

General Conditions of Contract

1 Definitions

In this Agreement, the following terms shall have the meaning set forth below:

- (a) The “Contract” means the Contract Documents set forth in Section 2 below executed by both parties and other documents attached thereto.
- (b) The “Project” means the project stated in the front page of this Agreement for which the Consultant Services are to be provided.
- (c) The “Contract Price” means the price specified in the front page of this Agreement.
- (d) The “Consultant Services” means, where applicable, major or ancillary services including research, feasibility study, etc. related with the project conducted by the Employer, to be provided by the Consultant to perform this Agreement, but excludes construction management services and consultant services with equipment.
- (e) The “day” means calendar day, while the expiry date shall be extended to the following business day in case it falls on a Saturday, Sunday or a holiday.
- (f) The “Project Site” means, where applicable, the place or places named in the front page of this Agreement.
- (g) The “Contract Period” means the period designated in consideration of the extendibility of the Project owing to the circumstances related with the Host Country and other reasons than the Consultant's fault, and specified in the front page of this Agreement.
- (h) The “Consulting Period” means the period of time when the Consultant has completed the Consultant Services in accordance with this Agreement, thereby fully performing the provisions of this Agreement, and specified in the front page of this Agreement.
- (i) “Force Majeure” means storms, floods, earthquakes, war, riot, civil insurrection, fires, epidemic, quarantine restrictions, freight embargoes, etc. which are beyond the reasonable expectation of the parties at the time of execution of the Agreement and currently still beyond reasonable control of the affected party, and could frustrate the purpose of the Agreement.
- (j) Other terms, unless otherwise provided in this General Conditions of Contract (GCC), are subject to the relevant KOICA regulations and implementing rules on procurement and contracting in respect of the Foreign Grant Assistance Program, KOICA regulation on accounting and the Instructions on the International Bidding for the Procurement of Consultant Services (hereinafter

referred to as "KOICA Regulations", "KOICA Rules", "Instructions", respectively).

2 Contract Documents

- 2.1 This Agreement shall consist of Contract Form, General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), and Instructions on International Bidding for the Procurement of Consultant Services, and other attachments including the Plan of Consultant Services, Technical Specifications, Breakdown of the Contract Price and the Proposal; in case of conflict among the Contract Documents, the governing priority shall be firstly special provisions then general provisions in nature.
- 2.2 Notices between the parties shall be deemed to be effective as a part of Contract Documents.

3 Language

All the Contract Documents shall be made either in Korean or in English; *provided, however*, that, should there be any discrepancy or difference between the Korean version and the English one, if any, the Korean version shall prevail.

4 Scope of Work

- 4.1 The scope of work to be performed by the Consultant shall be subject to the provisions of this Agreement, including the Plan of Consultant Services and Breakdown of the Contract Price attached hereto, as well as the Technical Specifications submitted at the time of bidding, and the priority shall be firstly the Agreement, then Plan of Consultant Services and Technical Specifications, as stated in Section 4.2.
- 4.2 The scope of work shall be, but not limited to, the Employer's project-related research and survey including such other works as reasonably demanded by the Employer in accordance with the Contract Documents.

5 Contract Deposit, etc.

- 5.1 The Contractor shall furnish to the Employer i) the Contract Deposit in the amount of no less than 15 percent of the Contract Price to ensure the conclusion of Contract, and ii) the Maintenance Security in the amount of no less than three (3) percent of the Contract Price to ensure the maintenance and repair of the equipment, respectively, in a manner as required by the Employer in the form and substance
- 5.2 In case that the whole or part of Contract Deposit may be exempted pursuant to the Instructions on the International Bidding for the Procurement of Consultant

Services, the Consultant may cause the Contract Deposit to be replaced by the letter of undertaking to pay the Contract Deposit.

- 5.3 In case that the Contract Price is increased pursuant to GCC, the Consultant shall make additional payment of the Contract Deposit by the corresponding amount. In case of decrease of the Contract Price, the Consultant may request the refund of the Contract Deposit by the corresponding amount.
- 5.4 When the Consulting Period is extended, the Consultant shall submit the additional Contract Deposit based upon the extended Consulting Period.
- 5.5 The period of the Contract Deposit shall be from the Effective Date to no less than 60 days since the expiry of Consulting Period, and, in case of the Maintenance Security, from the completion of Consultant Services date to no less than 60 days since the expiry of the Period of Maintenance Liability as stated in Section 25.1 of GCC.
- 5.6 When the Employer is requested, with respect to the performance of the Consultant Services, to pay the advance payment (which refers to the payment in advance usually made) to the Supplier, the Supplier shall submit the Advance Payment Guarantee in a manner as required by the Purchaser in the form and substance.

