

A/P Pedro J. Etchegaray Avallone

De: A/P Pedro J. Etchegaray Avallone [etchegaray@adinet.com.uy]
Enviado el: sábado, 16 de abril de 2005 13:51
Para: 'Peter Chen (peterchen@aiptek.com.tw)'
Asunto: Please, confirm me if you have received mi email dated April 13rd, 2005
Importancia: Alta
Carácter: Confidencial

Honorable Peter Chen:

Last Wednesday April 13rd, 2005, I sent you the email that hereinafter reiterate, with an attachment of 1.2 MB that was a folder . zip including all emails that I have exchanged with AIPTEK.

As in the past it has happened that the Mail Server of AIPTEK filters the packages of great size, and I have not received any answer or confirmation that the email arrived to destination, I will thank to you a lot that you confirms me if indeed you have received the email to which I make reference and its attachment or not.

It is very important for me to have your reception confirmation, for what I request that you e has the kindness of simply to answer me if you have received or not the referred email.

If you had not received the email, I will thank you that you indicates me, the right email address I can send it so that it arrives to you complete with the attachment.

Waiting their answer, I greets you

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De: A/P Pedro J. Etchegaray Avallone [mailto:etchegaray@adinet.com.uy]
Enviado el: miércoles, 13 de abril de 2005 15:23
Para: 'Peter Chen (peterchen@aiptek.com.tw)'
Asunto: U\$S 3.500 compensation demand for abusive and disloyal business practice from Aiptek against EAC
Importancia: Alta
Carácter: Confidencial

Montevideo, April 13rd, 2005

Honorable Peter Chen
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16/04/2005

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Website: www.aiptek.com.tw

Reference: U\$S 3.500 compensation demand for abusive and disloyal business practice from Aiptek against EAC

Honorable Mr. Peter Chen:

1) Introduction.

My name is Pedro J. Etchegaray. I am a businessman that works mainly in the area of the technology, and I manage several companies, being a representative in Uruguay of more than 40 U.S.A. first line companies.

July 30th, 2004, I was contacted by AIPTEK through Mr. Wayne Wang, because **TecnoPyme**, one of my companies, is the representative in Uruguay of GTCO Calcomp.

Later to this contact, August 25th, 2004, we continue the relationship with AIPTEK but now, through Mr. Vincent Luo who was interested in our knowledge to develop business and market in Latin America for AIPTEK, since one of our main activities, is the Business and Market Development consultancy.

I regret deeply to have bother your attention about the matter that next I will illustrate you.

However, it is my intention to make an effort in reaching a friendly agreement with AIPTEK before choosing another alternative option that allows me to be reimbursed by the disloyal and abusive business practice of which I and my organization were victims on the part of your company, through the rash attitude of Mr. Vincent' Luo, your Account Manager for Latin America.

The documents that I am attaching to the present, are material evidente more than eloquent about the in the form in that I was abused by Mr. Luo who after requiring on my behalf more and more information, until finally obtained a Preliminary Business Plan that demanded us a great effort.

After Mr. Luo received the requested work, he didn't not even have the gracefulness of responding neither one only of our emails answering about the content of the work, but rather also, the only answer that we obtained from him, almost later 70 days, was in an absolutely offensive tone toward us.

At the moment, we think that it exists a great probability that Mr. Vincent Luo, have presented our work as own, and with it, organized their commercial strategy for Latin America, without informing to their superiors the origin of the work, and making own other people's merits (ours).

As you will surely understand, and of the analysis of the documents it arises with absolute clarity, it reached in their moment, with which Mr. Luo gave us his view about on the presented work, and the possible commercial alternatives to make business together.

Initially, we established a term of 30 days to receive an answer, considering that this time was more than enough so that an organization as AIPTEK analyzed our Business Prleiminary Plan.

After past due that term, we send a brief email to Mr. Luo, asking if there was some comment about our work, sent December 23rd, 2004.

70 days later we reiterate another email in the same tone, and finally March 2nd, 2005, I receive an answer from Mr. Luo, absolutely outside of context, and also threatening, but suspiciously, without offering us any opinion about the quality and the content of the work that we send him almost 70 days before.

The content of the received answer made us meditate on the facts, and to try to understand what it happened, inferring three (3) different possibilities.

First possibility

The first possibility was to think well about the attitude of Mr. Luo, and that its nuisance could only be justified if he had not received all our previous emails, and maybe it had generated it a confusion.

Assisting this possibility, we made again another effort more, and dated March 23rd, 2005, made him arrive again to Mr. Luo, an extensive email, where wecompile the whole realized exchange of emails and we give Mr. Luo the possibility to clarify the situation as well as to answer us on the content of our work, on the one which to 90 passed days, he never sent us (not even today) any answer.

Later on, March 28th, 2005, I reiterated him again the same email (First reiteration) and for last time the past April 5th, 2005, one week later.

As we are people of one only word, and as in Uruguay we have a proverb that says that "who warns he is not a traitor", and before the lack of answer of Mr. Luo, we begin with this first action: to warn to the CEO of the company what is happening. That is the meaning of this communication.

