

SCHEDULE 1 PURSUANT TO CLAUSE 6.1

Easements and Covenants in respect of the Building

Definitions

In this schedule the following words and expressions shall have the following meaning except where the context otherwise requires:-

- "Common Areas" - all those entrances and exits of the Building, footpaths, common entrances, landings, staircases, halls, passageways, all that portion of the ramp leading from the Ground Floor to the Second Floor of the Building, refuse storage chamber (if any), switch rooms, machine room, meter rooms, lift machine room, F.S. sprinkler pump room, F.S. control room, flat roof, roof, water tanks, planters, water tank room, meter plant room, transformer rooms, water meter rooms, pump room, potable and flushing transfer pump room, A.C. pump and control room, emergency generator room, T.V. Equipment room, external walls, metal canopy, M.D.F. room, upper roof, switch meter room, planters, electricity cable chamber, any part or parts that may from time to time be declared to be for the common use and benefit of the occupiers of all the Units or some of the Units of the Building, loading and unloading areas, the lift lobbies (save and except assigned to the owner of any particular floor), lift platforms, disabled lavatory, female lavatory and male lavatory on each floor of the Building (save and except assigned to the owner of any particular floor), management office on the Ground Floor and caretaker's room (if any), management / caretaker's counter(s), and other areas of or within the Land intended for the common use of the owner in accordance with the provisions herein contained and the building foundation;
- "Common Service Facilities" - all the sewers, drains, watercourses, cables, aerials, pipes, wires, lifts, sprinkler system, fire-fighting equipment and installations, water tanks, plant and machinery and other like structures, facilities or services being in, under, above or within the Land and the Building and intended for the common use benefit or service of the Building or any part thereof;
- "Government Lease" - the Government Leases under which the Land is held from the Government;
- "House Rules" - the rules made by the Manager relating to the use, operation and maintenance of the Building set out in Part B of this Schedule subject to amendments made by the Manager from time to time;

- "Land" - all that piece or parcel of ground where the Building is erected;
- "Manager" - the management company appointed by the committee of the owners to manage the Land and the Building;

Part A

EASEMENTS AND OTHER RIGHTS TO WHICH THE SITE IS SUBJECT

1. The Site is held subject to the following easements, rights and privileges:-
 - (a) The Manager shall have the full right and privilege at all reasonable times on giving prior notice (except in the case of emergency when no notice is required) with or without agents, surveyor workmen and others to enter into and upon such the Site with the necessary tools and equipment for the purpose of inspecting, examining, rebuilding, repairing, removing, maintaining, cleansing, painting or decorating such part or any other part of the Building or any Common Service Facilities or any other apparatus an equipment used or installed for the benefit of the Building or any part thereof; and
 - (b) Easements, rights and privileges reserved by the Government Lease and reserved to the public, if any.

COVENANTS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE CUSTOMER

2. The Customer shall not make any structural or other alterations to the Site which may damage or interfere with the use and enjoyment of any other parts of the Building nor cut, injure, damage, alter or interfere with any other parts of the Building or the Common Service Facilities.
3. The Customer shall not permit sewage or refuse water to flow from the Site on to any adjoining or nearby land or allow any decaying, noisome, noxious, excrementitious or other refuse matter to be deposited on any portion of the Land.
4. The Customer shall comply with and observe all Ordinances, by-laws, regulations and rules for the time being in force in Hong Kong and governing the control of any form of pollution (including air noise water and waste pollution), whether aerial or otherwise, and the protection of the environment.
5. The Customer shall not install or use on the Site or any part thereof or in any building or buildings erected thereon any machinery, furnace, boiler or other plant or equipment or use or permit or suffer to be used any fuel or any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission, whether aerial or otherwise, on or from the Site any pollutant or any noxious, harmful or corrosive matter, whether it be in the form of gas, smoke, liquid or solids or otherwise, except with the prior written consent of the Manager and the Director of Environmental Protection provided that the granting of such consent shall not be deemed to modify or alter in any way the Hong Kong Government's powers for controlling pollution now or hereafter imposed by any Ordinance, by-law, regulation or other enactment.

6. No hazardous, dangerous or combustible materials shall be kept in the Site without the written consent of the Manager and subject to any requirements which may be imposed by the Manager or by the Fire Services Department or other authority. The Customer shall comply with all lawful requirements of the Director of Fire Services made under the Dangerous Goods Ordinance, any regulations made thereunder and any amendments thereto.
7. The Customer shall not do, permit or suffer anything to be done in the Site or the Building or any part thereof which may be or become a nuisance or annoyance or which may cause damage or inconvenience to the Hong Kong Government or to the owners or occupiers of any adjoining or neighbouring lots or premises.
8. The Customer will not do or permit or suffer to be done any act or thing in contravention of the Government Lease or whereby any insurance of the Building or any part or parts thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by the Customer, the Customer shall, in addition to any other liability, pay the amount of any increase in premium caused by or on account of such breach. In the event that part of the Building are damaged or destroyed by fire and the insurance money being wholly or partially irrecoverable by reason of the default of the Customer, the Customer shall pay the whole or a fair proportion of the cost of complete reinstatement.
9. The Customer shall not do permit or suffer to be done and the Customer will take all possible steps to prevent its tenants, occupiers or licensees from doing any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the management and the maintenance of any part of the Building.
10. The Customer shall take all such necessary measures as may be required by and to the satisfaction of the Director of Environmental Protection to ensure that the operation of all plant and equipment, installed or used on the Land or in the Building or any part thereof will not cause any noise which disturbs or annoys the occupiers of any adjoining or neighbouring lot or lots or premises, or causes disturbance to the general public. The decision of the Director of Environmental Protection as to whether any such plant and equipment are causing disturbance or annoyance as aforesaid shall be final and binding on the Customer.
11. The Customer will not use or permit or suffer the Site to be used for any illegal or immoral purpose nor will it does, causes, permits or suffers to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other owner and occupiers for the time being of any other parts of the Building.
12. The Customer shall not use or permit or suffer to be used the Common Areas or the Common Service Facilities or any part or parts thereof or any amenities, equipment or services therewith provided for any purposes other than those for which they have been provided nor in any way other than in accordance with the House Rules and other regulations (if any) from time to time in force relating thereto.
13. Except with the prior approval from the Manager, no part of the Common Areas or the Common Service Facilities shall be obstructed or incumbered nor shall any refuse or other matter or things be placed or left thereon nor shall any part of the Common Areas or the Common Service Facilities be used for any business or private purpose and the Customer shall not do or suffer or permit to be done anything in the Common Areas or the Common Service Facilities as may be or become a nuisance or cause annoyance to any other owner or occupiers of the Building.

14. The Customer shall not have the right to enter into, alter, repair, connect to or in any other way interfere with or affect the working of the lifts, machine room, public lighting, transformer rooms, pump rooms, pumps, apparatus or any other such services or facilities within the Building or the Common Service Facilities.
15. The Customer shall not erect any private aerial at any place outside the Site but may connect to the communal aerial (if any) constructed or erected as part of the Building with the permission of the Manager and in accordance with any House Rules relating to the same.
16. No signs, signboards, notices, advertisements, flags, banners, poles, cages or other projections or structures whatsoever extending or visible from outside the exterior of any part of the Building shall be erected, installed constructed or otherwise affixed.
17. The Customer shall not do or permit to be done any act or thing which may or will alter the external appearance of any part of the Building without the prior consent in writing of the Manager.
18. The Customer shall not affix or exhibit or paint on any part of the external walls, the common entrance hall, staircases, landings, lifts or passages of and in the Building any trade profession or business notice or advertisement whatsoever save and except with the prior consent of the Manager and subject to such conditions as the Manager may impose.
19. The Customer shall not use the drive way corridors, staircases or the other Common Areas for the purpose of drying, laundry or hanging or placing or storing any dustbins, garbage cans, furniture, machinery, goods, or chattels or other things thereon or therein.
20. The Customer shall not throw out or discard or permit or suffer to be thrown out or discarded from any part of the Building any refuse, rubbish, litter or other article or thing whatsoever. All such refuse, rubbish, litter or other article or thing shall be disposed of only by using the facilities provided for the disposal thereof and in accordance with the House Rules relating thereto.
21. The Customer shall not use any fuel on the Land and in the Building or any part thereof other than town gas, liquefied petroleum gas or natural gas.
22. The Customer shall not do or suffer or permit to be done anything whereby the flush or drainage system of any part of the Building may be clogged or the efficient working thereof may be impaired.
23. No air-conditioning units water cooling towers or plants or any other fixture shall be installed through the windows or external walls of the Building without the prior written consent of the Manager to any such installations having been first obtained and the conditions of such consent having been complied with.
24. The Customer may at its own expense install in the Site such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage to or interfere with the enjoyment of any other units of the Building in the event that the Customer shall install or erect any additions or improvements which in the opinion of the Manager do or may cause such damage or interference the Manager shall be entitled to remove the same at the cost of the Customer and the Customer shall indemnify the Manager and all

other owners in respect of any costs, damages, claims or expenses arising out of or in connection with such work.

25. The Customer shall not partition or sub-divide the Site into two or more separate units without obtaining the necessary consent or permit from the Building Authority, the Fire Services Department and all other relevant government authorities (if necessary) and in any event the Customer shall do so only with the prior written approval of ASL HK and the Manager.
26. The Customer shall not permit or suffer to be erected affixed installed or attached in or on or at the door or doors or entrance or entrances of the Site any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department or other competent authority concerned from time to time in force. Any such metal grille or shutter or gate shall be of such design and material as shall be approved by the Manager.
27. (a) The Customer shall not place or suffer to be placed on any part of the floor of the Building any machinery, goods or merchandise which may cause the maximum floor loading-bearing capacity thereof set out below to be exceeded:-

<u>Floor</u>	<u>Floor Loading</u>
6/F – 12/F	10 Kpa

In the event of any breach of this covenant the Customer shall make good any damage caused thereby to the Land and the Building or any part of the Building or any fixtures and fittings therein. For the avoidance of doubt, the making good of such damage as aforesaid shall be without prejudice to any further right available to an owner who has suffered loss or damage as a result of such breach and/or to the Manager.

- (b) Prior to the installation of any heavy machinery, the Customer shall submit to ASL HK and the Manager information relating to such installation and proof that the machinery to be installed does not exceed the static and live loading of the 12th Floor of the Building to or on which the machinery is to be installed. For the avoidance of doubt, "heavy machinery" shall not include computing equipment for the ordinary operation of the Data Centre Equipment for the provision of data centre services.
28. The Customer shall not construct in any part of the Building a cockloft or cocklofts.
29. The Customer shall mount and equip all plant machinery and equipment placed affixed or installed or erected on the Site whether with horizontal reciprocating action or otherwise with anti-vibration absorbers and anti-dumping absorbers of such types and designs that would be sufficient for eliminating and reducing vibrations and dumping.
30. The Customer shall not pour or force down or cause or permit to be poured or forced down any pipes, drains or sewers any waste, thing or fluid of a corrosive or acidic nature.

PART B

HOUSE RULES

1. No Owner or occupier shall give any instruction to the security or cleansing or caretaking staff except through the Manager.
2. No external shades, awnings or window guards shall be installed or used in or about any part of the Units. No Owner shall paint the outside of the Units or do or permit to be done anything which would in any way alter the façade or exterior appearance of any part of the Units.
3. No Owner or occupier shall use or permit to be used any part of the Units for any noisy or offensive trade or business.
4. No Owner or occupier shall make or permit any disturbing noise in his Unit or do or permit anything to be done which will interfere with the rights, comfort and convenience of other Owners or occupiers. No musical instrument wireless, televisions or other apparatus shall be played so as to disturb or annoy any other occupants.
5. Water closets and other water apparatus in the Units shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for by the Owner or occupier in whose Unit it shall have been caused or, in the case of water closets and other apparatus in common use, by the Owner or occupiers causing the same.
6. No Owner or occupier shall permit or suffer any hawker to carry on business in the Land and the Building and the Manager shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited within the Land and the Building shall be displayed by the Manager prominently near all entrances to the Building.
7. No owner or occupier shall store or keep anywhere in the Units any arms or ammunitions or gunpowder (without the prior license of the Commissioner of Police) or fireworks or any other dangerous, combustible or explosive goods or substance.
8. Any complaints touching or concerning the Land and the Building shall be made in writing to the Manager.
9. Any Owner or tenant wishing to carry out any fitting out works shall proceed in accordance with the provisions of the procedure rules and regulations from time to time specified by the Manager relating to the fitting out, and decoration of, alterations improvements and additions to, and installations at, any unit of the Building ("Fitting Out Procedure"). The fitting out works shall be executed strictly in accordance with such approved plans and the Fitting Out Procedure. The Owners and tenants shall permit the Manager at all reasonable times during the fitting out period to enter his Unit(s) to inspect the works and shall accept the Manager's authority hereunder to refuse access or to eject contractors and workmen who are found by the Manager to be acting otherwise than in accordance with the approval plans and the provisions of the Fitting Out Procedure.

SCHEDULE 10 – DATA CENTRE PREMISES

Data Centre Premises means the designated premises, which set out as follows:

- i. Data Centre Area on 12/F;
- ii. Roof Top; and
- iii. Ground Floor

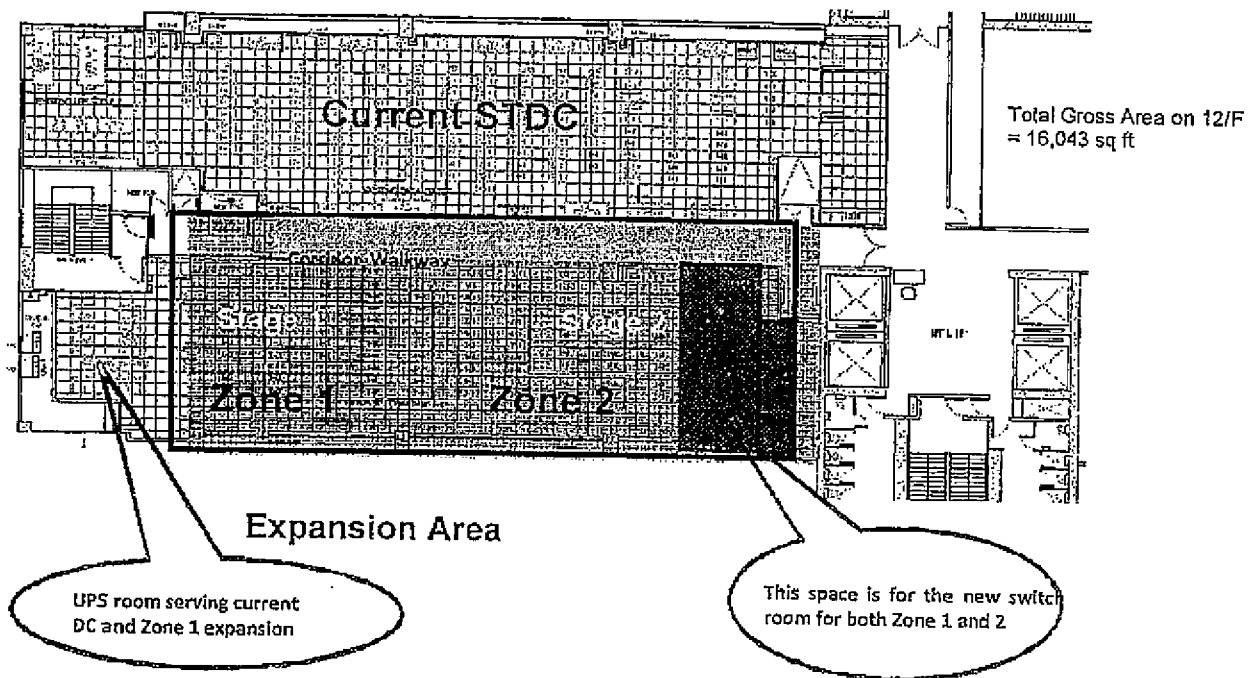
The area for:

- (1) Data Centre Area on 12/F is 9,087 sq ft
- (2) Roof Top is 1,900 sq ft
- (3) Ground Floor is 2,982 sq ft.

Floor Plan

Level 12

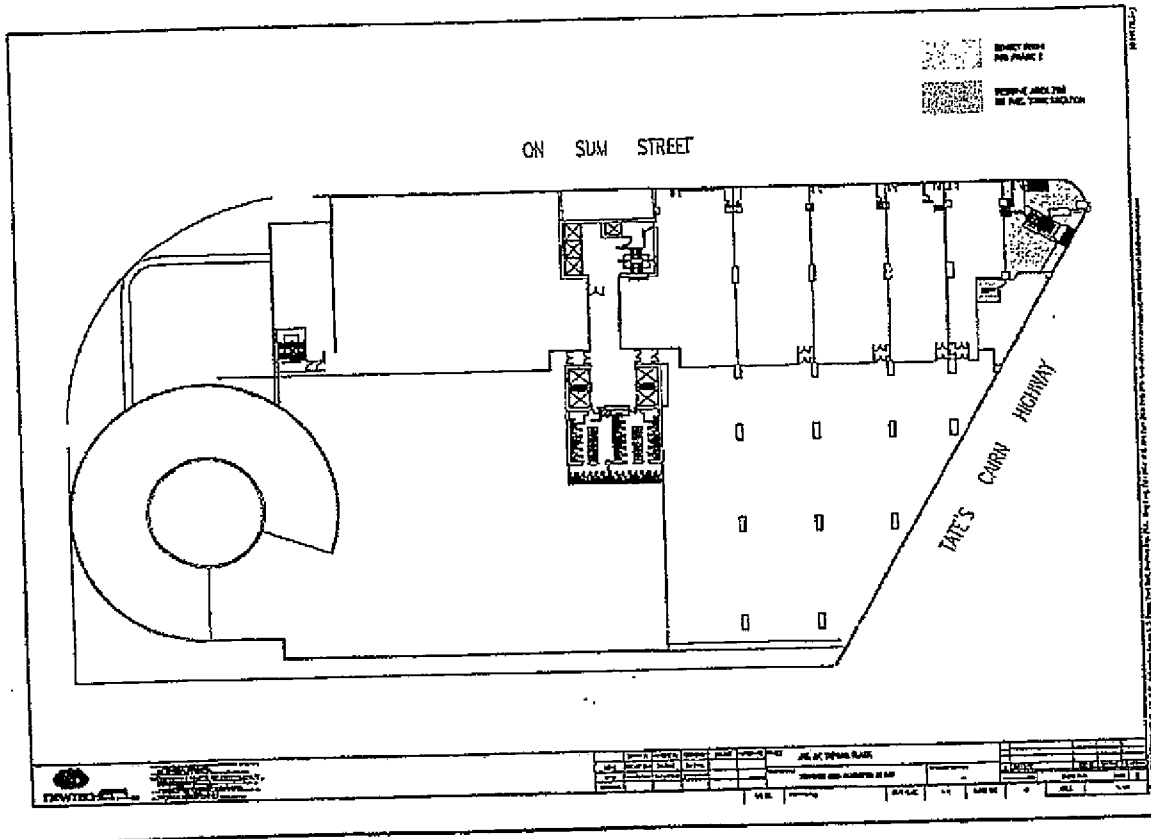
(Total Area utilised = 9,087 sq ft)



SCHEDULE 10 – DATA CENTRE PREMISES

Ground Floor

(Total Area utilised (as colour coded) = 2,982 sq ft)



AMENDMENT AGREEMENT TO
AGREEMENT FOR SALE AND PURCHASE
OF THE GLOBAL ACCOUNTS AND ASSETS IN HONG KONG

This Amendment Agreement (this "Agreement") is made and entered into on the [^{3rd June}] ~~day of May~~ 2009 by and between Automated Systems (HK) Limited with its principal place of business at 15/F Topsail Plaza, 11 On Sum Street, Shatin, N.T., Hong Kong ("ASL HK") and CSC Computer Sciences HK Limited with its principal place of business at 4024-4039, 40th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong ("CSC HK") (collectively the 'Parties').

WITNESSETH:

WHEREAS the Parties have entered into an Agreement for Sale and Purchase of the Global Accounts and Assets in Hong Kong dated 24th April 2009 (the "GAT Agreement") and the GAT Agreement is valid and of full force and effect; and

WHEREAS the Parties desire to amend the GAT Agreement in the manner herebelow set out to reflect changes as the Parties intend.

NOW the Parties hereto agree as follows:

1.1 In Schedule 10 of the GAT Agreement: -

"(1) Data Centre Area on 12/F is 9,087 sq ft" is deleted in its entirety and replaced by

"(1) Data Centre Area on 12/F is 11,744 sq ft".

1.2 In Schedule 10 of the GAT Agreement: -

"Level 12
(Total Area utilised = 9,087 sq ft)" is deleted in its entirety and replaced by

"Level 12
(Total Area utilised = 11,744 sq ft)".

1.3 The amendment to the GAT Agreement is limited to those as set out hereabove. Other provisions of the GAT Agreement remain in full force and effect.

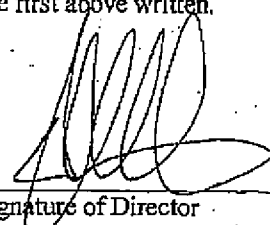
This Agreement is executed by the Parties on the date first above written.

Signed for and on behalf of
CSC Computer Sciences HK Limited



Signature of Director
MICHAEL SHOVE
DIRECTOR

Name of Director



Signature of Director

DARREN JOHN COLLINS

Name of Director

Signed for and on behalf of Automated
Systems (HK) Limited



Signature of Director

LAI YAM TING

Name of Director



Signature of Director

EDWARD LAU

Name of Director



Total 12 original copies
- 1 copy to ASL
- 1 copy to CSC
- 10 copies to ASL

Original
Signed on
24 April 2009
EY

DATA CENTRE FACILITY MANAGEMENT AGREEMENT

Pursuant to the Agreement for the Sale and Purchase of the Global Accounts and Assets in Hong Kong entered into between the parties hereto dated 24th April 2009 (the "Global Account Transfer Agreement"), Automated Systems (H.K.) Limited ("ASL HK"), and CSC Computer Sciences HK Limited ("the Customer") hereby enter into this Agreement for the provision of Data Centre Facility Management (this "Agreement") by ASL HK to the Customer based on the following terms and conditions:

1. Co-location Services

- 1.1 ASL HK hereby grants the Customer a license to house the Data Centre Equipment (as defined in the Global Account Transfer Agreement) at the location known as Topsail Plaza, 11 On Sum Street, Sha Tin, Hong Kong (i.e the "Building") and which floor plan is more particularly set-out in Schedule 10 (the "Site") and to operate the Data Centre Equipment for the provision of the data centre services. The grant to the Customer of the use of the rooftop and the ground floor of the Building is subject to the license to use the same by ASL HK's subsidiary not being terminated. ASL HK shall indemnify CSC HK for any losses, claims and damages howsoever arising from such license being terminated due to an act or omission on the part of ASL HK or its said subsidiary.
- 1.2 The license granted to the Customer by ASL HK under **Clause 1.1** does not create a lessor and lessee or landlord and tenant relation between ASL HK and the Customer. The Customer shall not assign, license, underlet or part with possession of the Site or any part thereof nor enter into, permit or suffer any arrangement whereby any persons obtain the use or possession of the Site or any part thereof.

2. The Services

In connection with the co-location services above, ASL HK shall provide maintenance and cleaning services to the common area in respect of the Site to the Customer.

