

These standard terms and conditions of business (the "Terms"), together with any appendices, proposal, estimate and/or fee quote, form the agreement between the Client and Quartermain (together with any amendments thereof, the "Agreement"). Any services provided by Quartermain to the Client shall be conditional upon Acceptance (as defined hereunder) of these terms and conditions by the Client.

1. Definition

"**Acceptance**" means the acceptance of the terms and conditions of the Agreement by the Client either by signing the Agreement, by making of any prepayment of fees, or by failing to object after being informed by Quartermain of commencement of provision of the Services (as defined hereunder).

"**Client**" means the client as stated in the Agreement.

"**Disbursements**" means expenses incurred by Quartermain in performing the Services for the Client, for example, international telephone and fax charges, postage and courier charges, photocopying charges.

"**Party**" or "**Parties**" means a party or parties to the Agreement. "Quartermain" means Quartermain Limited.

"**Services**" means the services provided by Quartermain to the Client as set out in any relevant appendices, proposal, estimate and/or fee quote which form part of the Agreement and shall include any amendment, supplement, and revision of the same as agreed between the Client and Quartermain from time to time.

2. The Services

- (1) Quartermain shall provide the Services to the Client in accordance with the terms of the Agreement. In the event of inconsistency between the Terms and the provisions stated in any appendices, proposal, estimate and/or fee quote which form part of the Agreement, the provisions in the latest of such proposals or fee quote in respect of such Services shall take precedence.
- (2) The Client shall inform Quartermain in advance in the event that any work becomes necessary which was not envisaged at the time the Agreement was signed. Quartermain shall not be obliged to commence the additional work without receiving the prior approval from the Client. If Quartermain cannot obtain the Client's approval in respect of anything which needs to be done in order to perform the Agreement in accordance with the relevant laws in force from time to time, Quartermain shall be entitled to stop working on all the matters and render a final bill for the work completed up to that date. Quartermain may, at its sole discretion, alternatively complete work required to ensure compliance and shall be entitled to invoice for that work on the basis set out above.

3. Fees and Invoices

- (1) Quartermain's fee is set out in the Agreement. Disbursements, if any, will be charged in addition.
- (2) Quartermain may request prepayments on account of the estimated fees, Disbursements, or funds at any time. Quartermain shall not be obliged to start performing the Services or otherwise acting under this Agreement unless and until it has received such prepayments and it shall not be liable for any of the Client's loss arising therefrom or in relation thereto. If the actual amount of fee and Disbursements shall exceed the estimated amount, Quartermain shall charge for such additional amount accordingly by issuing an invoice.
- (3) Quartermain shall send invoices to the Client for the fees and Disbursements, if any. The invoice is payable on receipt. If Quartermain does not receive full payment of the invoice within 30 days from the date of the invoice, Quartermain shall be entitled to suspend the Services immediately and to charge, and the Client agrees to pay, interest on the unpaid amount at the rate of 5% per month or the maximum rate permitted under applicable laws.
- (4) If the Client requests Quartermain to carry out any additional work to that listed in the Agreement, Quartermain shall charge the Client for each hour of advisory time, calculated in 5-minute units, at Quartermain's then applicable hourly

rates of the respective staff handling such work net of tax, cost or surcharge (to the extent they may be applicable). Administrative and other services will be charged additionally and separately. Quartermain's hourly and fixed schedule fee rates are reviewed from time to time and notice will be given of any changes to them.

- (5) The currency of payment will be Hong Kong Dollars. In the event that any other currency is adopted in the Agreement, the exchange rate between that currency and Hong Kong Dollars shall be the exchange rate as announced by The Hong Kong and Shanghai Banking Corporation on the date of payment or such other rate as determined by Quartermain at its absolute discretion. The Client must pay for any shortfall between the payment made in currency other than Hong Kong Dollars and the amount stated in the invoice which is caused by the conversion of that currency into Hong Kong Dollars.
- (6) All fees and Disbursements payable to Quartermain shall be paid net of any tax, cost or surcharge.
- (7) The Client shall be responsible for the payment of its own costs and expenses (whether incurred directly by the Client or incurred by Quartermain or otherwise on the Client's behalf) including, without limitation, all taxes, corporate and registration and licence fees payable by the Client to any legal entity, governmental or regulatory authorities, in any jurisdiction.

