

---

## TERMS AND CONDITIONS OF THE HONG KONG PUBLIC OFFERING

---

### GENERAL

If you apply for Hong Kong Offer Shares in the Hong Kong Public Offering you will be agreeing with our Company and the Sole Global Coordinator (on behalf of the Hong Kong Underwriters) as set out below.

If you electronically instruct HKSCC via CCASS to cause HKSCC Nominees to apply for the Hong Kong Offer Shares on your behalf, you will have authorized HKSCC Nominees to apply on the terms and conditions set out below, as supplemented and amended by the terms and conditions applicable to the relevant application method.

In this section, references to “you”, “applicants”, “joint applicants” and other like references shall, if the context so permits, include references to both nominees and principals on whose behalf HKSCC Nominees is applying for the Hong Kong Offer Shares; and references to the making of an application shall, if the context so permits, include references to making applications electronically by giving instructions to HKSCC and references to making applications electronically by submitting an application to the designated White Form eIPO Service Provider through the designated website at [www.eipo.com.hk](http://www.eipo.com.hk) for the White Form eIPO service.

Applicants should read this prospectus carefully, including other terms and conditions of the Hong Kong Public Offering set out in this prospectus, and in the relevant Application Form or imposed by HKSCC prior to making an application for Hong Kong Offer Shares.

### OFFER TO ACQUIRE THE HONG KONG OFFER SHARES

You offer to purchase from us at the Offer Price the number of the Hong Kong Offer Shares indicated in your Application Form or inputted via CCASS electronically as the case may be (or any smaller number in respect of which the application is accepted) on the terms and conditions set out in this prospectus and the relevant Application Form.

For applicants using Application Forms, where applicable, a refund check in respect of the surplus application monies (if any) representing the Hong Kong Offer Shares applied for but not allocated to you and representing the difference (if any) between the Offer Price and the maximum offer price (including, in each case, the related brokerage, Stock Exchange trading fee and SFC transaction levy), is expected to be sent to you at your own risk to the address stated on your Application Forms on or before Friday, 20 February 2009.

Details of the procedure for refunds relating to each of the Hong Kong Public Offering methods are contained in the section headed “How to Apply for Hong Kong Offer Shares — IX. Publication of Results; Despatch/Collection of Share Certificates and Refunds of Application Monies” in this prospectus.

Any application may be rejected in whole or in part.

Applicants under the Hong Kong Public Offering should note that in no circumstances (save for those provided under section 40 of the Companies Ordinance) can applications be withdrawn once submitted. For the avoidance of doubt, our Company and all other parties involved in the preparation of this prospectus acknowledge that each CCASS Participant who gives, or causes to give, electronic application instructions to HKSCC via CCASS is a person who may be entitled to compensation under section 40 of the Companies Ordinance.

---

## TERMS AND CONDITIONS OF THE HONG KONG PUBLIC OFFERING

---

### ACCEPTANCE OF YOUR OFFER

The Hong Kong Offer Shares will be allocated after the application lists close. We expect to announce the Offer Price, the level of applications in the Hong Kong Public Offering, the basis of allocations of the Hong Kong Offer Shares and the final number of the Hong Kong Offer Shares comprised in the Hong Kong Public Offering in the South China Morning Post (in English) and the Hong Kong Economic Times (in Chinese) on Friday, 20 February 2009.

The results of allocation of the Hong Kong Offer Shares under the Hong Kong Public Offering, including the Hong Kong identity card numbers, passport numbers or Hong Kong business registrations numbers (where applicable) of successful applicants and the number of Hong Kong Offer Shares successfully applied for, will be made available on Friday, 20 February 2009 in the manner described in the section headed “How to Apply for Hong Kong Offer Shares — IX. Publication of Results; Despatch/ Collection of Share Certificates and Refunds of Application Monies” in this prospectus.

We may accept your offer to purchase (if the application is received, valid, processed and not rejected) by announcing the basis of allocations and/or making available the results of allocations publicly.

If we accept your offer to purchase (in whole or in part), there will be a binding contract under which you will be required to subscribe for the Hong Kong Offer Shares in respect of which your offer has been accepted if the conditions of the Global Offering are satisfied or the Global Offering is not otherwise terminated. Further details are contained in the section headed “Structure of the Global Offering” in this prospectus.

You will not be entitled to exercise any remedy of rescission for innocent misrepresentation at any time after acceptance of your application. This does not affect any other right you may have.

