

## Our Business Relationship (January 2008)

### 1. Introduction

Mayer Brown is a global legal services organisation comprising legal practices that are separate entities ("**Mayer Brown Practices**"). The Mayer Brown Practices are: Mayer Brown LLP, a limited liability partnership established in the United States (the "**US Partnership**"); Mayer Brown International LLP, a limited liability partnership incorporated in England and Wales (the "**English Partnership**"); and JSM, a Hong Kong partnership, and its associated entities in Asia. (the "**HK Partnership**"). The Mayer Brown Practices are known as Mayer Brown JSM in Asia.

These are the general terms which will apply to the services provided to you by the HK Partnership ("**we**" or "**us**"). When you instruct us on a new matter we will normally send you a letter (an "**Engagement Letter**"). The terms of that letter (if any) and these terms of business will together form the contract between us (the "**Engagement Contract**") for that matter.

### 2. US Partnership and English Partnership

You agree that we may, where appropriate, as agent on your behalf, engage the US Partnership and/or the English Partnership to work alongside us on a matter on their standard terms of engagement, copies of which will be supplied to you on request.

You agree that you are not a client of the US Partnership and/or the English Partnership unless we have engaged the US Partnership and/or the English Partnership on your behalf as described above, or you have an agreed engagement directly with them.

### 3. How we calculate our charges

#### 3.1 Our charges

Our charges are calculated in accordance with the Legal Practitioners Ordinance which allows us to take into account a number of issues, such as the specialised skill and knowledge required; complexity and difficulty of the factual and legal issues involved; number and importance of documents prepared or perused; place and circumstances where business is transacted; time expended; value of the matter; urgency required; seniority of the professional staff engaged and the importance of the matter.

#### 3.2 US Partnership / English Partnership charges

Where in relation to a matter we have engaged on your behalf the US Partnership and/or the English Partnership we will, if appropriate, include their fees and expenses in our bill unless you ask us to arrange for them to bill you directly. Such fees and expenses may, to meet VAT requirements, be expressed as a separate disbursement.

### 4. Fee estimates and fixed fees

#### 4.1 Estimates

An estimate is our indication of our likely charges for dealing with the matter concerned based on the information known to us at the time the estimate is given. An estimate is subject to revision and is not binding upon us.

#### 4.2 Fixed fees

A fixed fee is a proposal by us to deal with a specified matter for a stated fee. If we undertake work outside the agreed scope we will charge for it on the basis referred to in paragraph 3 (*How we calculate our charges*).

### 5. Disbursements and other expenses

#### 5.1 Disbursements

We will invoice you for additional expenses incurred, including photocopying, international telephone calls, fax, postage and courier charges, overtime charges for support staff, as well as stamp duty, barristers' fees, court filing fees and/or search fees where appropriate. Our bill will provide you with an itemised breakdown of these expenses.

#### 5.2 Authority to pay expenses

By instructing us you confirm our authority to pay any expenses necessary or desirable to achieve your objective. However, we will consult with you before engaging barristers, foreign lawyers or experts for whose fees you will be responsible.

### 6. Payment on account

We may from time to time ask you to make a payment to us on account of our charges and expenses. We will credit it against payment of your bill(s).

### 7. Payment terms

#### 7.1 Timing of bills

We may bill your matter at regular intervals while the matter is in progress. A final bill will be sent to you after the matter is completed. If for any reason your matter does not proceed to completion, you will be responsible for our charges and expenses incurred until we are informed that the matter has terminated.

#### 7.2 Settlement and interest

Our bills are payable on receipt. We reserve the right to charge interest on bills that are overdue for thirty days at the rate of the Hong Kong dollar prime lending rate of The Hongkong and Shanghai Banking Corporation Limited.

#### 7.3 Withholding amounts

We do require payment of our bills without any deduction or withholding on account of taxes or charges of any nature. If a deduction or withholding is required by law, you will be responsible for paying such additional amount as is necessary so that we receive the full amount of the bill.