4. Communications and Notice

- (1) English language shall be used in all communication and notice.
- (2) Communication and notice under the Agreement must be in writing and delivered in person, via an express courier, by ordinary post, or fax or email according to the Client's and Quartermain's respective last known contact information. Any notification so given shall be deemed to have been received (i) 24 hours after dispatch if given by ordinary post, (ii) at the time of delivery if given in person or via express courier or (iii) at the time of transmission if given by fax or electronic means. Notwithstanding the foregoing, Quartermain is entitled to determine the form and mode of communication with respect to any notice required to be given under the Agreement.
- (3) In the event that communication and notice by email is used, Quartermain does not accept and the Client agrees that Quartermain shall not have any liability for any loss, delay, corruption or contamination arising from any email communication sent to the Client.
- (4) In respect of the Client's instructions regarding the Services, Quartermain normally requires an original of Client's instructions which is duly signed by the Client's authorised representative. However, Quartermain may at its absolute discretion, accept other form and mode of instructions and in such circumstances, Quartermain shall not be responsible for any loss or liability that arises as a result of non-receipt, errors or delays in respect of such instructions.
- (5) Unless the Client requests otherwise, Quartermain is entitled to take instructions, and to rely on and to act in accordance with such instructions, from any person who Quartermain shall reasonably understand and believe in good faith to be an authorised representative of the Client. Such instructions and the relevant action of Quartermain shall bind the Client. Notwithstanding the foregoing, Quartermain shall, at its absolute discretion, be entitled to reject such instructions and shall be under no obligation to act upon any instructions if Quartermain believes that the acting might result in Quartermain or the Client contravening any applicable laws or regulations.
- (6) The Client must inform Quartermain of any change in contact information within 3 days after the change, failing which the Client shall bear all resulting fees, costs, expenses, and any other consequence and shall indemnify Quartermain for the same.

5. Intellectual Property Rights

The Client acknowledges that it has no right to any intellectual property in the Services and the documents provided by Quartermain ("IPR") and, as a condition of the Agreement, the Client acknowledges that all such IPR shall belong to Quartermain and the Client hereby relinquishes any right or claim to any such IPR.

6. Client's Funds, Papers and Deeds

- (1) After completing the Services or at certain time intervals that Quartermain deems appropriate, Quartermain is entitled to apply any funds in the Client's account in payment of fees, Disbursements, or other costs and charges the amount of which are stated in any invoice issued by Quartermain.
- (2) In the event that there is not sufficient cash in the Client's account, Quartermain shall at its absolute discretion be entitled to sell such investments of the Client in order to settle its invoices without any liability to the Client.
- (3) In addition to the rights in the foregoing paragraphs, Quartermain shall be entitled to exercise a lien over all the Client's papers and documents while any sum in any invoice remains outstanding.
- (4) Unless otherwise agreed with the Client, Quartermain shall be entitled to destroy all Client and/or Client-related documents after 7 years from sending the final bill.
- (5) Quartermain reserves the right to charge the Client, on a time costs basis, for work relating to retrieving and reviewing papers, deeds and other documents in response to continuing or new instructions to act for the Client.
- (6) Quartermain is entitled to charge the Client for costs in relation to the storage of documents.

7. Confidentiality

- (1) Quartermain and the Client shall keep confidential the provisions of the Agreement and any information received from each other (i) during the course of negotiation for the Agreement and (ii) for the duration of and pursuant to the Agreement (including all and any other agreements or arrangements entered into between them). Such information shall include but not be limited to technical, financial, marketing, commercial, regulatory or tax information and shall exclude information that is already in the public domain prior to disclosure thereof or information required to be disclosed pursuant to any applicable laws, regulations, or any court order.
- (2) If Quartermain receives correspondence (regardless of the form of such correspondence) that is addressed to the Client, individual directors or staff of the Client, Quartermain may inspect and act upon the contents of that correspondence.

