



KONICA MINOLTA

BUSINESS TERMS AND CONDITIONS

SECTION A – MASTER TERMS AND CONDITIONS

A1 DEFINITIONS

“ Agreement ”	means an agreement formed between BHK and a Company under this ST&C starting from the Effective Date.
“ BHK ”	means Konica Minolta Business Solutions (HK) Limited.
“ Company ”	means the company or entity who is engaged by BHK to provide the Products, Software, and/or Services.
“ Confidential Information ”	carries the same definition as of the Confidential Terms and Conditions for Vendors.
“ Documentation ”	means manuals, instructions, technical literature, configuration guide and all other related materials supplied to BHK by the Company for aiding the use and application of the Software, including but not limited to User Requirement Specification, Functional Specification (including architecture diagram, system flow diagram, screen prototypes, fields definition, fields validation, system design’s business rules and logic, report layout and report logic etc), professional advice for system architecture design, system sizing etc, risk factors and contingency plan, daily application, database backup and restore procedures, system recovery procedures, data migration plan and procedures.
“ Effective Date ”	means the date a Company has been accepted by BHK as BHK’s vendor, as notified by BHK under a written notice.
“ End User ”	means the end customer(s) of BHK that acquires the Products, Software, and Services from BHK within the Territory.
“ Information ”	means technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, software, technique, production, costs, profit and margin information, finances and financial projections, customers, clients, end users, marketing, and current or future business plans and models.
“ Products ”	means the hardware supplied by the Company under the Agreement and any necessary software or app used in connection with the applicable Products.
“ Purchase Order ”	means any order of Products, Software and/or Services placed by BHK to the Company with details of Products, Software and/or Services to be ordered.
“ Professional Services ”	means any of the professional services as set out in Section E and/or Statement of Works for providing basic training to the employees of BHK and the End User, including but not limited to, project management, implementation, requirement study, installation and setup, customization, UAT support, go-live support, bug fixing and troubleshooting, arranging project meetings with BHK and provision of relevant information or Documentation to BHK and End User.

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“ Quotation ”	means quotation issued by the Company under the Agreement.
“ Services ”	means the Professional Services and the maintenance and support services of the Products and/or Software set out in Sections B, D and E collectively provided by the Company to BHK and/or End User.
“ Software ”	means any necessary software solutions used in connection with the applicable Services. For the purpose of this Agreement, it refers to any software solutions and/or system developed by the Company or its subcontractor, vendor or any third party supplier. It also means any customizations, modifications, releases and updates or derivative works of such system.
“ Statement of Works ”	means any Company’s quotation, order forms or statements of works to be agreed by the parties, including but not limited to project scope, project schedule, project activities and tasks to be performed by both parties and roles and responsibilities of both parties.
“ ST&C ”	means these Business Terms and Conditions.
“ Territory ”	means Hong Kong and Macau.

A2 **AGREEMENT TERM FOR VENDOR REGISTRATION**

An Agreement shall last for one (1) year subject to the termination provisions provided in this ST&C (“**Term**”). Unless BHK provide at least three (3) months’ prior written notice to the Company prior to the expiration of the Term, the Agreement shall be automatically renewed for a further period of one (1) year commencing on the day after the last day of the term (each a “**Renewed Term**”) and all the ST&C will continue to be valid and effective during a Renewed Term. For the avoidance of doubt, the automatic renewal mechanism contained in this clause shall apply to each Renewed Term subsequent to the Term, provided that the total duration of the Agreement shall not exceed three (3) years.

A3 **PURCHASE ORDER**

- A3.1 Any ordering by BHK shall be made by Purchase Order. Upon acceptance of Purchase Order, it shall become separate agreement between the Company and BHK, wherein the Company agrees to supply and BHK agrees to purchase the Products, Software and/or Services set forth on the Purchase Order pursuant to the terms and conditions of this Agreement. Should any party intend to cancel or modify a Purchase Order, that party shall inform the other party within 5 business days upon the issuance date of the Purchase Order.
- A3.2 A Purchase Order shall be deemed to be accepted by the Company if BHK has not received any written rejection of the Purchase Order including the reason for non-acceptance or rejection within 5 business days upon delivery.
- A3.3 Each Purchase Order shall be read together with this ST&C as one single agreement. In the event of any conflict or inconsistency between the terms and conditions of any Purchase Order and this ST&C, the Purchase Order shall prevail.

