

## GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF PRODUCTS AND SERVICES

These general terms and conditions shall apply to and govern all purchases of Products and/or Services made by CMI, unless the Parties expressly indicate otherwise in the Order.

### 1. Agreement

These general terms and conditions for procurement of Products and/or Services ("Conditions") and any additional attachments, if any, which will be deemed an integral part hereof for all purposes, when attached to the Order, will constitute an agreement entered into between CMI and SUPPLIER (the "Agreement"). In case of any inconsistency between these Conditions and the Order, the Order shall prevail.

### 2. Definition

2.1 For the purpose of these general terms and conditions, the following terms have the following meanings:

"Affiliate" means in relation to any entity, any other entity which directly or indirectly controls, is controlled by or is under common control with such entity, including an entity with a 50% or more equity or more in an entity.

"Charges" mean the charges for the Products and/or Services as set forth in the Order.

"CMI" means China Mobile International Limited or its Affiliate(s) placing the Order for the procurement of Products and/or Services. If the Order is placed by China Mobile International Limited's Affiliate, for the purpose of such Order all references to Party in these Conditions shall mean such China Mobile International Limited's Affiliate and all references to Parties in these Conditions shall mean such China Mobile International Limited's Affiliate and the SUPPLIER.

"Conditions" means these general terms and conditions, as amended from time to time in accordance with Clause 28, and other condition that CMI may expressly advise SUPPLIER in writing.

"Day" means calendar day if not specifically defined.

"Order" means order forms, appointment letters, quotation (whichever applicable) for the SUPPLIER's supply and CMI's procurement of Products and/or Services.

"Personal Data" means any name, address, service provisioning information, service billing information or the "Personal Data" as defined in the Personal Data (Privacy) Ordinance or any other applicable laws and regulations.

"Product(s)" means any product(s) (tangible or intangible) supplied by SUPPLIER as set out in the Order.

"Services" means any services provided by SUPPLIER as set out in the Order.

"SUPPLIER" means the party from whom CMI purchases the Products and/or Services and as specified in the Order CMI.

"Working Day" means Mondays through Fridays, inclusive, but does not include national or public or bank holidays of Hong Kong.

### 3. Basis of contract

3.1 The Order constitutes an offer by CMI to purchase Products and/or Services from the SUPPLIER in accordance with these Conditions.

3.2 The Order shall be deemed to be accepted on the earlier of:

- (a) SUPPLIER issuing written acceptance of the Order; or
- (b) CMI issuing written acceptance of the Order; or
- (c) any act by SUPPLIER consistent with fulfilling the Order; or
- (d) when SUPPLIER issues an invoice to CMI.

3.3 All of these Conditions shall apply to the supply of both Products and/or Services except where the application to one or the other is specified.

### 4. Supply of Products

4.1 SUPPLIER shall ensure that the Products shall:

- (a) correspond with their description as stated in the Order;
- (b) be of satisfactory quality and fit for any purpose held out by SUPPLIER or made known to SUPPLIER by CMI, expressly or by implication, and in this respect, CMI relies on SUPPLIER's skill and judgement;
- (c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for twelve (12) months after delivery;
- (d) comply with all applicable statutory and regulatory requirements relating to the type of Products; and
- (e) be free from liens, charges and all encumbrances.

4.2 SUPPLIER shall at all times ensure that it has and maintains all the approvals, licences, permissions, authorisations, consents, certifications and permits that it needs to carry out its obligations under the Agreement in respect of the Products or as agreed between the Parties.

4.3 CMI may inspect and test the Products at any time before delivery. SUPPLIER shall remain fully responsible for the Products despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect SUPPLIER's obligations under the Agreement.

4.4 If following such inspection or testing CMI considers that the Products do not comply or are unlikely to comply with SUPPLIER's undertakings at clause 4.1, CMI shall inform SUPPLIER and

SUPPLIER shall immediately take such remedial action as is necessary to ensure compliance.

- 4.5 CMI may conduct further inspections and tests after SUPPLIER has carried out its remedial actions. However, if SUPPLIER fails to carry out its remedial action to the satisfaction of CMI, CMI shall be entitled to the remedies set out in clause 8.

