

HONG KONG EXPRESS AIRWAYS LIMITED ("HKE")

GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF SERVICES

Supplier's Acceptance of the General Terms

Supplier shall comply with all terms set forth herein and in the Agreement (as defined hereinbelow) to which these terms are attached or are incorporated by reference (each as amended or supplemented, and together with any specifications and other documents referred to herein or in the Agreement, collectively, this "Offer").

This Offer is an offer to purchase the Service (as defined hereinbelow). This Offer shall not constitute an acceptance of any offer to sell, quotation or other proposal from Supplier, even if referred to in this Offer.

ACCEPTANCE OF THIS OFFER IS EXPRESSLY LIMITED TO THE TERMS OF THESE GENERAL TERMS. HKE OBJECTS TO ANY TERMS AND CONDITIONS INCLUDED WITH SUPPLIER'S QUOTATION, INVOICE OR OTHER DOCUMENT WHICH ARE ADDITIONAL TO OR DIFFERENT THAN THE TERMS OF THE OFFER AND NONE OF SUCH ADDITIONAL OR DIFFERENT TERMS SHALL BE PART OF THE CONTRACT BETWEEN SUPPLIER AND HKE, UNLESS BOTH PARTIES EXPRESSLY AGREED IN A SEPARATE AGREEMENT THAT SUCH TERMS SHOULD OVERRIDE THESE GENERAL TERMS IN THE EVENT OF A CONFLICT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CLAUSES REGARDING INTELLECTUAL PROPERTY RIGHTS (CLAUSE 7), HKE DATA (CLAUSE 8), RECORDS AND AUDIT (CLAUSE 9), CONFIDENTIALITY AND PRIVACY (CLAUSE 10), WARRANTIES (CLAUSE 12), INDEMNITIES & LIABILITY (CLAUSE 13), PUBLICITY AND BRANDING (CLAUSE 17) AND ANTI-BRIBERY AND CORRUPTION (CLAUSE 18) AND SANCTIONS, IMPORT CONTROLS AND EXPORT CONTROLS (CLAUSE 19) IN THESE GENERAL TERMS ALWAYS TAKE PRECEDENCE OVER ANY ALTERNATIVE OR CONFLICTING TERMS IN ANY OTHER DOCUMENT CONNECTED WITH THE OFFER.

1 Definitions and Interpretation

1.1 Definitions

In these General Terms:

Accept means HKE's acceptance of a Service in accordance with the process described in clause 3.1.

Affiliate means any entity controlling, controlled by, or under common control of a party to the Agreement.

Agreement means a legally binding document formed between HKE and the Supplier signed between the parties for provision of the Service, includes all amendments or supplements thereto, or replacements or novations thereof.

AI means any artificial intelligence technologies or systems that, for a given set of explicit or implicit objectives, generate output data such as such predictions, content, recommendations, or decisions that can influence physical or virtual environments, including (but not limited to) technologies or systems using machine learning or deep learning techniques, supervised and unsupervised learning, logic or knowledge-based approaches.

AI Compliance Schedule means the schedule available at <https://www.hkexpress.com/general-terms-and-conditions/AI-Compliance-Schedule>.

Business Day means a day other than a Saturday, Sunday or public holiday in Hong Kong, when banks in Hong Kong are open for business.

Cathay Group means together, Cathay Pacific Airways Limited (Company Registration Number 2672) (**Cathay**) and all collective entities which Control, are Controlled by, or are under common Control of Cathay.

Cathay Group Entity means an entity in the Cathay Group, other than Cathay.

Claim means, in relation to a party, a demand, claim, suit, action or proceeding made or brought against that party, however arising and whether present, unascertained, future or contingent.

Confidential Information means all information, material or data in disclosed, whether directly or indirectly, by the Disclosing Party to the Recipient Party, but excludes any information which:

- (a) is or becomes generally known to the public other than through a breach of the Agreement;
- (b) the Recipient Party can prove was already known to the Recipient Party at the time of disclosure;
- (c) the Recipient Party develops independently of any disclosure in connection with the Agreement; or
- (d) the Recipient Party obtains from a source other than the Disclosing Party.