### EFFECT OF MAKING ANY APPLICATION

#### *All applications*

By making any application, you (and if you are joint applicants, each of you jointly and severally) for yourself or as agent or nominee and on behalf of each person for whom you act as agent or nominee:

- instruct and authorize our Company and/or the Sole Global Coordinator (or their respective agents or nominees) to execute any transfer forms, contract notes or other documents on your behalf and to do on your behalf all other things necessary to effect the registration of any Hong Kong Offer Shares allocated to you in your name(s) or HKSCC Nominees, as the case may be, as required by our Articles of Association and otherwise to give effect to the arrangements described in this prospectus and the relevant Application Form;
- undertake to sign all documents and to do all things necessary to enable you or HKSCC Nominees, as the case may be, to be registered as the holder of the Hong Kong Offer Shares allocated to you, and as required by our Articles of Association;
- represent and warrant that you understand that the Shares have not been and will not be registered under the U.S. Securities Act and you are outside the United States when completing the Application Form and you are not a US Person;

---

## TERMS AND CONDITIONS OF THE HONG KONG PUBLIC OFFERING

---

- confirm that you have received a copy of this prospectus and have only relied on the information and representations contained in this prospectus in making the application, and not on any other information or representation concerning our Company and you agree that none of our Company, the Sole Global Coordinator or the Underwriters nor any of their respective directors, officers, employees, partners, agents, advisors or any other parties involved in the Global Offering will have any liability for any such other information or representations;
- agree (without prejudice to any other rights which you may have) that once the application has been accepted, you may not rescind it because of an innocent misrepresentation;
- if the application is made for your own benefit, warrant that the application is the only application which will be made for your benefit on a **WHITE** or **YELLOW** Application Form or by giving electronic application instructions to HKSCC via CCASS or to the designated White Form eIPO Service Provider via **White Form eIPO** service;
- if the application is by an agent on your behalf, warrant that you have validly and irrevocably conferred on the agent all necessary power and authority to make the application;
- if you are an agent for another person, warrant that reasonable enquiries have been made of that other person that the application is the only application which will be made for the benefit of that other person on a **WHITE** or **YELLOW** Application Form or by giving electronic application instructions to HKSCC via CCASS or to the designated White Form eIPO Service Provider via **White Form eIPO** service, and that you are duly authorized to sign the Application Form or to give electronic application instructions as that other person's agent;
- undertake and confirm that you (if the application is made for your benefit) or the person(s) for whose benefit you have made the application have not applied for or taken up or indicated an interest in or received or been placed or allocated (including conditionally and/or provisionally) and will not apply for or take up or indicate any interest in any International Offer Shares in the International Offering, nor otherwise participate in the International Offering;
- warrant the truth and accuracy of the information contained in your application;
- agree to disclose to our Company, our Hong Kong Share Registrar, the receiving bankers and the Sole Global Coordinator and their respective agents any personal data and information about you or the person(s) for whose benefit you have made the application;
- agree that the application, any acceptance of it and the resulting contract will be governed by and construed in accordance with the laws of Hong Kong;
- undertake and agree to accept the Hong Kong Offer Shares applied for, or any lesser number allocated to you under the application;
- agree that once your application is accepted, your application will be evidenced by the results of the Hong Kong Public Offering made available by our Company;
- authorize our Company to place your name(s) or the name of HKSCC Nominees, as the case may be, on our register of members as the holder(s) of any Hong Kong Offer Shares allocated to you, and our Company and/or our agents to send any Share certificate(s) (where

---

## TERMS AND CONDITIONS OF THE HONG KONG PUBLIC OFFERING

---

applicable) and/or any refund check (where applicable) to you or (in case of joint applicants) the first-named applicant in the Application Form by ordinary post at your own risk to the address stated on your Application Form (except if you have applied for 1,000,000 Hong Kong Offer Shares or more and have indicated in the Application Form that you will collect the Share certificate(s) (where applicable) and/or refund check (as applicable) in person, and you have collected the Share certificate(s) and refund check (where applicable) in accordance with the terms set out in this prospectus);

