

TERMS AND CONDITIONS FOR LOAN AGREEMENT

1. Definitions:

- a. "Agreement" means the Loan Agreement and these terms and conditions.
- b. "Business Day" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Hong Kong.
- c. "Charges" means the charges specified in the Loan Agreement.
- d. "Loan Agreement" means the loan agreement issued by Adventus Hong Kong Limited ("AHKL") to Customer.
- e. "Machine" means the specific individual unit that
 - (i) is clearly identified by a unique identifier, usually the serial number; and
 - (ii) is covered by this Agreement
- f. "Period" means the period commencing from the Start Date to the End Date, unless otherwise terminated by AHKL.
- g. "PPU Charges" and "Other Charges" mean the amount payable by the Customer, as stated in the Invoice, including "Mono Charges", "Color Charges" set out in the tables in Section (E) of the Loan Agreement and any "Additional Charges" set out in Section (B) of the Loan Agreement.
- h. "Rental Charges" means the rental charges specified in Section (B) of the Loan Agreement.
- i. "Type of Request" means the purpose of issuing the loaner unit, which is specified in Section (A) of the Loan Agreement, followed by a unique identifier that states the original document reference.

2. Agreement for Rental

- a. AHKL agrees to rent to Customer and Customer agrees to rent from AHKL the Machine(s) described in Section (E) of the Loan Agreement, based on the Type of Request, and hereto (which expression shall include all the accessories thereto and all replacements and renewals of and additions to the Machine(s) whether made before or after the date of this Agreement) on the terms and conditions of this Agreement (the "**Rental**").
- b. This Agreement shall only bind AHKL once signed by AHKL, notwithstanding that Customer has already taken delivery of the Machine(s) or pre-paid any Rental Charges or security deposit (if any). Customer must comply with its obligation under this Agreement from the time that Customer takes delivery of any Machine(s) notwithstanding that Customer may have taken delivery before AHKL signs this Agreement.

3. Commencement and duration of rental: The rental of the Machine(s) shall commence from the Start Date as specified in Section (C) of the Loan Agreement (hereinafter called the "**Start Date**") and shall continue thereafter till the End Date as specified in Section (C) of the Loan Agreement (hereinafter called the "**End Date**"). Customer will notify AHKL in writing to request for extension of the End Date at least one (1) month prior to the End Date. AHKL will inform Customer of AHKL's agreement or refusal to such request for extension within fourteen (14) Business Days after receipt of Customer's request. If AHKL agrees to such request for extension, Customer agrees to execute a new Agreement or any amendment that may in AHKL's opinion be required to the Rental before such extension comes into effect.

4. Charges

- a. The Customer undertakes to pay all Charges as set out in the Loan Agreement in accordance to the payment terms, dates or intervals specified in the Agreement and/or the Invoice. AHKL reserves the right to revise the Charges at any time prior to the Start Date. The Charges shall be made without defense, counterclaim or set-off and Customer's obligation to pay the Charges and any other amounts owing hereunder shall be absolute and unconditional. All Charges shall be free and clear of all deduction or withholdings whatsoever unless the same are required by law, in which event Customer shall pay to AHKL such additional amounts as may be necessary

in order that the net amount received by AHKL after all deductions and withholdings shall not be less than the amount of Charges.

b. The Customer shall notify AHKL in writing if it has any objection relating to the Invoice within thirty (30) days from the date of Invoice, failing which, such Invoice and the print volume and charges stated therein shall be deemed to have been irrevocably accepted by the Customer as true and correct. Any Invoice not paid in accordance with the payment terms specified in the Agreement and/or Invoice shall bear interest at the compounded rate of 1.5% per month, for each day that such Invoice remains unpaid, up to and including the day payment is made.

c. AHKL reserves the right to impose additional charges, and the Customer agrees to pay such additional charges, in the event of the following:

(i) the consumables, toners, print cartridges, and spare parts delivered by AHKL to the Customer are missing, pilfered, misused or the Customer is otherwise unable to account for such materials; and

(ii) upon the commencement of this Agreement, AHKL discovers any damage to the Machine(s), and/or AHKL determines that any consumables, toners, print cartridges, and spare parts in respect of Machine(s) are required to be replaced.