Conflict of Interest means the Supplier engaging in any activity or obtaining any interest which will or is likely to compromise or restrict the Supplier from performing its obligations under the Agreement.

Control means, in relation to a body corporate, trust, partnership or other entity, the power of a person to secure that the affairs of that entity are conducted in accordance with the wishes of that person:

- (a) by means of the holding of shares, units or other interests, or the possession of voting power, in or in relation to that or any other entity;
- (b) by virtue of any powers conferred by the constituent documents regulating that or any other entity; or
- (c) by virtue of any other agreement, arrangement, understanding or practice,

and the expression "change of Control" shall be construed accordingly.

Data Protection Addendum means the terms and conditions issued by HKE from time to time at <https://www.hkexpress.com/en-hk/general-terms-and-conditions/data-protection-addendum-controller-to-processor-a/>.

Defect means any fault, failure, degradation, non-compliance with a specification, or partial supply or non-supply of a Service, Supplier Material or Developed Material.

Deliverables means the Services and all documents, products, reviews, reports, findings, and materials compiled, developed, prepared, authored by the Supplier or its agents, contractors and/or employees as part of or in relation to any of the Services in any form or media, including but not limited to drafts or finalized versions of any drawings, maps, plans, diagrams, designs, pictures, computer programmes, data, specifications and reports.

Developed Material means all material brought or required to be brought into existence by or on behalf of the Supplier pursuant to the Agreement.

Disclosing Party has the meaning given to that term in clause 10.1.

Expectations of Business Partners Policy means the anti-bribery policy for business partners of HKE available at <https://www.hkexpress.com/en-hk/legal-and-privacy/anti-bribery-policy/>

Export Controls means restrictions or prohibitions on the export, reexport, transfer, or provision of goods, technology, software, or services to a designated party, country or territory, or for a designated end use, including any applicable licensing requirements administered by a governmental authority having jurisdiction over such items.

Fees means the fees for the Services, as described in the Agreement.

Force Majeure means, in relation to a party, any event outside the reasonable control of that party which prevents the performance of any obligation and which event:

- (a) was not caused or contributed to by that party;

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- (b) could not have been prevented by reasonable precautions or remedied by reasonable expenditure by that party; and
- (c) could not reasonably be circumvented through alternate sources.

General Terms means clauses 1 to 23 of this document, the Data Protection Addendum and AI Compliance Schedule forming part of the Agreement.

HKE Data means any data relating to HKE's or any Cathay Group Entity's business, including its operations, facilities, customers, employees, assets, products, sales and transactions, in whatever form the data exists.

HKE Material means all material owned by HKE or licensed to HKE by a third party, provided by or on behalf of HKE to the Supplier for the purposes of the Agreement. For the avoidance of doubt, HKE Material includes any HKE Data and any equipment, computer systems, software, documents, copy, Intellectual Property Rights, artwork, logos or other materials or information owned or licensed to any member of the Cathay Group.

HKE Policies means HKE's written policies, guidelines, procedures and standards notified by HKE to the Supplier from time to time.

Hong Kong means Hong Kong Special Administrative Region of China.

Import Controls means laws and regulations that are applicable to the importation into a country or territory of goods, technology, software, or services, including any applicable licensing requirements administered by a governmental authority, including, but not limited to, the Government of Hong Kong. **Indirect Taxes** mean any value-added tax, goods and services tax, sales and use tax, duties, levies or other similar taxes, imposed by any governmental authorities under the laws of an applicable jurisdiction.

Infringement Claim means any Claim:

- (a) affecting the Supplier's ownership of the Intellectual Property Rights in the Services; or
- (b) that the supply or other use of the Services, Supplier Materials or Developed Materials infringes, or may infringe, the Intellectual Property Rights of a third party.

Insolvency Event means the happening of any one or more of the following events:

- (a) anything that reasonably indicates that there is a significant risk that the Supplier is or will become unable to pay debts as they fall due;
- (b) a step being taken to have a receiver, receiver and manager, liquidator or provisional liquidator appointed to the Supplier or any of its assets; or
- (c) the Supplier ceasing, or indicating that it is about to cease, carrying on business.

