

EXAMINATION ADMINISTRATION AGREEMENT

This Exam Administration Agreement ("Agreement") is by and between Hong Kong Examinations Authority ("HKEA") and [REDACTED]. In consideration of the mutual promises and obligations of the parties contained in this Agreement, the parties agree as follows. This Agreement is dated and becomes effective and binding upon the parties as of the Effective Date described below.

I. SCOPE AND PERFORMANCE OF SERVICES

1.1 Services Provided by HKEA. HKEA shall perform services relating to the administration of the [REDACTED] exams. The services to be provided by HKEA and the terms and conditions of performance for the year 2002 are provided in Schedules A, B, and C of this Agreement.

1.2 Hiring and Training of Personnel. HKEA shall hire and train on-site testing personnel according to the terms provided in Schedule A of this Agreement.

1.3 Security of Exams Materials. HKEA shall maintain and ensure the security of the [REDACTED] exam materials according to the terms provided in Schedule B of this Agreement.

1.4 Exam Administration. HKEA shall administer the [REDACTED] exam according to the terms provided in Schedule C of this Agreement.

1.5 HKEA Personnel. HKEA shall provide a sufficient number of personnel to perform its obligations under this Agreement. HKEA shall ensure that all services are provided in a professional and timely manner in compliance with all applicable laws, rules and regulations by personnel possessing the appropriate skills, training, and experience to satisfy the performance requirements of this Agreement. HKEA shall ensure that such personnel are not affiliated in any way with [REDACTED] candidate preparatory courses offered by either for profit or not-for-profit organizations by requiring them to complete a declaration form and if a declaration is made, the person concerned shall not be appointed as examination personnel. HKEA shall provide additional or substitute personnel when reasonably requested to do so by [REDACTED].

1.6 Employment-At-Will. [REDACTED] reserves the right to deny under reasonable justification certain HKEA personnel from performing services under this Agreement. At [REDACTED]'s request, HKEA shall immediately remove such personnel from performing services under this Agreement.

1.7 Project Manager. HKEA shall designate one of its employees to serve as a Project Manager

who shall be responsible for ensuring that HKEA performs its obligations in a timely and proper manner. The Project Manager shall serve as the liaison between HKEA and [REDACTED]. Notwithstanding the duties of the Project Manager, HKEA's performance under this Agreement shall be the sole responsibility of HKEA.

1.8 Subcontractors. HKEA shall not engage any subcontractors, except those invigilators and delivery services vendors already subcontracted by HKEA, to perform any of its obligations under this Agreement without obtaining [REDACTED]'s prior written consent.

1.9 Compliance with Governing Laws and Ordinances. HKEA shall ensure that all work performed pursuant to this Agreement shall comply with all applicable laws, codes, regulations, ordinances, and permit requirements.

II. COMPENSATION

2.1 Payment Terms and Schedule. In consideration of HKEA's services, [REDACTED] shall pay HKEA a fee of HK\$ [REDACTED] Hong Kong dollars per candidate registered to take the [REDACTED] examination in Hong Kong, subject to a minimum payment by [REDACTED] for [REDACTED] candidates, i.e. HK\$ [REDACTED].

2.2 Payment Schedule. [REDACTED] will pay HKEA within thirty (30) days of receipt of an official invoice from HKEA. All payments will be made by via bank wire transfer in Hong Kong dollars to HKEA.

III. CONFIDENTIALITY

3.1 Use and Disclosure. HKEA acknowledges that in the course of the performance of this Agreement, HKEA may come to possess [REDACTED] confidential or proprietary information or materials, including but not limited to, exam question books, answer books, answer sheets, packing lists, Proctor's Packing Forms, supervisor and proctor procedures manuals, Violation Reports, concepts, techniques, processes, security procedures, computer programs, works in process, exam materials and other financial and business information, whether in written or in electronic form ("Confidential Information"). HKEA acknowledges that such Confidential Information is of great commercial value to [REDACTED] and that the development and design of this Confidential Information has involved the expenditure of substantial amounts of time and funds. HKEA and its employees shall not use such Confidential Information for any purpose other than as necessary for its performance under this Agreement. HKEA shall use no less than the same efforts to protect [REDACTED] Confidential Information as HKEA uses to protect its own confidential information, and in no event will

HKEA exercise less than reasonable care in the protection of the Confidential Information. HKEA shall keep ██████'s Confidential Information in the strictest confidence and shall not disclose such Confidential Information other than: (1) as required by law or court order; (2) when disclosure has been expressly authorized in writing by ██████; or (3) as necessary for HKEA to perform under this Agreement.