A4 **PAYMENT**

- A4.1 BHK shall make payment to the Company according to the applicable Purchase Order. The payment due date shall be within thirty (30) days from the date of BHK’s acceptance of the Company’s deliverables, or the date of BHK’s receipt of the Company’s invoice, whichever is later.
- A4.2 Without limiting any other remedies or rights that BHK may have hereunder, if the Company’s performance does not meet BHK’s requirement and/or service levels as set out in Statement of Works, service level agreement or any other applicable documents, BHK shall have the rights to suspend any payment until the Company has met BHK’s requirement and/or service levels and BHK shall have the right to terminate an Agreement.

A5 **WARRANTIES**

- A5.1 The Company hereby warrants that any equipment or materials or devices or software to be used by BHK and/or the End User (regardless it is developed and maintained by the Company or by third party software partner) under the Agreement shall be performed or installed by the Company in a workmanlike manner, consistent with generally prevailing industry standards for comparable services, and in compliance with the requirements of the Agreement.
- A5.2 The Company hereby warrants that the performance of the Software shall be (i) free from any errors, defects or bugs; (ii) without any undocumented features; (iii) conform with BHK’s specifications; (iv) in compliance with

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the service levels stated in the Statement of Work; (v) in compliance with the intellectual property laws and any other laws and regulations applicable in the Territory; and (vi) free from infringement of intellectual property rights of any third party.

- A5.3 The Company further warrants that the Products shall be (i) fit for the purpose under the Agreement, Purchase Order, and/or the Quotation; (ii) free from error, defects or bugs; (iii) without any undocumented features; (iv) conform with BHK's specifications; (v) in compliance with the service levels stated in the Statement of Work; (vi) in compliance with the intellectual property laws and any other laws and regulations applicable in the Territory; and (vii) free from infringement of intellectual property rights of any third party.
- A5.4 The Company further warrants and covenants that it is an authorized seller of the Products and/or the Software and it has obtained all permits, licenses, authorizations and must observe, comply and satisfy all legal requirements relating to the selling of the Products and/or the Software.
- A5.5 The Company shall comply with special provisions, undertakings or code of conduct flow down from the End User. If applicable, the Company and/or its subcontractors and personnel shall sign documents required by End User from time to time indicating agreement and full compliance with such special provisions or codes of conduct
- A.5.6 Without prior written consent from BHK, the Company shall refrain from discussing business or establishing any contractual relationship directly with End User with regard to any services similar or related to the Services as set forth an Agreement and any Statement of Work.

A6 INDEMNITY AND LIABILITY OF THE COMPANY

- A6.1 The Company shall be liable for all losses and damages suffered by BHK and the End User based on the use of the Products, Software and/or the Services provided by the Company.
- A6.2 The Company shall be liable for any delay or deficiency suffered by BHK in providing services to End User if such delay or deficiency results from the Company's failure to perform its duties under the Agreement.
- A6.3 The Company shall be responsible for any damages or loss to the information/data saved in BHK's or End User's network or any damages or loss caused to BHK or End User or its employees or properties when providing the Services and/or the Software and the End User is using the Products.
- A6.4 The Company shall have liability for any claims, actions, damages or other costs arising out of or in connection with any content, material, documents or other information (including without limitation trademarks, copyrighted material, product information) provided to BHK or End User by the Company.
- A6.5 The Company shall indemnify and keep indemnified BHK against all claims or demands made by BHK or any third party by reason of any loss, injury or damage, personal injury, damage to property, infringement of any intellectual property rights suffered by any person, directly or indirectly, which are due to the use of the Products and/or the Software.

A7 LIMITATION OF LIABILITY

- A7.1 Subject to Clause A7.2, neither party shall in any event be liable for any loss of revenue or profits or loss of goodwill or for any other indirect, special, incidental, or consequential damages suffered by the other party in connection with the Agreement.
- A7.2 Nothing in the Agreement shall operate to limit or exclude the Company's liability for (a) death or personal injury caused by the Company's negligence; (b) fraud or fraudulent misrepresentation; (c) any liability that cannot be limited or excluded at law; (d) any breach of confidence or its obligations under Section A8; (e) the Company's indemnification obligations under the Agreement; or (f) any wilful misconduct or deliberate repudiatory breach.

