

CORPORATE360 STANDARD TERMS AND CONDITIONS

1 Scope

1.1 This Agreement is between CORPORATE360 International Limited (CORPORATE360), of Unit 2209, 22/F Wu Chung Building, 213 Queen's Road East, Wanchai, Hongkong; and the Customer whose name, address and authorized signature appears on the Quotation or Service Order.

1.2 The Agreement consists of these Standard Terms, and any Quotation or Service Order subsequently issued pursuant to these Standard Terms. To the extent there is any inconsistency, the terms set out in the Quotation or Service Order will prevail.

1.3 In addition to any provisions set forth in this Agreement, the Service shall be subject to all mandatory local law requirements, including but not limited to the regulatory and data protection requirements in the respective countries.

2 Definitions

2.1 In this Agreement the following terms and phrases shall have the following meanings:

- "Affiliate" means an entity controlled by, controlling, or under common control with a party.
- "Charges" means all fees and charges payable by Customer to CORPORATE360 including fixed, usage based, one time set up or equipment charges and any third party charges for the Service.
- "Customer Equipment" means equipment, systems, cabling and facilities provided by Customer (or any third party authorized by Customer) and used in conjunction with the Service Equipment in order to obtain the Service.
- "Customer Site" means a site specified in the Quotation or Service Order.
- "Network" means any network or system, cabling, transmission facility owned, leased, operated or managed by or on behalf of CORPORATE360.
- "Provisioning Entity" means the entity providing a Service to Customer and may include any CORPORATE360 affiliate or subcontractor.
- "Quotation" means the CORPORATE360 documents by which a Service is offered by CORPORATE360 to Customer and which are approved by Customer.
- "Regulations" means any legislation, regulation or administrative order governing the provision of Service in the jurisdiction in which any Service is to be provided.
- "Security" means a cash deposit, director's guarantee, parent company guarantee, credit card payment, direct debit guarantee or bank guarantee or any combination of these as determined by CORPORATE360.
- "Service" means the specific service supplied by CORPORATE360 to Customer identified in a relevant Quotation or Service Order and any related Service Equipment, support or consulting provided hereunder.
- "Service Equipment" means the equipment, systems, cabling and facilities provided by or on behalf of CORPORATE360 at Customer Site in order to make the Service available to Customer. Ownership of the Service Equipment does not pass to Customer from CORPORATE360 and does not include the Network.
- "Service Order" means the CORPORATE360 documents by which a Service may be ordered from CORPORATE360 and which are accepted by CORPORATE360.

2.2 References in these Standard Terms to any statute or statutory provision include, unless the context otherwise requires, references to that statute or provision as from time to time amended, extended or reenacted.

3 Delivery of Services

3.1 CORPORATE360 undertakes to provide Customer with the Service in accordance with these Standard Terms.

3.2 Unless specified in the Quotation or Service Order, Customer is not permitted to and shall not resell any Service.

3.3 CORPORATE360 shall determine the most appropriate means of providing the Service including using a Provisioning Entity to deliver all or part of the Service and the method, technology and route of delivery of the Service to Customer. CORPORATE360 may vary the method, technology and route of delivery at any time without notice.

4 Customer Obligations

4.1 Customer shall provide such assistance to CORPORATE360 and such access to Customer Equipment and Service Equipment as CORPORATE360 reasonably requires to provide the Service.

4.2 Customer shall provide adequate locations for the placement of Service Equipment.

4.3 Customer shall be responsible for the safety and security of CORPORATE360's equipment and staff at the Customer Site.

4.4 Customer shall provide all necessary network connections, equipment, labour, and other materials specified in the Quotation or Service Order.

4.5 Customer undertakes not to:

4.5.1 use the Service for any illegal or improper purpose nor allow any other party to do so;

4.5.2 use the Service fraudulently or in connection with criminal activity;

4.5.3 assign or transfer in any way any of its rights or obligations under this Agreement or any part thereof without the prior written consent of CORPORATE360.

5 Charges & Payment

5.1 Charges shall be as set out in the Quotation or Service Order. All additional equipment, labour, and/or extra working hours incurred by Customer's requirement and not included in the Quotation or Service Order shall be charged additionally at CORPORATE360's then current rates.

5.2 If the Customer requests a Service and CORPORATE360 accepts the request for Service with the signing of the Quotation or Service Order and Customer cancels the Service or a part thereof less than 48 hours before the booked time, Customer shall be liable to pay CORPORATE360 50% of the full amount of the cancelled Service.

5.3 All invoices shall be paid within 30 days of the date thereof.

5.4 All sums due to CORPORATE360 are exclusive of any applicable sales value-added, goods and services or withholding tax or duty for which Customer shall be additionally liable and which shall be invoiced at the prevailing rate.

5.5 If Customer fails to pay the Charges in accordance with this Agreement, CORPORATE360 shall be entitled, in addition to any other remedy that it might have, to do one or more of the following:

5.5.1 set off any sums owing to it against any Security and request the Security be increased by an additional amount;

5.5.2 charge interest on overdue invoices from the due date until payment (whether before or after judgment) at an annual rate of 3 per cent per annum above the then current 3 month HIBOR (Hongkong Inter-Bank Offered rate) for the currency in which the Charges are to be paid. Interest shall continue to accrue notwithstanding termination of this Agreement for any reason;

5.5.3 exercise a lien over any Customer Equipment housed on CORPORATE360's premises whether pursuant to this Agreement or any other Agreement with CORPORATE360 or its Affiliates;

5.5.4 suspend the Service;

5.5.5 terminate this Agreement. Customer agrees to pay CORPORATE360 its reasonable expenses, including legal and collection agency fees, incurred in enforcing its rights under this Agreement.