Intellectual Property Rights means all industrial and / or intellectual property rights, and includes any patents, registered designs, copyright trade or service marks (whether registered or unregistered), trade secrets, moral rights, know-how, rights in relation to circuit layouts, or other proprietary right, and applications for, and rights to apply for, registration of any of these things.

Liability means all liability, loss, damage, cost, expense, charge, outgoing or payment, including reasonable legal fees and disbursements, for which a party is liable.

Payment Plan means the timetable for payment of the Fees as set out in the Agreement.

Personnel, in relation to a party, means that party's officers, directors, employees, contractors or agents.

Personal Data means any information relating to an identified or identifiable natural person, being a person who can be identified, directly or indirectly.

Pre-existing Intellectual Property Right means a party's Intellectual Property Rights existing prior to the commencement of
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the Agreement or subsequently brought into existence other than in the course of supply of Services under the Agreement.

Privacy Laws means the privacy laws of the place of HKE's incorporation or applicable to HKE's business operations, the privacy policy issued by HKE from time to time (available at the Legal and Privacy section at <https://www.hkexpress.com/>), and any other applicable legislation, principles, industry codes and policies relating to the handling of Personal Data.

Recipient Party has the meaning given to that term in clause 10.1.

Sanctions means trade and financial sanctions laws and regulations including, but not limited to, those administered by the United Nations, the Government of Hong Kong (including, but not limited to, sanctions implemented under the United Nations Sanctions Ordinance (Cap. 537) and all subsidiary regulations), the People's Republic of China, the United States, the European Union, and the United Kingdom.

Service means a service supplied by the Supplier to HKE under the Agreement.

Supplier Material means any material owned by the Supplier or licensed to the Supplier by a third party before the effective date of the Agreement, or developed by the Supplier or licensed to the Supplier outside the scope of the Agreement, and provided to HKE in connection with the Services.

Taxes means taxes, levies, imposts, duties, excise and charges, deductions or withholdings, however described, imposed by law or government authority or agency.

Term means the entire period during which the Supplier's appointment by HKE as the provider of the Service remains in place or as otherwise agreed between the Supplier and HKE in writing.

Warranty Period means, in relation to a Service, the period specified in the Agreement, or if not stated, **three (3) years** commencing on the date HKE Accepts that Service (or if HKE has not Accepted a Service, the date that HKE receives the Services).

1.2 Interpretation

In these General Terms, headings are only for convenience and do not affect interpretation and, unless the context requires otherwise:

- (a) words in the singular include the plural and the plural include the singular;
- (b) words of one gender include any gender;
- (c) an expression indicating a person includes an individual, a company, partnership, joint venture, association, corporation or other body corporate;
- (d) a reference to a party to these General Terms includes that party's successors and permitted assigns;
- (e) a reference to a clause, party or schedule, is a reference to a clause of, and a party to and schedule to, these General Terms;
- (f) a reference to legislation includes any amendment to that legislation, any consolidation or replacement of it, and any subordinate legislation made under it;
- (g) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (h) no rule of construction applies to the disadvantage of a party merely because that party was responsible for the preparation of the General Terms;
- (i) any obligation on a party includes an obligation to procure compliance by that party's Personnel; and
- (j) a reference to "\$" means the lawful currency of Hong Kong, unless otherwise specified in the Agreement.

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2 Obligations of the Supplier

2.1 Key Supplier obligations

The Supplier must at all times:

- (a) comply with the terms and conditions of the Agreement and these General Terms, including but not limited to correspond with the applicable scope of work, specification(s) and/or requirements that have been designed by HKE;
- (b) supply the Services with due care and skill, and in a timely and professional manner;
- (c) complete and deliver all Deliverables by the relevant delivery date, milestone and due date. For the avoidance of doubt, time is of the essence of the Agreement;
- (d) comply with any international standards relevant to the supply of the Services;
- (e) comply with Cathay's Supplier Code of Conduct and maintain a sustainable business partnership with Cathay Group. An official copy of the Cathay's Code of Conduct can be found in HKE's website at: <https://www.hkexpress.com/en-hk/general-terms-and-conditions/>;
- (f) has no Conflict of Interest in supplying the Service or enter into the Agreement and must do its best to avoid situations that may lead to a Conflict of Interest arising;
- (g) comply with all applicable laws, HKE Policies and all reasonable directions given by HKE and must not perform its obligations in a manner that causes HKE to breach any applicable laws; and
- (h) obtain, keep current and provide to HKE, on request, evidence of any consents, licences, approvals, permits, registrations, authorisations, insurances and exemptions required under the Agreement or at law to supply the Services.