5. Conditions, warranties and exclusions

a. AHKL agrees, upon request and at the cost and expense of Customer, to assign to Customer the benefit of all express warranties granted in favour of AHKL by the manufacturer of the Machine(s), or any third party.

b. The Machine(s) are selected by Customer and acquired by AHKL at the request of Customer solely for the purpose of renting the Machine(s) to Customer and save as above, Customer does not let or supply the Machine(s) with representation concerning the condition, performance or qualities of the Machine(s) or with or subject to any term, condition or warranty express or to be implied by statute, description at common law or otherwise and all such representations, conditions, warranties whether relating to the capacity, age, quality, description, condition, leasing, possession, transportation or use of the Machine(s) or to the suitability or fitness of the Machine(s) for a particular or any purpose are hereby excluded.

c. AHKL shall not be liable to Customer:-

(i) in contract or in tort for loss, injury or damage arising by reason of any defects in the Machine(s) whether such defects be latent or apparent on examination;

(ii) for any statement, term, condition, warranty or representation made by any supplier, dealer, agent, broker or other person through whom this transaction may have been introduced, negotiated or conducted and persons other than those in the employ of AHKL;

(iii) either for any loss whatever suffered by Customer as a result of the use of the Machine(s) or any part of them being unusable or to supply any replacement Machine(s) during any period when the Machine(s) or part of them are unusable; or

(iv) for any loss or damage incurred or sustained by Customer in consequence of AHKL terminating the hiring or in retaking possession of the Machine(s).

6. Default or breach

a. It is hereby agreed that forthwith upon the occurrence of a default or breach on the part of Customer, the hiring of, the Machine(s) shall terminate but without prejudice to this Agreement (which shall continue in full force and effect) and to any claims or liabilities then outstanding or thereafter arising there under.

b. Without prejudice to all of AHKL's right to amongst others, arrears of Charges or other sums due for damages for breach of this Agreement, AHKL may terminate the hiring under this Agreement on the occurrence of any of the following events:-

(i) if Customer does not pay any of the Charges or any sums agreed to be paid by Customer to AHKL under this Agreement punctually on the date when due;

(ii) if Customer shall be in breach of or threaten to breach any term of this Agreement;

- (iii) if Customer shall do or allow to be done any act or thing that may prejudice or endanger AHKL's property or rights in the Machine(s);
- (iv) if Customer shall die;
- (v) if Customer shall have a bankruptcy order made against him;
- (vi) if Customer shall be liquidated or wound up or have a petition for winding up or judicial management presented against it or pass a resolution for voluntary winding up (otherwise than for a bona fide reconstruction);
- (vii) if the Customer has an administrator, receiver or judicial manager appointed;
- (viii) if Customer shall convene any meeting of its creditors or make a deed of assignment or arrangement or otherwise compound or compromise with its creditors;
- (ix) if any step shall be taken to levy a distress or execution or if a distress or execution shall be levied or threatened to be levied upon any chattels of or in the possession of Customer; or
- (x) if Customer shall abandon or attempt to sell, transfer or part with the possession of the Machine(s) whereupon AHKL's consent to Customer's possession of the Machine(s) shall determine immediately and AHKL may take possession of the Machine(s) whenever they may be.

c. Without prejudice to the right of AHKL to terminate this Agreement pursuant to Clause (6)(b) above, if the Customer does not pay the Charges punctually on the date when due, AHKL shall have the right at any time by giving notice in writing to the Customer to immediately suspend the provision of all maintenance and other services and the provision of supplies and toners, print cartridges, consumables and spare parts under this Agreement until AHKL receives payment of the Charges. During such period of suspension, the obligations of the Customer under this Agreement shall continue and remain in full force and effect.

7. Consequences of termination

Upon termination of this Agreement,

- a. the whole of the unpaid total Charges for the entire Period and other costs and expenses in connection with this Agreement shall become immediately due and payable forthwith on demand;
- b. the Customer shall forthwith pay to AHKL the retail price of all existing supplies and toners, print cartridges and consumables provided by AHKL in respect of the Machine(s); and
- c. AHKL may without notice, retake possession of the Machine(s) and may for that purpose, by AHKL's agents or servants without previous notice, enter upon any land or premises on or in which the Machine(s) is believed by AHKL to be situated.

8. Other Articles found in repossessed Machine(s)

In the event of the Machine(s) being repossessed or returned, AHKL shall not be responsible or liable for any property or article alleged to have been left in the Machine(s) by Customer. Should any such property or article be found in the Machine(s) by AHKL, unless the same is collected by Customer within one (1) month, AHKL shall be at liberty to sell the property or article, the net proceeds whereof if any will be credited to the account of Customer but in the event of AHKL being unable to sell the said property or article within a reasonable period, AHKL may dispose of the same in whatever manner it deems fit. The cost of such disposal, if any, shall be borne by Customer.

