

New Share Details

Allotment

Number of Shares each 10000
 1
 Currency EUR USD

Class of share

Preference Ordinary
 B Ordinary C Ordinary
 Deferred Deferred Ordinary
 Redeemable Redeemable Preference

Voting Rights

non-voting
 any voting rights, including rights that arise only in certain circumstances;
 any rights, as respects dividends, to participate in a distribution;
 any rights, as respects capital, to participate in a distribution (including on winding up)

Special Rights

The dividends paid to bearers of non-voting preferred-shares from net retained earnings are 2% higher per preferred share than the dividends paid to bearers of common shares (ordinary). Assuming sufficient net profit, the dividend for preferred shares amounts to no less than 0.01 of the Share Currency per share.
 The Preference rights are lost upon the sale to third parties.

New Shareholder Details

Admission Date

If the shareholder is a person:

If the shareholder is a company:

Title	Corporate name
Full forename(s)	Directors title
Surname	Directors forename(s)
Former name(s)	Directors surname
Country/State of residence	Building name
Nationality	Street
Date of birth	Post town
Building name	Post code
Street	Country
Post town	Legal form of the company
Post code	Registration number
Country	Country of registration

SHAREHOLDER AGREEMENT

The New Shareholder and SUISSE BANK PLC, (the Public Limited Company), hereby agree as follows:

1. The New Shareholder desires to become a Shareholder of the Public Limited Company on the date of signing this Agreement (the Admission Date) in accordance with the terms of the Public Limited Company Memorandum of the Public Limited Company. The Public Limited Company agrees to admit the New Shareholder as a Shareholder on the Admission Date.
2. The New Shareholder further represents, warrants, acknowledges and agrees that:
 - a. The New Shareholder is entering into this Agreement relying solely on the facts and terms set forth in this Agreement, the Public Limited Company Memorandum and any additional documents given to him by the Directors and he has received copies of all such documents and the Directors have not made any representations of any kind or nature to induce the New Shareholder to enter into this Agreement except as specifically set forth in such documents;
 - b. The New Shareholder has made an investigation of the pertinent facts relating to the operation of the Public Limited Company and has reviewed the terms of the Public Limited Company Memorandum to the extent that he deems necessary in order to be fully informed with respect thereto;
 - c. The New Shareholder has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of an investment in the Public Limited Company; and the New Shareholder is able to bear the economic risk of a complete loss of his investment in the Public Limited Company;
 - d. The New Shareholder will be acquiring the Public Limited Company interest for investment, for his own account and not for the interest of any other person and not for distribution or resale to others, and The New Shareholder will not permit any other person to acquire a beneficial interest in the Public Limited Company without the consent of the Directors;
 - e. The New Shareholder agrees that his interest in the Public Limited Company may not be sold, transferred, or otherwise disposed of pursuant to an exemption from registration under the Act. He will not assign his interest in the Public Limited Company or any beneficial interest therein, in whole or in part, to any other person, nor will he be entitled to substitute for himself as a Shareholder, except with the written consent of the Directors in their sole discretion;
 - f. The New Shareholder understands the effect of the limitations on disposition and of his representation that his interest in the Public Limited Company will not be sold, transferred or otherwise disposed of except pursuant to an exemption from registration under the Act. He understands that transfers can be made only with the consent of the Directors in their sole discretion;
3. In order to determine the New Shareholder eligibility to participate in the purchase of securities and other investments, the New Shareholder, further

represents, warrants, and acknowledges that:

- a. If the New Shareholder is an entity, the New Shareholder has provided a list of the names and a description of the nature of employment and any other business connections of each person having an ownership interest, directly or indirectly, in the entity (such persons are hereinafter referred to as the "beneficial owners":
 - aa) shareholders of a corporation,
 - bb) partners,
 - cc) the grantor of a revocable or grantor trust,
 - dd) the beneficiaries of an irrevocable trust,
 - ee) individual who established an IRA (Individual Retirement Arrangements),
 - ff) the participant in a self-directed pension plan or
 - gg) the sponsor of any other pension plan.

If the beneficial owner is itself an entity, the information and representations set forth herein must also be given with respect to its beneficial owners.

- b. The New Shareholder will notify the Public Limited Company when any representation made herein is no longer accurate.
4. If the New Shareholder is a corporation, partnership, trust or other entity, the person executing this Agreement and the Public Limited Company Memorandum for the New Shareholder has the full power and authority under the New Shareholder's governing instruments to do so and the New Shareholder has the full power and authority under its governing instruments to become a Shareholder in the Public Limited Company.
5. Concurrently with the execution of this Agreement, the New Shareholder has executed and delivered to the Public Limited Company the documents provided by the Public Limited Company which may be necessary to complete the admittance, to be effective upon the New Shareholder's admission as a Shareholder in the Public Limited Company.
6. The New Shareholder hereby agrees that any representation made hereunder will be deemed to be reaffirmed by him at any time he makes an additional capital contribution to the Public Limited Company and the act of making such additional contribution will be evidence of such reaffirmation.
7. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their legal representatives. This Agreement may be executed in counterparts, all of which when taken together shall be deemed one original.
8. Only the court in UK/London will have jurisdiction with respect to disputes arisen out of this Agreement, provided such a jurisdiction clause is valid to the applicable single case.

Date / Place: /

The Directors of Suisse Bank Plc

Wolfgang Zulauf

Zulauf International Hong Kong Ltd.

The New Shareholder

Signature of New Shareholder