

Terms and Conditions for HGC Secured Broadband Service (“Service”)

1. This offer is applicable to HGC Global Communications Limited (“HGC”) selected buildings only.
2. Installation work will be arranged within office hours (Monday to Friday: 09:00-17:30; Saturday: 09:00-13:00, except Sunday and public holidays). Overtime charge will be required for installation work to be carried out during non-office hours.
3. The above monthly service fee and installation fee only cover:
 1. Standard installation work which refers to installation work conducted by HGC using common facilities available at the building, which includes cable, trunking, raiser etc., with permission to use these facilities without additional charge to HGC.
 2. Standard Statement-of-Works (“SOW”) set out in the relevant customer proposal provided by HGC and agreed by the Customer and other value-added service (“VAS”) set out herein.

Customer shall be liable to pay any extra charge that may be incurred for any installation work which is outside the scope of standard installation work or standard SOW that is not planned or beyond normal provision of the services, including but not limited to high-platform setup, opening ceiling, fixing promat, special ceiling, fixing promat, special internal wiring, dedicated trunking, internal trunking, civil works, wayleave dues, Customer premise equipment, maintenance or site visit for non-HGC network, any surcharges imposed by the building management office (“BMO”), incorporated owner of committee, contractor or any third parties for the provision of the services, etc. The extra charge is subject to the cost, complexity, effort involved and the availability of resources.

4. Customer agrees to subscribe for the Service and all other related VAS during the Fixed Contract Period as set out above (collectively the “Services”) and effect the same as from the above service request date or any other date as mutually agreed between Customer and HGC. Customer acknowledges and agrees that the availability and actual activation date of the Services shall be subject to the final confirmation by HGC, and which confirmation may be affected by and subject to HGC’s network coverage, capacity, internal trunking within building, site constraints, site survey results, approvals from BMO (if any), licenses from various relevant Government authorities (if any), credit approvals and any other reasons beyond the control of HGC. Customer acknowledges and agrees that notwithstanding the final confirmation by HGC as aforesaid, the installation services for effecting the Services, the provision of the Services and the quality of the Services provided by HGC shall actually be subject to and conditional upon the circumstantial factors of the installation site and/or the environment and condition of where the Services are to be

effected and used. Customer further acknowledges and agrees that HGC shall at its sole and absolute discretion accept, reject, cancel, withdraw and/or vary any part of the subscription of the Services or otherwise by customer or the provision of the Services to Customer without incurring any liability therefrom.

5. Customer shall give 3 working days' advance notice to HGC for any change of the above service request date. HGC is entitled to charge Customer an administration fee of HK\$2000 for each re-scheduling of service request date. Estimated rescheduled service delivery lead-time: 10 working days upon receipt of rescheduling request.
6. IP address range allocated previously will be changed after relocation, upgrade or downgrade of business broadband services. For multiple fixed IP customer subscribed Secured Broadband service (CPE-less version), the number of usable IP will further minus 2 for Secured Broadband service provisioning. (e.g. For 8 fixed IP broadband, the usable IP will be changed from 5 to 3). If the number of requested fixed IP addresses by a customer exceeds the maximum usable fixed IP address, the customer is obligated to upgrade IP block with additional charge.
7. The relevant bandwidth mentioned above is available only at selected buildings and selected floors, due to wiring issue or other physical constraints within the buildings. It refers to the maximum bandwidth that may be achieved between a Customer's premises and the broadband equipment of the relevant building, which may be different from the actual speed performance that a Customer may experience. The attainment of the relevant bandwidth depends on various factors including but not limited to HGC network coverage, building infrastructure and performance and configuration of computers. Upload and download speeds of overseas websites will be substantially lower than local websites.
8. HGC reserves its right to refuse any task request at its sole discretion if HGC considers such request as inappropriate and/or out of the scope of such Service.
9. The Customer hereby acknowledges and agrees that immediately upon expiry of the Fixed Contract Period of the Service, such contract(s) will be automatically renewed on a yearly basis ("Renewal Period") and the Service will be continued. HGC shall be entitled to charge the Monthly Charge at the prevailing standard monthly service fee(s) as shall be determined by the HGC from time to time or at the standard monthly service Fee as set out in this offer (whichever is the higher) unless and until terminated either by the HGC or by the Customer as set out herein.
10. In the event maintenance support is required, such support will be provided within office hours (Monday to Friday: 09:00-17:00). Any maintenance support requested during non-office hours will incur additional expenses and the Customer shall be liable to pay for such expenses. The response time for remote diagnosis and on-site maintenance/repair work is next business day.