8. Assignment and sub-contracting

- (1) Quartermain reserves the right to assign, delegate or sub-contract its obligations under the Agreement at its absolute discretion. Quartermain may introduce the Client to another service provider or receive any form of assistance or advice in relation to the Services.
- (2) In the event of delegation or sub-contracting of all or part of the Services and/or the introduction of other service provider, the Client shall indemnify Quartermain for any related fees, costs, expenses and loss which Quartermain shall incur or suffer and which are caused by such third party which undertakes such delegation, sub-contracting, or other services. Quartermain shall not be responsible for the acts or omissions of service providers requested or introduced by the Client.

9. Signing authority of Quartermain

The Client hereby irrevocably appoints Quartermain and each and every person to whom Quartermain shall from time to time have delegated the exercise of the power conferred by this clause, each with full power of substitution and each with full power to act alone, to be its attorney(s) and in its name and on its behalf to sign, seal and deliver or otherwise execute or do all such assurances, deeds, acts, documents and things (whether as his own act or deed or otherwise) which, in the opinion of Quartermain acting

reasonably, the Client should execute or do pursuant to any of the terms of this Agreement and generally to use its name in the exercise of all or any of the powers conferred on the covenants to ratify and confirm whatever such attorney(s) shall lawfully do or cause to be done by virtue of this clause.

10. Anti-Money Laundering / Anti-Tax Evasion / Fraud Prevention

Quartermain is obliged to comply with anti-money laundering, counter terrorist financing, anti-tax evasion and fraud prevention legislation. In fulfillment of that obligation, Quartermain may request from the Client such information and documentation as is reasonably required for this purpose. Quartermain may also perform searches of appropriate databases and retain the results in its records.

11. Representation, warranties and undertakings

- (1) The Client represents, warrants, and undertakes to Quartermain that:-
 - a) Where the Client is a corporation, it has been duly incorporated or established in accordance with all applicable laws and regulations and has the corporate power to enter into and perform the Agreement and has taken all necessary corporate and other action to authorise the Agreement;
 - b) No consent or authority of any person (except, in the case of a corporate client, as already obtained as contemplated in accordance with clause 11. is required for the Client to enter into the Agreement;
 - c) The entering into by the Client of the Agreement or the performance of any activity in connection with the Agreement will not place the Client in breach of the terms of any other arrangement or document; and
 - d) The Client has not taken any action nor has any step been taken or legal proceeding been started or threatened for the bankruptcy or liquidation of the Client. Nor has the Client entered into a compromise or scheme of arrangement with its creditors.
- (2) The Client further warrants and represents to Quartermain that each of the warranties is true, accurate, and not misleading.
- (3) The Client acknowledges that Quartermain has entered into the Agreement on the basis of, and in reliance on, the warranties. The warranties are deemed to be repeated on each day up to and including the termination of the Agreement.

12. Limitation of liability

- (1) Except as expressly stated in the Agreement, Quartermain makes no other representation, warranties, and undertaking, express or implied.
- (2) To the fullest extent permitted by the applicable laws, Quartermain excludes all warranties, conditions and other terms implied by statute or common law.
- (3) Quartermain shall not be liable for any form of costs, damages, losses or claims of whatever nature relating to the Services nor shall Quartermain be liable for any other losses or injuries that may in any way relate to the Services.
- (4) The maximum aggregate liability of Quartermain in contract, tort or otherwise arising out of or in connection with the Agreement shall be the amount of fees due by the Client to Quartermain under the Agreement in relation to the defective item of service only, and at that point in time only.
- (5) For the avoidance of any doubt, Quartermain shall not be liable to any person other than the Client in tort or contract for any damages and losses arising out of or in connection with the Agreement or anything done or omitted to be done.
- (6) The Client hereby consents and agrees that Quartermain shall not be liable for penalties, fines or other liabilities incurred by the Client or by Quartermain on the Client's behalf. The Client fully indemnifies Quartermain against such liabilities and shall immediately settle them upon notification.

13. Indemnity

The Client shall indemnify and hold harmless Quartermain, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with any and all costs, damages, claims, actions, liabilities and expenses whatsoever arising out of or in connection with Quartermain's provisions of the Services.