3. Charges and Payment

- 3.1 Provided the Customer shall pay a cash deposit to ASL HK as stipulated in **Clause 3.4**, the Customer shall pay the monthly charge ("Monthly Charges") to ASL HK. The Monthly Charges shall comprise of the following as set out in the table below:-

<u>Provision</u>	<u>Site</u>
Rental Fee (To be paid by Customer to ASL)	HK\$7.50 per sq ft per month (currently 13,969 sq ft, which comprises of the 12th floor data centre (i.e. 9,087 sq ft), rooftop (i.e. 1,900 sq ft) and ground floor (i.e. 2,982 sq ft) as identified in Schedule 10)
Management Fee (To be paid by Customer to ASL)	HK\$1.45 per sq ft per month subject to adjustment should there be any change to the management fees imposed by the management company

<u>Provision</u>	<u>Site</u>
Government Rent and Rates (To be paid by Customer to ASL)	HK\$0.35 per sq ft per month subject to adjustment based on the assessments of the Government of the HKSAR
Licensed Area	13,969 sq ft
Total Monthly Charges of Licensed Area of the Site (To be paid by Customer to ASL)	HK\$129,911.00 per month
Utilities & Telecom Charges (To be paid by the Customer to ASL and subject to Clause 7.3 , if applicable)	Based on check meters and energy meter as charged by the utilities company

- 3.2 Unless otherwise specified, the Customer shall pay each invoiced amount under this Agreement within 30 days from the date of such invoice. Each invoice shall include a copy of the actual invoice from the utilities companies for the purpose of determining the utilities and telecom charges.
- 3.3 For the avoidance of doubt, nothing in this clause shall require the Customer to bear any of ASL HK's corporate tax.
- 3.4 Upon signing of this Agreement, the Customer shall pay an amount equivalent to 4 months of rental fee to ASL HK as a deposit to be held during the Contract Period from which ASL HK shall be entitled to deduct as compensation for losses or damages incurred by ASL HK arising from the breach of this Agreement by the Customer provided that the Customer agrees to such a breach and the amounts for losses or damages incurred by ASL HK or such breach has been adjudicated by arbitration. The Customer shall make up the deficit within 14 days from when any deduction to the deposit is made. ASL HK shall repay the Customer any sums not deducted from this deposit immediately upon expiry of the Contract Period unless renewed.
- 3.5 The costs of repairing and replacement of broken windows within the Site and the costs of repairing any defects caused by the Customer (fair wear and tear excluded) will be borne by the Customer.
- 3.6 The Monthly Charges shall exclude the rental fees, management fees, government rents & rates and the utilities and telecom charges in respect of the helpdesk (which floor area is 1,378 sq ft) and BCP room (which floor area is 884 sq ft) as identified in Schedule 10 until these areas are handed over by ASL HK to the Customer for its use. ASL HK shall hand the helpdesk and BCP rooms to the Customer no later than 6 months from the Completion Date as defined in the Global Account Transfer Agreement.

4. **Term and Termination**

- 4.1 This Agreement shall remain effective from the Service Commencement Date for a period of three (3) years (the "Contract Period").
- 4.2 The Customer shall be entitled to provide ASL HK written notice at least 12 months prior to the expiry of the Contract Period that it wishes to extend this Agreement for a further of 3 years ("Further Term") on substantially similar terms as set-out in this Agreement save that ASL HK shall for the period of the Further Term be entitled to charge the Customer a sum for the rental fee at the prevailing market rate. The terms of the Further Term shall be agreed no later than 180 days prior to

the expiry of the then current Contract Period. If ASL HK receives a bona fide offer in good faith from a third-party which is unrelated to ASL HK or Teamsun Technology (HK) Limited or any of its subsidiaries or parent company during the period prior to the renewal of the Agreement, which offer of the monthly rental fee is greater than the prevailing market rate, then ASL HK shall provide the Customer an option to offer an equivalent monthly rental fee for the Further Term. If the Customer makes such an offer, then ASL HK shall extend this Agreement for the Further Term with the Customer. Should both parties fail to agree on the prevailing market rate, then both parties shall jointly appoint an independent surveyor to offer an opinion on the prevailing market rate of rental in the said building of a comparable size and both parties agree to be bound by such an opinion. For the avoidance of doubt, the prevailing market rate shall be determined based on its use as an office space only. Subsequent renewals of any period beyond the Further Term shall be based on mutual agreement. Notwithstanding the aforesaid, any renewal or extension of this Agreement beyond the Contract Period under this Clause 4.2 shall be subject to and in compliance with the Listing Rules.

4.3 Either party may terminate this Agreement:

- 4.3.1 immediately on written notice to the offending party if the offending party commits a material breach of this Agreement and fails to remedy that material breach within 30 days after receiving written notice from the notifying party requiring it to do so; or
- 4.3.2 immediately on written notice to the other party if that other party is unable to pay its debts as they fall due or a petition is presented or meeting convened for the purpose of winding up the other party or the other party enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt.

In the event of termination pursuant to this Clause 4.3, the party terminating shall be entitled, in addition to any other legal or equitable remedy available, to claim damages.

4.4 For purposes of this Agreement, Service Commencement Date shall be effective immediately upon the fulfilment of all of the following conditions, which in any case shall be no later than 3 months from the date hereof (or such later date to be agreed by ASL HK and the Customer):-

- (a) the Securities and Futures Commission of Hong Kong granting a "special deal" consent under Rule 25 of the Takeovers Code in respect of this Agreement, the First Master Subcontract Agreement (as defined in the Global Account Transfer Agreement), the Second Master Subcontract Agreement (as defined in the Global Account Transfer Agreement), the Global Account Transfer Agreement, the termination agreement for the Territorial Agreement entered into between Automated Systems Holdings Limited and CSA Holdings Limited dated 16th October 1997, the termination agreement for the Business Referral Agreement entered into between ASL HK and CSC Malaysia Sdn Bhd (formerly known as Computer Systems Advisors (M) Sdn Bhd) dated 26th August 1997 and all the transactions contemplated thereunder, and any conditions attaching to such consent being fulfilled;
- (b) the passing of all necessary resolutions by the shareholders of Automated Systems Holdings Limited ("Listco") (other than such shareholders who are required to abstain from voting pursuant to the requirements under the Takeovers Code and/or the Listing Rules) at the general meeting of Listco by way of a poll to approve this Agreement, the 1st Master Subcontract Agreement, the 2nd Master Subcontract Agreement, the termination agreement for the Territorial Agreement entered into between Automated Systems Holdings Limited and CSA Holdings Limited dated 16th October 1997, the termination agreement for the Business Referral Agreement entered into between ASL HK and CSC Malaysia Sdn Bhd (formerly known as Computer Systems Advisors (M) Sdn Bhd) dated 26th August 1997 and the Global Account Transfer Agreement, and all the transactions contemplated thereunder;
- (c) the GAT Closing having occurred ("GAT Closing" means closing of the transactions contemplated under and in accordance with Clause 12 of the Global Account Transfer Agreement dated 24th April 2009; and

5. Effects of Termination.

- 5.1 The Customer shall disconnect and remove all Data Centre Equipment from the Site on or before the date of expiration or sooner termination of this Agreement for any reason. The penalty to any one (1) day delay shall be HK\$10,000 to be paid by Customer. For the avoidance of doubt, Customer shall continue to pay Monthly Charges on a pro-rata basis until all Data Centre Equipment has been removed from the Site and the Site has been re-instated in accordance with **Clause 5.2.3**. The Customer shall be responsible for all damages caused to ASL HK or any third party as a result of such disconnection and removal where such damage is caused by the act, omission or neglect of the Customer or that of its appointed contractors. ASL HK shall be entitled to take out any legal action it thinks fit for possession of the Site should the Customer fail to return the Site by the expiry date of the Agreement.
- 5.2 On expiry or sooner termination of this Agreement in respect of a Site for any reason:
- 5.2.1 neither party shall have any continuing right to use the other party's trade marks, unregistered trade marks, trade and business names or logos (collectively "Marks"), and each party shall immediately cease all such use of the other party's Marks;
- 5.2.2 each party shall provide the other party with all items held by it containing any of the other party's Confidential Information; and
- 5.2.3 where the termination is due to ASL HK exercising its rights to terminate the Agreement under **Clause 4.3** or upon expiry of the Agreement, the Customer shall at its sole cost and expense (and always subject to its obligation to remove the Data Centre Equipment as set-out in **Clause 5.1**) reinstatè the Site to the condition that it is delivered on or before the expiry date of this Agreement (normal wear and tear excepted).
- 5.3 In addition to any legal or equitable remedies available to either party, in the event of any unlawful repudiation or termination without cause of this Agreement in respect of any of the Sites prior to the end of the contract period by either party, the party unlawfully repudiating or terminating this Agreement shall be responsible for damages incurred in respect of that Site.
- 5.4 Termination of this Agreement does not affect the accrued rights or liabilities of either party nor does it affect the provisions which expressly or by implication are intended to operate after.

6. Use of the Site

- 6.1 The Customer shall use the Site only for lawful purposes and in compliance with the terms of this Agreement, the relevant covenants contained in **Schedule 1** to this Agreement and with all applicable laws. Both parties shall not act, participate in or permit to be done any of the following:-
- (1) Misuse or abuse any of each party's property or equipment or third party equipment.
 - (2) Threaten any harm to any individuals, including any of the party's staff and representatives of Customer's customers.
 - (3) Make unauthorized use of or interfere with any property or equipment of either party's customers.
 - (4) Engage in any activity that is in violation of the law or third party rights or assists in any criminal activity with the use of the Services.

(5) Engage in any activity that would cause nuisance annoyance damage interference or disturbance to the occupiers of the Building or any interruption to the services and common facilities of the Building.

(6) Engage in any activity that would or might vitiate in whole or in part any insurance effected in respect of the Site from time to time

6.2 Any alterations or renovations to the Site shall require the prior written consent of ASL HK which shall not be unreasonably withheld.

7. Obligations

7.1 Subject to any specific obligation stated in this Agreement, the Customer shall keep the internal area of the Site clean at all times. It is the Customer's responsibility to keep the internal area of the Site free of debris and refuse and not to obstruct any of the entrance, staircase, passages and common area of the Building used in common with other occupier of the Building.

7.2 Customer shall not store any paper products or other combustible materials of any kind in the Site (other than Data Centre Equipment and related documentation including, software manuals).

7.2.1 Neither party shall bring any prohibited materials as defined below into the Site including:

(1) Food, drink and tobacco products;

(2) Explosive and hazardous materials;

(3) Alcohol, illegal drugs and other intoxicants;

(4) Electro-magnetic devices which could cause unreasonable interference with computer and telecommunication equipment;

(5) Radioactive materials and photographic equipment of any kind.

7.3 The Customer shall be responsible for any loss and damage caused to any part of the Site or the Building or any part thereof or any injury to any person and shall indemnify ASL HK against any judgments made upon ASL HK in respect of the damage to any person whomsoever or property caused by the negligence of the Customer or by or through or in any way owing to fire fume smoke leakage of water or electric current resulting from the operation or use of the Site by the Customer.

7.4 In the event of a claim in question by a third-party as set-out in **Clause 7.3**, then:

(a) ASL HK shall immediately inform the Customer of receipt of such claims;

(b) no admission of liability shall be made by or on behalf of ASL HK and ASL HK shall not compromise, dispose of or settle such a claim without the consent of the Customer; and

(b) if so requested, the Customer shall have reasonable conduct of such third-party claims and ASL HK shall render all reasonable assistance to the Customer and their advisors in defending such claims and that the Customer shall from time to time keep ASL HK fully informed of the updated progress and status of the conduct of such claims.

8. Access to Sites

8.1 Subject to **Clause 8.2**, ASL HK shall seek the approval from the Customer for access to the Site by providing prior written notice within a reasonable time period should any of the employees of ASL HK wish to access the Sites, unless where it is not reasonably practicable to do so. Approval shall

not be unreasonably withheld or delayed. Any access by ASL HK, where approved, shall be accompanied by an authorized Customer staff.

8.2 ASL HK shall be entitled to have access to the Site in the event of emergencies occurring in the Site for the purposes of preserving the safety of the other tenants or occupiers in the building. For purposes of this provision, "emergencies" shall be defined as fire, flood and tsunami, overflow or leakage of water or electric current.

9. Preventive Maintenance

9.1 Where ASL HK is informed of any planned or ad hoc maintenance activities, ASL HK shall inform the Customer immediately of such notice.

9.2 Subject to planned or ad hoc maintenance activities as referred to in Clause 9.1 above, ASL HK shall comply with any change freeze periods requested by the Customer where no maintenance activities shall be carried out.

9.3 ASL HK shall inform the Customer immediately upon notice of any changes to planned activities as referred to in Clause 9.1 above.


10. Communication

For purposes of day-to-day communications with regards to matters pertaining to this Agreement, both parties shall nominate its designated representative within 5 business days from the date of signing of this Agreement.

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EXECUTED as an agreement this 24th day of April 2009

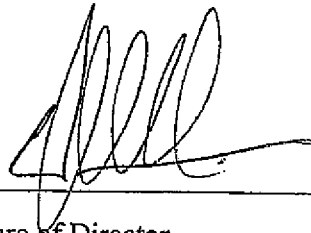
Signed for and on behalf of)
CSC Computer Sciences HK Limited)



Signature of Director

MICHAEL SHOVE

Name of Director



Signature of Director

DARREN JOHN COLLINS

Name of Director

Signed for and on behalf of Automated)
Systems (H.K.) Limited)



Signature of Director

LAZ YAM TING

Name of Director



Signature of Director

EDNARD LAU

Name of Director

SCHEDULE 1 PURSUANT TO CLAUSE 6.1

Easements and Covenants in respect of the Building

Definitions

In this schedule the following words and expressions shall have the following meaning except where the context otherwise requires:-

- “Common Areas” - all those entrances and exits of the Building, footpaths, common entrances, landings, staircases, halls, passageways, all that portion of the ramp leading from the Ground Floor to the Second Floor of the Building, refuse storage chamber (if any), switch rooms, machine room, meter rooms, lift machine room, F.S. sprinkler pump room, F.S. control room, flat roof, roof, water tanks, planters, water tank room, meter plant room, transformer rooms, water meter rooms, pump room, potable and flushing transfer pump room, A.C. pump and control room, emergency generator room, T.V. Equipment room, external walls, metal canopy, M.D.F. room, upper roof, switch meter room, planters, electricity cable chamber, any part or parts that may from time to time be declared to be for the common use and benefit of the occupiers of all the Units or some of the Units of the Building, loading and unloading areas, the lift lobbies (save and except assigned to the owner of any particular floor), lift platforms, disabled lavatory, female lavatory and male lavatory on each floor of the Building (save and except assigned to the owner of any particular floor), management office on the Ground Floor and caretaker's room (if any), management / caretaker's counter(s), and other areas of or within the Land intended for the common use of the owner in accordance with the provisions herein contained and the building foundation;
- “Common Service Facilities” - all the sewers, drains, watercourses, cables, aerials, pipes, wires, lifts, sprinkler system, fire-fighting equipment and installations, water tanks, plant and machinery and other like structures, facilities or services being in, under, above or within the Land and the Building and intended for the common use benefit or service of the Building or any part thereof;
- “Government Lease” - the Government Leases under which the Land is held from the Government;
- “House Rules” - the rules made by the Manager relating to the use, operation and maintenance of the Building set out in Part B of this Schedule subject to amendments made by the Manager from time to time;

- “Land” - all that piece or parcel of ground where the Building is erected;
- “Manager” - the management company appointed by the committee of the owners to manage the Land and the Building;

Part A

EASEMENTS AND OTHER RIGHTS TO WHICH THE SITE IS SUBJECT

1. The Site is held subject to the following easements, rights and privileges:-
 - (a) The Manager shall have the full right and privilege at all reasonable times on giving prior notice (except in the case of emergency when no notice is required) with or without agents, surveyors, workmen and others to enter into and upon such the Site with the necessary tools and equipment for the purpose of inspecting, examining, rebuilding, repairing, removing, maintaining, cleansing, painting or decorating such part or any other part of the Building or any Common Service Facilities or any other apparatus an equipment used or installed for the benefit of the Building or any part thereof; and
 - (b) Easements, rights and privileges reserved by the Government Lease and reserved to the public, if any.

COVENANTS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE CUSTOMER

2. The Customer shall not make any structural or other alterations to the Site which may damage or interfere with the use and enjoyment of any other parts of the Building nor cut, injure, damage, alter or interfere with any other parts of the Building or the Common Service Facilities.
3. The Customer shall not permit sewage or refuse water to flow from the Site on to any adjoining or nearby land or allow any decaying, noisome, noxious, excrementitious or other refuse matter to be deposited on any portion of the Land.
4. The Customer shall comply with and observe all Ordinances, by-laws, regulations and rules for the time being in force in Hong Kong and governing the control of any form of pollution (including air noise water and waste pollution), whether aerial or otherwise, and the protection of the environment.
5. The Customer shall not install or use on the Site or any part thereof or in any building or buildings erected thereon any machinery, furnace, boiler or other plant or equipment or use or permit or suffer to be used any fuel or any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission, whether aerial or otherwise, on or from the Site any pollutant or any noxious, harmful or corrosive matter, whether it be in the form of gas, smoke, liquid or solids or otherwise, except with the prior written consent of the Manager and the Director of Environmental Protection provided that the granting of such consent shall not be deemed to modify or alter in any way the Hong Kong Government's powers for controlling pollution now or hereafter imposed by any Ordinance, by-law, regulation or other enactment.

6. No hazardous, dangerous or combustible materials shall be kept in the Site without the written consent of the Manager and subject to any requirements which may be imposed by the Manager or by the Fire Services Department or other authority. The Customer shall comply with all lawful requirements of the Director of Fire Services made under the Dangerous Goods Ordinance, any regulations made thereunder and any amendments thereto.
7. The Customer shall not do, permit or suffer anything to be done in the Site or the Building or any part thereof which may be or become a nuisance or annoyance or which may cause damage or inconvenience to the Hong Kong Government or to the owners or occupiers of any adjoining or neighbouring lots or premises.
8. The Customer will not do or permit or suffer to be done any act or thing in contravention of the Government Lease or whereby any insurance of the Building or any part or parts thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by the Customer, the Customer shall, in addition to any other liability, pay the amount of any increase in premium caused by or on account of such breach. In the event that part of the Building are damaged or destroyed by fire and the insurance money being wholly or partially irrecoverable by reason of the default of the Customer, the Customer shall pay the whole or a fair proportion of the cost of complete reinstatement.
9. The Customer shall not do permit or suffer to be done and the Customer will take all possible steps to prevent its tenants, occupiers or licensees from doing any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the management and the maintenance of any part of the Building.
10. The Customer shall take all such necessary measures as may be required by and to the satisfaction of the Director of Environmental Protection to ensure that the operation of all plant and equipment, installed or used on the Land or in the Building or any part thereof will not cause any noise which disturbs or annoys the occupiers of any adjoining or neighbouring lot or lots or premises, or causes disturbance to the general public. The decision of the Director of Environmental Protection as to whether any such plant and equipment are causing disturbance or annoyance as aforesaid shall be final and binding on the Customer.
11. The Customer will not use or permit or suffer the Site to be used for any illegal or immoral purpose nor will it does, causes, permits or suffers to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other owner and occupiers for the time being of any other parts of the Building.
12. The Customer shall not use or permit or suffer to be used the Common Areas or the Common Service Facilities or any part or parts thereof or any amenities, equipment or services therewith provided for any purposes other than those for which they have been provided nor in any way other than in accordance with the House Rules and other regulations (if any) from time to time in force relating thereto.
13. Except with the prior approval from the Manager, no part of the Common Areas or the Common Service Facilities shall be obstructed or incumbered nor shall any refuse or other matter or things be placed or left thereon nor shall any part of the Common Areas or the Common Service Facilities be used for any business or private purpose and the Customer shall not do or suffer or permit to be done anything in the Common Areas or the Common Service Facilities as may be or become a nuisance or cause annoyance to any other owner or occupiers of the Building.

14. The Customer shall not have the right to enter into, alter, repair, connect to or in any other way interfere with or affect the working of the lifts, machine room, public lighting, transformer rooms, pump rooms, pumps, apparatus or any other such services or facilities within the Building or the Common Service Facilities.
15. The Customer shall not erect any private aerial at any place outside the Site but may connect to the communal aerial (if any) constructed or erected as part of the Building with the permission of the Manager and in accordance with any House Rules relating to the same.
16. No signs, signboards, notices, advertisements, flags, banners, poles, cages or other projections or structures whatsoever extending or visible from outside the exterior of any part of the Building shall be erected, installed constructed or otherwise affixed.
17. The Customer shall not do or permit to be done any act or thing which may or will alter the external appearance of any part of the Building without the prior consent in writing of the Manager.
18. The Customer shall not affix or exhibit or paint on any part of the external walls, the common entrance hall, staircases, landings, lifts or passages of and in the Building any trade profession or business notice or advertisement whatsoever save and except with the prior consent of the Manger and subject to such conditions as the Manager may imposes.
19. The Customer shall not use the drive way corridors, staircases or the other Common Areas for the purpose of drying, laundry or hanging or placing or storing any dustbins, garbage cans, furniture, machinery, goods, or chattels or other things thereon or therein.
20. The Customer shall not throw out or discard or permit or suffer to be thrown out or discarded from any part of the Building any refuse, rubbish, litter or other article or thing whatsoever. All such refuse, rubbish, litter or other article or thing shall be disposed of only by using the facilities provided for the disposal thereof and in accordance with the House Rules relating thereto.
21. The Customer shall not use any fuel on the Land and in the Building or any part thereof other than town gas, liquefied petroleum gas or natural gas.
22. The Customer shall not do or suffer or permit to be done anything whereby the flush or drainage system of any part of the Building may be clogged or the efficient working thereof may be impaired.
23. No air-conditioning units water cooling towers or plants or any other fixture shall be installed through the windows or external walls of the Building without the prior written consent of the Manager to any such installations having been first obtained and the conditions of such consent having been complied with.
24. The Customer may at its own expense install in the Site such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage to or interfere with the enjoyment of any other units of the Building in the event that the Customer shall install or erect any additions or improvements which in the opinion of the Manager do or may cause such damage or interference the Manager shall be entitled to remove the same at the cost of the Customer and the Customer shall indemnify the Manager and all

other owners in respect of any costs, damages, claims or expenses arising out of or in connection with such work.

25. The Customer shall not partition or sub-divide the Site into two or more separate units without obtaining the necessary consent or permit from the Building Authority, the Fire Services Department and all other relevant government authorities (if necessary) and in any event the Customer shall do so only with the prior written approval of ASL HK and the Manager.
26. The Customer shall not permit or suffer to be erected affixed installed or attached in or on or at the door or doors or entrance or entrances of the Site any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department or other competent authority concerned from time to time in force. Any such metal grille or shutter or gate shall be of such design and material as shall be approved by the Manager.
27. (a) The Customer shall not place or suffer to be placed on any part of the floor of the Building any machinery, goods or merchandise which may cause the maximum floor loading-bearing capacity thereof set out below to be exceeded:-

<u>Floor</u>	<u>Floor Loading</u>
6/F – 12/F	10 Kpa

In the event of any breach of this covenant the Customer shall make good any damage caused thereby to the Land and the Building or any part of the Building or any fixtures and fittings therein. For the avoidance of doubt, the making good of such damage as aforesaid shall be without prejudice to any further right available to an owner who has suffered loss or damage as a result of such breach and/or to the Manager.

- (b) Prior to the installation of any heavy machinery, the Customer shall submit to ASL HK and the Manager information relating to such installation and proof that the machinery to be installed does not exceed the static and live loading of the 12th Floor of the Building to or on which the machinery is to be installed. For the avoidance of doubt, "heavy machinery" shall not include computing equipment for the ordinary operation of the Data Centre Equipment for the provision of data centre services.
28. The Customer shall not construct in any part of the Building a cockloft or cocklofts.
29. The Customer shall mount and equip all plant machinery and equipment placed affixed or installed or erected on the Site whether with horizontal reciprocating action or otherwise with anti-vibration absorbers and anti-dumping absorbers of such types and designs that would be sufficient for eliminating and reducing vibrations and dumping.
30. The Customer shall not pour or force down or cause or permit to be poured or forced down any pipes, drains or sewers any waste, thing or fluid of a corrosive or acidic nature.

PART B

HOUSE RULES

1. No Owner or occupier shall give any instruction to the security or cleansing or caretaking staff except through the Manager.
2. No external shades, awnings or window guards shall be installed or used in or about any part of the Units. No Owner shall paint the outside of the Units or do or permit to be done anything which would in any way alter the façade or exterior appearance of any part of the Units.
3. No Owner or occupier shall use or permit to be used any part of the Units for any noisy or offensive trade or business.
4. No Owner or occupier shall make or permit any disturbing noise in his Unit or do or permit anything to be done which will interfere with the rights, comfort and convenience of other Owners or occupiers. No musical instrument wireless, televisions or other apparatus shall be played so as to disturb or annoy any other occupants.
5. Water closets and other water apparatus in the Units shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for by the Owner or occupier in whose Unit it shall have been caused or, in the case of water closets and other apparatus in common use, by the Owner or occupiers causing the same.
6. No Owner or occupier shall permit or suffer any hawker to carry on business in the Land and the Building and the Manager shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited within the Land and the Building shall be displayed by the Manager prominently near all entrances to the Building.
7. No owner or occupier shall store or keep anywhere in the Units any arms or ammunitions or gunpowder (without the prior license of the Commissioner of Police) or fireworks or any other dangerous, combustible or explosive goods or substance.
8. Any complaints touching or concerning the Land and the Building shall be made in writing to the Manager.
9. Any Owner or tenant wishing to carry out any fitting out works shall proceed in accordance with the provisions of the procedure rules and regulations from time to time specified by the Manager relating to the fitting out, and decoration of, alterations improvements and additions to, and installations at, any unit of the Building ("Fitting Out Procedure"). The fitting out works shall be executed strictly in accordance with such approved plans and the Fitting Out Procedure. The Owners and tenants shall permit the Manager at all reasonable times during the fitting out period to enter his Unit(s) to inspect the works and shall accept the Manager's authority hereunder to refuse access or to eject contractors and workmen who are found by the Manager to be acting otherwise than in accordance with the approval plans and the provisions of the Fitting Out Procedure.