2.2 Access to premises and systems

The Supplier may only access HKE premises, facilities and / or systems for the purposes, and on the conditions, notified by HKE to the Supplier from time to time, and HKE may revoke, suspend or limit the access granted under this clause 2.2 at any time immediately upon direction.

2.3 Business Continuity and Disaster Recovery Plan

The Supplier must have, maintain and comply with a business continuity and disaster recovery plan in accordance with good industry practice.

2.4 Co-operation with other suppliers

The Supplier must not unreasonably hinder or interfere in the operations of the Cathay Group and its other suppliers and the Supplier agrees to provide all cooperation and assistance (including access to infrastructure, sites, equipment and documentation or materials) reasonably required by HKE and its other suppliers from time to time.

2.5 Personnel and subcontractors

- (a) The Supplier must ensure its Personnel are of good character, suitably skilled, experienced and qualified, and hold all necessary authorisations, visas, licences, approvals and permits, to perform the responsibilities assigned to them.
- (b) The Supplier must not subcontract any of its obligations under the Agreement without HKE's prior written consent.
- (c) The Supplier remains liable for the acts and omissions of its subcontractors and Personnel in connection with the Agreement as if they were the acts and omissions of the Supplier.

3 Acceptance

3.1 Acceptance by HKE

- (a) HKE will not be taken to have Accepted any applicable Services until HKE:
 - (i) is satisfied that the applicable Services conform to the specifications and any other requirements set out in the Agreement; and
 - (ii) issues a written notice to the Supplier certifying that HKE has Accepted the applicable Services.
- (b) Title and risk in the Services do not pass unless and until HKE has Accepted those Services.
- (c) If HKE does not Accept any Service or if Service has a Defect, HKE may:
 - (i) require the Supplier to rectify any failure or Defect, or replace the Service (at the Supplier's cost);
 - (ii) Accept that Service subject to the Supplier rectifying any failure or Defect, or replacing the Service, within a period specified by HKE (at the Supplier's cost); or
 - (iii) Accept that Service, subject to a reduction in Fees; or
 - (iv) if the Service has included a Defect or failed to be Accepted by HKE after multiple attempts, terminate the Agreement (in part or in whole).

4 Warranty Period

If a Defect in a Service becomes apparent during the Warranty Period, the Supplier must rectify that Defect at its own cost within a reasonable time. If the Supplier fails to rectify a Defect in accordance with this clause 4, HKE may terminate the Agreement in accordance with the below clause 15.2 and the Supplier must refund to HKE the Fees paid by HKE for that Service.

5 Fees and invoices

5.1 Invoices

- (a) The Supplier must submit valid invoices in accordance with the Payment Plan (including payment milestones) set out in the Agreement. Notwithstanding this, the Supplier must not submit any invoices for any or Service until it has been Accepted by HKE.
- (b) Unless the Agreement expressly states otherwise, the Fees will be fixed for the Term and fully inclusive of (and HKE will not be required to pay) any travel, accommodation and other incidental costs and expenses incurred by the Supplier in performing its obligations.

5.2 Payment of Fees

- (a) In consideration of the Supplier supplying the Services under the Agreement, HKE will pay undisputed, correctly invoiced Fees within **45** days of receiving the invoice.
- (b) HKE may set off against the Fees payable to the Supplier under the Agreement any amount payable by the Supplier to HKE under the Agreement.

6 Taxes

6.1 Responsibility for Taxes

The Supplier is responsible for any and all Taxes which may arise as a result of or in connection with the Agreement. All amounts payable by HKE under the Agreement are exclusive of Indirect Taxes.

