CITIC SECURITIES KOREA LTD
SECURITIES DEALING SERVICES ANNEX

1. Definitions and Interpretation

1.1 In this Securities Dealing Services Annex capitalised terms have the meaning given to them in the "CITIC Securities Korea Ltd Terms of Business" (the "**Terms of Business**"). In addition, "**Regulators**" means any legal, regulatory or governmental authority having jurisdiction in the Republic of Korea in respect of transactions in Securities conducted in such jurisdiction.

1.2 This Securities Dealing Services Annex is referred to herein as "this Annex".

1.3 References in this Annex to "we", "us" and "our" mean, unless the context otherwise requires, CITIC and where the context requires will also include any company in the CITIC Group.

2. Effect of Terms of Business; Amendment

2.1 This Annex shall apply to you if you requested that we provide you with Securities Dealing Services in the Republic of Korea.

2.2 The terms and conditions set out in this Annex shall apply to all Securities Dealing Services provided by us to you in addition to, and supplemental to, the terms and conditions set out in the Terms of Business. Accordingly, the terms and conditions in this Annex are legally binding and take effect when you signify your acceptance by placing an order for Securities with us following your receipt of our Terms of Business, this Annex, the DMA Services Agreement and any relevant documents agreed between you and us in writing.

3. Appointment; Services; Additional Services

3.1 We may at our sole discretion, at your request, open an Account or Accounts for the purposes of providing you with Securities Dealing Services.

3.2 In addition to Securities Dealing Services, we may also provide you with other services in connection with Securities, the terms of which will be notified to you in writing from time to time and where necessary we may require you to agree to such terms in writing. Any such additional terms will form part of and be supplemental to the Terms of Business, including this Annex.

4. Instructions

You acknowledge that instructions or orders for Securities given orally or in writing to one of our representatives in the United States of America or the United Kingdom are not received by us until such representative has forwarded such instruction or orders and we have received them outside the United States of America or the United Kingdom, as the case may be.

5. Market Requirements

5.1 You acknowledge that you need to comply with the relevant requirements every time you short sell so that you are conducting lawful short selling..

5.2 Without prejudice to the generality of Clause 5.1, you hereby undertake to inform us when a sell order is in respect of Securities which you do not own (that is, where a transaction is a short sale).

5.3 In respect of any transactions duly concluded on the trading floor of the Exchange, the rules of the Exchange and of the Clearing House, and in particular, those relating to trading and settlement shall be binding upon both you and us.

6. Concerning Transactions in Securities

6.1 We shall be under no duty to investigate, participate in or take affirmative action concerning attendance at meetings, voting or other rights attaching to or derived from Securities. We shall have no responsibility to take any action in respect of proxies received.

6.2 You hereby authorise us:

(a) To hold any Securities on your behalf in the name of a nominee appointed by us or as you may direct in writing. Where Securities are held by our nominee on your behalf:

(i) We shall not be obliged to return exactly the same Securities as were originally deposited by you with us but only to return Securities in the same quantity, class and denomination; and

(ii) we may commingle such Securities with Securities held by our nominee on behalf of our other clients provided that we identify such Securities in our records as being held for your account;

(b) to administer all benefits attaching to the Securities held by us on your behalf including but not limited to rights issues, capitalisations, scrip dividends and offers and (without limitation) to collect any dividends or interest accruing or payable on any Securities held by us or any nominee appointed by us or any Securities, rights, money or property accruing, arising or offered by way of redemption, bonus, preference, option or otherwise to or in respect of such Securities and to credit the same to your Account(s) and to be held in the name of a nominee appointed by us in trust for you. Nothing in this sub-clause shall be construed as placing on us any liability whatsoever in respect of any calls, instalments or other payments relating to any Securities held by a nominee appointed by us as aforesaid or in respect of any Securities, rights, money or property accruing, arising or offered on the above basis;

(c) we shall use reasonable efforts to give you notice of any necessary information we receive in relation to any benefit attaching to your Securities which requires your instructions and to indicate whether any decision is required of you and to specify a date by which it is needed. If we do not receive such instructions in sufficiently reasonable time, we shall be authorised at our sole and absolute discretion to take or omit to take any action. We shall have no obligation to notify you of any other matters relating to Securities held by our nominee except as aforesaid;

(d) to place, uplift and renew cash deposits in currencies on your behalf and, in the exercise of such discretion, from time to time as we think fit, to debit your Account(s) with us for deposits placed or renewed and to credit your Account(s) with us for deposits uplifted; and

(d) we shall have the right, exercisable at any time, to close any Account(s) maintained in your name and/or on your behalf without ascribing any reason for doing so at our absolute discretion at any time.