## 5. Delivery of Products

5.1 SUPPLIER shall ensure that:

- (a) the Products are properly packed and secured in such manner as to enable them to reach their destination in good and undamaged condition;
- (b) each delivery of the Product is accompanied by a delivery note which shows the date of the Order, the Order number, the type and quantity of the Product (including the code number of the Product (where applicable)), special storage instructions (if any) and, if the Products are being delivered by instalments, the outstanding balance of Products remaining to be delivered; and
- (c) it states clearly on the delivery note any requirement for CMI to return any packaging material for the Products to SUPPLIER. Any such packaging material shall only be returned to SUPPLIER at the costs of SUPPLIER.

5.2 SUPPLIER shall deliver the Products:

- (a) on the date specified in the Order or, if no such date is specified, time shall be the essence and SUPPLIER must deliver the Products as soon as possible;
- (b) to the location as set out in the Order or such other location instructed by CMI before delivery ("**Delivery Location**"); and
- (c) during CMI's normal hours of delivery on a Working Day, or as instructed by CMI.

5.3 Delivery of the Products shall be completed on the completion of unloading of the Products at the Delivery Location.

5.4 If SUPPLIER delivers more or less than the quantity of Products ordered, CMI may reject the Products and any rejected Products shall be returnable at the SUPPLIER's risk and expense. If SUPPLIER delivers more or less than the quantity of Products ordered, and CMI accepts the delivery, SUPPLIER shall make a pro rata adjustment to the invoice of the Products.

5.5 SUPPLIER shall not deliver the Products in instalments without CMI's prior written consent. Where it is agreed that the Products are delivered by instalments, they may be invoiced and paid for separately. However, failure by SUPPLIER to deliver any one instalment on time or at all or any defect in an instalment shall entitle CMI to the remedies set out in clause 8.

5.6 Unless stated otherwise in the Order, CMI may reschedule delivery dates or cancel the Order by

notifying SUPPLIER in writing no less than thirty (30) Days prior to the scheduled delivery date.

- 5.7 Risk in the Products shall pass to CMI upon receipt of the Products and CMI shall insure them for not less than the full invoice value whilst the Products are in CMI's possession and control until full payment of the Products has been received by SUPPLIER. Title to the Products shall remain with SUPPLIER until full payment has been received by SUPPLIER from CMI.

## 6. Supply of Services

6.1 The Services to be provided by SUPPLIER shall be in accordance to the Order in or attached to the Order. The Services shall commence on the date specified in the Order and shall be complete on written confirmation by CMI or when all the works detailed in the scope of works document have been completed. Where the Services are charged on a time and materials basis rather than a fixed price, SUPPLIER shall supply, if requested, completed time sheets to verify its charges.

6.2 In providing the Services, SUPPLIER shall:

- (a) co-operate with CMI in all matters relating to the Services and comply with all instructions of CMI;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in SUPPLIER's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that SUPPLIER's obligations are fulfilled in accordance with the Agreement;
- (d) ensure that the Services will conform with all descriptions and specifications set out in the Order, and that the deliverables shall be fit for any purpose that CMI expressly or impliedly makes known to SUPPLIER;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques and ensure that all goods and materials supplied and used in the Services or transferred to CMI, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all approvals, licences, permissions, authorisations, consents, certifications and permits which may be required for the provision of the Services;
- (h) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services;
- (i) observe all health and safety rules and regulations and any other security requirements that apply at any of CMI's premises;
- (j) hold all materials, equipment and tools, drawings, specifications and data supplied by CMI to the SUPPLIER ("**CMI Materials**") in safe custody at its own risk, maintain CMI Materials in good condition until returned to CMI, and not dispose or use CMI Materials other than in accordance with CMI's written instructions or authorisation;
- (k) not do or omit to do anything which may cause CMI to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and SUPPLIER acknowledges that CMI may rely or act on the Services; and

- (l) comply with any additional obligations as set out in the Order.

## 7. Testing of Services

- 7.1 CMI shall at all times reserves the right to assess, test or inspect the way in which the Services is being performed (or to have others to do this) and to take all possible measure to this end that it considers reasonable, which includes inspecting (or have others to inspect) the places where the Services is being performed either in full or in part. The non-performance of an assessment, testing or inspections by CMI does not discharge SUPPLIER from any of its obligations or liability.
- 7.2 CMI shall provide all reasonable assistance which SUPPLIER may request in the conduct of assessment, testing or inspections.
- 7.3 In the event CMI reasonably find that the Services provided are not in conformity with SUPPLIER's undertakings at clause 6.2, CMI shall inform SUPPLIER and SUPPLIER shall immediately take such remedial action as is necessary to ensure compliance. Such remedial action shall be at SUPPLIER's expense and risk.
- 7.4 CMI may conduct further assessment, testing or inspections after SUPPLIER has carried out its remedial actions. However, if SUPPLIER fails to carry out its remedial action to the satisfactory of CMI, CMI shall be entitled to the remedies set out in clause 8.