A8 CONFIDENTIAL INFORMATION

- A8.1 The Company has entered into a Confidential Agreement with BHK under the Confidential Terms and Conditions for Vendors. The Company's obligations under the Confidential Agreement apply to all Agreements.
- A8.2 BHK shall under a reasonable commercial endeavor:- (a) protect the confidentiality of the other party's Confidential Information; (b) not disclose the Confidential Information, except to its affiliates, employees and agents on a need-to-know basis; (c) procure that the Confidential Information which belongs to the other Party would only be used, with reasonable care, for the sole purpose of exercising any rights and/or fulfilling any obligations under the Agreement; (d) agrees and acknowledges that each party is responsible for the actions or omissions of its affiliates, agents and employees.
- A8.3 The above A8.2 does not apply to Confidential Information that is: (a) communicated to BHK by a third party; (b) in the public domain or otherwise publicly available when disclosed to BHK; (c) independently developed/owned by BHK.
- A8.4 Required Disclosure. Notwithstanding the above, BHK may disclose the Confidential Information that belongs to the other party by operation of law or by the order of a competent court or government entity, provided that, if it is legally

permissible, BHK shall use commercially reasonable efforts to inform the other party and allow the other party to seek confidential treatment of the information.

A9 PERSONAL DATA (PRIVACY) ORDINANCE

The Company acknowledges that the Confidential Information may consist of personal data and be subject to the provisions of the Personal Data (Privacy) Ordinance, Chapter 486 of the laws of the Hong Kong Special Administrative Region (“**PDPO**”). The Company agrees to comply with the provisions of the PDPO, and all other relevant laws and regulations, with respect to the Confidential Information, as if it were a data user as defined in the PDPO.

A10 TERMINATION

A10.1 BHK may terminate an Agreement and its respective obligations under the Agreement upon written notice to the Company if:

- (1) the performance of the Company does not meet the standard and/or service level of BHK and fails to provide a satisfactory remedy within 14 days from BHK’s notice;
- (2) a bankruptcy petition relating to the Company is presented, or the Company enters into compulsory or voluntary liquidation, or have a receiving order made against it, or makes any arrangement with its creditors or makes any assignment for the benefit of such creditors;
- (3) the Company undergoes a change of control or ownership;
- (4) the Company materially breaches any term of the Agreement or otherwise fails to satisfy any promise or covenant made herein, and further provided that the Company shall fail to cure said breach or failure within 30 days’ period;
- (5) the Company ceased to be the licensee of the Software.

A10.1 Either party may terminate the Agreement by written notice if any of the Force Majeure Events set out hereunder happened, and has been lasted for 3 weeks.

A10.2 Notwithstanding the above BHK may terminate an Agreement with or without cause by giving 30 days’ written notice to the Company.

A11 EFFECTS OF TERMINATION

A11.1 Regardless of any reasons stated above, upon termination of an Agreement,

- (a) BHK shall cease the payment as at the date of the termination except the outstanding payments which are due to the Company for products delivered and works and services already performed and accepted by BHK under the Agreement;
- (b) BHK shall cease to place any new order or start any new project with the Company;
- (c) the Company shall immediately return to BHK all materials or information provided to the Company;
- (d) the Company shall provide to BHK full set and latest user requirement specification and functional development specification, latest system installation manual, system recovery procedures and configuration guide within 10 business days upon termination or expiration of Agreement.

A.11.2 Termination of Agreement for any reason shall not affect the right of BHK to recover from the Company:-

- (a) any damages for breach of Agreement;
- (b) refund of any sum prepaid for un-delivered Products, Software and/or Services; and
- (c) any claim from the End User or third party caused by the breach of Agreement.

A11.3 BHK shall under no circumstances be liable for any termination damages, compensation or indemnities for market development or goodwill, loss of anticipated profits or expenditure of any kind incurred by the Company for the performance of the Agreement.

A11.4 Termination of Agreement by BHK shall not discharge either party from any existing obligations accrued due on or prior to the date of termination. For the avoidance of doubt, the Services to be performed by the Company and/or Software to be provided to BHK that has been set out in the applicable Statement of Works shall be continued until the confirmation of project acceptance has been acknowledged by BHK.

A11.5 The rights and remedies granted to BHK pursuant to the Agreement are in addition to, and shall not limit or affect, any other rights or remedies available at law or equity.

