

## **General Terms and Conditions of Service**

### **1. General**

- A. Unless otherwise specifically and expressly agreed in writing by CMA Insurance Agent Ltd. (hereinafter called "CMAIAL"), all services provided by CMAIAL are governed by the following general conditions of service (hereinafter the "Terms and Conditions").
- B. CMAIAL may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").
- C. CMAIAL reserves the right to amend or change all the terms and conditions at any time without issuing further notice.
- D. CMAIAL reserves the right of the final decision to offer any services.
- E. In case of disputes, the decision of CMAIAL shall be final and binding.
- F. The English version of the above shall prevail whenever there is a discrepancy between English and Chinese versions.

### **2. Provision of Services**

CMAIAL will provide services using reasonable care and skill and in accordance with CMAIAL Client's specific instructions as confirmed by CMAIAL or, in the absence of such instructions:

- A. the terms of any standard form or standard specification sheet of CMAIAL; and/or
- B. any relevant trade custom, usage or practice; and/or
- C. such methods as CMAIAL shall consider appropriate on technical, operational and/or financial grounds.

### **3. Obligations of Client**

The Client will ensure that sufficient of truthful and correct information, instructions and documents are given in due time to enable the required services to be performed;

- A. In general, the application date should not be later than the departure date.

- B. Correct and completed information should be supplemented to the CMAIAL on or before the departure date.
- C. The application will be expired if client does not provide completed information to the CMAIAL within 25 days from the application date.

#### **4. Fees and Payment**

- A. Client shall not be entitled to retain or defer payment of any sums due to the CMAIAL on account of any dispute, counter claim or set off which it may allege against the CMAIAL.
- B. CMAIAL may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
- C. Client shall pay all of the CMAIAL's collection costs, including attorney's fees and related costs.

#### **5. Suspension or Termination of Services**

CMAIAL may from time to time vary the operations of the services level and service pledge or the daily service time, or suspend or withdraw the service, without notice or responsibility to the client.

#### **6. Limitation of Liability**

The maximum liability of CMAIAL relating to services rendered under this application (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the charges paid to CMAIAL for the portion of its services giving rise to liability. In no event shall CMAIAL be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, loss of goodwill, etc.) even if it has been advised of their possible existence. CMAIAL shall further have no liability for any loss, damage or expenses arising from any third party that may be incurred by the Client.

#### **7. Indemnification**

Client shall guarantee, hold harmless and indemnify CMAIAL and its officer and employees against all claims (actual or threatened) by any all third-party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising directly or indirectly relating to the performance, purported performance or non-performance, of any services in relation to or pursuant to this

Application. All indemnities shall survive this Application, whether terminated by either party or otherwise.

#### **8. Jurisdiction**

This Terms and Conditions shall be governed by the law of the Hong Kong Special Administration Region and according to the jurisdiction of the courts of the Hong Kong Special Administrative Region.