## 8. CMI Remedies

- 8.1 If SUPPLIER fails to deliver the Products and/or perform the Services by the applicable date stated in the Order, CMI shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
- to terminate the Agreement with immediate effect by giving written notice to SUPPLIER;
  - to refuse to accept any subsequent performance of the Services and/or delivery of the Products which SUPPLIER attempts to make;
  - to recover from SUPPLIER any costs incurred by CMI in obtaining substitute Products and/or services from a third party;
  - to require refund from SUPPLIER of sums paid in advance for Services that SUPPLIER has not provided and/or Products that it has not delivered; and
  - to claim damages for any additional costs, loss or expenses incurred by CMI which are in any way attributable to SUPPLIER's failure to meet such dates.
- 8.2 If SUPPLIER has delivered Products that do not comply with the undertakings set out in clause 4.1, then, without limiting or affecting other rights or remedies available to it, CMI shall have one or more of the following rights, whether or not it has accepted the Products:
- to terminate the Agreement with immediate effect by giving written notice to SUPPLIER;
  - to reject the Products (in whole or in part) whether or not title has passed and to return

them to SUPPLIER at SUPPLIER's own risk and expense;

- to require SUPPLIER to repair or replace the rejected Products, or to provide a full refund of the price of the rejected Products (if paid);
- to refuse to accept any subsequent delivery of the Products which the Supplier attempts to make;
- to recover from SUPPLIER any expenditure incurred by CMI in obtaining substitute Products from a third party; and
- to claim damages for any additional costs, loss or expenses incurred by CMI arising from SUPPLIER's failure to supply Products in accordance with clause 4.1.

- 8.3 These Conditions shall extend to any substituted or remedial services and/or repaired, or replacement Products supplied by SUPPLIER.

- 8.4 CMI's rights under the Agreement are in addition to its rights and remedies implied by statute and common law.

## 9. CMI Responsibilities

- 9.1 In addition to CMI's other obligations under the Agreement and where appropriate, CMI shall:
- provide a representative who shall sign all relevant documentation for and on behalf of the CMI;
  - provide such technical and other information, as SUPPLIER shall require for the performance of the Services and/or for the delivery of Products; and
  - provide such access to its premises and/or equipment, as SUPPLIER shall require for the delivery of the Products and/or for the performance of the Services.

## 10. Prices and Payment

- 10.1 All prices quoted are exclusive of any and all applicable taxes including value added tax (if any), and regulatory surcharges (if any). All costs of packaging, delivery and taxes will be charged separately in the invoices.
- 10.2 If CMI is required by law to deduct or withhold any tax, duty or levy from any amounts payable under the Agreement, such amount shall be increased as necessary so that SUPPLIER receives an amount equal to the sum it would have received without any deduction or withholding. CMI shall not be liable for any taxes on SUPPLIER's income or profits.
- 10.3 Each Party shall bear its own bank charges imposed by the Party's bank(s). The intermediate bank charges shall be borne by the account payee.
- 10.4 All the Charges will be specified in the Order. Any queries/disputes on invoices must be notified in writing within fourteen (14) Working Days of the invoice date. CMI shall not be required to pay any such disputed amount until such disputes has been resolved and the Parties agree that the amount is valid and properly due to SUPPLIER or if a final order of court, which order or the subject matter of such order is not subject to any further

appeal, that CMI is ordered to pay such an amount.

- 10.5 CMI shall be entitled to hold or deduct from the Charges such portion of it as SUPPLIER may have an indemnity obligation or a liability to CMI for any damages arisen from the performance of the Agreement.
- 10.6 SUPPLIER shall indemnify and hold CMI harmless in respect of any tax liability imposed on CMI on behalf of or as agent of SUPPLIER, in relation to the payments made to the SUPPLIER under the Agreement.

## 11. Term

The Order shall commence and remain in force until the end of the initial term specified in the Order (if any) unless terminated earlier pursuant to the Agreement.