6.2 Withholding tax

To the extent that an amount payable to the Supplier under the Agreement is subject to a withholding tax, levy or similar obligation, HKE may withhold the portion of that amount equal to that tax, levy or obligation, and remit it to the applicable revenue or taxation authority.

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7 Intellectual Property Rights

7.1 Pre-existing Intellectual Property Rights

No Pre-existing Intellectual Property Rights of either party are assigned or transferred under the Agreement.

7.2 Supplier Material

Supplier Material remains the property of the Supplier (or the Supplier's licensors, if applicable). The Supplier grants to HKE a royalty free, perpetual, irrevocable, worldwide, non-exclusive licence (including the right to sub-licence) to use, reproduce, modify, adapt, develop and otherwise exploit (either directly or through its Personnel) the Supplier Material for the purposes of acquiring, using and getting the full benefit of the Services.

7.3 HKE Material

HKE Material remains the property of HKE (or HKE's licensors, if applicable). HKE grants to the Supplier a royalty free, worldwide, non-exclusive licence to use, modify and adapt the HKE Material solely during the Term and solely for the purpose of performing its obligations under the Agreement.

7.4 Developed Material

HKE will exclusively own, and the Supplier hereby assigns to HKE on creation, all existing and future Intellectual Property Rights in and to the Developed Material. HKE grants to the Supplier a non-exclusive, non-transferable licence to use, modify and adapt the Developed Material for the sole purpose of performing its obligations under the Agreement.

7.5 Intellectual property indemnity

- (a) The Supplier indemnifies HKE and its Personnel against any Liability directly or indirectly arising out of, or in connection with, any Infringement Claim or breach of clause 7.2.
- (b) The Supplier must immediately notify HKE if the Supplier becomes aware of any potential Infringement Claim made or likely to be made against the Supplier, including any details of the alleged infringement.

8 HKE Data

HKE Data remains the property of HKE, and if the Supplier deals with any HKE Data the Supplier must:

- (a) establish and maintain appropriate and reasonable technical and organisational security measures in accordance with good industry practice;
- (b) keep HKE Data safe, secure and separate from the Supplier's own data or any third party data;
- (c) only use the HKE Data strictly as is necessary for the performance of its obligations under the Agreement; and
- (d) restore at its own expense any HKE Data lost, corrupted, or otherwise made inaccessible as a result of its actions.

9 Records and audit

9.1 Document maintenance and retention

The Supplier must retain full and proper records required to demonstrate the Supplier's compliance with the Agreement.

9.2 Audit

HKE may conduct, and the Supplier must provide reasonable assistance with, audits or inspections to enable HKE to monitor the supply of Services (or comply with its obligations at law (including in relation to Sanctions, Import Controls and Export Controls) or any request by a regulator), and compliance with the Agreement.

10 Confidentiality and privacy

10.1 Confidentiality obligations

If a party (**Disclosing Party**) provides Confidential Information to the other party (**Recipient Party**), the Recipient Party must:

- (a) not disclose the Disclosing Party's Confidential Information to any person except where required to do so by law, the rules of a stock exchange, in connection with legal proceedings relating to the Agreement, or otherwise with the Disclosing Party's prior written consent;
- (b) use, copy or reproduce the Disclosing Party's Confidential Information only for the purposes of the Agreement;
- (c) not use the Disclosing Party's Confidential Information in any way which would be harmful to the Disclosing Party;
- (d) take all steps reasonably necessary to secure the Disclosing Party's Confidential Information against loss or unauthorised disclosure; and
- (e) upon request by the Disclosing Party, deliver to the Disclosing Party (or, if delivery is not possible, destroy) all documents and other materials in the Recipient Party's possession or control which contain the Disclosing Party's Confidential Information.

