



QIB Certification Form

Client: Sterling Biotech Limited

DR number: 80000002593

Administrator: Violet Pagan

Region: Asia-Pacific

DR Type: Reg S
DR Description: STERLING BIOTECH LIMITED - REG S
CUSIP: 85916G108
ISIN: US85916G1085
Underlying ISIN: INE324C01020

SCHEDULE 3

PART A

**CERTIFICATE AND AGREEMENT OF PERSONS ACQUIRING GDRs UPON DEPOSIT OF SHARES IN THE
FACILITY PURSUANT TO CONDITION 1 AND CLAUSE 3.3 OF THE DEPOSIT AGREEMENT**

[Date]

The Bank of New York, as Depositary
101 Barclay Street
22nd Floor
New York, NY 10286
USA

Dear Sirs

STERLING BIOTECH LIMITED

Reference is hereby made to the Deposit Agreement dated 1 October 2003 (the "Deposit Agreement") between Sterling Biotech Limited (the "Company") and The Bank of New York, as Depositary, with respect to Global Depositary Receipts ("GDRs") issued thereunder. Capitalised terms used but not defined herein shall have the meanings given them in the Deposit Agreement.

1. This certification and agreement is furnished in connection with the deposit of Shares and issuance of GDRs pursuant to Condition 1 and Clause 3.3 of the Deposit Agreement.
2. We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that the GDRs and the Shares represented thereby have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Act").
3. We hereby certify that either:
 - (a) we are, or at the time the Shares are deposited and at the time the GDRs are issued will be, the beneficial owner of the Shares represented by the GDRs; and (i) we are not a U.S. person (as defined in Regulation S under the Act) and we are located outside the United States (within the meaning of Regulation S under the Act) and acquired, or have agreed to acquire and will have acquired, the Shares to be deposited outside the United States (within the meaning of Regulation S under the Act), (ii) we are not an affiliate of the

Company or a person acting on behalf of such an affiliate, and (iii) we are not in the business of buying and selling securities or, if we are in such business, we did not acquire the securities to be deposited from the Company or any affiliate thereof in the initial distribution of GDRs and Shares.

OR

- (b) we are a broker-dealer acting on behalf of our customer; our customer has confirmed to us that it is, or at the time the Shares are deposited and at the time the GDRs are issued it will be, the beneficial owner of the Shares represented by the GDRs, and (i) it is not a U.S. person (as defined in Regulation S under the Act) and it is located outside the United States (within the meaning of Regulation S under the Act) and acquired, or has agreed to acquire and will have acquired, the Shares to be deposited outside the United States (within the meaning of Regulation S under the Act), (ii) it is not an affiliate of the Company or a person acting on behalf of such an affiliate, and (iii) it is not in the business of buying and selling securities, or, if it is in such business, it did not acquire the securities to be deposited from the Company or any affiliate thereof in the initial distribution of the GDRs and Shares.
4. We agree (or if we are a broker-dealer, our customer has confirmed to us that it agrees) that prior to the expiration of the Distribution Compliance Period, we (or it) will not offer, sell, pledge or otherwise transfer such GDRs or the shares represented thereof except in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S under the Act, in either case in accordance with any applicable securities laws of any state of the United States.

Very truly yours,

[NAME OF CERTIFYING ENTITY]

[By:

Title:]

SCHEDULE 3

PART B

**CERTIFICATE AND AGREEMENT OF PERSONS RECEIVING DEPOSITED PROPERTY UPON
WITHDRAWAL DURING THE DISTRIBUTION COMPLIANCE PERIOD PURSUANT TO CONDITION 1
AND CLAUSE 3.5 OF THE DEPOSIT AGREEMENT**

[Date]

The Bank of New York, as Depositary
101 Barclay Street
22nd Floor
New York, NY 10286
USA

Dear Sirs

STERLING BIOTECH LIMITED

Reference is hereby made to the Deposit Agreement dated 1 October 2003 (the "Deposit Agreement") between Sterling Biotech Limited (the "Company") and The Bank of New York, as Depositary, with respect to Global Depositary Receipts ("GDRs") issued thereunder. Capitalised terms used but not defined herein shall have the meanings given them in the Deposit Agreement.

1. We are surrendering a GDR or GDRs in accordance with the terms of the Deposit Agreement for the purpose of withdrawal of the Deposited Property represented by such GDR or GDRs (the "Deposited Property") pursuant to Condition 1 and Clause 3.5 of the Deposit Agreement.
2. We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that the GDRs and the Shares represented thereby have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Act").
3. We certify that (or if we are a broker-dealer, our customer has confirmed to us that it certifies) that:
 - (a) we are (or it is) located outside the United States (within the meaning of Regulation S under the Act) and either:
 - (i) we have (or it has) sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have

sold or otherwise transferred, the GDRs or the Shares in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S under the Act, and we are (or it is) or prior to such sale or other transfer we were (or it was) the beneficial owner of the GDRs, or

- (ii) we will (or it will be) be the beneficial owner of the Shares upon withdrawal and, accordingly, we agree (or it agrees) that, prior to the expiration of the Distribution Compliance Period we (or it) will not offer, sell, pledge or otherwise transfer Deposited Property comprising securities except in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S under the Act.

- 4. If we are a broker-dealer, we further certify that we are acting for the account of our customer and that our customer has confirmed the accuracy of the representations contained in paragraph 3 hereof that are applicable to it (including the representations with respect to beneficial ownership) and, if paragraph 3(a)(ii) is applicable to our customer, it has confirmed that it will comply with the agreements set forth in part 3(a)(ii).

Very truly yours

[NAME OF CERTIFYING ENTITY]

[By:

Title:]