

## **GENERAL TERMS AND CONDITIONS**

This document details the terms and conditions for the provision of the Services by the Company. By using the Services, the Customer acknowledges and agrees to be bound by and comply with the following terms and conditions (which may be amended from time to time) in relation to the provision of the Services by the Company.

If the Customer does not accept and agree to be bound by this Agreement, the Customer shall immediately cease any further use of the Services, including use of any part thereof. The Customer represents and warrants to the Company that the Customer has the capacity to enter into this legally binding Agreement. If the Customer is using the Services on behalf of another person, the Customer hereby represents and warrants to the Company that the Customer has the authority to bind such person to this Agreement.

### **1. DEFINITIONS**

1.1 Unless the context says otherwise, the following words and expressions shall have the following meanings:

“Agreement” means the Order Form (or other document bearing similar effect), the General Terms and Conditions (“GTC”) herein and the Special Terms and Conditions (“STC”) (if any) as may be amended by the Company from time to time; if there is any inconsistency among the Order Form, the GTC and the STC, the following order of priority shall apply to the extent necessary to resolve the conflict or inconsistency:

1. The Order Form or other document bearing similar effect
2. The STC
3. The GTC

“Applicable Law(s)” in relation to any Party, action or thing means:

- a ) any law, rule or regulation of the Territories or any country (or political subdivision of the country) which is applicable to a Party;
- b ) any obligation under any License held by a Party in a Territory or any country (or political subdivision of the country);
- c ) any lawful determination, decision, direction, guideline, statement or code of practice of a government agency in the Territories or any country (or political subdivision of the country) which is applicable to a Party; or

d) any applicable international convention or agreement.

“Order Form”	means the valid written form or online order submitted by the Customer to the Company requesting for the provision of Services. It also includes those documents bearing similar effect.
“Company”	means CITIC Telecom International Limited, including its successors and assigns.
“Customer”	means any person who applies for or uses any of the Services or to whom the Company has agreed to provide the Services pursuant to the Order Form.
“Charges”	means any applicable charges charged by the Company for the provision of the Services, from time to time including, without limitation to, installation, removal or delivery charges, late charges and such other fees and charges payable by the Customer through using the Services in accordance with the Agreement.
“Equipment”	means the equipment (where applicable, which may be provided by the Company directly or not, and/or which may be installed at the Premises for the use of the Services) to make available the Services to the Customer.
“License”	means license or licenses issued by the Office of the Communications Authority to the Company for the provision of the relevant Services.
“Hong Kong”	means the Hong Kong Special Administrative Region of the Peoples’ Republic of China.
“Party” or “Parties”	the Company and the Customer are collectively referred to as the “Parties” and individually, a “Party”.
“Premises”	means any premises or place at which the Services are used from time to time.
“Services” or “Service”	means the telecommunications services, including the Equipment where applicable as shall be provided by the Company from time to time.
“Software”	means any software supplied by the Company to the Customer for the use or access to the Services, unless otherwise specified.
“Special Terms and Conditions” or “STC”	means specific terms and conditions (if any) as applicable to the relevant Services from time to time.

“Territories” means Hong Kong and any other location where the Services will be provided and/or received.

“Network” means the public telecommunications networks and systems by which the Company makes the relevant Services available.

1.2 Headings are inserted for ease of reference only and do not affect the interpretation of this Agreement.

1.3 The masculine gender includes the feminine and neuter, and the singular number includes the plural, and vice versa.

1.4 The word “including” is to be construed as being at all times followed by the words “without limitation”, unless the context otherwise requires.

1.5 Reference to a “person” include any individual, company, body corporate, corporation sole or aggregate, government, state or agency of a state, firm, partnership, joint venture, association, organization or trust (in each case, whether or not having separate legal personality and irrespective of the jurisdiction or under the law of which it was incorporated or exists) and a reference to any of them shall include a reference to the others.

1.6 Wherever in this Agreement a provision is made for the giving of notice, consent, approval or other communication, such notice, consent, approval or other communication shall be required to be in writing.

1.7 Reference to a specific time is to be construed as the time in GMT+8 unless otherwise specified.

1.8 This Agreement shall take effect from the date on which the first Order Form is accepted by the Company and shall continue in full force unless and until this Agreement is terminated in accordance with the terms and conditions set out herein.