6 Disposal of Contract Deposit

- 6.1 When the Consultant fails to perform the obligations hereunder without any justifiable ground, the Employer may revert to itself the proceeds of Contract Deposit and terminate this Agreement.
- 6.2 In case that the letter of undertaking to pay the Contract Deposit has been submitted pursuant to Section 5.2, and when the Employer requires the payment such cash amount upon the confiscation events, the Consultant shall immediately pay the Contract Deposit in cash.
- 6.3 The Contract Deposit furnished by the Consultant shall be returned to the Consultant without delay upon its request after this Agreement has been completely performed.

7 Implementation of Project Expenditure

- 7.1 The Consultant shall complete the project committed to it under this Agreement (hereinafter referred to as the "Project") within the time frame of the Consulting Period and the Contract Price, and make payment in the Korean currency of the Contract Price based upon the Plan of Consultant Services and Breakdown of the Contract Price attached hereto.
- 7.2 The Project expenditure shall be implemented within the scope of the total Contract Price, and the Consultant shall not demand the additional payment of expenses

hereof.

8 Modification of Project Plan

- 8.1 In case that any of the followings takes place after the conclusion of the Agreement, the Consultant shall immediately notify the Employer of the fact in writing:
- (a) The modification of the initial plan being necessary for the enhancement of the Project as a result of interim assessment of the Project;
 - (b) Specific political situation and social impediments occurring in the Republic of Korea and the Host Country; or
 - (c) Internal and external circumstances enough to affect the execution of the Project.
- 8.2 Upon receiving the notice stated in Section 8.1, if the Employer deems it necessary to modify the initial Project Plan after investigating such fact, the Employer may take necessary measures to modify the Project Plan including the extension or reduction of the period, or the suspension of the Project.
- 8.3 In case that the Employer deems it necessary to modify the Agreement based upon the investigation stated in Section 8.2, the Employer may take necessary measures subject to consultations with the Consultant.
- 8.4 In case that the Consultant intends to modify the Plan of Consultant Services, Breakdown of the Contract Price, etc. attached hereto pursuant to Section 8.1 and in unavoidable circumstances while executing the Project, the Consultant shall obtain the approval of the Employer with supporting evidential data and reasons thereof attached, and thereafter proceed to conduct as approved.
- 8.5 When the Consultant intends to modify the Plan of Consultant Services, Breakdown of the Contract Price, etc. stated in Section 8.4, the Consultant shall obtain the approval of the Employer within 15 days from the occurrence of such event of necessary modification.
- 8.6 In case of the extension of the Consulting Period or the modification of the Project Plan owing to the negligence or delay of reports imputable to the Consultant, the Consultant shall, without any increase of the Contract Price, modify the Plan of Consultant Services, extend the period to engage the necessary personnel in the Project, and execute the Project subject to the approval of the Employer.

9 Modification of Plan to Engage Personnel

- 9.1 The Consultant shall engage necessary personnel in the Project in accordance with the Plan of Consultant Services. In case that the Consultant intends to modify the plan to engage personnel in the Project, contained in the Plan of Consultant Services attached hereto, in unavoidable circumstances, the Consultant may request the Employer of modification of such plan with supporting evidential data and reasons

thereof attached. Thereafter the Employer may approve or reject the request after examination thereof.

- 9.2 The Consultant shall obtain the prior approval of the Employer until 10 days before the change of personnel, and exert its best efforts lest such change of personnel should affect the execution of the Project.
- 9.3 The Consultant shall not change the Project manager specified in the Plan of Consultant Services without the request or consent of the Employer during the Consulting Period.

10 Preservation of Project Expenditure Books

- 10.1 The Consultant shall preserve the separate ledgers and books recording the accounting information of the Project expenses, and settle the accounts by submitting them to the Employer for its confirmation.
- 10.2 When the Employer requests the perusal or submission of the ledgers and books in respect of the Project, the Consultant shall respond to it.

