

## CONDITIONS OF PURCHASE

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

### 1. ACCEPTANCE

The Supplier's signature on the front page of this Purchase Order (the "Order") shall constitute the 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. Any additional instructions contained in the Order and these Conditions shall not be binding upon CTM unless otherwise expressly accepted in writing by CTM.

### 3. DELIVERY OR COMPLETION DATE

The Delivery or Completion Date means the date upon which all the goods or services shall be delivered/completed to the designated Delivery Address, in accordance with the instructions provided in the Order (specified in the Order as "Due Date" or indicated in a more detailed schedule) and these Conditions. Should the Supplier be unable to meet the original Delivery or Completion Date specified in the Order, a revised Delivery or Completion Date must be clearly stated in the Supplier's acknowledgement. CTM reserves the right to reject such revised Delivery or Completion Date and, upon so advising the Supplier, the Order shall be deemed cancelled.

### 4. PARTIAL DELIVERY

Unless otherwise mutually agreed upon in writing, partial delivery will not be permitted. Payment will only be effected once all the goods or services have been delivered or completed.

### 5. LATE DELIVERY PENALTY

If the Supplier fails to deliver the goods or services by the Delivery or Completion Date, the Supplier shall pay to CTM within the period from the Delivery or Completion Date until the goods or services are delivered or completed by the Supplier (or the earlier termination by CTM of the Order), the aggregate sum of three percent (3%) of the total Order Price for each week and pro rata for parts of a week up to a total maximum of fifteen percent (15%) of the total Order Price. The payment of such sum shall not relieve the Supplier from the obligation to deliver the goods or services or from any other liability or obligation under the Order.

### 6. COST OF DELIVERY

Unless otherwise stated in the Order, the Supplier shall assume all delivery and service charges, including any additional charges incurred due to partial delivery, where permissible.

### 7. INSURANCE

At the point at which the Supplier's responsibility ceases (as defined under "Delivery Terms"), unless otherwise indicated on the Order, insurance for goods-in-transit will be arranged by CTM. Insurance for the Supplier's employee compensation, work-in-progress, and third party liabilities will remain the 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 or services purchased under the Order and any Intellectual Property Rights.

8.2 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 with any claim by a third party that the receipt and use by CTM of the purchased goods or 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

9.1 For the purposes of the Order and these Conditions, "Confidential Information" means all information that becomes in the possession of a Party under or in connection with the Order and these Conditions that: (i) is of a confidential nature (whether explicitly identified as such or not); or (ii) is reasonably considered by the disclosing Party to be confidential and is explicitly identified as such.

9.2 Both CTM and the Supplier shall maintain all Confidential Information in strict confidence. The recipient shall: (i) use a reasonable standard of care to protect Confidential Information, ensuring it is not less stringent than the standard of care the recipient applies to its own confidential information; (ii) use Confidential Information solely for the performance of its obligations and the exercise of its rights under the Order and these Conditions; (iii) not disclose Confidential Information to any third party; (iv) upon request from the disclosing Party, return or destroy the Confidential Information (and certify the same to the disclosing Party). Information shall not be considered "Confidential Information" if: (i) is already in or enters the public domain other than by a breach of this clause; (ii) is 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) is authorised for release by the disclosing Party's written consent; or (iv) is 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.

9.3 Notwithstanding the foregoing, CTM is permitted to share the Supplier's Confidential Information with a CTM Group Company, provided that the CTM Group Company is bound by confidentiality obligations that are no less stringent than those set out in these Conditions. For the purposes of these Conditions, "CTM Group Company" means (i) any corporation or entity that directly or indirectly holds a controlling interest in CTM; (ii) any direct or indirect subsidiary of CTM; (iii) any company in or over which CTM is able, through a direct shareholding, to exercise significant influence or control.

