



Purchase Order - Terms and Conditions for Services (For Indirect Procurement)

Purchaser OBJECTS in advance to the inclusion of any additional or different terms proposed by Supplier in his acceptance or acknowledgment of this Purchase Order (the "Order"). Unless expressly agreed upon by Purchaser in writing, the inclusion of such terms by the Supplier will be of no significance, such terms will not be terms and conditions or additional terms to this Order, and Purchaser's acceptance of Supplier's goods shall not be deemed as acceptance of such terms and conditions. Unless otherwise stated on the face of this Order, the following terms and conditions shall apply.

1. Definitions

- 1.1 "Purchaser" shall mean the Company issuing the Order.
- 1.2 "Supplier" shall mean the person, firm or company to whom the Order is issued.
- 1.3 The word "Services" include all Services covered by the Order.
- 1.4 "Purchase Order" shall mean Purchaser's Purchase Order, to which these terms and conditions shall apply.
- 1.5 "This Agreement" shall mean the agreement between Purchaser and Supplier consisting of the Order, these Terms and Conditions for Services (defined below) and any other relevant documents (or parts thereof) ("Other Relevant Contracts") executed by the Parties in writing.
- 1.6 "Terms and Conditions for Services" shall mean these Terms and Conditions for Services.

2. Services

- 2.1 Supplier agrees to provide Purchaser with, and Purchaser agrees to accept the services specified in the Order (the "Services"), in accordance with this Terms and Conditions for Services.
- 2.2 Supplier shall perform the Services in a professional manner and promptly correct, at no additional charge, any errors or deficiencies in the Services. Before each payment by Purchaser to Supplier, Purchaser or designated third parties shall evaluate the Services provided. The provision of Services shall be deemed to have been completed and accepted upon issuance by Purchaser or designated third parties of a notice confirming that it has received and reviewed the Services and the Services have been provided in accordance with the Parties' agreement. ("Confirmation Notice") Purchaser or designated third parties shall issue the Confirmation Notice (or a request for correction) within 10 business days of receiving all Services and documentation from Supplier to verify performance of the Services.



2.3 Supplier shall not alter or vary the scope and contents of Services, except as directed in writing by Purchaser. Purchaser shall have the right at any time during the term of this Agreement, by notice in writing, to direct Supplier to make changes in the following: (a) specifications, materials, data incorporated in this Agreement; (b) place of delivery of the Services; and (c) time of delivery of Services. If any such change causes an increase or decrease in the costs of or the time required for performance of this Agreement, an equitable adjustment, to be agreed to by the parties in writing shall be made in the price or delivery schedule, or both. If the parties cannot agree to such price or time adjustment within ten business days (or such other time as may be then agreeable to by both parties) of Supplier's receipt of Purchaser's request for a change, Purchaser may terminate this Agreement upon prior written notice to Supplier.

3. Pricing and Payments

3.1 Purchaser will pay Supplier the service fees (the "Service Fees") as the consideration for the Services provided by Supplier. The specific pricing and payment terms for the Service Fees are set out in more details in the Order.

3.2 Supplier shall provide Purchase with valid tax invoice pursuant to relevant applicable laws. If Purchase is not able to claim tax credit and/or benefits, incurs any costs or suffers any loss due to Supplier's failure to provide such tax invoice, Supplier shall compensate Purchaser for such costs and/or loss, and Purchaser shall have the right to deduct/set off such costs and/or loss from any payment Purchaser owes to Supplier, and/or recover such costs and/or loss as debt due from Supplier, and/or withhold the payment to Supplier until such valid tax invoice is received by Purchaser.

4. Representations and Warranties

4.1 The Parties hereby represent and warrant to each other that:

- (a) it is a company duly registered and validly existing under the laws of the jurisdiction where it is registered;
- (b) it is an independent legal entity capable of suing, being sued and entering into contractual relationship binding on itself with any other party;
- (c) it has taken all corporate actions and has obtained all government consents and approvals or third party consent, to the extent applicable, for its execution and performance of this Terms and Conditions for Services;
- (d) its performance of this Terms and Conditions for Services does not violate any applicable laws, its organizational document, or any agreement to which it is a



party; and

- (e) this Terms and Conditions for Services constitutes its legal, valid and binding obligations, enforceable against it in accordance with the terms and conditions hereunder.

