

Terms & Conditions of Service

The following is a legally binding Agreement between the Client and ELITE Asia governing the terms and conditions of the Service rendered or to be rendered by ELITE Asia.

In the event of any possible dispute(s) or complaints in relation to provided Service or any of the elements comprising or related to those Service, these Terms and Conditions shall control. Submission of an endorsed official Service Contract issued to the Client (as defined below) to ELITE Asia warrants that the Client has read, understood and expressly agreed to be bound by all of the terms and conditions contained in this Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following words and terms shall have the following meanings unless the context requires otherwise:

- a. "ELITE Asia" refers to Elite Translations Asia Pte. Ltd and its affiliated companies namely Elite Translations Asia (M) Sdn. Bhd, Elite Interpreters Asia Pte. Ltd and Elite Linguistic Network LLP.
- b. "Client" refers to the individual or business entity that has accepted an official Service Contract issued by ELITE Asia.
- c. "Agency" refers to the advertising agency or any other service agencies authorized by the Client to liaise with ELITE Asia with regards to the Service the Client contracted ELITE Asia to carry out.
- d. "Service Contract" refers to the contract, proposal and/or quotation signed by the Client or the Agency on behalf of the Client, to place its orders for Service.
- e. "Agreement" refers to this Terms & Conditions of Service.
- f. "Condition" means a term or condition of this Agreement.
- g. "Translation" means translations to be published on various media formats or platforms.
- h. "Approved Glossary" means any translation memory, terminology or glossary provided by the Agency or Client to ELITE Asia or created by ELITE Asia and approved by the Agency or Client for reference to carry out any Service.
- i. "Service" include, but are not limited to translation, typesetting/typographic, transcription, copywriting, proofreading and editing, document legalization, professional interpreters, simultaneous interpreting and audio & visual equipment rental, localization, project management, consulting and advisory, training courses, graphic and multimedia design, online marketing and website development, including content management systems, integrated online purchasing platforms and search engine optimization, search engine marketing campaign management, social media channels and viral marketing.
- j. "Source Material" include, but are not limited to, all designs, artwork, photographs, negatives, diskettes, drawing, chart, graph, audio/visual recording, graphics, user-interface, 'look-and-feel', programming code, scripts, CGI applications, PHP scripts and software and other materials and supplies provided for or relating to the publication, display, broadcast, or dissemination of any form of marketing, advertising, creative works or amendments or developing/ designing/ hosting of website on online media, email and other internet and communication technologies, digital screens (including LCD, Plasma, LED or other forms), interactive directories, wall projections, ambient media platforms and static posters, banners, billboards, 2D/3D displays, print publications and other items forwarded to ELITE Asia for Service hereunder.
- k. "Revision" refers to any proposed amendment or revision request by the Agency or Client to ELITE Asia of any deliverables that include but are not limited to Translation or Service.
- l. "Revision Deadline" in relation to any Translation or Revisions refers to the time stipulated in the Revision Deadline Notice current or applicable at the time when that Translation or Revision is submitted to ELITE Asia as the time by which a copy of that Translation or of that Revision must be submitted to ELITE Asia.
- m. "Revision Deadline Notice" in relation to any Translation or Revision refers to the notice of ELITE Asia to the Agency/Client specifying the time by which Revision requests thereof must be submitted to ELITE Asia.
- n. "Deliverable" signifies the final, processed version of the Source Materials provided by ELITE Asia to the Agency or Client.

- o. "Business day" refers to any day other than a Saturday, Sunday or public holiday in Singapore.
- p. "Specified Rate" refers to ELITE Asia's rate for the specific Service provided.
- q. "Fees" refers to all fees and charges payable for Service provided.
- r. "Equipment" refers to any simultaneous interpreting or audio or visual Equipment ELITE Asia rented to the Agency or Client for a specific time as required by an event organized by the Client or its Agency.
- s. "Rental Day" refers to the number of days the Agency or Client require to rent ELITE Asia's Equipment for an event organized by the Agency or Client.

1.2. Unless the context otherwise requires or permits, references to a singular number or entity shall include references to the plural number or entity and vice versa; and words denoting any gender shall include all genders. The reference to a 'person' in this Agreement includes any individual, company, corporation, firm, partnership, joint venture, association, organization, trust, state or agency of a state (in each case, whether or not having separate legal personality).