## 12. Termination

- 12.1 CMI shall have a right to terminate all or part of the Agreement:
- (a) in accordance with clause 8.1 and 8.2 of the Agreement;
  - (b) by written notice to SUPPLIER if SUPPLIER assigns or transfers or purports to assign or transfer the Agreement in breach of the provisions of clause 23; or
  - (c) by written notice to SUPPLIER if any of the Products and/or Services provided or omitted to be provided by SUPPLIER under the Agreement renders CMI in breach of any applicable laws.
- 12.2 Without affecting any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if:
- (a) the other Party commits any material breach of any term of the Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) days of a written request to remedy the same; or
  - (b) the other Party convene a meeting of its creditors or make a proposal for any composition, scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other, or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction on the basis of a solvent company and previously approved by the other Party).
- 12.3 If CMI terminates the Agreement under clause 12.1 and 12.2 hereof, CMI shall have no liability towards the SUPPLIER for any damages of

whatever kind. CMI shall in such case have a right, in its option:

- (a) to require SUPPLIER to return all monies paid to SUPPLIER under the Agreement to CMI within fourteen (14) days after such termination, subject to an adjustment in so far as CMI elects to keep all or any part of the Products and/or Services. Such adjustment (if any) shall be as agreed between the Parties or as settled in accordance with clause 28 hereof; and/or
- (b) to exercise any other remedies available to it under applicable laws or under the Agreement.

## 13. Consequences of Termination

- 13.1 Termination of the Agreement for whatever reason shall without prejudice to the accrued rights and remedies of either Party as at the date of such termination, nor shall it effect the coming into force or the continuance in force or any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 13.2 Upon termination of the Agreement (howsoever occasioned), SUPPLIER shall forthwith deliver up to CMI all CMI Materials supplied to the SUPPLIER and shall certify that no copies of such information or data have been retained.
- 13.3 In the event if SUPPLIER terminates the Agreement, CMI's obligations and other liabilities whatsoever to SUPPLIER shall not exceed the Charges.
- 13.4 Upon termination of the Agreement, SUPPLIER shall be under a continuing obligation to cooperate with CMI in transitioning the Services that have been accepted or may at CMI's election, been partially performed as of the effective date of termination, to CMI or a third party nominated by CMI.

## 14. Liability and Indemnity

- 14.1 Neither Party shall be liable to the other Party or any person claiming through that other Party for any indirect, incidental, consequential, reliance, or special damages or for lost revenues, loss of data, lost savings or lost profits of any kind, regardless of the form of action, whether in contract, warranty, strict liability or tort, including, without limitation, negligence of any kind whether active or passive. Each Party will in no circumstances be liable for any damages attributable to any service, product or actions of any person other than that Party, its employees and agents.
- 14.2 SUPPLIER shall indemnify CMI against all direct damages, costs, liabilities, expenses, and losses resulting from or in connection with any negligence of the SUPPLIER, its employees or agents acting in the course of their performance of the Agreement.

## 15. Personal Data

15.1 The Parties agree to observe and comply with all applicable laws relating to personal data protection at all times. If personal data are accessed as a result of the implementation of the Agreement, the Parties shall use or apply them solely and exclusively for the purposes and shall not communicate or transfer them to other persons. The Parties shall adopt any technical and organisational safety measures needed to prevent the loss, fraudulent use, modification, non-authorised access and theft of the personal data, taking into account the state of the technology, the natures of the data stored and the risks to which they are subject, whether as a result of human action or the physical or natural environment.

## 16. Confidentiality

16.1 From time to time during the performance of the Agreement, each Party must keep the information marked or otherwise reasonably understood to be confidential or proprietary of the other Party ("Information") confidential and not disclose without the other Party's consent the Information, and will use the same level of care with respect to the Information as each Party employs with respect to its own confidential or proprietary information.

16.2 Notwithstanding the above, this clause does not apply to information which:-

- (a) is in or comes into the public domain other than by breach of the Agreement or of any obligation of confidence owed under the Agreement;
- (b) the receiving Party can prove it knew prior to its disclosure by the disclosing Party;
- (c) was subsequently disclosed to the receiving Party lawfully by a third party who did not acquire the information under an obligation of confidentiality; or
- (d) is independently developed by or for the receiving Party at any time by persons who have had no access to or knowledge of the said information.

