

## PURCHASE ORDER TERMS AND CONDITIONS

### 采购订单条款和条件

This purchase order and all attachments hereto or references contained herein (collectively, “**Order**”) is issued for the purpose of acquiring the goods or services described in such Order and, unless otherwise expressly stated in writing by Company (as defined below) in the Order, shall be governed by these Purchase Order Terms and Conditions with these Purchase Order Terms and Conditions hereby incorporated by reference in the Order. AMGEN BIOTECHNOLOGY CONSULTATION (SHANGHAI) CO., LTD, with an address of ROOM 5129, NO. 268 XI ZANG ZHONG ROAD, HUANGPU DISTRICT, SHANGHAI 200001 THE PEOPLE'S REPUBLIC OF CHINA (“**Company**” or “**Buyer**”) and [\_\_\_\_\_], with an address of [\_\_\_\_\_] (“**Provider**” or “**Seller**”) agree to be bound by the terms and conditions of this Order. This Order sets forth the entire understanding between the parties and supersedes all prior written or oral inquiries, proposals, agreements, negotiations or commitments pertaining to the subject matter of the goods or services unless specifically set forth in this Order. No amendments, modifications, substitutions, or supplements to this Order are binding unless in writing and signed by Company's designated representative. Unless expressly specified otherwise, Company is not obligated to purchase any amount of goods or services from Provider and is not obligated to purchase goods or services exclusively from Provider. The article and section headings contained in this Order are for reference purposes only and have no effect on the interpretation of this Order or its application. As used herein, “**Affiliates**” shall mean any firm, corporation or other entity, however organized, that, directly or indirectly, controls, is controlled by or is under common control with an entity. For purposes of this definition, “**control**” shall be defined as the ownership of fifty-percent (50%) or more of the voting securities or an interest in fifty-percent (50%) or more of the profits of such entity, or the possession, direct or indirect, of the power to cause the direction of the management and policies of such entity, whether through ownership of the voting securities of such entity, by contract or otherwise.

本采购订单和本采购订单的所有附件或引用（合称“**订单**”）是为了购买本订单描述的货物或服务的目的而出具的，并且，除非公司（定义见下文）在本订单中另有明确书面说明，本订单应当适用作为参考被包含在本订单中的采购订单条款和条件。安进生物技术咨询（上海）有限公司，地址为中国上海黄浦区西藏中路 268 号 5129 室，邮编 200001（“**公司**”或“**买方**”）与【\_\_\_\_\_】，地址为【\_\_\_\_\_】（“**提供方**”或“**卖方**”）同意接受本订单的条款和条件的约束。本订单规定了双方当事人之间的全部共识并取代所有之前的书面或口头的与货物或服务的事项有关的询价、提议、协议、谈判或承诺，除非该等询价、提议、协议、谈判或承诺明确规定在本订单中。本订单的修订、修改、替换或补充非以书面形式作出并经公司指定代表签字不产生约束力。除非另有明确规定，公司无义务从提供方处购买任何数量的货物或服务，亦无义务仅从提供方处购买货物或服务。本订单条款和章节的标题仅为参考目的，且并不会影响本订单的解释或适用。在本订单中使用的“**关联方**”是指直接或间接的控制或受控于一个实体或与该实体受到共同控制的，无论其组织形式如何的任何公司、企业或其他实体。为了该定义的目的，“**控制**”指拥有该等实体的 50%或以上的有投票权的股票或 50%或以上利润的权益，或直接或间接拥有引导该等实体管理和政策的权力，无论通过拥有该等实体有投票权的股票，合同或其他方式。

**1. PERFORMANCE.** Provider's performance hereunder must meet the Standard of Care (as defined below) and comply with Applicable Laws. Company has the right to stop Provider's activities occurring on Company's premises whenever conditions are observed which threaten the environment, people, project, real property, structures, or equipment. Provider shall bear the cost of any such stoppage and resultant standby time to the extent caused by Provider or its Representatives. For purposes of this Order, “**Representatives**” shall mean, with respect to a Party, such Party's directors, officers, employees, agents and any other persons or entities (excluding the other Party) who contribute to the performance of such Party's obligations under this Order and, with respect to Provider, shall include without limitation any and all subcontractors and such subcontractors' directors, officers, employees and agents. The presence of such conditions or a Provider's failure or refusal to correct the same within a reasonable time, as determined by Company, shall constitute a default under this Order and Company shall have the right to terminate this Order, in whole or in part, pursuant to the terms hereunder.

**履行。**本订单项下提供方的履行必须符合注意义务（定义见下文）并遵守适用法律。一旦发现提供方在公司场地上的活动对环境、人、项目、不动产、结构或设备构成威胁，公司有权停止其该等活动。提供方应当在提供方或其代表造成的范围内承担该等停止及导致的等待时间的费用。为了本订单的目的，“**代表**”应当指，就一方当事人而言，参与履行该方当事人在本订单项下的义务的该方当事人的董事、管理人员、雇员、代理和任何其他个人或实体（不包括对方当事人），就提供方而言，应当包括但不限于任何和所有的分包商和该等分包商的董事、管理人员、雇员和代理。该等情况的出现或提供方未能或拒绝在公司认为合理的时间内纠正该等情况的，构成本订单项下的违约，且公司应当有权根据本订单的条款整体或部分终止本订单。

**2. DELIVERY OF GOODS.** Provider must provide all goods in accordance with Applicable Laws (as defined below) and this Order. Unless otherwise specified, Provider must ship all goods FOB destination and include a packing slip, including the applicable Order number, on the outside of the container of each package shipped. If this Order is canceled in whole or in part because of Provider's default, Company may retain or return any goods received under this Order and without limiting Company's other remedies, Provider must reimburse Company for (i) all costs of shipping or storing any returned goods and (ii) any amount previously paid by Company for the returned goods.

**货物的交付。**提供方必须根据适用法律（定义见下文）和本订单提供所有的货物。除非另有规定，提供方必须根据 FOB 装运所有货物至目的地，并将包含适用的订单号码的装箱单附于每个装运的包裹的集装箱之外。如果本订单由于提供方过

错全部或部分被取消，公司可以保留或返还任何根据本订单接收的货物而不限制公司的任何其他救济，提供方必须支付公司(i)所有装运或储存任何返还的货物的费用，以及(ii)公司为了返还的货物而事先支付的任何费用。

**3. INSPECTION, TESTING AND QUALITY CONTROL.** Provider must have and maintain inspection and quality control systems appropriate for the supply of the goods and services. All inspection records and other documents required by this Order or Applicable Laws must be kept intact and made available to Company upon reasonable request for a period of at least five years after final delivery under this Order. Without the prior written consent of Company, Provider shall not insert into any goods or software any code which would have the effect of disabling or otherwise shutting down all or any portion of the goods. If any goods or software contains a disabling code, Provider shall not invoke such disabling code at any time without Company's prior written consent. Company may inspect or test the goods or services at all reasonable times or places prior to final acceptance and Provider shall provide access to or, as appropriate, samples of goods to support such. Company's inspection or testing, or lack thereof, shall not relieve Provider of its obligation to furnish conforming goods or services. Provider must make repairs or replacements arising from any test or inspection at its sole cost and expense within the lead-time for the goods or services.

**检验、测试和质量控制。**提供方必须拥有和维持与提供货物和服务相适应的检验和质量控制系统。所有本订单或适用法律要求的检验记录和其他文件必须在本订单项下的最终交付之后的至少五年内完整保存并基于合理要求而提供给公司。未经公司的事先书面同意，提供方不得向任何货物或软件植入任何拥有导致全部或部分货物不能使用或以其他方式关闭全部或部分货物的效果的代码。若任何货物或软件中包含上述代码，未经公司事先书面同意，提供方在任何时候不得运行该代码。公司可以在最终验收之前在所有合理的时间或地点检验或测试货物或服务，且提供方应当提供接触货物的途径，或在适当的情况下，提供货物的样品以支持该等检验或测试。公司的检验或测试，或未检验或未测试，均不应免除提供方提供符合条件的货物或服务的义务。提供方必须在货物或服务的订货到交货的前置期内进行由检验或测试中产生的修理或替换，并自行承担费用和开支。

**4. PERSONNEL/PROPERTY.** Provider's Representatives who are required to enter Company's premises or use Company's systems or property shall abide by Company's rules, policies, and restrictions and may be required to provide certain information and complete certain paperwork related thereto. Provider shall provide Company with safe and convenient access to Provider's premises at Company's reasonable request.