SCHEDULE 10 – DATA CENTRE PREMISES

Data Centre Premises means the designated premises, which set out as follows:

- i. Data Centre Area on 12/F;
- ii. Roof Top; and
- iii. Ground Floor

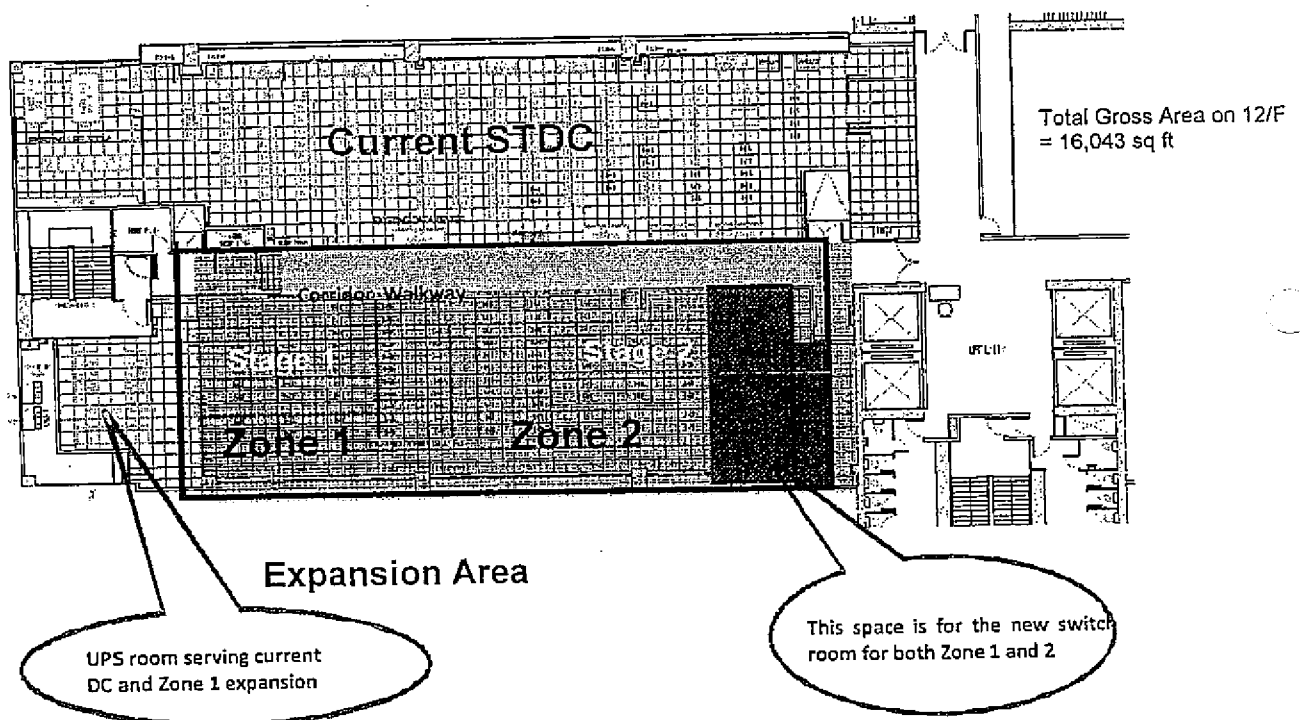
The area for:

- (1) Data Centre Area on 12/F is 9,087 sq ft
- (2) Roof Top is 1,900 sq ft
- (3) Ground Floor is 2,982 sq ft.

Floor Plan

Level 12

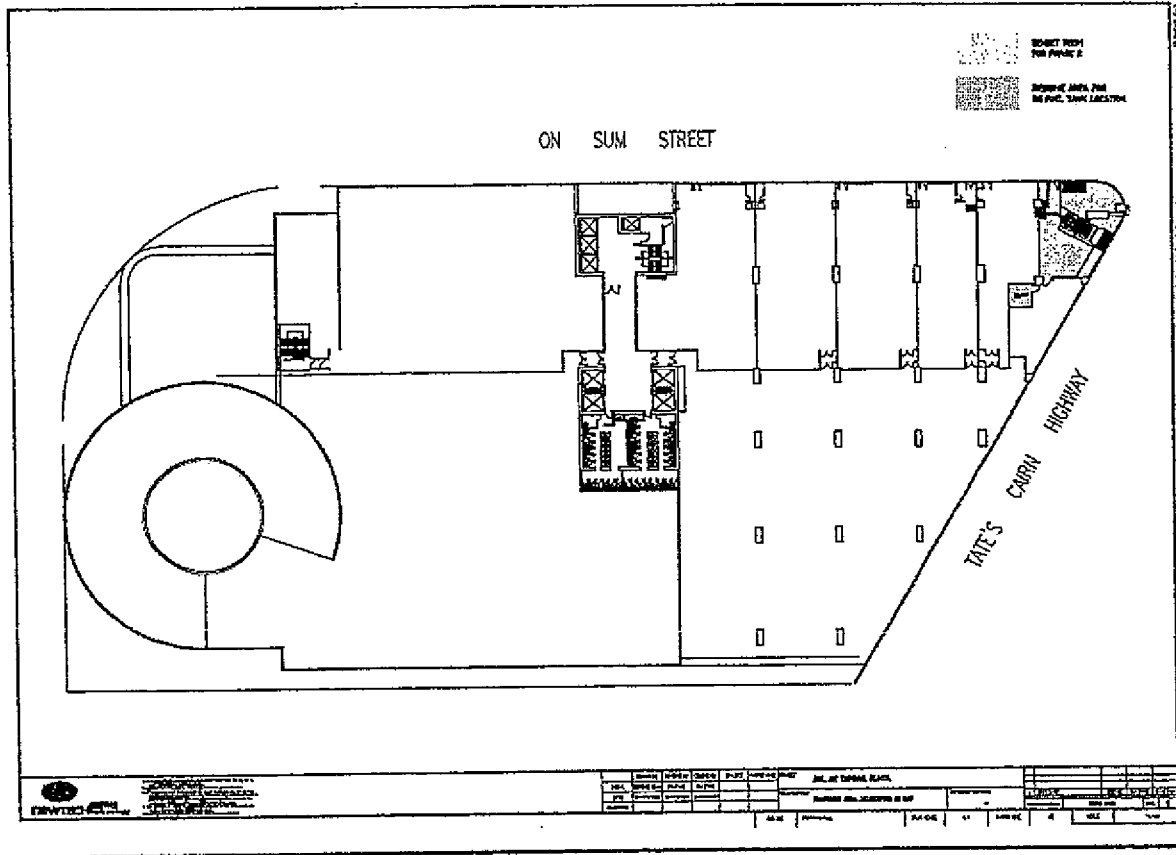
(Total Area utilised = 9,087 sq ft)



SCHEDULE 10 – DATA CENTRE PREMISES

Ground Floor

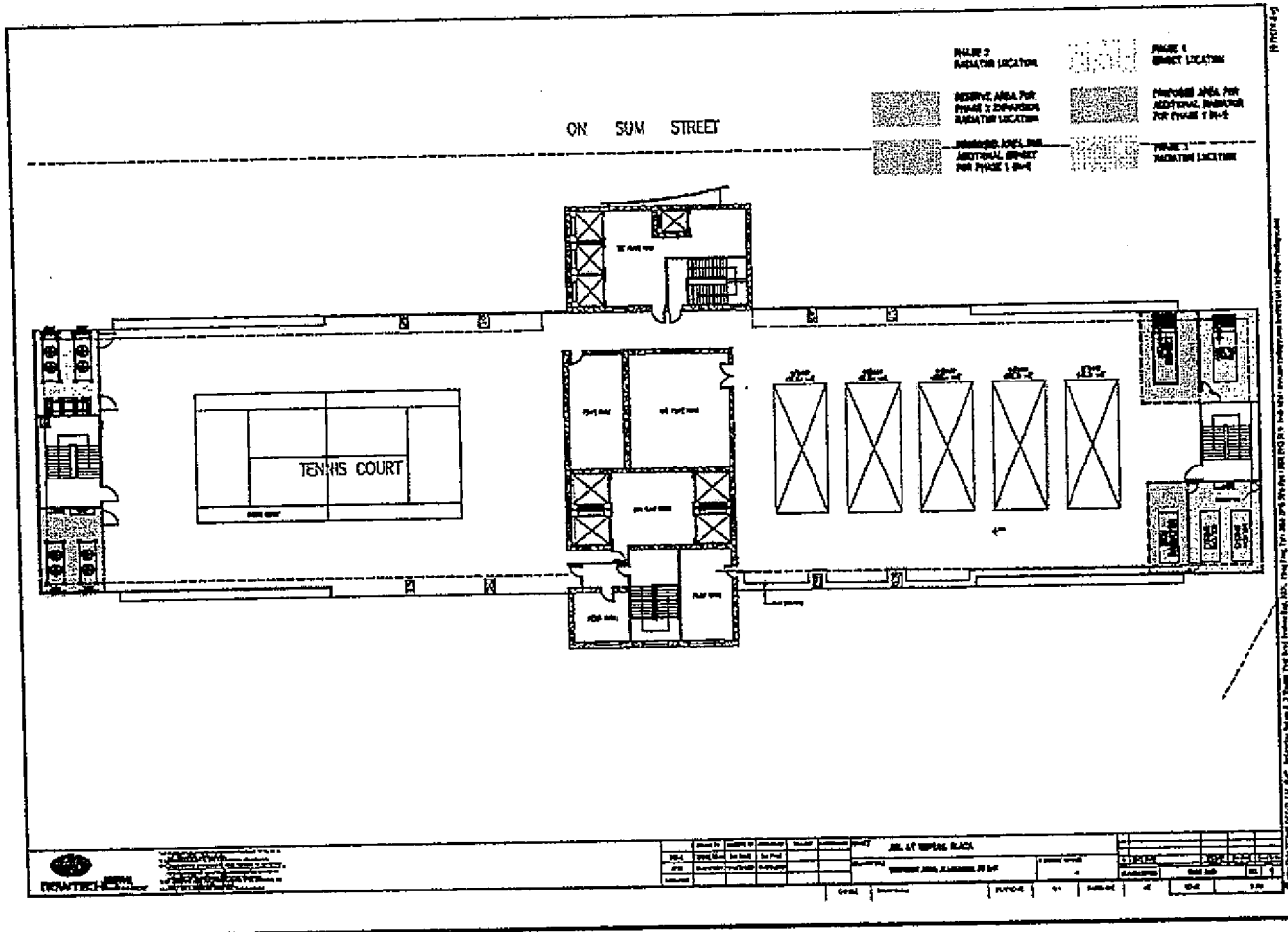
(Total Area utilised (as colour coded) = 2,982 sq ft)



SCHEDULE 10 - DATA CENTRE PREMISES

Roof Top

(Total Area utilised (as colour coded) = 1900 sq ft)



AMENDMENT AGREEMENT TO
DATA CENTRE FACILITIES MANAGEMENT AGREEMENT

This Amendment Agreement (this "Agreement") is made and entered into on the [*3rd June*] day of ~~May~~ 2009 by and between Automated Systems (H.K) Limited with its principal place of business at 15/F Topsail Plaza, 11 On Sum Street, Shatin, N.T., Hong Kong ('ASL HK') and CSC Computer Sciences HK Limited with its principal place of business at 4024-4039, 40th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong ('CSC HK') (collectively the 'Parties').

WITNESSETH:

WHEREAS the Parties have entered into a Data Centre Facilities Management Agreement dated 24th April 2009 (the "Data Centre Agreement") and the Data Centre Agreement is valid and of full force and effect; and

WHEREAS the Parties desire to amend the Data Centre Agreement in the manner herebelow set out to reflect changes as the Parties intend.

NOW the Parties hereto agree as follows:

1.1 Clause 3.1 of the Data Centre Agreement is deleted in its entirety and replaced by following: -

"3.1 Provided the Customer shall pay a cash deposit to ASL HK as stipulated in Clause 3.4, the Customer shall pay the monthly charge ("Monthly Charges") to ASL HK. The Monthly Charges shall comprise of the following as set out in the table below:-

Provision	Site
Rental Fee (To be paid by Customer to ASL)	HK\$7.50 per sq ft per month (currently 16,626 sq ft, which comprises of the 12th floor data centre (i.e. 11,744 sq ft), rooftop (i.e. 1,900 sq ft) and ground floor (i.e. 2,982 sq ft) as identified in Schedule 10)
Management Fee (To be paid by Customer to ASL)	HK\$1.45 per sq ft per month subject to adjustment should there be any change to the management fees imposed by the management company
Government Rent and Rates (To be paid by Customer to ASL)	HK\$0.35 per sq ft per month subject to adjustment based on the assessments of the Government of the HKSAR
Licensed Area	16,626 sq ft
Total Monthly Charges of Licensed Area of the Site (To be paid by Customer to ASL)	HK\$154,622.00.00 per month
Utilities & Telecom Charges (To be paid by the Customer to ASL and subject to Clause 7.3, if applicable)	Based on check meters and energy meter as charged by the utilities company"

1.2 In Schedule 10 of the Data Centre Agreement: -

"(1) Data Centre Area on 12/F is 9,087 sq ft" is deleted in its entirety and replaced by

"(1) Data Centre Area on 12/F is 11,744 sq ft".

1.3 In Schedule 10 of the Data Centre Agreement: -

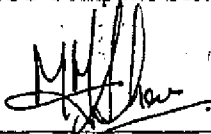
"Level 12
(Total Area utilised = 9,087 sq ft)" is deleted in its entirety and replaced by

"Level 12
(Total Area utilised = 11,744 sq ft)".

1.4 The amendment to the Data Centre Agreement is limited to those as set out hereabove. Other provisions of the Data Centre Agreement remain in full force and effect.

This Agreement is executed by the Parties on the date first above written.

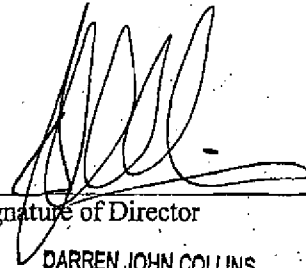
Signed for and on behalf of
CSC Computer Sciences HK Limited



Signature of Director
MICHAEL SHOVE
DIRECTOR

Name of Director

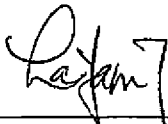
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Signature of Director
DARREN JOHN COLLINS

Name of Director

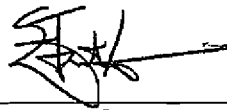
Signed for and on behalf of Automated
Systems (H.K.) Limited



Signature of Director

LAI YAM TING
Name of Director

)
)
)



Signature of Director

EDWARD LAU
Name of Director

FIRST MASTER SUBCONTRACT AGREEMENT

THIS AGREEMENT is made the 24th day of April 2009

BETWEEN:

CSC Computer Sciences HK Limited, a company incorporated in Hong Kong having its registered office at 4024-4039, 40th Floor, Sun Hung Kai Center, 30 Harbour Road, Wanchai, Hong Kong ("CSC HK");

AND

Automated Systems (H.K.) Limited a company incorporated in Hong Kong having its registered office at 15/F Topsail Plaza, 11 On Sum Street, Shatin, N.T., Hong Kong ("Subcontractor")

RECITALS

- A. Pursuant to the Global Account Transfer Agreement, several Prime Contracts will be novated to the CSC Group which involve, inter alia, the provision of Services in Hong Kong, Thailand and Taiwan ("the Region").
- B. This Agreement sets out the process, structure and general terms and conditions under which the Subcontractor will provide the Services to the CSC Group for on-supply to the Customers.

In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

PART I: PROCESS FOR THE CREATION OF SUBCONTRACTS

1. OBJECTIVES OF THE PROCESS

- 1.1 This Agreement is a Master Subcontract Agreement, the terms of which shall be incorporated by reference into one or more individual Territory Agreements, in order to create the "Subcontracts".
- 1.2 The purpose of this Master Subcontract Agreement is to:
 - (a) bring a repeatable process to the engagement of the Subcontractor in providing services for a CSC Group Company;
 - (b) outline the process and the supporting structure in sufficient detail to achieve timely documentation that supports the obligations of the parties for each Prime Contract;
 - (c) set out the general terms and conditions to apply on each occasion that the Subcontractor is engaged to provide services;
 - (d) enable the Subcontractor to engage with one CSC entity based on the terms and conditions contained in this Agreement, but subject to a written arrangement that is envisaged will be mutually agreed between the Subcontractor and each relevant CSC Group Company in relation to additional terms arising from the relevant Prime Contract and addressing the provision of services, invoicing, payment for those services and other issues.

2. STRUCTURE OF THE SUBCONTRACTS

2.1 The process involves a 3-tier cascading structure, namely:

- (a) The general terms and conditions in Part II of this Agreement which sets out the minimum rights and obligations of CSC HK, the applicable CSC Group Company and Subcontractor applicable to each Subcontract ("Minimum Terms");
- (b) The creation of a set of Customer-specific Exhibits to identify Subcontractor's detailed obligations in supporting a specific Customer and Prime Contract in the Region ("Customer Exhibits"); and
- (c) In respect of each Subcontract, a "Territory Agreement" (as defined in clause 2.2 below) applicable to it shall be signed between the Subcontractor and a specific CSC Group Company for whom Services are to be provided and which will create the Subcontractor's obligation to provide those services already identified in the Customer Exhibits and the CSC Group Company's obligation to pay for those Services, details of invoicing arrangements and any local law requirement.

2.2 Templates for each Customer Exhibit are attached to this Master Subcontract Agreement. The Customer Exhibits and the terms of this Master Subcontract Agreement form the "Territory Agreements", a template of which is set out herein as Exhibit F.

3. PROCESS FOR THE CREATION OF THE SUBCONTRACTS

3.1 On each occasion that a Prime Contract has been entered between a Customer and CSC HK, and CSC HK wishes to engage Subcontractor to provide any services in relation to that Prime Contract in the Region, CSC HK shall prepare, and CSC HK and the Subcontractor shall seek mutual agreement on the following documents:-

- (a) The set of "Customer Exhibits" which will apply to the provision of subcontracted services by the Subcontractor in the Region; which will include:
 - (i) Customer Exhibit A (Subcontract Details Form) which sets out the basic contractual details for the Region, including name of Customer, commencement date, the CSC Group Company to whom the Subcontractor is to provide Services, key contacts etc;
 - (ii) Customer Exhibit B (Prime Contract Terms) which identifies specific back-to-back terms and conditions, in addition to the Minimum Terms that will be incorporated into the provision of the Services by the Subcontractor;
 - (iii) Customer Exhibit C (SOW, SLAs and Commercials) which specifies the scope of Services to be provided, the service levels, the charges any service credits, and other commercial terms applicable to the provision of the Services in the Region;
 - (iv) If applicable, Customer Exhibit D (Assets and Third Party Contracts Transfer) which specifies details of any assets and third party contracts which are to be transferred to the Subcontractor for the provision of the Services in the Region, and the terms on which such transfer is made (including purchase price);and
 - (v) If applicable, Customer Exhibit E (Personnel Transfer) which specifies details of any personnel who are to be transferred to the Subcontractor for the provision of the Services in the Region, and the terms on which such transfer is made.

3.2 The Subcontractor and the applicable CSC Group Company will execute the Territory Agreements. On each Territory Agreement, a "Subcontract" will be formed, which will comprise of the following documents:-

- (a) Customer Exhibit A (Subcontract Details Form), as it relates to the country;
- (b) Customer Exhibit B (Prime Contract Terms);

- (c) Customer Exhibit C (SOW, SLAs and Commercials);
 - (d) Customer Exhibit D (Asset and Third Party Contracts Transfer)
 - (e) Customer Exhibit E (Personnel Transfer)
 - (f) The Minimum Terms (set out in Part II of this Master Subcontract Agreement); and
 - (g) Any other Customer Exhibits agreed by the parties for a particular Prime Contract.
- 3.3 Unless and to the extent and individual Territory Agreement expressly provides otherwise, each Subcontract shall incorporate by reference the terms and conditions of this Master Subcontract Agreement and the Customer Exhibits and shall not be construed as altering or superseding the rights and obligations of the parties under this Master Subcontract Agreement.
- 3.4 Where any conflict or inconsistency occurs between the provisions contained in two or more of the documents prescribed in clause 3.2, the documents lower in the order of precedence shall where possible be read down to resolve such conflict or inconsistency. If this does not resolve the conflict, the documents ranked higher in the order of precedence shall take priority.
- 3.5 Where a Subcontract has not yet been signed by the parties in relation to the Global Accounts before the GAT Closing, the Subcontractor agrees that upon written request by CSC HK and subject to the payment terms for the requested services being agreed by the parties, it shall provide the requested services to the CSC Group Company notwithstanding that a Subcontract has not yet been signed by the parties. CSC HK agrees that payment for those services shall be made in accordance with clause 15.
- 3.6 In relation to the existing Prime Contracts of which the Subcontractor is currently providing services, as well as any future services that the Subcontractor is requested to provide to a CSC Group Company, the parties will seek to have a signed Subcontract within two months from the later date of this Agreement or the commencement date of such services, as the case may be.

3A. CONDITIONS

This Master Subcontract Agreement shall not come into effect until all the following conditions are satisfied:-

- (a) the Securities and Futures Commission of Hong Kong granting a "special deal" consent under Rule 25 of the Takeovers Code in respect of this Master Subcontract Agreement, the Global Account Transfer Agreement, the Data Centre Agreement and the Second Master Subcontract Agreement, the termination agreement for the Territorial Agreement entered into between Automated Systems Holdings Limited and CSA Holdings Limited dated 16th October 1997, the termination agreement for the Business Referral Agreement entered into between ASL HK and CSC Malaysia Sdn Bhd (formerly known as Computer Systems Advisors (M) Sdn Bhd) dated 26th August 1997 and all the transactions contemplated thereunder, and any conditions attaching to such consent being fulfilled;
- (b) the passing of all necessary resolutions by the shareholders of Automated Systems Holdings Limited ("Listco") (other than such shareholders who are required to abstain from voting pursuant to the requirements under the Takeovers Code and/or the Listing Rules) at the general meeting of Listco by way of a poll to approve this Master Subcontract Agreement, the Global Account Transfer Agreement, the Data Centre Agreement and the Second Master Subcontract Agreement, the termination agreement for the Territorial Agreement entered into between Automated Systems Holdings Limited and CSA Holdings Limited dated 16th October 1997, the

termination agreement for the Business Referral Agreement entered into between ASL HK and CSC Malaysia Sdn Bhd (formerly known as Computer Systems Advisors (M) Sdn Bhd) dated 26th August 1997 and all the transactions contemplated thereunder; and

- (c) the GAT Closing having occurred.

4. MANAGEMENT OF THE SUBCONTRACTS

4.1 CSC HK and the Subcontractor shall meet bi-monthly (or other times as agreed) to review performance by the parties of their respective obligations under this Master Subcontract Agreement and each Subcontract.

4.2 Either party may raise any issues of concern at these regular meetings.

4.3 It is the intention of the parties that:

(a) Unless otherwise agreed, all meetings shall be conducted by teleconference with the parties represented by delegates as indentified in clauses 4.4 and 4.5; and

(b) A final agenda shall have been prepared and circulated not later than two business days (being a day other than a proclaimed public holiday in either Singapore or Hong Kong) prior to each meeting.

4.4 The CSC HK Subcontract Manager, which shall be determined within 5 business days from the date of this Master Subcontract Agreement (and his or her designee(s)) shall remain responsible for the administration of this Master Subcontract Agreement and any matters escalated relating to unresolved issues relating to the individual Subcontract on behalf of the CSC Group. Only the CSC HK Subcontract Manager (and his or her designee(s)) shall be authorised to act on behalf of CSC HK or a CSC Group Company, or to amend, modify, change, waive or discharge their rights and obligations under this Master Subcontract Agreement.