6.3 If you effect transactions for the account of your clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching

transactions as principal with your clients, you hereby agree that, in relation to a transaction where we have received an enquiry from the Regulators, the relevant provisions of Clauses 6.4 to 6.6 shall apply.

6.4 Subject to as provided in Clauses 6.5 and 6.6, you shall, immediately upon our request (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address, occupation and contact details of the client for whose account the transaction was effected and (so far as known to you) of the person with the ultimate beneficial interest in the transaction. You shall also inform the Regulators of the identity, address, occupation and contact details of any third party (if different from the client/ultimate beneficiary) who originated the transaction.

6.5 (a) If you effected the transaction for a collective investment scheme, discretionary account or discretionary trust, you shall, immediately upon our request (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed you to effect the transaction.

(b) If you effected the transaction for a collective investment scheme, discretionary account or discretionary trust, you shall, as soon as practicable, inform us when your discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where your investment discretion has been overridden, you shall, immediately upon our request (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the transaction.

6.6 If you are aware that your client is acting as intermediary for its underlying client(s), and you do not know the identity, address, occupation and contact details of the underlying client for whom the transaction was effected, you confirm that:

(a) you have arrangements in place with your client which entitle you to obtain the information set out in Clauses 6.4 and 6.5, as relevant, from your client immediately upon request; and

(b) You will, upon our request in relation to a transaction, promptly request the information set out in Clauses 6.4 and 6.5, as relevant, from your client on whose instructions the transaction was effected, and provide the information to the Regulators as soon as received from your client.

7. Maintenance and Operation of Your Account

7.1 Every transaction executed by us for you or on your behalf on the floor of the Exchange shall be subject to a transaction levy and any other levies that the Exchange may from time to time impose and we are hereby authorised to collect any such levies in accordance with the rules prescribed by the Exchange from time to time.

7.2 Before the due settlement date in respect of any transaction in Securities which we have executed on your behalf, you will put us in funds to complete such transaction or make good delivery of the Securities to be sold, as the case may be.

7.3 You agree that should you fail to make payment or delivery of Securities as required by Clause 7.2 by the due settlement date, we are hereby authorised to:

(a) **in the case of a purchase transaction, to transfer or sell any such purchased Securities to satisfy your obligations to us; or**

(b) **in the case of a sale transaction, to borrow and/or purchase such sold Securities to satisfy your obligations to us.**

7.4 You hereby acknowledge that you will be responsible to us for any loss, costs, fees and expenses incurred by us in connection with your failure to meet your obligations due by the settlement dates and for any debit balance or other liability owing on any of your Account(s) even if such Account(s) has/have been closed and you shall pay on demand such amount as we may require to discharge this responsibility.

7.5 If we are carrying your Account(s) as clearing broker by arrangement with another broker through whose courtesy your Account(s) has/have been introduced, then until receipt from you of written notice to the contrary, we may accept from such other broker, without inquiry or investigation to or by us, (i) orders for the purchase or sale in your Account(s) of Securities on margin or otherwise, and (ii) any other instructions concerning your Account(s) and that broker shall for all purposes be treated as an authorised signatory of this Account for the purposes of the Terms of Business. We shall not be responsible or liable for any acts or omissions of such other broker or its employees.

7.6 Without affecting the generality of any of the Terms of Business, to the extent that you do not reimburse us in full on demand or within the time customarily set by the Exchange or market upon which the Securities are traded, for the cost of any Securities purchased by us on your behalf, we may, but shall have no obligation whatsoever to, advance the balance of the purchase price to you as a loan which shall be repayable, in whole or in part, within 24 hours of demand or such shorter period of time as we may in our absolute discretion determine and shall be secured and bear interest at such rate(s) determined by us to be applicable from time to time.