### 8. File and information management

#### 8.1 Format and retention of files

We keep our files partly in paper form and partly in electronic form. We will retain files relating to your matters for a reasonable period after the matter is closed and may at the end of that time dispose of them without notice to you. We will not destroy original signed documents you ask us to deposit in safe custody.

#### 8.2 Costs of retrieval of files and documents from storage

If, after a matter is closed, you ask us to retrieve any material belonging to you from the file we will do so without passing on the direct cost of retrieval. However, we may charge you for time spent in complying with your request and answering any enquiries from you. We may also charge for delivery to you of any materials.

#### 8.3 Copyright

Unless we expressly agree otherwise, the copyright in the original materials which we generate for you belong to us. However, the fees you pay for our work permit you to make use of that material for the purpose for which it is created.

#### 8.4 Our knowledge management system

Unless you expressly ask us not to do so, we may from time to time place material relating to matters on which you instruct us on our knowledge management database, which is accessible only by Mayer Brown Practices personnel.

### 9. Electronic communications

#### 9.1 Use of email

Where we communicate with you by electronic means, we accept no liability for non-receipt, or late receipt, by you of such communications or for any corruption in the information communicated to you or its disclosure to other parties.

#### 9.2 Virus checks

Although we regularly carry out virus checks, we advise you to carry out your own virus checks on all your systems, data and communications (whether in the form of computer disc, email,

internet or otherwise). We accept no liability for any viruses that may enter your system or data by these or any other means.

### 9.3 Hardcopy format is definitive

For your convenience, documents may be made available to you in electronic as well as hardcopy format. In the case of discrepancy, the signed hardcopy should be regarded as definitive.

## 10. Money laundering legislation

### 10.1 Notification to an Authorised Officer and consent

Under money laundering legislation we are required to put in place procedures to prevent money laundering. If we know or suspect (or have reasonable grounds for suspecting) that a matter or transaction involves money laundering we may, in accordance with our statutory obligations and those procedures, make a notification of our knowledge or suspicions to an Authorised Officer.

You should be aware that, depending on the circumstances, we may be precluded from seeking your consent or informing you that we have made a notification.

You agree that we may make any notifications which we consider appropriate to comply with money laundering legislation and our anti-money laundering procedures. Provided that we act in good faith, we shall be entitled to do so whether or not we are under a legal duty to make the notifications in question.

### 10.2 Verification requirements

The money laundering legislation and our internal procedures require us to verify the identity of clients, and to conduct other background checks. We are required to retain records of the identification obtained. We may also be required to make detailed enquiries as to the source of funds being used in relation to transactions on which we advise and the beneficial owner of them. We refer to these requirements as the ("**Verification Requirements**").

Where possible, we try to meet the Verification Requirements using information from public sources. However, we may need to ask you for (and retain) documents and other information for this purpose. You agree that we may provide copies of this information to any barrister or other adviser you instruct or whom we instruct on your behalf for their use in meeting the Verification Requirements.

We may delay commencing our work, decline to act or (if appropriate) cease to act if the Verification Requirements are not met to our satisfaction and within a reasonable period of time.

We may charge you in the normal way for work which we have to do and for expenses incurred for the purpose of meeting the Verification Requirements.

### 10.3 Use of client account

Our client account facilities are provided, at our discretion, in order to receive, hold and transfer funds in connection with a matter on which we are acting for you. Any receipts into our client account which are not expected or which do not correspond to the particulars we have been provided may be retained pending further investigation or returned to the sender. Therefore we require advance notice of all receipts and the reasons for them.

## 11. Confidentiality, disclosure and conflicts of interest

### 11.1 Confidentiality

We owe a common law duty of care with respect to confidential information given to us during the course of our engagement and we will not disclose such information except in the circumstances set out in this paragraph 11. We owe the same duty of confidentiality to others who are, or have been our clients. Accordingly you agree that if at any time we possess information in respect of which we owe a duty of confidentiality to a former or another current client, we may act for you, subject to our rules of professional conduct even though the information may be material to a matter on which we have received instructions from you. You agree that we will not be required to disclose such information or use it on your behalf.

