

GENERAL TERMS AND CONDITIONS FOR ICT SERVICES

1. Agreement

These General Terms and Conditions for ICT Services and any additional attachments, if any (the "Agreement"), which will be deemed an integral part hereof for all purposes, when attached to or referenced in the Order Form properly filled out and duly executed by BUYER and SUPPLIER, will constitute an agreement entered into between BUYER and SUPPLIER for the provision of ICT Services (for purposes of this Agreement, the "ICT Services" or the "Services").

2. Definition

- 2.1 In this Agreement, the following terms have the following meanings:

"Affiliate" means in relation to any entity, any other entity which directly or indirectly controls, is controlled by, or is under common control with such entity, including an entity with a 50% or more equity or more in an entity.

"BUYER" means the party named on the Order Form who will acquire the Services from SUPPLIER.

"Charges" mean the charges for the Services as set forth in the Order Form.

"Day" means calendar day if not specifically defined.

"Order Form" means the Order Form for the Services that, when executed by BUYER and SUPPLIER, together with these General Terms and Conditions comprises a binding agreement between the Parties in respect of the Services.

"Party" means SUPPLIER or BUYER and "Parties" mean SUPPLIER and BUYER.

"Product" or "Products" means any communication device or application, encompassing radio, television, cellular phone, computer and network hardware and software, satellite systems, as well as the various services (or any other item containing, using or depending upon any of the foregoing) supplied by SUPPLIER under this Agreement including but not limited to any hardware or software provided to BUYER by SUPPLIER as part of the Services or used by SUPPLIER as part of the Services.

"SUPPLIER" means China Mobile International Limited or its Affiliate, which has accepted Order Form with the BUYER for the provision of Services.

"Working Day" means Mondays through Fridays, inclusive, but does not include national or public or bank holidays.

3. Prices

- 3.1 The Charges are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental or regulatory body and/or department arising from or as a result of the provision of the Services under the Order Form. BUYER shall be responsible for the payment of the above-mentioned taxes, irrespective of the taxes are imposed on SUPPLIER or BUYER.

- 3.2 If BUYER is required by law to deduct or withhold any taxes, duty or levy from any amounts payable under the Order Form, such amount shall be increased as necessary so that SUPPLIER receives an amount equal to the sum it would have received without any deduction or withholding. BUYER shall provide a copy of the withholding tax certificate to SUPPLIER without undue delay.

- 3.3 Each Party shall bear its own bank charges imposed by the Party's bank(s). The intermediate bank charges shall be borne by the account payee.

4. Rescheduling and Cancellation

- 4.1 Unless stated otherwise in the Order Form and subject to Clauses 4.2 and 4.3 below, BUYER may reschedule delivery dates or cancel the Order Form by notifying SUPPLIER in writing no less than thirty (30) Days prior to the scheduled delivery date. In the event of cancellation, SUPPLIER shall be entitled to claim all the Charges as set in the Order Form. If BUYER cancels the Order Form less than thirty (30) Days prior to the scheduled delivery date, BUYER shall be liable to pay SUPPLIER.

- (a) all payments contractually required to be made and actually made by SUPPLIER and its subcontractors to a third party as a direct consequence of the cancellation;
- (b) any other direct actual cost (including reasonable allocation of overhead expenses) that SUPPLIER incurred or will incur as a direct consequence of the cancellation;
- (c) the amount as agreed by the Parties in the Order Form as liquidated damages for the cancellation (in the event of a dispute over any such compensation, the Parties agree to resolve the matter amicably); and

- (d) one-off installation charge and other non-recurring charge as set forth in the Order Form.
- 4.2 If Initial Term has been specified in the Order Form and BUYER terminates the Services prior to the end of such Initial Term, BUYER shall pay the following termination charges:
- (a) all unpaid and/or outstanding Charges incurred up to and including the date of termination;
- (b) all Charges that would have been payable for the remainder of the Initial Term; and
- (c) any taxes payable by BUYER.
- 4.3 Notwithstanding anything herein to the contrary, cancellation of any services ordered from third party service provider(s) on behalf of BUYER shall be subject to the terms and conditions imposed by such service provider(s).

5. Term

The Order Form shall commence and remain in force until the end of the Initial Term specified in the Order Form (if any) unless terminated earlier pursuant to this Agreement. Upon the expiry of the Initial Term, the Services shall automatically renew on monthly basis unless and until terminated by either Party at any time during its renewed tenure by giving not less than one (1) month's prior written notice of termination to the other Party.