11 Saving of Project Expenses Recommended

The Consultant shall bear in mind that the Project expenditure has been implemented by virtue of the Government grant, and exert itself to save the Project expenses to the utmost and contribute to the increased substantial cooperation between both countries by executing the Project successfully and enhancing the expected effect thereof.

12 Settlement of Accounts of Project Expenditure

- 12.1 The settlement of accounts in respect of the Project expenses shall be conducted as follows:
- (a) Personnel expenses, including direct labor costs, various expenses and technical royalties, and travelling costs of the Consultant shall be settled in the Korean currency, based upon the actual number of personnel and period of time, and other direct expenses shall be paid on an actual basis within the limit of Project expenses; and
 - (b) The Employer shall confirm and settle the accounts for the expenses specified in Item i) above upon receiving the final Project report, and complete the settlement of accounts by paying the Project expenses after adding or deducting the remainder of such expenses, if any.
- 12.2 The settlement of accounts of the Project expenses by the Consultant shall be conducted as follows:
- (a) The foreign exchange rate at the time of the settlement of accounts is applied on

a quarterly basis;

- (b) The foreign exchange rate for quarterly settlement shall be the T/T offered rate quoted on the 15th day of each month by the bank with which the Employer trades; and
- (c) Other matters on the settlement of accounts shall apply the relevant rules and regulations of the Employer.

13 Liquidated Damages

13.1 If the Consultant fails to perform the obligations under the Agreement including the followings and delays the Project program, the Consultant shall, without prejudice to its other remedies under this Agreement, pay the amount in cash, as liquidated damages, a sum equivalent to the 0.125 percent of the Contract Price for a day of delay.

- (a) The Consultant fails to keep time for the submission of reports and reporting thereof as stated in Section 17;
- (b) The progress of the Project is behind schedule by more than three (3) months of the initial program contained in the Plan of Consultant Services attached hereto; and
- (c) The Consultant fails to complete the Project within the Consulting Period.

13.2 When the Employer deems that any of the followings has caused such delay, the corresponding days shall be excluded from the days of delay:

- (a) Force Majeure events;
- (b) Delay of commencement, or suspension, of the Project by the written request of the Employer; or
- (c) Other delay arising out of incidents not imputable to the Consultant.

13.3 The Consultant shall, if any of the events stated in Section 13.2 takes place, notify the Employer immediately of the occurrence of such incident in writing for its approval. If the Consultant fails to notify of the occurrence of such incident stated in Section 13.2, the Employer shall levy the liquidated damages pursuant to Section 13.1.

14 Force Majeure

14.1 The damages and losses caused by Force Majeure shall not be deemed imputable to the Consultant.

14.2 When the damages and losses caused by Force Majeure, the Consultant shall without delay give notice to the Employer of such event.

15 Extension of Contract Period, etc.

15.1 The Contract Period shall be extended as follows:

- (a) The Consultant shall, without delay, request to the Employer in writing the extension of the Contract Period in case that inevitable circumstances of the Host Country or the Force Majeure events specified in Section 1(i) of GCC takes place during the initial Contract Period;
- (b) When the Employer is notified of the request for the extension of the Contract Period stated in Section 15.1(a), the Employer shall, as soon as possible, make investigation into such an event and take such necessary measures as the extension of the Contract Period, etc. to facilitate the performance of the Consultant Services;
- (c) When the Employer approves the extension of the Contract Period stated in Section 15.1(a), the liquidated damages set forth in Section 13 of GCC shall not be levied during such extended period; and
- (d) When the Contract Period is extended pursuant to Section 15.1(c) of GCC, the Contract Price shall not be adjusted accordingly.

15.2 The Consulting Period shall be extended as follows:

- (a) The Consultant shall, without delay from the occurrence of the circumstances, request to the Employer in writing the extension of the Consulting Period in case that circumstances imputable to the Consultant make it necessary to extend the initial Consulting Period;
- (b) When the Employer is notified of the request for the extension of the Consulting Period stated in Section 15.2(a), the Employer shall, as soon as possible, notify the Consultant whether the Employer approves the extension of the Consulting Period; and
- (c) When the Consulting Period is extended out of the reasons imputable to the Consultant, the Liquidated Damages stated in Section 13 of GCC shall be levied accordingly.

