

'TERMS OF WEBSITE USE'

IMPORTANT TERMS

A reference to this "Website" is to <http://www.hphtrust.com/> and any pages thereof including but not limited to the information, text, images, links, sound, graphics and video sequences displayed therein ("Materials").

By accessing this Website, you signify your acceptance to enter into this agreement of Website use with HPH Trust and be bound by the Website use terms and conditions below. If you do not agree to the terms and conditions below, please do not continue to access this Website or any pages thereof. Use of this Website is limited to adults aged 21 and above.

HPH Trust reserves the right, at its discretion, to change, modify, add, or remove part or parts of these terms and conditions at any time and any such change, modification, addition or deletion shall be effective upon its posting at this Website. Please check these terms periodically for changes. Your continued use of this Website following the posting of changes to these terms and conditions will mean you accept those changes.

OPERATIONAL PROVISION

1. Definitions and Interpretation

1.1

This "Agreement" means these provisions in the Terms of Website Use as from time to time amended, modified or varied. "Information Providers" means the third parties providing the data displayed on this Website. "Loss" includes loss, damage, costs, charges and/or expenses of whatsoever nature and howsoever arising whether direct, indirect, joint, several, actual, contingent or otherwise (including legal fees on a full indemnity basis). "Users" means the persons who gain access and view this Website and "User" shall mean any one of them.

1.2

The headings to the clauses hereof are for ease of reference only and shall not be taken into account in the interpretation or construction of this Agreement or any clause(s) hereof. In this Agreement, unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa, reference to any clause is to a clause of this Agreement, and words denoting any one gender shall include any and all other genders. The recitals to this

Agreement found at the beginning and labelled as "Important Terms" shall be and form an integral part of this Agreement.

2. Access and Use

2.1

User undertakes to comply with and shall not contravene all applicable laws, regulations and directives including, without limitation, the laws of Singapore, relating to the access of this Website.

2.2

User agrees that the Materials appearing on this Website are for directory and informational purposes only.

3. Intellectual Property and Limitations on Use

3.1

All Materials provided within this Website remains and/or shall be the copyright or intellectual property of either, its Information Providers or third parties (as the case may be).

3.2

User may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any Materials, information, data, software, products or services obtained from this Website.

3.3

Use of any robot, spider, other automatic device, or manual process to monitor or copy the pages on this Website or the Materials by Users is strictly forbidden.

4. Disclaimer

4.1

The Materials, information, services and data made available on this Website including facts, views, advice, analyses, opinions and recommendations of individuals and organisations are provided and made available for general information purposes only. It is not intended as investment advice and must not be relied upon as such, HPH Trust and its Information Providers

are not giving or purporting to give or representing or holding ourselves out as giving personalised financial, investment, tax, legal and other professional advice. User shall always seek the relevant professional advice before otherwise making any such financial, legal or commercial decisions.

4.2

HPH Trust cannot and do not endorse, and cannot be responsible for, the messages, views, advice, analyses, opinions and recommendations of its Information Providers, individuals, Users, and organisations, or advocate any commercial dealings in any securities, investments or classes of securities or investments nor does the inclusion in this Website of a link to other web site(s) or resources imply any form of endorsement by HPH Trust.

4.3

While the Materials and information on this Website have been obtained from external third party sources believed to be reliable, none of the data, news, information, reports or opinions nor any of the recommendations (if any) has been customised for any specific person or class of persons.

4.4

No such data, news, information, reports, services or opinions or recommendation provided on this Website is to be construed as an offer, solicitation or recommendation to any person or class of persons to buy any of the securities or class of securities referred to in this Website or to use the services of any advertiser herein. HPH Trust accepts no liability for any Loss arising out of the use of the information or recommendations on this Website.

4.5

The services, information and data available on this Website presented in text, graphics or whatever form, may include inaccuracies or errors and HPH Trust and its Information Providers reserve the right to periodically make changes to the information or data.

4.6

While periodically updated data feeds (including stock quotes, currency rates or other price or information feeds (if any)) are generally believed to be timely and accurate, HPH Trust cannot and do not make any representation or warranty as to its accuracy or completeness.