4.5 The "Subcontractor Account Manager", which shall be determined within 5 business days from the date of this Master Subcontract Agreement (and his or her designee(s)) remain responsible for the administration of this Master Subcontract Agreement and any matters escalated relating to unresolved issues relating to the individual Subcontract on behalf of the Subcontractor. Only the Subcontractor Account Manager (and his or her designee(s)) shall be authorised to act on behalf of the Subcontractor, or to amend, modify, change, waive or discharge their rights and obligations under this Master Subcontract Agreement.

5. TERM OF THE MASTER SUBCONTRACT AGREEMENT

5.1 The Master Subcontract Agreement commences on the date all the conditions in Clause 3A have been satisfied and continues for one year unless such extension is mutually agreed by both parties.

5.2 Termination of the Master Subcontract Agreement will not affect any Subcontract that has been entered under this Master Subcontract Agreement, and each Subcontract will continue until it is terminated or expired in accordance with its terms.

6. PART II: MINIMUM TERMS FOR INCLUSION IN EACH SUBCONTRACT

7. DEFINITIONS

7.1 In each Subcontract, unless the context indicates otherwise:

ASL Group means Automated Systems Holdings Limited (a company incorporated in Bermuda and whose shares are listed on The Stock Exchange of Hong Kong Limited) together with its subsidiaries.

Charges means the fees payable for the Services as specified in Customer Exhibit C (SOW, SLAs and Commercials).

Confidential Information means information which a disclosing party or its related companies now or in the future possesses relating to technical, business, financial, and other data generally considered by that party to be proprietary or confidential and which:

- (a) is marked as "Confidential" or "Proprietary," or with a similar legend, at the time of disclosure; or
- (b) is clearly identified to the receiving party as confidential or proprietary at the time of disclosure; or
- (c) is material which would typically be treated by a prudent business person as confidential.

and may include:

- (d) information relating to personnel, policies, strategies, financial position, assets, liabilities, internal management or structure of the disclosing party;
- (e) information relating to processes, tools, software, equipment, intellectual property, proprietary material, business or technical information, solutions, designs and pricing information;
- (f) Intellectual Property of the disclosing party; and
- (g) information belonging to third parties such as customers or suppliers, or potential customers or suppliers, of the disclosing party.

CSC Group means each company (including CSC HK) within the CSC Group of companies that is incorporated in a country within the Region to which the Subcontractor is required to provide Services as outlined in the relevant Customer Exhibit A (Subcontract Details Form).

CSC Group Company means a reference to the specific member of the CSC Group which is party to the Territory Agreement.

CSC Account Team means CSC HK's nominated Account Executive for the applicable Prime Contract and that Account Executive's direct reports.

Customers means the customers of CSC HK identified in Customer Exhibit A (Subcontract Details Form).

Customer Confidential Information means Confidential Information of or relating to Customer and includes:

- (a) Customer data, Customer applications and tools (whether owned by Customer or a third party) and Customer strategies, policies, procedures and practices;
- (b) information of Customer that has any actual or potential commercial value to Customer or to the person or corporation which supplied that information;
- (c) information relating to Customer's clients or suppliers and like information.

Data Centre Agreement means the Data Centre Facilities Managed Services Agreement dated 24th April 2009 between CSC HK and the Subcontractor;

Effective Date means the date on which this Subcontract comes into effect, as specified in Customer Exhibit A (Subcontract Details Form).

Equipment means the equipment (if any) listed in Customer Exhibit C (SOW, SLAs and Commercials) to be provided, operated or maintained by Subcontractor under the Subcontract.

Financial Year means the accounting year as used by the CSC Group which commences on or about 1 April in a year and finishes on or about 31 March in the following year.

GAT Closing means closing of the transactions contemplated under and in accordance the Global Account Transfer Agreement;

Global Account Transfer Agreement means the Agreement for Sale and Purchase of the Global Accounts and Assets in Hong Kong dated CSC HK and the Subcontractor;

Intellectual Property means:

- (a) inventions, discoveries and novel designs, whether registered or registrable as patents or designs, including developments or improvements of equipment, products, technology, processes, methods or techniques;
- (b) copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, and any other works or subject matter in which copyright subsists and may in the future subsist;
- (c) confidential matter and trade secrets;
- (d) trade and service marks (whether registered or unregistered); and
- (e) other proprietary right in work product.

Listing Rules means the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited;

Minimum Terms has the meaning given in Clause 2.1(a) of this Master Subcontract Agreement.

Network means the network (if any) listed in Customer Exhibit C (SOW, SLAs and Commercials) to be provided, operated or maintained by Subcontractor under this Subcontract.

Personal Information means any information or opinion relating to an identified or identifiable natural person (an identifiable person being one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity) which is collected or held by CSC HK or Subcontractor, or that is disclosed by CSC HK to Subcontractor (or vice versa), in connection with this Subcontract.

Prime Contract means each of the agreements between a member of the CSC Group and a Customer identified in Customer Exhibit A (Subcontract Details Form).

Privacy Law means, to the extent applicable, any statute, regulation or law in any country which relates to the protection of Personal Information and which a member of the CSC Group and/or Customer must observe or which the Subcontractor informs CSC HK that the Subcontractor must observe.

Second Master Subcontract Agreement means the Master Subcontract Agreement dated 24th April 2009 and entered into between CSC HK and Subcontractor which provides the principal terms relating to sub-contracting of certain services by Subcontractor to CSC HK.

Services means the services to be provided by Subcontractor in accordance with Customer Exhibit C (SOW, SLAs and Commercials).

Service Credits means rebates for Service Level failures calculated in accordance with Customer Exhibit C (SOW, SLAs and Commercials).

Service Levels means the standards of service Subcontractor must attain in supplying the Services, as specified in Customer Exhibit C (SOW, SLAs and Commercials).

Specified Personnel means the personnel (if any) specified in Customer Exhibit C (SOW, SLAs and Commercials).

Software means the software (if any) listed in Customer Exhibit C (SOW, SLAs and Commercials) to be provided, operated or maintained by Subcontractor under this Subcontract.

Stranded Costs means

- (a) installation costs, initial software licences and other prepaid expenses that Subcontractor has not recovered through service fees;
- (b) hardware and other assets that have not been fully depreciated; installation, de-installation, relocation of hardware and software, necessary as a result of a termination under clause 26.4;
- (c) novation or renegotiation of licences, leases and other third party agreements that are necessary as a result of termination;
- (d) staff severance (including redundancy or redeployment costs) in proportion to the amount of time that those staff were directly involved in providing services to CSC Group – in all cases to the extent that resources and costs were dedicated to that terminated Subcontract.

Subcontract has the meaning given in clause 3.2 of this Master Subcontract Agreement, as such a document may be amended from time to time, and any other documents expressly identified in this document as forming part of the Subcontract.

Takeovers Code means the Hong Kong Code on Takeovers and Mergers;

Term means the duration of a Subcontract, which shall continue until the earlier of termination of the Subcontract in accordance with its terms, or the discharge by the Subcontractor of all obligations by it to provide the Services as identified in the relevant Subcontract.

Territory Agreement has the meaning given in clause 2.2.

Warranty Period means the period (if any) set out in Customer Exhibit C (SOW, SLAs and Commercials) during which the Equipment, Software and/or Network will be free from faults, and/or during which all defects will be corrected at no additional charge, following the provision of the Services.

7.2 Additional definitions used in this Subcontract may be contained in the Territory Agreement and Customer Exhibit B (Prime Contract Terms).

8. INTERPRETATION

8.1 In this Master Subcontract Agreement and each Subcontract, headings are for convenience

only and do not affect the interpretation of this Master Subcontract Agreement or each Subcontract, and, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Subcontract have a corresponding meaning;
- (d) a reference to a person includes any company or other body corporate, partnership, joint venture, association, and any governmental agency;
- (e) a reference to a clause, annexure or schedule is a references to a clause of, and an annexure and schedule to, this Subcontract and a references to this Subcontract includes any annexure and schedule;
- (f) a reference to a party means CSC or Subcontractor in the case of this Master Subcontract Agreement) and the applicable CSC Group entity and Subcontractor (in the case of a Subcontract), as the context dictates, and includes that party's successors and permitted assigns;
- (g) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (h) the words "including", "such as", "for example", "eg" and similar expressions do not imply any limitations;
- (i) a reference to US\$, \$ and dollars means the lawful currency of the United States of America;
- (j) where the day on or by which any thing is to be done is not a business day in the place where it is to be done, that thing must be done on or by the next business day.

9. APPOINTMENT OF SUBCONTRACTOR

- 9.1 CSC HK appoints Subcontractor, which appointment Subcontractor accepts, as CSC HK's subcontractor for the provision of Services in accordance with the Subcontract.

10. BACK TO BACK WITH PRIME CONTRACT

- 10.1 The Parties acknowledge and agree that in addition to these Minimum Terms, those additional obligations of the CSC Group under a Prime Contract which are to apply to the Subcontractor are set out in the Customer Exhibit B (Prime Contract Terms).
- 10.2 Without limiting its obligations elsewhere in this Master Subcontract Agreement, Subcontractor must not knowingly do nor omit to do any act or thing which could cause the CSC Group to be in default under any Prime Contract.
- 10.3 As the Prime Contract provides that the CSC Group remains responsible for performance of Subcontractor under any subcontract, nothing in the Subcontract affects any rights of a CSC Group Company to act as it sees fit with respect to its dealings with any Customer, or its right to enforce or waive any provision of any Prime Contract or for CSC HK to undertake any such action with respect to the Subcontract.
- 10.4 Subcontractor acknowledges and accepts that in certain circumstances, the CSC Group's discretion to approve or disapprove any act, conduct, request or omission by Subcontractor, is subject in turn to the rights, approvals and discretion of one or more Customers.

11. TERM AND COMMENCEMENT OF SERVICES

11.1 This Subcontract will commence on the Effective Date and continue for the Term, unless earlier terminated in accordance with its terms.

12. TRANSITION-IN SERVICES

12.1 Subcontractor must perform the transition-in services as set out in:

- (a) Customer Exhibit C (SOW, SLAs and Commercials);
- (b) Customer Exhibit D (Assets and Third Party Contracts Transfer); and
- (c) Customer Exhibit E (Personnel Transfer).

12.2 Any charges for Subcontractor's transition services as set out in those Customer Exhibits.

13. SERVICES

13.1 Subcontractor shall perform the Services as identified in, and in accordance with Customer Exhibit C (SOW, SLAs and Commercials).

13.2 In performing the Services, Subcontractor must ensure that:

- (a) it provides the Services with due care, skill and due diligence by personnel with the appropriate and relevant qualifications to provide those services;
- (b) all spare and replacement parts used by Subcontractor to provide the Services are new, newly re-manufactured, repaired or refurbished; or after consultation with the relevant and affected CSC Group Company 'workable parts'; and
- (c) the Services are carried out in a manner which minimises disruption to CSC Group or Customer's operations as the case may be.

13.3 Unless otherwise specified in Customer Exhibit C (SOW, SLAs and Commercials), any replacement parts installed in the Equipment or Network will become the property of the CSC Group Company or a Customer as the case may be.

13.4 Subcontractor acknowledges that Customers are under no obligation to acquire Services from the CSC Group or Subcontractor on an exclusive basis and, subject to the terms of the Prime Contract, may acquire the whole or any part of the Services from one or more third parties. Accordingly, where Customers exercise such right, CSC HK makes no guarantee as to the volume of Services it will acquire from Subcontractor.

14. SERVICE LEVELS

14.1 Subcontractor must perform the Services so as to meet the Service Levels and other performance standards detailed in Customer Exhibit C (SOW, SLAs and Commercials).

14.2 Where Subcontractor identifies a risk which may have a significant effect on the Service Levels, Subcontractor shall immediately report the identified risk to CSC HK and the affected CSC Group Company, inform them how it will manage that risk, and promptly undertake management (together with CSC HK, where applicable) of that risk.

14.3 Where Subcontractor fails to meet any Service Level then, without limiting CSC HK or affected CSC Group Company's other remedies under the Subcontract, at law or in equity:

- (a) Subcontractor will notify CSC HK and the affected CSC Group Company of the failure;

- (b) Subcontractor will remedy the underlying cause of the failure, and provide reasonable assurance to CSC HK and the affected CSC Group Company that the failure will not occur again; and
 - (c) Subcontractor must pay (or reimburse the affected CSC Group Company where payment has already been made to the Customer) the applicable Service Credits specified in Customer Exhibit C (SOW, SLAs and Commercials).
- 14.4 In the event the Subcontractor fails to remedy any breach of Service Levels, CSC HK may elect to terminate the relevant Subcontract in whole or partially for breach of the Subcontractor's obligations to perform the Services in accordance with the Service Levels and other performance standards set out in the said Subcontract.

15. CHARGES FOR SUB-CONTRACTING

- 15.1 The Parties agree that charges payable to the Subcontractor for the sub-contracting arrangements shall be a costs plus 10% basis. For purposes of this provision, "costs" shall mean costs connected with providing the relevant function, which shall be determined by applying full cost accounting method and adding up all direct and indirect costs incurred in rendering performance of relevant function, including all costs of personnel, travel and equipment and all expenses, including overhead expenses, relating to the said personnel dedicated to the performance of the relevant function but which shall exclude all overhead allocations of the Subcontractor.
- 15.2 If required by CSC HK, the Subcontractor shall provide to CSC HK annually the amount of costs charged for the Services for the preceding period for the purpose of verifying that the Subcontractor is complying with its obligations in respect of the costs charging model above. Subcontractor shall provide a certificate from a qualified accountant qualified to practice in the country at which the Services are provided confirming that the said costs were calculated in accordance with HK GAAP and consistent with the items referred to above. In the event the external auditors determine that the costs provided by Subcontractor were incorrect, then the amounts shall be adjusted accordingly and the Subcontractor shall either re-imburse CSC HK the over-charged amount or charge the equivalent amount not included based on whether the costs were higher or lower respectively. CSC HK shall bear the costs of the audit if it is confirmed that the costs were not over-charged.

16. PRICE, INVOICING AND PAYMENT

- 16.1 Unless otherwise stated in Customer Exhibit C (SOW, SLAs and Commercials), Subcontractor shall render invoices for the Services supplied on a monthly basis and address and forward such invoices to the relevant CSC Group Company requesting the Services as identified in each Subcontract. Notwithstanding the foregoing, Subcontractor shall follow the manner of invoicing as stated in any agreed Customer Exhibit as applicable. A copy of each invoice is to be forwarded to CSC HK (to the contact person identified in Customer Exhibit A (Subcontract Details Form)).
- 16.2 Except where otherwise provided or otherwise agreed, all invoices shall be issued and all payments made in Hong Kong Dollars.
- 16.3 Subcontractor's invoices must include ("a properly rendered invoice"):
- (a) sufficient detail to enable the recipient of the CSC Group to identify and verify the Services provided by Subcontractor during the applicable invoice period; and
 - (b) such other information as may be specified in Customer Exhibit C (SOW, SLAs and Commercials). Subject to the following provisions of this clause 15, CSC HK will

ensure the payment of properly rendered invoices within 30 days of receipt of such invoices.

- 16.4 If CSC HK or the recipient CSC Group entity in good faith disputes the whole or part of any Subcontractor invoice, the CSC Group Company may withhold payment of the disputed invoice until that dispute is resolved.
- 16.5 If Customer disputes or withholds the whole or part of any CSC invoice under a Prime Contract, for reasons related to Subcontractor's performance of Services, the CSC Group Company may withhold that part of Subcontractor's invoice relating to the particular service in dispute until that dispute is resolved.
- 16.6 Subcontractor must maintain complete and accurate records of and supporting documentation for invoices submitted to CSC HK or a CSC Group Company and all payments made by CSC HK or a CSC Group Company under the Subcontract, in accordance with generally accepted accounting principles applied in the relevant country or countries on a consistent basis. CSC HK shall have reasonable access to such records, namely the records relevant to the provision of the Services, during normal business hours during the term of the Subcontract and during the period of twelve months following termination or expiry, as the case may be, of the Subcontract.

17. TAXES

- 17.1 The prices and fees specified in the Subcontract are the total charges payable by a CSC Group Company. No further charges shall be made whatsoever, including, but not limited to, on account of government levies or charges.
- 17.2 Any consideration to be paid or provided for a supply made under or in connection with this Subcontract does not include an amount on account of any goods and services tax or any similar tax ("GST"), unless expressly stated to be "GST inclusive". If any supply made under or in connection with this Subcontract is regarded as a taxable supply and is subject to any GST, the party making the supply may, in addition to any amount or consideration expressed as payable elsewhere in this Subcontract, recover from the other party an amount calculated by multiplying the amount or consideration payable for the relevant supply by the prevailing GST rate. Any additional amount on account of GST recoverable under this clause shall be calculated without any deduction or set-off of any other amount. Any amount recoverable under this clause is payable upon demand, provided always that the party making the supply will issue a tax invoice to the other party prior to the payment becoming due.

18. DEALINGS WITH CUSTOMER

- 18.1 Unless otherwise agreed between the parties and the Customer, Subcontractor (and its subcontractors) will interface through the relevant CSC Account Team for all customer-facing activities.
- 18.2 Where the Subcontract contemplates an approval, discretion, requirement, specification, direction, request, consent or like right to be exercised by Customer, then unless otherwise agreed between the parties and the applicable Customer, Subcontractor will seek such customer approval through the CSC Account Team, and will provide the CSC Account Team with any necessary assistance.
- 18.3 At CSC's Account Team's request, Subcontractor will participate in and/or provide reasonable assistance in relation to steering committees, reviews or other management meetings between a member of the CSC Group and the Customer in relation to the Prime

Contract, where such involvement reasonably relates to Subcontractor's area of responsibility.

- 18.4 Where a member of the CSC Group is obliged in the Prime Contract to respond to a Customer requirement by a specified time (e.g. produce a report, give a notice, provide invoicing etc.), and input from the Subcontractor is within its responsibilities under the Subcontract, then the Subcontractor will provide its input sufficiently in advance to that member of the CSC Group to complete its obligations to Customer in the specified time. CSC HK will provide Subcontractor with notice of a requirement consistent with the notice provided to that member of the CSC Group by the Customer.

19. DEALINGS WITH OTHER CSC SUPPLIERS

Subcontractor will co-operate with CSC HK personnel, other CSC Group Companies and the other CSC HK subcontractors and suppliers engaged (directly or indirectly) in providing services to the Customer under the Prime Contracts. If Subcontractor becomes aware of any problems or issues that could jeopardise the provision of any services to any Customer under a Prime Contract (which arises from the fault of Subcontractor) it will promptly notify CSC HK.

20. INTELLECTUAL PROPERTY

- 20.1 Unless expressly stated in writing, nothing in this Subcontract gives Subcontractor any right, title, licence or other interest in any intellectual property owned or licensed by CSC HK or Customer.
- 20.2 Unless otherwise agreed as set out in Schedule A (Subcontract Details Form), all intellectual property created in the course of work undertaken pursuant to this Subcontract by or on behalf of Subcontractor is hereby assigned to CSC HK, and shall be owned by CSC HK. Subcontractor shall procure waivers of any moral rights in such works promptly upon such right arising.
- 20.3 To the extent that any materials, which are the subject of pre-existing intellectual property rights of Subcontractor, are incorporated into or form part of any deliverables provided by Subcontractor to CSC HK, then:
- (a) Subcontractor shall provide to CSC HK full details of such materials, the relevant intellectual property, and the ownership of such materials and intellectual property; and
 - (b) Subcontractor grants, and warrants that it has the authority to grant, to the CSC Group a worldwide, perpetual, non-exclusive and royalty-free licence to use, reproduce, adapt, modify and sub-licence such pre-existing materials.
- 20.4 Subcontractor shall execute all such further documents (and shall procure its employees, agents and sub-subcontractors to execute all such further documents) and do all acts and things reasonably required by CSC HK for the purpose of giving effect to clauses 20.2 and 20.3.

21. CONFIDENTIAL INFORMATION

- 21.1 A party receiving Confidential Information under this Subcontract ("Receiver") may only use Confidential Information of the other party ("Discloser") to the extent necessary to enable the Receiver to exercise its rights or perform its obligations under this Master Subcontract Agreement or a Subcontract.
- 21.2 Receiver may only disclose Confidential Information to its personnel (being employees and

contractors) and legal and accounting advisors of it, or personnel and legal and accounting advisors of any parent company and/or wholly owned subsidiaries of it, having a need to know, and who are under non-disclosure obligations no less restrictive than this Subcontract. Receiver will advise such personnel and advisors who receive Confidential Information of its confidential nature, and ensure that such personnel and advisors do not make any unauthorised disclosure of it. Receiver will not disclose Confidential Information to any other third party without the prior written consent of the Discloser.

- 21.3 Receiver shall protect the disclosed Confidential Information from unauthorised disclosure by using the same degree of care, but no less than reasonable degree of care, as Receiver uses to protect its own proprietary or confidential information of a like nature.
- 21.4 Upon the written request of Discloser, Receiver will return or destroy (at Discloser's election) all Confidential Information received (including all copies) and provide Discloser with documentation attesting to that fact.
- 21.5 Receiver shall notify Discloser of any unauthorised use or disclosure of the Confidential Information. In the event of breach, or threatened breach, by the Receiver of this clause 21, monetary damages may not be sufficient relief, so the Discloser is entitled to enforce its rights by Specific performance or injunction proceedings, in addition to any other rights or remedies which it may have.
- 21.6 Except as otherwise agreed in writing with respect to any particular Confidential Information, the obligations of a party receiving Confidential Information under this clause 21 will survive termination of this Master Subcontract Agreement or a Subcontract and continue for as long as the information remains confidential.
- 21.7 Nothing in this Master Subcontract Agreement or a Subcontract prohibits the use or disclosure of any Confidential Information by Receiver to the extent that:
- (a) the information has been placed in the public domain otherwise than due to a default of the Receiver;
 - (b) the disclosure is expressly required by law, provided Receiver notifies Discloser promptly on receiving notice of such requirement, and asserts the confidentiality of the relevant Confidential Information to the body requiring disclosure;
 - (c) the information has been independently developed by Receiver and without reference to the Confidential Information of Discloser;
 - (d) Discloser has approved in writing the particular use or disclosure of the Confidential Information;
 - (e) use by, or disclosure to, a Customer is required under a Prime Contract and provided further that the Receiver will advise such Customer the confidential nature of the Confidential Information and has secured a written agreement from such Customer that it agrees not to make any unauthorised disclosure of such Confidential Information without the written consent of the Discloser; or
 - (f) use by, or disclosure to, another member of the CSC Group is necessary or desirable for the proper provision or receipt of services in relation to the Prime Contract and provided further that such member of the CSC Group shall comply with the obligations of CSC HK hereunder in relation to the use and protection of such Confidential Information and CSC HK shall be responsible for all the acts or omissions of such member.
- 21.8 Subcontractor will protect all Customer Confidential Information which is disclosed to it by or on behalf of CSC HK or Customer, or to which it otherwise gains access in the course of this Subcontract, as Confidential Information of CSC HK for the purposes of this clause 21. In addition, a Customer may at any time require Subcontractor to:

- (a) execute, and/or
- (b) use its best endeavours to procure its employees, agents, and sub-subcontractors engaged in the performance of this Subcontract to execute,

a separate confidentiality deed or agreement relating to non-disclosure of Customer's Confidential Information, in each case in the form required by the applicable Prime Contract. Subcontractor shall execute, or use its endeavours to procure for the execution, (as applicable) of such deed or agreement promptly.

- 21.9 Subcontractor shall on demand from a member of the CSC Group return to a Customer any documents supplied by Customer (directly or through a member of the CSC Group) to Subcontractor.