**人员/财产。**被要求进入公司场地或使用公司系统或财产的提供方的代表应当遵守公司的规则、政策和限制，并可能被要求提供特定的相关信息和完成特定的相关书面工作。提供方应当根据公司的合理要求，向公司提供安全和便捷的进入提供方场地的途径。

**5. CHANGES, DELAYS OR SUSPENSIONS.** Company may make changes in the scope or schedule of this Order by providing written notice to Provider at any time before completion of performance thereunder. If Provider believes that an adjustment to Provider's compensation or schedule is justified as a result of a Company-directed change, Provider must notify Company of such in writing within 10 calendar days of Company's notice of change. Any adjustment agreed to by the parties must be reflected in an amendment to this Order signed by Company and Provider. Provider must continue with performance of this Order while any request for adjustment is pending. Provider waives its rights to any adjustments not requested in accordance with this Order. Company may suspend all or any part of this Order by providing written notice to Provider. Provider's obligations to Company under this Order will remain in full force and effect despite the delay or suspension of this Order under this article. If Company suspends this Order, Provider shall be entitled to compensation in accordance with the terms of this Order up to the date of suspension; provided, however, Company's liability to Provider shall in no case exceed the compensation payable to Provider pursuant to this Order, as appropriately adjusted and without duplication of payment.

**变更、延迟或中止。**在本订单履行完成之前的任何时间，公司可以通过向提供方提供书面通知变更本订单的范围和日程。如果提供方认为公司指向的变更导致对提供方报酬或日程的调整是合理正当的，那么提供方必须在公司通知变更之后的 10 个公历日内将该等调整要求书面通知公司。双方当事人同意的任何调整必须反映在公司和提供方签署的对本订单的修订之中。在任何调整要求悬而未决时，提供方必须继续履行本订单。提供方放弃非根据本订单要求的任何调整的权利。公司可以书面通知提供方中止本订单中所有或任何部分。即使本订单根据本条而延迟或中止，提供方对公司的本订单项下的义务仍然继续完全有效和有执行力。如果公司中止本订单，提供方应当有权根据本订单的条款获得直到中止日的补偿；但前提是，公司对提供方的责任在任何情况下都不得超出根据本订单应当向提供方的支付的报酬，其经适当调整且并不存在重复支付。

**6. CONFIDENTIAL INFORMATION.** In connection with this Order, Company or its Affiliates or their respective Representatives may disclose to Provider, through observation or otherwise, Company Information (defined below). Provider: (i) may not disclose Company Information to third parties without prior written approval of Company; (ii) must restrict its use of Company Information to the intended purpose of this Order; and (iii) must limit dissemination of Company Information within its own organization to only those individuals who require disclosure for performance of their duties and who clearly understand the requirements of this article. To the extent third parties disclose Company Information to Provider in connection with this Order, the obligations set forth in this article (Confidential Information) shall apply to the same extent as if Company had disclosed such information directly to Provider. **"Company Information"** shall mean all information of or relating to Company or its Affiliates or their respective collaborators, licensees, joint ventures, contractors or Representatives, unless specifically identified by Company as non-confidential, regardless of how communicated or stored, including without limitation the following: confidential or proprietary information; trade secrets; data; drafts; documents; communications; plans; know-how; negative know-how; formulas; improvements; designs; estimates; calculations; test results; specimens (including

without limitation biological specimens); schematics; drawings; tracings; studies or research projects and biological specimens, original data, records, documentation, protocols and other such information and materials arising out of or in support of studies or research; specifications; surveys; facilities; photographs; documentation; software; equipment; processes; programs; reports; orders; maps; models; agreements; ideas; methods; discoveries; inventions; patents; concepts; research; development; business and financial information; and potential business opportunities between Company or its Affiliates, on the one hand, and Provider or its Affiliates, on the other hand. Provider must return to Company all of Company Information in tangible form, including without limitation all copies, translations, interpretations, derivative works and adaptations thereof, immediately upon request by Company. Neither Provider nor Provider's Representatives may use the Company Information for the benefit of any person or party other than Company, or in furtherance of any work, services or project other than the services or projects for which Provider is engaged pursuant to this Order. After the completion of performance of services for a project (or after the termination of this Order), Provider shall prohibit all persons other than Provider's legal department and any of its Representatives performing warranty work for Company from accessing the Company Information.

**保密信息。**与本订单相关的，公司或其关联方或它们各自的代表可能通过观察或其他方式，向提供方披露公司信息（“定义见下文”）。提供方：(i) 不得未经公司事先书面批准向第三方披露公司信息；(ii) 必须将其对公司信息的使用限制在本订单旨在的目的的范围内；且(iii) 必须将公司信息在其组织内的传播限制在为履行其职责而要求披露并明确理解本条要求的人员的范围内。在第三方向提供方披露与本订单相关的公司信息的范围内，本条（保密信息）规定的义务应当如同公司直接将该等信息提供给提供方一般，在相同的范围内适用。“**公司信息**”应当指所有公司或起关联方或它们各自的协作者、被许可人、合营、分包商或代表的，或与之相关的所有信息，不论如何传输或储存，包括但不限于以下：保密或专有信息；商业秘密；数据；草案；文件；讯息；计划；专有技术；反向专有技术；公式；改进；设计；评估；计算；测试结果；样本（包括但不限于生物样本）；图表；草图；描摹；研究或研究项目和生物样本，原始数据，记录，文档，条款和其他从研究中产生的该等信息和材料；规格；调研；设施；照片；文档；软件；设备；步骤；程序；报告；指令；地图；模型；协议；想法；方法；发现；发明；专利；概念；研究；开发；商业和财务信息；和公司或其关联方和提供方或其关联方之间潜在的商业机会，被公司明确定义为非保密信息的除外。提供方必须在公司要求之后，立即向公司返还所有有形形式的公司信息，包括但不限于所有该等信息的复本、翻译、释义、演绎和改编品。提供方和提供方的代表都不得为了公司以外的任何人或任何方的利益，或在推动任何提供方根据本订单而进行的服务或项目之外的工作、服务或项目的过程中使用公司的信息。在完成履行一项项目的服务后（或在本订单中止后），提供方应当禁止提供方的法律部门或其任何代表人之外的为公司提供保修工作的人接触公司信息。

The obligations set forth in this article shall not apply to any portion of Confidential Information which (i) is or later becomes generally available to the public by use, publication or the like, through no act or omission of the recipient hereunder of such, or (ii) the receiving party possessed prior to the Effective Date of this Order without being subject to an obligation to keep such confidential, or (iii) is independently developed by the receiving party without use or reference to the other party's information. In the event the receiving party becomes legally compelled to disclose any Confidential Information of the disclosing party, the receiving party shall immediately provide the disclosing party with notice thereof prior to any disclosure, shall use its best efforts to minimize the extent of disclosure, and shall cooperate with the other party should such other party seek to obtain a protective order or other appropriate remedy. The obligations of this article (i) with respect to Confidential Information that constitutes a “trade secret” (as defined by Applicable Law) will survive the termination of this Order for so long as such Confidential Information remains a trade secret under applicable law, and (ii) with respect to all other Confidential Information, will survive the termination of this Order for a period of five years from termination, or so long as required by applicable law.

