

A/P Pedro J. Etchegaray Avallone

De: Attorneys At Law [attorneysatlaw@adinet.com.uy]
Enviado el: martes, 21 de junio de 2005 14:50
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'etchegaray@adinet.com.uy'; 'bordabehere@adinet.com.uy'
Asunto: RE: Claim of US\$10,350 by Etchegaray Associate Consultants("EAC") against Aiptek
Importancia: Alta
Datos adjuntos: Attorney at Law Report about trial EAC against AIPTEK.pdf

**Dear Mr. Shao-shu HUNG
PuHua & Associates**

We thank you so much your email that we have received today.

Regrettably, Mr. Etchegaray is not available yet. He is recovering from a surgery that he has suffered last June 13rd, 2005. Nevertheless it, this topic has already been very discussed with the company EAC and its partners.

With all our respect, we think that your opinion has not considered all facts neither the documents that we have evaluated, and of which it arises without any doubt that EAC was deceived by Aiptek several times along the relationship.

Really, we have already expressed our legal arguments in our legal report to EAC, a copy of the one, with all pleasure, we are attaching to you in this email toward you, for the case that you had not had opportunity to read it.

The original situation is very clear, and it doesn't require more comments, the documents are more than eloquent, for our eyes, and for those of any person that loses some minutes in analyzing them in its together.

After EAC claims to Aiptek, and Aiptek recognizes its error and it develops a negotiation, it is verified a new conflict situation and systematic nonfulfillment.

Indeed, there was a moment when EAC and Aiptek (represented in the opportunity by Honorable Mr. Ben Lee), they arrived to a principle of agreement. EAC fixed a term of validity and maintenance of this pre-commitment, which was communicated explicitly to Aiptek in having reiterated emails.

Once again, Aiptek neither answered neither it paid inside the terms fixed by EAC.

Newly after out the term settled down by EAC, Aiptek answers, ignoring the term fixed by EAC, and changing the conditions of the negotiation again outlined by Aiptek itself.

Then Aiptek, only recognizes the part of the pre-agreement that he finds beneficial (the figure of U\$S 3.000 three thousand dollars U.S.A.), ignoring those that are not it, as the term imposed by EAC to collect paid (that end Friday May 13rd, 2005) and adding then the execution of new conditions on behalf of EAC previous to the payment from Aiptek.

It is curious that until that moment, AIPTEK never before had at least aforementioned any additional condition. However, it is more than undoubtedly there was time more than enough before the term fixed by EAC expired, to converse about this point.

In our opinion, this it is a new dilatory maneuver and also an unequivocal sample of another unfair business practice from Aiptek that not even completes the agreements that itself proposes.

This new nonfulfillment was of such a transcendency inside EAC that our firm just was consulted formally when EAC didn't receive answer to the birdcalls of that payment.

Respectfully, and professionally speaking, we differ with your honorable opinion, and we reject on behalf of EAC the offer for you carried out, the one which at the present time doesn't cover neither the work originally realized for EAC (Preliminary Business Plan), neither our honoraria, neither the time that Etchegaray dedicated to solve frindly the situation, neither his accrued problem of health, neither neither the works that

at the present time one comes making technically to advance on the topic, and that they wait the return to the work of Mr. Etchegaray to be executed.

Respectfully once again, professionally speaking we think that there is a focus error in this matter.

Here, it is not in discussion the existence of a formal agreement.

In this matter they are in evidence the commercial behaviors and the deceit mechanisms that Aiptek used to obtain a work of professional consultancy in marketing for Latin America, that indeed was made as consequence of the insistent petition from Aiptek, the one which also Aiptek is interested evidently in using (if it is that it has no longer been part of the strategy and marketing forecast 2005) and for the one which at the moment doesn't want to pay the amount that EAC already takes amply invested in this painful matter.

In this matter it will discuss at all level, if the corporate commercial behavior that Aiptek has had towards a potential partner and supplier like EAC, to who made him develop a consultancy work with promises that Aiptek never completed never, and who insulted after not responding him for 90 days, being bothered when EAC asked for the results of the requested work, it is honorable or nr.

In this matter, it will discuss, not only the form in that Aiptek induced EAC so that it worked for Aiptek, but also the behavior not only of a person but already at corporate level to manage this matter.

Finally, it will demonstrate that at least in this case, Aiptek doesn't complete the agreements that it achieves, and it already renegotiates over it, taking advantage of its comparative bigger size in front of a small company in Latin America.

All these facts that we point out again, configure in International Commercial Rights, in our humble professional opinion, unfair business practices.

We already express it in our legal report (attached again), and we reiterate now that there are not doubts that AIPTEK has incurred in Unfair business practices that in this particular case, they are not only condemned at international level but rather they are also contemplated in several articles of the Unfair Trade Law of R.O.C., **that which increases more the crime.**

Your intervention in this matter like attorney-at-laws of AIPTEK indicates that this topic has already been treated corporately in the company, and that the highest levels executives in the same one are perfectly informed of the situation, as well as of our legal report.

According to that consulted with EAC, if at the moment it really exists interest from AIPTEK of solving this topic and immediate and friendly form, AIPTEK should observe and to complete the rules that were communicated them appropriately the past and that at the moment they are:

1) Aiptek sends to EAC, the letter with the conditions that it wants that EAC signs to authorize the intellectual use of the Preliminary Business Plan. If this conditions are reasonable (the writing will be carried out by Aiptek) and EAC accepts them, then you proceeds with the step 2.

2) Aiptek pays to EAC the sum of U\$S 10.350,00 (ten a thousand three hundred fifty dollars U.S.A.) by means of transfer of funds.

3) Once EAC has collected this money, EAC sends to AIPTEK the conformity of the referred collection, and by Courier the letter in the terms indicated in the point 1, properly signed.

4) When Aiptek receives the letter from EAC signed, and the copy of the receipt of money, Aiptek sends by courier to EAC also, a letter thanking the services rendered.

Estas condiciones son hasta el momento, las únicas que EAC acepta para alcanzar un acuerdo amistoso entre las partes.

In reference to the reclaimed amount of U\$S 10.350,00 (ten a thousand three hundred fifty dollars U.S.A.), we should indicate that it is a figure that as this matter advances and EAC should continue investing resources in the topic, it will also continue being upgraded (increasing).

Thanking your communication, and with the hope that maybe you can understand our optics in the topic and this way to achieve a quick friendly agreement between the parts previous to the time that Mr. Etchegaray come back to the work and the process continues as it was already established, I greets you with all our consideration and recognition

Kind regards
Attorneys At Law

Dr. J.P.Bengoa



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-----Mensaje original-----

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Asunto: Claim of US\$10,350 by Etchegaray Associate Consultants("EAC") against Aiptek

Dear Mr. Pedro J. Etchegaray,

We, Puhua & Associates, act on behalf of AIPTEK for the captioned matter.

Regarding the EAC's claim of US\$10,350 against Aiptek, please refer to our letter dated June 21, 2005 as attached, which is self-explanatory. Should you have any questions, please do not hesitate to contact us.

Best regards,

Shao-shu HUNG

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(See attached file: 律師函(AIPTEK-EAC)061405F.pdf)