11. The Customer shall not use the Service to conduct any activity which is fraudulent and/or which violates any applicable law or regulation, infringes rights of any party or breaches these terms and the terms of use of any third party SaaS (software as-a-service) application linked or connected to the Service ("Third Party Application"). No Service, nor any portion thereof, may be used by or on behalf of, accessed by, re-sold to, rented to, or distributed to any other party.
12. Customer agrees that HGC has no control over the Third Party Applications nor the content or information posted therein. HGC shall have no responsibility or liability whatsoever in connection with any Third Party Application. Third Party Applications may have terms of use and privacy policies that are different from those herein. You are responsible to review such terms and policies at the third parties' websites' respective privacy notices and terms of service.
13. If HGC Secured Broadband Service is subscribed, the Internet traffic will be routed out via public cloud provider where the malicious software protection of HGC and/or third-party service provider is hosted. This Service performance is subject to the service characteristic of malicious software protection in which HGC has no control.
14. All payments of the Service are NOT refundable, transferrable nor redeemable for any other goods and services.
15. If any Customer's payment is overdue on payment due date, then (a) all remaining charges due under this Offer shall accelerate and become due and payable on payment overdue date; and (b) HGC may (i) charge interest on overdue amounts at 2% per month on a daily basis (or the highest rate permitted by law, if less) from the payment overdue date until paid in full, and (ii) suspend and/or terminate the Services without any liability.
16. Customer must give HGC one month's prior written notice for termination of the Services. In the event of such termination or where HGC terminates the Services due to Customer's default during the Fixed Contract Period, Customer agrees to pay to HGC an early termination charge equivalent to the monthly services fees multiplied by the number of months remaining of the Fixed Contract Period.
17. Customer hereby acknowledges and agrees that immediately upon expiry of the Fixed Contract Period of the Services, such contract(s) will be automatically continued and renewed on a monthly basis upon the same terms and conditions as set out herein (except that the monthly fee will be charged at the prevailing standard monthly service fee(s) as shall be determined by HGC from time to time or at the standard monthly service fee as set out in this order form (whichever is the higher)) unless and until terminated either by HGC or by Customer.
18. Termination of the Services will automatically lead to termination of any VAS subscribed for.

19. Invoices will be sent to Customer's designated e-mail address. Customer may login through the HGC e-Bill portal to view the invoices issued to Customer. If Customer requests for a postal invoice, a service fee of \$30 or of any other amount as shall be determined by HGC from time to time (whichever is higher) will be charged for every copy of postal invoice. Monthly service fee will be billed a) in advance for recurrent and b) in arrears for non-recurrent or usage-based charges. Detailed payment instructions will be shown in the invoice.
20. Equipment provided by HGC must be returned in its original form and condition upon service termination. Customer must not copy, reproduce, re-configure, reverse engineer, decompile or disassemble the equipment in any manner. Equipment cost of HK\$6,000 will incur for any loss or damage to such equipment.
21. Separate set of terms and conditions applies to any VAS subscribed for.
22. All quoted pricing, discount, and provisioning details in this offer should be treated as strictly confidential and apply only within the validity period. All such information should strictly be used by the recipient for the purpose of order evaluation and should not be disclosed to any third party except with the explicit written permission of HGC. HGC reserves the right to amend pricing, discount, provisioning detail etc. in this transaction by serving notice to the recipient before order is placed to us according to the terms and conditions stated in this order form.
23. This offer supersedes all understandings or prior agreements, whether oral or written, between Customer and HGC in relation to the service specified in this offer.
24. This offer is subject to HGC's final notice. HGC reserves the right to change the terms and conditions of this offer at any time without prior notice and shall have final decision in case of any dispute. For details, please contact our account manager for enquiry and refer to the offer.
25. This offer is subject to HGC's General and Special Terms and Conditions, and Special Terms and Conditions for HGC Business Broadband any conflict between the terms and conditions specified in this offer and the Terms and Conditions, the former will prevail.

