



GENERAL TERMS OF BUSINESS GROUP, MEETINGS & EVENTS

The Parties agree that these terms and conditions govern the Event Management Services provided to the Customer by ATPI Norway A/S ("ATPI").

1. DEFINITIONS

1.1 The following definitions and rules of interpretation apply in this General Agreement.

"**ATPI Fees**" means those fees due to ATPI for the provision of the Event Management Services as set out in the or Confirmation.

"**Charges**" means the Travel Service costs together with the ATPI Fees as set out in a Confirmation.

"**Customer**" means the client entity listed in the Confirmation.

"**End User License Agreement**" means the license terms applicable to the Licensed Products as set out here: <https://www.atpi.com/legal/eula/>.

"**Event Management Services**" means those services to be provided by ATPI to the Customer in relation to an event as specified in a Confirmation and outlined in Appendix 1.

"**Fee Schedule**" means a Customer specific price list (if applicable).

"**General Agreement**" means the Fee Schedule (if applicable), these terms and conditions, End User License Agreement (if applicable) and any Confirmation entered into between ATPI and Customer.

"**Intellectual Property Rights**" means any patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Licensed Products**" means those online booking or registration tools and other tools provided by ATPI to the Customer from time to time, as set out in a Confirmation.

"**Proposal**" means ATPI's outline to the Customer to provide the Event Management Services as made available to the Customer for acceptance via the Website.

"**Confirmation**" means the agreement for the provision of the Event Management Services by ATPI to the Customer in relation to a specific event agreed in accordance with clause 3.1.

"**Party**" or "**Parties**" shall mean ATPI and the Customer individually and/or collectively.

"**Travel Agreement**" means an agreement, in the form of an itinerary booking confirmation between the Customer and Travel Service Provider, pursuant to which the Travel Service Provider agrees, subject to the applicable terms and conditions of the Travel Agreement (whether expressly set out therein or incorporated by reference), to provide the Travel Services to the Customer.

"**Travel Service Provider**" means any provider of Travel Services from time to time with which the Customer concludes an agreement for the provision of Travel Services and which is responsible for the performance of these services, subject to its applicable terms and conditions.

"**Travel Services**" means transportation, accommodation, ticket provisions or other travel or event arrangements.

"**Website**" means the website that contains the Proposal.

1.2 The Appendixes form part of this General Agreement and shall have effect as if set out in full in the body of this General Agreement. Any reference to this General Agreement includes the Appendixes.

2. SERVICES

2.1 The Customer may procure any of the Event Management Services by agreeing a Confirmation with ATPI pursuant to clause 3.

2.2 ATPI shall provide the Event Management Services from the date specified in the relevant Confirmation.

2.3 This General Agreement shall remain in full force and effect unless and until terminated in accordance with clause 8 (Termination).

3. PROPOSAL AND CONFIRMATIONS

3.1 Event Management Services shall be agreed in the following manner:



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- (a) the Customer shall ask ATPI to provide any or all of the Event Management Services and provide ATPI with as much information as ATPI reasonably requests in order to prepare a Proposal for the Event Management Services requested;
 - (b) following receipt of the information requested from the Customer ATPI shall, as soon as reasonably practicable either:
 - (i) inform the Customer that it declines to provide the requested Event Management Services; or
 - (ii) provide the Customer with a Proposal.
 - (c) if ATPI provides the Customer with a Proposal pursuant to clause 3.1 (b)(ii) and the Customer wishes to proceed with the terms, the Customer shall accept the terms of the Proposal via the link in the Website and once accepted shall constitute the Confirmation.
- 3.2 Once a Confirmation has been accepted, no amendment shall be made to it except in accordance with clause 8 (Termination).
- 3.3 In the event of any conflict or inconsistency between these terms and conditions and a Confirmation, the Confirmation will take precedence.
- 3.4 The Customer acknowledges that where ATPI arranges Travel Services, it is acting as an intermediary and it will be the Customer that enters into the agreement with the actual provider of the Travel Services, whereby the terms and conditions of the Travel Service Provider shall apply and shall be accepted in advance by the Customer.
- 3.5 Once the Confirmation is executed, ATPI shall be authorised to conclude agreements with these Travel Service Providers for and on behalf of the Customer.