22. PRIVACY

- 22.1 Each party will ensure that its respective employees, contractors and agents are aware of the respective parties' obligations under the Privacy Law and under this clause 22 in relation to the collection, use, disclosure, storage and management of Personal Information. Each party will at all times comply with its obligations under the Privacy Law.
- 22.2 Each party will, to the extent reasonably requested by the other party, assist the other party to comply with its respective obligations under the Privacy Law.
- 22.3 Subject to clause 22.8 of this Master Subcontract Agreement, neither party will use or disclose Personal Information unless that use or disclosure is necessary in order to fulfil its obligations under this Master Subcontract Agreement or Subcontract, otherwise agreed in writing between the parties, or required by law.
- 22.4 Each party will be responsible for the accuracy and completeness of any Personal Information that it discloses to the other party. Neither party will amend, correct or otherwise alter Personal Information disclosed to it by the other party, except:
- (a) in accordance with written instructions provided by that party; or
 - (b) where reformatting of Personal Information is required for use within the receiving parties' systems, provided that any reformatting does not alter the content of the relevant Personal Information.
- 22.5 In the event that instructions are given as contemplated in clause 22.4(a), and provided that those instructions are reasonable, the party receiving the instructions will be responsible for ensuring that they are complied with as soon as practicable after receipt.
- 22.6 Each party will immediately notify the other party if it receives a complaint in relation to, or a request for access to or amendment or correction of, Personal Information. Each party will take reasonable steps to assist the other party to resolve a complaint or respond to a request in relation to Personal Information.
- 22.7 Each party will take reasonable steps to ensure that Personal Information is protected from misuse and loss and from unauthorised access, modification or disclosure.
- 22.8 Each party may only copy or keep records of Personal Information disclosed to it by the other organisation to the extent necessary for performance of this Master Subcontract Agreement or a Subcontract or as required by law.
- 22.9 Subject to the requirement of any law, each party will cease using and disclosing Personal Information disclosed to it by the other party if the other party so requests, or this Master Subcontract Agreement or the Subcontract has expired or terminated.
- 22.10 Subject to the requirements of any law, each party, if requested to do so by the other party, will return all copies of the relevant Personal Information received from the other party or

follow the other party's reasonable instructions to destroy, erase or de-identify all tangible and intangible records of that Personal Information.

22.11 Subcontractor will protect all Customer Personal Information which is disclosed to it by or on behalf of CSC HK or a Customer, or to which it otherwise gains access in the course of this Master Subcontract Agreement or Subcontract, as Personal Information of CSC HK for the purposes of this clause 22. In addition, a Customer may at any time require Subcontractor to:

- (a) execute, and/or
- (b) use its best endeavours to procure its employees, agents, and sub-subcontractors engaged in the performance of this Subcontract to execute,

a separate deed or agreement relating to the protection of Customer's Personal Information, in each case in the form required by the applicable Prime Contract. Subcontractor shall execute, or use its best endeavours to procure for the execution, (as applicable) of such deed or agreement promptly.

23. SECURITY AND SAFETY

23.1 Subcontractor shall ensure that all information and materials of CSC HK or Customer in the possession of Subcontractor for the purposes connected with the Subcontract shall be protected at all times from access or use by any employee, agent or subcontractor of Subcontractor who does not have a need to know the contents of such information and materials for the purpose of Subcontractor performing the Subcontract.

23.2 Without limiting clause 23.1, where Subcontractor shares resources with other user organisations, Subcontractor shall ensure that all CSC HK's and Customer's data, proprietary software, third party software, confidential information, or any other contract material are not accessible by those other user organisations.

23.3 Subcontractor shall comply with all reasonable security regulations or procedures or directions as may be given by CSC HK from time to time regarding any aspect of security or access to CSC HK's or a Customer's premises, systems, networks or data.

24. EXPORT

24.1 Subcontractor acknowledges that certain software and technical data which may be provided to it by a Customer or the CSC Group, or to which it may otherwise have access, under this Master Subcontract Agreement or a Subcontract may be subject to export controls under the laws and regulations of the United States and other countries. Subcontractor must not export or re-export any such items or any direct product thereof or undertake any transaction in violation of any such laws or regulations. To the extent within Subcontractor's control, Subcontractor will be responsible for, and coordinate and oversee, compliance with export laws.

25. AUDITING AND RECORD KEEPING

25.1 Subcontractor is required to maintain an auditable trail of all financial and non-financial transactions resulting from this Subcontract in an accessible and secure electronic format.

25.2 Subcontractor must maintain records required to meet Customer's audit rights until the later of:

- (a) seven (7) years after the expiration or termination of the Prime Contracts; or
- (b) all disputes or pending matters relating to each Subcontract are closed.

- 25.3 CSC HK, each Customer and their respective third party auditors, regulators and inspectors ("Auditors") have the right to audit and inspect (or, in relation to personnel, interview):
- (a) the resources and systems used by Subcontractor or its sub-subcontractors in connection with the provision of the Services;
 - (b) any financial records required to verify invoices rendered by Subcontractor;
 - (c) any practice or procedures of Subcontractor relating to this Subcontract or its sub-subcontractors;
 - (d) any Customer Confidential Information in Subcontractor's or its sub-subcontractors' possession, custody or control; and
 - (e) any premises from which the Services are being provided, subject to compliance with health and safety, security and confidentiality obligations notified by Subcontractor to CSC HK from time to time.
- 25.4 Subcontractor must cooperate with CSC HK and each Customer in connection with audit functions and with regard to examinations by Auditors, and must provide all reasonable assistance required by an Auditor, including:
- (a) allowing access at all reasonable times to records or facilities relevant to the audit;
 - (b) providing appropriate office facilities in the relevant premises;
 - (c) allowing the Auditor to make copies of any relevant document, records or data, or any extracts of documents, records or data, subject to proprietary rights and confidentiality obligations;
 - (d) making appropriate personnel available to answer queries; and
 - (e) installing and operating audit software and other computer assisted audit techniques.
- 25.5 Subcontractor will provide to the CSC Account Team for disclosure to one or more Customers, with disclosures of material findings in any internal or external audit reports or security reports (or portions thereof) relevant to the Services or the applicable Customers.
- 25.6 If an audit or an inspection reveals that Subcontractor is not complying with this Subcontract, and CSC HK so notifies Subcontractor, Subcontractor must take such action as is necessary to promptly remedy the non-compliance. In so doing, Subcontractor must take into account reasonable directions or instructions from CSC HK, or any applicable Customer or Auditor as to the manner (including timing) in which such non-compliance must be remedied.

26. TERMINATION

- 26.1 Subject to following clauses of this clause 26, this Subcontract will terminate (with effect from the date specified in the notice) upon CSC HK notifying Subcontractor that:
- (a) the applicable Prime Contract is terminated for whatever reason;
 - (b) the applicable Prime Contract is varied or partially terminated for whatever reason with the effect that it no longer includes the matters within Subcontractor's area of responsibility; or
 - (c) the Customer has revoked its approval of Subcontractor for any reason permitted by the applicable Prime Contract.
- 26.2 As an alternative to termination under clause 26.1, if a Customer terminates the Prime Contract (or that part of the Prime Contract which covers Subcontractor's area of responsibility), for whatever reason, then CSC HK may notify Subcontractor that Customer requires CSC HK to:

- (a) assign or novate its obligations under the Subcontract (as they apply to that Customer) to Customer; or
- (b) procure that Subcontractor enters into an equivalent agreement directly with the Customer for those services, which relate to that Customer.

If the Customer does so require, Subcontractor agrees to consent to such assignment or enter into a novation agreement or equivalent agreement with the Customer (at CSC HK's election). In any event, where the Customer does not require Services from CSC HK which covers Subcontractor's area of responsibility, CSC HK shall provide all reasonable assistance to Subcontractor to have those services provided by Subcontractor directly to the Customer.

26.3 Without limiting clause 26.1, a party (the "Non-Default Party") may, without prejudice to any right of action, remedy or defence which has accrued or may accrue in its favour, terminate the Subcontract with immediate effect by notice in writing to the other party (the "Default Party") if:

- (a) the Default Party commits any material breach of this Subcontract (or commits a number of breaches that collectively constitute a material breach) that:
 - (i) is not capable of being rectified; or
 - (ii) if it is capable of being rectified, the Default Party has not rectified within 14 days after receiving a notice of breach from the Non-Default Party.
- (b) (if the Default Party is the Subcontractor) Subcontractor commits any breach of this Subcontract which causes CSC HK to be liable for damages, liquidated damages or service credits under the Prime Contract.
- (c) the Default Party becomes unable to pay its debts as and when they fall due;
- (d) an application or an order is made for the winding up of the Default Party, or
- (e) the Default Party ceases or threatens to cease to carry out its business;
- (f) the Default Party becomes, or is in jeopardy of becoming, subject to any form of insolvency administration.
- (g) any material statement made or particular given by the Default Party to the Non-Default Party prior to or in relation to this Subcontract is found to be incorrect in any material respect;
- (h) any other event or series of events, whether related or not, exists or occurs (including, without limitation, any material adverse change in the business, assets, management or financial condition of the Default Party), which in the reasonable opinion of the Non-Default Party would adversely affect the ability of the Default Party to comply with any of its obligations under the Subcontract; or
- (i) (if the Default Party is the Subcontractor) there is a change in control or ownership of Subcontractor that in the reasonable opinion of CSC HK or a Customer, adversely affects Subcontractor's ability to provide the Services.

26.4 In addition to any other rights it has under this Subcontract, CSC HK may terminate this Subcontract at any time for convenience by giving Subcontractor notice specifying a termination date, which termination date shall be at least 30 days after the date of CSC HK giving such notice. If CSC HK terminates this Subcontract under clause 26.1, and provided that such termination is not as a result of the act, omission or negligence of the Subcontractor, or this clause 26.4 :

- (a) Subcontractor will comply with any reasonable directions given by a CSC Group Company and will minimise the financial cost to CSC HK where commercially possible;

- (b) Subcontractor will do anything reasonably possible to mitigate its losses arising in consequence of termination of this Subcontract and upon receiving notice from CSC HK will use its reasonable endeavour to ensure that no new expenses will be incurred that may constitute Stranded Costs; and
 - (c) The relevant CSC Group Company or CSC HK will pay Stranded Costs to the Subcontractor. For such purpose, Subcontractor will provide CSC HK with substantiating details for all claimable items that comprise Stranded Costs so as to demonstrate to CSC HK that the Stranded Costs are fair and reasonable. Both parties shall agree the items that comprise Stranded Costs in good faith and according to the foregoing principles prior to any invoicing for such costs by the Subcontractor.
- 26.5 Subcontractor will use all reasonable endeavours to minimise the financial cost to CSC HK arising from a termination for convenience or under clause 26.1 and shall consult with CSC HK about its loss mitigation strategy to minimise Stranded Costs.
- 26.6 Where the Stranded Costs relate to shared resources (meaning resources which are not used solely in relation to the Services), the Subcontractor will be entitled to a reduced proportion of those Stranded Costs which reflects the use made of such shared resources in relation to the terminated Subcontract.

27. **DISENGAGEMENT**

Upon termination or expiration of this Subcontract, for whatever reason, Subcontractor shall, at the written request of CSC HK or the relevant CSC Group Company, as the case may be, provide all reasonably necessary assistance to that CSC entity and/or the applicable Customer to ensure a non-disrupted business continuation of the Services. CSC Group Company shall pay Subcontractor its reasonable costs and expenses incurred under this clause which shall be based upon the charges set out in Customer Exhibit C (SOW, SLAs, and Commercials). This assistance may extend to aiding CSC HK and/or the applicable Customer to re-establish the Services either in house or by the use of an external supplier and shall be carried out in accordance with the disengagement plan agreed by CSC HK, the relevant CSC Group Company and the relevant Customer at the time of disengagement.

28. **WARRANTIES**

- 28.1 **Authority.** Subcontractor and CSC HK represents and warrants to each other, and it is a condition of this Master Subcontract Agreement, that as at the date of this Master Subcontract Agreement:
- (a) this Master Subcontract Agreement constitutes a legal, valid and binding obligation on it enforceable in accordance with its terms by appropriate legal remedy;
 - (b) it has the requisite corporate power and authority to enter into this Master Subcontract Agreement and to carry out its obligations under this Master Subcontract Agreement; and
 - (c) this Master Subcontract Agreement does not conflict with or result in the breach of or default under any provision of its constitution or any material terms or provision of any agreement, writ, order or injunction, judgement or law to which it is a party or is subject or by which it is bound.
- 28.2 **Disclosure.** It is a condition of this Master Subcontract Agreement that Subcontractor has disclosed in writing to CSC HK prior to this Master Subcontract Agreement of matters materially affecting Subcontractor's ability to perform any of its obligations under this Subcontract, and Subcontractor shall promptly notify and fully disclose to CSC HK in writing

any event or occurrence actual or threatened during the term which would materially affect Subcontractor's ability to perform any of its obligations under this Master Subcontract Agreement.

28.3 **Personnel payments.** Subcontractor represents and warrants that:

- (a) it has the sole responsibility for, and it will pay, all wages, leave payments, payments in respect of workers compensation, superannuation and all taxes (including, but not limited to, payroll taxes) in respect of the personnel involved in the supply of the Services pursuant to each Subcontract for the duration of their involvement with Subcontractor; and
- (b) it has the sole responsibility for, and it will make, all deductions required in respect of the personnel involved in the supply of the Services pursuant to each Subcontract for the duration of their involvement and/or employment with Subcontractor.

28.4 **Non-Infringement.** Subcontractor represents and warrants that it will perform its obligations under the Subcontract in a manner that does not infringe the Intellectual Property rights of any third party.

28.5 **Compliance with Laws.** Subcontractor represents and warrants that it is not in breach of and will comply, with the provisions of any relevant statutes, regulations and by-laws ("Laws").

29. INDEMNITIES

Subcontractor shall at all times indemnify and hold harmless CSC HK and the relevant CSC Group Company, and their respective officers, employees and agents (in this clause referred to as "Indemnitees") from and against any loss or damage (including legal costs and expenses) suffered, or liability incurred, by any of the Indemnitees arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss, or damage or liability:

- (a) was caused by any wilful act or omission or gross negligence of Subcontractor, its employees, agents or sub-subcontractors resulting in a breach of the obligations of Subcontractor under this Master Subcontract Agreement or any Subcontract; or
- (b) is in respect of personal injury or death to any of Subcontractor's personnel or to any third-party occurring during the course of their performing this Master Subcontract Agreement or any Subcontract; or
- (c) a breach of obligations in relation to Confidential Information, Customer's Confidential Information, Customer data, privacy or data security.

Provided always that such indemnity such not apply if the Subcontractor or its relevant employee or personnel was performing the instructions of the relevant CSC Group Company.

30. LIMITATION OF LIABILITY

Except as provided for in clause 30, the total liability of the Subcontractor in respect of all other events giving rise to liability of the Subcontractor in respect of all the Subcontracts entered into pursuant to this Master Sub-Contract Agreement shall be limited to HKD3,000,000.

31. DISPUTE RESOLUTION

31.1 Where there is a dispute between the parties in relation to this Master Subcontract Agreement or a Subcontract which cannot be resolved without the involvement of the Customer, CSC HK will use reasonable endeavours to obtain the Customer's involvement, including by

- initiating the dispute resolution procedures under the applicable Prime Contracts if appropriate.
- 31.2 Any dispute, controversy or claim arising out of or in connection with this Master Subcontract Agreement or a Subcontract, including any question regarding its existence, validity or termination, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Ordinance (Cap. 341 of the Laws of Hong Kong) as at present in force and as may be amended from time to time. The appointing authority shall be the Hong Kong International Arbitration Centre.
- 31.3 The place of arbitration shall be in Hong Kong and shall take place at the Hong Kong International Arbitration Centre and there shall be only one arbitrator. If the parties fail to agree on the designation of an arbitrator within a twenty (20) day period, the Hong Kong International Arbitration Centre shall be requested to designate the single arbitrator. Any arbitration shall be administered by the Hong Kong International Arbitration Centre in accordance with its procedures for arbitration in force at the date of this Master Subcontract Agreement including such additions to the Arbitration Ordinance (Cap. 341 of the Laws of Hong Kong) as are therein contained. The language for the arbitration proceedings shall be English.
- 31.4 Prior to referring a matter to arbitration pursuant to clause 32.2, the parties shall:
- (a) formally refer the dispute to senior personnel for consideration; and
 - (b) in good faith explore the prospect of mediation.
- 31.5 Nothing in this clause shall prevent a party from seeking urgent equitable relief before an appropriate court.
- 31.6 CSC HK and Subcontractor will continue to perform their respective obligations under the Subcontract pending the resolution of a dispute.

32. CONFLICT OF INTEREST

- 32.1 Subcontractor and CSC HK undertakes to each other to refrain at all times during this Subcontract, and subsequent to the termination or expiry of this Subcontract, from making or issuing any derogatory remark or statement regarding the Customers or CSC HK or Subcontractor, or their respective personnel or businesses.
- 32.2 Subcontractor warrants that at the date of signing this Master Subcontract Agreement, and each Subcontract, it has no conflict of interest, and no such conflict is likely to arise, as a result of Subcontractor's supply of the Services to CSC HK.
- 32.3 Subcontractor shall not, and shall use its best endeavours to ensure that any employee, agent or sub-subcontractor of Subcontractor shall not, during the course of this Master Subcontract Agreement and each Subcontract, engage in any activity or obtain any interest likely to conflict with or restrict Subcontractor in performing its obligations under this Master Subcontract Agreement and each Subcontract fairly and independently.
- 32.4 If during the course of this Master Subcontract Agreement and each Subcontract, Subcontractor has a conflict of interest, or a risk of it having a conflict of interest arises, Subcontractor undertakes to notify CSC HK immediately in writing and thereafter comply with any reasonable direction of CSC HK which, in CSC HK's reasonable opinion, is necessary to remove the conflict of interest or risk of conflict of interest. If such conflict of interest or risk of conflict of interest cannot, in CSC HK's reasonable opinion, be removed, CSC HK may immediately terminate each affected Subcontract.

33. SUB-SUBCONTRACTING

- 33.1 Subcontractor shall not subcontract the performance of any part of this Master Subcontract Agreement or the Subcontract without the prior written consent of CSC HK, such consent not to be unreasonably withheld or delayed.
- 33.2 Without limiting clause 35.1, before entering into a sub-subcontract, Subcontractor must give CSC HK reasonable prior written notice specifying the Services affected, the scope of the proposed sub-subcontract, and the identity and qualifications of the proposed sub-subcontractor.
- 33.3 CSC HK and the Customers will have the right to approve or disapprove of proposed sub-subcontractors. CSC HK and the Customers each will have the right, at its reasonable discretion, to revoke its prior approval of a sub-subcontractor and to direct Subcontractor to replace a sub-subcontractor if:
- (a) the sub-subcontractor's performance is materially deficient;
 - (b) good faith doubts exist about the sub-subcontractor's ability to perform because of changes in the sub-subcontractor's ownership, management, financial condition, or otherwise; or
 - (c) there have been material misrepresentations by or about the sub-subcontractor.
- 33.4 Subcontractor must include in its sub-subcontracts provisions substantially similar to:
- (a) Clause 19 (Intellectual Property), 20 (Confidentiality), 21 (Privacy), 22 (Security), 23 (Export), 24 (Auditing and Record Keeping), 25 (Insurance), 32 (No Poaching), 33 (Conflict of Interest) and this clause 35 (Sub-subcontracting);
 - (b) Customer Exhibit B (Prime Contract Terms);
 - (c) relevant provisions of the other Exhibits;; and
 - (d) any other provisions as necessary for Subcontractor to fulfil its obligations under this Subcontract.
- 33.5 Subcontractor shall not be relieved of any its liabilities or obligations under this Subcontract by entering into any sub-subcontract. Subcontractor shall be liable to CSC HK for the acts and omissions of any sub-subcontractor or any employee or agent of such sub-subcontractor as fully as if they were the acts or omissions of Subcontractor or the employees or agents of Subcontractor.
- 33.6 Subcontractor will be CSC HK's sole point of contact regarding the Services, including with respect to payment.

34. PUBLICITY

- 34.1 Save as required by the rules and regulations governing the listing of shares of Automated Systems Holdings Limited (being the parent company of Subcontractor) on The Stock Exchange of Hong Kong Limited or Takeovers Codes, no party shall make any press or other public statements in respect of this Master Subcontract Agreement, any Subcontract or any Prime Contract without prior written consent of the other party.
- 34.2 Both parties shall maintain the confidentiality of the terms and conditions of this Master Subcontract Agreement and the Subcontracts, provided that Subcontractor consents to CSC HK disclosing the terms and conditions of this Subcontract to the Customers

35. NOTICES

35.1 Notices under this Master Subcontract Agreement must be in legible writing and in English, signed by a person duly authorised by the sender, delivered by hand or by facsimile to the address shown below, or the address last notified by the intended recipient to the sender:

35.2 If to CSC HK:

Vice President, Finance Asia at the address identified on page 1 of this Master Subcontract Agreement

If to Subcontractor:

Financial Controller, at the address identified on page 1 of this Master Subcontract Agreement.

35.3 Notice shall be deemed given:

- (a) in the case of hand delivery, upon written acknowledgment of receipt by an officer or other duly authorised employee, agent or representative of the receiving party;
- (b) in the case of facsimile when transmitted to the addressee, subject to proof of successful transmission,

but if delivery or receipt occurs on a day on which business is not generally carried on in the place to which the communication is delivered or transmitted or is later than 4 pm (local time), it will be taken to have been duly given or made at the commencement of business on the next day on which business is generally carried on in the place.

36. GENERAL

36.1 **Negotiated terms.** The provisions of this Master Subcontract Agreement and each Subcontract are the result of negotiations between the parties. Accordingly, this Master Subcontract Agreement and each Subcontract shall not be construed in favour of or against either party by reason of the extent to which the party or any of its professional advisors participated in its preparation.

36.2 **Relationship of the parties.** Each party enters this Master Subcontract Agreement and each Subcontract as an independent contractor. Neither party is the partner, agent, employee or representative of the other party. No party has the authority or power to bind the other party or contract in the name of the other party in any way or for any purpose.

36.3 **To the extent not excluded by law.** The rights, duties and remedies provided in this Master Subcontract Agreement and each Subcontract operate to the extent not excluded by law.

36.4 **No Assignment.** No party may assign, in whole or in part, its benefits or obligations under this Master Subcontract Agreement without the prior written consent of the other party.

36.5 **Stamp duty and costs.** Each party shall bear its own costs arising out of the preparation of this Master Subcontract Agreement and any Subcontract. Subcontractor and CSC HK shall bear in equal share any stamp duty (including fines and penalties) chargeable on this Master Subcontract Agreement and any Subcontract and on any instruments entered into under this Master Subcontract Agreement or any Subcontract.

36.6 **Severability.** Any provision of this Master Subcontract Agreement or any Subcontract which is invalid or unenforceable in any jurisdiction is to be read down so as to be valid and enforceable if possible, or if that is not possible, will be ineffective in that jurisdiction to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Master Subcontract Agreement or Subcontract or the validity or enforceability of that

provision in any other jurisdiction.

