial Members shall be entitled to the following rights in addition to the rights as provided in Article VII:

1. To have 1 complimentary registration to each BFA Annual Conference; and
2. To enjoy priority in logistical arrangements while attending BFA Annual Conferences and other events.
3. Recommend up to 2 qualified delegates to attend BFA Annual Conferences and other events at BFA members' rate.

Article IX

Each of the Honorary Members shall be entitled to the following rights in addition to the rights as provided in Article VII:

1. To have 1 complimentary registration to each BFA Annual Conference; and
2. To enjoy priority arrangement and VIP status in all BFA events.
4. Recommend up to 3 qualified delegates to attend BFA Annual Conferences and other events at BFA members' rate.

Article X

Each of the Diamond Members shall be entitled to the following rights in addition to the rights as provided in Article VII:

1. The Chief Representatives of Diamond Members (Chairman, CEO or President) shall be provided with limousine airport pick-up service while attending BFA Annual Conferences;
2. The Chief Representatives of Diamond Members (Chairman, CEO or President) shall have priority arrangement at the VIP table with government leaders during BFA Annual Conference dinners, they shall also be arranged with best row seating for all other social functions hosted by BFA;
3. The Chief Representatives of Diamond Members (Chairman, CEO or President) shall have priority arrangement in meeting with government leaders or in attending other exclusive receptions during BFA Annual Conferences;
4. To be provided priority opportunity to attend minister's breakfast and lunch meetings, and to be assisted in making appointments with ministers during the BFA Annual Conferences;

5. The Chief Representatives of Diamond Members (Chairman, CEO or President) shall be provided priority opportunity to be invited as a speaker of the Annual Conference;
6. To have 2 complimentary registrations to the annual conference, while having the priority of recommending up to 3 qualified delegates to attend BFA Annual Conferences and other events at BFA members' rate.
7. To recommend speakers for BFA conferences and events;
8. To have priority in use of the conference rooms at the Annual Conference Venue of BFA (dependent on coordination with other BFA members),
9. To have acknowledgement at well-marked site in & outside the conference hall during the BFA Annual Conferences.
10. To display its corporate name and logo on BFA Annual Conference Handbook. and
11. To maintain a free link to the members website from the BFA official website;

Article XI

Each of the Platinum Members shall be entitled to the following right in addition to the rights as provided in Article VII:

1. The Chief Representatives of Platinum Members (Chairman, CEO or President) shall be provided with limousine airport pick-up service while attending BFA Annual Conferences;
2. The Chief Representatives of Platinum Members (Chairman, CEO or President) shall have the priority to be arranged at the VIP table at the dinners of the BFA Annual Conferences, they shall also be arranged priority seating for all other social functions hosted by BFA;
3. The Chief Representatives of Platinum Members (Chairman, CEO or President) shall have the priority to be arranged to meet with government leaders or attend other exclusive receptions at the BFA Annual Conference;
4. The Chief Representatives of Platinum Members (Chairman, CEO or President) shall have the priority to be provided the opportunity to attend ministers' breakfast and lunch meetings, and to be assisted in making appointments with ministers during the BFA Annual Conferences;
5. The Chief Representatives of Platinum Members (Chairman, CEO or President) shall be provided the priority opportunity to be invited as a speaker of the Annual Conference;
6. To have 1 complimentary registration to the annual conference, while having the priority of recommending up to 3 qualified delegates to attend BFA Annual Conferences and other events at BFA members' rate.;
7. To recommend speakers for BFA conferences and events; and
8. To have priority in use of conference rooms at the BFA Annual Conference Venue (dependent on coordination with other Diamond and Platinum members);
12. To have acknowledgement at well-marked site in & outside the conference hall

- during the BFA Annual Conferences.
9. To display its corporate name and logo on BFA Annual Conference Handbook.
and
 10. To maintain a free link to the members website from the BFA official website.

Article XII

Rights of Ordinary Membership

Each of the Ordinary Members shall be entitled to the following rights:

1. To have priority registration to attend in BFA Annual Conferences and other events;
2. To obtain access to information provided by BFA and use of the information services and database resources available through the BFA website;
3. To seek business opportunities through the established networks of BFA;
4. To have the priority of participating in various business events organized by BFA;
5. To commission BFA to search for talents and to conduct training programs;
6. To partially enjoy preferential treatment for utilization of all facilities available at Boao Aquapolis;
7. To enjoy members' rate in attending BFA annual conferences and other events. The quota for attending the annual conference is 3 persons. All participants shall be Vice President above senior executives of member companies.
8. Such other rights as shall be determined by the Board of Directors.