14. Disclosure of information

The Client undertakes that all information that it provides to Quartermain from time to time will be accurate, complete and up-to-date. The Client shall notify Quartermain forthwith of any change to such information. Quartermain shall be entitled to rely fully on all such information for all purposes until Quartermain is notified by the Client in writing in respect of any change.

15. Data Privacy

(1) Quartermain is subject to Personal Data (Privacy) Ordinance ("PDO"). The personal data that the Client supplies to Quartermain and to which the PDO applies may only be used:-

- a) to provide Services to the Client; and
 - b) for the direct marketing of services provided by Quartermain.
- (2) Quartermain shall observe all statutory provisions with regard to data protection. The Client may request Quartermain to correct any inaccurate data. The Client may object to the use by Quartermain of the Client's personal data for marketing, whereupon Quartermain will not use this for such purposes.
- (3) The Client represents and warrants to Quartermain that the Client has taken all actions necessary to authorise the disclosure to Quartermain and other persons permitted hereunder of all information from time to time by the Client. If the Client does not wish to receive any unsolicited emails from Quartermain for purposes other than provision of the Services, the Client may also send an unsubscribe request by email to Quartermain at the usual contact email.
- (4) The Client agrees that data may be transferred overseas for purposes in relation to the provision of Services.

16. Force Majeure

Neither Party shall be liable in damages nor have the right to terminate the Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond the control of the Party in default. Such event shall include but not be limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected.

17. Term and Termination

- (1) Unless otherwise specified, the Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless otherwise specified, until the Services have been provided.
- (2) The Agreement can be terminated by either Quartermain or the Client by giving three months' notice in writing to the other.
- (3) Quartermain may suspend its work on the Client's account if any sum in any invoice remains outstanding and shall not be liable for any adverse consequences of this that may accrue to the Client as a result.
- (4) Quartermain is entitled to cease acting for the Client if, in the opinion of Quartermain, Quartermain is unable to fulfil the Agreement properly and/or legally, and in that case, Quartermain is entitled to terminate the Agreement immediately by giving notice to the Client pursuant to this clause 17(4).
- (5) If the Client or Quartermain decides that Quartermain will stop acting for the Client, Quartermain shall render a final bill and the Client's papers will be returned to the Client upon receipt of payment thereof. Additional time costs may be charged for handover to successors if this is necessary

thereafter. For the avoidance of doubt, the "Client's papers" are the documents which were provided by the Client to Quartermain and does not include the documents which were created by Quartermain for the provision of the Services. Quartermain reserves the right to decide which documents shall fall within the scope of "Client's papers".

18. Amendment

- (1) No amendment to the Agreement shall be effective unless it is made in writing and is signed by the Parties. (2) Notwithstanding
- (2) the above, Quartermain is entitled to amend or modify the terms and conditions of the Agreement (which shall include but not be limited to Quartermain's hourly and fixed schedule fee rates) from time to time at its absolute discretion. Such amendments and modification shall be notified to the Client in writing, in which event such amendments shall apply with effect from the effective date as determined at the absolute discretion of Quartermain and is specified in such notice.

19. Severability

If any provision of the Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect.

20. Entire agreement

The Agreement contains the whole agreement between the Client and Quartermain relating to the subject matters contemplated by the Agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or subject matter.

21. Third Party Rights

A person who is not a Party to the Agreement shall not be entitled to enforce any term of the Agreement.

22. Further Assurance

Each Party shall, at the cost and request of any other Party, execute and deliver such documents and take such actions as may be reasonably requested from time to time in order to give full effect to its obligations under the Agreement.

23. Legal Advice

Quartermain's work does not constitute, in whole or in part, legal advice. If the Client so wishes, it may instruct solicitors to advise it independently in respect of any aspect of Quartermain's advice.

24. Dispute Resolution

The Agreement is governed by the laws of the Hong Kong and any dispute hereunder shall be submitted to the exclusive jurisdiction of the Hong Kong courts.

Notwithstanding the above, if the Client has any complaint about the Services and Quartermain, the Client should first write to the account managers who will provide a response within a reasonable period of time. If the Client is not satisfied with such a response, the complaint should be referred to a director of Quartermain or other senior executive who has the authority to settle the matter for further negotiation with a view to resolve this matter in an amicable manner.