

## **General Terms and Conditions**

Herewith is established a contract for rendering services covering the following Clauses:

### **CLAUSE 1 (Definition)**

#### **Between**

#### **1<sup>st</sup> Party**

Company who nominate Alliance Knowledge Management Limited for a consulting work(s) or project

hereinafter stated as **CLIENT**, and

#### **2<sup>nd</sup> Party**

Alliance Knowledge Management Limited

Room 1715, Block A, Veristrong Industrial Centre, 34-36 Au Pui Wan Street, Fo Tan, N.T.

hereinafter stated as **AKM**

### **CLAUSE 2 (Confidentiality)**

AKM and its personnel shall exercise the utmost discretion and treat with confidentiality any information acquired in the course of performance of their contractual obligations.

After fulfillment of the contract AKM will return all working documents handed over by the CLIENT to the CLIENT, except those which are expressly authorized in written by the CLIENT have to remain in the possession of AKM.

### **CLAUSE 3 (CLIENT'S Obligations)**

The CLIENT'S obligations - beside those specified in the Quotation/Service Agreement/Contract, are defined as follows:

- 3.1 The CLIENT supplies AKM in time and with exactitude with information, details and clarification indispensable to the performance of the services defined in specified quotation or contract.
- 3.2 Prior approval from the CLIENT is needed before AKM is given access to all concerned departments of the CLIENT.
- 3.3 During the stay of AKM team, the CLIENT shall provide sufficient office space to allow AKM team to discharge its work.

The responsibility of AKM automatically ceases when the CLIENT fails to fulfill his obligations.

### **CLAUSE 4 (Unfulfillment)**

In case one of the parties violates one of its obligations defined in this contract and does not redress this violation within 14 days after having received a written request to this effect by the other party, the party not in violation of this contract shall be entitled to cancel this contract by giving written notice to the other party within 14 days. Should AKM be the one to cancel this contract because of an unredressed violation of it by the CLIENT, AKM shall be entitled to its full remuneration as agreed in specified quotation or contract. Should the CLIENT be the one to cancel this contract because of an unredressed violation of it by AKM, the CLIENT shall be entitled to its full remuneration as agreed in specified quotation or contract.

**CLAUSE 5 (Partial Give-up by the CLIENT)**

In the case of partial giving-up of the project from the CLIENT's side, which does not result from the faulty performance made by AKM against the contractual obligations, the CLIENT shall be liable to pay AKM the service fee equal to the workdone by AKM and the deposit held by AKM should be forfeited immediately.

**CLAUSE 6 (Warranties)**

For failure to completed the projected as a result, AKM shall undertake to provide rectification work without additional cost to the CLIENT within a reasonable period. The rectification work shall be adopted to identify and improve the relevant weaknesses in the failed system in question. The CLIENT has to undertake that they will provide necessary information and assistance and their relevant staff members will comply with all changes implemented in the system.

**CLAUSE 7 (Quarrels)**

All claims emerging from the interruption and application of the present contract will be solved by mutual agreement between the CLIENT and AKM or by arbitration of an entity to be chosen in mutual consent, or, if this is not possible by the Courts of Hong Kong, according to Hong Kong law.

**CLAUSE 8 (Liability)**

AKM shall be liable for all damages suffered by the personnel and property of CLIENT during the performance of this contract which are attributable to incorrect, incomplete or inaccurate services rendered to the CLIENT, provided that such damage is due to an intentional or negligent act or omission on the part of AKM.

The liability of AKM shall not exceed the total amount as specified in this contract.

AKM shall not be liable for indirect damage such as production loss or loss of profit.

All above-mentioned liabilities and their limitations shall also apply to the entire personnel of AKM which are engaged in performing this contract.

**CLAUSE 9 (Limitation of Time)**

All claims of the CLIENT addressed to AKM expired 2 months after the rendering of services completed.

**CLAUSE 10 (Discount)**

In a case of a combination of 2 different promotion discounts and sales price in the same training or service offer, the most restrictive rules shall apply."