7.7 In the event that we have to obtain Securities, which we have purchased on your behalf, in the open market, following the failure of a selling broker to deliver such Securities by or on the settlement date, you will be responsible for any difference in price in respect thereof and all incidental expenses incurred in connection with such open market purchase.

7.8 We shall not, without your prior written consent deposit any of your Securities as security for loans or advances or lend or otherwise part with possession of any such Securities for any purpose.

7.9 Any obligation which we may have to deliver Securities, deposits of cash, credit balances or other property to you shall in any event be conditional upon you having paid to us all fees, charges, expenses and liabilities owed to us by you under the Terms of Business. You further agree with us not to charge or otherwise encumber any such Securities, deposits of cash, credit balances and property (or any rights in respect thereof) delivered to us without our prior agreement.

7.10 You hereby acknowledge that subject to any Market Requirements and provided that trading is executed competitively in accordance with the rules of the Exchange, we may take the opposite position to your order whether it is on our own account or is on behalf of our other clients and we shall not be liable to account to you for any emoluments, commission, profits or any other benefits whatsoever resulting from our doing any of those things.

8. New Listing of Securities

8.1 In the event that you request and authorise us to apply for Securities in respect of a new listing and/or issue of Securities on the Exchange as your agent and for your benefit or for the benefit of any other person, at that time you hereby warrant to and for our benefit that we have authority to make such application on your behalf.

8.2 You shall familiarise yourself and comply with all the terms and conditions governing the Securities of the new listing and/or issue and the application for such new Securities set out in any prospectus and/or offering document and the application form or any other relevant document in respect of such new listing and/or issue and you agree to be bound by such terms and conditions in any such transaction you may have with us.

8.3 Unless you notify us otherwise at the same time as, or prior to, your instructions to us to apply for Securities in a particular new listing and/or issue on your behalf, you hereby give to us all the representations, warranties and undertakings which an applicant for Securities in such new listing and/or issue is required to give (whether to the issuer, sponsors, underwriters or placing agents of the relevant Securities, the Exchange or any other relevant regulator or person).

8.4 You hereby further declare and warrant, and authorise us to disclose and warrant to the Exchange on any application form (or otherwise) and to any other person as appropriate, that any such application made by us as your agent is the only application made, and the only application intended to be made, by you or on your behalf, to benefit you or the person for whose benefit you are applying. You acknowledge and accept that the aforesaid declaration and warranty will be relied upon by us and by the issuer, sponsors, underwriters or placing agents of the relevant Securities, the Exchange or any other relevant regulator or person in respect to any application made by us as your agent.

8.5 You acknowledge that any application made by an unlisted company which does not carry on any business other than dealing in securities and in respect of which you exercise statutory control shall be deemed to be an application made for your benefit.

8.6 You undertake to provide to us such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such Market Requirements as we may in our absolute discretion determine from time to time.

8.7 In relation to a bulk application to be made by us or our agent, you acknowledge and agree:

(a) that such bulk application may be rejected for reasons which are unrelated to you and your application and neither us nor our agent shall, in the absence of fraud or wilful default, be liable to you or any other person in consequence of such rejection; and

(b) to indemnify us in accordance with Clause 22 of the Terms of Business if such bulk application is rejected either in circumstances where the representations and warranties have been breached or otherwise because of factors relating to you. You acknowledge that you may also be liable in damages to other persons affected by such breach or other factors.

9. Security and Rights over Your Account(s)

In addition to the rights granted by you to us pursuant to Clause 15.3 of the Terms of Business and without prejudice and in addition to any general lien, right of set-off or similar right to which we may be entitled by law or otherwise under the Terms of Business, you hereby expressly grant to us the right to transfer Securities, deposits of cash, credit balances and other property held by us or by a nominee appointed by us from or to any other of your Account(s) whenever in our judgement we consider such a transfer necessary or desirable for our protection or otherwise expedient.

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