16.3 If SUPPLIER receives lawful process requesting or requiring it to disclose any Information, SUPPLIER will promptly notify CMI in order that CMI may seek an appropriate protective order, or consent to the release of the Information.

## 17. Force Majeure

Neither Party may be held responsible for any delay or failure in performance of any part of the Agreement if and to the extent that it is caused by acts of God or nature (including wild animals), epidemic, war or war-like conditions, mob violence, acts or failures to act of any governmental authority, or any other events or circumstances beyond the reasonable control of the concerned Party ("Force Majeure Event"). A Party who intends to invoke the exemption under the Force Majeure Event must give the other Party reasonable written notice of any Force Majeure Event setting out the anticipated impact upon its

obligation under the Agreement and use reasonably commercial efforts to mitigate the effect of the Force Majeure Event. If any Force Majeure Event affecting a Party lasts for more than three (3) months, either Party may terminate the Agreement upon seven (7) Days' prior written notice to the other Party. Neither Party will incur any liability or penalties other than the obligations to pay any outstanding Charges in the Agreement is terminated due to the Force Majeure Event.

## 18. Publicity and Advertising

Neither Party may publish or use any advertising, sales promotions, press releases or other publicity which use the other Party's name, logo, trademarks or service marks without the prior written approval of the other Party.

## 19. Survivability

Any provision of the Agreement which by its context is intended to apply after termination of the Agreement will survive its termination.

## 20. Waiver

The waiver by either Party of any breach of the Agreement by the other Party in a particular instance will not operate as a waiver of any subsequent breaches of a same or different kind. The failure of either Party to exercise any rights under the Agreement in a particular instance will not operate as a waiver of the Party's right to exercise the same or different rights in any subsequent instance.

## 21. Intellectual Property Rights

21.1 SUPPLIER warrants that the Products and/or Services provided in accordance to the Agreement does not infringe and will not cause the existing CMI systems or the operation and use thereof to infringe any intellectual property rights.

21.2 SUPPLIER shall bear all costs relating to all kinds of intellectual property right of the Products and/or Services and any component thereof and shall be responsible for ensuring that CMI has all the necessary rights to use the Products and/or Services.

21.3 SUPPLIER shall indemnify CMI against all liabilities, costs, charges, final judgments or settlements arising out of all actions, claims, demands and proceedings brought against CMI on the basis that the operation and/or possession of the Products and/or Services infringes any intellectual property rights of any third party. Such indemnity shall include any and all costs which arise out of CMI's use of anything which SUPPLIER supplies pursuant to the Agreement provided that CMI:

- (a) notifies SUPPLIER promptly if any infringement is alleged; and
- (b) makes no admission without SUPPLIER's written consent; and