- understand that these declarations and representations will be relied upon by our Company and the Sole Global Coordinator in deciding whether or not to allocate any Hong Kong Offer Shares in response to your application;
- if the laws of any place outside Hong Kong are applicable to your application, you agree and warrant that you have complied with all such laws and none of our Company, the Sole Global Coordinator or the Underwriters nor any of their respective directors, employees, partners, agents, officers or advisors will infringe any laws outside Hong Kong as a result of the acceptance of your offer to acquire, or any actions arising from your rights and obligations under the terms and conditions contained in this prospectus;
- agree with us, for ourselves and the benefit of each of our shareholders, and we agree with each of our shareholders, to observe and comply with the Cayman Companies Law, the laws of Hong Kong, our Memorandum of Association and Articles of Association;
- agree with us, for ourselves and for the benefit of each of our shareholders, that the Shares are freely transferable by our shareholders;
- authorize us to enter into a contract on your behalf with each of our Directors and officers under which such Directors and officers undertake to observe and comply with their obligations to shareholders stated in our Memorandum of Association and our Articles of Association; and
- confirm that you are aware of the restrictions on offering of the Hong Kong Offer Shares described in this prospectus.

### *Applications using a YELLOW Application Form*

If you apply for the Hong Kong Offer Shares using a **YELLOW** Application Form, in addition to the confirmations and agreements referred to in the subsection above entitled “All applications”, you (and in the case of joint applicants, each of you jointly and severally) agree that:

- any Hong Kong Offer Shares allocated to you shall be registered in the name of HKSCC Nominees and deposited directly into CCASS for credit to your CCASS Investor Participant stock account or the stock account of your designated CCASS Participant, in accordance with your election on the Application Form;
- each of HKSCC and HKSCC Nominees reserves the right at its absolute discretion:
  - (i) not to accept any or part of the Hong Kong Offer Shares allocated to you in the name of HKSCC Nominees or not to accept such allocated Hong Kong Offer Shares for deposit into CCASS;

---

## TERMS AND CONDITIONS OF THE HONG KONG PUBLIC OFFERING

---

- (ii) to cause such allocated Hong Kong Offer Shares to be withdrawn from CCASS and transferred into your name (or, in the case of joint applicants, to the name of the first-named applicant) at your own risk and costs; and
  - (iii) to cause such allocated Hong Kong Offer Shares to be issued in your name (or, in the case of joint applicants, to the first-named applicant) and in such a case, to post the Share certificates for such allocated Hong Kong Offer Shares at your own risk to the address on your Application Form by ordinary post or to make available the same for your collection;
- each of HKSCC and HKSCC Nominees may adjust the number of the Hong Kong Offer Shares issued in the name of HKSCC Nominees;
  - neither HKSCC nor HKSCC Nominees shall have any liability for the information and representations not so contained in this prospectus and the Application Form; and
  - neither HKSCC nor HKSCC Nominees shall be liable to you in any way.

### *Electronic application instructions*

By giving **electronic application instructions** to HKSCC or instructing a broker or custodian who is a CCASS Clearing Participant or a CCASS Custodian Participant to give such instructions to HKSCC via CCASS, you (and in the case of joint applicants, each of you jointly and severally) are deemed to do the following additional things. Neither HKSCC nor HKSCC Nominees will be liable to our Company or any other person in respect of such things:

- instruct and authorize HKSCC to cause HKSCC Nominees (acting as nominee for the CCASS Participants) to apply for the Hong Kong Offer Shares on your behalf;
- instruct and authorize HKSCC to arrange payment of the maximum offer price, brokerage, the Stock Exchange trading fee and the SFC transaction levy by debiting your designated bank account and, in the case of wholly or partly unsuccessful applications and/or if the Offer Price is less than the maximum offer price, refund the appropriate portion of the application money by crediting your designated bank account; and
- where a **WHITE** Application Form is signed by HKSCC Nominees on behalf of persons who have given **electronic application instructions** to apply for Hong Kong Offer Shares, in addition to the confirmations and agreements set out in the subsection above headed “All applications” instruct and authorize HKSCC to cause HKSCC Nominees to do on your behalf the following and any other thing which it is stated to do on your behalf in the **WHITE** Application Form:
  - (i) agree that the Hong Kong Offer Shares to be allocated shall be registered in the name of HKSCC Nominees and deposited directly into CCASS for credit to your CCASS Investor Participant stock account or the stock account of the CCASS Participant who has inputted **electronic application instructions** on your behalf;
  - (ii) undertake and agree to accept the Hong Kong Offer Shares in respect of which you have given **electronic application instructions** or any lesser number;