Second possibility

The second possibility, would be that Mr. Vincent Luo, abusing of our kindness, he generated deliberately

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expectations of materializing a business relationship between AIPTEK and us, simply to obtain more and more information in own benefit, until finally he obtained our Preliminary Business Plan.

It is also in this point very possible that this document has constituted the base of its business planning 2005 for Latin America, making merits inside AIPTEK for this apparent effort that doesn't correspond him, and that he obtained making use of one of the well-known older and more disloyal business practices.

If this was the case, we think that when AIPTEK having knowledge of this immodest action, AIPTEK should assume the responsibility for working of a manager of the international area, as well as the job costing that was commended us, and therefore, to consent to our our demand without more requirement.

Third possibility

The third possibility (that refuse to believe), it is to think that Mr. Luo simply acts according to a corporate outline of obtaining of information of the company AIPTEK that foments this type of activities.

Regrettably, the only form of confirming this, is to put in knowledge this matter to the maximum authority of AIPTEK (you), and inform you about what is happened, and waiting the corresponding answer to evaluate the situation before continuing ahead.

Personally, I didn't go a long time ago this way by a situation, and I hope all this is properly clarified at corporate level, without necessity of appealing to other roads.

I am in knowledge that to be the CEO of a great corporation like AIPTEK should not leave a lot of time for these particulars, but I hope that you or one of your collaborators can revise carefully the material that I attach and to give you summary of this situation so that you decide if our reclamation should be assisted in this friendly road, or not.

It is our interest, to leave the clearing once again that this situation was not caused by us, but rather we are the victims of an abuse on the part of AIPTEK in our good faith, and also offended.

2) Our reclamation.

Whereas clause the records, the lapsed time and the dark way with Mr. Vincent Luo has been bad to us, we inform you for this way that is our intention to receive from AIPTEK the sum of **U\$S 3.500,00 (three thousand five hundred dollars U.S.A.)** by concept of elaboration of **the Preliminary Business Plan**, being that amount, the minimum sum of resources for us invested in satisfying Mr. Luo curiosity and that it also appears declared in the **page 18 of the work (Cost of this job)**

This figure is minimum, and it is not for anything representative of the hours that we have come losing in maintaining a relationship with AIPTEK, neither neither reflective the hours invested in writing the answer to Mr. Luo of March 23rd, neither neither the effort of gathering the information so that you make a right decision.

This figure simply allows us to recover part of the Money that we invest in a wrong business, partially induced and encouraged by Mr. Luo (on behalf of AIPTEK) in having reiterated opportunities.

When you read the enclosed documentation, you will understand that we made this effort whereas clause that we were speaking with a serious company that it manifested us in having reiterated opportunities their intention of making business and that it agreed with us in all the points on how to focus the business.

It is clear that if in this whole lapsed time (from December 23rd, 2004 until today April 13rd, 2005), AIPTEK and us, we had closed some negotiation, or at least received an in agreement answer to our effort, we would not be claiming this amount, but making business that it is our target.

It is very undoubtedly that anything of it happened it.

On the other hand, if all this has been a lamentable confusion, and AIPTEK is it really interested in working with us, then according to that indicated in our Preliminary Business Plan, (see page 19 - How to hire us?) we be being hired and would we be speaking about money by work and not about a compensation for commercial abuse. It is in you to make the right decision.

If the final decision is that we won't work together in the future, we wait a money chek to the order of **PEDRO J. ETCHEGARAY of U\$S 3.500,00 (three thousand five hundred dollars U.S.A.)** and with we will give it had concluded in this level all business among both companies.

If AIPTEK decides not fulfill this minimum obligation, we will be forced to claim a bigger amount, since we will begin to invest in lawyers and other advisers, for all the roads (legal, commercial and diplomats) that are within our scope.

These things will consume a lot of resources to both parts, and they will make worse the damage of which we have been victims.

3) Your answer

We reiterate that we have arrived to this situation, after a long road, and it is not our intention that as consequence of this problem, we should be faced in other scenarios.

However, you should understand that if we don't have left any other alternative we will continue ahead with this matter until AIPTEK reimburses us in agreement form with the additional efforts that we should make.

As we know that we are dialoguing with the high-level executive of AIPTEK, we will wait a term of 15 days for a satisfactory answer.

If past this term we don't receive news of AIPTEK, we will appeal to the roads that are available to claim this amount, more those that our diplomats, commercial and attorney-at-laws, indicate us that it corresponds to a repair of this type.

4) How to contact us?

Finally, if it was your interest to converse telephonically about this matter with us, we have put to your disposition our phones, and Videocinference addresses by Hotmail, Yahoo and Skype, and with a great pleasure, we could coordinate the hour to maintain a personal conversation although it implied for us an additional effort, as consequence of the difference of 11 hours with Taiwan (Montevideo GMT -3 - Taipei GMT +8)

5) Greetings

Hoping this situation created by AIPTEK can be solved friendly, as always it was our interest, we are attaching to the present, the entirety of the sent and received messages with AIPTEK, so that the Honorable Mr. Peter Chen can evaluate the situation in its entirety.

Regards

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A/P Pedro J. Etchegaray

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Enclosed: 32 documents ziped in one folder with all our exchange messages