

M800 TERMS AND CONDITIONS OF PURCHASE

1. General

1.1 These Terms and Conditions of Purchase ("T&C") shall, to the exclusion of terms and conditions applied by suppliers or third parties, govern all requests for quotations made by M800 Limited ("M800") to the supplier who is supplying Product and/or Service to M800 ("Supplier"), as well as all agreements such as acceptance of quotations, order confirmations and purchasing orders, etc. entered into between M800 and Supplier, except to the extent that these T&C specify otherwise.

1.2 Each of M800 and Supplier under these T&C is individually referred to as a "Party" and collectively as the "Parties".

1.3 Deviating conditions shall only apply to the extent that M800 expressly agrees to them in writing, and they shall apply exclusively to the agreement(s) for which they are made.

1.4 In these T&C, "Products and/or Services" shall be understood to include any and all tangible and intangible product and services such as hardware, software, equipment, license and the renewal thereof, service and the result thereof, etc. supplied by Supplier to M800.

2. Requests for quotations

2.1 All requests for quotations and all information furnished in this context by or on behalf of M800 may contain sensitive information such as commercial secrets and shall be treated with confidentiality and may only be used to prepare for the submission of a quotation. Except where required in preparing for the submission of a quotation or where permitted, any kind of reproduction or publication of a request for a quotation shall be prohibited in any form.

3. Agreement

3.1 A quotation from the Supplier shall be irrevocable for a period of no less than thirty (30) days after its receipt by M800, unless otherwise agreed by the Parties.

3.2 M800 shall be entitled at all times to terminate negotiations without giving reasons and without being liable to compensate the Supplier.

3.3 An agreement shall be deemed to have been concluded as soon as M800 accepts a written quotation by means of placing a written order in the form of a Purchase Order. If, however, the order is sent after expiry of the period referred to in Clause 3.1 or the order deviates significantly from the quotation, the agreement shall be deemed to have been concluded in accordance with the order, unless the Supplier rejects the order in writing within seven (7) days of the date of the order. The following items shall form an integral part of the agreement ("Agreement"):

- (1) the Purchase Order from M800;
- (2) these Terms and Conditions of Purchase;
- (3) any product or Service specifications or SLA or other attached to the Purchase Order
- (4) the quotation and the acceptance thereof;
- (5) the request for a quotation.

In the event of any contradiction between the provisions contained in two different documents, the documents shall prevail in their numerical order, with (1) taking precedence over (2) etc.

3.4 If the Supplier has not made an offer or has made a verbal offer, the Agreement shall be deemed to have been concluded by the Supplier accepting, in writing, a written Purchase Order from M800 within fourteen (14) days of the date of said order or any other delay agreed by the Parties.

3.5 Agreements may only be amended and/or supplemented in writing by both Parties.

4 Quality

4.1 The Product and/or Service supplied must satisfy the provisions of the Agreement. They shall not be deemed to have satisfied the provisions of the Agreement if they do not possess the properties which M800 was entitled to expect pursuant to the Agreement and the Industry practice. This constitute a material obligation.

4.2 Where no detailed Product and/or Service description has been provided of the requirements of the Product and/or Service, they shall in any event be of good quality and satisfy, at the very least, the normal requirements of reliability, exercise of skill, diligence, prudence, foresight effectiveness, fitness for purpose, merchantability, making of any expenditure and workmanship that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances.

4.3 M800 shall be entitled to reject Product and/or Service because they do not satisfy the provisions of the Agreement, provided that M800 informs the Supplier accordingly within thirty (30) days of having discovered this to be the case. If M800 subjects the Product and/or Service to test, inspection, a notification of defects which M800 could reasonably be expected to have detected during said testing period or inspection, shall take place within thirty (30) days of the inspection having been completed.

4.4 The Product and/or Service delivered must be free from all charges, limitations and rights, including limitations and rights which are connected with intellectual property rights, with the exception of charges, limitations and rights which the Supplier informed M800 about in writing and which M800 has expressly accepted in writing. The Supplier shall hold M800 harmless against third-party claims in this respect, and also against any and all damage and costs which M800 might incur in this connection.

5 Testing and inspection

5.1 M800 shall be entitled to test and/or inspect the Product and/or Service for, amongst other things, damage, quantity, quality and weight after delivery.

5.2 The Supplier shall be obliged to render, free of charge, all reasonable cooperation required by M800 within the context of the testing and inspection, including the granting of access to the Supplier's facilities and the provision of personnel expertise.

5.3 where applicable, should the Product and/or Service become damaged or are used during testing, the Supplier shall have no claims against M800 if the Product and/or Service are partially or totally rejected.