16 No Assignment and No Sub-contracting

16.1 The Consultant shall not grant collateral, nor assign its rights and obligations related with this Agreement for the benefit of a third party without prior written consent of the Employer.

16.2 The Consultant shall not make, for the purpose of performing this Agreement, a sub-contract or delegation to a third party, but, in unavoidable circumstances, it shall obtain prior written consent of the Employer; *provided, however*, that the same shall not apply to the matters confirmed by the Plan of Consultant Services.

17 Submission of Reports and Reporting Thereof

17.1 The Consultant shall submit the reports in respect of the Project as prescribed in the Plan of Consultant Services within the Consulting Period in the following manner:

- (a) Number of copies: three (3) copies each, in case of the final reports, five (5) copies each; and
- (b) Time of submission: as stated in the Plan of Consultant Services.

17.2 When submitting the reports as stated in Section 17.1, the Consultant shall provide CD-Roms separately with no specific justifiable ground.

17.3 Upon completing the Project, the Consultant shall hold an occasion of reporting thereon at the request of the Employer.

18 Examination of Reports

18.1 After examining the reports submitted by the Consultant, the Employer may request the Consultant to modify or supplement the reports if deemed necessary, and the Consultant shall immediately execute such request.

18.2 The expenses, necessary for the executing such request of the Employer, incurred by the Consultant shall be paid within the limit of the Project budget.

19 Demand for Correction

19.1 If the Employer deems the services performed by the Consultant faithless and unreliable, the Employer may demand the correction thereof, and the Consultant shall respect the opinion of the Employer and take necessary corrective measures immediately.

19.2 If the Employer deems the Consultant's personnel careless and negligent, and influencing apparently the operations of the Employer in a negative way, the Employer may demand the change of such personnel. The Consultant shall follow such demand if not in an un avoidable circumstances, and be careful lest such change of the personnel should affect the performance of services.

19.3 The Consultant shall have close cooperative relation with the local office of KOICA or the Korean Embassy stationed to the Host Country or the adjacent country so as to facilitate the execution of the Project.

19.4 The Employer may, if necessary, delegate the whole or part of its authority to demand for correction to the local office of KOICA or the Korean Embassy stationed to the Host Country or the adjacent country. In such a case, the Consultant shall follow the demand for correction of the representative of the local office of KOICA or the Korean Embassy.

20 Decision Making on Major Issues and Notification Thereof

20.1 The Consultant shall not make decision alone in performing the Consultant Services in respect of important issues which have material impact on the schedule, cost, quality, etc. of the Consultant Services, and shall, without fail, report to the Employer in writing for necessary consultations.

20.2 The notice or notification on the important issues stated in Section 20.1 shall be in writing in principle.

21 Representations and Warranties

The Consultant, unless otherwise provided in the Special Conditions, hereby represents and warrants that:

- (a) It was duly established in the eligible country (hereinafter referred to as the "Located Country") in accordance with the relevant laws and regulations, and has full legal power to enter into and perform this Agreement and good capacity to do business;
- (b) It has obtained the official approval, consent and authorizations, if any, from the Located Country as well as the Host Country and other related countries, necessary to perform the Consultant Services to the Host Country;
- (c) It has conducted sincerely the procedural requirements including, but not limited to, the qualification test, Electronic Procurement System and duty of integrity as required by the Employer;
- (d) It has warranted the quality of the Consultant Services, and, in case of any defect therein, immediate provision of new services or refund as demanded by the Employer;
- (e) It has guaranteed the Contract Price is not higher than the regular price and the fair market value usually traded;
- (f) It will not pay the expenses to perform its obligations hereunder out of country, which are included in the Contract Price, and the Consultant shall not demand the additional payment of expenses hereof;
- (g) It shall waive its sovereign immunity, if applicable, even though it is a state-owned company of the Host Country.

22 Covenants

The Consultant, unless otherwise provided in the Special Conditions, hereby covenant to the Employer, to the extent that this Agreement applies, that:

- (a) It shall not employ any fraudulent and corrupt manner in performing the Consultant Services;
- (b) It shall not make any sub-contract in performing the Consultant Services with a

third party without prior written consent of the Employer;

- (c) It shall not assign its contractual status, rights and obligations to a third party without prior written consent of the Employer;
- (d) It shall pay taxes, duties, assessments and governmental charges upon it, its properties or taxable activities hereunder promptly when due; and
- (e) It shall report to the Employer immediately any event or incident that may significantly affect the performance hereof.

