

THIS **DEED OF ADHERENCE** is entered into on

BY whose principal place of business is at (the "**Joiner**")

WHEREAS

(A) On the persons in the schedule hereto entered into a governing (such agreement, as amended and/or novated, the "**Agreement**") and establishing the manner in which the affairs of the (the "**Company**") would be conducted.

(B) By a transfer dated , the Joiner has been transferred Shares in the Company.

(B) By an allotment of shares on , the Company allotted Shares to the Joiner.

(C) This Deed is entered into in compliance with the terms of the Agreement.

NOW THIS DEED WITNESSES as follows:

Interpretation

1. Words and expressions defined in the Agreement shall, unless the context otherwise requires, have the same meanings when used in this Deed.

Adherence

2. The Joiner hereby undertakes with (a) the Company and each of the other persons in the Schedule to this Deed and (b) each such other person who may from time to time expressly adhere to the Agreement, to be bound by and comply in all respects with the Agreement, and to assume the benefits of the Agreement, as if the Joiner had executed the Agreement and was named as a party to it.

Representations and Warranties

3. The Joiner hereby represents, warrants and undertakes to the Company and to each of the other Shareholders (and each other person who may from time to time expressly adhere to the Agreement) in the terms set out in the Agreement, but so that such representations, warranties and undertakings shall be deemed to be given on the date of this Deed and shall be deemed to refer to this Deed of Adherence as well as the Agreement.

Notices

For the purpose of the Agreement, the Joiner's address for notices shall be as follows:

Address:

E-mail:

For the attention of:

Governing Law and Dispute Resolution

5. This Deed shall be governed by and construed in accordance with laws of the Agreement. The Dispute Resolution provisions of the Agreement shall apply to this Deed.

Third Party Rights

6. A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of its terms.

IN WITNESS WHEREOF, this document has been executed, signed, sealed and delivered as a deed on the date shown on the first page.

SCHEDULE