In the event that HKEA publishes information regarding ██████ or the ██████ examination, ██████ shall have the right to approve such material prior to its publication.

3.2 HKEA Employee Compliance. HKEA shall ensure that its employees, agents, consultants, and representatives comply with the terms of this Section.

3.3 Confidential Information Upon Expiration or Termination. Upon the expiration or termination of this Agreement, or upon request by ██████, HKEA shall return to ██████ all of ██████'s Confidential Information in any and all forms, including copies.

3.4 Disclosure Required by Law. If HKEA or one of its employees may be required by law or court order to disclose any ██████ Confidential Information, HKEA shall provide immediately to ██████ written notice of the matter and shall permit ██████ at its expense, to take all reasonable actions to prevent or limit such disclosure before it is made.

3.5 Remedy. HKEA acknowledges that any breach of any of the provisions of this section will result in irreparable injury to ██████ for which monetary damages would not provide adequate and full compensation. If there is such a breach, ██████ shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by a court of competent jurisdiction requiring the breach to be cured or enjoining the continuation of the breach.

3.6 Survivability. Confidentiality (Section III) survives the expiration or termination of this Agreement.

IV. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties. HKEA represents and warrants that: (1) all services provided by HKEA under this Agreement shall be completed in a professional manner and shall be of high grade, nature and quality; (2) HKEA shall secure all requisite permits and licenses necessary to perform the Services set forth in this Agreement; and (3) HKEA shall abide by all applicable laws, rules, and regulations. HKEA shall have the sole responsibility of determining the laws applicable to its conduct.

██████ represents and warrants that: (1) it will duly and timely perform all its obligations as described in Schedules B & C of this Agreement; (2) it shall work in willing co-operation with HKEA in respect of matters contemplated under or arising from this Agreement; (3) the possession or use of any materials it provides to HKEA, whether or not the same shall fall within the definition of Confidential Information, shall not infringe any third party proprietary or intellectual property rights in Hong Kong.

4.2 Authority. Both parties represent and warrant that they have the authority to enter into this Agreement, that the persons signing the Agreement on each party's behalf are empowered and authorized to act on its behalf, and that the Agreement, when executed, shall be a valid and binding legal obligation of HKEA and ██████ enforceable according to its terms. Both parties represent and warrant that they have obtained any and all necessary state, local and/or municipal licenses, permits, approvals and/or authorizations necessary to enter into this Agreement.

V. LIABILITY AND INDEMNIFICATION

5.1 HKEA's Liability. HKEA shall be responsible for all damages or injuries caused by HKEA, its employees, agents, assignees or subcontractors to ██████, ██████'s property, employees, guests, agents or invitees relating to HKEA's performance under this Agreement.

5.2 Indemnification by HKEA. HKEA shall indemnify, defend, and hold harmless ██████, its officers, directors, agents, members, and employees, from and against any and all demands, claims, damages to persons or property, losses, and liabilities of any kind, including attorneys' fees, arising out of or caused by: (1) a breach by HKEA of this Agreement or of its warranties under this Agreement; (2) the actions or omissions of HKEA or its agents or employees; (3) all claims, demands, or proceedings brought or asserted by any party not a party to this Agreement alleging damages or injuries as a result of the actions or omissions of HKEA or its agents or employees; or (4) the negligence, gross negligence, or willful misconduct of HKEA, its employees, subcontractors, or agents. HKEA shall not be responsible for injury or loss that occurs as a result of negligence, gross negligence or willful misconduct on the part of ██████.

5.3 Indemnification by ██████. ██████ shall indemnify, defend, and hold harmless HKEA, its officers, directors, agents, and employees, from and against any and all demands, claims, damages to persons or property, losses, and liabilities of any kind, including reasonable attorneys' fees, arising out of or caused by: (a) a breach by ██████ of this Agreement; or (b) the actions or omissions by ██████ or its agents or employees.

5.4 **Survivability.** Liability and Indemnification (Section V) shall survive for a period of five (5) years after the expiration or termination of this Agreement.