23 Events of Default and Damages

23.1 In the event that any representation, warranty or statement made by the Consultant hereunder proves to have been incorrect in any material aspect; the Consultant fails to perform or observe any covenant herein, or the duty of integrity and other requirements as called for by the Employer, it shall be deemed to constitute breach of contract.

23.2 The Consultant shall be liable to the Employer for any loss and actual damages to the Employer, caused by any of the events stated in Section 23.1; *provided, however*, that the Consultant shall also be liable to the Employer for special damages, only under special circumstances that it knew, or would have known, the breach of Contract.

24 Termination

24.1 The Employer may terminate this Agreement if any of the following cases takes place, and the Consultant shall submit the report on the settlement of accounts, the resultant Project report and other related materials to the Employer within one month from the termination date, and settle the accounts on an actual basis:

- (a) The national policy of the Korean government has been changed;
- (b) The policy of the Host Country has been altered to hinder the continued execution of the Project;
- (c) Force Majeure event has blocked the performance of Contract;
- (d) Other incidents not imputable to the Consultant have made the performance of Contract extremely difficult; or
- (e) Any significant change of business plan on the part of the Employer has necessitate the termination of this Agreement in whole or in part.

24.2 The Employer may terminate the whole or part of the Agreement when the attainment of the purpose of this Agreement is deemed impossible because of any of the following events imputable to the Consultant:

- (a) The Consultant fails to commence the Project past the scheduled date without

any justifiable ground;

- (b) The Consultant fails, or is unlikely, to complete the Project within the Consulting Period for the reason imputable to the Consultant;
- (c) The Consultant's personnel and employees would not follow the instructions of the Employer related with the Project without any justifiable ground, or dare to impede the operations of the Employer or commit corrupt practices;
- (d) The Consultant has assigned the contractual rights or obligations to a third party without the consent of the Employer;
- (e) The Consultant proves to be in breach of, or incapable to perform, this Agreement;
- (f) In case the liquidated damages set forth in Section 13 amount to the Contract Deposit to enable the termination of the Agreement, the timely execution of the Project is hardly expected even though the Contract Period is extended for a while;
- (g) The Consultant has committed illegal or fraudulent activities including bribery or fraud which impedes ordinary operation of Contract while performing this Agreement;
- (h) The Consultant fails to take necessary measures for more than 14 days for the correction of the insufficient Consultant Services which the Employer has demanded in writing;
- (i) The Consultant undergoes the revocation of license or registration, suspension of operation, etc. by the competent authorities; or
- (j) The Consultant is in breach of Contract, and, owing to such breach, is deemed impossible to attain the purpose of this Agreement.

24.3 When the Employer has terminated the Agreement pursuant to Sections 24.1 and 24.2 of GCC, the Employer shall immediately notify in writing the Consultant of such fact, and the Consultant shall stop performing the Agreement as of the date and on condition based upon such notification.

24.4 When the Agreement is terminated pursuant to Section 24.2, the Consultant shall, together with the confiscation of the Contract Deposit pursuant to Section 6 of GCC, return to the Employer the total amount including the Project expenses paid by the Employer until such termination and the statutory interest thereon.

24.5 In case that the Agreement has been terminated on account of the Employer's circumstances, the Employer shall pay the amount which the Consultant consumed to execute the Project; *provided, however*, that the labor cost shall be calculated by the number of days performed, and other expenses on the basis of evidence and vouchers.

25. Maintenance Guarantee

25.1 The Consultant shall be liable for the maintenance and repair of the Consultant Services with equipment for **two** years (hereinafter referred to as the "Period of Maintenance Liability"); *provided, however*, that, once the request of repair is submitted to the Consultant during such Period but the Period expires, the Consultant's liability shall cease to exist when the Employer confirms the requested repair is completed.

25.2 When the Employer requests the repair of the defective Consultant Services with equipment, the Consultant shall immediately repair the Consultant Services with equipment; *provided, however*, that, in case of its failure to repair at the time in need, the Consultant shall have, subject to the prior consent of the Employer, a third party capable of providing the same kind of Consultant Services with equipment repair the defective Consultant Services with equipment at its own expenses.

