CorpXSasia Limited Corporate Access Services Terms and Conditions 1st May 2018 Edition (the "Terms and Conditions")

1. **Definitions & Interpretation**

1.1 In these Terms and Conditions the following meanings apply:

a) **Agreement**: The Corporate Access Services Agreement incorporating these Terms and Conditions (and any variation to them which has been agreed in writing between the parties);

b) **Business Day**: A day, other than a Saturday or Sunday, on which banks are open for general commercial business in London, New York and Hong Kong;

c) **Commencement Date**: The date shown on the Corporate Access Services Agreement or, in the case of an online application submitted by the Client, the date that it is confirmed by or on behalf of the Company;

d) **Company**: CorpXSasia Limited, registered with company number No. 09262516, of 1 Quality Court, London, WC2A 1HR;

e) **Corporate Access Services Agreement**: The agreement signed by the Parties setting out the Services to be provided to the Client by the Company and the Fee payable by the Client or the equivalent application form submitted online by the Client and confirmed by or on behalf of the Company;

f) **Client**: The Party named on the Corporate Access Services Agreement who is procuring Services from the Company and which includes its representatives and employees;

g) **Counterpart**: A third party participant at a Meeting or other event arranged by the Company for the Client;

h) **Data Protection Legislation:** The Data Protection Act 1998, the GDPR and any national implementing laws, regulations and secondary legislation or successor legislation;

i) **Deposit**: The sum, being 50% of the Fees, set out in the Corporate Access Services Agreement;

j) **Deposit Invoice**: The invoice detailing the Deposit payable and method of payment;

k) **Expenses**: The expenses incurred by the Company in connection with the Services;

l) **Fees**: The fees payable under this Agreement by the Client to the Company;

m) **Final Invoice**: The invoice to be submitted by the Company to the Client upon completion of the Services detailing the balance of the Fees and the Expenses;

n) **FSMA**: The Financial Services and Markets Act 2000;

o) **GDPR:** General Data Protection Regulation (*(EU) 2016/679*);

p) **Group Company**: Any undertaking which from time to time is a parent undertaking of the Company or a subsidiary of the Company or of any such parent undertaking where 'subsidiary undertaking' and 'parent undertaking' have the meanings given to them in section 1162 of the Companies Act 2006;

q) **Meeting**: A meeting with a Counterpart or Counterparts arranged by the Company for the Client forming part or all of the Services;

r) **NDR**: A non-deal roadshow, meaning a trip undertaken by a representative of a listed corporation to meet with its overseas investors or potential investors;

s) **Parties**: The Company and the Client and each of them;

t) **Reverse Roadshow**: A trip undertaken by a representative of an institutional investor to meet with its overseas investees or potential investees;

u) **Schedule of Events**: A schedule prepared for the Client detailing the Meetings and logistics of the Services;

v) **Services**: The services to be provided by the Company to the Client as set out in the Corporate Access Services Agreement; and

w) **Thematic Roadshow**: a trip with a pre-arranged schedule of Meetings,

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carried out by representatives of institutional investors to explore an agreed topic or theme.

1.2 Any reference to "writing" or "written" includes a reference to any communication effected by email.

1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.4 A reference to a statute or statutory provision shall include all subordinate legislation.

1.5 A reference to a statute, statutory provision, subordinate legislation, legal term, concept or regulatory authority shall, in respect of any jurisdiction other than England and Wales, be deemed to include a reference to that which most nearly approximates to the England and Wales statute, statutory provision, subordinate legislation, legal term, concept or regulatory authority.

1.6 Unless the context requires otherwise, a reference to a clause or paragraph is a reference to a Clause of these Terms and Conditions or to a Paragraph of the Corporate Access Services Agreement as appropriate.

1.7 The headings used are for convenience only and have no effect on the interpretation of this Agreement.

1.8 The use of the singular includes the plural and vice versa.

1.9 References to any gender include all other genders.

1.10 References to persons include corporate or unincorporated bodies and permitted assigns.

1.11 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. **Commencement Date**

This Agreement commences on the Commencement Date.

3. **Services**

The Company shall provide the Services to the Client and the Client shall pay the Fees and Expenses to the Company on the terms and subject to the conditions of this Agreement.

4. **Fees & Deposit**

4.1 The Company will issue the Deposit Invoice and the Client will pay the Deposit on the Commencement Date.

4.2 The Company will not be obliged to provide the Services until the Deposit has been paid in full.

4.3 Subject to Clause 10 the Deposit is non-refundable.

4.4 The Company will submit the Final Invoice to the Client upon completion of the Services.

4.5 The Client will pay the balance of any sums due within 10 days of receipt of the Final Invoice.

4.6 All payments will be made by the Client in the currency set out in this Agreement, in cleared funds to the bank nominated by the Company.

4.7 Any sums which remain unpaid when due will incur interest at a rate of 8% above the base rate of the Bank of England per annum (compounded annually) until payment has been settled in full.

4.8 The Company reserves the right to charge debt recovery costs, including legal fees, where applicable.

4.9 The Company will have no obligation to pay a third party for any Expenses incurred by the Client which have not been pre-agreed by the Company. Should the Company choose to pay on behalf of the Client for any Expenses which have not been pre-agreed, they will be for the account of the Client and shall be immediately repayable by the Client to the Company.

4.10 The Company will provide evidence of the Expenses upon written request to be received within 5 days of receipt of the Final Invoice.