A12 ASSIGNMENT

BHK has the right to assign its interest in an Agreement or its rights hereunder to any person or corporation at any given time. Conversely, the Company is strictly prohibited from assigning or transferring its interest in the Agreement or its rights hereunder to any person or corporation without the express, prior written consent of BHK. The Company must adhere to this requirement to avoid any potential breaches of the agreement.

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- A13 **FORCE MAJEURE**
Neither party hereto shall be deemed in default of Agreement to the extent that performance of its obligations (other than an obligation of payment) or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, civil disturbance, terrorism, acts or omissions of suppliers and other third parties, act of government, strikes, unavailability of material, facilities, telecommunications services or supplies or any other cause beyond the reasonable control of such party (each, a “**Force Majeure Event**”).
- A14 **MODIFICATIONS AND WAIVER**
The parties hereto may, by mutual agreement, amend any provision of Agreement, and any party hereto may grant consent or waive any right to which it is entitled hereunder or any condition to its obligations hereunder, provided that each such amendment, consent or waiver shall be agreed by both parties and shall be in writing.
- A15 **STATEMENT OF WORKS**
A15.1 BHK and Company will develop and enter into one or more Statement of Works to be governed by the terms set out herein, incorporating the description and fees for each of the Products, Software and/or Services requested by BHK. Each Statement of Works will further describe, if applicable, the Products and/or Software that the Company is obligated to furnish BHK, the acceptance criteria for each of the Products and/or Software and the applicable time period for BHK to review, evaluate and/or test the Products and Software as the case may be.
A15.2 In the event of any conflict between the terms and conditions of any Statement of Works and this ST&C, the latter shall prevail unless agreed otherwise by the parties.
- A16 **CHANGE OF ORDER**
BHK may at any time request and the Company may at any time recommend change(s) to the Products, Services and/or Software in a Statement of Works. Each party’s requested or recommended change(s) shall be addressed in writing to the other party’s project manager. Neither party will be obligated to agree to any change order until any change is formally agreed in writing and signed by the parties which will be construed as a new Statement of Works. Any change of orders that have been fully executed by the parties in the form of a new Statement of Works will become supplements to the Agreement.
- A17 **INSURANCE**
During the Term and Renewed Term, the Company shall maintain, at its own cost and with a reputable insurance company, valid professional indemnity insurance (with cyber risk coverage), public liability and worker’s compensation insurance coverage for an insured sum that is adequate to cover liabilities that may arise under or in connection with the Agreement and shall, on BHK’s request, produce a certificate of insurance showing the insured sum.
- A18 **INDEPENDENT CONTRACTOR**
The parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is created by an Agreement.
- A19 **CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE**
A19.1 End User that derives Products, Software and/or Professional Services under an Agreement shall be deemed to be a third-party beneficiary entitled to the benefits and protections afforded to BHK under an Agreement with rights of direct enforcement against the Company.
A19.2 Except as otherwise expressly provided herein, no party other than the Parties to the Agreement and the End User shall have any rights in the Agreement. The parties hereby declare that nothing in the Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of the Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).
- A20 **ENTIRE AGREEMENT**
An Agreement, other attachments and the Statement of Works constitute the entire agreement between the parties to agreement with respect to the subject matter hereof and supersedes all prior agreements, quotation, purchase orders, understandings and negotiations, whether oral or written, between the parties hereto with respect to such subject matter, unless otherwise explicitly agreed in writing by the parties.

A21 SEVERABILITY
Any term or provision of Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of Agreement or affecting the validity or enforceability of any of the terms or provisions hereof in any other jurisdiction.

A22 LAWS AND JURISDICTION
The Agreement shall be governed and construed in accordance with the laws of the Hong Kong Special Administrative Region and any disputes arising from the Agreement shall be subject to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

SECTION B – ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO PRODUCTS

B1 WARRANTIES

B1.1 The Supplier warrants that the Products to be rendered to BHK shall:

- (a) correspond with the applicable specifications(s); drawing(s), description(s), or sample(s) as set out in a Purchase Order, or Statement of Work;
- (b) be brand new;
- (c) be completely free from defects in design, material and workmanship;
- (d) be of merchantable quality and fit for their intended purpose made know to the Company by BHK, whether expressly or by implication, and/or as set out in a Purchase Order, or Statement of Work.
- (e) be in compliance with all applicable statutory and regulatory requirements.