5. Ownership of Work Products and Marks

- 5.1 All work products, including, without limitation, designs, artwork, software, brochures, manuals, products, procedures, drawings, notes, documents, information, materials, discoveries and inventions (collectively, the “**Work Products**”) made, conceived or developed by Supplier which result from or relate to the Services, shall be the sole property of Purchaser. Supplier hereby unconditionally and irrevocably transfers and assigns to Purchaser all right, title and interest in or to any Work Product by signing this Terms and Conditions for Services.
- 5.2 Supplier undertakes that the Work Products do not infringe, or constitute an infringement or misappropriation of, any third party’s intellectual property rights. If any third party claims any right or interest in any Work Product or brings any action against Purchaser on alleged infringement or misappropriation of third party intellectual property rights by the Work Products, Supplier shall indemnify, defend and hold Purchaser harmless against all such claims and actions.
- 5.3 Supplier is not licensed or otherwise authorized to use the trademarks, trade names and logos (collectively the “**Marks**”) of Purchaser, except where such Marks constitute an inseparable part of any Work Product in connection with the Services to be delivered by Supplier hereunder. The full and formal license of use of any Mark by Supplier, if any, shall be subject to separate license agreements to be entered into by and between the Parties.
- 5.4 At Purchaser’s reasonable request, Supplier shall provide all necessary assistance to Purchaser in Purchaser’s efforts to defend and protect its rights and interest in the Work Products or the Marks used in the Work Products.

6. Default and Indemnity

- 6.1 Except as otherwise provided herein, where one Party fails to perform its obligations hereunder, the other Party may by written notice to the defaulting Party to request the defaulting Party to perform its obligations or to provide proper remedies to effectively and promptly avoid or minimize the losses and damages, and to resume its performance of this Terms and Conditions for Services. In addition, the defaulting Party shall indemnify the Performing Party for all losses and damages incurred as a result of such default.
- 6.2 If both Parties breach this Terms and Conditions for Services, they shall determine the compensation payable to each other based on the severity of their breach respectively.

7. Confidentiality



- 7.1 The Parties recognize that, in furtherance of or incidental to their above-mentioned agreements, Purchaser or its affiliates (collectively, the “**Disclosing Group**”) may disclose to Supplier various forms of proprietary and confidential information or trade secrets which pertain to or are valuable to the Disclosing Group. For purposes of this Terms and Conditions for Services, such information or trade secrets (including any such information provided prior to the date of this Terms and Conditions for Services, collectively, “**Confidential Information**”) may include but shall not be limited to the following: information, regardless of the form in which it is transmitted, relating to past, present or future research, development or business plans, financial information, customer vendor or business partner information, intellectual property, operations or systems (including, without limitation, studies or reports, software, memoranda, drafts, drawings, designs, data, know-how and other information in either tangible or intangible form) of the Disclosing Group or a third party whose information is in the Disclosing Group’s possession under an obligation of confidentiality. All the information indicated above shall be deemed as Confidential Information, regardless whether or not it is identified or marked as confidential at or after the time of disclosure and whether written (in whatever format) or oral, together with any copies, reproductions or summaries thereof, in whatever format and however or by whomever made or compiled.
- 7.2 All Confidential Information shall remain the property of the member of the Disclosing Group that provided it. Supplier shall not use any Confidential Information of the Disclosing Group for any purpose other than providing the Services to Purchaser, and shall hold such Confidential Information in confidence and take all reasonable precautions to prevent its unauthorized disclosure to third parties, or to its employees not having a direct need for access for purposes of those discussions.
- 7.3 Upon termination or expiration of this Terms and Conditions for Services, Supplier shall, at the request of Purchaser, return or destroy any documents, information or software containing any of such Confidential Information, delete any such Confidential Information from any memory devices, and shall cease to use such Confidential Information. Supplier may only disclose the Confidential Information only to its respective employees, agents or professional consultants who need to have access to such information and shall cause them to observe the same confidentiality obligations hereunder.
- 7.4 This confidentiality clause shall not apply to the information which:
- (a) has already become known to the public prior or at the time of the disclosure;
 - (b) becomes available or known to the public after the disclosure not due to the fault of Supplier;
 - (c) is proved to be properly obtained by Supplier before the disclosure from a third party which is not subject to a duty of confidentiality with respect to such information; or
 - (d) is required to be disclosed by law, pursuant to a court order, by any securities exchange or by any governmental or regulatory body, provided, that Supplier shall



provide a draft of such disclosure to Purchaser and incorporate any modification reasonably requested by Purchaser to the extent permitted by law.