本条规定的义务不应适用于以下保密信息的任何部分，(i) 通过使用、公布或诸如此类的方式而非本订单项下保密信息的接收方的作为或疏忽而使公众可获或者变得由公众可获的信息；(ii) 接收方于生效日前所取得的且不对该等保密信息负有保密义务的信息；或者(iii) 由接收方在未参考或使用对方保密信息的情况下独立开发的保密信息。若接收方因法律的强制要求而披露任何披露方的保密信息，接收方应当在任何披露之前立即书面通知披露方，应当尽最大努力最小化披露的范围，并应当在对方寻求保护令或其他适当的救济的情况下与该方合作。本条(i) 与构成“商业秘密”（由适用法律定义）的保密信息有关的义务，应当在本订单终止后继续有效，只要根据适用法律保密信息仍然为商业秘密，以及(ii) 与所有其他保密信息有关的义务，应当在本订单终止后的五年内或适用法律要求的期间内继续有效。

Provider acknowledges and agrees that Company shall have the right to disclose publicly, including via publication on Amgen's public website, the terms and conditions of this Order, including, without limitation, Provider's name and amount of payment.

提供方确认并同意，公司有权公开披露，包括通过在安进的公开网站上公开，本订单的条款和条件，包括但不限于提供方的名称和支付数额。

**7. OWNERSHIP.** Without limiting any other remedies available in law or equity, Provider agrees that anything resulting from the use of Company Information, including without limitation any and all intellectual property, is Work Product (as further defined below). Provider acknowledges and agrees that all right, title and interest in and to any Work Product, except for Provider Retained IP Rights (as defined below), shall be the sole property of Company whether the services to be performed are completed or not. Provider hereby assigns to Company all of Provider's right, title and interest in the Work Product excluding the Provider Retained IP Rights; provided, however, that if, and only to the extent, the rights to any Work Product are not assignable, or otherwise transferable, to Company by operation of laws of the People's Republic of China (“**China**” or the “**PRC**”, solely for the purpose of this Order, exclusive of Hong Kong Special Administrative Region, Macao Special

Administrative Region and Taiwan), then Provider hereby grants to Company a fully paid-up, royalty free irrevocable, exclusive, perpetual, worldwide license to make, have made, use, develop, modify, practice, reproduce, exploit, sell, offer to sell, commercialize, sublicense, export and import any Work Product, as well as any derivatives of Work Product under any patent applications and patents claiming Work Product, and agrees to effect and perfect such license agreements in compliance with all applicable laws in China. Provider shall ensure that, at no cost to Company, all of Provider's Representatives that contribute to any Work Product have agreed in advance in writing that all right, title and interest in such contributions is assigned to Company or Provider, and that they waive any droit moral or similar rights to object to modifications, adjustments or additions to their contributions. If any agreements with any of Provider's Representatives provide such rights to Provider rather than to Company, Company shall acquire all such rights in such Representatives' contributions by operation of this provision. Further, Provider shall enter into a legally enforceable waiver of pre-emption rights under Article 326 of PRC Contract Law with its employees or another agreement (by revising the labor contract or otherwise) to the effect that the employees shall confirm that he/she will not have any right or claim on any intellectual property right of the invention derived from his/her work on the job relating to Provider's performance under this Order, except for the reward he/she is entitled to claim from Provider pursuant to the applicable PRC patent laws. All Work Product and any reproductions thereof shall be surrendered to Company by Provider upon completion of the related portions of the services, or termination of this Order, whichever occurs first. All Work Product other than Provider Retained IP Rights may be used by Company without restriction and may not be used by Provider or its subsidiaries or its subcontractors, if any, without Company's prior written consent. All Provider Retained IP Rights shall remain the intellectual property of Provider; provided, however, that Provider hereby grants Company (and its successors and assigns) a perpetual, worldwide, non-terminable, fully paid-up, royalty-free license, with a right to sublicense, use, copy, modify and adapt such Provider Retained IP Rights for the intended purpose of this Order or as is necessary for Company (or its successors and assigns) to use or receive the benefit of the goods and services, including, without limitation, the deliverables provided under this Order. **“Work Product”** shall mean all tangible material, or its intangible equivalent in unwritten or oral form, created directly or indirectly in connection with or arising out of the services, Company Information (whether disclosed by or on behalf of Company), or any of Provider's obligations hereunder, including, without limitation, all patent, copyright, trademark, trade secret and other proprietary rights. Work Product may include without limitation all of the following, whether finished or unfinished: drafts, documents, writings, communications, plans, data, estimates, calculations, test results, specimens, schematics, drawings, tracings, studies, specifications, surveys, photographs, software programs, programs, reports, orders, maps, models, agreements and all derivative works thereof, ideas, concepts, discoveries, inventions, patents, know-how, negative know-how and improvements. **“Provider Retained IP Rights”** shall mean any Work Product which (i) is proprietary to Provider, (ii) has been clearly identified to Company in writing as proprietary to Provider and not to be property of Company, and (iii) was not designed or otherwise created for Company. Provider agrees to (i) execute any documents required by the Applicable Laws or reasonably requested by Company, (ii) conduct the technology export contract registrations or obtain export permits with competent authorities and (iii) make any other necessary effort to effect and perfect such assignment in compliance with all Applicable Laws in China including but not limited to Foreign Trade Law, Regulations on Import and Export Control of Technologies, and Patent Law.

**所有权。** 在不限制任何法律或衡平规则中可获得的任何其他救济的前提下, 提供方同意使用公司信息而产生的任何内容, 包括但不限于知识产权, 均为工作成果(定义见下文)。提供方确认并同意, 无论所提供的服务是否完成, 任何工作成果的所有权利、权属和利益, 除了提供方保留知识产权(定义见下文)外, 应当为公司的专有财产。提供方在此向公司转让所有提供方在工作成果(除了提供方保留知识产权)中的权利、权属和利益; 但前提是, 如果, 且仅在任何工作成果的权利根据中华人民共和国(“中国”, 仅为了本订单的目的, 不包括香港特别行政区、澳门特别行政区和台湾)法律的操作而不可转让或以其他方式让与给公司的情况下, 则提供方特此授予公司全部付清的, 免使用费的, 不可撤回的, 排他的, 永久的, 全球范围内的许可, 以制造, 让他人制造, 使用, 开发, 改变, 应用, 复制, 利用, 销售, 许诺销售, 商业化, 转许可, 出口和进口任何工作成果以及主张工作成果权利的专利申请和专利项下的任何工作成果的衍生品, 并同意根据中国适用法律使该等许可有效并完善。提供方应当保证, 在公司不承担费用的前提下, 所有致力于工作成果开发的提供方代表已经事先书面同意将其贡献中所有权利、权属和利益转让给公司或提供方, 且放弃所有反对对他们的贡献进行变更、调整或附加的精神权利或类似的权利。如果任何与提供方代表的协议规定该等权利归属于提供方而非公司, 公司应当通过本条的适用而获得该等代表的贡献中的所有该等权利。此外, 提供方应当与其雇员签订一份法律上可执行的对中国合同法第 326 条项下优先权的放弃的协议或其他协议(通过修改劳动合同或其他方式), 以达成促使雇员确认对于他/她在从事提供方履行本订单相关的工作中产生的发明的知识产权不拥有任何权利或主张, 他/她根据适用的中国专利法律有权从提供方处获得的奖励除外。所有工作成果和任何其复制件应当在完成服务的相关部分时, 或本订单终止时, 无论何者较早发生, 由提供方提供给公司。所有提供方保留知识产权之外的工作成果可由公司无限制的使用, 但不得在未经公司事先书面同意的情况下由提供方或其附属方或其分包商, 如有, 使用。所有提供方保留知识产权应当仍然为提供方的知识产权; 但前提是, 提供方在此授予公司(及其继受方和受让方)永久的, 全球范围内的, 非终止的, 全部付清的, 免许可费的许可, 授予其为了本订单的目的或在公司(或其继受方和受让方)使用或接受根据本订单提供的货物或服务的利益(包括但不限于交付物)而必要的情况下, 转许可, 使用, 复制, 更改和改编该等提供方保留知识产权的权利。**“工作成果”**应当指与服务、公司信息(无论由公司披露或代表公司披露)或本订单项下提供方义务相关的, 或由此产生的, 直接或间接创造的所有有形材料, 或以非书面或口头形式的无形等类物, 包括但不限于所有专利、版权、商标、商业秘密和其他财产权利。工作成果应当包括但不限于任何下列, 无论完成或未完成: 草案、文件、书文、讯息、计划、数据、评估、计算、测试结果、样本、图表、草图、描摹、研究、规格、调研、照片、软件、程序、报告、指令、地图、模型、协议及其所有衍生品、想法、概念、发现、发明、专利、专有技术、反向专有技术和改进。**“提供方保留知识产权”**应