VI. TERM AND TERMINATION

6.1 **Termination of Agreement by [REDACTED].** [REDACTED] may terminate this Agreement without penalty if HKEA breaches the Agreement and such breach is not cured within ten (10) days after [REDACTED] has provided written notice of such breach to HKEA. [REDACTED] may also terminate the Agreement without cause or penalty by providing HKEA with ninety (90) days advance written notice of its intent to terminate the Agreement.

6.2 **Termination of Agreement by HKEA.** HKEA may terminate this Agreement without penalty if [REDACTED] breaches the Agreement and such breach is not cured within ten (10) days after HKEA has provided written notice of such breach to [REDACTED]. HKEA may also terminate the Agreement without cause or penalty by providing [REDACTED] with ninety (90) days advance written notice of its intent to terminate the Agreement.

6.3 **Termination.** Other than provisions pertaining to Confidentiality (Section III) and Liability and Indemnification (Section V), which survive this Agreement, the Agreement will terminate automatically upon completion of services by HKEA to [REDACTED]. Following the expiration of this Agreement, if the parties desire to renew this Agreement for an additional one (1) year term, written confirmation of renewal must be signed by both parties and attached herein.

VII. MISCELLANEOUS

7.1 **Conflicts of Interest.** HKEA represents and warrants that it has no actual or potential conflicts of interest that may affect its ability to make fair and impartial decisions in the performance of this Agreement. For the purposes of this Agreement, a conflict of interest shall be any commitment that interferes or appears to interfere with the HKEA's capacity to meet the requirements as outlined in this Agreement, including but not limited to, HKEA's employment of a [REDACTED] candidate's family member.

7.2 **Modification.** This Agreement may be modified only in writing executed by an authorized representative of both parties to the Agreement.

7.3 **Use of [REDACTED] Marks and Copyrights.** [REDACTED] agrees that HKEA may publish [REDACTED]'s name as either "[REDACTED]" or the "[REDACTED]" and may reference the "[REDACTED] Examinations" or "[REDACTED] Examinations," solely for

purposes of advertising scheduled events at HKEA. HKEA shall treat all names and addresses of any director, employee, member or charterholder obtained from [REDACTED] during the performance of this Agreement as confidential.

7.4 **Relationship of the Parties.** [REDACTED] is engaging HKEA only for the purposes and to the extent set forth in this Agreement. Throughout the term of this Agreement, HKEA's relation to [REDACTED] shall be that of an independent contractor. HKEA's personnel and agents are not, and shall not be considered employees of [REDACTED]. Nor shall [REDACTED]'s personnel be considered employees or agents of HKEA. HKEA shall be responsible for workers' compensation insurance for all of its employees. HKEA shall not give the impression that it is an employee or agent of [REDACTED] or give the impression that it is in any way affiliated with [REDACTED] in any capacity other than as an independent contractor. HKEA does not have and shall not hold itself out or give the impression that it has the authority to bind [REDACTED] in any way, to any person or entity, concerning any matter. HKEA shall not be entitled to or receive any benefit normally provided to [REDACTED]'s employees such as, but not limited to, health benefits, vacation payment, retirement, sick pay, and all other related expenses.

7.5 **Severability.** Should any provision of this Agreement be determined to be unenforceable, such determination in no way shall limit or affect the enforceability and operative effect of any and all other provisions of this Agreement.

7.6 **Assignment.** Neither party shall assign or transfer this Agreement or any of the rights and duties under this Agreement without the prior written consent of the other party.

7.7 **Successors and Assigns.** This Agreement shall be binding on any successor in interest or assignee of any party.

7.8 **Waiver.** The failure of either party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right granted under this Agreement.

7.9 **Force Majeure.** Neither party will be in default for nonperformance of any of its duties under this Agreement where such nonperformance has been caused by an act of God, labor strike, natural disaster, governmental action or intervention, riot, or any other cause not reasonably foreseeable and beyond the reasonable control of the non performing party.

7.10 **Headings and Construction.** The headings used in this Agreement are inserted for convenience only and shall not affect the construction

or interpretation of any provisions of this Agreement.

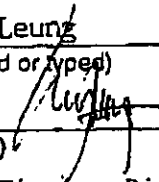
7.11 Complete Understanding of the Parties.