### 10. WARRANTY

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

(a) The title to the goods or services delivered to CTM shall be good and its transfer rightful;

(b) The goods or services shall be delivered free from any security interest or other lien or encumbrance;

(c) The goods or services shall be of a merchantable or professional quality and, if the Order states any particular purpose for which the goods or services are to be used they shall be fit for that purpose; and

(d) The Supplier will comply with CTM's directions, protocols, rules, codes of conduct, training procedures, and 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. PROHIBITED SOFTWARE

11.1 The goods purchased under the Order shall not contain, and the Supplier is prohibited from installing or enabling, any software that restricts their use by CTM, except as expressly agreed in the Order. This prohibition includes, but is not limited to, software that restricts functionality, access, transferability, or the right to repair or maintain the goods, such as software that disables features, requires online activation, or imposes usage time limits ("Prohibited Software").

11.2 In the event the Supplier breaches clause 11.1, the Supplier shall, at its own expense, promptly remove the Prohibited Software. Such breach may entitle CTM to cancel or terminate the Order forthwith, in addition to any other rights or remedies available under the Order, these Conditions, or applicable law. 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 with such breach.

### 12. INSPECTION AND REJECTION

All goods or services delivered in accordance with the Order shall be subject to inspection, testing, and acceptance by CTM. Should any of the goods or services be found to 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 liable for any goods or services delivered but not explicitly stated in the Order.

### 13. AMENDMENTS

CTM may, at any time by written notice, 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 shall then be modified in writing accordingly by mutual agreement of the parties.

### 14. SUB-CONTRACTING

No subcontracting by the Supplier shall be permitted in respect of any portion of the Order without CTM's prior written consent.

### 15. 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.

### 16. 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.

### 17. CANCELLATION

CTM reserves the right to cancel the Order in whole or in part by providing written 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 contained 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 or services not that do not conform to the Order.

### 18. 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.

### 19. LIABILITY

19.1 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 with acts or omissions of the Supplier, its employees, officers, sub-contractors, and/or agents in the performance of the Order.

19.2 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.

19.3 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. Multiple claims will not enlarge this limit.

19.4 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.

#### 20. TAXES

20.1 The Supplier shall comply with the legal requirements for conducting business within the MSAR, including filing the required form M/1 with the Financial Services Bureau (DSF) or subsequently form M/8. CTM may withhold any amounts payable to the Supplier under the Order until the Supplier demonstrates compliance with this Clause 20.1.

20.2 The Supplier shall assume sole responsibility for any profit, income, or other tax, documentary charges, filing fees, or similar taxes, duties, or levies that may become payable under the laws of the MSAR in connection with the Order.

20.3 The Supplier shall be responsible for paying its personnel and fulfilling all deductions, payments, contributions, and personnel-related obligations required by law.

20.4 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 applicable tax laws and regulations.

20.5 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.

#### 21. ENVIRONMENTAL PROTECTION

21.1 The Supplier shall minimise the generation of waste throughout its production process as far as is reasonably practicable, and dispose of waste in an environmentally responsible manner.

21.2 The Supplier shall comply with all applicable environmental protection laws, regulations, directives, policies, rules, and orders issued by any statutory authority.

21.3 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.

#### 22. 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's performance of its obligations under the Order. The Supplier shall indemnify and hold CTM harmless against all damages, costs (including legal costs), claims, demands, expenses, and liabilities of whatsoever nature arising from this obligation.

#### 23. PERSONAL DATA PROTECTION

23.1 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").

23.2 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:

23.2.1 Act only on CTM's instructions, or as required to perform the Order from time to time;

23.2.2 Not use the personal data for any purpose other than as instructed by CTM or as strictly required to perform the Order; and

23.2.3 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.

23.3 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.

23.4 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.

23.5 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.

23.6 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.

23.7 Upon termination or discharge of its obligations under the Order, the Supplier shall transfer to CTM any personal data in its possession obtained during the course of carrying out its obligations under the Order or certify the destruction thereof.

#### 24. ANTI-BRIBERY AND ANTI-CORRUPTION

24.1 The Supplier shall conduct its business in compliance with all the MSAR's anti-corruption laws and other applicable laws of similar nature.

24.2 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 CTM Group Company) in connection with the Order, nor has such payment been solicited by any representative of CTM (or CTM Group Company).

24.3 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 providing written notice 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)