8. Force Majeure

- 8.1 If performance of this Terms and Conditions for Services is delayed or prevented by an Event of Force Majeure (as defined below), the Party affected by such Event of Force Majeure shall be excused from any liability hereunder. For the purposes of this Terms and Conditions for Services, an “**Event of Force Majeure**” shall mean any event that is unforeseeable, beyond the affected party's reasonable control, and cannot be prevented with reasonable care, which includes but is not limited to the acts of governments, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, epidemic or any other unforeseeable, unavoidable and insurmountable events. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party’s reasonable control.
- 8.2 The Supplier affected by an Event of Force Majeure who claims to be excused from its obligation to perform this Terms and Conditions for Services or any article herein shall notify the other Party within three (3) days after the occurrence of the Event of Force Majeure and shall take all necessary actions to minimize and mitigate the losses and damages and resume its performance of this Terms and Conditions for Services as soon as practicable.

9. Governing Law and Dispute Resolution

- 9.1 This Terms and Conditions for Services shall be governed by the laws of the country (and state or province, if applicable) where the Purchaser is incorporated and registered in all aspects, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice of law provisions that require application of any other law.
- 9.2 Any legal or equitable action or proceedings by Purchaser against Supplier arising out of, or in connection with, this Agreement may be brought by Purchaser in any court(s) having jurisdiction over Supplier or, at Purchaser’s option, in any court(s) having jurisdiction over Purchaser, in which event Supplier consents to such jurisdiction and venue, including service of process in accordance with applicable procedures; and any legal or equitable actions or proceedings by Supplier against Purchaser arising out of, or in connection with, this Agreement may be brought by Supplier only in the court(s) having jurisdiction over the Purchaser.
- 9.3 During the period when the dispute is being resolved, except for the matters being disputed, the Parties shall in all other respects continue to perform their obligations hereunder.

10. TERM AND TERMINATION

- 10.1 This Terms and Conditions for Services shall become effective when it is executed by



both Parties and shall remain valid for a term as set forth in the Order attached hereto unless earlier terminated pursuant to the terms hereof.

10.2 Upon the occurrence of any of the following events to a Party, the other Party may unilaterally terminate this Terms and Conditions for Services by a written notice to such Party with immediate effect:

(a) The Party fails to comply with any of the obligations, provisions and conditions hereof, and such failure is not cured within 30 days after it has received a written cure notice from the other Party; or

(b) The Party becomes insolvent or bankrupt, or is the subject of proceedings for liquidation or dissolution, or becomes unable to pay its debts as they become due or is dissolved in accordance with applicable law.

10.3 Purchaser may terminate this Order at any time for its convenience, in whole or in part, in which event, Purchaser's sole obligations shall be to reimburse Supplier for those Services actually provided and accepted by Purchaser up to the date of termination. In no event shall Purchaser be responsible for loss of anticipated profit and indirect loss nor shall reimbursement exceed the Order value.

10.4 The expiration or termination of this Terms and Conditions for Services for whatever reason shall not relieve either Party of its obligation to pay all amounts that have otherwise become due and payable to the other Party hereunder prior to such termination or expiration.

10.5 The provisions of Articles 6, 7 and this Article 10 shall survive any termination of this Terms and Conditions for Services.

11. Notices

11.1 Notices or other communications required to be given by either Party pursuant to this Terms and Conditions for Services shall be written in English and delivered in person or sent by an internationally recognized courier service or by facsimile to the address of the other Party set forth in the Order or to such other address as may from time to time be designated by the other Party through notification to such Party. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

(a) notices given by personal delivery shall be deemed effectively given on the date of personal delivery;

(b) notices sent by an internationally recognized courier service shall be deemed effectively given on the third day after the date deposited with such courier service; and

(b) notices given by facsimile shall be deemed effectively given on the first day on which banks are generally open for business in the PRC following the date of



transmission as indicated on the transmission confirmation slip of the document in question.