B2 ACCEPTANCE OF PRODUCTS

B2.1 All Products ordered by BHK are subject to final inspection, testing and acceptance by BHK which shall be without prejudice to any other rights and remedies available to BHK:

- (a) if any Products do not correspond with the requirement in this Section B, BHK reserves the right to reject the Products or to require the Company to, at the Company's own cost, take immediate remedial actions;
- (b) BHK may conduct further inspection and testing after the Company has carried out the relevant remedial actions;
- (c) if the rejected Products have been paid for, BHK shall have the right to return the rejected Products and the Company shall, without delay, without any off-set or deductions (including without limitation for any administrative fees and/or expenses), refund the paid amount to BHK;
- (d) the Company shall cover all costs incurred in case of rejected Products, including but not limited to all inspection, handling and transportation expenses; and
- (e) the Company shall remain fully responsible for the Products until BHK has accepted the Products and that any inspection or testing that are conducted by BHK for the purpose or determining whether the Products are acceptable shall not reduce or otherwise affect the Company's obligation under the Agreement.

B3 PERMIT AND COMPLIANCE

In consideration of the payment by BHK of the charges stated in the Statement of Works, and subject to the Company's compliance with the ST&C, the Company shall obtain all relevant permits, authorisation, licenses, and permission applicable in the Territory.

B4 TITLE OF THE PRODUCTS

Title of each Product shall be transferred to BHK upon full payment of the applicable Purchase Order notwithstanding the passing of risk of loss and damage to BHK upon the delivery and acceptance of the Products.

B5 DELIVERY OF THE PRODUCTS

B5.1 The Company shall ensure that the Products are properly packed and secured during shipment and delivery so as to ensure that the Products are not damaged during transportation.

B5.2 The Company shall deliver the Products in accordance with manner and time period stated in the Purchase Order. The risk of loss and damage shall remain with the Company until delivery and acceptance the Products.

B5.3 The Company shall indemnify and keep BHK harmless from and against all losses, damage, costs, expenses, liabilities, fees, penalties, taxes and remedies incurred by BHK arising out of or in connection with the Company's failure to deliver the Products.

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B6 MAINTENANCE AND SUPPORT SERVICE FOR THE PRODUCTS

In consideration of BHK paying the charges specified in applicable Statement of Works, the Company shall provide the Services subject to this ST&C during the period of maintenance, the parties shall set forth details of the Services in a Statement of Works.

The Company shall maintain sufficient parts for the Services during the period of maintenance.

SECTION C – ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO SOFTWARE

C1 LICENCE

In consideration of the payment by BHK of the charges stated in the Statement of Works, and subject to the Company's compliance with this ST&C, the Company grants to BHK a transferrable and exclusive license ("License") to use the Software during the Term and any Renewed Term.

C2 UPDATE RELEASE

The Company shall provide update release of the Software to BHK from time to time.

C3 COPIES

BHK may make a reasonable number of copies of the Software for archival and security purposes. No other copies of Software may be made by BHK without the Company's prior written consent.

C4 DELIVERY OF SOFTWARE

The Company shall provide to BHK an executable copy of the Software licensed either electronically or via a storage medium at BHK's option. Risk of loss and damage to Software media will pass to BHK on delivery of the Software by the Company.

C5 INSTALLATION OF SOFTWARE

Details of installation of the Software shall be agreed by the parties in writing and specified in the applicable Statement of Works.

C6 SOFTWARE WARRANTY

C6.1 The initial Software warranty period shall be for one (1) year from the roll-out of the Software. Both parties will confirm the exact roll-out date in the applicable Statement of Works.

C6.2 The Company warrants that if within reasonable time after the Software is first delivered to the Company and installed, it is reported to the Company that Software does not conform to its specifications as set forth in the Statement of Works, the Company shall be responsible at its own costs for the system recovery and re-installation of the Software at BHK's premises if necessary.

C7 LICENCE TERMINATION

BHK may terminate the Licence if the Company breaches its obligations under the Licence. BHK reserves the rights to claim from the Company for the charges paid for the Licence.