## **2. PROVISION OF SERVICES**

2.1 Subject to the terms and conditions contained herein, the Company will use its reasonable endeavors to provide the Services in accordance with the Order Form. The Company will make reasonable efforts to start providing the Services on the date as requested by the Customer, but shall not be liable to the Customer or any third party should the Services fail to start on that date.

2.2 The Company will use due care and skill in providing the Services to the Customer. Given the nature of telecommunication industry, there is no guarantee that the Services will be continuous or fault free; or, the Equipment or device the Company provides will never be faulty.

2.3 The Company is not responsible for any acts or omissions arising from the Customer's breach of this Agreement.

2.4 The Customer acknowledges and agrees that the Company has the sole discretion to determine or vary, without notice to the Customer, the means of providing the Services to the Customer, including

using different implementation method, technology, and route of delivery of the Services to the Customer, as long as the agreed service level is maintained (if any).

2.5 The Company reserves the right to change the Services' specification and conditions by posting the same on the websites as specified by the Company from time to time and such change shall take effect upon posting, and the Company will provide a more prominent notice to the Customer if changes are significant. In case of dispute, the Company's decision shall be final and binding.

2.6 To use the Services, the Customer may be asked to create an account ("Customer Account"). As part of the account creation process, the Customer may be asked to provide the email address, create a password, provide a telephone number and any other document the Company thinks fit. The Company is entitled to conduct credit-check, compliance-check and otherwise assess the good standing and suitability of the Customer. Any refusal to provide the document required may result in failure to create the Customer Account. Before creating an account, consent should be given by the Customer online [<https://www.comnet-telecom.com.hk/>] or in writing.

2.7 The Customer acknowledges and agrees that:

(1) the Customer must not use or allow the Services to be used for any purpose other than that described in this Agreement;

(2) the Customer must not use the Services in (a) any unlawful, fraudulent, improper, unauthorized, harassing, discriminatory, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable manner; (b) a way to encourage conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any Applicable Law; (c) a way to infringe any third party's intellectual property rights; (d) a way that may be harmful or detrimental to the Company or its reputation; (e) a way that contravene any legal or regulatory requirements applicable to the Services or any instructions or guidelines as may be imposed by the Company from time to time for the use of the Services;

(3) when the Customer provides information to the Company, the information must be complete, true and up-to-date in all respects;

(4) the Customer must not, and must not attempt to, hack, break into, access or by other unauthorized means use, any part of the Services, data areas or servers for which the Customer has not been authorized to do so;

(5) the Customer shall ensure that all Equipment provided by itself, or on behalf of the Customer, to be used in the Services, is technically compatible with the relevant Services and such equipment complies with and is used in accordance with all reasonable procedures and any Applicable Law;

(6) the Customer will not alter, tamper, reverse engineer, repair or attempt to repair the Services, Equipment or cause, or allow, a third party to do any of these acts;

(7) the Customer is solely responsible for all use (whether or not authorized) under the relevant Customer Account, including the quality and integrity of its data and each of the Order Forms. The Customer shall

take all reasonable precautions to prevent unauthorized access to or use of the Customer Account and the Services and will notify the Company promptly of any unauthorized access or use. The Company will not be liable for any direct, indirect, incidental, special or consequential loss or damage arising from unauthorized use of the Customer Account and the Services;

(8) the Customer has obtained all requisite licenses, permits, consents, authorization and intellectual property rights to use the Services; and

(9) unless otherwise specified, the Customer shall not transfer, resell, lease, license or otherwise make available the Services to third parties or offer them on a standalone basis.

2.8 All requests for Services requiring installation of the Equipment at the Customer's Premises shall be subject to review and acceptance by the Company.

### **3. PAYMENT OF CHARGES**

3.1 The Customer agrees to pay the Company all Charges relating to the provision of the Services (including amounts billed by the Company for and on behalf of another person) as may be specified by the Company from time to time. The Company reserves the right to adjust the Charges by posting the same on the websites from time to time and such Charges shall take effect upon posting, and the Company will provide notice within reasonable time to the Customer.

3.2 The Customer shall pay each and every invoice without suspension, set-off or deduction on or before the payment due date. Payment made by post, by electronic means or through Internet shall be at the risk of the Customer. The Customer's obligation to pay will not be discharged until the payment is well received by the Company.