4.11 All amounts payable by the Client under the Agreement are exclusive of amounts in respect of value added tax (**VAT**) as may be chargeable from time to time. Where any taxable supply for VAT purposes is made under the Agreement by the Company to the Client, the Client shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at

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the same time as payment is due for the supply of the Services.

5. **Meetings**

5.1 Following receipt of the Deposit, the Company will provide to the Client the Schedule of Events.

5.2 The Company will not engage in the facilitation of any Meeting which it believes may be illegal and in particular may be in breach of the FSMA and nor shall the Client require it to do so.

6. **Obligations of the Client**

The Client will respond to the Company's queries and requests for additional information, decisions or approvals promptly and will submit any of its own queries to the Company in writing.

7. **Disclaimers**

7.1 The Company is not an investment company, a regulated entity or an authorised or exempt person under the FSMA and therefore may not and does not undertake any activities regulated under the FSMA, including the provision of investment advice, either on its own account or on behalf of clients or other third parties.

7.2 In the course of the provision of the Services, the Client may be introduced to research, advice or other information or services, provided by investment advisors or other third parties ("**Third Party Services**"). Third Party Services are enabled purely for the convenience of the Client. They do not provide or constitute, and are not intended to provide or constitute, any form of advice or recommendation by the Company, or to address the particular requirements of any individual user of the services of the Company.

7.3 The Company does not:

a) recommend or endorse Third Party Services; or

b) offer any legal, financial or other advice regarding the nature, potential value or suitability of any particular investment, security or investment strategy or otherwise, nor will it be liable for any communication of whatsoever nature that is treated by the Client as legal, financial or other advice.

8. **Limitations**

8.1 The Company shall have no liability for:

a) referrals or instructions to Third Party Services; any advice, materials, statements, documents, acts or omissions of third parties; nor any other element or aspect of Third Party Services;

b) the content of Meetings or interactions comprising the Services nor for the conclusions that the Client draws from the Services;

c) any failure or delay in performing its obligations as a result of travel or transportation delays, hotel or flight cancellations or the failure to appear of a Counterpart or other third party;

d) loss of profits;

e) loss of sales or business;

f) loss of agreements or contracts;

g) loss of anticipated savings;

h) loss of use or corruption of software, data or information;

i) loss of or damage to goodwill;

j) indirect or consequential loss; or

k) Expenses which have not been expressly pre-agreed by the Company.

8.2 The total liability of the Company in connection with the Services and this Agreement shall be limited to the Fees received by the Company.

8.3 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:

a) death or personal injury caused by negligence; or

b) fraud or fraudulent misrepresentation.

9. **Cancellation by Counterpart**

9.1 The Company will use reasonable endeavours to confirm every Meeting but will not be liable for any losses incurred by the Client as a result of last-minute changes or cancellations by a Counterpart.

9.2 In the event that a Counterpart cancels a Meeting, at it's discretion (but without

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obligation) the Company may reimburse the Client with the proportion of the Fees attributable to that Meeting net of any Expenses incurred by the Company in connection with that Meeting.

9.3 If the Client wishes to re-book a cancelled Meeting, the Company will use reasonable endeavours to do so but additional Fees will become payable.

10. Termination

10.1 The Agreement will continue in force until the earlier of the date that the Services have been performed or termination pursuant to Clause 10.2 below.

10.2 Either Party may terminate this Agreement on two Business Days' written notice to the other. If the Company is the terminating Party, at its discretion but without obligation, it will refund the Deposit net of any Expenses already incurred in relation to the provision of the Services.

10.3 The Client may cancel a Meeting on giving two Business Days' written notice. At its discretion the Company may waive the proportion of the Fees attributable to that Meeting or event but all Expenses already incurred in relation to it will remain payable.

11. Effects of Termination

Upon termination of this Agreement:

a) any sum owing by the Client will become immediately due and payable;

b) all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect;

c) termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination; and

d) subject as provided in this Clause 11 and except in respect of any accrued rights neither Party will be under any further obligation to the other.

12. Force Majeure

No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

13. Notices

Notices under this Agreement will be in writing and sent to a Party's address or email given in this Agreement. Notices may be given, and will be deemed received:
a) by first-class post: two Business Days after posting;
b) by airmail: seven Business Days after posting;
c) by hand: on delivery; or
d) by email: on receipt of a delivery return email.

14. Data Protection

The Parties will comply with all applicable requirements of the Data Protection Legislation.

15. Confidential Information

15.1 Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by Clause 15.2.

15.2 Each party may disclose the other party's confidential information:

a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 15.2; and
b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 Neither party shall use the other party's

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confidential information for any purpose other than to perform its obligations under this Agreement.

16. **Non-solicitation**

The Client will not, for the period of one year following the completion of the Services employ or contract the services of any person who is or was employed or otherwise engaged by the Company or any Group Company at any time in relation to the Agreement.

17. **Restrictions on Assignment**

The Company may freely assign, delegate, sub-contract or otherwise transfer its rights and obligations under this Agreement to any Group Company. The Client may not assign this Agreement or any of its rights and obligations under it.

18. **Entire Agreement**

This Agreement constitutes the entire and only legally binding agreement between the Parties relating to the Services.

19. **No Waiver**

No failure or delay by either Party in exercising any of its rights under the Agreement will be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement will be deemed to be a waiver of any subsequent breach of the same or any other provision.

20. **Relationship of the Parties**

Nothing in the Agreement will constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

21. **Severance**

If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Agreement will not be affected.

22. **Third Party Rights**

Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

23. **Governing Law**

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

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