---

## TERMS AND CONDITIONS OF THE HONG KONG PUBLIC OFFERING

---

- (iii) represent, warrant and undertake that you understand that you are not, and none of the other person(s) for whose benefit you are applying, is a US Person (as defined in Regulation S);
- (iv) represent and warrant that you understand that the Hong Kong Offer Shares have not been and will not be registered under the U.S. Securities Act and that you are outside the United States (as defined in Regulation S) when giving **electronic application instructions** or that you are a person described in paragraph (h)(3) of Rule 902 of Regulation S;
- (v) undertake and confirm that you have not applied for or taken up any International Offer Shares under the International Offering nor otherwise participated in the International Offering;
- (vi) (if the **electronic application instructions** are given for your own benefit) declare that only one set of **electronic application instructions** has been given for your benefit;
- (vii) (if you are an agent for another person) declare that you have given only one set of **electronic application instructions** for the benefit of that other person, and that you are duly authorized to give those instructions as that other person's agent;
- (viii) understand that the above declaration will be relied upon by our Company, our Directors and the Sole Global Coordinator in deciding whether or not to make any allocation of the Hong Kong Offer Shares in respect of the **electronic application instructions** given by you and that you may be prosecuted if you make a false declaration;
- (ix) authorize our Company to place the name of HKSCC Nominees on the register of members of our Company as the holder of the Hong Kong Offer Shares allocated in respect of your **electronic application instructions** and to send Share certificates and/or refund monies in accordance with arrangements separately agreed between our Company and HKSCC;
- (x) confirm that you have read the terms and conditions and application procedures set out in this prospectus and agree to be bound by them;
- (xi) confirm that you have only relied on the information and representations in this prospectus in giving your **electronic application instructions** or instructing your broker/custodian to give **electronic application instructions** on your behalf;
- (xii) agree that our Company, the Sole Global Coordinator, the Underwriters and any other parties involved in the Hong Kong Public Offering are liable only for the information and representations contained in this prospectus;
- (xiii) agree without prejudice to any other rights which you may have that once the application of HKSCC Nominees has been accepted, the application cannot be rescinded for innocent misrepresentation;
- (xiv) agree to disclose your personal data to our Company, the Sole Global Coordinator, our Hong Kong Share Registrar, the receiving bankers, their respective agents and advisors together with any information about you which they require;

---

## TERMS AND CONDITIONS OF THE HONG KONG PUBLIC OFFERING

---

- (xv) agree that any application made by HKSCC Nominees on behalf of that person pursuant to **electronic application instructions** given by that person is irrevocable on or before Wednesday, 18 February 2009, such agreement to take effect as a collateral contract with our Company and to become binding when you give the instructions and such collateral contract to be in consideration of our Company agreeing that it will not offer any Hong Kong Offer Shares to any person on or before Wednesday, 18 February 2009 except by means of one of the procedures referred to in this prospectus. However, HKSCC Nominees may revoke the application before the fifth day after the time of the opening of the application lists (excluding for this purpose any day which is a Saturday, Sunday or public holiday in Hong Kong) if a person responsible for this prospectus under section 40 of the Companies Ordinance gives a public notice under that section which excludes or limits the responsibility of that person for this prospectus;
- (xvi) agree that once the application of HKSCC Nominees is accepted, neither that application nor your **electronic application instructions** can be revoked and that acceptance of that application will be evidenced by the results of the Hong Kong Public Offering made available by our Company;
- (xvii) agree to the arrangements, undertakings and warranties specified in the participant agreement between you and HKSCC, read the General Rules of CCASS and the CCASS Operational Procedures, in respect of the giving of electronic application instructions relating to the Hong Kong Offer Shares;
- (xviii) agree with us, for ourselves and the benefit of each of our shareholders (and so that we will be deemed by our acceptance in whole or in part of the application by HKSCC Nominees to have agreed, for ourselves and on behalf of each of our shareholders, with each CCASS Participant giving **electronic application instructions**) to observe and comply with the Cayman Companies Law, the laws of Hong Kong, our Memorandum of Association and our Articles of Association;
- (xix) agree with us, for ourselves and for the benefit of each of our shareholders, that the Shares are freely transferable by our shareholders;
- (xx) authorize us to enter into a contract on your behalf with each of our Directors and officers under which such Directors and officers undertake to observe and comply with their obligations to shareholders stated in our Memorandum of Association and our Articles of Association; and
- (xxi) agree that your application, any acceptance of it and the resulting contract will be governed by and construed in accordance with the laws of Hong Kong.