3.3 In the event of any dispute between the Parties relating to any Charges billed by the Company, enquiries shall be made to the Company on or before the payment due date. If any invoice is not queried before the due date, then the invoice is deemed to be correct and accepted by the Customer. Unless there is apparent and obvious error, the books and records of the Company are conclusive evidence of all such Charges incurred by the Customer. However, nothing in this clause shall relieve the Customer from paying the full amount stated in the invoice on or before the payment due date.

3.4 Time is of the essence in this Agreement in respect of the obligations of the Customer to pay money. If the Customer fails to pay the Charges by the due date, the Company will be entitled to charge overdue amount to the Customer's credit account registered or otherwise the Company will charge interest on all sums outstanding at the rate of 0.5% per month on any overdue amount calculated from the date the payment was due until the date of actual payment. The Company shall also be entitled to charge the Customer for collection agency fee and handling fee as the Company thinks fit.

3.5 The Customer will be liable for all Charges for the Services provided by the Company under its Customer Account, whether or not such Services is used by the Customer, or another person with or

without the Customer's knowledge or consent and irrespective of whether the transmission of the Services was successful.

### 3.6 Tax.

3.6.1 Unless the contrary is indicated in the Agreement, all charges for Services and other charges due hereunder are exclusive of all applicable taxes, including value added tax, sales tax, duties, fees, levies or surcharges imposed by, or pursuant to the laws, statutes or regulations of any governmental agency or authority (collectively "Taxes"). All amounts payable by the Customer under this Agreement shall be made without any deduction, set-off or counterclaim and, free and clear of any deduction or withholding on account of any tax, duty or other charges of whatever nature imposed by any taxing or governmental authority. Both the Company and the Customer shall be responsible for Taxes imposed by its own governmental authority in connection with this Agreement.

3.6.2 Upon execution of this Agreement, and from time to time on request, the Customer shall furnish the Company with a properly executed Certificate of Exemption for all foreign, federal, state, country and local taxes and fees, if any. The Customer shall be and remain responsible for the collection of all applicable end-user taxes and fees and the remittance of such taxes and fees to the relevant governmental authority.

3.6.3 Notwithstanding the preceding provisions, the Company may invoice the Customer for any taxes or other fees that are not covered by the Customer's tax exemption certificate and the Customer agrees to indemnify the Company against any such taxes, even if the tax is levied directly on the Company.

## **4. DEPOSIT**

4.1 The Customer agrees that the Company may, at any time, require the Customer to provide a security deposit to the Company as security for the performance of this Agreement and any other amount due. The amount of any deposit will be solely determined by the Company. The Company reserves the right to increase the amount of the deposit from time to time.

4.2 Subject to clause 4.1, a deposit will only be refunded to the Customer without interest after the termination of this Agreement and the settlement by the Customer of all outstanding Charges payable or any claims brought by the Company in respect of a breach by the Customer of any of the terms and conditions of this Agreement.

4.3 The Customer acknowledges that any deposit paid or any Charges paid in advance is at the Customer's own risk and in the event that the Company goes into liquidation, any deposit or prepayment may not be refunded or reimbursed to the Customer. The Customer's right to obtain a refund of any deposit or upfront payment will be subject to the Applicable Laws governing liquidation of companies in Hong Kong.

## **5. TERMINATION AND SUSPENSION**

5.1 Without prejudice to any other rights or remedies it may have (whether under this Agreement or at law), the Company may terminate this Agreement immediately or temporarily suspend all or part of the Services by serving written notice on the Customer if:

- (1) any Charges or sums payable by the Customer under this Agreement remain unpaid after becoming due; or
- (2) the Customer dies or becomes insolvent or appears reasonably likely to become so; or
- (3) the Charges for the use of the Services exceed the credit limit set by the Company from time to time; or
- (4) the Company's credit checks reveal that the Customer has a poor credit history; or
- (5) the Customer commits a breach, or the Company reasonably believes that the Customer is likely to commit a breach, of any of the terms and conditions of this Agreement; or
- (6) the Customer or any other person uses the Services in contravention of clause 2.7(2) or for any illegal or improper purpose; or
- (7) any of the information provided by the Customer is found to be false or misleading; or
- (8) any licenses held by the Company or third party network provider is terminated, revoked, expired or not renewed; or
- (9) the Company reasonably believes that it is necessary to suspend the Services to:
  - (a) comply with an order, instruction, determination or direction of a government or regulatory authority or third party network provider; or
  - (b) carry out emergency or scheduled maintenance, repair or upgrading of the Services, any Equipment, facility or any part of the Company's Network or third party network provider; or
  - (c) reduce or prevent fraud, interference with, damage to, or degradation of the Services;
- (10) the Networks or the Equipment fail or require modification; or
- (11) the Company or third party network provider ceases to provide any of the Services.