- (c) assists SUPPLIER as is reasonable, at SUPPLIER's expense, in conducting all negotiations and litigation.
- 21.4 If at any time any allegation of infringement of third party's intellectual property rights is made, in respect of the supply of the Products and/or Services, SUPPLIER shall, at its own expense and in the most expedient manner, either:
- procure for CMI the right to continue to use the Products and/or Services or part thereof so affected; or
  - without entailing a material diminution in performance or function, replace or modify the Products and/or Services so that there is no longer any infringement or third-party relief applicable.
- 21.5 If SUPPLIER is unable to fulfil either clause 21.4(a) or 21.4(b) as aforesaid within a reasonable period, CMI may forthwith at its opinion reject the Products and/or Services and terminate the Agreement for cause by written notice.
- 21.6 The indemnification to be paid by SUPPLIER under clause 21.3 above shall not include compensation for indirect or consequential damages.
- 21.7 Should CMI's use of the Products and/or Services be prevented or seriously impaired due to SUPPLIER having to modify or replace part of the Products and/or Services under clause 21.4(b), SUPPLIER shall pay to CMI liquidated damages for such time.
- 21.8 Nothing in the Agreement shall grant, assign or confer any right, including any intellectual property right in the CMI Materials to SUPPLIER.
- 22. Maintenance**
- 22.1 SUPPLIER agrees to keep in stock spare parts for the delivered Products for the term that is reasonable within business practice, even if the production of the Products is terminated in the meantime. The sale of spare parts shall be at market conform prices. SUPPLIER shall inform CMI on the end life of a Products.
- 22.2 SUPPLIER warrants that it can maintain the delivered Products for a minimum term of five (5) years after delivery or, if agreed upon, acceptance of the Products.
- 22.3 SUPPLIER warrants to provide support and maintenance to CMI, and to make available to CMI functionally equivalent replacement parts, and to protect CMI from service interruption for five (5) years following the date of final acceptance of the Services.
- 23. Assignment and Subcontracting**
- 23.1 The Agreement shall accrue to the benefit of and be binding upon the Parties hereto and any successor entity into which either Party shall have been merged or consolidated or to which either Party shall have sold or transferred all or substantially all its assets, but it shall not be otherwise assigned by either Party without the prior written consent of the other Party. The Parties agree that any consent to a requested assignment shall not be unreasonably withheld.
- 23.2 SUPPLIER shall have the right to subcontract such portions of its undertaking as SUPPLIER deems appropriate subject to prior notification to CMI.
- 23.3 SUPPLIER shall remain responsible to CMI for the performance of work by any such subcontractor, as if such work was performed by SUPPLIER.
- 23.4 Any purported assignment/subcontract that is inconsistent with this Clause will be void. The Parties agree that they will execute all documents and do all such acts reasonably necessary to give effect to this Clause 23.
- 24. Trade Compliance and Export Controls**
- Each Party shall, in the context of the services provided in these Conditions:
- 24.1 comply with all economic, trade and financial sanctions laws, regulations, embargoes or restrictive measures administered ("Sanctions"), as well as all trade and/or export control laws and regulations ("Trade Control") enacted or enforced by United Nations, the governments of the United Kingdom, the Russian Federation, European Union, United States of America and any other relevant country;
- 24.2 not knowingly do anything which may cause the other Party or members of its group to breach Sanctions, Trade Control and/or other Applicable Law;
- 24.3 provide such assistance, documentation and information to the other Party as that Party may reasonably request, including but not limited to, end customer information, destination and intended use of goods or services;
- 24.4 notify the other Party in writing as soon as it becomes aware of an actual or potential investigation or breach in relation to the Applicable Laws or any material change in the status of the Parties in respect of:
- blacklist status e.g. the inclusion on a Sanctions, entity or other blocked lists in any applicable jurisdiction (as stated in clause 10.1 above);
  - licence or authorization status e.g. a loss of licence or authorization in respect of Sanctions, Trade Control and/or under other Applicable Laws;
- 24.5 have the right to terminate these Conditions if any of the provisions of this clause are breached; or
- 24.6 have the right to seek indemnities from the Party which has breached the relevant provisions for any direct losses incurred.
- 25. Independent Contractors**
- Under the Agreement, both Parties are independent contractors which maintain complete

control over their own personnel and operations. Neither Party will become a partner, agent, fiduciary or legal representative of the other through operation of the Agreement.

## 26. No Third Party Beneficiaries

The Agreement is not intended to be for the benefit of any third party, is not enforceable by any third party, and does not confer upon any third party any remedy, claim or rights.

## 27. Entire Agreement

The Agreement embodies the entire understanding between the Parties in relation to the Services and there are no promises, terms, conditions or obligations, oral or written expressed or implied other than those contained herein. No amendment or variation of the Agreement shall be effective unless it is in writing and signed by the Parties hereto.

## 28. Notices

28.1 All notices, requests, or other communications hereunder shall be in writing, addressed to the Parties as follows:

(a) If to CMI:

Level 30, Tower 1,  
Kowloon Commerce Centre,  
No.51 Kwai Cheong Road,  
Kwai Chung, New Territories,  
Hong Kong.

Attention: Legal & Regulatory  
Department  
Facsimile: +852 3188 1660  
Telephone: +852 3975 6688  
Email: legal@cmi.chinamobile.com

(b) If to SUPPLIER, shall be sent to the address specified in the Order.

28.2 Notices mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee on the seventh (7<sup>th</sup>) Working Day following the mailing thereof. Notices sent by facsimile or email shall be conclusively deemed to have been received when the delivery confirmation is received. If either Party wishes to alter the address to which communications to it are sent, it may do so by providing the new address in writing to the other Party.

## 29. Modification

Except as set out in these Conditions, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Parties or their authorised representatives.