10.2 Privacy and Personal Data

The Supplier must, and must ensure that its Personnel:

- (a) comply with the terms and conditions in the Data Protection Addendum in relation to any Personal Data that is processed by the Supplier under the Agreement;
- (a) comply with, and provide reasonable assistance required by HKE to comply with, all applicable Privacy Laws;
- (b) only use or disclose the Personal Data for the sole purpose of
 - (i) performing its obligations under the Agreement; or
 - (ii) complying with a law, subject to the Supplier giving notice to HKE (if legally permissible);
- (c) ensure that any person to whom the Supplier discloses Personal Data is aware of and ensures the Supplier complies with its obligations under this clause 10.2;
- (d) not disclose, enable access, or transfer any Personal Data to a place or person (including any Personnel) outside the country of HKE's incorporation without HKE's prior written consent and any other consent required under Privacy Laws;
- (e) establish and maintain effective security measures to protect against the unauthorised disclosure of or access to Personal Data; and
- (f) immediately notify HKE upon becoming aware of the occurrence of any incident which has resulted in, or is reasonably likely to result in, a breach of this clause.

11 AI Compliance

To the extent that the Supplier supplies, deploys or uses AI in connection with the performance of this Agreement, the Supplier shall comply with the AI Compliance Schedule, which is incorporated into and forms part of this Agreement.

12 Warranties

12.1 Mutual warranties

Each party represents and warrants to the other party, as at the date of the Agreement and at all times during the Term, that:

- (a) it has full corporate power and authority to enter into, perform and observe its obligations under the Agreement and the General Terms, and that execution, delivery and performance of the Agreement and the General Terms has been duly and validly authorised by all necessary corporate action; and
- (b) its obligations under the Agreement and the General Terms are valid, binding and enforceable.

12.2 Supplier warranties to HKE

The Supplier represents and warrants to HKE as at the date of the Agreement and at all times during the Term that:

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- (a) it has the right and power to grant to HKE the licences and assignments granted under the Agreement;
- (b) it, and each of its Personnel, has the level of skill, knowledge, experience and ability which may be expected of a professional organisation or individual, as applicable, experienced in supplying services of the type and complexity of the Services; and
- (c) all Services supplied by the Supplier to HKE will be free from Defects, in conformity with any specifications or requirements of HKE and fit for the purpose acquired.

13 Indemnities and Liability

13.1 General indemnities

The Supplier indemnifies HKE and its Personnel against any Liability incurred or suffered by any of them arising out of:

- (a) any wilful, unlawful or wrongful act or omission of the Supplier or its Personnel;
- (b) any failure to deliver any Deliverables or fulfill the obligations set out in the Agreement, including the costs of engaging alternative supplier in deliver the outstanding Deliverables or fulfill the outstanding obligations;
- (c) any breach of the confidentiality and privacy obligations under clause 10;
- (d) any injury to, or death of a natural person and any loss of, or damage to, HKE's or a third party's tangible property, real or personal, to the extent caused or contributed by the Supplier or its Personnel;
- (e) any Infringement Claim or breach of clause 7.2;
- (f) any breach by the Supplier of its anti-bribery and corruption obligations under clause 18;
- (g) any breach by the Supplier of its obligations under clause 19; and
- (h) any Claim by a third party against HKE or its Personnel to the extent caused by breach of the Agreement, or any wilful, unlawful or wrongful act or omission of the Supplier or its Personnel.

It is not necessary for HKE to incur any expense or make any payment before enforcing the indemnity conferred by this clause.

13.2 Limitations and exclusions of Liability

- (a) The total aggregate Liability of a party to the other party under or in connection with the Agreement, and in respect of all Claims, whether in contract, tort (including negligence) or otherwise, will not exceed an amount equivalent to **3 times** the total aggregate amount paid or payable by HKE to the Supplier under the Agreement.
- (b) Neither party is liable to the other for any kind of indirect or consequential Liability arising out of or in connection with the Agreement.
- (c) The limitations of Liability in clauses 13.2(a) and 13.2(b) do not apply to any Liability under an indemnity, a breach by the Supplier of any of its obligations under clause 8 and a breach by the Supplier of any of its warranties in clause 12 and indemnities in clause 13.1.

14 Insurance

The Supplier must, at its cost, take out and maintain policies of insurance required by HKE with reputable insurers, in respect of Liability that may be incurred or suffered arising out of or in connection with the Agreement.