1.3. The headings herein are to facilitate reference and shall not affect or influence in any way the construction of any of the Conditions.

2. AGENCY

2.1. The Agency shall act as the Client's agent:

- a. with respect to all matters regarding the Service, including but not limited to the content, size and all other specifications thereof, the date for first publication, the submission of the Source Materials, Amendments and the Fees; and
- b. for the receipt of notices and other communications from ELITE Asia and the instructions, directions or agreement of the Agency shall constitute the instructions, directions or agreement of the Client.

2.2. The Client shall ratify all statements or actions of the Agency in relation to the Service Contract and the Translation, Amendments and Source Materials.

2.3. The Client shall immediately inform ELITE Asia in writing in the event that the Client has terminated the Service of the Agency failing which ELITE Asia shall continue to treat the Agency as the agent of the Client.

2.4. In the event that ELITE Asia received contradictory or inconsistent requests, instructions or notices with respect to any matter from the Client and the Agency or from more than one Agency purporting to act on behalf of the Client, ELITE Asia shall be entitled to act on any of those requests, instructions, or notices to the exclusion of the others and/or to deal only with the Client or any one of the Agencies.

2.5. In the event that the Client engages an Agency, ELITE Asia will liaise directly with the Agency for all matters in relation to the Service Contract and the Translation, Amendments, Source Materials and invoice the Agency for the Fees. In the event that the Client does not engage any Agency or ELITE Asia is appointed directly to provide Service, all references to Agency in these Terms and Conditions shall be disregarded.

3. PRICING AND DELIVERY

3.1. ELITE Asia is entitled to amend the pricing and/or delivery estimate stated in the Service Contract following the receipt and evaluation of the full and final text/form of Source Materials to be translated. ELITE Asia reserves the right to carry out a word count once in possession of the Source Material.

3.2. The Client will be advised by ELITE Asia in the event that the word count carried out by ELITE Asia differs from the one initially specified by the Client. In this event, no work will be undertaken by ELITE Asia without notifying the Client of any resulting price difference to the original quote.

3.3. The Client will be advised by ELITE Asia of any possible additional charges or change of delivery date prior to performing the Service.

3.4. A Deliverable is considered delivered only when ELITE Asia either emails, faxes or otherwise communicates it to the Agency or Client, with ELITE Asia being able to show a verification of successful communication upon request by the Client.

3.5. Delivery dates only become valid once they have been expressly confirmed by ELITE Asia in a communication to the Client. In the event of a delay in delivery by ELITE Asia, ELITE Asia will inform the Client of the reasons.

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3.6. ELITE Asia is entitled to a sufficient extended period for completion of the work. In the event of ELITE Asia not meeting the agreed extension period, the Client will be entitled to negotiate for a reasonable reduction of the applicable Fees.

3.7. All other possible claims by the Client towards ELITE Asia are precluded under the provisions of this Service Contract.

4. CLIENT SPECIFICATIONS AND SOURCE MATERIALS

4.1. The Agency or Client may be required to provide an "Approved Glossary" and instruct ELITE Asia to use it in relation to the specified Source Material. If the Agency or Client does not provide an "Approved Glossary", ELITE Asia will translate any specialized terms appearing in the Source Material on the basis of their usual and conventional semantic interpretation, and otherwise carry out the Service based on ELITE Asia's standard Service processes and procedures.

4.2. Where this is applicable, the Agency or Client needs to specify at the time of ordering the language variation. Where this is not specified by the Agency or Client, ELITE Asia will assume that either type is satisfactory.

4.3. All Source Materials submitted by The Agency or Client to ELITE Asia need to be legible and have to be delivered to ELITE Asia in such time and format as specified by ELITE Asia, that is to say: Word, PDF, JPG, GIF, TIF, Excel, Powerpoint, TXT.

4.4. ELITE Asia shall be entitled to treat all Source Materials submitted by the Agency or Client as the correct representation of which will be used as reference to provide Service as required by the Client. The Agency or Client shall ensure that all Source Materials are in compliance with the specifications set out in the Service Contract.

4.5. ELITE Asia does not bear responsibility for delay in delivery due to the Agency or Client failing to forward any Source Materials in a timely and appropriate manner or in an acceptable format.