5.2 Termination or suspension of the Services shall not affect the Company's rights, claims or other remedies available and suspension of the Services does not constitute a waiver of the Company's right to terminate this Agreement thereafter.

5.3 If the Customer has maintained more than one Customer Account for receiving the Services from the Company and fails to pay any Charges by the payment due date for any of the Customer Account, the Company may, at its sole discretion, immediately suspend any Services in respect of any or all of the

Customer Accounts. If the Customer has subscribed more than one Service and fails to pay any Charges regarding to any of the Services, the Company may, at its sole discretion, immediately suspend any or all of the Services.

5.4 Either the Company or the Customer may at any time terminate this Agreement without cause by giving to the other Party seven (7) calendar days' prior written notice. All accrued charges not yet invoiced and/or not yet settled pursuant to the clause of payment specified in this Agreement shall immediately become due and shall be paid by the Customer immediately following termination.

5.5 The Customer shall remain liable for all Charges during the period of suspension unless the Company decides otherwise.

5.6 The Customer will remain liable for all Charges prior to such disconnection. The Company reserves the right to charge for reconnection and revise terms and conditions of this Agreement including the terms of payment.

## **6. LIMITATION OF LIABILITY AND INDEMNITY**

6.1 The Company does not guarantee the provision of continuous or fault-free Services. The Company makes no warranties or representations or statements in respect of, or accepts no responsibilities for, the accuracy, timeliness, completeness or correctness of any Services so provided nor is any warranty or undertaking given that any traffic requested pursuant to the Services will be delivered to or received by the Customer on time or at all.

6.2 The Customer shall not hold the Company or any third party network provider responsible for any loss or damage whatsoever suffered or incurred by the Customer or any other person using or accessing the Services, or as a result of using any such Services not having been received on time or at all.

6.3 The Services are provided on an "as is" basis with no warranties whatsoever. Save and except for any liability of the Company which cannot be excluded by Applicable Law, all express or implied warranties, representations or statements relating to the subject matter of this Agreement which are not contained in this Agreement are excluded. To the extent permitted by Applicable Law, the Company excludes all liabilities or responsibilities for any cost, claim, damage or loss to the Customer or to any person whether direct or indirect of any kind including revenue, loss or profits or any consequential loss in contract, tort, under any statute or otherwise (including negligence) resulting from any interruption or failure of the Company's Network or third party network provider or for any failure or delay or mistake in the provision of the Services or arising out of or in any way related to this Agreement (including any loss to the Customer arising from a suspension of Services).

6.4 The aggregate liability of the Company to the Customer under or in connection with this Agreement which is not excluded by clause 6.3, whether based on contract, tort (including negligence), statute, breach of warranty or any other legal or equitable ground is limited to:



- (1) the sum of the Charges paid by the Customer in the 12-month period prior to the accrual of such liability; or
- (2) the sum of the Charges paid by the Customer for the period that this Agreement has been in force prior to the accrual of such liability, if the period is less than 12 months;
- (3) HK\$ 100,000

Whichever is lower.

6.5 Force Majeure. The Company will not be liable to the Customer or any other person for any loss or damage resulting from a delay or failure to perform this Agreement either in whole or in part where such delay or failure is due to causes beyond the Company's reasonable control, or which is not occasioned by its fault or negligence, including acts or omissions of third parties (including telecommunications network operators and equipment suppliers), shortage of components, war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, pandemics, acts of God, restraints imposed by governments or any other supranational legal authority, industrial or trade disputes, fires, explosions, storms, floods, lightning, earthquakes and other natural calamities.

6.6 The Customer will have no claim of any nature against the Company for any actions the Company may take due to the Customer's non-compliance and/or breach of this Agreement.