15 Termination

15.1 Termination by HKE without cause

HKE may terminate the Agreement, in whole or in part, by giving the Supplier at least **7 days'** notice.

15.2 Termination by HKE for cause

HKE may immediately terminate the Agreement in whole or in part for cause by notice to the Supplier, if:

- (a) the Supplier is in material breach of the Agreement and the General Terms, and if the breach is capable of remedy, the Supplier has failed to remedy that breach within **14 days** after receipt of written notice from HKE;
- (b) the Supplier is in material breach of the Agreement and the General Terms and the breach is not capable of remedy;
- (c) an Insolvency Event occurs in respect of the Supplier;
- (d) a change in Control of the Supplier occurs;
- (e) the Supplier commits multiple or recurring breaches, whether or not remedied;
- (f) an event of Force Majeure continues for more than **10 days**; or
- (g) the Supplier fails to comply with its anti-bribery and corruption obligations under clause 17;
- (h) the Supplier fails to comply with its obligations under clause 18.

15.3 Termination by the Supplier for HKE's late payment

- (a) The Supplier may issue HKE a written notice that payment is overdue if:
 - (i) HKE fails to pay one or more undisputed amounts due and payable under the Agreement;
 - (ii) the amounts due and payable are more than **45 days** overdue;
 - (iii) such failure or failures amount(s) to a material breach by HKE, and
- (b) If HKE fails to pay the Supplier within **60 days** after the date of the notice under this clause 15.3(a) and the undisputed amount that remains overdue is more than **50%** of the total invoiced amount, the Supplier may, by a further written notice to HKE, terminate the Agreement.

15.4 Obligations of the Supplier after termination

On expiry or termination of the Agreement, the Supplier must immediately deliver to HKE all relevant documentation which are owned by HKE and any of HKE's Confidential Information, Developed Material, HKE Material and HKE Data in a format reasonably requested by HKE.

15.5 Survival

The termination or expiry of the Agreement does not affect those provisions and those obligations of a party which by their nature survive termination.

16 Termination assistance

On notice of termination or from 90 days prior to expiry (whichever is earlier) of the Agreement, the Supplier must, at no cost, provide HKE with the assistance HKE requests to allow for a smooth transition to any new supplier.

17 Publicity and branding

The Supplier must not make any public notification in relation to the Agreement or use any HKE trademark or branding without the prior written consent of HKE.

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18 Anti-Bribery and Corruption

18.1 Supplier represents, warrants and undertakes that:

- (a) neither it nor any of its Affiliates, Personnel and sub-contractors or sub-agents, has engaged in any activity or conduct which would violate any applicable anti-corruption laws or regulations in any applicable jurisdiction and each member of its group has instituted ("Anti-bribery Laws") and maintains policies and procedures designed to prevent violation of such laws and regulations;
- (b) it is in compliance with the Expectations of Business Partners Policy of HKE;
- (c) it is in compliance with all applicable Anti-bribery Laws in connection with the performance of the Agreement;
- (d) in the event it subcontracts any of its rights or obligations under the Agreement and the General Terms to a sub-contractor or sub-agent pursuant to the terms of the Agreement, Supplier shall ensure that every sub-contractor or sub-agent contains anti-bribery terms at least equivalent to those imposed on the Supplier, whether contained in the Agreement or agreed separately; and
- (e) Supplier shall promptly report to HKE any breach or potential breach of this provision in connection with the performance of the Agreement.

18.2 HKE may terminate the Agreement with immediate effect if it believes that Supplier or any of its personnel has breached this provision and/or otherwise has committed a violation of the Anti-bribery Laws.

19 Sanctions, Import Controls and Export Controls

19.1 The Supplier represents and warrants to HKE that:

- (a) neither the Supplier, nor any of its Personnel is:
 - (i) currently subject to any Sanctions; or
 - (ii) aware of, or has taken any action that could result in, a breach of any Sanctions; and
- (b) the Supplier will comply with all applicable Sanctions, Import Controls and Export Controls.