4.6. If at any time in the opinion of ELITE Asia:

a. The publication of any Source Materials would by reason of any of the contents thereof (including any design, photograph, text or statement therein):

- i. infringe the intellectual property or other rights of any person or organization; or
- ii. constitute a libel of any person or organization; or
- iii. offend public standards of morality or decency; or
- iv. offend racial or religious sensitivities; or
- v. violate any law in Singapore or any jurisdiction in which the same would be published; or
- vi. be contrary to any policies of ELITE Asia; or

b. Any consent or approval required to be obtained for the Translation of any Source Materials or the approval for the use of the Source Materials has not been obtained, ELITE Asia shall be entitled, at its absolute discretion, to:

- i. decline to commence or cease the Translation or to provide any Service that would require the use of such Source Materials; or
- ii. require that the Agency or Client makes such revision or modification to the form and/or content of that Source Materials by a deadline specified by ELITE Asia, with such revision or modification; or

4.7. In any case where ELITE Asia declines to translate or ceases to perform any Translation or Service, or the Agency/Client fails to make revision or modification to the form and/or content of that Source Materials to the satisfaction of ELITE Asia within the deadline specified by ELITE Asia, ELITE Asia shall not be liable to the Agency and/or its Client for any damages and/or loss suffered by the Agency and/or its Client.
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5. MODIFICATIONS/ADDITIONS TO SOURCE MATERIALS FOLLOWING THEIR SUBMISSION TO ELITE ASIA

5.1. In the event of the Agency or Client wishing to incorporate modifications or insert additions to already submitted Source Materials, the Agency or Client shall submit to ELITE Asia a summary clearly indicating the proposed changes but this will be subject to extra costs.

5.2. Fee and completion changes resulting from the incorporation of post-submission modifications or additions towards work already in progress shall depend on the nature, extent and implications of the required changes and percentage of work already completed. ELITE Asia will notify the Agency or Client of the price and/or of completion time changes in relation to the original Specified Rate before the changes or additions are carried out and incorporated in to the Deliverable by ELITE Asia.

6. OWNERSHIP OF SOURCE MATERIALS & DELIVERABLES

6.1. All proprietary rights, to the Source Materials and the Deliverables, are and remain the sole and exclusive property of the Client.

6.2. Notwithstanding the above, all Deliverables shall remain the property (but not the risk) of ELITE Asia until such time as ELITE Asia has received the full applicable Fees for work carried out in producing the Deliverables.

7. ERROR HANDLING, REVISIONS & REVISIONS DEADLINES

7.1. The Client agrees to submit a written summary in relation to any proven or perceived errors identified by the Agency or Client in the Deliverable material upon receiving them and is to submit them before the Revision Deadline as specified in the Revision Deadline Notice.

7.2. In the event that the Agency or Client submits a summary of errors before the Revision Deadline, ELITE Asia will correct the Deliverable with no additional costs to the Client.

7.3. For documents containing up to 10,000 words, The Agency or Client will have a Revision Deadline of 7 days (1 business week) from the date of receiving the first draft to address any proven or perceived errors or Service problems and request for Revision. This period is extended to 14 days (2 business weeks) for documents containing more than 10,000 words unless otherwise implied by ELITE Asia in a written notice.

7.4. Upon submission of the corrected or revised Deliverable material, if ELITE Asia has not received any comments within the Revision Deadline, ELITE Asia will assume that the Agency or Client has accepted the Deliverable material and will bear no responsibility or obligation in relation to any proven or perceived errors thereafter.

7.5. In the event that the Agency or Client requires further Revision to the Deliverable after the Revision Deadline, the Agency or Client may ask ELITE Asia to extend the Revision Deadline but this will be subject to extra costs. ELITE Asia will notify the Agency or Client of the Fee and/or of completion time changes for agreement in relation to the original Specified Rate before incorporating the required Revision into the Deliverable.

8. CONDITIONS OF OTHER SERVICES

8.1. TYPESETTING/TYPOGRAPHIC SERVICE

a. The Agency or Client is to provide ELITE Asia with an editable design template along with the details of the key elements of the typesetting Service required before submitting the order.

b. ELITE Asia bears no responsibility or obligation and reserves the right to cancel its commitment to provide Service in relation to lack of relevant information or Source Materials provided by the Agency or Client.

8.2. TRANSCRIPTION SERVICE

a. The Agency or Client is to provide ELITE Asia with a source which has good audio quality along with the details of the key elements of the transcription Service required and specify the requirements of the Deliverable before submitting the order.

b. ELITE Asia bears no responsibility or obligation and reserves the right to cancel its commitment to the transcription Service in relation to poor audio quality of the source provided by the Agency or Client.