当指任何符合下列条件的工作成果：(i) 专属于提供方，(ii) 由公司书面明确界定为专属于提供方而非为公司财产，并且(iii) 不是为了公司而设计或通过其他方式创造。提供方同意(i) 签署任何适用法律要求或公司合理要求的文件，(ii) 在相关政府本门进行技术出口合同登记或取得出口许可，并(iii) 做出任何其他必要的努力，以符合所有中国适用法律（包括但不限于对外贸易法、技术进出口管理条例和专利法）使该等转让有效和完善该等转让。

**8. COMPENSATION/INVOICES.** Provider shall invoice Company and Company shall pay Provider undisputed amounts in accordance with the terms of this Order or if no such terms are otherwise specified, 60 days after receipt from Provider of a correct invoice. The currency or currencies to be used for invoicing and payment of compensation shall be the currency or currencies as stated in this Order. Company may reasonably specify information that Provider shall include in invoices. Rates set forth in this Order are firm and fixed and all inclusive, except VAT and applicable sales taxes. VAT and applicable sales tax will be added to the prices, as applicable, and stated as a separate item on each invoice. Payment by Company does not constitute and shall not be construed as acceptance of the goods or services or an admission of liability. For invoices requesting reimbursement of out-of-pocket expenses previously approved by Company under this Order, Provider shall provide a tax-valid receipt (*fapiao*) with each such invoice.

**报酬/发票。** 提供方应当向公司提供发票，且公司应当根据本订单的条款，或者在没有特别规定该等条款的情况下，则在从提供方收得正确发票后的 60 天，向提供方支付没有争议的数额。用于发票和支付报酬的货币应当为本订单规定的货币。公司可以合理地指定提供方应当纳入发票的内容。本订单规定的费率是确定的、固定的和全包的，除了增值税和适用的销售税。增值税和适用的销售税应当在适用的情况下附加在价格之上，并作为单独的项目被列明在每一张发票中。公司的付款不构成且不应被解释为对货物或服务的接受或对责任的承认。提供方应当就每一笔要求报销的由公司事先同意的现款支出提供有效的税务凭证（发票）。

**9. RIGHT TO WITHHOLD PAYMENT/OFFSET.** Company may, in whole or in part, decline to approve any request for payment hereunder, withhold or offset against any payment due hereunder, or, due to subsequently discovered evidence or inspection, nullify any payment previously made to such extent as is reasonably necessary, in Company's good faith opinion, to protect Company from loss due to Provider's failure to meet its obligations hereunder without Company's waiver or limitation of any other rights or remedies.

**扣留付款/抵消的权利。** 公司可以，全部或部分，拒绝同意任何本订单项下付款的要求，扣留或抵消任何本订单项下的到期付款，或，基于后续发现的证据或检查，在合理必要的情况下，根据公司的善意观点，取消任何在该等范围内先前支付的款项，以保护公司免受因提供方未能满足本订单项下义务而遭受的损失，且不放弃或限制公司的任何其他权利或救济。

**10. RECORDS AND AUDITS.** Provider shall maintain complete and correct books and records relating to the performance of all of its obligations hereunder and all costs, liabilities and obligations incurred hereunder, including without limitation those relating to the Compensation. All records and accounts relating to financial matters must be in a format consistent with PRC Generally Accepted Accounting Practices. Such books and records shall be maintained for a minimum of seven (7) years following termination hereof or final payment under this Order, or such longer period as may be required by Applicable Law. Such books and records shall be made available to Company and Company's Representatives for copy, review, audit and other business purposes at such reasonable times and places during this period. Company's audit rights shall not include the right to audit the makeup of fixed price costs or fixed rates agreed upon by Company. Notwithstanding anything to the contrary contained herein, all costs associated with such maintenance shall be Provider's sole expense and shall not be payable or reimbursable by Company. Should Provider fail to maintain such books and records as required hereunder, Provider shall provide its good faith assistance and reimburse Company for its reasonable costs in recreating such books and records. In the event that any audit by Company reveals any overpayment by Company, then Provider shall repay to Company the overpaid amount upon Company's written demand therefor. Company's performance of an audit and Provider's repayment of any overpaid amounts shall not limit any of Company's rights and remedies with respect to such overpaid amounts or Provider's performance of its obligations under this Order, all of which rights and remedies are reserved by Company. Provider shall cause the provisions of this section to be incorporated in the provisions of each subcontractor agreement.

**记录和审计。** 提供方应就其在本订单项下的全部义务的履行以及所有在本订单项下产生的开支、负债以及义务保留完整准确的相关账簿和记录，包括但不限于与本订单项下取得报酬相关的账簿和记录。所有同财务事项有关的记录和账户均应采取与中国公认会计准则相一致的格式。该等账簿和记录应当保存至本订单终止或最终付款之日后至少七（7）年或者适用法律所要求的更长期限。在此期间内合理的时间和地点，公司及其代表有权为复制、审阅、审计和其他商业目的而获得该账簿和记录。公司的审计权利不应包括对公司同意的固定价格成本或固定利率构成的审计权利。尽管本订单包含了任何相反的规定，所有同该等保存有关的开支均应由提供方独自承担，而不应有公司支付或报销。如果提供方未能保存本订单规定的前述账簿或记录，提供方应在公司重新创建该等账簿和记录的过程中向其提供善意协助并补偿公司在这一过程中的合理开支。如果公司的审计发现任何公司多付的款项，则提供方应当根据公司的书面要求向公司返还该等多付的款项。公司执行审计和提供方返还任何多付的款项不应限制任何公司就该等多付的款项或提供方对其在本订单项下义务的履行而享有的权利和救济，该等权利和救济由公司保留。提供方应当将本条的规定加入到每一份分包商协议的规定中。

**11. TERMINATION FOR CONVENIENCE.** Company may, for any reason, terminate this Order by providing written notice to Provider specifying the effective date of termination and Provider shall comply with the terms of such notice. If Company terminates this Order which is for custom manufactured goods ("**Special Order**") within less than 30 calendar days before its specified delivery date, Company will reimburse Provider only for Provider's actual expenditures for the

Special Order, based on substantiating documentation provided by Provider; however, in no event shall Company be liable to Provider in excess of the compensation Provider could have been paid under this Order if the Special Order had not been so terminated. In the event of termination for convenience, Provider shall be entitled to compensation in accordance with the terms of this Order up to the date of termination which compensation shall include any reasonable expenses actually and necessarily incurred by Provider in terminating Company-approved subcontracts and demobilizing from Company's premises as a result of Company's termination for convenience; however, Company's liability to Provider shall in no case exceed the cost for the goods and/or services, as properly adjusted, reduced by the amount of payments otherwise made, without duplication of payment. Upon payment of compensation to which Provider is entitled hereunder, Company shall have no further obligations to Provider under this Order.