5.4 Should M800 reject the Product and/or Service or find them to have failed the tests or not to be in order during an inspection whichever the case, the Supplier shall immediately refund to M800 all amounts paid for the Product and/or Service and, where applicable, collect them at its own expense from M800 within fourteen (14) days of M800 having informed the Supplier in this respect. Should the Supplier fail to satisfy this obligation, M800 shall be entitled to have the Product and/or Service disposed of or delivered to the Supplier at the Supplier's expense, without prejudice to any of M800's other rights or claims.

6 Delivery and transfer of title

6.1 The Supplier shall deliver the Product and/or Service on the scheduled delivery date or within the agreed period to the agreed location. If delivery of Product and/or Service is delayed more than one (1) days beyond the scheduled delivery date, M800 may cancel the delivery by notice, and without liability, to the Supplier.

6.2 M800 may reschedule the delivery of all or part of the Product and/or Service ordered by M800 by notice to the Supplier no less than seven (7) days prior to the scheduled delivery date.

6.3 M800 shall acquire title to the Product upon delivery or payment, whichever is earlier.

7 Risk of loss

7.1 The risk of loss attaching to the Product, if any, shall pass to M800 with effect from delivery.

7.2 In the event that M800 rejects the Product, finds them not to be in order during inspection, or invokes its right to terminate the Agreement on reasonable grounds or its right to have the Product replaced, the risk of loss attaching to the Product shall be deemed to have remained with the Supplier throughout.

8 Prices, charges, invoices and payment

8.1 All prices and charges shall be deemed to include all direct and indirect costs of whatever kind. The prices and charges shall be exclusive of tax. Unless otherwise agreed by the Parties in writing, delivery shall take place D.D.P. (Delivery Duty Paid) in accordance with the Incoterms 2010.

8.2 The prices and charges shall be fixed, unless the Agreement specifies the circumstances which may lead to price adjustments, as well as the way in which such adjustments are to take place.

8.3 Once M800 has acquired title, if any to the Product and/or Service, the Supplier shall send its invoices to the address specified by M800 in its order, quoting, in any event, the Agreement/Purchase Order number (without prejudice to the other legally required invoice details) and enclosing the agreed documentation.

8.4 Unless otherwise agreed by the Parties in writing, undisputed invoices which satisfy the conditions of Clause 8.3 shall be paid within thirty (30) days of the date of their receipt, after any possible settlement or compensation of M800's claims against the Supplier has taken place.

8.5 M800 shall not be required to pay a proportional part of an invoice if it has not received the agreed quantity of Product and/or Service at the agreed address.

8.6 Payment as described in Clause 8.4 shall not prejudice any possible recovery rights or other claims on the part of M800 with regard to the Product and/or Service delivered and/or services rendered.

8.7 Invoices and payments shall take place in HKD currency, unless otherwise specified in a purchase order.

8.9 The expiry of a payment period or non-payment of an invoice by M800 shall not entitle the Supplier to terminate its services or, in the event that the expiry or non-payment is a result of the defective nature of the invoiced Product and/or Service or services and/or the inaccuracy (of the content) of the invoice (details) and/or a dispute of the invoice, to postpone its services.

9 Force majeure

9.1 To the extent that a failure to comply with an obligation by a Party is resulted from force majeure events as defined by the applicable law, the Party shall not be deemed to be in default and shall not be liable to pay compensation, provided that the Party informs as soon as reasonably possible the other Party in writing about the event, the date on which it started, its likely or potential duration and the event's effects on its ability to perform parts any of its obligations under the agreement.

9.2 If any force majeure event, preventing either Party from performing all or material parts of its obligations, lasts for more than thirty (30) days from the date of its commencement either Party may terminate the Agreement with a thirty (30) days prior notice.

10 Compliance

10.1 If the Product delivered fail to satisfy the provisions of the Agreement, M800 may demand that the Supplier deliver the missing Product, or repair or replace the Product, within a reasonable period to be specified by M800. Any and all costs related and/or involved shall be at the Supplier's expense.

10.2 In the event of the Supplier still failing to render the service in question within the period referred to in Clause 10.1, M800 shall be entitled to have the delivery, repair or replacement carried out by a third party, and recover the costs involved from the Supplier, without seeking prior court intervention.

10.3 Should the Service provided fails to meet the specifications provided or at least the quality that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances, M800 shall be entitled to terminate the Agreement pursuant to Clause 14.

10.3 The provisions of this Clause 10 shall not prejudice M800 other rights and claims with respect to the Supplier failure to meet its obligations.