8.3. COPYWRITING SERVICE

a. The Agency or Client needs to provide ELITE Asia with a detailed copywriting brief on ELITE Asia's brief questionnaire along with past and current information as required by the copywriter.

b. The Specified Rates are based on the original brief and also cover correspondence regarding the brief, basic research, writing, proofreading and editing, submission of the first draft and Revision required before the Revision Deadline. If any significant changes or additions are made to the brief, or additional work that is not mentioned above is required, extra costs might be incurred. ELITE Asia will notify the Client of such extra costs for agreement before further work is carried out.

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- c. Creative writing is subjective. If, for whatever reason, the Client is not entirely satisfied with any part of the work submitted to the Agency or Client, please inform us and ELITE Asia will do its best to address such concerns. If however, after reasonable discussion and clear confirmation of the requirements, the Client is still not satisfied with the final submission, the Service Contract between the Client and ELITE Asia will be cancelled and only 50% of the contracted Fees will be due. This will exclude any deposit that has been paid at the outset. Deposits to secure work will not be refunded. In such a circumstance, ELITE Asia implies no liability, or admission of failure or inability to complete the Service Contract, on its part. Additionally, ELITE Asia will retain the copyright and the Client or any third party shall not use everything ELITE Asia has written. If any part of the submitted work is used, the agreed Fees will become payable in full.

- d. ELITE Asia bears no responsibility or obligation and reserves the right to cancel its commitment to provide copywriting Service in relation to lack of relevant information or a detailed copywriting brief provided by the Agency or Client.

8.4. PROOFREADING AND EDITING SERVICE (FOR TRANSLATED DOCUMENT THAT IS NOT TRANSLATED BY ELITE ASIA.)

- a. The Agency or Client needs to provide ELITE Asia with both the document that needs proofreading/editing and the original Source Materials from which the Service was done
- b. When there is enough evidence that the quality of the translated document is below standard, ELITE Asia will have full right to apply its standard Service rates. In this case, ELITE Asia will notify the Client of the price and completion time before the Service is carried out.

8.5. DOCUMENT LEGALIZATION SERVICE

- a. The Agency or Client needs to specify at the time of the order whether the document will have to be valid nationally or internationally.
- b. Where the Agency or Client does not specify this, ELITE Asia will assume that the first option is satisfactory. In both cases, the proofreading Service of the translated document is compulsory.
- c. In the event of the Agency or Client requiring a document to be notarized, The Agency or Client will be required by ELITE Asia to submit the original document.
- d. It is the responsibility of the Agency or Client to verify the requirements of the government institutions or authority where the legalized document will be submitted. While ELITE Asia will take all the possible steps to meet the requirement and the delivery deadline, ELITE Asia bears no responsibility or obligation in relation to delays due to force majeure or government bureaucracy.

8.6. PROFESSIONAL INTERPRETERS SERVICE

The Agency or Client needs to provide ELITE Asia with details of the event and specify the language of the Deliverable before submitting the order at least 5 working days before the event. ELITE Asia bears no responsibility or obligation and reserves the right to cancel its commitment to the event in relation to lack of relevant information. The Agency or Client may ask ELITE Asia to extend the man-hours but this will be subject to extra costs. Price changes resulting from the additions towards work already carried out shall depend on the nature, extent and implications of the required work. ELITE Asia will notify the Client of the price and completion time before further modification is carried out.

8.7. SIMULTANEOUS INTERPRETING AND AUDIO & VISUAL EQUIPMENT RENTAL SERVICE

- a. The Agency or Client needs to provide ELITE Asia with the requirement of Equipment specifications and number of each item it wishes to rent before submitting the order at least 1 month before the event. The Agency or Client may ask ELITE Asia to extend the Rental Day but this will be subject to extra costs and availability. Price changes resulting from the additions shall depend on the nature, extent and implications of the required work. ELITE Asia will notify the Client of the price and availability before extending the Rental Day.
- b. ELITE Asia does not guarantee the Equipment being available on the date specified until the booking is confirmed through a signed Service Contract and acceptance by ELITE Asia through email, as well as the signed Service Contract by both parties and is subject to the final Service requirement at least 1 month prior to the event.
- c. Unless otherwise agreed in writing, it is the responsibility of the Agency or Client to ensure:
 - i. the assigned technicians have access to the venue at the installation time specified in the Service Contract.