### *Reliance on warranty, representation or declarations made in any applications*

Our Company, the Sole Global Coordinator, the Underwriters, any other parties involved in the Hong Kong Public Offering and their respective directors, officers, employees, partners, agents and advisors are entitled to rely on any warranty, representation or declaration made by you in your application.

---

## TERMS AND CONDITIONS OF THE HONG KONG PUBLIC OFFERING

---

### *Joint and several liability*

All the warranties, representations, declarations and obligations expressed to be made, given or assumed by or imposed on the joint applicants shall be deemed to have been made, given or assumed by or imposed on the applicants jointly and severally.

### **PERSONAL DATA — PERSONAL INFORMATION COLLECTION STATEMENT**

The main provisions of the Personal Data (Privacy) Ordinance (the “Ordinance”) came into effect in Hong Kong on 20 December 1996. This Personal Information Collection Statement informs the applicant for and holder of Hong Kong Offer Shares, of the policies and practices of our Company and our Hong Kong Share Registrar in relation to personal data and the Ordinance.

### *Reasons for the collection of your personal data*

From time to time it is necessary for applicants for securities or registered holders of securities to supply their latest correct personal data to our Company and our Hong Kong Share Registrar when applying for securities or transferring securities into or out of their names or in procuring the services of our Hong Kong Share Registrar.

Failure to supply the requested data may result in your application for securities being delayed or your application may not be considered. It may also prevent or delay registration or transfer of the securities which you have successfully applied for and/or the despatch of Share certificate(s), and/or the despatch or encashment of refund check(s) to which you are entitled.

It is important that holders of securities inform us and our Hong Kong Share Registrar immediately of any inaccuracies in the data supplied.

### *Purposes*

The personal data of applicants and holders of securities may be used, held and/or stored (by whatever means) for the following purposes:

- Processing of your application and refund check(s), where applicable, and verification of compliance with the terms and application procedures set out in this prospectus and the Application Forms and announcing results of allocations of Hong Kong Offer Shares;
- Registering new issues or transfers into or out of the name of holders of securities including, where applicable, HKSCC Nominees;
- Maintaining or updating the register of holders of securities of our Company;
- Conducting or assisting to conduct signature verifications, any verification or exchange of information;
- Establishing benefit entitlements of holders of securities of our Company, such as dividends, right issues and bonus issues etc.;
- Distributing communications from our Company and our subsidiaries;
- Compiling statistical information and investor profiles;
- Enabling compliance with all applicable laws, rules and regulations (whether statutory or otherwise) in Hong Kong or elsewhere;



---

## TERMS AND CONDITIONS OF THE HONG KONG PUBLIC OFFERING

---

- Disclosing relevant information to facilitate claims on entitlements; and
- Any other incidental or associated purposes relating to the above and/or to enable our Company and our Hong Kong Share Registrar to discharge their obligations to holders of securities and/or regulators and/or any other purposes to which the holders of securities may from time to time agree.

### *Transfer of personal data*

Personal data (including Hong Kong identity card details) held by our Company and our Hong Kong Share Registrar relating to the applicant and the holders of securities will be kept confidential but our Company and our Hong Kong Share Registrar may, to the extent necessary for achieving the above purposes or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and in particular, they may disclose, obtain or transfer (whether within or outside Hong Kong) the personal data of you and the holders of securities to, from or with any and all of the following persons and entities:

- Our Company or our appointed agents such as financial advisors and receiving bankers;
- Where applicants for Hong Kong Offer Shares request deposit into CCASS, to HKSCC and HKSCC Nominees, who will use the personal data for the purposes of operating CCASS;
- Any broker whose company chop or other identification number has been placed on the Application Form;
- Any agents, contractors or third-party service providers who offer administrative, telecommunications, computer, payment or other services to our Company or our Hong Kong Share Registrar in connection with the operation of their respective businesses;
- The Stock Exchange, the SFC and any other statutory, regulatory or governmental bodies in Hong Kong or elsewhere; and
- Any other persons or institutions with which the holders of securities have or propose to have dealings, such as their bankers, solicitors, accountants or stockbrokers.

By signing an Application Form or by giving **electronic application instructions** to HKSCC, you agree to all of the above.