4. EVENT MANAGEMENT SERVICES

- 4.1 Where ATPI is responsible for payment to the Travel Service Provider of the costs of such Travel Services, such costs will be included within the Charges payable by the Customer to ATPI for the Event Management Services. Until such time as ATPI issues the executed Confirmation to the Customer, no contract has been formed between the Customer and the Travel Service Provider.
- 4.2 The Customer acknowledges that the Travel Service Provider shall not be obliged to fulfil an agreement if and to the extent that the offer or the written confirmation is based on an evident error or mistake.
- 4.3 The Customer acknowledges that ATPI may from time to time receive commissions and/or additional benefits from the Travel Service Providers and/or other intermediaries with which it works. Such commissions and/or additional benefits are for the sole benefit of ATPI and affiliated companies and nothing in this Agreement shall be construed as being an obligation to pass any such commissions and/or additional benefits to the Customer.
- 4.4 The Parties acknowledge and agree that the Event Management Services provided under this General Agreement are excluded from the provisions of the Norwegian Package Travel Act and the EU Package Directive 2015/2302 (or subsequent legislation) regarding package travel and linked travel arrangements.

5. ATPI RESPONSIBILITIES

- 5.1 ATPI shall ensure that:
- 5.1.1 it has the capacity, resources and experience to perform the Event Management Services in accordance with the applicable Confirmation;
 - 5.1.2 personnel performing the Event Management Services shall be properly qualified, skilled and experienced;
 - 5.1.3 it shall perform the Event Management Services with skill, care and diligence to a standard which would reasonably be expected from a person highly skilled and experienced in providing Event Management Services and carrying out obligations similar to those set out in the Confirmation;
 - 5.1.4 it is the responsibility of ATPI to ensure at all times that it has in place the correct operating licences and affiliations in order to perform the Event Management Services; and
 - 5.1.5 it shall, in its performance of this General Agreement and the Event Management Services hereunder, comply with all relevant statutes, bye-laws, regulations and other provisions having the force of law and all applicable rules and regulations regarding safety, security and conduct of persons at the location where the Event Management Services are to be carried out.
- 5.2 ATPI grants to the Customer a non-exclusive, non-transferable license to use the Licensed Products during the term of this General Agreement, subject to the terms of the specific End User License Agreement. This General



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Agreement includes the full and complete grant of rights by ATPI to the Customer. All rights not expressly granted are reserved.

6. CUSTOMER RESPONSIBILITIES

- 6.1 The Customer shall co-operate with ATPI in all matters relating to the Event Management Services.
- 6.2 The Customer shall promptly provide to ATPI all information held by the Customer which ATPI may reasonably require to enable it to perform the Event Management Services. In the event that the Customer becomes aware that it has supplied incorrect or insufficient information to ATPI, the Customer shall use reasonable endeavours promptly to notify ATPI and to remedy the situation, amongst other things by providing ATPI with corrected information.
- 6.3 For the avoidance of doubt, it is the responsibility of each Customer's travellers to ensure that they are in possession of a valid passport and/or visa and/or health requirements for their journey and participation of an event.
- 6.4 If ATPI's performance of its obligations under this General Agreement or any Confirmation is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, ATPI shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

7. TERMS OF PAYMENT

- 7.1 In consideration of the provision of Event Management Services the Customer shall pay ATPI the ATPI Fees.
- 7.2 Where ATPI has to pay Travel Service Providers before the Travel Services have been delivered, ATPI will charge the Customer in advance. Where payment is not received from the Customer, ATPI shall have no obligation to secure the services of such Travel Service Providers and shall have no liability to Customer for failing to do so. The exchange rate applicable to Travel Service costs due to Travel Service Providers shall be determined on a case by case basis at the time when payment is required.
- 7.3 ATPI shall submit details of invoices to the Customer in respect of all Event Management Services provided under a Confirmation.
- 7.4 Unless otherwise set out in a Confirmation, invoices will be paid by the Customer within seven (7) days of the date of the invoice. Payment will be remitted to ATPI in the same currency as invoiced. Time is of the essence for payment.
- 7.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay ATPI any sum due under this General Agreement or a Confirmation on the due date:
 - 7.5.1 ATPI shall have the right to charge the statutory commercial interest in accordance with the applicable law on the outstanding amount owed, from the time it is in default to the time of full payment; and
 - 7.5.2 ATPI may suspend all or part of the Event Management Services until payment has been made in full.
- 7.6 Should the Customer dispute or query an invoice submitted by ATPI, the Customer shall where reasonably possible notify ATPI within seven (7) days of receipt of invoice in writing stating the nature and the amount disputed.
- 7.7 The Parties shall endeavour to resolve any disputed amount within seven (7) days of notification of such dispute.
- 7.8 All sums payable to ATPI under this General Agreement or a Confirmation
 - 7.8.1 are exclusive of the applicable VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - 7.8.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7.9 ATPI is entitled to increase the ATPI Fees on 1 January in each year during the term of the General Agreement.
- 7.10 The increase shall be based on National CPI, Retail Price Index, Health Index, or such other wage price index which may apply in the country from which ATPI provides the Event Management Services.