**任意终止。**公司可以，基于任何理由，通过向提供方提供书面通知说明终止的生效日期以终止本订单，且提供方应当遵守该等通知的条款。如果公司在规定的交付日期之前少于 30 个公历日内终止为了定制货物的本订单（“特殊订单”），公司将仅补偿提供方为了特殊订单的实际花费（根据提供方提供的证明文件）；然而，公司在任何情况下向提供方承担的责任均不超出在特殊订单并未终止的情况下提供方根据本订单所应被支付的报酬。在任意终止的情况下，提供方应当有权根据本订单的条款获得直到终止日的补偿，该等补偿应当包括因公司任意终止而导致的提供方终止公司同意的分包合同和从公司的场所撤回的过程中实际或必要发生的合理支出；但，公司对提供方承担的责任在任何情况下都不应超出经适当调整的，减去其他情况下支付的款项的，并且不重复支付的货物和/或服务的花费。一旦向提供方支付了其根据本订单有权获得的补偿，公司对提供方不再承担任何本订单项下进一步的义务。

**12. TERMINATION FOR CAUSE.** Company may terminate this Order, in whole or in part, for default by Provider in performance of its obligations hereunder. Any termination by Company will be without prejudice to any other rights or remedies Company may have and will be effective if Provider fails to cure the breach within 15 calendar days of Company's written demand, unless a longer period is agreed to by the parties. There shall be no cure period in the event of any of the following: (i) failure to comply with Applicable Laws, including Anti-Bribery and Corruption Laws; (ii) failure to comply with confidentiality or warranty obligations; (iii) Provider makes a general assignment for the benefit of its creditors; (iv) a petition in bankruptcy is filed by or against Provider; (v) failure to comply with or breach of representations and warranties set forth in the Gratuities section hereof; (vi) failure to comply with or breach of representations and warranties regarding debarment, disqualification or exclusion and U.S. Economic Sanctions, or (vii) a receiver is appointed due to Provider's insolvency.

**基于理由而终止。**公司可以基于提供方在履行其本订单项下的义务的过程中的违约而全部或部分终止本订单。公司的任何终止将不会妨碍公司可能拥有的任何其他权利或救济，且如果提供方未能在公司书面要求后 15 个公历日（除非双方当事人协商一致的更长的时间）内纠正违约，则该等公司的终止将生效。发生下列事件，应当没有纠正期间：(i) 未能遵守适用法律，包括反贿赂和腐败法律；(ii) 未能遵守保密或保证义务；(iii) 提供方为了其债权人利益而全盘转让；(iv) 提供方提出破产申请或是破产申请的被申请人；(v) 未能遵守或违反本订单的馈赠条款中规定的声明与保证；(vi) 未能遵守或违反关于禁止、丧失资格或排除以及美国经济制裁方面的声明与保证；或者(vii) 提供方由于清算而被指定管理人。

**13. PROVIDER'S RIGHT TO SUSPEND.** If Company fails to pay Provider undisputed amounts due and within the time frame provided for in this Order, then Provider shall have the right to suspend Provider's performance under this Order by 45 calendar days' prior written notice to Company of Provider's intent to suspend for nonpayment provided that (i) Provider delivers to Company at least 15 calendar days prior to the suspension date another notice conveying Provider's intent to suspend performance under this Order for nonpayment and (ii) Company does not pay Provider undisputed amounts owing Provider prior to the suspension date. Provider shall promptly resume performance upon Company's payment of undisputed amounts owing.

**提供方的中止权利。**如果公司未能在本订单中规定的时间内向提供方支付到期的没有争议的金额，则提供方应当有权通过 45 个公历日事先书面通知公司提供方因未付款而中止的意图以中止提供方本合同项下的履行，前提是(i) 提供方在中止前至少 15 个公历日向公司提供另一个通知，说明提供方基于未付款而中止履行的意图，并且(ii) 公司并未在中止日前向提供方支付拖欠提供方的没有争议的数额。在公司支付所欠没有争议的数额后，提供方应当及时恢复履行。

**14. PROVIDER'S RIGHT TO TERMINATE FOR SUSPENSION.** If Provider's performance under this Order is suspended for a period of 180 consecutive days (i) at the direction of Company, (ii) by order of any Court, or (iii) as a result of any act of a governmental authority, and provided that such suspension is through no fault of Provider or Provider's Representatives or any person or entity working directly or indirectly for Provider, Provider may, upon 15 calendar days' prior written notice to Company, terminate its performance under this Order.

**提供方基于中止而终止的权利。**如果提供方对于本订单的履行(i) 根据公司的指示，(ii) 基于法院的指令，或(iii) 作为政府机构的任何行为的结果，中止了连续 180 日，且该等中止并非基于提供方或提供方代表或直接或间接为提供方工作的个人或实体的过错，那么提供方可以，在 15 个公历日事先书面通知公司之后，终止其本订单项下的履行。

**15. COVENANTS.** Provider covenants that performance and goods and services provided hereunder will meet the Standard of Care and Applicable Laws. “Standard of Care” shall mean (i) meeting the professional standard of diligence, care, timeliness, trust, dependability, safety, oversight, efficiency, economy and skill exercised by members of Provider's profession in the China with expertise in providing comparable multinational pharmaceutical companies with first-class services or goods substantially similar in size, scope, cost and complexity to those to be provided hereunder and (ii) exercising such professional standard by appropriate action or inaction. “Applicable Laws” shall mean any country, federal, state, provincial, commonwealth, cantonal or local government law, statute, rule, requirement, code, regulation, permit, ordinance, authorization or similar such governmental requirement and interpretation and guidance documents of the

same by a governmental authority of China as applicable to Provider, this Order or the matters under this Order including without limitation Privacy Laws. “**Privacy Laws**” shall mean, as in effect from time to time, applicable data privacy laws of any jurisdiction including without limitation the national and local laws, regulations and rules regarding personal privacy and information security in the PRC specific to the handling of Personal Information (defined below) to the extent applicable to Provider or its Representatives or third-party service providers.

**承诺。**提供方承诺，根据本订单提供的履行和货物和服务将会符合注意标准和适用法律。“**审慎标准**”是指(i) 满足提供方在中国的专业人员的勤勉、审慎、及时、信任、可靠、安全、效率以及技能达到专业标准，该专业人员具有向与公司相当的跨国制药公司提供一流的，在规格、范围、成本及复杂性方面与本订单的货物或服务基本类似的货物或服务的经验；以及(ii) 通过适当的作为或不作为执行该等职业标准。“**适用法律**”是指任何由中国的政府机构发布的适用于提供方和本订单的国家、联邦、州、省、共同体、市或地方政府的法律、成文法、规则、要求、法典、法规、许可、条例、授权或类似的政府要求和解释以及指导性文件。“**隐私法**”指任何享有司法管辖权的地区适用的数据隐私法，包括但不限于有关个人隐私和信息安全的，在对提供方或其代表或第三方服务提供者可适用的范围内，规定个人信息（定义见下文）处理的，国家和地方的法律、法规和规定。