6.7 The Customer shall indemnify the Company from and against all claims, actions, proceedings or demands in respect of loss or damage of any kind (whether to person or property) incurred by the Company arising out of or in connection with a breach of this Agreement by the Customer or relating to the use or attempted use by any person (including the Customer) of the Services. The Company reserves the right, at the Customer's expense, to retain separate counsel for the Company in connection with any claim or, if the Customer has not responded reasonably to the applicable claim, to assume the exclusive defense and control of any claim in which the Customer is a named party and that is otherwise subject to this indemnification clause. The Customer will pay all costs, reasonable attorneys' fees and any settlement amounts or damages awarded against the Company in connection with any claim. The Customer will also be liable to the Company for any costs and attorneys' fee the Company has incurred to successfully establish or enforce the right to indemnification under this clause.

6.8 Any claim by the Customer against the Company arising out of this Agreement must be notified in writing to the Company within thirty (30) calendar days of the incident giving rise to such claim failing which the Customer will be deemed to have waived the Customer's rights in respect of such claim.

## **7. OWNERSHIP OF INTELLECTUAL PROPERTY AND RESTRICTIONS**

7.1 Intellectual Property Rights. The Customer acknowledges and agrees that the Services and its Order Form contain confidential and proprietary information and technology of the Company and/or its licensors and embody trade secrets and intellectual property of the Company and its licensors protected under any

local copyright and other Applicable Law, and by relevant international treaty provisions. The Customer's rights in the Services and Order Form are limited to those license rights expressly granted under this Agreement, and the Company and/or its licensors retain all rights not expressly granted herein. Without limiting the foregoing, and with respect to the Services and Order Form, the Company and/or its licensors retain all right, title, and interest in and to: (a) all software and firmware code (source and object), functionality, technology, system or network architecture, databases, tools, reports, user interfaces, URLs and domain names and all modifications thereto; (b) all trademarks (including without limitation, logos, slogans, trade names, service marks); (c) all trade secrets, ideas, inventions, patents, copyrights and other intellectual property rights with respect thereto; (d) all evaluations, comments, ideas and suggestions made by the Customer, even if those are incorporated into subsequent versions; and (e) any modifications or derivative works developed from or to any of the foregoing, specifically including any customizations, modifications or alterations to the Services for the Customer's use (collectively "Intellectual Property Rights"). The Customer agrees to treat, protect and maintain the Intellectual Property Rights as strictly confidential and shall not disclose the Intellectual Property Rights to any third party. Further, no right, title or interest to any trademarks, service marks or trade names of the Company is granted by this Agreement. In no event shall the Customer alter or remove any copyright notice, trademark notice, and/or proprietary legend set forth on or contained within the Services. The Company's licensors are intended third party beneficiaries of the provisions of these terms and conditions relating to the licensor's intellectual property that has been incorporated into the Services.

7.2 Restrictions on Use. The Customer agrees not to modify, alter or create derivative works based upon all or part of the Intellectual Property Rights and, to the maximum extent permitted by Applicable Law, agrees not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Intellectual Property Rights. The Customer agrees not to use the Intellectual Property Rights for any purpose other than as provided herein, or to exceed the capacity of any seat, server or similar volume or usage restrictions. The Customer agrees not to make any copies of any software comprising any portion of the Intellectual Property Rights, except that where any software is furnished to the Customer via a disk or similar media or made available for download, the Customer may retain a single copy only for disaster recovery or archival purposes. The Customer shall not resell, rent, lease, distribute, host as a service, make available for timesharing, provide on a service bureau basis or otherwise make available for the benefit of third parties (whether for a fee or otherwise) the Services or any Intellectual Property Rights, in whole or in part. The Customer shall notify its employees and agents who may have access to the Services of the restrictions contained in this Agreement and shall ensure their compliance with these restrictions.

## **8. RESERVATIONS**

The Customer acknowledges and agrees that, the Company may advertise, promote or publish the fact that the Services were provided to the Customer by referring to the Customer's name, logo, images and brand, etc. in advertising or any other publications, including without limitation, the Company's websites, WeChat accounts and testimonials, until the Customer withdraws such consent in writing.

## **9. PERSONAL DATA**

9.1 Both Parties confirm that they shall comply with the data privacy regulations/laws applicable in their respective countries.