Article XIII

Rights of Temporary Membership

Each of the Temporary Members shall be entitled to the following rights:
Participate the event according the relevant regulations of the said event
Other rights as stipulated by relevant policies of the said event.

Article XIV

Membership Obligations

All Members shall be obliged:

1. To abide by the BFA Charter and other relevant regulations;
2. To comply with and carry out all applicable resolutions adopted by BFA;
3. To protect the legitimate interests of BFA;
4. To pay membership fees pursuant to the relevant regulations of BFA;
5. To provide true and reliable information to BFA; and
6. To comply with other membership obligations as shall be determined by the Board of Directors.

Article XV

The membership fees shall be used to carry out various BFA activities, including the BFA Annual Conference and other events, and to cover the daily operational costs of the BFA Secretariat. The BFA Secretariat shall establish financial management systems in accordance with generally accepted financial management principles and the relevant laws of the People's Republic of China. The Secretariat shall prepare an annual financial report to be submitted to the Board of Directors. After approval by the Board of Directors, the Annual Financial Report shall be reported to all BFA members at the General Meeting of Members.

In addition to membership fees, BFA is also entitled to accept donations from its members and other legitimate parties.

Chapter 6 Procedure for Membership Application and Withdrawal

Article XVI

All individuals, corporations and other juridical associations meeting the requirements of Article V are qualified to apply for BFA membership. The specific procedures are as follows:

1. Required documents and materials:

- (1) Should the Applicant be a company or a juridical association, the following documents and materials shall be submitted to BFA:
 - a. The Application Form signed by the legal representative or authorized representative of the Applicant and sealed by the Applicant.
 - b. A copy of the Business License (if the Applicant is a Non-Chinese company or juridical association, A copy of the Certificate of Incorporation or the copy of the Certificate of the Juridical Association or other documents which can verify its legal existence shall be provided) of the Applicant, which shall be signed or sealed by the Applicant.
 - c. The authorized representative should submit the Power of Attorney, which shall be signed by the legal representative and the copy of his/her ID Certificate.
 - d. An Introduction of the Applicant (which should cover the history, structure of management, organization structure, registered address, registered capital, business scope, business condition and scale of the Applicant. Should the

Applicant be a corporation, the latest Annual Report is also acceptable).

- e. A Representation signed by the legal representative or authorized representative of the Applicant and sealed by the Applicant, which shall include the content as follows: “the Applicant hereof guarantees that all business being done or planned to be done by the Applicant is in full compliance with laws and regulations of the Applicant’s registering country or region; and all documents and materials submitted by the Applicant to Boao Forum for Asia is true and obtained through due course and if there are any counterfeits, imitations, alterations, invalidity or other falsities found in the above mentioned documents and materials, Boao Forum for Asia shall have the right to refuse the Application or unilaterally deprive the Applicant of its Membership of Boao Forum for Asia. The membership fees shall not be refunded.”

(2) Should the Applicant be an individual, the following documents and materials shall be submitted to BFA:

- a. The Application Form signed by the Applicant.
- b. Two personal passport size photos of the Applicant.
- c. A copy of the ID Certificate of the Applicant.
- d. A Resume of the Applicant.
- e. A Representation Letter signed by the Applicant, which shall include the contents as stipulated in 1-(1) e of Article XV.
- f. Should there be an authorized representative, the Power of Attorney and a copy of ID Certificate of the authorized representative should be submitted as well.

2. **Submission of application**

The relevant documents and materials should be submitted to BFA by registered letter (to facilitate processing of the application, the application form may be sent to BFA in advance by E-mail, fax or other means of delivery).

3. **Processing of Application**

BFA will start processing the application promptly upon its receipt, including verifying the completeness of all relevant documents and materials submitted by the applicant. A decision on membership will be made within fifteen (15) working days.

- (1) BFA will notify the successful applicant in writing by a registered letter, and a fax of the decision to award BFA membership. The applicant shall pay a

one-time membership fee within ten (10) working days upon the receipt of such notice. Within five (5) working days after its confirmation of the receipt of the membership fee, BFA shall issue an official Certificate of Membership of BFA to the applicant. BFA will also provide a copy of the BFA Charter and a schedule of current BFA activities to the new member. The date of issuance of the Certificate of Membership shall be deemed as the date of which the applicant joined BFA. In the event that the membership fee due to BFA is not received from an applicant within the time specified above, BFA will again notify the applicant in writing that the payment of the membership fee must be received by a certain date. If the applicant still fails to pay the membership fee within the given time, BFA will notify the applicant in writing that the application could not be approved.