8. TERMINATION

- 8.1 Either Party shall have the right to terminate this General Agreement or a Confirmation under this Agreement:
 - 8.1.1 Immediately if the other Party violates any contractual obligation and does not remedy the situation within fourteen (14) days of a written demand requiring the same or if the violation is not remediable by the



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affected or if further execution is or becomes inadmissible in whole or in part due to statutory or official regulations; or

- 8.1.2 Forthwith by notice in writing if the other Party shall become insolvent or shall have a receiver, liquidator, administrator, trustee manager or similar officer appointed or judicial factor appointed on the whole or any part of its assets or if it is unable to pay its debts when due or if any order shall be made of any resolution is part of a scheme of reconstruction or if anything analogous to be above shall occur
- 8.2 Either Party may terminate this General Agreement for convenience subject to providing two (2) months' prior written notice.
- 8.3 On termination of this General Agreement, howsoever arising, each Confirmation then in force at the date of such termination shall continue in full force and effect for the remainder of the term of such Confirmation, unless terminated earlier in accordance with the terms of such Confirmation. For the avoidance of doubt, once the General Agreement is terminated, no new Confirmations can be effected.
- 8.4 The termination of any individual Confirmation shall not affect any other Confirmation or this General Agreement.
- 8.5 On termination of this General Agreement or any individual Confirmation:
 - 8.5.1 each Party shall return all Confidential Information belonging to the other and destroy or permanently erase all copies of such Confidential Information in its possession save to the extent that such Party is required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body. The confidentiality obligations set forth in clause 11 shall survive any termination of this General Agreement;
 - 8.5.2 any and all licenses to use any Licensed Products shall terminate immediately; and
 - 8.5.3 the Customer shall immediately pay to the ATPI all of ATPI's outstanding unpaid invoices and interest and, in respect of the Event Management Services supplied or due under a Confirmation but for which no invoice has been submitted, ATPI may submit an invoice, which shall be payable immediately on receipt;
 - 8.5.4 the following clauses shall continue in force: clause 1, clause 10, clause 11, clause 14 and clause 16.
- 8.6 Termination of this General Agreement or a Confirmation shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the General Agreement or Confirmation which existed at or before the date of termination.

CHANGES OR CANCELLATION TO CONFIRMATIONS

- 8.7 If the Customer wishes to make changes to a concluded Confirmation, such change is subject to the terms and conditions of the Travel Agreement and the Customer agrees to pay the costs related to these changes, including payment to ATPI for implementing such changes.
- 8.8 If the Customer wishes to terminate the Confirmation in part or in whole, it must pay all related costs and any Charges due to ATPI shall remain due and payable, including any additional fees for executing the termination/cancellation. The Customer will also be liable to compensate ATPI for any third-party costs which ATPI may have already paid or is still required to pay on its behalf.
- 8.9 The Customer must provide written notice to ATPI of its intention to terminate (cancel) the Confirmation and in doing so it authorises ATPI to cancel any such Travel Agreements on its behalf.
- 8.10 In the event that any Travel Service Provider makes changes or cancels in whole or part of any Travel Agreement, ATPI will not be liable to the Customer for the ensuing loss or damage of the Customer. Notwithstanding this, ATPI will use reasonable commercial efforts to search for alternatives, if required by the Customer in relation to the changed or cancelled Travel Agreement, without liability to ATPI if it is unable to do so. Where additional Travel Services are booked, the Customer shall pay ATPI the applicable ATPI Fees.

9. DATA PROTECTION

- 9.1 ATPI agrees that it shall comply with applicable data protection laws and any revisions thereof (collectively referred to as "**Data Protection Legislation**") concerning the processing of personal data that the Customer provides to ATPI and will only use and process Personal Data (as defined in the Data Protection Legislation) for the purposes of performing the Services. ATPI agrees that it will not use Personal Data provided by the Customer for any other reason.