25.3 The Consultant shall deposit cash or bond to the Employer to guarantee the maintenance and repair of the Consultant Services with equipment set forth in Section 25.1 as the Maintenance Security specified in Section 5.1 of GCC.

25.4 When the Consultant would not respond to the End-User's request of repair without any justifiable ground during the Period of Maintenance Liability, the Maintenance Security shall belong to the Employer.

25.5 The Maintenance Security furnished by the Consultant shall be discharged, released or returned to the Consultant upon its request when the period set forth in Section 25.1 expires.

25.6 Any cost incurred for *ex post facto* management during the Period of Maintenance Liability shall be borne by the Consultant in whole.

26. Ex Post Facto Management, etc.

The Consultant shall perform *ex post facto* management services with best efforts upon the request of the Employer after the closing of the Project and the expiry of the Period of Maintenance Liability. The cost and expenses incurred for the after services shall be borne subject to the agreement between the Employer and the Consultant.

27 Notice, etc.

Any notice required or given under this Agreement shall be i) personally delivered; ii) transmitted by mail or courier service; iii) transmitted via the Electronic Procurement System of the Employer; or iv) transmitted by e-mail or telefax with confirmed receipt thereof, to the parties as follows, with the addressee elected and confirmed in writing each other:

28 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Korea.

29 Severability and No-Waiver

29.1 In case that any one or more of the provisions contained herein turns out invalid or cancelled, the remaining provisions hereof shall in no way be affected thereby.

29.2 No delay or omission by the Employer in exercising any of its rights hereunder shall operate or be construed as a waiver thereof, the rights and remedies set forth herein shall be cumulative in exercising them.

30 Insurance and Casualty Compensation

30.1 The Consultant shall make the probable accidents to human resources, put to work for the performance of this Agreement, insured at its cost.

30.2 The Consultant shall, prior to the dispatch of personnel, submit to the Employer a copy of insurance certificate issued on the occasion of insurance contract pursuant to Section 30.1.

30.3 The Consultant shall be totally liable for the illness, injury, death and other accidents of the Consultant, its agents and representatives, personnel and laborers in relation to this Agreement.

31 Fiduciary Duty

The Consultant shall exert itself as a fiduciary person with fidelity and sincerity to perform this Agreement, and handle its job promptly and correctly assuming a responsible and sincere attitude.

32 Intellectual Property Rights and Confidentiality

32.1 Unless otherwise agreed upon by both parties, the materials and reports which the Consultant submitted to the Employer (including Intellectual Property Right thereof) shall belong to the ownership of the Employer, and the Consultant shall not provide them to a third party nor use for other purposes without prior consent of the Employer. The same shall apply where this Agreement has been terminated pursuant to Section 24 of GCC.

32.2 The Consultant shall keep confidential the trade secret and know-how acquired in the course of performing this Agreement, and shall not provide them to a third party without prior consent of the Employer.

33 Intellectual Property Rights of Third Party

The Consultant shall not infringe upon the patent right, trademark, industrial design and other intellectual property rights of a third party in performing this Agreement, and shall indemnify and hold the Employer harmless against all third-party claims in any case that the dispute with respect to the intellectual property rights takes place.

34 Dispute Resolution

34.1 In case that any dispute occurs out of this Agreement, only if each party notifies the other party in writing of the dispute within seven (7) days from the day when it is aware of such occurrence, such notification shall be regarded as effective.

34.2 Any dispute arising out of this Agreement shall be, in principle, settled amicably in good faith by means of consultation between both parties.

34.3 If any agreement is seldom reached by both parties within 30 days from the occurrence of the dispute, such dispute and differences shall be settled, as elected by the Employer, either by the litigation before the Suwon District Court Seongnam Branch, or by the Korean Commercial Arbitration Board in Seoul, Korea in accordance with the Arbitration Rules of the Korean Commercial Arbitration Board and under the Korean laws. In the latter case, the arbitral award shall be final and binding upon both parties.

35 Miscellaneous

35.1 This Agreement shall become effective from the day when the representatives of both parties affix their signatures on this Agreement.

35.2 Other matters which have not been expressly set forth in this Agreement shall be determined subject to mutual consultations in accordance with the relevant laws and regulations, and commercial practices.