6. Payment

All the Charges will be specified in the Order Form. Unless otherwise stated in the Order Form, all charges shall be paid within 30 days from the invoice date. SUPPLIER reserves the right to hold shipment of any further orders until payment has been received. If BUYER fails to pay any sum when due or fails to perform under this or any other agreement with SUPPLIER after thirty (30) Days' notice, SUPPLIER shall be entitled to impose interest on the amount due at 12% per annum. Interest will be calculated from due date. Any queries on invoices must be notified in writing within five (5) Working Days of the invoice date.

7. Delivery

Delivery will take place in accordance with a schedule and in the quantities specified in the Order Form. SUPPLIER will deliver to the address specified in the Order Form using standard packaging (this may not be original packaging) and transportation. SUPPLIER shall make reasonable effort to meet such required delivery dates but SUPPLIER shall not accept any liability whatsoever resulting from delay or

failure in delivery which is beyond its control. Claims for non-delivery must be made in writing to SUPPLIER within five (5) Working Days from date of invoice. No claims for shortage or visible damage will be accepted unless notification is received in writing within two (2) Days of receipt. BUYER may request to collect Products from SUPPLIER's premises, but SUPPLIER shall accept no responsibility for any damage or loss of the Products by BUYER's own or third party's transportation.

8. Title

Risk in the Products shall pass to BUYER upon receipt of the Products and BUYER shall insure them for not less than the full invoice value whilst the Products are in BUYER's possession and control until full payment of the Products has been received by SUPPLIER. Title to the Products shall remain with SUPPLIER until full payment has been received by SUPPLIER from BUYER.

9. Trade Compliance and Export Controls

Each Party shall, in the context of the services provided in terms of this Agreement:

- 9.1 comply with all economic, trade and financial sanctions laws, regulations, embargoes or restrictive measures administered ("Sanctions"), as well as all trade and/or export control laws and regulations ("Trade Control") enacted or enforced by United Nations, the governments of the United Kingdom, European Union, United States of America and any other relevant country;
- 9.2 not knowingly do anything which may cause the other Party or members of its group to breach Sanctions and/or Trade Control, especially for BUYER that shall not use, transfer, release, export or re-export any goods, services, software, or technology hereunder in violation of the applicable laws;
- 9.3 provide such assistance, documentation and information to the other Party as that Party may reasonably request, including but not limited to, end customer information, destination and intended use of goods or services;
- 9.4 notify the other Party in writing as soon as it becomes aware of an actual or potential investigation or breach in relation to the applicable laws or any material change in the status of the Parties in respect of:
- (a) blacklist status e.g. the inclusion on a Sanctions, entity or other blocked lists in any applicable jurisdiction (as stated in clause 9.1 above);
- (b) licence or authorization status e.g. a loss of licence or authorization in respect of Sanctions, Trade Control and/or under other applicable laws;
- 9.5 have the right to terminate this Agreement if any of the provisions of this clause are breached; or
- 9.6 have the right to seek indemnities from the Party

which has breached the relevant provisions for any direct losses incurred.

(f) provide a suitable main power supply and a suitable working area for SUPPLIER personnel.

10. Service

10.1 The Services to be provided by SUPPLIER will be defined and documented in a "scope of works" in or attached to the Order Form. The Services shall commence on the date specified in the Order Form and shall be complete on a signature by the BUYER or when all the works detailed in the scope of works document have been completed. Where the Services are charged on a time and materials basis rather than a fixed price, SUPPLIER shall supply, if requested, completed time sheets to verify its charges.

10.2 If SUPPLIER arranges third party service provider(s) to provide services on behalf of BUYER in connection with the Services, BUYER is deemed to have agreed to and accepted all the applicable terms and conditions provided those terms and conditions are terms and conditions reasonably and ordinarily imposed by the service provider(s) and provided that the applicable charges are in accordance with the amount of charges specified in the Order Form. BUYER shall pay SUPPLIER for any such charges imposed by such service provider(s).

