

CONDITIONS OF PURCHASE

COMPANHIA DE TELECOMUNICAÇÕES DE MACAU, S.A. ("CTM")

1. ACCEPTANCE

Supplier's signature on the front page of this Purchase Order (the "Order") shall constitute Supplier's acknowledgement and acceptance of these Conditions of Purchase (the "Conditions"), as may be supplemented by any instructions printed in the Order.

2. SUPPLIER'S CONDITIONS

These Conditions shall override any terms and conditions referred to or imposed by the Supplier which are inconsistent with these Conditions. Additional instructions in the Order and these Conditions shall not be binding upon CTM unless otherwise expressly accepted in writing by CTM.

3. DELIVERY/COMPLETION DATE

Delivery/Completion Date means the date when all the goods/services are to be delivered/completed to the Delivery Address in accordance with the instructions in the Order (specified in the Order as "Due Date" or as indicated in more detailed schedule) and these Conditions. If the Supplier is unable to meet the original Delivery/Completion Date specified in the Order, the revised Delivery/Completion Date must be clearly stated in your acknowledgement. CTM reserves the right not to accept such revised Delivery/Completion Date and, upon so advising the Supplier, the Order shall be deemed as cancelled.

4. PARTIAL DELIVERY

Unless otherwise agreed, partial delivery will not be permitted and payment will be effected only after all the goods/services have been delivered/completed.

5. LATE DELIVERY PENALTY

If the Supplier fails to deliver the goods/services by the Delivery/Completion Date, the Supplier shall pay to CTM within the period from the Delivery/Completion date until the goods/services are delivered/completed by the Supplier (or the earlier termination by CTM of the Order) the aggregate sum of three percent of the total Order Price for each week and *pro rata* for parts of a week up to a total maximum of fifteen percent of the total Order Price. The payment of such sum shall not relieve the Supplier from the obligation to deliver the goods/services or from any other liability or obligation under the Order.

6. COST OF DELIVERY

Unless otherwise stated in the Order, the Supplier shall bear all delivery/services charges and extra charges due to partial delivery where permissible.

7. INSURANCE

From the point at which Supplier's responsibility ceases (as defined under "Delivery Terms"), and unless otherwise indicated on the Order, insurance for goods-in-transit will be arranged by CTM, insurance for Supplier's employee compensation, work-in-progress and third party liabilities will be Supplier's responsibility.

8. INTELLECTUAL PROPERTY RIGHTS AND ROYALTIES

8.1 The Order price shall include all amounts payable (including, without limitation, royalties) in respect of the goods/services purchased thereunder and any Intellectual Property Rights.

8.2 The Supplier shall indemnify and hold CTM harmless against all damages, costs (including legal costs), claims, demand, expenses and liabilities of whatsoever nature arising out of or in connection with any third claim by a third party that the receipt and use by CTM of the purchased goods/services under the Order infringe any third party's Intellectual Property Rights.

8.3 In these Conditions, the expression "Intellectual Property Rights" includes all rights in software, inventions, patents, copyrights, design rights, semiconductor topography and chip design rights, database rights, trademarks and trade names, domain names, service marks, trade secrets, know-how and other intellectual property rights (whether registered or unregistered) and all applications and registrations for and extensions and renewals of such rights or any of them, anywhere in the world.

9. CONFIDENTIALITY

CTM and Supplier will keep all Confidential Information in strict confidence. The recipient will: (i) use a reasonable standard of care in protecting Confidential Information, which will not be less than the standard of care the recipient uses to protect its own confidential information; (ii) only use Confidential Information to perform its obligations and exercise its rights hereunder; (iii) not disclose Confidential Information to any third party (except that CTM is permitted to share Confidential Information belonging to the Supplier with a CTM group company, provided that the it is bound by confidentiality obligations which are no less onerous than those set out in these Conditions); (iv) when requested by the disclosing Party, return or destroy (and certify the same to the disclosing Party) the Confidential Information. Information is not "Confidential Information" if it is: (i) in or enters the public domain other than by breach of this clause; (ii) already in the recipient's lawful possession or is obtained by the recipient through a third party who is free to disclose it without confidentiality restrictions; (iii) authorised for release by the disclosing Party's written consent; or (iv) required to be disclosed by law or by a competent court or regulatory body, provided that reasonable advance notice is provided to the owner of Confidential Information. "Confidential Information" is all information which comes into a Party's possession under or in connection with these Conditions that: (i) is of a confidential nature (whether identified as confidential or not); or (ii) is reasonably considered by the disclosing Party to be confidential and is identified as confidential.