Indemnity

26. The Service may be provided by either HGC alone or HGC together with a third party service providers and/or the original manufacturers ("Vendor"). The Customer acknowledges and accepts that use of the Service will also be governed by the applicable end-users' license agreement, the terms and conditions issued by the HGC and/or the Vendor (as the case may be) which may be subject to change from time to time without prior notice.
27. Under no circumstances shall HGC, its affiliates, employees, agents or sub-contractors be liable for any losses or damages to Customer arising from directly or indirectly out of the

use of the Service and the service provided, any suspension, damage or malfunction of the CPE and the services for whatever reason.

28. "AntiVirus service scans user's incoming emails accessible through HGC POP mail server only. HGC cannot and does not guarantee 100% of removal of ALL viruses. HGC will not be liable to Customer for any damages or loss that might be incurred due to any virus. HGC makes no warranties, express or implied, as to the Email Service and shall not be liable to Customer or any third parties for any failure, malfunction or non-performance of the same or otherwise in relation to the use of the Email Service. HGC specifically disclaims all implied warranties, including implied warranties of merchantability, fitness for purpose, title or non-infringement of third party rights of the Email Service."

a. HGC shall not be liable to Customer or any other party for any indirect, special, consequential or contingent loss, incidental or punitive damages and whether foreseeable or not, including without limitation any financial loss or loss of profit, business, anticipated saving, revenue, data, goodwill or use of any equipment and all associated and incidental costs and expenses.

b. In any event, HGC shall not be under any liability whatsoever (whether in tort or contract or otherwise) to Customer or any third party for any costs, expense, loss, damage or compensation arising out of or in connection with any third party cyber-attacks, hacks, denial of service attacks, worms, Trojan horses, virus, malware or other similar codes of devices.

c. Notwithstanding other provisions stated herein, the aggregate liability of HGC and any other suppliers / licensors engaged by HGC to the Customer under this offer shall be limited to (a) the total amount of service fee which HGC received from Customer during the six months' period preceding the event or circumstances giving rise to such liability; or (b) the monthly services fees multiplied by the number of months remaining of the Fixed Contract Period counting from the event or circumstances giving rise to such liability, whichever is lower.

Privacy

29. Privacy Policy. Customer acknowledges and agrees that use of Services (and any other HGC's products and services) is subject to the processing of information (which might contain personal information) pursuant to HGC's Privacy Policy, which is available at <https://www.hgc.com.hk/privacy-policy-and-personal-information-collection-statement> and which is incorporated herein by reference ("Privacy Policy").

30. Data Transfer. Any transfer by HGC of Personal Data (as defined in the EU's General Data Protection Regulation (GDPR) (2016/679/EC)) outside the European Economic Area will be in compliance with the Standard Contractual Clauses published by the European Commission's decision of June 4, 2021
31. Authorizations. Customer is responsible for obtaining all necessary authorizations, approvals, consents and permits per the applicable law (if any) for: (i) providing the data Customer shares with HGC in connection with the Services and/or Customer's communication with HGC; and (ii) HGC's processing and storing of such data in accordance with the Privacy Policy.

Intellectual Property

32. All right, title, and interest in and to the Services, including, without limitation, any technologies, products, services and intellectual property rights in connection with the Services, and any improvement or derivative work in connection therewith shall remain with HGC and/or its licensors. The Services are protected under international copyright, trademark and trade secret and patent laws. The license granted herein does not constitute a sale of the Services or any portion thereof.
33. HGC shall pay all costs, liabilities, damages and other amounts finally awarded against Customer from an action, to the extent based on a third-party claim that the Customer's use of the Services (excluding any Third Party Applications) in accordance with these Terms and within the Permitted Scope, directly infringes any US or EU patent or trademark issued as of the date of Customer's Service Order or any copyright or trade secret, provided that (i) Customer promptly notifies HGC of any and all threats, claims or proceedings potentially implicating the indemnity obligations set forth in this Section 8.1 and prior to taking any action which could adversely impact the defense; and (ii) HGC is given reasonable assistance and the opportunity to assume sole control over the defense of the claims and/or allegations for which indemnity is sought under this Section 8.1 as well as sole control over all negotiations for a settlement or compromise of those claims. HGC will not be responsible for any settlement it does not approve in writing in advance and/or for any allegation of trade-secret misappropriation, other than one based on an allegedly wrongful act of misappropriation by a HGC employee or agent. If a Service is, or in HGC's opinion is likely to become, the subject of a claim, suit, or proceedings of infringement, HGC may in its sole discretion: (i) procure, at no cost to Customer, the right to continue using such Service; (ii) replace or modify the Service, at no cost to Customer, to make it non-infringing (even if that modification materially impacts the value or utility of the Service), or (iii) terminate the license for the infringing Service and grant a refund credit thereon as depreciated on a monthly basis and reflecting the remaining Service subscription term.

THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF HGC WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE SERVICES AND IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT. The foregoing indemnity obligation of HGC does not apply with respect to a Service or portions or components thereof: (i) not provided by HGC, (ii) made in whole or in part in accordance with Customer's specifications, (iii) which are modified by anyone other than HGC, if the alleged infringement relates to such modification, (iv) combined with other products, services, processes or materials where the alleged infringement relates to such combination, (v) where HGC could not be held liable for inducing or contributing to infringement of Customer's asserted claims; (vi) with respect to which a claim or allegation of infringement was first made prior to the date of Customer's Service Order; (vii) where the claim arises because of Customer's decision to offer indemnity to a third party that is greater in scope than the indemnity offered herein; or (viii) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement. HGC also shall have no indemnity obligation for legal fees, costs or expenses Customer incurred prior to the time Customer provide HGC both (a) notice of the claim and (b) materials from which HGC could reasonably determine that indemnity is owed. Customer will indemnify HGC and its officers, directors, agents and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement or misappropriation excluded from HGC's indemnity obligation by this Section.

Customer agrees to defend, indemnify and hold harmless HGC, its vendors, officers, directors, employees, affiliates, subsidiaries, licensors, agents and suppliers from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) Customer's unauthorized use of the Services; (ii) Customer's violation of any applicable laws, regulations or third party rights, including, without limitation, any intellectual property rights or privacy rights, in connection with Customer's use of the Services; and (iii) Customer's violation of any of these Terms or the applicable terms of a Third Party Application.

34. A. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. HGC DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THEIR OPERATION OR USE WILL BE UNINTERRUPTED OR ERROR FREE. HGC DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

B. Customer is solely responsible for adequate protection and backup of the data and equipment used in connection with the Services. HGC does not guarantee that the

information accessed by the Services will be accurate or complete. Customer acknowledges that performance of the Services may be affected by any number of factors, including without limitation, technical failure of the Services, the acts or omissions of third parties and other causes reasonably beyond the control of HGC. Certain features of a Service may not be forward-compatible with future versions of such Service, and use of such features with future versions of such Service may require to purchase the applicable future version of the Service. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, IN NO EVENT WILL HGC BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THESE TERMS AND THE SERVICES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR: (I) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), OR FOR LOSS OF OR CORRUPTION OF DATA, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, IRRESPECTIVE OF WHETHER HGC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) THE THIRD PARTY APPLICATIONS AND YOUR SYSTEMS, INCLUDING, WITHOUT LIMITATIONS THE PERFORMANCE OF THE THIRD PARTY APPLICATIONS AND YOUR SYSTEMS AND ANY CONTENT THEREIN. HGC'S MAXIMUM LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE LICENSE FEE RECEIVED BY CHECK POINT FOR THE PARTICULAR SERVICE SUBSCRIPTION LICENSE WHICH CAUSED THE DAMAGES.

35. No Obligations. Notwithstanding anything herein to the contrary, HGC has no obligation to provide support, maintenance, upgrades, modifications, or new releases for Services.

36. COMPLIANCE WITH LAW.

A. Sanction. The Customer further represents and warrants that it is not now and has never been and will not be listed or named as, nor has it ever acted directly or indirectly for or on behalf of any person, group or entity or nation named in any executive order or by the United States Treasury Department or any other state or federal agency as a terrorist, or a "Special Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control ("OFAC") or any other governmental agency.

