

NCT CO., LTD.

TERMS AND CONDITIONS

1. Formation of Contract
- 1.1

4.2 The Company will use its reasonable endeavours to complete Services

respect of any claim under the Contract and any such claim shall be wholly barred and unenforceable unless:

8.4.1 the Customer notifies the Company in detail and in writing of the alleged basis for the claim within two (2) months of the Customer becoming aware thereof and within one year after the completion of the Services to which the claim relates; and

8.4.2

- 13.1 If the Customer becomes subject to any of the events listed in sub-condition 13.2, the Company may terminate the Contract with immediate effect by giving written notice to the Customer.
- 13.2 For the purposes of sub-condition 13.1, the relevant events are:
- 13.2.1 if the Customer commits a breach of any terms of the Contract or any other contract with the Company which is incapable of remedy or, if capable of remedy, has not been remedied by the Customer in accordance with a written notice from the Company requiring remedy within the period specified in the said notice;
 - 13.2.2 if the Customer fails to make payment of the Consideration within the specified time;
 - 13.2.3 if the Customer becomes insolvent or ceases or suspends payment of any of its debts or is unable to pay its debts as they fall due, makes any voluntary arrangement with its creditors, files application for the commencement of court administered rehabilitation procedure or bankruptcy procedure or in case such application is filed against the Customer and not dismissed within 45 days of filing;
 - 13.2.4 if the Customer's important property is subject to compulsory execution such as (provisional) attachment, provisional disposition, auction, delinquency disposition, or the Customer resolves to close or transfer its business or to wind up or dissolve;
 - 13.2.5 the Customer ceases, or threatens to cease, to carry on business;
 - 13.2.6 the Company reasonably apprehends that any of the events mentioned at sub-conditions 13.2.1 to 13.2.5 above is about to occur in relation to the Customer and notifies the Customer accordingly; and
 - 13.2.7 if the Company reasonably apprehends that providing the Services or dealing with the Customer would be in breach of Sanctions Rules, the Customer fails to satisfy due diligence requests made by the Company in connection with compliance with Sanctions Rules or other relevant laws or regulations or the Customer does anything which is in breach of, or would cause the Company to be in breach of, Sanctions Rules.
- 13.3 On termination of the Contract for any reason the Customer shall immediately pay to the Company all indebtedness to the Company with applicable interest.
- 13.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 13.5 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.
14. Force Majeure
The parties shall not be liable for delay in performin1 61.824 586.78 Tm 0 0 1 243(d)4(e)4(lay)11(s)-6(l)-32 841..32 841.92 ron)62tttCContratf4(r)5(t)-5c