This Agreement contains all the agreements and understandings of the parties with respect to the subject matter of the Agreement and no prior or contemporaneous agreement or understanding pertaining to such matter shall be effective for any purpose. For the avoidance of doubt, the Schedules form part of this Agreement.

AGREED:

HKEA

Name: Peter Leung
(printed or typed)

By: 
(signature)

Its: Head, Finance Division
(office or title)

Date: April 23, 2002

Address: 13/F Southorn Centre

Hennessy Road, Wan Chai, HKSAR

Facsimile: 852-2572-9167

Email: pleung@hkea.edu.hk

7.12 Contact. Unless HKEA is otherwise notified, the ██████████ contact person shall be ██████████.

7.13 Effective Date. This Agreement is effective and becomes binding on the parties immediately upon the signature of the party last to execute this Agreement in the spaces provided below.

Name: ██████████
(printed or typed)

By: 
(signature)

Its: ██████████
(office or title)

Date: 3/20/02

Address: ██

Facsimile: ██████████

Email: ██████████

Schedule A

Hiring and Training of On-Site Personnel

HKEA shall employ trained on-site testing personnel for the administration of the June 2, 2002 Exams. The ratio of on-site staff to candidates shall be at least one (1) on-site staff personnel for every fifteen (15) candidates with a minimum of two (2) proctors per room/section. Five categories of on-site staff shall be assigned to this project. The *Exam Supervisor*, from HKEA's Overseas and Professional Examinations Division, shall be responsible for overall project coordination, including the management of hiring and training activities and on-site supervision during the test administration. The *Assistant Supervisor* shall be responsible for assisting the Exam Supervisor with all exam administration details prior to and on exam day. The Assistant Supervisor will also assist with the overall management of the on-site staff and the exam administration. *Lead Proctors* shall assist with managing the administration of the Exams in defined areas of the test center (a cluster of one hundred (100) candidates) and oversee approximately six (6) Proctors. *Proctors* shall assume responsibility for a limited number of candidates within a defined test room/section (each Proctor will be responsible for approximately twenty-five (25) candidates, but under no circumstances more than forty (40) candidates, within a test room/section). *Floating Proctors* shall assist with emergencies, provide breaks for Proctors and Lead Proctors, give directions to candidates in the halls and assume responsibility for maintaining test security in the outer perimeter of the test center (to observe candidates who may attempt to exit and re-enter the building during the exam, and observe hallways, public phones, restrooms, etc.). *Book Room Proctors* shall distribute and receive exam materials at the test center, and assume responsibility for the security of surplus materials during the test administration session.

All on-site staff shall be thoroughly trained by the Exam Supervisor prior to the test administration date on the procedures relating to the Exams Program. All on-site staff shall execute a conflict of interest disclosure statement, which includes's security and non-disclosure agreement listing any relatives or personal acquaintances who are candidates, prior to the administration of the exam. The Exam Supervisor shall execute a conflict of interest disclosure statement again after the exam, listing any conflicts that may have arisen following the initial statement.

As a condition of working on this project, all Assistant Supervisors, Lead Proctors, Book Room Proctors and Proctors shall execute a Proctor's Agreement indicating their intent to abide by's administration policies and procedures contained in's 2002 Proctor Procedures Manual.

By signing this agreement, HKEA acknowledges that the assigned Exam Supervisor will abide by's administration policies and procedures contained in the's 2002 Supervisor and Proctor Procedures Manuals. The 2002 Supervisor and Proctor Procedures Manual shall be provided to HKEA no later than April 30, 2002.

Using the 2002 Examinations Supervisor and Proctor Procedures Manuals and other documents supplied by, Exam Supervisor shall conduct mandatory training workshops in May 2002 for all on-site testing personnel. These workshops shall be devoted to an extensive review of the roles and responsibilities of staff. The time line for the test administration sessions shall be described along with the layout of the test center. The training workshop shall emphasize the integrity of the Exam. It shall also emphasize the need for careful monitoring of the administration process and candidate conduct to preserve that integrity. All on-site staff must be alert to the possibility of cheating, including impersonations, crib notes, copying from another candidate's paper, writing past time, and the use of unauthorized calculators, or any other misconduct through electronic or other means.