### 11.2 Disclosure to certain third parties

Our duty to keep information relating to you or matters on which we are acting, or have acted, for you confidential is subject to any disclosures we consider in good faith we are required to make to any police, governmental, regulatory or supervisory authority in connection with statutory or regulatory obligations (including those described in paragraph 10 (*Money laundering legislation*)) or in

accordance with any internal procedures which we have put in place to meet those obligations.

You also agree that we may, when required by our insurers, auditors or other advisers, provide to them information relating to you or details of a matter or matters on which we are acting or have acted for you.

### 11.3 Disclosure to US Partnership and/or English Partnership

You agree that we may disclose confidential information relating to you, or matters on which we are acting for you, to the US Partnership and/or the English Partnership. The US Partnership and/or the English Partnership has/have agreed to be bound by the same duty of confidentiality that we have to you in relation to any such information.

### 11.4 Disclosure for promotional purposes

Unless you inform us otherwise, you agree that we may include, in a list of matters which we use for promotional and internal purposes, the fact that we represent you, the names of the parties, the dollar value of the matter (if relevant) and a general description in respect of all matters which have been publicly disclosed on which we represent you.

### 11.5 Inside Information

If you are a company which has, or which is the subsidiary of a company which has, securities which are listed on a recognised exchange, you will notify us if a matter on which we are advising you is or becomes inside information in relation to that company or its securities following which we will institute our internal procedures relating to the handling of that information.

### 11.6 Conflicts of interest

You agree that, without detracting from our duty of confidentiality to you and subject to our rules of professional conduct, we may now or in the future without your consent act for your competitors or other clients whose interests are or may be opposed to or in conflict with yours or those of members of your Group including in litigation or other forms of dispute resolution. However, where we are acting for you on a matter, we will not act for another client on the matter unless and to the extent that we are permitted to do so by such rules.

If you become aware of a possible conflict of interest between you and another client for whom we act in a particular matter, you should raise it immediately with us. If a conflict of this nature arises, you agree it will be up to us, taking account of legal constraints, applicable professional rules and your and the other client's interests and wishes to decide whether we should continue to act for both parties, for one only, or for neither.

### 11.7 Conflicts of interest and confidentiality

Subject to our rules of professional conduct you agree that where we have information in respect of which we owe you a duty of confidentiality and which is or may be material to a matter on which we have received instructions from another client we will not be prevented from acting for that other client, nor will we require your further consent to act for that other client, provided we put in place arrangements which are reasonably appropriate in the circumstances to ensure that the confidentiality of the information is maintained.

### 11.8 References to US Partnership and the English Partnership

In this paragraph 11 (other than paragraph 11.3) references to "**we**" or "**us**" or "**our**" shall include the US Partnership and the English Partnership unless you are or become a client of the US Partnership and/or the English Partnership by directly engaging it, in which event the terms of that engagement shall apply to that relationship.

## 12. Exclusions and limitations on our liability

### 12.1 Proportional liability

If you have agreed with any other adviser any limitation, we will not be liable for anything you could have claimed from that adviser but could not because of that limitation.

### 12.2 No claim against individual employees/partners

You agree not to bring any claims against any of our partners, directors, officers, consultants, employees or agents personally. This restriction will not operate to exclude our liability for the acts and omissions of our employees performed under our supervision or within the scope of the employee's contract of employment with us.

### 12.3 Limitation of liability for compliance with money laundering and other legislation

If and to the extent we cause you loss or damage or delay by actions we take in good faith to comply with money laundering legislation or our internal anti-money laundering procedures or any other statutory or regulatory obligations, our liability to you (if any) will not exceed an amount equal to the minimum level of insurance cover required from time to time under the Solicitors (Professional Indemnity) Rules.

### 12.4 Limitation on exclusions

None of the exclusions and limitations in this paragraph 12 will operate to exclude or limit any liability to the extent that we are precluded or restricted from excluding or limiting such liability by law or any applicable rules of professional conduct.