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- 9.2 Defined terms used in this clause 9 shall have the meaning ascribed to in the Data Protection Legislation.
- 9.3 ATPI agrees that it will at all times process Personal Data in full compliance with the rights of data subjects under Data Protection Legislation and will provide suitable mechanisms for data subjects to exercise their rights as determined in such Data Protection.
- 9.4 ATPI recognises the Customer as the Data Controller of the Personal Data, being the entity that has determined the purpose and means by which Personal Data is to be processed. ATPI is the Data Processor and is processing Personal Data on behalf of the Customer.
- 9.5 ATPI confirms that it will take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data provided by the Customer and against accidental loss or destruction of or damage to Personal Data and will only process such Personal Data in accordance with this General Agreement and in accordance with the Customer's instructions. For the avoidance of doubt, the Parties acknowledge that it may be necessary for ATPI to divulge certain Personal Data of passengers for whom travel arrangements are booked for the purposes of protecting aviation safety under the terms, amongst other legal requirements, of the Advanced Passenger Information System. ATPI may therefore have to transfer Personal Data outside Europe to be able to complete the passenger booking and the requirements of this General Agreement or applicable Confirmation.
- 9.6 The Customer warrants and represents that they shall comply in all respects with their obligations as Data Controller pursuant to Data Protection Legislation, including but not limited to having obtained the appropriate consents from the data subjects to provide ATPI with the Personal Data.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 In relation to the Event Management Services and the Licensed Products, ATPI and its licensors shall retain ownership of all Intellectual Property Rights.
- 10.2 ATPI:
 - 10.2.1 warrants that the receipt, use and onward supply of the Event Management Services and the Licensed Products in accordance with the terms of this General Agreement by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
 - 10.2.2 shall indemnify the Customer in full against all liabilities, costs, expenses, damages and losses (including reasonable professional costs and expenses) directly suffered or incurred by the Customer arising out of, or in connection with, the receipt, use or supply of the Event Management Services and the Licensed Products in accordance with the terms of this General Agreement.
- 10.3 If ATPI is required to indemnify the Customer under this clause 10, the Customer shall:
 - 10.3.1 notify ATPI in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 10.2.2 (**IPRs Claim**);
 - 10.3.2 allow ATPI, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that ATPI shall obtain the Customer's prior approval of any settlement terms, such approval not to be unreasonably withheld;
 - 10.3.3 provide ATPI with such reasonable assistance regarding the IPRs Claim as is required by the Supplier, subject to reimbursement by the Supplier of the Customer's costs so incurred; and
 - 10.3.4 not, without prior consultation with ATPI, make any admission relating to the IPRs Claim or attempt to settle it, provided that ATPI considers and defends any IPRs Claim diligently.

11. CONFIDENTIALITY

- 11.1 All non-public, confidential or proprietary information of a Party, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "Confidential Information"), disclosed by one Party to another, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Event Management Services is confidential, and shall not be disclosed or copied by such Party without the prior written consent of the other Party. Confidential Information does not include information that is: (i) in the public domain; (ii) known to the disclosing Party at the time of disclosure; or (iii) rightfully obtained by Party on a non-confidential basis from a third party.



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- 11.2 The Parties agree to use the Confidential Information only to make use of the Event Management Services.
- 11.3 Either Party shall be entitled to seek injunctive relief for any violation of this clause 11.