- 36.7 **Rights cumulative.** The rights and remedies provided in this Master Subcontract Agreement and each Subcontract are cumulative with and do not exclude any rights and remedies provided by law.
- 36.8 **Entire Agreement.** This Master Subcontract Agreement and each Subcontract constitutes the entire agreement of the parties, superseding all prior agreements, undertakings, representations or understandings as to its subject matter.
- 36.9 **Variations.** The provisions of this Master Subcontract Agreement and each Subcontract may not be varied except by agreement in writing signed by the Parties.
- 36.10 **Waivers.** No right under this Master Subcontract Agreement or any Subcontract shall be deemed to be waived except by notice in writing signed by each party. This clause may only be waived in writing. A waiver by a party pursuant to this clause shall not prejudice its rights in respect of any subsequent or continuing breach of this Master Subcontract Agreement or any Subcontract by the other party.
- 36.11 **Survival.** The following clauses of this Master Subcontract Agreement will remain in full force and effect following the expiration or termination of this Master Subcontract Agreement and any Subcontract: clause 19 (Intellectual Property), 20 (Confidentiality), 21 (Privacy) 20 (Security), 22 (Security and Safety), 24 (Auditing and record keeping), 27 (Disengagement), 29 (Indemnities), 35 (Publicity), Customer Exhibit B and such other provisions of this Master Subcontract Agreement or Subcontract which are expressed to have, or capable of having, effect after the expiration of this Master Subcontract Agreement or Subcontract.
- 36.12 **Further assurances.** Each party must do all things and execute all further documents as reasonably required of it by notice from the other party to give full effect to this Master Subcontract Agreement and each Subcontract.
- 36.13 **Governing Law.** This Master Subcontract Agreement is governed by the laws of Hong Kong. Each Subcontract shall be governed by the laws of the country stated in the applicable Territory Agreement. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

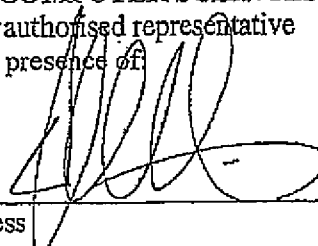
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EXECUTED AS AN AGREEMENT

Signed for and on behalf of
CSC COMPUTER SCIENCES HK LIMITED
by its authorised representative
in the presence of:

)
)
)
)

Witness



DARREN JOHN COLLINS
Name of Witness

Representative



MICHAEL SHOVE
Print Name

PRESIDENT CSC ASIA.
Print Title

Signed for and on behalf of
AUTOMATED SYSTEMS (H.K.) LIMITED
by its authorised representative
in the presence of:


)
)
)
)

Witness



EDWARD LAU
Name of Witness

Representative



LAI YAM TING
Print Name

MANAGING DIRECTOR
Print Title

TEMPLATE FOR CUSTOMER EXHIBIT A: SUBCONTRACT DETAILS FORM

<p>CUSTOMER (CLAUSE 3.1)</p>	
<p>EFFECTIVE DATE (CLAUSE 3.1)</p>	<p>The Effective Date is [*] notwithstanding that the Subcontract may have been executed on an alternate date.</p>
<p>PRIME CONTRACT (CLAUSE 3.1)</p>	
<p>TERM (CLAUSE 3.1)</p>	<p>The Subcontract commences on the Effective Date and will expire on [*]</p>
<p>NON-COMPETE (CLAUSE 15.5)</p>	<p>[state if applicable or not]</p>
<p>IP OWNERSHIP, INCLUDING THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS (CLAUSES 19.2 AND 19.3)</p>	<p>[state if Subcontractor will own any newly developed IP]</p>
<p>INSURANCE (CLAUSE 25.1)</p>	<ul style="list-style-type: none"> • Public and Product Liability Insurance to the value of at least [#insert amount] per occurrence • Professional Indemnity Insurance to the value of at least [#insert amount] per occurrence • Workers compensation insurance required by law.
<p>ADDRESS FOR NOTICES (CLAUSE 36.1)</p>	<p><i>To CSC :</i> <i>Name:</i> [insert] <i>Address:</i> ##### <i>with a copy to :</i> CSC Legal and Contracts Management Asia <i>Fax :</i> (65) 6422 6410</p> <p><i>To Subcontractor:</i> <i>Name:</i> [insert] <i>Address:</i> [insert] <i>Fax:</i> [insert]</p>

TEMPLATE FOR CUSTOMER EXHIBIT B: PRIME CONTRACT TERMS

The following terms are based on clauses extracted from the Prime Contract. These reflect obligations which CSC HK has to Customer under the Prime Contract, which Subcontractor agrees it will also be bound by.

Clause numbers are the same as in the Prime Contract.

TEMPLATE FOR CUSTOMER EXHIBIT C: SOW, SLAS AND COMMERCIALS (TEMPLATE/CHECKLIST)

This Statement of Work is an attachment to the Subcontract Agreement between CSC HK and *[insert Subcontractor]* dated *[insert date of signing of Subcontract]*.

SERVICES TO BE PROVIDED (CLAUSES 3.1, 7, 0)

Describe in detail the services to be supplied by Subcontractor.

Include any deliverables.

Include a list of any software, equipment or networks to be provided, operated or maintained by Subcontractor

Include any applicable warranty periods

Include any agreed milestones, timetables and project plans

Specify any transition-in services which may be required

Specify any Services which are to be the subject of acceptance tests, the nature of those tests, the requirements for acceptance testing, and acceptance criteria.

Include any required reports

SERVICE LEVELS, SERVICE CREDITS AND LIQUIDATED DAMAGES (CLAUSES 3.1, 8.4, 0)

Specify any applicable service levels,

Include any rebates or credits due to CSC HK for a failure of service levels

CHARGES AND INVOICING (CLAUSES 3.1, 0, 16, 26.4, 27)

Include the fees, or method of calculating the fees. (These should be GST exclusive)

State clearly whether the fee is fixed, time and materials, or some other basis.

If the fees are to be charged on a time and materials basis, include appropriate hourly or daily rates.

If daily rates are specified, include how long a standard "day" is, and how partial days and overtime are to be dealt with. Include any required procedures for approval of timesheets and materials charges.

Include any fees which may be payable for transition-in at the start, or disengagement at the end, of the Statement of Work

If any termination fees are payable if CSC HK terminates for convenience, include them here.

Include any requirements for when invoices must be provided.

Include any additional supporting information required to accompany invoices

SPECIFIED PERSONNEL (CLAUSES 3.1, 12)

Specify if there are any individual employees of the Subcontractor who are required to perform the Services.

APPROVED SUB-SUBCONTRACTING (CLAUSE 33)

Specify if any of the Services are to be sub-subcontracted, and to whom

TEMPLATE FOR CUSTOMER EXHIBIT D: ASSETS AND THIRD PARTY CONTRACTS TRANSFERS

TEMPLATE FOR CUSTOMER EXHIBIT E: PERSONNEL TRANSFER

TEMPLATE FOR CUSTOMER EXHIBIT F: TERRITORY AGREEMENT

FORM OF TERRITORY AGREEMENT

This **TERRITORY AGREEMENT** made this day and effective as of _____ (the "Territory Agreement Effective Date"), by and between _____ (the "Local CSC Entity") a _____ company and _____ (the "Local ASL Entity"), a _____ company.

WHEREAS, Automated Systems (H.K.) Limited ("ASL") and CSC Computer Sciences HK Limited ("CSC HK") are parties to a Master Subcontract Agreement ("MSA"), dated 24th April 2009, pursuant to which CSC or a CSC Affiliate (such term, and all other terms used with initial capitalization and not otherwise defined herein, as defined in the MSA) may acquire information technology services in various Territories from ASL Affiliates;

WHEREAS, the Local CSC Entity is an Affiliate of CSC and the Local ASL Entity is an Affiliate of ASL;

WHEREAS, the Local CSC Entity desires to obtain Services, and the Local ASL Entity desires to provide such Services; and

WHEREAS, the parties have determined that a Territory Agreement is required to effectuate the MSA in the Territory in which the Local CSC Entity and the Local ASL Entity are located,

NOW, THEREFORE, in consideration of the premises, the parties intending to be legally bound agree as follows:

1. General

1.1 MSA.

This Territory Agreement is intended to, and shall, constitute a Territory Agreement under the MSA. The terms of the MSA are hereby incorporated by reference into this Territory Agreement. In the event of a conflict between this Territory Agreement and the MSA, the terms of the Territory Agreement shall prevail. Any amendment or modification of the MSA shall be deemed incorporated into this Territory Agreement without the necessity of further action by either party.

2. Services and Service Levels

2.1 Services.

Beginning on the Territory Agreement Effective Date, the Local ASL Entity shall provide to the Local CSC Entity the Services, unless modified by Exhibit X [SOW Attachment], as they may change and evolve during the Term and as they may be supplemented, enhanced, modified or replaced in accordance with the MSA.

2.2 Service Levels.

The Local ASL Entity shall provide the Services to the Local CSC Entity in accordance with the Service Levels and Performance Standards provided in Exhibit C herein.

3. Charges and Billing

3.1 Fees.

All Fees for the Services provided to the Local CSC Entity by the Local ASL Entity are as provided in the Fee Schedule set out in Exhibit C herein.

3.2 Billing.

The invoicing for the Services provided by the Local ASL Entity to the Local CSC Entity will be in accordance with Section 16 of the MSA.

4. Employee Transfer Liability

[NOTE: If employees of the Local CSC Entity are to transfer appropriate provisions should be inserted here.] Transfer of employees listed in Exhibit E herein.

5. Additional Provisions

[parties to insert any additional provisions to add or to vary the MSA here]

IN WITNESS WHEREOF, the parties hereto have caused this Territory Agreement to be executed on its behalf by its officers or representatives thereunto duly authorized, as of the date above written.

[Local CSC Entity]

[Local ASL Entity]

By: _____
Name _____
Title _____

By: _____
Name _____
Title _____

By: _____
Name _____

SECOND MASTER SUBCONTRACT AGREEMENT

THIS AGREEMENT is made the 24th day of April 2009

BETWEEN:

Automated Systems (H.K.) Limited a company incorporated in Hong Kong having its registered office at 15/F Topsail Plaza, 11 On Sum Street, Shatin, N.T., Hong Kong ("ASL HK");

AND

CSC Computer Sciences HK Limited, a company incorporated in Hong Kong having its registered office at 4024-4039, 40th Floor, Sun Hung Kai Center, 30 Harbour Road, Wanchai, Hong Kong ("Subcontractor")

RECITALS

A. This Agreement sets out the process, structure and general terms and conditions under which the Subcontractor will provide the Services to the ASL Group for on-supply to the Customers.

In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

PART I: PROCESS FOR THE CREATION OF SUBCONTRACTS

1. OBJECTIVES OF THE PROCESS

- 1.1 This Agreement is a Master Subcontract Agreement, the terms of which shall be incorporated by reference into one or more individual Territory Agreements, in order to create the "Subcontracts".
- 1.2 The purpose of this Master Subcontract Agreement is to:
- 1.3 bring a repeatable process to the engagement of the Subcontractor in providing services for a ASL Group Company;
- 1.4 outline the process and the supporting structure in sufficient detail to achieve timely documentation that supports the obligations of the parties for each Prime Contract;
- 1.5 set out the general terms and conditions to apply on each occasion that the Subcontractor is engaged to provide services;
- 1.6 enable the Subcontractor to engage with one ASL entity based on the terms and conditions contained in this Agreement, but subject to a written arrangement that is envisaged will be mutually agreed between the Subcontractor and each relevant ASL Group Company in relation to additional terms arising from the relevant Prime Contract and addressing the provision of services, invoicing, payment for those services and other issues.

2. STRUCTURE OF THE SUBCONTRACTS

- 2.1 The process involves a 3-tier cascading structure, namely:
- 2.2 The general terms and conditions in Part II of this Agreement which sets out the minimum

rights and obligations of ASL HK, the applicable ASL Group Company and Subcontractor applicable to each Subcontract (“Minimum Terms”);

- 2.3 The creation of a set of Customer-specific Exhibits to identity Subcontractor’s detailed obligations in supporting a specific Customer and Prime Contract in the Region (“Customer Exhibits”); and
- 2.4 In respect of each Subcontract, a “Territory Agreement” (as defined in clause 2.2 below) applicable to it shall be signed between the Subcontractor and a specific ASL Group Company for whom Services are to be provided and which will create the Subcontractor’s obligation to provide those services already indentified in the Customer Exhibits and the ASL Group Company’s obligation to pay for those Services, details of invoicing arrangements and any local law requirement.
- 2.5 Templates for each Customer Exhibit are attached to this Master Subcontract Agreement. The Customer Exhibits and the terms of this Master Subcontract Agreement form the “Territory Agreements”, a template of which is set out herein as Exhibit F.

3. PROCESS FOR THE CREATION OF THE SUBCONTRACTS

- 3.1 On each occasion that a Prime Contract has been entered between a Customer and ASL HK, and ASL HK wishes to engage Subcontractor to provide any services in relation to that Prime Contract in the Region, ASL HK shall prepare, and ASL HK and the Subcontractor shall seek mutual agreement on the following documents:-
 - (a) The set of “Customer Exhibits” which will apply to the provision of subcontracted services by the Subcontractor in the Region; which will include:
 - (b) Customer Exhibit A (Subcontract Details Form) which sets out the basic contractual details for the Region, including name of Customer, commencement date, the ASL Group Company to whom the Subcontractor is to provide Services, key contacts etc;
 - (c) Customer Exhibit B (Prime Contract Terms) which identifies specific back-to-back terms and conditions, in addition to the Minimum Terms that will be incorporated into the provision of the Services by the Subcontractor;
 - (d) Customer Exhibit C (SOW, SLAs and Commercials) which specifies the scope of Services to be provided, the service levels, the charges any service credits, and other commercial terms applicable to the provision of the Services in the Region;
 - (e) If applicable, Customer Exhibit D (Assets and Third Party Contracts Transfer) which specifies details of any assets and third party contracts which are to be transferred to the Subcontractor for the provision of the Services in the Region, and the terms on which such transfer is made (including purchase price);and
 - (f) If applicable, Customer Exhibit E (Personnel Transfer) which specifies details of any personnel who are to be transferred to the Subcontractor for the provision of the Services in the Region, and the terms on which such transfer is made.
- 3.2 The Subcontractor and the applicable ASL Group Company will execute the Territory Agreements. On each Territory Agreement, a “Subcontract” will be formed, which will comprise of the following documents:-
 - (a) Customer Exhibit A (Subcontract Details Form), as it relates to the country;
 - (b) Customer Exhibit B (Prime Contract Terms);
 - (c) Customer Exhibit C (SOW, SLAs and Commercials);
 - (d) Customer Exhibit D (Asset and Third Party Contracts Transfer)

- (e) Customer Exhibit E (Personnel Transfer)
 - (f) The Minimum Terms (set out in Part II of this Master Subcontract Agreement); and
 - (g) Any other Customer Exhibits agreed by the parties for a particular Prime Contract.
- 3.3 Unless and to the extent and individual Territory Agreement expressly provides otherwise, each Subcontract shall incorporate by reference the terms and conditions of this Master Subcontract Agreement and the Customer Exhibits and shall not be construed as altering or superseding the rights and obligations of the parties under this Master Subcontract Agreement.
- 3.4 Where any conflict or inconsistency occurs between the provisions contained in two or more of the documents prescribed in clause 3.2, the documents lower in the order of precedence shall where possible be read down to resolve such conflict or inconsistency. If this does not resolve the conflict, the documents ranked higher in the order of precedence shall take priority.
- 3.5 Where a Subcontract has not yet been signed by the parties in relation to the Global Accounts before the GAT Closing, the Subcontractor agrees that upon written request by ASL HK and subject to the payment terms for the requested services being agreed by the parties, it shall provide the requested services to the ASL Group Company notwithstanding that a Subcontract has not yet been signed by the parties. ASL HK agrees that payment for those services shall be made in accordance with clause 15.
- 3.6 In relation to the existing Prime Contracts of which the Subcontractor is currently providing services, as well as any future services that the Subcontractor is requested to provide to a ASL Group Company, the parties will seek to have a signed Subcontract within two months from the later date of this Agreement or the commencement date of such services, as the case may be.

3A. CONDITIONS

This Master Subcontract Agreement shall not come into effect until all the following conditions are satisfied:-

- (a) the Securities and Futures Commission of Hong Kong granting a "special deal" consent under Rule 25 of the Takeovers Code in respect of this Master Subcontract Agreement, the Global Account Transfer Agreement, the Data Centre Agreement and the First Master Subcontract Agreement, the termination agreement for the Territorial Agreement entered into between Automated Systems Holdings Limited and CSA Holdings Limited dated 16th October 1997, the termination agreement for the Business Referral Agreement entered into between ASL HK and CSC Malaysia Sdn Bhd (formerly known as Computer Systems Advisors (M) Sdn Bhd) dated 26th August 1997 and all the transactions contemplated thereunder, and any conditions attaching to such consent being fulfilled;
- (b) the passing of all necessary resolutions by the shareholders of Automated Systems Holdings Limited ("Listco") (other than such shareholders who are required to abstain from voting pursuant to the requirements under the Takeovers Code and/or the Listing Rules) at the general meeting of Listco by way of a poll to approve this Master Subcontract Agreement, the Global Account Transfer Agreement, the Data Centre Agreement and the First Master Subcontract Agreement, the termination agreement for the Territorial Agreement entered into between Automated Systems Holdings Limited and CSA Holdings Limited dated 16th October 1997, the termination agreement for the Business Referral Agreement entered into between ASL HK and CSC Malaysia Sdn Bhd (formerly known as Computer Systems

Advisors (M) Sdn Bhd) dated 26th August 1997 and all the transactions contemplated thereunder; and

(c) the GAT Closing having occurred.

4. MANAGEMENT OF THE SUBCONTRACTS

- 4.1 ASL HK and the Subcontractor shall meet monthly (or other times as agreed) to review performance by the parties of their respective obligations under this Master Subcontract Agreement and each Subcontract.
- 4.2 Either party may raise any issues of concern at these regular meetings.
- 4.3 It is the intention of the parties that:
- 4.4 Unless otherwise agreed, all meetings shall be conducted by teleconference with the parties represented by delegates as indentified in clauses 4.4 and 4.5;
- 4.5 A final agenda shall have been prepared and circulated not later than two business days (being a day other than a proclaimed public holiday in either Singapore or Hong Kong) prior to each meeting; and
- 4.6 In the days leading up to preparation of the final agenda, Subcontractor shall have circulated a draft agenda inviting ASL HK to add other items for discussion.
- 4.7 The "ASL HK Subcontract Manager", which is to be determined within 5 business days from the date of this Master Subcontract Agreement (and his or her designee(s)) shall remain responsible for the administration of this Master Subcontract Agreement and any matters escalated relating to unresolved issues relating to the individual Subcontract on behalf of the ASL Group. Only the ASL HK Subcontract Manager (and his or her designee(s)) shall be authorised to act on behalf of ASL HK or a ASL Group Company, or to amend, modify, change, waive or discharge their rights and obligations under this Master Subcontract Agreement.
- 4.8 The "Subcontractor Account Manager", which is to determined within 5 business days from the date of this Master Subcontract Agreement (and his or her designee(s)) remain responsible for the administration of this Master Subcontract Agreement and any matters escalated relating to unresolved issues relating to the individual Subcontract on behalf of the Subcontractor. Only the Subcontractor Account Manager (and his or her designee(s)) shall be authorised to act on behalf of the Subcontractor, or to amend, modify, change, waive or discharge their rights and obligations under this Master Subcontract Agreement.

5. TERM OF THE MASTER SUBCONTRACT AGREEMENT

- 5.1 The Master Subcontract Agreement commences on the date all the conditions in Clause 3A has been satisfied and continues for one year unless such extension is mutually agreed by both parties.
- 5.2 Termination of the Master Subcontract Agreement will not affect any Subcontract that has been entered under this Master Subcontract Agreement, and each Subcontract will continue until it is terminated or expired in accordance with its terms.

6. PART II: MINIMUM TERMS FOR INCLUSION IN EACH SUBCONTRACT

7. DEFINITIONS

7.1 In each Subcontract, unless the context indicates otherwise:

ASL Group means Automated Systems Holdings Limited (a company incorporated in Bermuda and whose shares are listed on The Stock Exchange of Hong Kong Limited) together with its subsidiaries.

Charges means the fees payable for the Services as specified in Customer Exhibit C (SOW, SLAs and Commercials).

Confidential Information means information which a disclosing party or its related companies now or in the future possesses relating to technical, business, financial, and other data generally considered by that party to be proprietary or confidential and which:

- (a) is marked as "Confidential" or "Proprietary," or with a similar legend, at the time of disclosure; or
- (b) is clearly identified to the receiving party as confidential or proprietary at the time of disclosure; or
- (c) is material which would typically be treated by a prudent business person as confidential.

and may include:

- (d) information relating to personnel, policies, strategies, financial position, assets, liabilities, internal management or structure of the disclosing party;
- (e) information relating to processes, tools, software, equipment, intellectual property, proprietary material, business or technical information, solutions, designs and pricing information;
- (f) Intellectual Property of the disclosing party; and
- (g) information belonging to third parties such as customers or suppliers, or potential customers or suppliers, of the disclosing party.

CSC Group means each company (including CSC HK) within the CSC Group of companies that is incorporated in a country within the Region to which the Subcontractor is required to provide Services as outlined in the relevant Customer Exhibit A (Subcontract Details Form).

CSC Group Company means a reference to the specific member of the CSC Group which is party to the Territory Agreement.

CSC Account Team means CSC HK's nominated Account Executive for the applicable Prime Contract and that Account Executive's direct reports.

Customers means the customers of ASL HK identified in Customer Exhibit A (Subcontract Details Form).

Customer Confidential Information means Confidential Information of or relating to Customer and includes:

- (a) Customer data, Customer applications and tools (whether owned by Customer or a third party) and Customer strategies, policies, procedures and practices;
- (b) information of Customer that has any actual or potential commercial value to Customer

or to the person or corporation which supplied that information;

- (c) information relating to Customer's clients or suppliers and like information.

Data Centre Agreement means the Data Centre Facilities Managed Services Agreement dated 24th April 2009 between ASL HK and the Subcontractor;

Effective Date means the date on which this Subcontract comes into effect, as specified in Customer Exhibit A (Subcontract Details Form).

Equipment means the equipment (if any) listed in Customer Exhibit C (SOW, SLAs and Commercials) to be provided, operated or maintained by Subcontractor under the Subcontract.

Financial Year means the accounting year as used by the ASL Group which commences on or about 1 April in a year and finishes on or about 31 March in the following year.

First Master Subcontract Agreement means the Master Subcontract Agreement dated 24th April 2009 and entered into between ASL HK and Subcontractor which provides the principal terms relating to sub-contracting of certain services by Subcontractor to ASL HK.

GAT Closing means closing of the transactions contemplated under and in accordance the Global Account Transfer Agreement;

Global Account Transfer Agreement means the Agreement for Sale and Purchase of the Global Accounts and Assets in Hong Kong dated 24th April 2009 entered into between ASL HK and the Subcontractor;

Intellectual Property means:

- (a) inventions, discoveries and novel designs, whether registered or registrable as patents or designs, including developments or improvements of equipment, products, technology, processes, methods or techniques;
- (b) copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, and any other works or subject matter in which copyright subsists and may in the future subsist;
- (c) confidential matter and trade secrets;
- (d) trade and service marks (whether registered or unregistered); and
- (e) other proprietary right in work product.

Listing Rules means the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited;

Minimum Terms has the meaning given in Clause 2.1(a) of this Master Subcontract Agreement.

Network means the network (if any) listed in Customer Exhibit C (SOW, SLAs and Commercials) to be provided, operated or maintained by Subcontractor under this Subcontract.

Personal Information means any information or opinion relating to an identified or identifiable natural person (an identifiable person being one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity) which is collected or held by ASL HK or Subcontractor, or that is disclosed by ASL HK to Subcontractor (or vice versa), in connection with this Subcontract.

Prime Contract means each of the agreements between a member of the ASL Group and a Customer identified in Customer Exhibit A (Subcontract Details Form).

Privacy Law means, to the extent applicable, any statute, regulation or law in any country which relates to the protection of Personal Information and which a member of the ASL Group and/or Customer must observe or which the Subcontractor informs ASL HK that the Subcontractor must observe.

Services means the services to be provided by Subcontractor in accordance with Customer Exhibit C (SOW, SLAs and Commercials).

Service Credits means rebates for Service Level failures calculated in accordance with Customer Exhibit C (SOW, SLAs and Commercials).

Service Levels means the standards of service Subcontractor must attain in supplying the Services, as specified in Customer Exhibit C (SOW, SLAs and Commercials).

Specified Personnel means the personnel (if any) specified in Customer Exhibit C (SOW, SLAs and Commercials).

Software means the software (if any) listed in Customer Exhibit C (SOW, SLAs and Commercials) to be provided, operated or maintained by Subcontractor under this Subcontract.

Stranded Costs means

- (a) installation costs, initial software licences and other prepaid expenses that Subcontractor has not recovered through service fees;
- (b) hardware and other assets that have not been fully depreciated; installation, de-installation, relocation of hardware and software, necessary as a result of a termination under clause 26.4;
- (c) novation or renegotiation of licences, leases and other third party agreements that are necessary as a result of termination;
- (d) staff severance (including redundancy or redeployment costs) in proportion to the amount of time that those staff were directly involved in providing services to CSC Group – in all cases to the extent that resources and costs were dedicated to that terminated Subcontract.

Subcontract has the meaning given in clause 3.2 of this Master Subcontract Agreement, as such a document may be amended from time to time, and any other documents expressly identified in this document as forming part of the Subcontract.

Takeovers Code means the Hong Kong Code on Takeovers and Mergers;

Term means the duration of a Subcontract, which shall continue until the earlier of termination of the Subcontract in accordance with its terms, or the discharge by the Subcontractor of all obligations by it to provide the Services as identified in the relevant Subcontract.

Territory Agreement has the meaning given in clause 2.2.

Warranty Period means the period (if any) set out in Customer Exhibit C (SOW, SLAs and Commercials) during which the Equipment, Software and/or Network will be free from faults, and/or during which all defects will be corrected at no additional charge, following the provision of the Services.

- 7.2 Additional definitions used in this Subcontract may be contained in the Territory Agreement and Customer Exhibit B (Prime Contract Terms).