## 13. Third Parties

### 13.1 No third party reliance

The services provided by us to you are solely for your benefit and we accept no responsibility to anyone else. Should you wish to pass any advice we have provided to a third party, we will not accept liability to that third party.

### 13.2 Liability in respect of other parties

If you ask us to introduce other professional consultants to you, we will endeavour to do so. Unless agreed otherwise, you will be responsible for payment of their fees and charges directly. Any advice given by them will be their responsibility direct to you and not ours, and we shall not be liable for any act or omission by them.

## 14. Termination of our relationship

### 14.1 Your right to terminate

You have the right to end your relationship with us at any time. If you decide to end our relationship, we have the right to exercise a lien over (that is, retain) the deeds, documents, monies and other items held for you until our bills are paid in full.

### 14.2 Our right to terminate

We have the right to end our relationship with you at any time. Examples of when this may be necessary include:

- if in our opinion a conflict of interest arises
- if any payment due to us, or reasonably required by us on account of fees or expenses, is not made
- if we are unable to obtain full or adequate instructions from you
- if we determine that the relationship of trust and confidence necessary between solicitor and client does not exist or
- if we consider that it would be inappropriate, in the light of our professional rules, for us to continue to act.

### 14.3 Payment of fees on termination

If we or you decide that we will no longer act for you, you will be responsible for our charges and expenses incurred before termination, plus any further charges and expenses for work necessary to transfer our files to another adviser of your choice.

### 14.4 Terms continue to be binding

These terms will continue to be binding on each of us notwithstanding such termination.

## 15. Severance of terms

If all or any part of an Engagement Contract is or becomes illegal, invalid or unenforceable in any respect, then the remainder of the Engagement Contract will remain valid and enforceable.

## 16. Force majeure

We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us we shall notify you as soon as reasonably practicable.

## 17. Associated Persons

In relation to any matter, unless the Engagement Letter expressly states otherwise, you agree to and accept the provisions of the Engagement Contract on your own behalf and as agent for each Associated Person. You confirm that you have or will have authority to retain us on behalf of each Associated Person. You will procure that each Associated Person will act on the basis that they are a party to and are bound by the relevant Engagement Contract. All references in these terms of business (other than in this paragraph 17) and in the Engagement Letter to "**you**" (and derivatives of it) will mean you and each Associated Person.

## 18. Definitions

In these terms of business and in the Engagement Letter:

"**Authorised Officer**" means any police officer; any member of the Customs and Excise Service and any other person authorised by the Secretary of Justice for the purposes of the Ordinances including any officer of the Joint Financial Intelligence Unit, as stipulated by section 2 of the Drug Trafficking (Recovery of Proceeds) Ordinance (Cap.405) and the Organized and Serious Crimes Ordinance (Cap.455), as well as any member of the Immigration Service and any officer of the Independent Commission Against Corruption, as stipulated by section 2 of the United Nations (Anti-Terrorism Measures) Ordinance (Cap.575);

"**your Group**" means you and your subsidiaries and subsidiary undertakings and any holding company or parent undertaking you may have and all other subsidiaries and subsidiary undertakings of any such holding company or parent undertaking;

"**Associated Person**" in respect of a matter means any member of your Group which is a recipient of and is legally entitled to rely on our services in relation to that matter;

a "**matter**" means a transaction, case or other matter upon which at any time you instruct us to advise you;

"**our services**" means the services to be provided by us to you as described in an Engagement Letter and any other services provided by us to you;

Any reference to an Ordinance or a statutory provision includes any consolidation, re-enactment, modification or replacement of the same from time to time.

## 19. Governing law

These terms, and the services we provide to you, are governed by Hong Kong law. You agree to submit irrevocably to the exclusive jurisdiction of the Hong Kong Courts in the event of any dispute arising between us. You acknowledge that we may bring proceedings against you in any other jurisdictions at our option in relation to any such dispute.