12. LIABILITY AND INDEMNITY

- 12.1 Nothing in this General Agreement or any Confirmation excludes or limits the liability of either Party in respect of:
 - 12.1.1 death or personal injury caused by its negligence;
 - 12.1.2 fraudulent misrepresentation; or
 - 12.1.3 liability which may not otherwise be limited or excluded under applicable law.
- 12.2 Subject to Clause 12.1:
 - 12.2.1 ATPI shall have no liability whether arising in contract, tort (including negligence) breach of statutory duty or otherwise, however arising, for any loss or damage to the extent caused by the failure of the Customer and/or any the Customer personnel to comply with the reasonable instructions of ATPI in respect of the Event Management Services to the extent such instructions are given with reasonable notice and are not otherwise inconsistent with any of the other terms and conditions of this General Agreement or a Confirmation;
 - 12.2.2 Neither Party shall be liable to the other for any loss of profits, loss of revenue, loss of business, depletion of goodwill, loss and/or corruption of data and/or similar losses or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses whether arising in contract, tort (including negligence) breach of statutory duty or however arising;
 - 12.2.3 ATPI's sole liability and the Customer's sole remedy in relation to any incorrect booking, shall be ATPI's re-performance of the Event Management Services in order to rectify errors made by ATPI, at no cost to the Customer; and
 - 12.2.4 The total aggregate liability of ATPI to the Customer under or in connection with this General Agreement or the applicable Confirmation (whether in contract, for negligence, breach of statutory duty or otherwise) for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the amount of the ATPI Fees paid by the Customer to ATPI in relation to the Event Management Services provided under the Confirmation giving rise to the claim.
- 12.3 ATPI acts as the intermediary in respect of all bookings for Travel Services it takes or makes on behalf of the Customer under a Confirmation. ATPI shall have no liability to the Customer for the acts or omissions, or the insolvency of any Travel Service Provider arising out of or in connection with any Travel Agreement entered into between a Travel Service Provider and a Customer. In respect of all Travel Services, the terms and conditions contained in (or incorporated by reference) the Travel Agreement shall apply.
- 12.4 Except as expressly set out in this General Agreement or a Confirmation, the Licensed Products are provided on an 'as is' and 'with all faults basis' and ATPI and its licensors expressly disclaim all other warranties of non-infringement, merchantability, satisfactory quality, accuracy and fitness for purpose. No oral or written advice or information provided by ATPI, its agents, employees of third party providers shall create a warranty and the Customer shall not be entitled to rely on any such advice or information. This disclaimer of warranties is an essential condition of the agreement.
- 12.5 The Customer agrees to indemnify, defend and hold harmless ATPI from and against any losses arising out of or relating to any Claims arising out of or relating to:
 - 12.5.1 any act, error, omission, negligence, or wilful misconduct of the Customer or the Customer's employees in the performance of this General Agreement or a Confirmation; and
 - 12.5.2 any actual or alleged infringement or violation of any ATPI or third party patent, trademark, copyright or other intellectual property or proprietary right relating to the Event Management Services or Licensed Products caused as a result of an act or omission by the Customer;ATPI reserves the right to control any such claim brought against ATPI. ATPI shall consult reasonably with the Customer concerning any material decisions in respect of such claims. The foregoing indemnification provision shall not reduce or affect other rights or obligations which would otherwise exist in favour of ATPI.
- 12.6 For the purposes of this clause 12, "Party" and "Customer" shall be construed as being the Parties or the applicable parties named in the Confirmation giving rise to the claim.



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13. INSURANCE

- 13.1 ATPI recommends the purchase by the Customer and any Traveller, at their own costs, of general travel insurance to cover trip cancellation or interruption, medical care and injuries, death, and loss of, or damage to, baggage.

14. COMPLIANCE

- 14.1 In performing its obligations under the Agreement, ATPI shall establish and maintain appropriate business standards, procedures, controls and shall including those to avoid any real or apparent impropriety or adverse impact on the interests of the Customer.
- 14.2 ATPI undertakes to comply with the terms of the Criminal Finances Act 2017, comply with all applicable laws regulations and sanctions relating to anti-slavery and human trafficking including but not limited to the Modern Slavery Act 2015, The Transparency Act 2022 and conducts its business in a manner that is consistent with all applicable laws and regulations.

15. MISCELLANEOUS

- 15.1 ATPI reserves the right to alter or amend these terms and conditions at any time by written notice to the Customer.
- 15.2 If any term or provision of the General Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the General Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 15.3 A person who is not a party to this General Agreement has no right to enforce any of its terms.
- 15.4 The Customer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of ATPI. Any purported assignment or delegation in violation of this clause is null and void. No assignment or delegation relieves the Customer of any of its obligations under the General Agreement.
- 15.5 The Agreement comprises the entire agreement between the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral in relation to the subject matter of the General Agreement.
- 15.6 In the event of a situation involving an event of force majeure, either Party will be entitled to terminate the General Agreement, or applicable Confirmation by means of a written notification to the other Party at any time. This does not relieve the Customers payment obligations under any Confirmation.

16. GOVERNING LAW AND JURISDICTION

- 16.1 All matters arising out of or relating to this General Agreement are governed by, and construed in accordance with the laws of Norway.
- The parties agree that any legal suit, action or proceeding arising out of or relating to the Agreement shall be instituted in the courts of Norway, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

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APPENDIX 1: Event Management Services

The Event Management Services includes but is not limited to the following:

Services

Client project meetings

Project meetings with client

Flights/trains/ferry

arrange flights, train or ferry tickets

Hotel accommodation

Arrange the hotel accommodation for guests and crew accommodations, meeting rooms

AV requirements

Arrange AV requirements

F & B

arrange food and beverage services

Tailored program

arrange social programs like excursions, entry tickets

Transfers

Arrange local transfers and or car rental

Communication

Concept and communication services

ATPI Halo

Sustainability program

ATPI Inspection and Onsite

Arrange ATPI Onsite project management

Arrange ATPI Site inspection

Finance

Budget management, financial reporting, payment to suppliers, and final settlement

Evaluation