8. INTERPRETATION

- 8.1 In this Master Subcontract Agreement and each Subcontract, headings are for convenience only and do not affect the interpretation of this Master Subcontract Agreement or each Subcontract, and, unless the context otherwise requires:
- (a) words in the singular include the plural and vice versa;
 - (b) words importing a gender include any gender;
 - (c) other parts of speech and grammatical forms of a word or phrase defined in this Subcontract have a corresponding meaning;
 - (d) a reference to a person includes any company or other body corporate, partnership, joint venture, association, and any governmental agency;
 - (e) a reference to a clause, annexure or schedule is a references to a clause of, and an annexure and schedule to, this Subcontract and a references to this Subcontract includes any annexure and schedule;
 - (f) a reference to a party means ASL or Subcontractor in the case of this Master Subcontract Agreement) and the applicable CSC Group entity and Subcontractor (in the case of a Subcontract), as the context dictates, and includes that party's successors and permitted assigns;
 - (g) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
 - (h) the words "including", "such as", "for example", "eg" and similar expressions do not imply any limitations;
 - (i) a reference to US\$, \$ and dollars means the lawful currency of the United States of America;
 - (j) where the day on or by which any thing is to be done is not a business day in the place where it is to be done, that thing must be done on or by the next business day.

9. APPOINTMENT OF SUBCONTRACTOR

- 9.1 ASL HK appoints Subcontractor, which appointment Subcontractor accepts, as ASL HK's subcontractor for the provision of Services in accordance with the Subcontract.

10. BACK TO BACK WITH PRIME CONTRACT

- 10.1 The Parties acknowledge and agree that in addition to these Minimum Terms, those additional obligations of the ASL Group under a Prime Contract which are to apply to the Subcontractor are set out in the Customer Exhibit B (Prime Contract Terms).
- 10.2 Without limiting its obligations elsewhere in this Master Subcontract Agreement, Subcontractor must not knowingly do nor omit to do any act or thing which could cause the ASL Group to be in default under any Prime Contract.
- 10.3 As the Prime Contract provides that the ASL Group remains responsible for performance of Subcontractor under any subcontract, nothing in the Subcontract affects any rights of a ASL Group Company to act as it sees fit with respect to its dealings with any Customer, or its right to enforce or waive any provision of any Prime Contract or for ASL HK to undertake any such action with respect to the Subcontract.
- 10.4 Subcontractor acknowledges and accepts that in certain circumstances, the ASL Group's

discretion to approve or disapprove any act, conduct, request or omission by Subcontractor, is subject in turn to the rights, approvals and discretion of one or more Customers.

11. TERM AND COMMENCEMENT OF SERVICES

11.1 This Subcontract will commence on the Effective Date and continue for the Term, unless earlier terminated in accordance with its terms.

12. TRANSITION-IN SERVICES

12.1 Subcontractor must perform the transition-in services as set out in:

- (a) Customer Exhibit C (SOW, SLAs and Commercials);
- (b) Customer Exhibit D (Assets and Third Party Contracts Transfer); and
- (c) Customer Exhibit E (Personnel Transfer).

12.2 Any charges for Subcontractor's transition services as set out in those Customer Exhibits.

13. SERVICES

13.1 Subcontractor shall perform the Services as identified in, and in accordance with Customer Exhibit C (SOW, SLAs and Commercials).

13.2 In performing the Services, Subcontractor must ensure that:

- (a) it provides the Services with due care, skill and due diligence by personnel with the appropriate and relevant qualifications to provide those services;
- (b) all spare and replacement parts used by Subcontractor to provide the Services are new, newly re-manufactured, repaired or refurbished; or after consultation with the relevant and affected ASL Group Company 'workable parts'; and
- (c) the Services are carried out in a manner which minimises disruption to ASL Group or Customer's operations as the case may be.

13.3 Unless otherwise specified in Customer Exhibit C (SOW, SLAs and Commercials), any replacement parts installed in the Equipment or Network will become the property of the ASL Group Company or a Customer as the case may be.

13.4 Subcontractor acknowledges that Customers are under no obligation to acquire Services from the ASL Group or Subcontractor on an exclusive basis and, subject to the terms of the Prime Contract, may acquire the whole or any part of the Services from one or more third parties. Accordingly, where Customers exercise such right, ASL HK makes no guarantee as to the volume of Services it will acquire from Subcontractor.

14. SERVICE LEVELS

14.1 Subcontractor must perform the Services so as to meet the Service Levels and other performance standards detailed in Customer Exhibit C (SOW, SLAs and Commercials).

14.2 Where Subcontractor identifies a risk which may have a significant effect on the Service Levels, Subcontractor shall immediately report the identified risk to ASL HK and the affected ASL Group Company, inform them how it will manage that risk, and promptly undertake management (together with ASL HK, where applicable) of that risk.

- 14.3 Where Subcontractor fails to meet any Service Level then, without limiting ASL HK or affected ASL Group Company's other remedies under the Subcontract, at law or in equity:
- (a) Subcontractor will notify ASL HK and the affected ASL Group Company of the failure;
 - (b) Subcontractor will remedy the underlying cause of the failure, and provide reasonable assurance to ASL HK and the affected ASL Group Company that the failure will not occur again; and
 - (c) Subcontractor must pay (or reimburse the affected ASL Group Company where payment has already been made to the Customer) the applicable Service Credits specified in Customer Exhibit C (SOW, SLAs and Commercials).
- 14.4 In the event the Subcontractor fails to remedy any breach of Service Levels, ASL HK may elect to terminate the relevant Subcontract in whole or partially for breach of the Subcontractor's obligations to perform the Services in accordance with the Service Levels and other performance standards set out in the said Subcontract.

15. CHARGES FOR SUB-CONTRACTING

- 15.1 The Parties agree that charges payable to the Subcontractor for the sub-contracting arrangements shall be a costs plus 10% basis. For purposes of this provision, "costs" shall mean costs connected with providing the relevant function, which shall be determined by applying full cost accounting method and adding up all direct and indirect costs incurred in rendering performance of relevant function, including all costs of personnel, travel and equipment and all expenses, including overhead expenses, relating to the said personnel dedicated to the performance of the relevant function but which shall exclude all overhead allocations of the Subcontractor.
- 15.2 If required by ASL HK, the Subcontractor shall provide to ASL HK annually the amount of costs charged for the Services for the preceding period for the purpose of verifying that the Subcontractor is complying with its obligations in respect of the costs charging model above. Subcontractor shall provide a certificate from a qualified accountant qualified to practice in the country at which the Services are provided confirming that the said costs were calculated in accordance with HK GAAP and consistent with the items referred to above. In the event the external auditors determine that the costs provided by Subcontractor were incorrect, then the amounts shall be adjusted accordingly and the Subcontractor shall either re-imburse ASL HK the over-charged amount or charge the equivalent amount not included based on whether the costs were higher or lower respectively. ASL HK shall bear the costs of the audit if the it is confirmed that the costs were not over-charged.

16. PRICE, INVOICING AND PAYMENT

- 16.1 Unless otherwise stated in Customer Exhibit C (SOW, SLAs and Commercials), Subcontractor shall render invoices for the Services supplied on a monthly basis and address and forward such invoices to the relevant ASL Group Company requesting the Services as identified in each Subcontract. Notwithstanding the foregoing, Subcontractor shall follow the manner of invoicing as stated in any agreed Customer Exhibit as applicable. A copy of each invoice is to be forwarded to ASL HK (to the contact person identified in Customer Exhibit A (Subcontract Details Form)).
- 16.2 Except where otherwise provided or otherwise agreed, all invoices shall be issued and all payments made in Hong Kong Dollars.
- 16.3 Subcontractor's invoices must include ("a properly rendered invoice"):

- (a) sufficient detail to enable the recipient of the ASL Group to identify and verify the Services provided by Subcontractor during the applicable invoice period;
 - (b) such other information as may be specified in Customer Exhibit C (SOW, SLAs and Commercials).
- 16.4 Subject to the following provisions of this clause 15, ASL HK will ensure the payment of properly rendered invoices within 30 days of receipt of such invoices.
- 16.5 If ASL HK or the recipient ASL Group entity in good faith disputes the whole or part of any Subcontractor invoice, the ASL Group Company may withhold payment of the disputed invoice until that dispute is resolved.
- 16.6 If Customer disputes or withholds the whole or part of any ASL invoice under a Prime Contract, for reasons related to Subcontractor's performance of Services, the ASL Group Company may withhold that part of Subcontractor's invoice relating to the particular service in dispute until that dispute is resolved.
- 16.7 Subcontractor must maintain complete and accurate records of and supporting documentation for invoices submitted to ASL HK or a ASL Group Company and all payments made by ASL HK or a ASL Group Company under the Subcontract, in accordance with generally accepted accounting principles applied in the relevant country or countries on a consistent basis. ASL HK shall have reasonable access to such records, namely the records relevant to the provision of the Services, during normal business hours during the term of the Subcontract and during the period of twelve months following termination or expiry, as the case may be, of the Subcontract.

17. TAXES

- 17.1 The prices and fees specified in the Subcontract are the total charges payable by an ASL Group Company. No further charges shall be made whatsoever, including, but not limited to, on account of government levies or charges.
- 17.2 Any consideration to be paid or provided for a supply made under or in connection with this Subcontract does not include an amount on account of any goods and services tax or any similar tax ("GST"), unless expressly stated to be "GST inclusive". If any supply made under or in connection with this Subcontract is regarded as a taxable supply and is subject to any GST, the party making the supply may, in addition to any amount or consideration expressed as payable elsewhere in this Subcontract, recover from the other party an amount calculated by multiplying the amount or consideration payable for the relevant supply by the prevailing GST rate. Any additional amount on account of GST recoverable under this clause shall be calculated without any deduction or set-off of any other amount. Any amount recoverable under this clause is payable upon demand, provided always that the party making the supply will issue a tax invoice to the other party prior to the payment becoming due.

18. DEALINGS WITH CUSTOMER

- 18.1 Unless otherwise agreed between the parties and the Customer, Subcontractor (and its subcontractors) will interface through the relevant ASL Account Team for all customer-facing activities.
- 18.2 Where the Subcontract contemplates an approval, discretion, requirement, specification, direction, request, consent or like right to be exercised by Customer, then unless otherwise agreed between the parties and the applicable Customer, Subcontractor will seek such customer approval through the ASL Account Team, and will provide the ASL Account Team with any necessary assistance.

- 18.3 At ASL's Account Team's request, Subcontractor will participate in and/or provide reasonable assistance in relation to steering committees, reviews or other management meetings between a member of the ASL Group and the Customer in relation to the Prime Contract, where such involvement reasonably relates to Subcontractor's area of responsibility.
- 18.4 Where a member of the ASL Group is obliged in the Prime Contract to respond to a Customer requirement by a specified time (e.g. produce a report, give a notice, provide invoicing etc.), and input from the Subcontractor is within its responsibilities under the Subcontract, then the Subcontractor will provide its input sufficiently in advance to that member of the ASL Group to complete its obligations to Customer in the specified time. ASL HK will provide Subcontractor with notice of a requirement consistent with the notice provided to that member of the ASL Group by the Customer.

19. DEALINGS WITH OTHER CSC SUPPLIERS

- 19.1 Subcontractor will co-operate with ASL HK personnel, other ASL Group Companies and the other ASL HK subcontractors and suppliers engaged (directly or indirectly) in providing services to the Customer under the Prime Contracts. If Subcontractor becomes aware of any problems or issues that could jeopardise the provision of any services to any Customer under a Prime Contract (which arises from the fault of Subcontractor) it will promptly notify ASL HK.

20. INTELLECTUAL PROPERTY

- 20.1 Unless expressly stated in writing, nothing in this Subcontract gives Subcontractor any right, title, licence or other interest in any intellectual property owned or licensed by ASL HK or Customer.
- 20.2 Unless otherwise agreed as set out in Schedule A (Subcontract Details Form), all intellectual property created in the course of work undertaken pursuant to this Subcontract by or on behalf of Subcontractor is hereby assigned to ASL HK, and shall be owned by ASL HK. Subcontractor shall procure waivers of any moral rights in such works promptly upon such right arising.
- 20.3 To the extent that any materials, which are the subject of pre-existing intellectual property rights of Subcontractor, are incorporated into or form part of any deliverables provided by Subcontractor to ASL HK, then:
- (a) Subcontractor shall provide to ASL HK full details of such materials, the relevant intellectual property, and the ownership of such materials and intellectual property; and
 - (b) Subcontractor grants, and warrants that it has the authority to grant, to the ASL Group a worldwide, perpetual, non-exclusive and royalty-free licence to use, reproduce, adapt, modify and sub-licence such pre-existing materials.
- 20.4 Subcontractor shall execute all such further documents (and shall procure its employees, agents and sub-subcontractors to execute all such further documents) and do all acts and things reasonably required by ASL HK for the purpose of giving effect to clauses 19.2 and 19.3.

21. CONFIDENTIAL INFORMATION

- 21.1 A party receiving Confidential Information under this Subcontract ("Receiver") may only use Confidential Information of the other party ("Discloser") to the extent necessary to enable the

Receiver to exercise its rights or perform its obligations under this Master Subcontract Agreement or a Subcontract.

- 21.2 Receiver may only disclose Confidential Information to its personnel (being employees and contractors) and legal and accounting advisors of it, or personnel and legal and accounting advisors of any parent company and/or wholly owned subsidiaries of it, having a need to know, and who are under non-disclosure obligations no less restrictive than this Subcontract. Receiver will advise such personnel and advisors who receive Confidential Information of its confidential nature, and ensure that such personnel and advisors do not make any unauthorised disclosure of it. Receiver will not disclose Confidential Information to any other third party without the prior written consent of the Discloser.
- 21.3 Receiver shall protect the disclosed Confidential Information from unauthorised disclosure by using the same degree of care, but no less than reasonable degree of care, as Receiver uses to protect its own proprietary or confidential information of a like nature.
- 21.4 Upon the written request of Discloser, Receiver will return or destroy (at Discloser's election) all Confidential Information received (including all copies) and provide Discloser with documentation attesting to that fact.
- 21.5 Receiver shall notify Discloser of any unauthorised use or disclosure of the Confidential Information. In the event of breach, or threatened breach, by the Receiver of this clause 20, monetary damages may not be sufficient relief, so the Discloser is entitled to enforce its rights by Specific performance or injunction proceedings, in addition to any other rights or remedies which it may have.
- 21.6 Except as otherwise agreed in writing with respect to any particular Confidential Information, the obligations of a party receiving Confidential Information under this clause 20 will survive termination of this Master Subcontract Agreement or a Subcontract and continue for as long as the information remains confidential.
- 21.7 Nothing in this Master Subcontract Agreement or a Subcontract prohibits the use or disclosure of any Confidential Information by Receiver to the extent that:
- (a) the information has been placed in the public domain otherwise than due to a default of the Receiver;
 - (b) the disclosure is expressly required by law, provided Receiver notifies Discloser promptly on receiving notice of such requirement, and asserts the confidentiality of the relevant Confidential Information to the body requiring disclosure;
 - (c) the information has been independently developed by Receiver and without reference to the Confidential Information of Discloser;
 - (d) Discloser has approved in writing the particular use or disclosure of the Confidential Information;
 - (e) use by, or disclosure to, a Customer is required under a Prime Contract and provided further that the Receiver will advise such Customer the confidential nature of the Confidential Information and has secured a written agreement from such Customer that it agrees not to make any unauthorised disclosure of such Confidential Information without the written consent of the Discloser; or
 - (f) use by, or disclosure to, another member of the ASL Group is necessary or desirable for the proper provision or receipt of services in relation to the Prime Contract and provided further that such member of the ASL Group shall comply with the obligations of ASL HK hereunder in relation to the use and protection of such Confidential Information and ASL HK shall be responsible for all the acts or omissions of such member.
- 21.8 Subcontractor will protect all Customer Confidential Information which is disclosed to it by

or on behalf of ASL HK or Customer, or to which it otherwise gains access in the course of this Subcontract, as Confidential Information of ASL HK for the purposes of this clause 21. In addition, a Customer may at any time require Subcontractor to:

- (a) execute, and/or
- (b) use its best endeavours to procure its employees, agents, and sub-subcontractors engaged in the performance of this Subcontract to execute,

a separate confidentiality deed or agreement relating to non-disclosure of Customer's Confidential Information, in each case in the form required by the applicable Prime Contract. Subcontractor shall execute, or use its endeavours to procure for the execution, (as applicable) of such deed or agreement promptly.

21.9 Subcontractor shall on demand from a member of the ASL Group return to a Customer any documents supplied by Customer (directly or through a member of the ASL Group) to Subcontractor.

22. PRIVACY

22.1 Each party will ensure that its respective employees, contractors and agents are aware of the respective parties' obligations under the Privacy Law and under this clause 22 in relation to the collection, use, disclosure, storage and management of Personal Information. Each party will at all times comply with its obligations under the Privacy Law.

22.2 Each party will, to the extent reasonably requested by the other party, assist the other party to comply with its respective obligations under the Privacy Law.

22.3 Subject to clause 22.8 of this Master Subcontract Agreement, neither party will use or disclose Personal Information unless that use or disclosure is necessary in order to fulfil its obligations under this Master Subcontract Agreement or Subcontract, otherwise agreed in writing between the parties, or required by law.

22.4 Each party will be responsible for the accuracy and completeness of any Personal Information that it discloses to the other party. Neither party will amend, correct or otherwise alter Personal Information disclosed to it by the other party, except:

- (a) in accordance with written instructions provided by that party; or
- (b) where reformatting of Personal Information is required for use within the receiving parties' systems, provided that any reformatting does not alter the content of the relevant Personal Information.

22.5 In the event that instructions are given as contemplated in clause 22.4(a), and provided that those instructions are reasonable, the party receiving the instructions will be responsible for ensuring that they are complied with as soon as practicable after receipt.

22.6 Each party will immediately notify the other party if it receives a complaint in relation to, or a request for access to or amendment or correction of, Personal Information. Each party will take reasonable steps to assist the other party to resolve a complaint or respond to a request in relation to Personal Information.

22.7 Each party will take reasonable steps to ensure that Personal Information is protected from misuse and loss and from unauthorised access, modification or disclosure.

22.8 Each party may only copy or keep records of Personal Information disclosed to it by the other organisation to the extent necessary for performance of this Master Subcontract Agreement or a Subcontract or as required by law.

22.9 Subject to the requirement of any law, each party will cease using and disclosing Personal Information disclosed to it by the other party if the other party so requests, or this Master

Subcontract Agreement or the Subcontract has expired or terminated.

22.10 Subject to the requirements of any law, each party, if requested to do so by the other party, will return all copies of the relevant Personal Information received from the other party or follow the other party's reasonable instructions to destroy, erase or de-identify all tangible and intangible records of that Personal Information.

22.11 Subcontractor will protect all Customer Personal Information which is disclosed to it by or on behalf of ASL HK or a Customer, or to which it otherwise gains access in the course of this Master Subcontract Agreement or Subcontract, as Personal Information of ASL HK for the purposes of this clause 21. In addition, a Customer may at any time require Subcontractor to:

(a) execute, and/or

(b) use its best endeavours to procure its employees, agents, and sub-subcontractors engaged in the performance of this Subcontract to execute,

a separate deed or agreement relating to the protection of Customer's Personal Information, in each case in the form required by the applicable Prime Contract. Subcontractor shall execute, or use its best endeavours to procure for the execution, (as applicable) of such deed or agreement promptly.

23. SECURITY AND SAFETY

23.1 Subcontractor shall ensure that all information and materials of ASL HK or Customer in the possession of Subcontractor for the purposes connected with the Subcontract shall be protected at all times from access or use by any employee, agent or subcontractor of Subcontractor who does not have a need to know the contents of such information and materials for the purpose of Subcontractor performing the Subcontract.

23.2 Without limiting clause 23.1, where Subcontractor shares resources with other user organisations, Subcontractor shall ensure that all ASL HK's and Customer's data, proprietary software, third party software, confidential information, or any other contract material are not accessible by those other user organisations.

23.3 Subcontractor shall comply with all reasonable security regulations or procedures or directions as may be given by ASL HK from time to time regarding any aspect of security or access to ASL HK's or a Customer's premises, systems, networks or data.

24. EXPORT

24.1 Subcontractor acknowledges that certain software and technical data which may be provided to it by a Customer or the ASL Group, or to which it may otherwise have access, under this Master Subcontract Agreement or a Subcontract may be subject to export controls under the laws and regulations of the United States and other countries. Subcontractor must not export or re-export any such items or any direct product thereof or undertake any transaction in violation of any such laws or regulations. To the extent within Subcontractor's control, Subcontractor will be responsible for, and coordinate and oversee, compliance with export laws.

25. AUDITING AND RECORD KEEPING

25.1 Subcontractor is required to maintain an auditable trail of all financial and non-financial transactions resulting from this Subcontract in an accessible and secure electronic format.

25.2 Subcontractor must maintain records required to meet Customer's audit rights until the later

of:

- (a) seven (7) years after the expiration or termination of the Prime Contracts; or
- (b) all disputes or pending matters relating to each Subcontract are closed.

25.3 ASL HK, each Customer and their respective third party auditors, regulators and inspectors ("Auditors") have the right to audit and inspect (or, in relation to personnel, interview):

- (a) the resources and systems used by Subcontractor or its sub-subcontractors in connection with the provision of the Services;
- (b) any financial records required to verify invoices rendered by Subcontractor;
- (c) any practice or procedures of Subcontractor relating to this Subcontract or its sub-subcontractors;
- (d) any Customer Confidential Information in Subcontractor's or its sub-subcontractors' possession, custody or control; and
- (e) any premises from which the Services are being provided, subject to compliance with health and safety, security and confidentiality obligations notified by Subcontractor to ASL HK from time to time.

25.4 Subcontractor must cooperate with ASL HK and each Customer in connection with audit functions and with regard to examinations by Auditors, and must provide all reasonable assistance required by an Auditor, including:

- (a) allowing access at all reasonable times to records or facilities relevant to the audit;
- (b) providing appropriate office facilities in the relevant premises;
- (c) allowing the Auditor to make copies of any relevant document, records or data, or any extracts of documents, records or data, subject to proprietary rights and confidentiality obligations;
- (d) making appropriate personnel available to answer queries; and
- (e) installing and operating audit software and other computer assisted audit techniques.

25.5 Subcontractor will provide to the ASL Account Team for disclosure to one or more Customers, with disclosures of material findings in any internal or external audit reports or security reports (or portions thereof) relevant to the Services or the applicable Customers.

25.6 If an audit or an inspection reveals that Subcontractor is not complying with this Subcontract, and ASL HK so notifies Subcontractor, Subcontractor must take such action as is necessary to promptly remedy the non-compliance. In so doing, Subcontractor must take into account reasonable directions or instructions from ASL HK, or any applicable Customer or Auditor as to the manner (including timing) in which such non-compliance must be remedied.

26. TERMINATION

26.1 Subject to following clauses of this clause 26, this Subcontract will terminate (with effect from the date specified in the notice) upon ASL HK notifying Subcontractor that:

- (a) the applicable Prime Contract is terminated for whatever reason;
- (b) the applicable Prime Contract is varied or partially terminated for whatever reason with the effect that it no longer includes the matters within Subcontractor's area of responsibility; or
- (c) the Customer has revoked its approval of Subcontractor for any reason permitted by the applicable Prime Contract.