**16. WARRANTY.** Provider warrants that all goods, services, equipment or materials, or any portion thereof, prepared or provided pursuant to this Order and the performance of Provider's obligations, whether performed by Provider or any subcontractor at any tier, will (a) be free from material defects, errors and deficiencies; (b) comply with the requirements of this Order; (c) comply with all Applicable Laws; and (d) to the extent required hereunder, meet requirements of and be tested and certified by a nationally recognized testing laboratory prior to delivery and current Good Manufacturing Practices. “**Good Manufacturing Practices**” shall mean (i) the applicable regulatory requirements, as amended from time to time, for current good manufacturing practices, including without limitation those promulgated by (a) PRC congress, state council, China Food and Drug Administration and PRC National Health and Family Planning Commission under PRC Pharmaceutical Administration Law and its implementing regulations, the Pharmaceutical Production and Quality Practice or the Administrative Measures on Supervision of Pharmaceutical Production, (b) competent authorities of other jurisdiction as Company deems applicable and (c) any other applicable governmental authority; (ii) any applicable guidance documents published by a governmental authority; and (iii) current industry practice consistent and in accordance therewith. To the extent goods incorporate software, Provider warrants that such goods, and any parts thereof, shall be free from Viruses. For purposes of this article, “**Viruses**” shall mean (a) program code or programming instruction or set of instructions intentionally designed to disrupt, disable, harm, interfere with or otherwise adversely affect computer programs, data files or operations, or (b) other code typically designated to be a Trojan horse, worm, backdoor or other term customarily considered to be a virus. All warranties provided hereunder will inure to the benefit of Company and Company's successors and assigns. Without limiting the other provisions of this article, Provider shall assign to Company all warranties provided by subcontractors or other third parties who furnish goods and/or services in connection with Provider's performance hereunder. Provider shall perform its obligations in such manner so as to preserve any such third party warranties. Provider represents and warrants that neither Provider nor any of Provider's Representatives contributing to or in connection with performance hereunder is presently or has ever been: (i) disqualified or fails to maintain necessary licenses, permits or approvals to perform Provider's obligations and each Deliverable and provide any Goods or Services; or (ii) convicted of offense against Applicable Laws which may lead to such disqualification. Furthermore, Provider agrees not to employ or otherwise engage any individual or entity who has been debarred, disqualified, or excluded, as described above, and shall immediately notify Company upon Provider or Provider's Representative(s) becoming aware of any inquiry concerning, or the commencement of any proceeding or disqualification that is the subject of this section that involves Provider or Provider's Representative(s). Notice of or failure to provide such notice under this section shall constitute a breach hereunder for which Company may terminate this Order immediately for default notwithstanding any right of Provider to cure. Provider represents and warrants that neither Provider nor its Representatives are: (a) listed on the Office of Foreign Assets Control's (“OFAC”) “Specially Designated National and Blocked Person List” (“SDN List”) or otherwise subject to any sanction administered by OFAC (“**U.S. Economic Sanctions**”) and/or (b) owned, controlled by or acting on behalf of, directly or indirectly, any person, entity, or government listed on the SDN List or otherwise subject to any U.S. Economic Sanctions. Provider and its Representatives have not and will not engage directly or indirectly in any transaction on behalf of Company that could potentially violate applicable U.S. Economic Sanctions. Provider's breach of this representation and warranty shall constitute a material breach hereunder for which Company may, without prejudice to any other remedies available to Company hereunder or under Applicable Law, terminate this Order immediately for cause notwithstanding any right of Provider to cure.

**保证。**提供方保证，所有根据本订单准备和提供的货物、服务、设备和材料或其某一部分，以及提供方义务的履行，不论由提供方履行或由在任何层级的任何分包商履行，均(a) 不存在任何实质性的瑕疵、错误和缺陷；(b) 符合本订单的要求；(c) 符合所有适用法律；以及(d) 在本订单要求的范围内，在交付前符合国内认可的测试实验室的要求并经其测试和验证，并符合现行的药品生产质量管理规范。“**现行药品生产质量管理规范**”指(i)适用于现有的药品生产的法规要求及其不时的修订内容，包括但不限于(a)全国人大、人大委员会、中国食品药品监督管理局和中国国家卫生和计划生育委员会根据《中华人民共和国药品管理法》及其实施条例、《药品生产质量管理规范》和《药品生产监督管理办法》制定施行的法律规范，(b)公司认为适用的其他管辖区域权力机构发布的法规要求，以及(c)其他政府当局发布的法律规范；ii) 政府部门发布的任何适用的指导性文件；以及(iii) 符合上述标准并与上述标准一致的行业标准。若货物包含软件，则提供方应保证该等货物及其任何部分均没有病毒。“**病毒**”指(i)特意设计的程序代码、程序指令、指令组合以干扰、破坏、损害、干涉或以其他方式对电脑程序、数据档案或程序运行产生负面影响；或(ii)其他典型的木马程式、蠕虫、后门代码或其他传统意义上的病毒。所有根据本订单做出的保证

将为公司及继受方和受让方的利益而有效。在不限制本条其他规定的情况下，提供方应当将所有提供货物和/或服务的分包商或其他第三方的与提供方本订单项下履行有关的保证向公司转让。提供方应当以保持任何该等第三方保证的方式履行其义务。提供方声明和保证，无论是提供方还是任何致力于履行本订单或同本订单的履行有关的提供方代表现在或曾经均未：(i)无资格或未能保有必要的履行提供方在本订单项下的义务及各交付物、货物或服务的许可、允许或批准；或(ii)被宣判为违反了适用法律从而可能导致被取消资格。并且，提供方同意不雇佣或以其他方式聘任任何如前所述已经被禁止、失去资格或除名的个人或实体，在提供方或提供方代表获悉出现任何涉及提供方或提供方代表的针对本条款所规定的任何程序或资格取消的调查或启动的情况时，提供方应当立即通知公司。通知或未能根据本节规定提供该等通知都将构成对于本订单的违约，尽管提供方有权修正该等违约，但公司仍可依据该等违约立即终止本订单。提供方声明和保证，无论提供方或其代表均未：(a)被列入美国国外资产控制办公室(“OFAC”)“特别指定国家名单和被禁实体名单”(“SDN 名单”)，或是以其他方式受制于 OFAC 的监管制裁(“美国经济制裁”)，且/或(b)直接或间接被在 SDN 名单上的或者以其他方式受制于美国经济制裁的个人、实体或政府所有、控制，或以其名义活动。提供方及其代表并未且将不会直接或间接地代表公司从事任何可能违反适用的美国经济制裁的交易。提供方对于本项陈述与保证的违反应构成一项对于本订单的重大违反，公司可据此，在不损害公司根据本订单或适用法律而可获得的其他救济的前提下，立即有理由的终止本订单，尽管提供方有权修正该等违反。

Except as specifically set forth herein, any warranty corresponding to Provider's performance hereunder, or a portion thereof, including without limitation performance under its warranty obligations, shall continue for a period of the longer of (i) 18 months following completion of such performance and Company's written acceptance of such performance or (ii) for Provider's standard warranty period. Notwithstanding the foregoing, this term of warranties shall not limit the duration of any applicable third party warranties. If Company notifies Provider of any breach of warranty during the warranty period, Provider will, at Provider's cost, remedy the breach of warranty, or repair or replace the goods that fail to comply with Provider's warranty. This article sets forth the sole and exclusive warranties for goods provided hereunder. EXCEPT FOR THOSE WARRANTIES OF THIRD PARTIES ASSIGNED TO COMPANY PURSUANT TO THE ORDER, ANY EXPRESS WARRANTIES SET FORTH IN THIS ORDER, AND ANY EXPRESS WARRANTIES GENERALLY GIVEN BY PROVIDER WITH RESPECT TO THE APPLICABLE GOODS OR SERVICES, THE WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, OR ARISING FROM COURSE OF DEALING AND USAGE OF TRADE. Notwithstanding the foregoing, the parties acknowledge and agree that this article shall not limit any other remedies available to Company under this Order (including without limitation remedies for personal injury, property damage, death, violation of Applicable Laws or infringement).

除本订单明确该规定，任何与提供方本订单项下履行或该等履行的部分(包括但不限于其保证义务项下的履行)对应的保证应当在下列较长的时间内持续有效：(i)在该等履行完成且公司书面接受该等履行之后的 18 个月或(ii)提供方标准的保证期。尽管有上述规定，该保证期限不应限制任何适用的第三方保证期限。如果公司通知提供方存在任何保证期内保证的违反，提供方应当自行承担费用弥补保证的违反，或修理或更换不符合提供方保证的货物。本条规定了根据本订单提供的货物的唯一和排他的保证。除了根据本订单转让给公司的第三方的保证，任何本订单规定的明示的保证，以及提供方就适用的货物或服务所给予的整体的明示的保证，本条规定的保证代替任何类型的任何其他保证，无论法定，书面，口头，明示或暗示的保证，或从交易过程和商业惯例中产生的保证。尽管有上述规定，双方当事人确认和同意，本条不应限制公司根据本订单可获得的其他任何救济(包括但不限于对人身伤害、财产损失、死亡和违反适用法律或侵权的救济)。

**17. CONTRACTUAL RELATIONSHIP; EMPLOYMENT COMPLIANCE.** Provider is engaged as an independent contractor and not as an agent, employee, partner or joint employer of Company. Provider is an independent contractor with the right and discretion to control the performance of its obligations under this Order without the direct supervision or control of Company. Provider shall provide all that is necessary or required and provide that the staffing and working conditions are adequate to meet its obligations hereunder. Provider represents and warrants that it is an employer subject to, and shall comply with, all Applicable Laws and shall be responsible for withholding and payment of any and all payroll taxes, social insurance and housing funds contributions. Provider acknowledges and agrees that Company shall have no responsibility or liability for treating Provider's Representatives as employees of Company for any purpose. Neither Provider nor any of Provider's Representatives shall be eligible for coverage or to receive any benefit under any Company provided workers' compensation, employee plans or programs or employee compensation arrangement, including without limitation any and all medical and dental plans, bonus or incentive plans, retirement benefit plans, stock plans, disability benefit plans, life insurance and any and all other such plans or benefits. For any performance required under this Order, Provider agrees that this Order shall be performed in full compliance with all and any national and local Applicable Laws regarding labor and employment, including without limitation PRC Labor Law, PRC Labor Contract Law, Special Provisions on Labor Protection of Female Workers, PRC Social Insurance Law and Regulations on Management of Housing Provident Fund.