19.2 The Supplier must:

- (a) conduct its business (including with respect to the use of Fees or any other proceeds received in connection with the Agreement), supply the Services, and provide the Products in compliance with Sanctions, Import Controls and Export Controls;
- (b) not cause HKE, its Affiliates or any Cathay Group Entity to breach any applicable Sanctions, Import Controls or Export Controls;
- (c) implement procedures reasonably designed to ensure it and its Personnel comply with Sanctions, Import Controls and Export Controls in respect of activities under the Agreement, including by implementing procedures reasonably requested by HKE;
- (d) obtain all required government authorisations, including export licences or exemption authorisations applicable to the Agreement and, where requested by HKE, provide a copy of such authorisations;
- (e) promptly notify HKE if it believes that it is unable to perform its obligations under the Agreement as a result of Sanctions, Import Controls or Export Controls and, subject to HKE's approval, adopt measures to permit continuity of the Agreement;
- (f) where the Supplier notifies HKE under clause 19.2(e), the Supplier must work with HKE to agree, within a reasonable period of time, a practical solution to permit continuity of the

Agreement in a manner compliant with applicable Sanctions; and

- (g) ensure the compliance of its Affiliates and their Personnel with the obligations set out in clause 19.2(a).

19.3 If:

- (a) any representation or warranty given in clause 19.1 is or becomes misleading or is no longer accurate; or
- (b) the Seller fails to comply with its obligations under clause 19.2;

(a "Clause 19 Breach") then without prejudice to any other remedy which HKE may have, HKE may terminate the Agreement immediately by notice to the Supplier and HKE shall not be liable for any loss or damage or other costs or expenses of any kind whatsoever that the Supplier may suffer as a result of such termination.

The Supplier indemnifies HKE and its Personnel against any liability incurred or suffered by any of them arising out of any Clause 19 Breach.

20 Notices

All notices and consents must be in writing and sent to the physical addresses, email addresses or fax numbers for notices specified in the Agreement, or such other address as may be updated by a party with prior notice to the other party.

21 Dispute resolution

If a party considers that a dispute has arisen, it may give a dispute notice to the other party, which must be in writing and set out the details of the dispute. If the parties have not been able to resolve the dispute within 20 Business Days after the issuance of that notice either party may commence legal proceedings in relation to the dispute.

22 Miscellaneous

22.1 Force Majeure

If a party fails to perform an obligation under the Agreement and the General Terms by reason of Force Majeure, that party will not be liable to the other for such failure.

22.2 Assignment

The Supplier must not assign the Agreement and the General Terms or any right under it without HKE's prior written approval.

22.3 Severability

If a provision of the Agreement is void, unenforceable or illegal, it is severed from the Agreement and the General Terms.

22.4 Amendment

The Agreement may only be varied by written agreement between the parties.

22.5 Waiver

None of the provisions of the Agreement and the General Terms may be waived, discharged or released, except in writing.

22.6 No exclusivity and no volume commitment

The Agreement does not grant the Supplier an exclusive right to supply HKE any Services which HKE may require from Supplier, and HKE may contract with third parties for the procurement of comparable or similar services. Nothing in the Agreement shall be construed as creating a minimum commitment for business on the part of HKE.

22.7 No Partnership or Agency

Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture or agency between any of HKE or the Supplier, or otherwise authorises any party to make or enter into any commitments for or on behalf of the other party. The

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Supplier and HKE each confirms it is acting on its own behalf and not for the benefit of any other person.

22.8 Third party rights

The Agreement and the General Terms does not give a third party any rights to enforce any term of the Agreement.

22.9 Entire agreement

The Agreement and the General Terms contains the entire agreement between the parties. Any terms or conditions appearing on the face or reverse side of any Supplier quotation,

acknowledgement, order, confirmation, or other document(s) that are different from or in addition to those contained hereunder shall not be binding on the parties, even if signed and returned, unless the parties expressly agree to be bound by such separate or additional terms and conditions by a written amendment agreement.

22.10 Governing law and submission to jurisdiction

The Agreement and the General Terms is governed by the laws of Hong Kong. Each party submits to the non-exclusive jurisdiction of the courts of Hong Kong.