- 26.2 As an alternative to termination under clause 26.1, if a Customer terminates the Prime Contract (or that part of the Prime Contract which covers Subcontractor's area of responsibility), for whatever reason, then ASL HK may notify Subcontractor that Customer requires ASL HK to:
- 26.3 assign or novate its obligations under the Subcontract (as they apply to that Customer) to Customer; or
- 26.4 procure that Subcontractor enters into an equivalent agreement directly with the Customer for those services, which relate to that Customer.
- 26.5 If the Customer does so require, Subcontractor agrees to consent to such assignment or enter into a novation agreement or equivalent agreement with the Customer (at ASL HK's election). In any event, where the Customer does not require Services from ASL HK which covers Subcontractor's area of responsibility, ASL HK shall provide all reasonable assistance to Subcontractor to have those services provided by Subcontractor directly to the Customer.
- 26.6 Without limiting clause 26.1, a party (the "Non-Default Party") may, without prejudice to any right of action, remedy or defence which has accrued or may accrue in its favour, terminate the Subcontract with immediate effect by notice in writing to the other party (the "Default Party") if:
- (a) the Default Party commits any material breach of this Subcontract (or commits a number of breaches that collectively constitute a material breach) that:
 - (i) is not capable of being rectified; or
 - (ii) if it is capable of being rectified, the Default Party has not rectified within 14 days after receiving a notice of breach from the Non-Default Party.
 - (b) (if the Default Party is the Subcontractor) Subcontractor commits any breach of this Subcontract which causes ASL HK to be liable for damages, liquidated damages or service credits under the Prime Contract.
 - (c) the Default Party becomes unable to pay its debts as and when they fall due;
 - (d) an application or an order is made for the winding up of the Default Party, or
 - (e) the Default Party ceases or threatens to cease to carry out its business;
 - (f) the Default Party becomes, or is in jeopardy of becoming, subject to any form of insolvency administration.
 - (g) any material statement made or particular given by the Default Party to the Non-Default Party prior to or in relation to this Subcontract is found to be incorrect in any material respect;
 - (h) any other event or series of events, whether related or not, exists or occurs (including, without limitation, any material adverse change in the business, assets, management or financial condition of the Default Party), which in the reasonable opinion of the Non-Default Party would adversely affect the ability of the Default Party to comply with any of its obligations under the Subcontract; or
 - (i) (if the Default Party is the Subcontractor) there is a change in control or ownership of Subcontractor that in the reasonable opinion of ASL HK or a Customer, adversely affects Subcontractor's ability to provide the Services.
- 26.7 In addition to any other rights it has under this Subcontract, ASL HK may terminate this Subcontract at any time for convenience by giving Subcontractor notice specifying a termination date, which termination date shall be at least 30 days after the date of ASL HK giving such notice. If ASL HK terminates this Subcontract under clause 26.1, and provided that such termination is not as a result of the act, omission or negligence of the Subcontractor, or this clause 26.4 :

- (a) Subcontractor will comply with any reasonable directions given by a ASL Group Company and will minimise the financial cost to ASL HK where commercially possible;
 - (b) Subcontractor will do anything reasonably possible to mitigate its losses arising in consequence of termination of this Subcontract and upon receiving notice from ASL HK will use its reasonable endeavour to ensure that no new expenses will be incurred that may constitute Stranded Costs; and
 - (c) The relevant ASL Group Company or ASL HK will pay Stranded Costs to the Subcontractor. For such purpose, Subcontractor will provide ASL HK with substantiating details for all claimable items that comprise Stranded Costs so as to demonstrate to ASL HK that the Stranded Costs are fair and reasonable. Both parties shall agree the items that comprise Stranded Costs in good faith and according to the foregoing principles prior to any invoicing for such costs by the Subcontractor.
- 26.8 Subcontractor will use all reasonable endeavours to minimise the financial cost to ASL HK arising from a termination for convenience or under clause 26.1 and shall consult with ASL HK about its loss mitigation strategy to minimise Stranded Costs.
- 26.9 Where the Stranded Costs relate to shared resources (meaning resources which are not used solely in relation to the Services), the Subcontractor will be entitled to a reduced proportion of those Stranded Costs which reflects the use made of such shared resources in relation to the terminated Subcontract.

27. DISENGAGEMENT

- 27.1 Upon termination or expiration of this Subcontract, for whatever reason, Subcontractor shall, at the written request of ASL HK or the relevant ASL Group Company, as the case may be, provide all reasonably necessary assistance to that ASL entity and/or the applicable Customer to ensure a non-disrupted business continuation of the Services. ASL Group Company shall pay Subcontractor its reasonable costs and expenses incurred under this clause which shall be based upon the charges set out in Customer Exhibit C (SOW, SLAs, and Commercials). This assistance may extend to aiding ASL HK and/or the applicable Customer to re-establish the Services either in house or by the use of an external supplier and shall be carried out in accordance with the disengagement plan agreed by ASL HK, the relevant ASL Group Company and the relevant Customer at the time of disengagement.

28. WARRANTIES

- 28.1 **Authority.** Subcontractor and ASL HK represents and warrants to each other, and it is a condition of this Master Subcontract Agreement, that as at the date of this Master Subcontract Agreement:
- (a) this Master Subcontract Agreement constitutes a legal, valid and binding obligation on it enforceable in accordance with its terms by appropriate legal remedy;
 - (b) it has the requisite corporate power and authority to enter into this Master Subcontract Agreement and to carry out its obligations under this Master Subcontract Agreement; and
 - (c) this Master Subcontract Agreement does not conflict with or result in the breach of or default under any provision of its constitution or any material terms or provision of any agreement, writ, order or injunction, judgement or law to which it is a party or is subject or by which it is bound.
- 28.2 **Disclosure.** It is a condition of this Master Subcontract Agreement that Subcontractor has

disclosed in writing to ASL HK prior to this Master Subcontract Agreement of matters materially affecting Subcontractor's ability to perform any of its obligations under this Subcontract, and Subcontractor shall promptly notify and fully disclose to ASL HK in writing any event or occurrence actual or threatened during the term which would materially affect Subcontractor's ability to perform any of its obligations under this Master Subcontract Agreement.

28.3 **Personnel payments.** Subcontractor represents and warrants that:

- (a) it has the sole responsibility for, and it will pay, all wages, leave payments, payments in respect of workers compensation, superannuation and all taxes (including, but not limited to, payroll taxes) in respect of the personnel involved in the supply of the Services pursuant to each Subcontract for the duration of their involvement with Subcontractor; and
- (b) it has the sole responsibility for, and it will make, all deductions required in respect of the personnel involved in the supply of the Services pursuant to each Subcontract for the duration of their involvement and/or employment with Subcontractor.

28.4 **Non-Infringement.** Subcontractor represents and warrants that it will perform its obligations under the Subcontract in a manner that does not infringe the Intellectual Property rights of any third party.

28.5 **Compliance with Laws.** Subcontractor represents and warrants that it is not in breach of and will comply, with the provisions of any relevant statutes, regulations and by-laws ("Laws").

29. INDEMNITIES

29.1 Subcontractor shall at all times indemnify and hold harmless ASL HK and the relevant ASL Group Company, and their respective officers, employees and agents (in this clause referred to as "**Indemnitees**") from and against any loss or damage (including legal costs and expenses) suffered, or liability incurred, by any of the Indemnitees arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss, or damage or liability:

- (a) was caused by any wilful act or omission or gross negligence of Subcontractor, its employees, agents or sub-subcontractors resulting in a breach of the obligations of Subcontractor under this Master Subcontract Agreement or any Subcontract; or
- (b) is in respect of personal injury or death to any of Subcontractor's personnel or to any third-party occurring during the course of their performing this Master Subcontract Agreement or any Subcontract; or
- (c) a breach of obligations in relation to Confidential Information, Customer's Confidential Information, Customer data, privacy or data security.

Provided always that such indemnity such not apply if the Subcontractor or its relevant employee or personnel was performing the instructions of the relevant ASL Group Company.

30. LIABILITY

Except as provided for in clause 29, the total liability of the Subcontractor in respect of all other events giving rise to liability of the Subcontractor in respect of all the Subcontracts entered into pursuant to this Master Sub-Contract Agreement shall be limited to HKD3,000,000.

31. DISPUTE RESOLUTION

- 31.1 Where there is a dispute between the parties in relation to this Master Subcontract Agreement or a Subcontract which cannot be resolved without the involvement of the Customer, ASL HK will use reasonable endeavours to obtain the Customer's involvement, including by initiating the dispute resolution procedures under the applicable Prime Contracts if appropriate.
- 31.2 Any dispute, controversy or claim arising out of or in connection with this Master Subcontract Agreement or a Subcontract, including any question regarding its existence, validity or termination, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Ordinance (Cap. 341 of the Laws of Hong Kong) as at present in force and as may be amended from time to time. The appointing authority shall be the Hong Kong International Arbitration Centre.
- 31.3 The place of arbitration shall be in Hong Kong and shall take place at the Hong Kong International Arbitration Centre and there shall be only one arbitrator. If the parties fail to agree on the designation of an arbitrator within a twenty (20) day period, the Hong Kong International Arbitration Centre shall be requested to designate the single arbitrator. Any arbitration shall be administered by the Hong Kong International Arbitration Centre in accordance with its procedures for arbitration in force at the date of this Master Subcontract Agreement including such additions to the Arbitration Ordinance (Cap. 341 of the Laws of Hong Kong) as are therein contained. The language for the arbitration proceedings shall be English.
- 31.4 Prior to referring a matter to arbitration pursuant to clause 32.2, the parties shall:
- 31.5 formally refer the dispute to senior personnel for consideration; and
- 31.6 in good faith explore the prospect of mediation.
- 31.7 Nothing in this clause shall prevent a party from seeking urgent equitable relief before an appropriate court.
- 31.8 ASL HK and Subcontractor will continue to perform their respective obligations under the Subcontract pending the resolution of a dispute.

32. CONFLICT OF INTEREST

- 32.1 Subcontractor and ASL HK undertakes to each other to refrain at all times during this Subcontract, and subsequent to the termination or expiry of this Subcontract, from making or issuing any derogatory remark or statement regarding the Customers or ASL HK or Subcontractor, or their respective personnel or businesses.
- 32.2 Subcontractor warrants that at the date of signing this Master Subcontract Agreement, and each Subcontract, it has no conflict of interest, and no such conflict is likely to arise, as a result of Subcontractor's supply of the Services to ASL HK.
- 32.3 Subcontractor shall not, and shall use its best endeavours to ensure that any employee, agent or sub-subcontractor of Subcontractor shall not, during the course of this Master Subcontract Agreement and each Subcontract, engage in any activity or obtain any interest likely to conflict with or restrict Subcontractor in performing its obligations under this Master Subcontract Agreement and each Subcontract fairly and independently.
- 32.4 If during the course of this Master Subcontract Agreement and each Subcontract, Subcontractor has a conflict of interest, or a risk of it having a conflict of interest arises, Subcontractor undertakes to notify ASL HK immediately in writing and thereafter comply with any reasonable direction of ASL HK which, in ASL HK's reasonable opinion, is

necessary to remove the conflict of interest or risk of conflict of interest. If such conflict of interest or risk of conflict of interest cannot, in ASL HK's reasonable opinion, be removed, ASL HK may immediately terminate each affected Subcontract.

33. SUB-SUBCONTRACTING

- 33.1 Subcontractor shall not subcontract the performance of any part of this Master Subcontract Agreement or the Subcontract without the prior written consent of ASL HK, such consent not to be unreasonably withheld or delayed.
- 33.2 Without limiting clause 35.1, before entering into a sub-subcontract, Subcontractor must give ASL HK reasonable prior written notice specifying the Services affected, the scope of the proposed sub-subcontract, and the identity and qualifications of the proposed sub-subcontractor.
- 33.3 ASL HK and the Customers will have the right to approve or disapprove of proposed sub-subcontractors. ASL HK and the Customers each will have the right, at its reasonable discretion, to revoke its prior approval of a sub-subcontractor and to direct Subcontractor to replace a sub-subcontractor if:
- (a) the sub-subcontractor's performance is materially deficient;
 - (b) good faith doubts exist about the sub-subcontractor's ability to perform because of changes in the sub-subcontractor's ownership, management, financial condition, or otherwise; or
 - (c) there have been material misrepresentations by or about the sub-subcontractor.
- 33.4 Subcontractor must include in its sub-subcontracts provisions substantially similar to:
- (a) Clause 19 (Intellectual Property), 20 (Confidentiality), 21 (Privacy), 22 (Security), 23 (Export), 24 (Auditing and Record Keeping), 25 (Insurance), 32 (No Poaching), 33 (Conflict of Interest) and this clause 34 (Sub-subcontracting);
 - (b) Customer Exhibit B (Prime Contract Terms);
 - (c) relevant provisions of the other Exhibits; and
 - (d) any other provisions as necessary for Subcontractor to fulfil its obligations under this Subcontract.
- 33.5 Subcontractor shall not be relieved of any its liabilities or obligations under this Subcontract by entering into any sub-subcontract. Subcontractor shall be liable to ASL HK for the acts and omissions of any sub-subcontractor or any employee or agent of such sub-subcontractor as fully as if they were the acts or omissions of Subcontractor or the employees or agents of Subcontractor.
- 33.6 Subcontractor will be ASL HK's sole point of contact regarding the Services, including with respect to payment.

34. PUBLICITY

- 34.1 Save as required by the rules and regulations governing the listing of shares of Automated Systems Holdings Limited (being the parent company of Subcontractor) on The Stock Exchange of Hong Kong Limited or Takeovers Codes, no party shall make any press or other public statements in respect of this Master Subcontract Agreement, any Subcontract or any Prime Contract without prior written consent of the other party.
- 34.2 Both parties shall maintain the confidentiality of the terms and conditions of this Master

Subcontract Agreement and the Subcontracts, provided that Subcontractor consents to ASL HK disclosing the terms and conditions of this Subcontract to the Customers

35. NOTICES

- 35.1 Notices under this Master Subcontract Agreement must be in legible writing and in English, signed by a person duly authorised by the sender, delivered by hand or by facsimile to the address shown below, or the address last notified by the intended recipient to the sender:
- 35.2 If to ASL HK:
Financial Controller, Finance Asia at the address identified on page 1 of this Master Subcontract Agreement
If to Subcontractor:
Financial Controller, at the address identified on page 1 of this Master Subcontract Agreement.
- 35.3 Notice shall be deemed given:
- (a) in the case of hand delivery, upon written acknowledgment of receipt by an officer or other duly authorised employee, agent or representative of the receiving party;
 - (b) in the case of facsimile when transmitted to the addressee, subject to proof of successful transmission,

but if delivery or receipt occurs on a day on which business is not generally carried on in the place to which the communication is delivered or transmitted or is later than 4 pm (local time), it will be taken to have been duly given or made at the commencement of business on the next day on which business is generally carried on in the place.

36. GENERAL

- 36.1 **Negotiated terms.** The provisions of this Master Subcontract Agreement and each Subcontract are the result of negotiations between the parties. Accordingly, this Master Subcontract Agreement and each Subcontract shall not be construed in favour of or against either party by reason of the extent to which the party or any of its professional advisors participated in its preparation.
- 36.2 **Relationship of the parties.** Each party enters this Master Subcontract Agreement and each Subcontract as an independent contractor. Neither party is the partner, agent, employee or representative of the other party. No party has the authority or power to bind the other party or contract in the name of the other party in any way or for any purpose.
- 36.3 **To the extent not excluded by law.** The rights, duties and remedies provided in this Master Subcontract Agreement and each Subcontract operate to the extent not excluded by law.
- 36.4 **No Assignment.** No party may assign, in whole or in part, its benefits or obligations under this Master Subcontract Agreement without the prior written consent of the other party.
- 36.5 **Stamp duty and costs.** Each party shall bear its own costs arising out of the preparation of this Master Subcontract Agreement and any Subcontract. Subcontractor and CSC HK shall bear in equal share any stamp duty (including fines and penalties) chargeable on this Master Subcontract Agreement and any Subcontract and on any instruments entered into under this Master Subcontract Agreement or any Subcontract.
- 36.6 **Severability.** Any provision of this Master Subcontract Agreement or any Subcontract which is invalid or unenforceable in any jurisdiction is to be read down so as to be valid and enforceable if possible, or if that is not possible, will be ineffective in that jurisdiction to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this

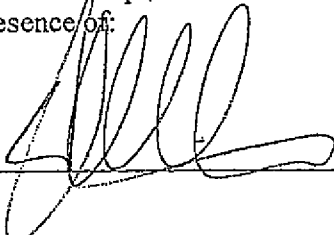
- Master Subcontract Agreement or Subcontract or the validity or enforceability of that provision in any other jurisdiction.
- 36.7 **Rights cumulative.** The rights and remedies provided in this Master Subcontract Agreement and each Subcontract are cumulative with and do not exclude any rights and remedies provided by law.
- 36.8 **Entire Agreement.** This Master Subcontract Agreement and each Subcontract constitutes the entire agreement of the parties, superseding all prior agreements, undertakings, representations or understandings as to its subject matter.
- 36.9 **Variations.** The provisions of this Master Subcontract Agreement and each Subcontract may not be varied except by agreement in writing signed by the Parties.
- 36.10 **Waivers.** No right under this Master Subcontract Agreement or any Subcontract shall be deemed to be waived except by notice in writing signed by each party. This clause may only be waived in writing. A waiver by a party pursuant to this clause shall not prejudice its rights in respect of any subsequent or continuing breach of this Master Subcontract Agreement or any Subcontract by the other party.
- 36.11 **Survival.** The following clauses of this Master Subcontract Agreement will remain in full force and effect following the expiration or termination of this Master Subcontract Agreement and any Subcontract: clause 19 (Intellectual Property), 20 (Confidentiality), 21 (Privacy) 20 (Security), 22 (Security and Safety), 24 (Auditing and record keeping), 27 (Disengagement), 29 (Indemnities), 35 (Publicity), Customer Exhibit B and such other provisions of this Master Subcontract Agreement or Subcontract which are expressed to have, or capable of having, effect after the expiration of this Master Subcontract Agreement or Subcontract.
- 36.12 **Further assurances.** Each party must do all things and execute all further documents as reasonably required of it by notice from the other party to give full effect to this Master Subcontract Agreement and each Subcontract.
- 36.13 **Governing Law.** This Master Subcontract Agreement is governed by the laws of Hong Kong. Each Subcontract shall be governed by the laws of the country stated in the applicable Territory Agreement. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

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EXECUTED AS AN AGREEMENT

Signed for and on behalf of
CSC COMPUTER SCIENCES HK LIMITED
by its authorised representative
in the presence of:

)
)
)
)



Witness

DARREN JOHN COLLINS
Name of Witness



Representative

MICHAEL SHOVE
Print Name

PRESIDENT CSC ASIA.
Print Title

Signed for and on behalf of
AUTOMATED SYSTEMS (H.K.) LIMITED
by its authorised representative
in the presence of:

)
)
)
)



Witness

EDWARD LAU
Name of Witness



Representative

LAI YAM TING
Print Name

MANAGING DIRECTOR
Print Title

TEMPLATE FOR CUSTOMER EXHIBIT A: SUBCONTRACT DETAILS FORM

CUSTOMER (CLAUSE 3.1)	
EFFECTIVE DATE (CLAUSE 3.1)	The Effective Date is [] notwithstanding that the Subcontract may have been executed on an alternate date.
PRIME CONTRACT (CLAUSE 3.1)	
TERM (CLAUSE 3.1)	The Subcontract commences on the Effective Date and will expire on []
NON-COMPETE (CLAUSE 15.5)	[state if applicable or not]
IP OWNERSHIP, INCLUDING THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS (CLAUSES 19.2 AND 19.3)	[state if Subcontractor will own any newly developed IP]
INSURANCE (CLAUSE 25.1)	<ul style="list-style-type: none"> • Public and Product Liability Insurance to the value of at least [insert amount] per occurrence • Professional Indemnity Insurance to the value of at least [insert amount] per occurrence • Workers compensation insurance required by law.
ADDRESS FOR NOTICES (CLAUSE 36.1)	<p>To CSC :</p> <p>Name: [insert] Address: #####</p> <p>with a copy to : CSC Legal and Contracts Management Asia Fax : (65) 6422 6410</p> <p>To Subcontractor:</p> <p>Name: [insert] Address: [insert] Fax: [insert]</p>

TEMPLATE FOR CUSTOMER EXHIBIT B: PRIME CONTRACT TERMS

The following terms are based on clauses extracted from the Prime Contract. These reflect obligations which CSC HK has to Customer under the Prime Contract, which Subcontractor agrees it will also be bound by.

Clause numbers are the same as in the Prime Contract.

TEMPLATE FOR CUSTOMER EXHIBIT C: SOW, SLAS AND COMMERCIALS (TEMPLATE/CHECKLIST)

This Statement of Work is an attachment to the Subcontract Agreement between CSC HK and *[insert Subcontractor]* dated *[insert date of signing of Subcontract]*.

SERVICES TO BE PROVIDED (CLAUSES 3.1, 7, 13)

Describe in detail the services to be supplied by Subcontractor.

Include any deliverables.

Include a list of any software, equipment or networks to be provided, operated or maintained by Subcontractor

Include any applicable warranty periods

Include any agreed milestones, timetables and project plans

Specify any transition-in services which may be required

Specify any Services which are to be the subject of acceptance tests, the nature of those tests, the requirements for acceptance testing, and acceptance criteria.

Include any required reports

SERVICE LEVELS, SERVICE CREDITS AND LIQUIDATED DAMAGES (CLAUSES 3.1, 8.4, 14)

Specify any applicable service levels,

Include any rebates or credits due to CSC HK for a failure of service levels

CHARGES AND INVOICING (CLAUSES 3.1, 12, 16, 26.7, 27)

Include the fees, or method of calculating the fees. (These should be GST exclusive)

State clearly whether the fee is fixed, time and materials, or some other basis.

If the fees are to be charged on a time and materials basis, include appropriate hourly or daily rates. If daily rates are specified, include how long a standard "day" is, and how partial days and overtime are to be dealt with. Include any required procedures for approval of timesheets and materials charges.

Include any fees which may be payable for transition-in at the start, or disengagement at the end, of the Statement of Work

If any termination fees are payable if CSC HK terminates for convenience, include them here.

Include any requirements for when invoices must be provided.

Include any additional supporting information required to accompany invoices

SPECIFIED PERSONNEL (CLAUSES 3.1, 12)

Specify if there are any individual employees of the Subcontractor who are required to perform the Services.

APPROVED SUB-SUBCONTRACTING (CLAUSE 33)

Specify if any of the Services are to be sub-subcontracted, and to whom

TEMPLATE FOR CUSTOMER EXHIBIT D: ASSETS AND THIRD PARTY CONTRACTS TRANSFERS

TEMPLATE FOR CUSTOMER EXHIBIT E: PERSONNEL TRANSFER

FORM OF TERRITORY AGREEMENT

This **TERRITORY AGREEMENT** made this day and effective as of _____ (the "Territory Agreement Effective Date"), by and between _____ (the "Local ASL Entity") a _____ company and _____ (the "Local CSC Entity"), a _____ company.

WHEREAS, CSC Computer Sciences HK Limited ("CSC HK") and Automated Systems (H.K.) Limited ("ASL HK") are parties to a Master Subcontract Agreement ("MSA"), dated 24th April 2009, pursuant to which ASL or an ASL Affiliate (such term, and all other terms used with initial capitalization and not otherwise defined herein, as defined in the MSA) may acquire information technology services in various Territories from CSC Affiliates;

WHEREAS, the Local ASL Entity is an Affiliate of ASL and the Local CSC Entity is an Affiliate of CSC;

WHEREAS, the Local ASL Entity desires to obtain Services, and the Local CSC Entity desires to provide such Services; and

WHEREAS, the parties have determined that a Territory Agreement is required to effectuate the MSA in the Territory in which the Local ASL Entity and the Local CSC Entity are located,

NOW, THEREFORE, in consideration of the premises, the parties intending to be legally bound agree as follows:

1. General

1.1 MSA.

This Territory Agreement is intended to, and shall, constitute a Territory Agreement under the MSA. The terms of the MSA are hereby incorporated by reference into this Territory Agreement. In the event of a conflict between this Territory Agreement and the MSA, the terms of the Territory Agreement shall prevail. Any amendment or modification of the MSA shall be deemed incorporated into this Territory Agreement without the necessity of further action by either party.

2. Services and Service Levels

2.1 Services.

Beginning on the Territory Agreement Effective Date, the Local CSC Entity shall provide to the Local ASL Entity the Services, unless modified by Exhibit X [SOW Attachment], as they may change and evolve during the Term and as they may be supplemented, enhanced, modified or replaced in accordance with the MSA.

2.2 Service Levels.

The Local CSC Entity shall provide the Services to the Local ASL Entity in accordance with the Service Levels and Performance Standards provided in Exhibit C herein.

3. Charges and Billing

3.1 Fees.

All Fees for the Services provided to the Local ASL Entity by the Local CSC Entity are as provided in the Fee Schedule set out in Exhibit C herein.

3.2 Billing.

The invoicing for the Services provided by the Local CSC Entity to the Local ASL Entity will be in accordance with Section 16 of the MSA.

4. Employee Transfer Liability

[NOTE: If employees of the Local ASL Entity are to transfer appropriate provisions should be inserted here.] Transfer of employees listed in Exhibit E herein.

5. Additional Provisions

[parties to insert any additional provisions to add or to vary the MSA here]

IN WITNESS WHEREOF, the parties hereto have caused this Territory Agreement to be executed on its behalf by its officers or representatives thereunto duly authorized, as of the date above written.

[Local ASL Entity]

[Local CSC Entity]

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

By: _____

Name _____