B. Anti-bribery. The Customer agrees to comply with the United States Foreign Corrupt Practices Act and any other applicable anti-bribery or anti-corruption laws. The Customer represents and warrants that neither the Customer, nor any Customer affiliate, director, officer, agent, employee, or other person acting for or on behalf of the foregoing (individually and collectively for purposes of this provision, a "Customer Affiliate") have violated the United States Foreign Corrupt Practices Act or any other applicable anti-bribery or anti-corruption laws, nor has any Customer Affiliate offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or

authorized the giving of anything of value, to any officer, employee or any other person acting in an official capacity for any Government Entity, as defined below, to any political party or official thereof or to any candidate for political office (individually and collectively, a "Government Official") or to any person under circumstances where such Customer Affiliate knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, for the purpose of: (1) influencing any act or decision of such Government Official in his official capacity, (2) inducing such Government Official to do or omit to do any act in violation of his lawful duty, (3) securing any improper advantage, (4) inducing such Government Official to influence or affect any act or decision of any Government Entity, or (5) assisting Company or its subsidiary in obtaining or retaining business for or with, or directing business to, the Customer or its subsidiary. "Government Entity" as used in the previous paragraph means any government or any department, agency or instrumentality thereof, including any entity or enterprise owned or controlled by a government, or a public international organization.

C. Any breach in this clause is considered a material breach incapable of remedy on part of the Customer.

37. A. Miscellaneous. This Order Form shall be governed and construed under the laws of Hong Kong. Any disputes arising under or in relation to this Order Form shall be resolved exclusively in Hong Kong Courts. Customer may not assign Customer's rights or obligations under these Terms without the prior written consent of HGC. If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of the provisions of these Terms shall remain in full force and effect. These Terms will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. These Terms sets forth the entire understanding and agreement between Customer and HGC.

B.Third Party Technology. Certain software programs and services provided by third parties ("Third Party Technology") may be provided for use as part of the Services, subject to the licenses of their respective proprietors. The provisions of these Terms shall apply to all Third Party Technology and to such third parties that have the right to grant licenses for the use of the Third Party Technology ("Third Party Technology Providers") as if they were the Services and HGC, respectively, unless they are specifically listed and addressed at, in which case, such Third Party Technology Provider's licenses terms will apply with respect to those specific Third Party Technology.

C. Additional Products and Services. Customer accepts and agrees that there may be use and installation of any software(s) of a third party vendor ("Vendor") which is not a Service

and/or any hardware product of the Vendor (collectively, "Products"), including, without limitation, those Products connected to or managed through the Vendor's platform/portal shall be governed by the relevant Vendor's End-user License Agreement available at the request of the Customer with your HGC sales representative, which is incorporated herein by reference. You accept and agree that once You connect a Product to Your network, device and/or the relevant Vendor's platform/portal account, such Product may automatically download and upload certain data, traffic and updates, to be used for the installation, operation and configuration of the Product.

D. Government Restricted Rights. This provision applies to Services acquired directly or indirectly by or on behalf of any government. The Services are commercial services, licensed on the open market at market prices. Any use modification, reproduction, release, performance, display, or disclosure of the Services by any government shall be governed solely by these Terms and shall be prohibited except to the extent expressly permitted by of these Terms, and no license to the Services is granted to any government requiring different terms.

E. Modifications. In the event HGC revises these Terms, HGC will publish a notice containing a link to the revised Terms or upload them to its public website. Customer agrees that Customer's continued use of the Service after such revisions have been made will constitute your acceptance of such revised Terms.

38. HGC may terminate these Terms upon Your breach of any of the provisions hereof that is not cured within thirty (30) days. These Terms will terminate immediately without notice from HGC if (i) You fail to comply with any material provision of these Terms, or (ii) Your rights to use the Services are expired or terminated for any reason. Upon termination of Your right to use the Services under these Terms, you agree to cease all use of the Services, and so certify to HGC. Except for Your rights to use Services and for maintenance and support and as expressly provided herein, the Terms hereunder shall survive any termination or expiration.
39. Fair Usage Policy (FUP) : Actual speeds of the Service may vary due to factors as network congestion, customer equipment, and usage patterns. Customer acknowledges that this FUP does not guarantee a specific sustained throughput, particularly in cases of unfair or excessive usage. Complaints regarding the bandwidth due to the FUP will not be entertained.