10. WARRANTY

By acceptance of the Order, the Supplier represents and warrants to CTM that:

- (a) the title to the goods/services conveyed to CTM shall be good and its transfer rightful;
- (b) the goods/services shall be delivered free from any security interest or other lien or encumbrance;
- (c) the goods/services shall be of a merchantable/professional quality and, if the Order states any particular purpose for which the goods/services are to be used they shall be fit for that purpose; and
- (d) it will comply with CTM's directions, protocols, rules, codes of conduct, training procedures and/or policies, including in relation to purchasing, occupational health and safety, security access, data and information security as notified in writing from time to time by CTM to the Supplier.

11. INSPECTION AND REJECTION

All goods/services delivered in accordance with the Order shall be subject to inspection/acceptance and test by CTM. If any of the goods/services shall be defective in material or workmanship or not in conformity with the requirements of the Order, CTM reserves the right to reject and, where applicable, return the same to the Supplier at the Supplier's expense including transportation charges. CTM will not be responsible for any goods/services delivered but not stated in this Order.

12. AMENDMENTS

CTM may at any time by advice in writing make amendments to the Order. If any such amendment causes any variation in the cost of or time required for compliance with the Order, an equitable adjustment shall be made to the price and/or delivery/ completion schedule, and the Order modified in writing accordingly by mutual agreement of the parties.

13. SUB-CONTRACTING

No sub-contracting by the Supplier shall be allowed in respect of any portion of the Order without CTM's prior written consent.

14. INTERPRETATION

The Order shall be deemed to have been made in the Macau Special Administrative Region of the People's Republic of China (the "MSAR") and shall be governed by and construed in accordance with the laws of the MSAR.

15. BREACH OF CONDITIONS

In the event of any breach by the Supplier of any provision of these Conditions, or in the event of the assertion by any third party of any claim or lien against CTM or its property arising out of the Supplier's performance under the Order, CTM shall have the right to withhold any amounts payable due to the Supplier as may be sufficient to protect CTM completely from any and all loss, damage or expense thereof until the situation has been satisfactorily remedied or clarified by the Supplier.

16. CANCELLATION

CTM reserves the right to cancel the Order in whole or in part by notice at any time prior to acceptance by the Supplier or at any time after acceptance by the Supplier if the Supplier fails to comply with the instructions in the Order and/or these Conditions, without prejudice to any other rights and remedies available to CTM under the Order, these Conditions or at law. Acceptance of any partial delivery of the Order shall not bind CTM to accept any further deliveries/services not conforming to the Order.

17. PUBLICITY

The Supplier shall not advertise or make any public announcement in respect of the Order, nor use or refer to the name, trademark or trade name of CTM in any disclosure made in connection with the Order, without CTM's prior written consent.

18. LIABILITY

- 18.1 Without prejudice to any other rights and remedies available to CTM whether under these Conditions or otherwise, the Supplier shall indemnify and hold CTM harmless against all damages, costs (including legal costs), claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection from acts or omissions of the Supplier, its employees, officers, sub-contractors and/or agents in the performance of the Order.
- 18.2 In no event shall CTM, in an action based on breach of contract, be liable to the Supplier for any consequential, indirect or special damages arising from a breach of the Order and these Conditions (even if advised of the possibility of such damages) including (without limitation) loss of revenues, profits, goodwill, business opportunities and anticipated savings.
- 18.3 Notwithstanding anything to the contrary in any provisions of the Order or these Conditions, it is expressly agreed that CTM's maximum aggregate liability to the Supplier arising by reason of, or in connection with, the Order, shall be limited to direct proven losses or damages and to the maximum amount of the Order price and multiple claims will not enlarge this limit.
- 18.4 The exclusions and limitations of liability set out in these Conditions will not apply so as to restrict either Party's liability for death or personal injury resulting from that party's negligence or for fraud.

19. TAXES

- 19.1 The Supplier shall comply with the requirements laid down in the law for conducting business in the MSAR, including filing the required form M/1 with the Financial Services Bureau (DSF), or thereafter form M/8. CTM may withhold any amounts payable to the Supplier under the Order until the Supplier proves it has complied with this Clause 19.1.
- 19.2 The Supplier alone will bear any profit, income or other tax, documentary charges, filing fees or similar taxes, duties or other levies, which may become payable under the laws of the MSAR, in connection with the Order.
- 19.3 The Supplier will be responsible for paying its personnel and making all deductions, payments, contributions and fulfil all personnel-related obligations required by law.
- 19.4 CTM shall not be liable for any interest, penalty or other charges that the Supplier may incur as a result of any failure to comply with the relevant tax laws and regulations.
- 19.5 The Supplier shall indemnify and hold CTM harmless against all damages, costs (including legal costs), claims, demands, expenses and liabilities, including taxes, duties or other levies, imposed by any statutory authority or payable pursuant to statutory requirements, arising out of or in connection with the Supplier's failure to comply with the relevant tax laws and regulations.