11. BUYER Responsibilities

11.1 In addition to BUYER's other obligations under this Agreement and where appropriate, BUYER shall:

- (a) provide a representative who shall sign all relevant documentation for and on behalf of the BUYER;
- (b) provide, at its expense, such technical and other information, as SUPPLIER shall require for the performance of the Services;
- (c) provide such access to its equipment, as SUPPLIER shall require for the provision of the Services. This includes access to any telecommunications lines required for the Services and suitable passwords for any equipment. BUYER understands and acknowledges that if sufficient access is not provided, SUPPLIER shall not be obliged to perform the Services and may charge BUYER for costs and expenses incurred;
- (d) take all reasonable precautions to protect the health and safety of SUPPLIER personnel whilst on BUYER's site;
- (e) ensure that adequate backup copies of its operating system, application software and data files are kept; and

12. Termination

12.1 If: (a) BUYER fails to pay any outstanding Charges due under this Agreement within thirty (30) Days of SUPPLIER notifying BUYER of the delinquency; or (b) BUYER fails to comply with any other material provision of this Agreement and has not remedied the failure within thirty (30) Days of SUPPLIER notifying BUYER, BUYER will be in default of this Agreement. Once BUYER is in default of this Agreement, SUPPLIER may at its sole discretion do any or all of the following: (i) terminate or temporarily suspend all of the Services or just the Services that are the subject of the default; (ii) terminate this Agreement; (iii) attach, take possession of and/or remove any equipment BUYER has in SUPPLIER facilities in connection with the Services and, subject to applicable law, sell or otherwise dispose of it in full or partial satisfaction of amounts owe SUPPLIER under this Agreement; or (iv) exercise such other remedies as are available to SUPPLIER or SUPPLIER's Affiliates at law or in equity. If SUPPLIER terminates the Services or the Agreement, in addition to all Charges accruing to the applicable Services up to and including the termination date, BUYER must also pay SUPPLIER the termination charges described in Clauses 12.3. In the event SUPPLIER suspends Services pursuant to this Clause, Charges will continue to accrue during the period of suspension until (a) SUPPLIER terminates the Services or this Agreement or (b) BUYER cures the applicable default and SUPPLIER reactivates the Services.

12.2 If SUPPLIER fails to perform a material obligation under this Agreement and has not remedied such failure within sixty (60) Days of BUYER notifying SUPPLIER, BUYER may terminate the Services. BUYER will not be liable for any Charges accruing to the Services from the date of termination. If SUPPLIER's failure to perform (and no other factors attributed by BUYER) resulted in BUYER not being able to use the Services, BUYER will not be liable for any Charges accruing to the Services after the date the Services became unusable. Termination of the Services is BUYER's sole and exclusive remedy under this Agreement for breach by SUPPLIER.

12.3 For Services that are terminated prior to the end of the applicable Initial Term, BUYER must pay the following termination charges: (a) all unpaid and/or outstanding Charges incurred up to and including the date of termination; and (b) all monthly service charge that would have been payable for the remainder of the Initial Term; and (c) any initial charge or one-off charge waived by SUPPLIER; and (d) any taxes payable by BUYER.

12.4 If any proceedings in bankruptcy, reorganization, insolvency, liquidation or receivership are commenced by or against either Party, the other Party may, upon twenty-four (24) hours written notice, terminate this Agreement within immediate effect.

13. Warranty

13.1 SUPPLIER warrants that it will deliver the Service using the reasonable skill and care of a competent telecommunications service provider and will use reasonable efforts to restore the Service in the case of a network failure. SUPPLIER makes no other warranty or guarantee, express or implied, under this Agreement or otherwise. SUPPLIER further expressly disclaims any implied warranties of merchantability, satisfactory quality and/or fitness for a particular purpose.

13.2 Each Party's ("Defaulting Party") entire liability to the other Party ("Non-Defaulting Party") and the Non-Defaulting Party's exclusive remedies against the Defaulting Party for any damages arising from any act or omission relating to this Agreement, regardless of the form of action, whether in contract, tort, strict liability or otherwise, are limited to the following:

- (a) for direct damages to real or tangible personal property, Non-Defaulting Party's proven direct damages, a maximum amount equal to the aggregate Monthly Service Charge paid by BUYER under this Agreement;
- (b) for death, dismemberment, disfigurement, incapacitation, mutilation or other personal injury, unlimited but subject to proven direct damages; and
- (c) in respect of SUPPLIER as Defaulting Party, for events entitling BUYER to Service Credits under an applicable service level agreement or specific term and conditions of sale, the specified credit allowances.