**合同关系；雇佣合规。**提供方作为独立缔约方订立本合同，其非为公司的代理、雇员、合伙或共同雇主。提供方作为独立缔约方，有权利和自主权控制其本订单项下义务的履行而不需公司的直接监督或控制。提供方应当提供所有必要和所需的条件，并保证职工安置和工作条件足够满足其本订单项下义务。提供方声明并保证其为受适用法律约束的雇主，应当遵守所有适用法律，并且其将负责代扣并支付所有工资税、社会保险以及住房公积金。提供方确认并同意，公司不承担任何的责任或义务出于任何目的将提供方的代表当作其雇员。无论是提供方抑或是其代表均无资格享受或获得任何由公司提供的员工报酬、员工计划或方案、员工报酬安排，包括但不限于任何和所有的医疗和牙科计划、奖金或激励计划、退休福利计划、股票计划、伤残福利计划、人身保险和其他任何和所有此类计划或福利。对本订单所要求的任何履行，提供方同意完全按照所有国家和地方有关劳动和雇佣的适用法律履行本订单，包括但不限于《中华人民共和国劳动法》、《中华人民共和国劳动合同法》、《女职



工劳动保护特别规定》、《中华人民共和国社会保险法》以及《住房公积金管理条例》。

**18. GRATUITIES.** Provider, on behalf of itself and its Representatives, represents and warrants that they have not and will not offer or give to Company or any of its Representatives gifts, entertainment, payments, loans or other gratuities in order to or that may influence the award of a contract or obtain favorable treatment under any agreement with Company or its Representatives.

**馈赠。**提供方，代其本身及其代表，声明并保证其从未并且将不会提供或给予公司或其任何代表礼物、娱乐、付款、借款或其他施惠以获取合同或者影响合同的订立，或者取得在和公司或其代表的合同项下的优惠待遇。

**19. ANTI-BRIBERY AND CORRUPTION LAWS.** Provider represents, warrants and covenants that Provider and its Representatives have abided by and will continue to abide by all applicable anti-bribery and corruption laws, including without limitation, the United States Foreign Corrupt Practices Act, 1977, the United Kingdom Bribery Act, 2010, the PRC Criminal Law, the PRC Anti-unfair Competition Law, the Interim Provisions on Prohibition of Commercial Bribery and any other applicable international, national or local laws, regulations, rules, or political party disciplines of a similar nature or having similar effect now existing or to be enacted in the future (collectively “**Anti-Bribery and Corruption Laws**”). Specifically, Provider and its Representatives will not directly or indirectly make, offer, or provide anything of value to anyone in exchange for an improper Company business advantage. With respect to proceeds, costs, and expenses related to Provider’s performance under this Order, Provider and its Representatives shall maintain normal business accounts which must be complete, accurate and in conformity with generally accepted accounting procedures which shall include a record of any proceeds or expenses within the subject matter of this Order. Provider and its Representatives must maintain such books and records for the term of this Order and ten (10) years thereafter. Company has the right, upon reasonable notice, to audit Provider and/or its Representatives’ financial books and records of proceeds and expenditures pursuant to this Order, or to engage at its own expense an independent certified public accountant to conduct such an audit on Company’s behalf. Provider shall, and shall cause its Representatives to, comply with all reasonable requests to make books and records and staff available to facilitate such an audit. Provider’s failure to comply with Anti-Bribery and Corruption Laws shall constitute a material breach hereunder for which Company may, without prejudice to any other remedies available to Company hereunder or under Applicable Law, terminate this Order immediately for cause notwithstanding any right of Provider to cure.

**反贿赂和腐败法律。**提供方声明、保证和承诺，提供方和其代表已遵守并将继续遵守所有反贿赂和腐败法律，包括但不限于《美国反海外腐败法(1977年)》、《英国反腐败法案(2010)》、《中华人民共和国刑法》、《中华人民共和国反不正当竞争法》、《关于禁止商业贿赂行为的暂行规定》以及其他现行有效或将要施行的具有类似性质和效力的可适用的国际、国家或地方法律、法规、规则和政党纪律规范（统称“**反贿赂和腐败法律**”）。特别地，提供方及其代表将不会直接或间接地制作、提议或提供任何有价值的东西给任何人以换取公司不正当的商业优势。就同提供方履行本订单有关的收益、开支和费用，提供方及其代表应当保有完整、准确、符合通用会计方法的一般商业账目，该账目应当包含所有与本订单标的相关的收益和支出的记录。提供方及其代表应当在本订单期间内及其后的十(10)年内保存前述账簿和记录。公司有权根据本订单，基于合理通知，对提供方和/或其代表收益和开支的财务账簿和记录进行审计，或者由其自费聘请一位独立的注册会计师代表提供方进行审计。提供方应当，并且应促成其代表遵循所有合理要求准备好账簿、记录以及员工以方便前述审计。提供方违反反贿赂和腐败法律将构成本订单的重大违反，公司可据此在不损害公司根据本订单或适用法律而可获得的其他救济的前提下，立即有理由终止本订单，尽管提供方有权修正该等违反。

**20. COMPANY REQUIREMENTS.** Provider acknowledges and agrees that Company Requirements (defined below) are applicable to Provider. Provider represents and warrants that its actions and inactions, as the case may be, and those of its Representatives shall be in compliance with the Company Requirements. “Company Requirements” shall mean without limitation (i) any of Company’s compliance, safety and security rules, programs and policies as applicable to Provider or Provider’s performance hereunder made available to Provider; (ii) Company’s Code of Conduct and those policies, codes, rules, standards, procedures and other governance documents of Company made available to Provider that are applicable to persons or entities conducting business with or for Company that set forth standards of conduct, including when engaging in interactions with certain representatives of governmental authorities or other third parties, each as may be revised by Company from time to time.

**公司要求。**提供方确认并同意公司要求（定义见下文）适用于提供方。提供方声明并保证其作为和不作为，视具体情况而定，以及其代表的作为与不作为应符合公司要求。“**公司要求**”是指不限于(i) 提供给提供方并适用于提供方或提供方在本订单项下的履行的任何公司的合规、安全和安保规则、方案和政策；(ii) 提供给提供方并适用于与公司有业务往来或者为公司经营业务的人员或实体的，包括当与特定政府部门人员或其他第三方进行联系时适用的，规定了行为标准的公司行为准则以及规定了行为标准的公司的政策、准则、标准、程序以及其他治理文件，以及上述各项不时的修订。

**21. GENERAL INDEMNIFICATION.** Provider shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Company and any parent, subsidiary or sibling entity of Company and their directors, officers, employees, agents, successors and assigns (“**Indemnified Parties**”) from and against any and all third-party suits, actions, legal or administrative proceedings, claims, liens, demands, damages, liabilities, losses, costs, fees, penalties, fines and expenses (including without limitation attorneys’ fees and expenses, and costs of investigation, litigation, settlement, and judgment) (“**Claims**”) arising out of the acts or omissions of Provider and Provider’s Representatives or anyone for whose acts they may be responsible including without limitation Claims arising out of or regarding (i) the actual or alleged breach of Provider’s representations, warranties or covenants contained herein; (ii) taxes including without limitation sales and use, import and export, value added, and business operating; (iii) employment-related issues including without limitation income tax

withholding, employment taxes, employee benefits, social insurance, housing fund, employer contributions, actual or alleged violation of employment-related Applicable Laws and the regulations and guidance issued thereunder including without limitation those regarding discrimination, harassment, retaliation, termination, and payment of overtime or wages; (iv) subcontractors', mechanics', suppliers' or other third party liens or claims for nonpayment to the extent Company has met its payment obligations to Provider hereunder; (v) Provider's use of non-union labor in a manner that is inconsistent with Company's labor posture at the jobsite where services will be performed; and (vi) to the extent arising from Provider's or its Representatives' negligence or willful misconduct, injury to or death of persons (including without limitation Provider's or its Representatives' employees) and damage to or destruction of property.