9. Implied Terms and Conditions

- a. It is hereby agreed and declared that the terms and conditions in this Agreement in favour of AHKL shall be in addition to and not in substitution for the terms and conditions implied by law in favour of AHKL except in so far as such implied terms and conditions are inconsistent with the terms and conditions of this Agreement.
- b. Any of AHKL's rights or remedies may be enforced separately or concurrently with any other right or remedy now or in the future accruing to AHKL to the effect that such rights are cumulative and not exclusive of each other.

10. Waiver, etc

a. No delay or omission by AHKL in enforcing any of the terms and conditions of this Agreement nor the granting of time by AHKL to Customer shall prejudice, affect or restrict the rights and powers of AHKL hereunder nor shall any waiver of any breach thereof operate as a waiver of any subsequent breach thereof. No time or other indulgence granted by AHKL shall affect its rights under this Agreement.

b. If any one or more provisions of this Agreement or any part thereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law such illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

11. Statement of Amount owing to AHKL

A statement signed by the Director, Secretary, General Manager, Manager or other duly authorized officer for the time being of AHKL stating the amount due and owing from Customer shall be conclusive and binding on Customer save for manifest error.

12. Costs and Expenses

a. Customer shall pay to AHKL all costs and expenses (including legal costs on a full indemnity basis) incurred by or on behalf of the preserving and storing the Machine(s) and in exercising any of AHKL's right or remedies hereunder and/or enforcing any of the terms and conditions of this Agreement.

b. All the obligations of Customer under this Agreement shall be discharged at Customer's cost and expense.

13. Responsibilities of AHKL

a. AHKL shall provide the Customer with maintenance services so that each Machine will be reasonably fit for the purpose that such Machine is generally used for and in consideration, the Customer will pay the Charges to AHKL in accordance with this Agreement.

b. AHKL shall, at the request of the Customer, provide telephone support to troubleshoot and resolve any technical issue relating to any Machine(s) remotely.

c. In the event that a resolution of the technical issue, in the judgment of AHKL, is not possible via telephone or any other remote medium, AHKL shall dispatch a reasonably competent service technician to attend to the affected Machine(s) during regular business hours of AHKL i.e. Mondays to Fridays (public holidays excepted) from the hours of 8.30am to 5.30pm and if requested by the Customer, such technician, subject to availability, shall attend outside the regular business hours of AHKL subject to payment by the Customer of the overtime rates (if any) for the technician and transport charges. However, AHKL provides no warranty that any Machine(s) shall be restored to working order by any particular time.

d. Subject to Clause 13(e) below, AHKL shall issue, deliver or supply consumables for each Machine within one (1) Business Day from the time a Valid Consumable Request is logged with AHKL's Call Center or received from any remote monitoring tool approved or installed by AHKL.

e. Notwithstanding Clause 13(d), AHKL hereby reserves the right not to issue, deliver or supply any consumables in respect of any Machine in any of the following events:

(i) the Machine has not been used for a period exceeding thirty (30) calendar days;

(ii) the remote monitoring device affixed to the Machine is modified, tampered with or the settings changed in any manner; or

(iii) the usage readings of the Machine have not been taken for a period exceeding sixty (60) consecutive calendar days.

f. AHKL shall provide all parts which AHKL deems necessary to maintain the Machine(s) in good working order. All parts shall be provided on an exchange basis and all parts removed for replacement shall become the property of AHKL.

g. If AHKL determines that the repair of any Machine cannot be completed at the Customer's premises, it shall have the right to move the Machine to its own premises and return the Machine to the Customer's premises once the Machine has been repaired.

14. Responsibilities of Customer

The Customer shall:

a. acknowledge that any consumable delivered by AHKL, whether new or used, under this Agreement is the property of AHKL;

b. acknowledge that AHKL will only deliver new consumables on a replacement basis and the used consumable that has been depleted shall be returned to AHKL upon the delivery of the replacement consumable;

c. ensure that each Machine is operated properly and by persons who are competent and authorized to operate the same;

d. not permit any person without authority from AHKL, to adjust, alter, repair, replace or remove the Machine(s) or change the working order, function or quality thereof;

e. co-operate with AHKL, provide information and documentation, make available its facilities without charge and ensure that its staff and agents co-operate and provide assistance as AHKL requires during the performance of the maintenance services. AHKL shall not reimburse the Customer for the cost of any consumables used by AHKL in the course of repair or testing of the Machine(s);