- ii. the venue is properly set up for the conference with platforms or tables in position.
- iii. all Equipment, once installed, will remain in place and that, for the period of the rental, the place where its installed will not be required for other purposes (e.g. Dinners, dances, receptions etc), which would entail the Equipment being dismantled and reinstalled.
- iv. adequate time is made available at the conclusion of the proceedings for the dismantling and removal of the Equipment.
- v. sufficient receivers should be ordered in advance, as ELITE Asia is unable to guarantee additional Equipment being available subsequent to the booking.

- c. The Agency or Client will handle distribution and collection of individual receivers and headphones to each delegate. For the duration of the period of the rental, the Agency or Client shall be liable for any loss, theft, destruction or damage to the Equipment howsoever arising (other than directly due to the negligence of ELITE Asia) and shall reimburse to ELITE Asia such sums as shall be necessary to replace lost Equipment or repair damaged Equipment. The Agency or Client shall be responsible for the loss of any receivers once issued to them, their Clients or delegates at the value of S\$480.00 for each receiver and S\$50.00 for each headset.

- d. The recording of the interpreted word is subject to copyright and the Agency or Client should obtain permission from ELITE Asia in advance, prior to recording the interpreted word. Such required recording is subject to additional Fees.

- e. In the event that the Agency or Client cancels its commitment to rent the Equipment after signing of the Service Contract as formal confirmation, the follow cancellation Fees shall apply:

- i. 20% of the quoted value after signing of the Service Contract as formal confirmation.
- ii. 50% of the quoted value for 2 weeks before the event.
- iii. 100% of the quoted value for 1 week before the event.

- f. ELITE Asia warrants that the Equipment supplied will work normally and be adequate for the Agency or Client's stated requirements. ELITE Asia should not be held liable for failure of the Equipment to operate due to venue mains failure or interference by unauthorized persons. ELITE Asia does not accept liability for damage or loss sustained by the Agency or Client arising from the failure of the Simultaneous Interpretation System Equipment except where the Agency or Client is entitled to the benefit of conditions or warranties implied by The Trade Practices Act or similar legislation in which case the liability of ELITE Asia in the case of Equipment shall be limited to the repair of the Equipment or, at the option of ELITE Asia, the replacement of the Equipment or the supply of the equivalent Equipment; or in the case of Service shall be limited to the supplying of those Service again.

- g. The Agency or Client is responsible for the payment of copyright or performing rights Fees and will indemnify ELITE Asia against any proceedings or charges in respect of such matters.

9. DECLARATIONS AND WARRANTIES

- 9.1. ELITE Asia declares and undertakes to carry out the Service in a manner consistent with its standard Service procedures.
- 9.2. ELITE Asia makes no warranty or declaration in relation to any possible uses of Deliverable Material by The Agency or Client or any other parties. ELITE Asia does not warrant that the use of any information relating to or contained within therein shall not infringe any proprietary right held by a third party.
- 9.3. The above warranties and declarations of ELITE Asia are in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose.
- 9.4. The Agency or Client declares and warrants the following:
 - a. That they own or are licensees of the Source Materials and all components thereof.
 - b. That the content of the submitted Source Material and any subsequent use of the Deliverable is not in infringement of any copyright rights held by a third party.

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10. INDEMNITY

- 10.1. ELITE Asia shall not be liable for any incidental, special, or consequential damages or loss of any nature whatsoever, nor for any claim against the Agency or Client by any other person or entity, arising from or relating to Service rendered by ELITE Asia, regardless of the nature of the claim or the form of the cause of action, whether in contract or in tort, or otherwise, and even if ELITE Asia has been advised of the possibility of such damages, anything contained in related proposals and other documentation notwithstanding. ELITE Asia shall not be responsible for any loss or damage to, nor the return of, any Source Materials.
- 10.2. The Client shall also indemnify, defend, and hold harmless ELITE Asia, its owners, directors, officers, employees, contractors, representatives, agents, and successors and assigns from and against any and all losses, damages, costs and expenses, including legal Fees, resulting from, arising out of or incident to any suit, claim or demand based on:
 - a. the adherence to this Agreement by either party,
 - b. any commercial activities undertaken by the Client, including the imposition of any kinds of taxes.
 - c. any claim that the Deliverable infringes any proprietary right held by a third party.