12. Anti-Bribery

12.1 Supplier acknowledges and agrees that:

- (i) it shall not violate applicable laws and regulations in performing its duties under this Agreement;
- (ii) it does not and shall not engage in any conduct that shall violate any applicable anti-bribery or anti-corruption laws or regulations of the countries where Supplier and Purchaser are incorporated or elsewhere;
- (iii) it (and its owners, officers, directors, employees and agents) shall not pay, offer, promise or authorise the payment of, either directly or indirectly, anything of value (including but not limited to cash or cash equivalents (such as stocks, gift cards, debit cards, travelers' cheques), gifts, entertainment, charitable donations or sponsorships, political donations or sponsorships, products, services, discounts, meals, travel, entertainment, favors, loans, loan guarantees, the use of property or equipment, job offers, transportation, and the payment of expenses or debts) to
 - (a) any government official or employee of any government;
 - (b) any official or employee of any department, agency, or instrumentality of a government;
 - (c) any employee of any corporation or entity owned or controlled by a government;
 - (d) any family member of such officials or employees;
 - (e) any political party, party official, or political candidate; or
 - (f) any other persons, owners, officers, directors, employees and agents of any corporation or entity; to improperly or illegally assist in obtaining or retaining business (including but not limited to any contracts, avoidance of duties or reduction of tariffs, reduction of taxes or to obtain money owed, or to obtain regulatory approval) or for the purpose of causing, soliciting or inducing the sale and purchase of Purchaser's products or services by any party;
- (iv) it has full knowledge of and will comply with Purchaser's Code of Conduct for Business Partners as set forth in Annex 1 attached hereto; and

12.2 Supplier shall indemnify and hold Purchaser harmless from any claim, demand, expense or cost arising from any breach of this anti-corruption provision.

12.3 Supplier shall permit Purchaser to conduct an audit or review of Supplier's financial books and records and business operations related to Supplier's business with Purchaser at such other times that Purchaser considers it necessary to confirm



compliance with this anti-corruption provision. Such audit may be conducted by representatives of Purchaser or, at the Purchaser's sole discretion, by a certified public accounting firm selected by the Purchaser. Supplier shall cooperate with any inquiries from the Purchaser's Ethics & Compliance Group.

12.4 A violation of this anti-corruption provision constitutes a material breach of this Agreement and Purchaser may terminate this Agreement immediately, with no opportunity to cure, in accordance with Article 10 of this Agreement.

13. MISCELLANEOUS

13.1 Severability. If any term or other provision of this Terms and Conditions for Services is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Terms and Conditions for Services shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Terms and Conditions for Services so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

13.2 Taxes. Each Party shall bear all taxes incurred by it in connection with its performance of this Terms and Conditions for Services pursuant to applicable tax law.

13.3 Waiver. No waiver of any provision of this Terms and Conditions for Services shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by any Party in exercising any right, power or remedy under this Terms and Conditions for Services shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by any Party of any breach by the other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

13.4 Assignment. Without the prior written consent of the other Party, neither Party may assign any of its rights or obligations hereunder to any party other than its affiliates.

13.5 Successors and Assigns. This Terms and Conditions for Services shall be binding upon and shall inure to the benefit of the Parties, their respective successors and permitted assigns.

13.6 Entire Agreement. This Terms and Conditions for Services constitutes the complete and only agreement between the Parties on the subject matter hereof and replaces all previous oral or written agreements, understandings and communications of the Parties in respect of the subject matter hereof.

13.7 Further Assurances. Each of the Parties agrees to expeditiously execute such



documents and perform such further acts as may be reasonably required or desirable to carry out or to perform the provisions and purposes of this Terms and Conditions for Services.

13.8 Amendment. This Terms and Conditions for Services may not be amended, modified or supplemented except by a written instrument executed by both Parties.

13.9 Counterparts. This Terms and Conditions for Services may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed one single instrument.

13.10 Languages (only applicable for non-China API countries). This Terms and Conditions for Services is made in English and any other language the parties may agree. In the case of any inconsistency between different language versions, the English version shall prevail.



Annex 1 Code of Conduct for Business Partners



Supplier_IR Business_Partner_Code_ENG.pdf