f. permit the personnel authorized by AHKL at all reasonable times to enter or otherwise have access to the Machine(s) for the purpose of performing AHKL's obligations hereunder;

g. permit AHKL to supply the Customer with recycled, remanufactured or third party manufacturers' toners, print cartridges, consumables and spare parts as AHKL deems fit;

h. not sell any new or used consumables and spare parts relating to the Machine(s);

i. apply or use the consumables and spare parts only on the Machine(s) designated by AHKL;

j. permit AHKL to install any software or monitoring device(s) within the Customer's premises as AHKL deems fit to have access to and monitor the Machine(s) via the internet or any medium as AHKL deems fit; and

k. notify AHKL for the purpose of maintenance on the Machine(s) if the Customer is notified by the control panel of the Machine(s) that maintenance is required.

15. Non-Coverage

The maintenance services provided in this Agreement will not cover the repair of the Machine(s) resulting from the following and the cost of any repairs resulting from such causes shall be borne solely by the Customer:

a. damage caused by negligence and/or misuse by the Customer;

b. damage caused by any tampering of the Machine(s) by any person other than the authorized personnel of AHKL;

c. damage caused by riots and strikes, fire, flood, explosions or any acts of God;

d. damage caused in transit from the relocation of the Machine(s) from the place of installation; and/or

e. damage caused by the use of supplies and toners, print cartridges, consumables and spare parts other than those provided by AHKL.

16. Indemnity

Customer shall indemnify AHKL against all losses, actions, claims, demands, proceedings (whether criminal or civil), costs, legal expenses (on a full indemnity basis), insurance premiums and calls, liabilities, judgments, damages or other sanctions whenever arising directly or indirectly from Customer's failure to carry out its duties under this Agreement or by reason of any loss, injury or damage suffered by any person (including without limitation AHKL) from the presence of the Machine(s) or the delivery, possession, hiring, transportation, condition, use, operation, removal or return of them or their sale or disposal by AHKL or any defect in the Machine(s) or the design, manufacture, testing, maintenance or overhaul of them or AHKL exercising any rights in respect of the Machine(s) or their ownership or hiring.

17. Ownership

AHKL shall at all times retain the ownership of the Machine(s) and Customer shall have no interest in the Machine(s) save as is provided by this Agreement. Notwithstanding that the Machine(s) may have been affixed to any land or building, AHKL shall continue to be the owner of them and the Machine(s) shall, as between AHKL and Customer and their respective successor's assigns, in title, remain the property of AHKL.

18. Assignment

a. AHKL shall be entitled to assign all or any of its rights and benefits under this Agreement including the right conferred on it to enter upon the land and buildings to inspect the Machine(s) and to sever and repossess the same and any assignment of this Agreement by AHKL shall be deemed to include an assignment of AHKL's rights to enter, sever and repossess the Machine(s).

b. Customer shall not be entitled to assign any of the rights and benefits under this Agreement without the prior written consent of AHKL unless on Customer making good all default under this Agreement and executing and delivering to AHKL an assignment in a form approved by AHKL and payment of the reasonable costs incurred by AHKL (including legal expenses) in preparing, drawing stamping and registering such assignment and counterparts thereof AHKL may approve such assignment.

19. Insurance

AHKL shall not be responsible or liable for any insurance coverage for the Machine(s) and the Customer shall take up its own insurance policy to cover such risks as it deems fit. Customer hereby assumes and bears the entire risk of loss, theft, total loss, damage to or defect in the Machine(s) from any and every cause whatsoever during the Period and thereafter until re-delivery to AHKL.

20. Loss and Damage

If loss or damage occurs that does not amount to a total loss to the Machine(s), Customer shall:-

- a. immediately notify AHKL in writing;
- b. apply all insurance moneys payable in making good such damage;
- c. upon being requested by AHKL and at Customer's expense, immediately assign to AHKL all Customer's rights, benefits and claims under any relevant policy of insurance; and
- d. be solely responsible for and indemnify AHKL in respect of all loss or damage to the Machine(s) (in so far as AHKL shall not be reimbursed by the proceeds of insurance in respect thereof) however caused occurring at any time or times before physical possession of them is retaken by AHKL.