9.2 No Personal Data has been identified and confirmed by each Party during the provision of Services. In this regard, each Party shall notify the other Party in writing in due course if any Personal Data has been or will be processed by the other Party on behalf of the first mentioned Party. Under such circumstances, the Parties shall negotiate in good faith with a view of reaching a separate agreement for such processing and such agreement shall set out the subject matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data and categories of data subjects involved and the obligations and rights of the Parties.

9.3 Without limiting each Party's own obligation to comply with the applicable Data Privacy Regulations/Laws, each Party shall cooperate with the other Party to take all practicable measures required in accordance with good industry practice in relation to cybersecurity and data protection. In the event that any national regulator makes any determination materially affecting the provision of the Services as contemplated in this Agreement, the Parties shall negotiate in good faith and agree on any remedial measures to be taken by the Parties.

9.4 In this clause, Personal Data shall refer to any information relating to an identified or identifiable natural person or any information of a similar nature as defined in applicable laws.

## **10. GENERAL**

10.1 Unless otherwise specified herein, the Company reserves the rights to adjust and modify any of the terms and conditions of this Agreement from time to time by giving thirty (30) calendar days' notice to the Customer to that effect. For the avoidance of doubt, notice or other communication may be given by the Company to the Customer in the form of a letter, bill insert or message, email message, notice published on the Company's official website, pamphlet available at the Company's shop, the Company's franchisee or agent retail outlet, advertisement placed in a local daily newspaper or any other method as determined as adequate by the Company. In addition, the provision of the Services pursuant to this Agreement by the Company are subject to the Applicable Laws, regulations, government policies or rules of any competent jurisdictions, including Hong Kong. Notwithstanding anything contained herein, in case of any change of the said laws, regulations, government policies or rules, the Company shall be entitled to vary any terms and conditions of this Agreement by giving notice to the Customer in order to comply with the same.

10.2 The Company shall be entitled to assign or otherwise dispose of any of its rights or obligations under this Agreement to any other party without the prior written consent of the Customer. The Customer must not assign or otherwise dispose of any of its rights or obligations under this Agreement to any other party without the prior written consent of the Company.

10.3 This Agreement will be governed by and construed in accordance with the laws of Hong Kong and the parties must submit to the non-exclusive jurisdiction of the courts of the Hong Kong, in the event of any dispute, controversy or claim.

10.4 The Parties are and shall be independent contractors, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, employment relationship or joint venture between the Parties.

10.5 The Customer acknowledges and agrees to make Sanctions Warranty and Anti-Money Laundering and Terrorist Financing Measures Warranty online [<https://www.comnet-telecom.com.hk/>] or in writing.

10.6 Neither a failure or delay to, nor a single or partial, exercise of any right, power or remedy under this Agreement, by either Party will operate as a waiver. Unless expressly stated, the rights, powers and remedies provided under this Agreement are cumulative and are not exclusive of any rights, powers or remedies by Applicable Laws.

10.7 If any part or any provision of this Agreement is or becomes invalid, illegal or unenforceable, that part or provision shall be ineffective to the extent of such invalidity, illegality or unenforceability only, without in any way affecting the validity, legality or enforceability of the remaining parts of the said provision or the remaining provisions of this Agreement.

10.8 Save for the Company's group companies, no other person who is not a party to this Agreement has any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any terms and conditions and/or benefit of this Agreement.

10.9 Information provided on the Company's website is for informational purpose only, is not exhaustive, and shall not be considered as any legal advice. The Customer acknowledges that in entering into this Agreement, it has not relied on any representation, warranty or statement which is not expressly included in this Agreement. All warranties, conditions and other terms, whether implied by statute or otherwise, which are not expressly included in this Agreement and which might otherwise relate to this Agreement or to the Services are hereby excluded to the extent permitted by law.

10.10 This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire understanding and agreement between the Parties relating to the subject matter.

10.11 If any legal action, law suit, mediation, arbitration or other proceedings at law or in equity is brought or instituted to enforce this Agreement or to obtain damages or remedies arising from any breach of this Agreement, then all reasonable attorneys' fees and expenses incurred by the prevailing Party shall be paid by the other Party immediately upon the conclusion of such legal action, law suit, mediation, arbitration and/or other proceedings at law or in equity.

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