11 Representations and Warranties

11.1 Without prejudice to the provisions contained in the Agreement, the Supplier warrants that:

- (1) the Product and/or Service supplied to M800 shall be of good quality and free from defects of any kind and can be used, operate and function properly within any express or implied warranty period;
- (2) software, hardware and databases (if any) supplied to M800 shall be free of viruses;
- (3) the Supplier's provision and M800's purchase and use of the Product and/or Service shall not infringe any rights of any third party at any time;
- (4) the Supplier warrants and represents it has and will have at its own expense all the authorizations, permits, licenses that are necessary to supply the Products and/or Services and that no third party contractual right will be violated, breached or negatively impacted by entering into this Agreement;
- (5) the Product and/or Service are suited to the purpose for which M800 ordered and received the;
- (6) its employees and its sub-contractors, agents, professional advisers and supplier have sufficient and relevant expertise, experience and training to ensure the best performance of the Agreement;
- (7) all services rendered and Product and/or Service delivered in the context of the Agreement comply with all applicable Data Protection laws and regulations;
- (8) have and maintain for the duration of the Agreement appropriate cover for its business activity; and
- (9) it takes all appropriate technical and organizational measures against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to personal data as well as all steps to ensure compliance with the applicable laws and regulation.

11.2 If, in the opinion of M800, the warranty stipulations described in Clause 11.1 constitute a material obligation.

11.3 In the event that M800 invokes Clause 11.1 or Clause 11.2, the resulting costs shall be at the Supplier's expense.

11.4 This Clause 11 shall not prejudice any remedy which M800 may be entitled to claim.

12 Licences for software/hardware/databases

12.1 This Clause 12 applies if the Product and/or Service supplies to M800 include license of software, hardware or database. This constitutes a material obligation.

12.2 M800 shall acquire a non-exclusive license to use the software, hardware and databases (including new versions and releases) furnished by the Supplier under the terms of these T&C, for an indefinite period of time with effect from the time of delivery of said Product and/or Service, unless otherwise agreed.

12.3 The license shall, in any event, be understood to include using, loading, displaying on screen, copying, executing, transmitting and storing, etc. In certain cases, the license shall also be understood to include the right to issue sub-licenses, sell or distribute and all activities required in that context.

13 Protection of intellectual property rights

13.1 The Supplier guarantees that the Product and/or Service it supplies and the services it renders shall not infringe any third-party intellectual property rights and that the use of said Product and/or Service and services shall not otherwise constitute a wrongful act towards third parties. This constitute a material obligation

13.3 In the event that the Product and/or Service supplied and/or the services rendered infringe on any third-party intellectual property rights and/or constitute a wrongful act towards any third party, or in the event that M800 is prohibited from the use of the Product and/or Service, the Supplier shall, at the choice of M800:

- (1) Acquire the right, on behalf of M800, to continue using the Product and/or Service and/or services under the conditions of the agreement in question; or
- (2) Replace the Product and/or Service and/or services or change them in such a way that the infringement no longer exists; or, if the aforementioned options are not reasonably feasible,
- (3) Take back the Product and/or Service, crediting M800 for the amounts it has already paid to the Supplier; all of this without prejudice to M800's other rights, including its right to compensation.

13.4 The Supplier shall indemnify M800 against all damage and costs incurred by M800 as a result of legal proceedings.

13.5 All rights of results of research and development by M800 on the Product and/or Service shall be vested on M800.

14 Termination

14.1 M800 may, at its sole discretion, terminate the Agreement immediately by providing written notice of termination, without any liability, if:

- (1) The Supplier fails to fulfil any material obligation pursuant to the Agreement and such breach, if capable of remedy, has not been remedied at the expiry of seven (7) days following written notice to that effect having been served on the Supplier by indicating the steps required to be taken to remedy the failure; or
- (2) Delivery of Product and/or Service is delayed more than one (1) day beyond the scheduled delivery date; or
- (3) M800 has reasonable ground to believe or suspect that the purchase or use of the Product and/or Service supplied to M800 infringes third party's right; or
- (4) The Supplier becomes insolvent, bankrupt, its business liquidated or ceases to carry on business or any substantial part thereof or for the appointment of a liquidator, receiver, administrator, trustee or similar officer or of all or any part of its business or assets.

14.2 Unless otherwise agreed, M800 shall be entitled to terminate or cancel an order or the Agreement without cause by notifying the Supplier no less than thirty (30) days prior to the scheduled delivery date, without having any liability to the Supplier.

14.3 Upon termination of the Agreement, the Supplier must:

- (1) Immediately return all information and materials furnished by M800 and all media embodying such information and materials to M800;
- (2) Delete and overwrite any electronically stored copies of such materials within seven (7) days from the date of termination of the Agreement; and
- (3) Within such seven (7) days' period, deliver to M800 a certificate duly executed by its authorized representative certifying its compliance with the foregoing.

14.4 Termination of the Agreement and/or any related purchase order, for whatever reason, shall not prejudice the licenses and other rights granted to M800.