21. Tax

The parties agree that all sums expressed to be payable by the Customer under this Agreement (the "**Agreed Sum**") shall be exclusive of any applicable goods and services tax and any other levy whatsoever (collectively

the “**Taxes**”) which may from time to time be imposed or charged by any government, quasi government, statutory or tax authority (the “**Authorities**”) on or calculated by reference to the amount of the Agreed Sum (or any part thereof) and the Customer shall pay all such Taxes or reimburse AHKL for the payment of such Taxes or the Agreed Sum grossed up, as the case may require, in such manner and within such period as to comply or to enable AHKL to comply with any applicable orders or directives of the Authorities and the relevant laws and regulations whilst ensuring that AHKL is ultimately entitled to be paid and applicable wholly for itself an amount or amounts equal to the Agreed Sum.

22. Force Majeure

AHKL shall not be liable for failures or delays in performing its obligations hereunder arising from any cause beyond its reasonable control, including but not limited to acts of Gods, acts of civil or military authority, fires, restrictions, wars, riots, earthquakes, storms, typhoons and floods and in the event of any such delay the time for AHKL's performance shall be extended for a period equal to the time lost by reason of the delay which shall be remedied with all due dispatch in the circumstances.

23. Limitation of Liability

a. In the event AHKL is under any circumstance liable for any defect or deficiency in the services or any performance of or lack of or delay in performance with respect to the services to be provided under this Agreement, AHKL's only liability shall be (at the election of AHKL in its sole discretion) to repeat the performance of the services to the best of its ability or to replace or repair the item on which the services were performed or required to be performed within a reasonable time. Save as expressly set forth above, AHKL shall not be liable to the Customer for any loss or damage arising out of or in connection with any breach by AHKL of this Agreement, or in tort (including negligence) or breach of statutory duties, or arising out of or in connection with the performance of or lack of or the delay in the performance of any services or the state, condition, use, application and/or exploitation of any item or any matter whatsoever, save for death or personal injury resulting from the negligence of AHKL.

b. Notwithstanding anything to the contrary herein, AHKL shall not be liable for any consequential or indirect loss or damage (including without limitation loss of profits, loss of business or loss of goodwill) arising out of or in connection with the matters aforesaid or any matter whatsoever.

c. In no event shall AHKL be liable for any damages whatsoever whether direct, indirect, consequential, incidental, special or punitive (including without limitation lost revenues, profits or data) that are directly or indirectly attributable to the use of or the inability to use the service and/or Machine(s), whether liability is based on breach of contract, breach of warranty (express, implied or otherwise) or otherwise, and whether asserted in contract, tort (including negligence and strict liability) or otherwise, and irrespective of whether AHKL has been advised of the possibility of such damages or if such damages were foreseeable.

d. Without prejudice to the foregoing, and to the extent permitted under the law, AHKL's liability for any cause under or relating to this Agreement shall not exceed the aggregate sum payable under this Agreement.

24. Limitations/Exclusions

Notwithstanding anything else contained herein, the provision of maintenance services in respect of the Machine(s) under this Agreement at any time, whether during or after any applicable warranty period, shall be subject to the following:

a. The maintenance services for any hard drives, floppy drives, CD-ROM drives, network boards, printer boards, colorpass, color rip, and DIMM and SIMM RAMs comprised in the Machine(s) excluding monitors and other display devices, shall be included as part of the maintenance services for a period of one (1) year from the Start Date or if the Period is less than one (1) year, only for the duration specified in Section (C) the Loan Agreement, following which such maintenance services will be subject to additional charge.

b. AHKL shall only be obliged to provide maintenance services in respect of any software (“**Software**”) supplied with hard drives, floppy drives, CD-ROM drives and DIMM and SIMM RAMs comprised in the Machine(s) for a period of ninety (90) days from the Start Date or if the Period is less than ninety (90) days, only for the duration specified in Section (C) of the Loan Agreement. AHKL may, but shall not be obliged to, provide upgrades and

enhancements to the Software from time to time, without additional charge to the Customer. The Customer shall immediately install and use any upgrades or enhancements to the Software provided by AHKL during the Period.

c. AHKL shall not be responsible for and is not obliged to provide free toners, print cartridges, consumables and spare parts and labour to rectify any damage to or breakdowns of the Machine(s) resulting from:

- (i) negligence and/or misuse by the Customer;
- (ii) any tampering of the Machine(s) by any person other than authorized personnel of AHKL;
- (iii) any riots and strikes, fire, flood, explosions or any acts of God;
- (iv) any movement of the Machine(s) from the Place of Installation, as specified in the Loan Agreement, to location not carried out by AHKL or not carried out with the prior written consent of AHKL and any repairs necessitated thereby will be borne by the Customer; or
- (v) the use of supply and toners, print cartridges, consumables and spare parts other than those provided by AHKL.