11. TERMINATION OF SERVICE CONTRACT

- 11.1. As a consequence of the Client being in breach of this Agreement, ELITE Asia has the right to terminate the provision of Service. In such an event, the Client is liable for all outstanding Fees related to Service already completed prior to the date of cancellation and a cancellation Fees on the basis of a breach of the Service Contract. The standard cancellation Fees of SGD\$200.00 or 10% of the total value of the contract, whichever is the greater will be applicable.
- 11.2. Should ELITE Asia breach the Service Contract, the Client is entitled to terminate the Service relationship with ELITE Asia and cancel any already submitted order(s). In this event, ELITE Asia shall return to the Client all Source Materials previously supplied by the Agency or Client. The Agency or Client will also receive any and all completed work prior to the date of cancellation. In the above eventuality, the Client will only be liable for Fees applicable to work already completed

12. CONFIDENTIALITY

- 12.1. ELITE Asia guarantees that the content of all Source Material submitted by The Agency or Client will remain confidential.
- 12.2. ELITE Asia guarantees that all information pertaining to or describing the nature of all Source Material will remain confidential.
- 12.3. Only with the prior consent of the Client will ELITE Asia disclose any information related to the Source Material to any person other than the employees/contractors employed by ELITE Asia who need access to the Source Material in order to carry out the work.
- 12.4. The above provisions will cease to apply in the event of:
 - a. ELITE Asia being required by law to disclose such information to empowered authorities.
 - b. Information pertaining to the Source Material is or becomes a matter of public knowledge other than by disclosure by ELITE Asia.

13. PAYMENT

- 13.1. The Client will pay ELITE Asia all applicable Fees for Service rendered via the following methods:
 - a. Cheques in Singapore Dollars made payable to "Elite Translations Asia Pte. Ltd" and mailed to **2 Jurong East Street 21, #03-117, IMM Building Singapore 609601**.
 - b. Bank or wire transfers are to arrive in Singapore Dollars or US Dollars to ELITE Asia's bank accounts in the Republic of Singapore. All additional bank transfer costs are to be borne by the Client.
 - c. Credit or debit cards via PayPal.
- 13.2. For Fees discrepancies, kindly notify ELITE Asia by email within (5) days upon receiving the invoice or the entries shall be deemed valid.

13.3. Credit Arrangements

- a. Where credit arrangements have been established between ELITE Asia and the Client, the Client shall make full payment to ELITE Asia for all Service rendered within seven (7) days of receiving a valid invoice from ELITE Asia unless otherwise specified by ELITE Asia. Payment terms will be arranged prior to order confirmation and detailed on the invoices. Such invoices are usually distributed by ELITE Asia to the Client via email and post.
- b. If the Client entitled to a credit arrangement does not forward payment within the agreed period, ELITE Asia is entitled to charge a finance charge at the rate of 5% per month until the entire amount due is received. The Client alone is liable for payment; payments by other parties shall be accepted only on condition of prior arrangement.

13.4. The Client may not offset an invoice against other claims unless these are undisputed or legally enforceable.

13.5. In the event of ELITE Asia needing to engage the service of a law firm, solicitor, or debt collection agency to enforce the collection of outstanding Fees from the Client, then the Client agrees to pay ELITE Asia the full costs and commissions charged by the law firm, solicitor, or debt collection agency.

13.6. Refunds: Please refer to our updated refund policy published at our website at www.EliteTranslations.asia or request a PDF copy via our finance department.

13.7. ELITE Asia reserves the right to submit records of any delinquent client with overdue payment/s for listing in the Client's home country's designated credit bureau's records and which record may be assessed by financial institutions and other approving credit companies for personal or corporate loans and credit applications.

14. FORCE MAJEURE

- 14.1. ELITE Asia shall not be held liable to the Agency or Client if fulfillment of its obligations under the Service Contract is prevented or hindered by force majeure. For the purpose of this condition, force majeure shall mean any circumstances beyond the control of ELITE Asia.
- 14.2. The Client shall not be entitled to claim discount of Fees if fulfillment of its obligations under the Service Contract is delayed due to force majeure.

15. LEGALITY

This Agreement shall be governed by, enforced and construed in accordance with the laws of Singapore unless specified otherwise by ELITE Asia.

(Published date: November 2011)