13.3 Each Party will in no circumstances be liable to the other Party or any person claiming through that other Party for any indirect, incidental, consequential, reliance, or special damages or for lost revenues, loss of data, lost savings or lost profits of any kind, regardless of the form of action, whether in contract, warranty, strict liability or tort, including, without limitation, negligence of any kind whether active or passive. Each Party will in no circumstances be liable for any damages attributable to any service, product or actions of any person other than that Party, its employees and agents.

14. Service Provisioning Information

14.1 SUPPLIER may request for certain company particulars and service provisioning information (the "Information") from BUYER for the provision of the Services. BUYER may decline to provide such Information but SUPPLIER may reserve the right to decline the provision of the Services.

14.2 BUYER agrees and understands that SUPPLIER may use the Information for

- (a) provision of the Services to BUYER including the transfer of the Information to third parties service provider as necessary for the provision of the Services to BUYER and/or transfer to Affiliates as necessary for the provision of any service by such Affiliates;
- (b) matching the Information with other data collected for other purposes and from other sources including third parties in relation to the provision of the Services;
- (c) improving the Services or the provision of services by Affiliates;
- (d) analyzing, authenticating and checking BUYER's credit, payment and/or status in relation to the provision of the Services.
- (e) processing of any payment instructions, direct debit facilities and/or credit facilities in relation to the provision of the Services or requested by BUYER.
- (f) enabling the daily operation of BUYER's accounts with SUPPLIER or SUPPLIER's Affiliates and/or the collection of amounts outstanding from BUYER (which may include disclosing BUYER's such Information to debt collection agents) in relation to the Services or any products or services provided by SUPPLIER's Affiliates; and
- (g) disclosure as required by law or prevention or detection of crime.

14.3 BUYER shall notify SUPPLIER of any changes of the Information which may affect the provision of the Services to BUYER. On SUPPLIER's request, BUYER shall provide SUPPLIER with the Information relating to BUYER and BUYER's use of Services reasonably required by SUPPLIER to

- (a) assist SUPPLIER in complying with SUPPLIER's obligations under any applicable law;
- (b) report to any government agency regarding compliance with those obligations; and
- (c) assess whether BUYER has complied, is complying and will be able to comply with all of BUYER's obligations under this Agreement.

15. Confidentiality

- 15.1 From the Effective Date until the expiration of three (3) years following the termination of this Agreement, BUYER must keep the information marked or otherwise reasonably understood to be confidential or proprietary of SUPPLIER ("Information") confidential and not disclose without SUPPLIER's consent the Information, and will use the same level of care with respect to the Information as BUYER employs with respect to its own confidential or proprietary information.
- 15.2 Notwithstanding the above, Information will not be deemed confidential and BUYER will have no obligation with respect to any Information which (i) is already known to BUYER, (ii) is or becomes publicly known through no negligent or wrongful act of BUYER, (iii) is received by BUYER from another source without similar restriction and without breach of this Agreement, or (iv) is furnished to a third party by SUPPLIER without similar restrictions on the third party's rights.
- 15.3 If BUYER receives lawful process requesting or requiring it to disclose any Information, BUYER will promptly notify SUPPLIER in order that SUPPLIER may seek an appropriate protective order, or consent to the release of the Information.

16. Force Majeure

Neither BUYER nor SUPPLIER may be held responsible for any delay or failure in performance of any part of this Agreement if and to the extent that it is caused by acts of God or nature (including wild animals), war or war-like conditions, mob violence, acts or failures to act of any governmental authority, or any other events or circumstances beyond the reasonable control of the concerned Party ("Force Majeure Event"). However no force majeure events or circumstances will excuse BUYER from BUYER's obligation to make any payments that are owed to SUPPLIER for Services delivered before the Force Majeure Event or that accrue due to BUYER's continued use of the Services thereafter. A Party who intends to invoke the exemption under the Force Majeure Event must give the other Party reasonable written notice of any Force Majeure Event setting out the anticipated impact upon its obligation under this Agreement and use reasonably commercial efforts to mitigate the effect of the Force Majeure Event. If any Force Majeure Event affecting a Party lasts for more than three (3) months, either Party may terminate the affected Services upon seven (7) Days' prior written notice to the other Party. Neither Party will incur any liability or penalties other than the obligations to pay any outstanding Charges in the event Services are terminated due to the Force Majeure Event.

17. Publicity and Advertising

Neither Party may publish or use any advertising, sales promotions, press releases or other publicity which use the other Party's name, logo, trademarks or service marks without the prior written approval of the other Party, provided that SUPPLIER may list BUYER as a user of the Service in SUPPLIER's advertising and sales promotion materials.