15 Confidentiality

15.1 The Supplier shall treat as confidential the information which it receives, such as specifications, technical information, company information including material, software, algorithms, data, systems, results, know-how, show-how, trade secrets, plans, forecasts, analyses, evaluations, research, technical information and other information concerning the operation, business, financial affairs, products, customers and Intellectual Property of M800 that may not be accessible or known to the general public, including, but not limited to the terms of this Agreement, and shall not disclose such information, shall remain the sole and exclusive property of M800, to any person(s) other than its own employees, that need to know, nor use it for any purpose other than for the performance of this Agreement. Upon the termination and/or expiry and/or completion of performance of the Agreement, the Supplier shall immediately return the confidential information and all copies thereof to M800.

15.2 Without M800's prior consent, the Supplier shall in no way disclose, advertise or publish the provisions from, or transactions performed under the Agreement.

15.3 The Supplier shall also ensure that these obligations are also imposed on its own employees and any independent third parties involved, in any way, in the performance of the Agreement. Any infringement of the provisions of Clauses 15.1 and 15.2 by an employee of the Supplier shall be deemed to be an infringement of this obligation by the Supplier.

16 Indemnification

16.1 The Supplier agrees to defend, indemnify, and hold harmless M800, its affiliates and their respective officers, directors, employees and agents from and against any loss, claim, cost, expense, liability or damage, including reasonable attorney's fees and costs resulting from a third party claim that directly or indirectly arises from: (i) the performance of the Supplier's obligations, representation and warranties hereunder.

16.2 The provisions of this Clause 16 shall apply without prejudice to the other provisions of these T&C.

17 Limitation of liability

17.1 The Supplier agrees that (i) in no event shall M800, its affiliates or employees be liable to the Supplier for any, special, indirect, consequential, incidental, punitive or consequential damages; and (ii) the total liability of M800 per event or series of events and per year, whether in contract, tort or otherwise in connection with this Agreement shall not exceed a sum equal to the fees paid over the six (6) previous months immediately preceding the occurrence of the damage. .

18 Governing law and dispute resolution

18.1 These T&C shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative

M800 TERMS AND CONDITIONS OF PURCHASE

Region of the People's Republic of China ("Hong Kong"), without regard to conflict of laws principles. Subject to the Parties' rights to seek injunctive relief or other right in equity by any court of competent jurisdiction, the Parties agree to submit any dispute arising in the interpretation or performance of this Agreement or of a Service Order for arbitration to be held in International Chamber of Commerce located in Hong Kong SAR and conducted in English in accordance with the International Chamber of Commerce rules for arbitration. The number of arbitrators shall be one (1) appointed in accordance with the said rules. The result of arbitration is final, binding and fully enforceable in the Parties jurisdiction pursuant to the New York Convention dated 10 June 1958.-

19 General

19.1 The Supplier shall inform M800 immediately if problems arise with respect to the Product and/or Service which pose a threat to the Supplier complying with its obligations in full and on time. The Supplier shall consult with M800 in order to find a solution which will protect the interests of M800, without prejudice to any other rights conferred upon M800. Whenever appropriate, the Supplier shall, at M800's request, provide substitute and functionally equivalent Product and/or Service and render services on a temporary basis and at no cost for M800.

19.2 Any failure on the part of one of the Parties to enforce any of the provisions of the Agreement within a period specified in these T&C shall not affect the right of the said Party to demand compliance at a later stage, unless the Party in question has expressly accepted the event of non-compliance in writing.

19.3 The rights and obligations of M800 under the Agreement may be assigned and/or transferred by M800 to a third party without further requirements. The Supplier's consent shall not be required in this respect.

19.4 If any of the provisions of these T&C proves to be void or is repudiated, the other provisions shall remain in full force and this shall have no effect whatsoever on the performance of the other parts of the Agreement. Furthermore, in such an event, the Parties shall consult with one another as soon as possible in order to reach a solution suited to the nature of the Agreement and which most closely matches the aim and meaning of the void or repudiated provision.

19.5 All notices required or permitted hereunder shall be given in writing addressed to the respective Party as set forth below and shall either be (i) personally delivered, (ii) transmitted by postage prepaid certified mail, return receipt requested, (iii) transmitted by nationally recognized private express courier, or (iv) emailed. All notices shall be deemed to have been given on the date sent if delivered personally or by email, or seven (7) days after deposit in mail or three (3) days if delivered by express courier. A Party may change its address for purposes hereof by written notice to the other in accordance with the provisions of this Clause 19.5.

19.6 Termination or expiry of the Agreement shall not prejudice the provisions of these T&C with regard to intellectual property, warranty, confidentiality and the settlement of disputes.