4.7

Due to the inherent hazards of electronic distribution, User agrees and accepts that the Website may be inaccessible from time to time due to required maintenance, telecommunications or electronic or other systems failures or interruptions (whether of HPH Trust or any third party) or other disruptions. HPH Trust shall not be liable to User for any Loss suffered by User as a result thereof.

4.8

THE MATERIALS INFORMATION AND DATA PRESENTED OR TRANSMITTED IN ALL ITS VARIOUS FORMS ON THIS WEBSITE OR FROM THE SERVICES OFFERED ON THIS WEBSITE ARE PROVIDED 'AS IS'. HPH TRUST, ITS INFORMATION PROVIDERS AND ITS AFFILIATES, OFFICERS AND EMPLOYEES GIVE NO GUARANTEE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN RESPECT OF ANY ACCURACY, QUALITY, COMPLETENESS, TIMELINESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE OF ANY SOFTWARE, INFORMATION OR DATA, DIRECTIONS, INSTRUCTIONS OR NOTICES, VIEWS, OPINIONS AND RECOMMENDATIONS AVAILABLE ON, RECEIVED FROM, TRANSMITTED TO, OR PROVIDED PURSUANT TO THIS WEBSITE OR THE SERVICES OFFERED ON THIS WEBSITE;

4.9

IN SO FAR AS PERMITTED BY APPLICABLE LAW, HPH TRUST DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND OBLIGATIONS OF ANY TYPE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR SATISFACTORY QUALITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF CONTINUOUS SERVICES AT ANY PARTICULAR TIME, OR INTEGRITY OF DATA STORED OR TRANSMITTED VIA THIS WEBSITE OR THE SERVICES OFFERED ON THIS WEBSITE, ANY REPRESENTATION OF ANY KIND THAT THIS WEBSITE OR THE SERVICES OFFERED ON THIS WEBSITE WILL BE ACCESSIBLE TO ANY PARTICULAR STANDARD OR BE FREE FROM ANY BUGS, ERRORS OR REMAIN UNAFFECTED BY COMPUTER VIRUSES OR OTHER SIMILAR FEATURES AFFECTING THE PERFORMANCE OF THIS WEBSITE, AND FURTHER DISCLAIM ANY AND ALL LIABILITY FOR NEGLIGENCE AND LACK OF REASONABLE CARE.

4.10

HPH TRUST SHALL NOT BE LIABLE FOR THE INADVERTENT CORRUPTION, ERASURE OF DATA TRANSMITTED OR RECEIVED OR STORED ON THIS WEBSITE OR THE SERVICES OFFERED ON THIS WEBSITE, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION

OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORISED ACCESS TO HPH TRUST'S RECORDS OR THIS WEBSITE. THIS CLAUSE SHALL APPLY TO ALL CONTENTS ON THIS WEBSITE OR CONTENTS TRANSMITTED VIA THE SERVICES OFFERED ON THIS WEBSITE.

4.11

NOTWITHSTANDING ANY OTHER PROVISIONS TO THE CONTRARY, HPH TRUST SHALL NOT BE LIABLE FOR ANY LOSS DAMAGE INJURY OR EXPENSE OF ANY KIND INCLUDING BUT NOT LIMITED TO DIRECT, COMPENSATORY, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR DAMAGE TO OTHER EQUIPMENT OR PROPERTY OR FOR LOSS OF PROFIT, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS, HOWSOEVER CAUSED ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE USE OR RELIANCE BY ANY USER ON THE SERVICES OFFERED ON THIS WEBSITE, MATERIALS INFORMATION AND DATA PROVIDED ON THIS WEBSITE INCLUDING WITHOUT LIMITATION, NEGLIGENCE, DEFAULT OR ANY ACTS OF HPH TRUST, ITS EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, LOSS OF DATA, INABILITY TO ACCESS THE INTERNET, INABILITY TO TRANSMIT OR RECEIVE INFORMATION CAUSED BY OR RESULTING FROM DELAYS OR INTERRUPTIONS, EVEN IF HPH TRUST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Complaints Procedure

5.1

In the event a User wishes to complain about any aspect of this Website, the User should put his complaint in writing. In making such a complaint, the User should set out the facts supporting the complaint and the conclusion he has drawn from those facts. In other words, state what actually has happened and why the User feels that such events warrant a complaint. The User should also include copies of all relevant documents and furnish full personal particulars, including name, address, as well as phone and fax number and e-mail address if the User has these. User's complaint should be addressed to:

Hutchison Port Holdings Management Pte. Limited
50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623

5.2

HPH Trust will normally acknowledge receipt of the User's complaint within three (3) working days of receiving it and HPH Trust aims to provide a full response within the period stated in the acknowledgement. However, where HPH Trust needs to ask for further information, it may take longer to respond to the User's complaint. If, on the other hand, HPH Trust reasonably anticipates providing a quick full response, HPH Trust may not send a separate initial acknowledgement. If HPH Trust is unable to help, HPH Trust will provide the User with an explanation. HPH Trust shall address the complaints and to the extent practicable, help the User complainant resolve any complaints but HPH Trust reserves the rights in its sole discretion to take any action that is appropriate and allowed under Singapore law.

5.3

HPH Trust may not be able to help User if User's complaint is in HPH Trust's view likely to lead to litigation or is pending before the courts.

5.4

HPH Trust will also not investigate any complaint which is beyond the scope of this Agreement, including but not limited to any complaint concerning matters that do not relate to Users, the terms of usage of this Website, any other matter not touched upon by these terms and conditions or any matter which is properly disposed of by any regulatory or dispute resolution body. In particular, this includes the provision of investment advice, terms of takeover offers, and any complaint the User may have about the commercial management of a quoted company. If HPH Trust believes that the complaint should be handled by another regulatory or dispute resolution body, HPH Trust will send it to the appropriate body and let the User know that HPH Trust is doing so.

5.5

If HPH Trust considers that a complaint made by a User is vexatious or frivolous, HPH Trust will advise the User complainant that no action will be taken. In addition that User shall bear all reasonable incidental expenses incurred by HPH Trust in the investigation of such complaint.

6. Copyright Complaints

6.1

If any User believes that his copyrighted work has been copied and is accessible on this Website in a way that constitutes copyright infringement, the User shall provide HPH Trust the following information by way of written notice :

6.1.1

User's physical signature or that of the person authorised to act on the User's behalf.

6.1.2

a description of the copyrighted work that User claims has been infringed and a description of the infringing activity.

6.1.3

identification of the location where the original or an authorised copy of the copyrighted work exists, for example the URL (i.e., web page address) where it is posted or the name of the book in which it has been published.

6.1.4

identification of the URL or other specific location on this Website where the material that User claims is infringing is located, including detailed information to allow HPH Trust to locate the material.

6.1.5

User's full name, address, telephone number, and email address.

6.1.6

a statement by the User that he has a good faith belief that the disputed use is not authorised by him, his agent, or the law.

6.1.7

a statutory declaration made by the User that the above information in User's written notice is accurate and that User is the copyright owner or authorised to act on the copyright owner's behalf.

6.2

HPH TRUST will respond to the User according to its legal obligations under the laws of Singapore. HPH TRUST EXPECTS ALL USERS TO COMPLY WITH ALL RELEVANT LAWS, AS WELL AS THE TERMS OF THIS AGREEMENT, AND UPON RECEIVING REASONABLE NOTIFICATION, WILL TAKE PROMPT ACTIONS TO ENSURE THAT THE LAW AND THE TERMS OF THIS AGREEMENT ARE OBSERVED AND COMPLIED WITH INCLUDING THE REMOVAL OF ANY INFORMATION OR MATERIALS MADE AVAILABLE ON THIS WEBSITE AT HPH TRUST 'S SOLE DISCRETION.

7. General

7.1

Severability

If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed to the fullest extent allowed by law so as to render the provision valid and enforceable, and if no such construction is possible, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect and the parties to this Agreement shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

7.2

Agency

This Agreement creates no agency, partnership, joint venture or employment and neither User, his agents, the Information Provider nor its agents have any authority to bind HPH Trust in any respect whatsoever.

7.3

Third Party Rights

The parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 2001 shall not apply to this Agreement.

8. Governing Law and Jurisdiction

By accessing this Website, User agrees that Singapore law, including without limitation the provisions of the Singapore Evidence Act (Chapter 97) and the Singapore Electronic Transactions Act (Chapter 88), shall govern such access as well as the above terms and User agrees to submit to the exclusive jurisdiction of the Singapore courts.