6 Service Suspension

6.1 CORPORATE360 may, at its sole discretion and without prejudice to any right which it might have to terminate a Service, elect to suspend forthwith the provision of a Service until further notice if CORPORATE360:

6.1.1 is entitled to terminate the Service;

6.1.2 is obliged to comply with an order, instruction or request of a court, government, agency, emergency service organization or other competent administrative or regulatory authority;

6.1.3 has reasonable grounds to believe that Customer will not pay invoices falling due in accordance with Clause 5;

6.1.4 service is being used fraudulently, illegally or in association with illegal activities or otherwise not in accordance with any applicable acceptable use policy;

6.1.5 has reasonable grounds to believe that the Service is being used fraudulently, illegally or in association with illegal activities or otherwise not in accordance with any applicable acceptable use policy; or

6.1.6 has reasonable grounds to believe that Customer shall not or is unable to make any payment which is due or is to fall due to CORPORATE360.

6.2 In the event that any suspension made pursuant to Clause 6.1 is implemented as a consequence of the breach, fault, act or omission of Customer, Customer shall pay CORPORATE360 all reasonable costs and expenses incurred by the implementation of such suspension and/or recommencement of the provision of the Service and CORPORATE360 may recover any other losses suffered as a result of such breach, fault, act or omission.

7 Liability

7.1 Subject to this Clause 7, CORPORATE360's liability to the Customer in contract, tort, (including negligence or breach of statutory duty) or otherwise arising out of or in connection with this Agreement, is limited to the aggregate fees paid by the Customer to CORPORATE360 under this Agreement.

7.2 Neither Party shall be liable to the other for indirect or consequential losses or otherwise for harm to business, lost revenues, loss of anticipated savings or lost profits.

7.3 Nothing in this Agreement shall limit either party's liability to the other party for personal injury, or death resulting from the negligent acts or omissions of that party.

7.4 Customer shall indemnify CORPORATE360 and shall hold CORPORATE360 harmless against any and all liability incurred, losses, damages, costs and expenses arising from the delivery of the Service.

7.5 Except as expressly set forth in this Agreement all warranties, representations or agreements whether oral or in writing and whether express or implied, either by operation of law, statutory or otherwise, are hereby expressly excluded to the maximum extent permitted by law.

8 Termination

8.1 Either party may, by giving one month's prior notice in writing, terminate the Agreement as to a particular Service, if that Service has been suspended for any reason.

8.2 Either party may terminate the Agreement immediately if:

8.2.1 the other Party has committed a material breach which is incapable of remedy;

8.2.2 the other Party has committed a material breach which is capable of remedy but which it fails to remedy within 15 days of having been notified of such breach;

8.2.3 if the other Party has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the other party becomes subject to an administration order it enters into any voluntary arrangement with its creditors or it ceases or threatens to cease to carry on business, or undergoes or is subject to any analogous acts or proceedings under any foreign law.

8.3 Termination of any Service shall not relieve Customer of its obligation to pay any Charges due, owing or incurred hereunder and Charges for the Service terminated accrued up to the date of termination shall immediately become due and payable by Customer.

9 Force Majeure

9.1 Neither party shall be liable for any delay or failure in performance under this Agreement resulting from acts beyond the control of such party, including without limitation acts of God, acts or regulations of any governmental or national or international authority, war or national emergency, terrorism, accident, fire, lightning, equipment failure, computer software malfunction or design defect, electrical power failure, telecommunication line or submarine cable failure, acts or omissions of other service providers, riot, strikes, lock-outs, industrial disputes or epidemics of infectious diseases.

10 Confidentiality

10.1 Commencing from the date of this Agreement and continuing for a period of 2 years from the termination of this Agreement, each party shall protect as confidential, and shall not disclose to any third party, any Confidential Information. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that:

10.1.1 is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality;

10.1.2 is or becomes publicly known, through no wrongful act or omission of the receiving party;

10.1.3 is received without restriction from a third party free to disclose it without obligation to the disclosing party;

10.1.4 is developed independently by the receiving party without reference to the Confidential Information, or

10.1.5 is required to be disclosed by law, regulation, court or governmental order.

10.2 In this clause "Confidential Information" means all information (in whatever format) designated as such by either party together with all information which relates to the business affairs, Customers, products, developments, trade secrets, know-how and personnel of either party and which may reasonably be regarded as the confidential information of the disclosing party.

11 General

11.1 If any provision of this Agreement, including in particular any limitation, is held by a court or any government agency or authority to be invalid, void, or unenforceable, the remainder of this Agreement shall nevertheless remain legal, valid and enforceable.

11.2 This Agreement shall be modified only by the written agreement of both parties.

11.3 Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute or be deemed to constitute between the parties, a partnership, association, joint venture, or other co-operative entity.

11.4 CORPORATE360 may use subcontractors, including without limitation CORPORATE360's Affiliates, to perform its obligations under this Agreement.

11.5 Neither party may assign this Agreement or any Service Order without the written consent of the other party (which consent shall not be unreasonably withheld or unduly delayed), except that CORPORATE360 may assign any and all of its rights and obligations hereunder:

11.5.1 to any Provisioning Entity;

11.5.2 pursuant to any sale or transfer of substantially all the assets or business of CORPORATE360; or

11.5.3 pursuant to any financing, merger, or reorganization of CORPORATE360.

11.6 Failure by either party to exercise or enforce any right of benefit conferred by this Agreement shall not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.

11.7 This Agreement expresses the entire understanding of the parties and replaces any and all former Agreements, understandings, solicitations, offers and representations relating to CORPORATE360's or its Affiliate's performance in connection with this Agreement and contains all the terms, conditions, understandings, representations and promises of the parties hereto.

11.8 This Agreement shall be governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China, and the parties irrevocably agree to the non-exclusive jurisdiction of the courts of Hong Kong.