## 30. Governing Law

The Agreement shall be governed by the laws of the jurisdiction as set out in the Order without reference to its conflict of law provisions and the Parties irrevocably submit to the exclusive

jurisdiction of the courts of the jurisdictions set out in the Order and any court of appeal therefrom. If the Order does not state a governing law or jurisdiction, then the laws of the region, state and/or country (as applicable) where CMI contracting entity which signs the Order is registered or incorporated will apply and the Parties irrevocably submit to the exclusive jurisdiction of the courts of such jurisdiction and any court of appeal therefrom.

## 31. Signature

This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Signatures depicted by facsimile or by scanned computer image file (such as PDF and JPG) or by other electronic manners shall be valid and binding. The Parties acknowledge that executed copies of this Agreement reproduced or transmitted via photocopy, facsimile or email or other electronic manners will be equivalent to original documents until such time as original documents are delivered.

## 32. China Mobile's Rules for Handling of Cybersecurity Risk Warning List (2022)

To effectively mitigate cybersecurity risk, enhance supply chain's security, and facilitate the construction of a responsible, honest and self-disciplined benign ecology of cybersecurity in telecommunication and internet industry, the Professional Communication and Cybersecurity Committee of China Association of Communication Enterprises (the "CACE"), together with self-discipline member units of the industry, has established a self-discipline management system for lists of enterprises under cybersecurity risk warning in telecommunication and internet industry. The risk warning lists are managed under the control of CACE.

The list of enterprises under cybersecurity risk warning in telecommunication and internet industry means a list of suppliers which are likely to violate laws, regulations, rules and policies related to cybersecurity and which may cause material cybersecurity risks to the network infrastructure, thus being included in the risk warning list; these suppliers are urged to perform the responsibility of a cybersecurity subject, facilitate high-quality supplies of products and regulate safe serving behaviors.

### 32.1 Establishment of Cybersecurity Risk Warning List and Classification

Risk warning lists are graded for the purpose of management and are classified into a red list and a yellow list by scoring based on the seriousness of cases.

(I) Red List

The red list includes the suppliers which:

- (a) violate laws, regulations, ministerial rules or policies related to cybersecurity and are under administrative punishments and criminal sanctions by competent telecommunication and other relevant authorities;

- (b) fail to perform cybersecurity liability, leading to a major cybersecurity event in the key information infrastructure of the telecommunication industry or bringing a major security threat to the network infrastructure, and reject to correct;
- (c) otherwise seriously endanger the cybersecurity in the telecommunication and internet industry.

(II) Yellow List

The yellow list includes certain network products and service providers if:

- (a) they are the subject of interview and reporting by competent telecommunication and other relevant authorities, or are the subject of cybersecurity reporting by Information Cybersecurity Response Center, MIIT Network Security Threat Information Sharing Platform and other relevant institutions and units;
- (b) where risks such as serious security defects and vulnerabilities are identified in network products and services, they fail to take effective and timely remedies, or inform users and report to competent authority according to requirements, or publish cybersecurity vulnerabilities in violation of regulations, and in the opinion of competent authority, this case is serious or has material impact;
- (c) without the authorizations from competent authority of the industry and the operator, they carry out vulnerability detection, permeability test and other activities that endanger the security of the basic telecommunication network;
- (d) they produce, set up, spread and misuse malicious programs in the process of providing products and services and fail to correct;
- (e) they fail to provide repair and maintenance for the security of their products and services in the process of providing the products and services;
- (f) they fail to perform cybersecurity liability, leading to the disclosure of information related to network products and service users, causing a major cybersecurity event or bringing a major cybersecurity threat; or
- (g) they otherwise endanger the cybersecurity in the telecommunication and internet industry.

distribution quota, canceling the qualification for joint construction projects, early warning, interview and other accountability measures.

32.3 Miscellaneous

As long as a supplier is listed on a cybersecurity risk warning list, the supplier can make an appeal in the established manner against any untrue fact or non-compliance.

32.2 Accountability of Cybersecurity Risk Warning List

For suppliers on risk warning lists, CACE may cancel their communication and cybersecurity service capability certificates or restrict their ability to apply for a cybersecurity service capability certificate, and may further suggest that the competent telecommunication authority should focus on the supervision of these suppliers.

For suppliers on risk warning lists, based on the suggestions on discipline measures proposed by CACE to its member units, considering whether the products are fully competitive, China Mobile will take restrictive measures, including but not limited to, prohibiting cooperation, terminating contracts, stopping service for troubleshooting, suspending some or all purchases, deducting comprehensive evaluation scores of subsequent purchases or post-evaluation score, deducting