20. ENVIRONMENTAL PROTECTION

- 20.1 The Supplier shall reduce the generation of waste throughout its production process as far as is reasonably practicable and dispose of waste in an environmentally responsible manner.
- 20.2 The Supplier shall comply with the provisions of environmental protection laws and regulations, or directions, policies, rules or orders from any statutory authority.
- 20.3 The Supplier shall indemnify and hold CTM harmless against all damages, costs (including legal costs), claims, demands, expenses and liabilities of whatsoever nature, including penalties imposed by any statutory authority, arising out of or in connection with the Supplier's failure to comply with the relevant environmental protection laws and regulations.

21. IMMIGRATION AND LABOUR PERMITS FOR SUPPLIER'S PERSONNEL

The Supplier shall obtain and maintain, at no additional cost to CTM, any visas, permits, licences or approvals required by the applicable legislation, including (without limitation) those required by the MSAR's immigration and labour laws and regulations to enable the Supplier and/or its personnel to perform its obligations under the Order, and shall indemnify and hold CTM harmless against all damages, costs (including legal costs), claims, demand, expenses and liabilities of whatsoever nature arising therefrom.

22. PERSONAL DATA PROTECTION

- 22.1 The Supplier shall comply with the provisions of any applicable laws and/or codes of practice relating to the protection of privacy and personal data (the "Applicable Data Protection Law").
- 22.2 To the extent it processes any personal data as a 'data processor' under the Applicable Data Protection Law on behalf of CTM, the Supplier shall:
 - 22.2.1 act only on CTM's instructions, or as required to perform the Order from time to time;
 - 22.2.2 not use the personal data for any purpose other than as instructed by CTM or as strictly required to perform the Order; and
 - 22.2.3 have in place adequate technical and organisational security measures to ensure the confidentiality and protection of personal data so processed against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission over a communications network, and against all other unlawful forms of processing.
- 22.3 The Supplier shall not do, or cause or permit to be done, anything that may result in a breach by CTM of any Applicable Data Protection Law.
- 22.4 The Supplier shall, on request by CTM, provide CTM with such information and assistance as is required by any authority or commissioner under the Applicable Data Protection Law, or as is required to respond or deal with any enquiry, access request, complaint, enforcement notice, claim or similar action raised with or made against CTM, whether by an authority or commissioner or by any data subject.
- 22.5 The Supplier shall not transfer personal data processed in performance of the Order to a destination outside of the MSAR or disclose such Personal Data to third parties (including, without limitation, sub-contractors, agents and affiliates), except if such transfers or disclosures are made in accordance with the Applicable Data Protection Law and with prior written consent of CTM to each proposed event.
- 22.6 The Supplier shall be liable for and indemnify CTM against any and all damages, costs (including legal costs), claims, demands, expenses and liabilities of whatsoever nature incurred by CTM as a consequence of the Supplier's processing Personal Data on CTM's behalf under the Order, or arising out of or in connection the Supplier's failure to comply with the Applicable Data Protection Law.
- 22.7 On termination or discharge by performance of the Order, the Supplier shall transfer to CTM or certify the destruction of any personal data in its possession obtained in the course of carrying out its obligations under the Order.

23. ANTI-BRIBERY AND ANTI-CORRUPTION

- 23.1 The Supplier shall conduct its business in compliance with all the MSAR's anti-corruption laws and other applicable laws of similar nature.
- 23.2 The Supplier represents and warrants that it (or its affiliates) has neither paid, promised to pay, nor will it pay any consideration to any director, officer, employee, agent or any other representative of CTM (or its affiliates) in connection with the Order, nor has such payment been solicited by any representative of CTM.
- 23.3 Without prejudice to any other rights and remedies available to CTM under the Order, these Conditions or at law, CTM may, without incurring any liability to the Supplier, terminate or cancel the Order at any time by notice in writing to the Supplier, if the Supplier is found to have committed any criminal offence, including offence of corruption under the MSAR's anti-corruption laws or any other laws of similar nature.

(Chinese Version can be provided upon request)