SECTION D – ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AND SUPPORT SERVICES FOR SOFTWARE

D1 SOFTWARE SUPPORT AND MAINTENANCE SERVICES

In consideration of BHK paying in advance the charges specified in applicable Statement of Works, the Company shall provide the Services subject to this ST&C during the period of Software maintenance, the parties shall set forth details of the Services in a Statement of Works.

D2 COMPANY'S OBLIGATIONS

In order for BHK to perform its software support and maintenance service obligations to the End User, the Company, in addition to any other obligations under the Agreement, shall:

- (a) Ensure the Software operation by providing both hotline support and on-site support in accordance with the agreed service level;
- (b) Provide all reasonable and appropriate assistance as requested by BHK to resolve the reported Software incident;
- (c) Provide upgrade of systems software components, software libraries, and/or source code compilers to effectively receive Software corrections and/or updates at no extra costs.

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- (d) Provide status update and incident report in BHK's designated format within three (3) business days after the problem is fixed;
- (e) Provide support services outside the regular business hours with rate to be agreed by both parties.

D3 CHANGES IN SERVICES CHARGES

Unless under mutual agreement, the Company shall not revise any quoted Services charges.

D4 DISCONTINUE OF SERVICES

BHK has the right to discontinue the Services if:

- (a) the Company discontinues the specific platform on which the Software is designed to operate, then the Company shall provide immediate written notification to BHK; or
- (b) the Company discontinues the provision of the Services; or
- (c) to be notified by BHK without reason.

SECTION E – ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO PROFESSIONAL SERVICES

E1 PROFESSIONAL SERVICES

E1.1 In consideration of the payment by BHK of the fees and charges specified on the applicable Statement of Works, the Company shall provide Professional Services that are described in the applicable Statement of Works. Professional Services shall include but not be limited to:

- (a) project management and consultation, programming, application, design, implementation, installation and set up, integration and enhancement of the Products, Software and software customization;
- (b) all implementation/configuration and testing activities and demonstration for End User shall be adhering to technical and operational standards and processes under the project management professional framework;
- (c) provide Documentation and training to BHK and End User;
- (d) provide user operation manuals (including administration functions and general user functions) or configuration guides and training to the End User;
- (e) prepare project plan and minutes of meeting;
- (f) provide recommendation and testing guidelines, test cases and testing procedures for the Products and/or the Software;
- (g) provide daily application, database backup and restore procedures;
- (h) provide recovery procedures or re-installation when the Software is in failure;
- (i) provide new Products as replacement at BHK's request when the Products are in failure, error and/or malfunction;
- (j) provide installation and configuration services to set up UAT environment in both BHK and End User environment;
- (k) provide installation and configuration services to set up production environment at End User's premises;
- (l) provide program customization as agreed in the applicable Statement of Works for any project which involve programming customization;
- (m) fixing bugs or making necessary amendments to the program code relating to the program of the Software;
- (n) providing adequate support to BHK in solving project issues until the project completion is acknowledged by BHK;
- (o) providing on-site support to BHK to ensure the project roll out successfully;
- (p) provide alternative solutions or workaround, at its costs, if the Software cannot meet the performance and functions agreed by BHK as set out in the Statement of Works.

E1.2 Except as otherwise set forth herein, the Professional Services contemplated by the Agreement shall commence as of the Effective Date and complete prior to the expiration of Agreement.

E1.3 If the Professional Services have to be performed by stages, different timeline are specified on the applicable Statement of Works and the Company shall issue a formal signoff document to BHK from time to time or after the completion of each phase. BHK will confirm its acceptance by signing and returning it to the Company. If any timeline cannot be met, the Company shall inform BHK immediately the exact completion timeline.

E1.4 Upon the request of BHK, the Company shall provide additional Professional Services at the rate to be agreed by both parties and details will be set out in the applicable Statement of Works.

E2 COMPANY'S OBLIGATIONS

The Company shall assign a dedicated project manager to work with BHK's project manager. The project manager of the Company will be responsible for coordinating with BHK's project manager to ensure the agreed obligations and scope of work in the Statement of Works are delivered to BHK and the timelines and other requirements set out in the Statement of Works are met until the project completion acknowledgement has been signed off by BHK.

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E3 BHK'S OBLIGATIONS

E3.1 A single point of contact from BHK shall be assigned for coordination and arrangement of the performance of Professional Services.

E3.2 BHK shall provide appropriate assistance and information to the Company for the provisions of the Professional Services.