d. Unless otherwise agreed by the parties in writing, the maintenance services provided by AHKL do not include parts, materials or components which are not proprietary to Hewlett Packard or which are manufactured by other third party manufacturers ("**Third Party Components**") including, without limitation software, hardware, firmware, film, tape and any other peripherals comprised in the Machine(s) or used in connection with the Machine(s). The Customer acknowledges that the Third Party Components are supplied "as is" from the respective third party manufacturers, providers and/or vendors and any warranties (if any) relating to the Third Party Components, shall be provided by the respective third party manufacturers, providers and/or vendors and not by AHKL. The Customer shall look solely to the respective manufacturers of the Third Party Components for any maintenance and support services in respect of such Third Party Components. In no event shall AHKL be liable for any damages, loss or expense including without limitation, direct, indirect, special or consequential damage or economic loss arising from or in connection with any Third Party Components.

e. For the avoidance of doubt, AHKL reserves the right not to provide maintenance and other services under this Agreement for any of the following:

- (i) (re)configuring of any hardware or software after the acknowledgement of receipt and acceptance of Machine(s) in good condition by the Customer;
- (ii) compatibility of any software or hardware with any computer or other equipment;
- (iii) installation, troubleshooting or commissioning of software (including LAN/WAN systems and/or application software programs) whether or not purchased from AHKL and hardware not purchased from AHKL;
- (iv) LAN/WAN systems purchased from AHKL (which shall be warranted by a separate maintenance contract (if any));
- (v) computer maintenance and cleaning;
- (vi) virus prevention and eradication;
- (vii) recovery of crashed or deleted software programs or data;
- (viii) software maintenance or hardware configuration, customization or training;
- (ix) the Machine(s) is not being used in accordance with the manufacturer's published instructions;
- (x) the Machine(s) have been abused or mistreated, including being subject to unusual physical or electrical stress;
- (xi) the Customer alters the Machine(s) or allows any repairs or alteration to the Machine(s) by any persons other than AHKL and its authorized representatives;
- (xii) damage due to Customer's negligence, alteration, unauthorized repair, installation, upgrade or acts of God; or
- (xiii) any configuration of Customer settings if AHKL is aware or has reason to believe that the Customer is using any software without a valid license.

f. In providing the maintenance services under this Agreement, AHKL may, in its sole and absolute discretion, loan or provide an alternative Machine to the Customer.

g. AHKL takes no responsibility for any data belonging to the Customer that may be held in any Machine. Further, AHKL shall not be liable to Customer or any third party for any costs of recovering, programming or reproducing any data stored or used with the Machine(s) and any failure to maintain the confidentiality of data stored on the Machine(s).

25. Notices and Service

All notices and other communication required or made hereunder shall be in writing and delivered personally or sent by prepaid registered post to the intended recipient at such address as a party may from time to time notify the other in writing. Any such notice or communication shall be deemed to have duly served (if delivered personally) immediately or (if given or made by letter) 48 hours after posting and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

26. Governing Law

This Agreement shall be governed by, and construed in accordance with the laws of Hong Kong and in relation to any legal proceedings arising out of or in connection with this Agreement ("**Proceedings**"), the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

27. Amendments

This Agreement contains the entire agreement between AHKL and the Customer and may not be modified or amended unless such modification or amendment is approved in writing by the duly authorized representatives of the parties, provided that in the case of AHKL, such authorized representative shall be a person holding the office of general manager or his superior.

28. Confidentiality

Customer shall keep confidential and shall not at any time during the Period or within one year from the expiry or termination of this Agreement disclose or permit to be disclosed the terms of this Agreement, or any negotiations, discussions or agreements for a renewal of this Agreement, or any matter in relation to this Agreement, except with the prior written consent of AHKL or as required by law or to the extent that such information has become public knowledge not due to the Customer's breach of this undertaking.

29. Breach of Contract

In the event of any breach by Customer of the terms and conditions stated in this agreement, AHKL reserves the right to seek recourse for any damages.

30. Exclusion of Contracts (Rights of Third Parties) Act

A person who is not a party to this Agreement may not enforce any of its terms under The Contracts (Rights of Third Parties) Act (Cap 53B) and notwithstanding any term of this Agreement, the consent of any third party is not required for any variation (including any release of compromise of any liability) or termination of this Agreement.