NANYANG COMMERCIAL BANK, LTD. 151 DES VOEUX ROAD CENTRAL HONG KONG

TEL: 2852 0888 FAX: 2815 3333



Addendum

The following provisions are added to the agreements and terms and conditions relating to securities (including funds, bonds, notes, loan stocks and interests in collective investment schemes), and asset management which you (the customer) agree with Nanyang Commercial Bank Limited (us) as from 1 April 2003, and will prevail over any inconsistent provisions in those agreements and terms and conditions. We are a licensed bank under the Banking Ordinance and a registered institution under the Securities and Futures Ordinance, CE Number AAI250. We draw your attention to the risk disclosures at the end of this Addendum.

- 1. You represent to us that, unless you notify us otherwise in writing:
 - (a) you hold your accounts and will enter into each transaction as principal and not as agent for any other person; and
 - (b) you are the sole beneficial owner of all your securities and other investments held by us, free from third party claims or interests.
- 2. If you are not the ultimate beneficiary or the person ultimately responsible for originating an instruction in relation to securities listed or traded on the Hong Kong stock exchange, or derivatives including over-the-counter derivatives, written over such securities
 - (a) you agree to provide full details (including the identity, address and contact details) of the ultimate beneficiary and of the person ultimately responsible for originating the instructions directly to the Hong Kong stock exchange and the SFC within 2 business days of a request by us or by any of them;
 - (b) your agreement in (a) above will survive termination of our services; and
 - (c) if a beneficiary or person originating an instruction is located outside Hong Kong, you confirm that these provisions are binding under the relevant foreign law.
- 3. You confirm that all your sell orders in respect of securities at or through the Hong Kong stock exchange will be "long" sales unless you notify us at the time of placing a sell order that it relates to securities which you do not own but have a right to obtain, i.e. involves short selling, and at the same time provide us with the requisite assurance that the sale is "covered".
- 4. If we are holding your Hong Kong listed securities and interests in authorized collective investment schemes in safe custody in Hong Kong, we will arrange for them to be registered or held in safe custody in accordance with Hong Kong laws and regulations, including registration of registered securities and interests in the name of our nominee. We will only appoint custodians or nominees qualified under Hong Kong laws and regulations to hold such securities and interests. Such custodians or nominees may be our affiliates.
- 5. You agree that your securities and other investments (whether held by us for safe custody or otherwise) are subject to a lien in our favour and that if you do not pay any amount owing by you to us or any of our affiliates when due or on demand, we may sell your securities and other investments or part thereof at such price, on such terms and by such method as we may determine. We may apply the net proceeds to reduce all or any of your liabilities to us on any account.
- 6. We may do or refrain from doing anything that we believe is required in order to comply with the laws, regulations and rules applicable to your securities and other investments or to us, including the rules, codes, guidelines and practices of regulatory authorities, exchanges and clearing houses. All such actions and omissions bind you.
- 7. You confirm that all information given to us for the purpose of your accounts and every transaction is true and complete. You will promptly notify us of any material change to that information.

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- 8. We will inform you of any material change to our name, principal address, registration status, CE number, the nature of our services, or our fees or charges.
- 9. We will respond promptly to your request for information on corporate actions in relation to your securities held by us.
- 10. We will provide you with monthly statements of your securities and other investment accounts, unless a statement is not required under applicable regulation, such as, if there has been no transaction in your account and the account balance is nil. Please notify us if you do not receive a statement.
- 11. We may record conversations with you without notice.
- 12. When effecting transactions for you, our affiliates or we may have a material interest in relation to the transaction. For example, our affiliates or we may:
 - (a) have a position in relation to the securities or other investment or are involved as issuer, manager, custodian, trustee or otherwise; or
 - (b) match your order with those of other customers.

If we have an actual or potential conflict of interest in relation to a transaction, we will not act unless we have disclosed that conflict to you and have taken all reasonable steps to treat you fairly.

We may have existing or future commercial or banking relationships with any person involved in the issue or management of any securities or other investments or their affiliates, and will pursue actions that we deem appropriate to protect our interests, without obligation to disclose or account to you, and regardless of whether such action might adversely affect you.

Additional risk disclosure

You acknowledge and understand that:

Risk of your assets received or held outside Hong Kong

Your assets received or held by us or our nominee outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap 571) and the rules made thereunder. Consequently, your assets may not enjoy the same protection as that conferred on customer assets received or held in Hong Kong.

Risk of providing an authority to hold mail or to direct mail to third parties

If you provide us with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of your account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

Nanyang Commercial Bank, Limited February 2003