



**General Terms and Conditions
of TCP Asia Pacific Co., Ltd.
- Broker Service -**

1. These General Terms and Conditions ("GTC") shall constitute an integral part of the Broker Service Agreement between us and our Customer in case of project development.
2. Our offers shall be subject to change and non-binding.
3. All descriptions, details and explanations are from sources that principally appear to be reliable to us. However, we have not verified those descriptions, details and explanations. Thus, all information's, descriptions and explanations shall be expressly without any warranty or liability. It shall be the sole and exclusive responsibility of the potential Customer to separately verify correctness and completeness of the same in an appropriate manner. Any opinions, assumptions, estimates and predictions merely constitute examples and shall be no basis for an assessment of the future development and the yield or return of the project. The Customer is strongly advised to check himself any, in particular, legal, tax, financial and/or technical prerequisites and effects of buying and/or participating the project, since we cannot assume any liability therefore. We have not carried out any examination regarding pollution or potential contamination of soil, buildings, water or air or any other environmental factors and we do not assume any warranty therefore. Potential Customers shall investigate into and/or check those facts on their own.
4. We are permitted for dual action; that means, it is also allowed to operate for the other party of the contract with subjects of commission for any kind and may also invite other brokers, such as a meta-business partner. In the event that we mediates a project that is sold by a partner close to us, we will inform the Customer without being asked that fact. In this case, the commission of us might nevertheless arise if the Customer holds to the execution of the order also in knowledge of that fact.
5. If the Customer already knows that a project offered to him is for sale and/or participating, he shall immediately inform us thereof in writing. If the Customer fails to do so, we shall be deemed instructed by the Customer to further conclusion of a contract in whatsoever way. If conclusion of the contract is subsequently supported by any of our actions, we shall be entitled to the agreed commission.
6. All our offers are intended exclusively for our Customer and absolutely confidential to handle. Unauthorized disclosures are obligation to pay compensation, which usually arises in the amount of commission which would have accrued in the event of a successfully brokerage deal and our expenses and efforts. The Customer is always entitled to prove that no damage would not be created or not created at this level.
7. Accord of will to conclude a contract regarding the project offered by us shall give rise to a duty to pay a commission, which shall also continue to exist in the case that such accord of will is reversed later on.
8. A commission entitlement shall also arise if a contract is concluded subject to other terms and conditions which deviate from the offer or if a different transaction with an equivalent purpose is concluded.
9. Besides the specifically stated legal transaction (underlying transaction) our commissioned services shall also include any legal transactions (follow-up transactions) which are related thereto in terms of the project. We shall be entitled to commission payments for such follow-up transactions if they are concluded within three years of conclusion of the underlying transaction or, in the case of non-conclusion of the underlying transaction, within three years of conclusion of the Broker Service Agreement concerning the underlying transaction.
10. The Customer shall be obliged to pay us the agreed commission in compensation and as reimbursement of our expenses and efforts even if no brokerage deal has been successfully arranged by us if
 - a. the legal transaction arranged by us is not concluded contrary to the principle of good faith because the Customer fails to take a legal act that would be necessary for conclusion of the transaction without any noteworthy reason;
 - b. a transaction other than a transaction with an equivalent purpose is concluded with the third party solicited by us and if soliciting such transaction lies within our scope of activities;
 - c. the transaction arranged by us is concluded with a person other than the Customer because the Customer informed such other party of the possibility to conclude the transaction as notified by us or if transaction is concluded with a person other than the solicited third party because the solicited third party informed such other party of the business opportunity, or
 - d. the transaction is not concluded with the solicited third party because a statutory or contractual right of first refusal, right of resale or of a right to join the contract is exercised.
11. The Customer shall be obliged to pay us an amount equal to the agreed commission in compensation and as reimbursement of our expenses and efforts in the case of conclusion of an exclusive Broker Service Agreement even if we did not successfully arrange a brokerage deal if
 - a. the Customer terminates the exclusive Broker Service Agreement early for no cause in violation of the agreement;
 - b. the transaction is concluded during the term of the exclusive Broker Service Agreement in violation of the agreement due to services rendered by a broker other than the broker instructed by the Customer, or
 - c. the transaction is concluded during the term of the exclusive Broker Service Agreement in a way other than due to the services rendered by a broker other than the broker instructed by the Customer.
12. In the case of force majeure and slight negligence our liability shall be excluded by mutual consent. The claims of the Customer for damages are based without regard to the legal nature of the claim according to this clause 12. For damages resulting from injury to life, body or health, based on a negligent breach of duty by us or an intentional or negligent breach of duty we have unlimited liability. For other liability claims, we are only liable for intent and gross negligence. We shall only be liable for slight negligence if an obligation is violated, where the fulfillment of the purpose for the contract is an particular importance (cardinal obligation) and for such damages that could occur within the context of a typically brokerage. In case of breach of cardinal obligation the liability amount is limited up to the sum 25% lower of the transaction value at the time of conclusion of the transaction; but in max. USD 50.000.
13. Modifications, amendments and oral side agreements shall be made in writing in order to be effective. This shall also apply to modifications of or amendments to this clause. If any of the provisions in this agreement are invalid, the validity of the remainder of this agreement will not be affected as a whole. Instead of the invalid regulation shall apply in place of the effective agreement that comes closest to its economic purpose of the invalid agreement and the parties would have agreed, had they known the ineffectiveness.
14. The law of Hong Kong shall apply. The place of performance and the place of jurisdiction shall be Hong Kong.

As at January 03, 2014