

APPOINTMENT LETTER - DISCRETIONARY ACCOUNT

To: Riches Depot Securities Co., Limited
Rm 1301 Prosperity Tower,
39 Queen's Road Central, Central, Hong Kong

Dear Sir/Madam:

The undersigned client(s) (the "Client") has entered into a Client Master Agreement with Riches Depot Securities Co., Limited ("Riches Depot") dated _____ as to the provision by Riches Depot of certain non-discretionary securities trading and related services to the Client (as such may be amended, replaced or supplemented from time to time, the "Client Master Agreement").

In connection with securities and monies from time to time in the account(s) (the "Account") established with Riches Depot pursuant to the Client Master Agreement, the Client hereby authorizes and instructs Riches Depot to provide investment management services in relation to the Account (which shall after acceptance by Riches Depot be a "discretionary account"), including without limitation as to the sale, purchase or retention of securities and the investment and reinvestment of monies including all financial accommodation being provided to the Client after approval of the application of credit facilities from Client by Riches Depot from time to time held in the Account, on a fully discretionary basis subject to the provisions of this Appointment Letter (the "Discretionary Account Agreement"). Nothing in the Discretionary Account Agreement will prejudice the right of the Client or any Authorized Person to give instructions pursuant to the relevant provisions of the Client Master Agreement.

The provisions of the Discretionary Account Agreement shall be read together with and shall supplement and amend the terms of the Client Master Agreement provided that if any provision in the Discretionary Account Agreement is in conflict with the terms of the Client Master Agreement, the terms of the Discretionary Account Agreement shall prevail to the extent necessary to resolve such conflict. For the purposes of the Discretionary Account Agreement, any assignment of the same by Riches Depot may be made only with the Client's consent.

Riches Depot's officers, employees and representatives may be permitted to purchase and sell securities for their personal accounts in accordance with Riches Depot's policies and procedures from time to time. Riches Depot may purchase and sell securities for its own account and for the account of its other customers and affiliates. The Client consents to the foregoing and shall not hold Riches Depot (and its officers, employees, representatives and affiliates) liable in the event of any loss or damage incurred by the Client as a result of the foregoing.

Apart from those charges, commission, brokerage and other remuneration payable under the Client Master Agreement, the Client will not be required to pay to Riches Depot any additional charges, commission, brokerage or other remuneration for managing a discretionary account under the Discretionary Account Agreement.

The Client further acknowledges that Riches Depot and its affiliates shall be entitled to receive and retain for its own use any benefit resulting from any transaction effected for the Account with any party, including where that party has agreed in the ordinary course of business to give such benefits to Riches Depot in the form of any fees, commissions, rebates or similar payments or benefits. Brokerage will be charged to the Account in respect of such transactions at rates (which shall not be in excess of customary full-service brokerage rates) as provided in the Client Master Agreement.

The Client hereby confirms that the Client has read and accepts the terms of this Discretionary Account Agreement, the contents of which have been fully explained, by our licensed employee, to the Client in a language which the Client understands, and that the Client has waived the right to receive a copy in Chinese.

The Client agrees and consents Riches Depot to authorize _____ ("the Authorized Person"), an employee of Riches Depot, to manage a discretionary account under the Discretionary Account Agreement for and on behalf of the Client. The Client agrees to be bound by this Discretionary Account Agreement but understands that it will not be effective until it has been accepted by Riches Depot as evidenced by the signature of one of Riches Depot's authorized person(s) in the space provided below.

** Any one holder of a Joint Account shall be entitled to exercise all powers over the Joint Account including with respect to trading, payment, withdrawal or closure of the Joint Account. The names and signatures of all joint account holders must be provided.*

**AGREED for and on behalf of
RICHES DEPOT SECURITIES Co., LIMITED**

(For Office Use only)

Approved by

For on the behalf of
RICHES DEPOT SECURITIES CO. LIMITED

Signed by (Name): _____)

Date: _____

INVESTMENT MANDATE FOR DISCRETIONARY ACCOUNT

This document sets out the investment approach and polices for the discretionary account

Name of Client : _____

Account Number: _____

Authorized Person: _____

Aims and Objectives

- Capital Growth
- Speculation
- Interest Return
- Hedging

Please indicate the expected time horizon

- less than one year
- between one to three years
- beyond three years

Please indicate the risk tolerance that most closely fits you

- Low
- Low to medium
- Medium
- Medium to high
- High

Please indicate investment restriction(s) _____

Please indicate amount of investment _____

Authority

The Manager will manage the account with complete discretion, in accordance with client's investment needs, objectives and risk tolerance and any amendments thereto that have been acknowledged in writing by both the Manager and the Client. The Manager will perform any and all other acts as may be in its judgement necessary or appropriate for the management of the Account, or are necessary to enable the Manager to carry out its obligations without obtaining the prior approval or direction of the Client.

Indemnity

The Client will hold harmless and indemnify the Manager, its directors, officers, employees and agents against any and all claims, losses, damages, liabilities and expenses which the Manager may incur if and to the extent that such loss is caused by the Client's own actions or omissions or by any inaccuracy or breach by the Client of any of the Client's representations hereunder.

Confirmation

You confirm that this document forms part of the Discretionary Agreement between you and us, Riches Depot Securities Co., Limited

Name :

Date :