Schedule B

Security, Maintenance, and Transfer of Custody of Exam Materials

HKEA and its testing personnel shall not reveal the location of the test materials, except as requested by designated [REDACTED] personnel, prior to or following the administration of the exams, except as such divulgence may be required for the execution of HKEA's duties under this Agreement.

[REDACTED] shall arrange to have sufficient copies of the [REDACTED] exams and related materials shipped to HKEA at its own expense. Such shipments shall be made via a courier designated and retained by [REDACTED] and shall arrive no later than the date and time designated by [REDACTED]. The [REDACTED] exams must be stored in a locked and monitored section of designated delivery destination upon arrival.

Upon receipt of the [REDACTED] exams and associated materials at the designated delivery destination, HKEA shall be deemed to have taken custody of the [REDACTED] exams and related materials. The Exam Supervisor accompanied by on-site testing personnel selected by the Exam Supervisor (collectively the "Advance Team") shall be admitted to the area containing the materials within 24 hours of the receipt of the materials. The sole responsibility of the Advance Teams shall be to confirm via facsimile to [REDACTED] that the correct number of cartons have arrived and to sort the materials by testing section. HKEA shall not be responsible for verifying the contents of the cartons. In the event that the number of cartons received at a site does not correspond with the number sent by [REDACTED], or that the Advance Team notes any other irregularity with the shipment during the sorting, [REDACTED]'s representative shall be contacted immediately.

The Exam Supervisor and HKEA on-site testing personnel shall arrive at the designated site no later than 6:00 a.m. on the morning of the exam. Upon arrival at the site, the [REDACTED] exams and associated materials shall be transferred to the Book Room, if not already in place. The Book Room will be staffed at all times by two (2) Book Room Proctors.

At the conclusion of the exam periods, testing staff shall follow [REDACTED]'s procedures for collecting exam materials from the candidates; such procedures are set forth in particularity in [REDACTED]'s 2002 *Supervisor and Proctor Procedures Manual*. Upon completion of the afternoon section of the test, all test materials shall be returned to the HKEA's office where a final inventory will be performed. As previously arranged, the Exam Supervisor will transfer the [REDACTED] exams and related materials to a locked and secure location until pickup arrangements have been made with the logistics firm retained by [REDACTED]. Upon surrender of the shipping cartons to the designated representative of the logistics firm retained by [REDACTED], HKEA shall be deemed to have transferred custody of the [REDACTED] exams and related materials to [REDACTED].

Schedule C

Exam Administration

█ shall provide rosters to HKEA listing eligible candidates and their test identification numbers prior to the June 2002 █ Exams test date. █ shall issue admission tickets to eligible candidates prior to the test date. HKEA and its testing personnel understand that the admission ticket lists the candidate's name and identification number, the Level of █ Exam that the candidate will take, and the location of the test center and the test date schedule.

█ may request HKEA's assistance with procuring the test center for candidates testing in Hong Kong. In the event █ request HKEA's assistance with procuring a test center, █ shall give HKEA at least 6 months notice and supply HKEA with sufficient information to secure a venue. For this service, █ agrees to pay HKEA an additional amount as agreed to by both parties. HKEA will coordinate arrangements for the layout of the test center with █ in advance of the test date. HKEA shall coordinate with the site provider for the posting of signage in all areas of the test center and test room on the test date to facilitate check-in procedures.

On-site testing staff shall administer the █ Exams in accordance with █ policies and procedures as described in the 2002 Supervisor and Proctor Procedures Manuals. These policies and procedures shall be thoroughly reviewed with all staff during the training workshops. The Exam Supervisor shall prepare an alphabetical roster of all on-site staff and their assignments and provide █ with the roster at the conclusion of the exam. Testing personnel shall submit a Violation Report, if necessary to report any irregular candidate behavior.

At the conclusion of the afternoon testing session, HKEA Exam Supervisor shall complete a final inventory of test materials and arrange them in shipping cartons to meet █'s packing instructions as specified in the 2002 Supervisor Procedures Manual. As previously arranged, the Exam Supervisor will transfer the █ exams and related materials to a locked and secure location until pickup has been made by the logistics firm retained by █. Upon surrender of the shipping cartons to the designated representative of the logistics firm retained by █, HKEA shall be deemed to have transferred custody of the █ exams and related materials to █.