- (2) If the documents and materials submitted by the applicant are insufficient or do not meet the requirements of BFA, within fifteen (15) working days upon receiving the application, BFA will notify the applicant in writing to supply all required documents and materials within thirty (30) working days from issuance of such notice. In the event that the applicant is unable to supply the required documents during the stipulated time or the supplied documents and materials still fail to meet the requirements, BFA will once again notify the applicant in writing. If the applicant fails to respond within forty-five (45) working days after such notice has been sent out or the supplied documents and materials still fail to meet the requirements, BFA will notify the Applicant in writing that the application could not be approved.
- (3) After the applicant has joined BFA as a member, and if it appears that there is any untruthful declaration or misrepresentations made in connection with the application submitted by the applicant, BFA shall inform the applicant in writing within 5 working days, and submit the case to the Board of Directors of BFA (hereinafter referred to as the “Board”) for consideration. If the Board decides to revoke the applicant’s membership of BFA, BFA will inform the members concerned in writing and circulate the same in relevant BFA publications.

4. Payment of the Membership Fee

The membership fee excluding all additional bank charges shall be paid to the following bank account by wire transfer:

Bank: Bank of China, Hainan Branch, Qionghai sub-branch
Name of Account: Boao Forum for Asia
Account (RMB): 265001086645
Account (US Dollars): 266251086642

Membership fees may be paid either in RMB or USD. For those who would pay the Membership fees in USD, the exchange rate shall be the current rate announced by the people’s bank on the day of the application of which the applicant shall be duly notified. The cost and processing fees incurred if any shall be borne by the applicant.

5. Contact Details

The applicant may, by the following means, inquire for detailed information about the Application for Membership in Boao Forum for Asia:

- (1) Tel: +86-10-6505 7377
- (2) Fax: +86-10-6505 1833
- (3) E-mail: member_service@boaoforum.org
- (4) Website: <http://www.boaoforum.org>
- (5) Address: Suite 2210, China World Tower 3, No. 1 Jian Guo Men Wai Avenue, Beijing, 100004 P.R. China

Article XVII

1. All members are entitled to withdraw their membership.
2. In the event that a Full Member or Ordinary Member decides to withdraw from BFA, the member shall deliver written notice to the Secretary-General of BFA at least two months prior to the date of withdrawal. The associated membership shall be considered terminated upon receipt of written confirmation from the BFA Secretariat, informing the member of the acceptance of the member's withdrawal.
3. Upon acceptance of a Full or Ordinary member's notice of withdrawal, the following terms for refunding membership fees shall apply:
 - 1) For 16 year term Diamond and Platinum Memberships:
 - i. After membership confirmation, 30% membership fees shall be non-refundable.
 - ii. The remaining 70% of membership fees shall be refundable according to the time of withdrawal. If a member withdraws in the first year of membership, all of the remaining 70% membership fees shall be refunded. Beginning from the second year of membership, there shall be an annual 1/15 deduction of the remaining 70% membership fees.
 - 2) For 5 year term Diamond and Platinum Memberships:
 - i. After membership confirmation, 50% membership fees shall be non-refundable.
 - ii. The remaining 50% of membership fees shall be refundable according to the time of withdrawal. If a member withdraws in the first year of membership, all of the remaining 50% membership fees shall be refunded. Beginning from the second year of membership, there shall be an annual 1/5 deduction of the remaining 50% membership fees.
 - 3) For 3 year term Diamond, Platinum and Ordinary Memberships:
 - i. After membership confirmation, 70% membership fees shall be non-refundable.
 - ii. The remaining 70% of membership fees shall be refundable according to the time of withdrawal. If a member withdraws in the first year of membership, all of the remaining 30% membership fees shall be

refunded. Beginning from the second year of membership, there shall be an annual 1/3 deduction of the remaining 30% membership fees.

4. In the event that a Temporary Member intends to withdraw from the event it registered to participate, relevant withdrawal policies of the said event shall apply.

Article XVIII

Termination of Membership

Upon approval by the Board of Directors, the BFA secretariat shall reserve the right to terminate any individual membership based on evidence of a member's involvement in lawbreaking activities, fiduciary neglect or other acts considered harmful or detrimental to BFA, its mission, or partners. The Secretariat also reserves the right to terminate membership for failure on the part of the member to communicate with BFA for a period of more than two years. However, the Member shall be entitled to prior notice of such action. The membership fees shall not be refunded.

Article XIX

Interpretation

The authority to interpret provisions of the regulation shall rest upon the Secretariat.

Article XX

Effectivity/Applicability

This Rule and Regulation on Membership shall be effective on April 10, 2014 and shall be applied to all members, i.e. current members recruited before the revision of this Rule and Regulation and new members recruited thereafter.