18. Survivability

Any provision of this Agreement which by its context is intended to apply after termination of this Agreement will survive its termination.

19. Waiver

The waiver by either Party of any breach of this Agreement by the other Party in a particular instance will not operate as a waiver of any subsequent breaches of a same or different kind. The failure of either Party to exercise any rights under this Agreement in a particular instance will not operate as a waiver of the Party's right to exercise the same or different rights in any subsequent instance.

20. Assignment and Subcontracting

This Agreement may not be assigned or transferred by either Party unless the other Party gives its prior written consent. However, notwithstanding the foregoing, SUPPLIER may:

- (a) freely assign or transfer this Agreement to any of SUPPLIER's Affiliates;
- (b) freely assign SUPPLIER's right to receive payments for the Service; and
- (c) subcontract Service or a portion thereof provided that SUPPLIER will remain liable for the performance of any of SUPPLIER's subcontractors.

Any purported assignment that is inconsistent with this Clause will be void. The Parties agree that they will execute all documents and do all such acts reasonably necessary to give effect to this Clause 19.

21. Independent Contractors

Under this Agreement, both Parties are independent contractors which maintain complete control over their own personnel and operations. Neither Party will become a partner, agent, fiduciary or legal representative of the other through operation of this Agreement.

22. No Third Party Beneficiaries

This Agreement is not intended to be for the benefit of any third party, is not enforceable by any third party, and does not confer upon any third party any remedy, claim or rights.

23. Entire Agreement

This Agreement embodies the entire understanding between the Parties in relation to the Services and there are no promises, terms, conditions or obligations, oral or written expressed or implied other than those contained herein. No amendment or variation of this Agreement shall be effective unless it is in writing and signed by the Parties hereto.

24. Notices

24.1 All notices, requests, or other communications hereunder shall be in writing, addressed to the Parties as follows:

(a) If to SUPPLIER:

Level 30, Tower 1,
Kowloon Commerce Centre,
No.51 Kwai Cheong Road,
Kwai Chung, New Territories,
Hong Kong.

Attention: Legal Department
Facsimile: +852 3188 1660
Telephone: +852 3975 6688
Email: legal@cmi.chinamobile.com

(b) If to BUYER, shall be sent to the address specified in the Order Form.

24.2 Notices mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee on the seventh (7th) Working Day following the mailing thereof. Notices sent by facsimile or email shall be conclusively deemed to have been received when the delivery confirmation is received. If either Party wishes to alter the address to which communications to it are sent, it may do so by providing the new address in writing to the other Party.

25. Governing Law

This Agreement shall be governed by the laws of the jurisdiction as set out in the Order Form without reference to its conflict of law provisions and the Parties irrevocably submit to the exclusive jurisdiction of the courts of the jurisdictions set out in the Order Form and any court of appeal therefrom. If the Order Form does not state a governing law or jurisdiction, then the laws of the region, state and/or country (as applicable) where the SUPPLIER contracting entity which signs the Order Form is registered or incorporated will apply and the Parties

irrevocably submit to the exclusive jurisdiction of the courts of such jurisdiction and any court of appeal therefrom. In the event BUYER fails to pay any invoiced amount which it has not disputed in accordance with Clause 6, then SUPPLIER may seek to recover the sum due in any court of competent jurisdiction without reference to its conflicts of law and BUYER hereby submits to the jurisdiction of any such court.

26. Anti-Bribery and Corruption

26.1 Each Party shall comply with all applicable laws, regulations and rules relating to anti-bribery and anti-corruption ("Anti-Corruption Laws"). The Parties further undertake not to pay, offer to pay, or promise to pay any money or provide anything of value to a public official or other related parties (including but not limited to customers, suppliers, agents, or relevant stakeholders), directly or indirectly through any third party, in order to obtain or retain any improper advantage.

26.2 If any of the Party becomes aware that any violation of this clause has occurred, is threatened, or has been requested by any person (including by an employee or representative of any party to this Agreement) for any undue financial or other advantage of any kind received in connection with this Agreement, such Party shall promptly report to the other Party.

26.3 The Parties agree that non-compliance or violation of this clause shall be deemed as a material breach of this Agreement and the non-breaching Party shall have the right to terminate this Agreement without prejudice to the non-breaching Party's other rights and remedies.