**一般补偿。**提供方应当在法律允许的最大限度内, 补偿、保护并使公司、公司的任何母实体、附属实体或兄弟实体、它们的董事、高级职员、雇员、代理、继受方和受让方 (“**获偿方**”) 免受提供方和提供方代表或提供方和提供方代表为其负责行为的人的行为或过失而引起的任何第三方官司、诉讼、法律或行政程序、诉请、留置权、请求、损害赔偿、责任、损失、花费、费用、处罚、罚款和花销 (包括但不限于律师费和支出和调查、诉讼、和解和判决的费用) (“**索赔请求**”) 的损害, 包括但不限于由下列问题引起的或与下列问题有关的索赔请求: (i) 提供方本订单项下的声明、保证或承诺的实际或涉嫌违反; (ii) 包括但不限于销售和使用的、进出口、增值和商业经营方面的税务; (iii) 雇佣相关问题, 包括但不限于所得税扣缴、雇佣关系的税务、雇员福利、社会保险、住房公积金、雇主缴纳部分、实际或被指称违反与雇佣相关的适用法律和根据适用法律发布的法规和指引, 包括但不限于有关歧视、骚扰、报复、终止合同和支付加班费或工资的规定; (iv) 公司已经满足本订单项下向提供方的支付义务的范围内, 分包商, 机械师、供应商或其他第三方的基于未支付的留置权或主张; (v) 提供方以不符合公司的劳动立场的方式, 在提供服务的场地使用非工会劳工; (vi) 在提供方或起代表疏忽或故意不法行为的范围内的人身伤亡 (包括但不限于提供方的雇员和提供方代表的雇员) 和财产的损坏或毁损。

**22. PROPRIETARY RIGHTS.** Provider shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Indemnified Parties from and against any and all Claims based upon an alleged or actual violation or infringement of any patent, copyright, trademark, trade secret or other proprietary right relating to the use, including without limitation sale, transfer or other disposition, of any deliverables (“**Infringement Claim**”). If any deliverables are the subject of an Infringement Claim, such use of any such deliverables is enjoined in connection with an Infringement Claim, or in Company's or Provider's opinion any deliverables are likely to become the subject of an Infringement Claim, then Provider, at its sole expense, must (i) procure for Company the right to continue such use of such deliverables at no additional cost to Company; (ii) modify such deliverables to render them non-infringing, but functionally equivalent subject to Company's acceptance of such modified deliverables in Company's sole discretion; (iii) substitute such deliverables with replacements that are non-infringing, but functionally equivalent subject to Company's acceptance of such substitute deliverable in its sole discretion; or (iv) if Provider, using commercially reasonable efforts, is unable to accomplish item (i), (ii) or (iii) above, refund to Company amounts actually paid by Company for such deliverables. Provider's indemnification obligations pursuant to this article shall not apply to Infringement Claims that are based upon (a) Company's use of the deliverables in combination with any products not developed, approved or intended by Provider if such infringement is solely caused by such combined use, (b) Company's failure to use non-infringing, updated versions of the deliverables provided by Provider without additional charge, provided that Provider has notified Company in writing that such failure would result in infringement and such updated versions do not require Company to incur additional, material expenses, (c) designs or specifications provided by Company, or (d) the unauthorized, material modification of the deliverables by Company.

**专有权利。**提供方应当, 在法律允许的最大范围内, 补偿、保护并使获偿方免受任何和所有基于指控的或实际的, 与使用 (包括但不限于销售、转让或其他方式处分) 任何交付物有关的, 对任何专利、版权、商标、商业秘密或其他专有权利的侵犯或侵权 (“**侵权主张**”)。如果任何交付物受制于侵权主张, 该等交付物的该等使用因侵权主张而被禁止, 或公司或提供方认为任何交付物可能成为侵权主张的对象, 则提供方必须自行承担费用, (i) 在不使公司产生额外花费的情况下为公司取得继续使用该等交付物的权利; (ii) 对该等交付物进行修改, 使其不侵权, 且功能等同于修改前交付物, 该等对交付物的修改应满足公司单方面对修复交付物验收的要求; (iii) 用非侵权但功能上等同的代替品替换该等交付物, 并且满足公司单方面对修复交付物验收的要求; 或者(iv) 如果提供方, 使用商业合理努力仍不能实现上述第(i)、(ii)、(iii)项, 则应向公司退还公司为该等交付物实际支付的金额。提供方本条项下的补偿义务不适用于基于以下情况的侵权主张: (a) 公司将交付物与非由提供方开发、批准或欲意的任何产品一同使用, 如果该等侵权单纯由该等共同使用所引起, (b) 公司未能使用提供方提供的没有额外收费的交付物的非侵权的升级版, 前提是提供方已书面通知公司该等不使用会造成侵权且该等升级版不需要公司花费额外的实质费用, (c) 由公司提供的设计或技术规范; 或(d) 公司对交付物进行未经授权的实质性修改。

**23. LIENS.** To the extent permitted by Applicable Laws, Provider hereby waives and releases any and all lien rights and similar rights for payment for services, labor, equipment or materials furnished by Provider in performance of its obligations hereunder and granted by law to persons supplying materials, equipment, services and other items of value to improve or modify land or the structures thereon, which Provider may have against Company's or Company's landlord's premises, property or funds payable to Company. If a lien affecting any of Company's rights is filed by any third-party provider of goods or services in support of this Order, Provider must remove the lien within 10 calendar days of notice of lien or of written demand from Company, whichever is earlier. If Provider fails to remove the lien, Company may take steps necessary to remove the lien. Provider shall immediately reimburse Company for the reasonable costs of removal of any such lien, including, without limitation, all attorneys' fees and costs, upon receipt of written demand from Company. Notwithstanding the foregoing, if one of Provider's subcontractors has recorded a lien against the project for which work or services are performed for the benefit of Company, for which (i) neither Company nor Provider disputes the quality of such goods or services or the compensation claimed for such, (ii) Company has received correct invoice(s) from Provider for the compensation claimed in

the lien by such subcontractor, and (iii) Company has failed to pay in full such undisputed correct invoice(s), then Provider shall not be required to cause such lien to be bonded or otherwise removed from record title to such project.

**留置权。**在适用法律允许的范围内，提供方在此放弃和免去提供方可能针对公司或公司租赁物业，财产或公司的应收账款的任何和所有留置权和类似权利，该等留置权和类似权利是为了保证提供方在履行其本订单项下义务的过程提供服务、劳务、设备或材料的报酬获得支付，并且是由法律授予给为修缮土地或土地附着结构而提供服务、劳务、设备或材料的人。如果影响任何公司权利的留置权是由任何供应本合同的货物或服务的第三方提供方引起的，提供方必须在得知该留置权或公司发出的书面要求之间较早之日的 10 个公历日内移除该留置权。如果提供方未能移除留置权，公司可采取必要行动移除留置权。提供方应当在收到公司发出的书面要求后，立即补偿公司移除任何该等留置权的合理花费，包括但不限于，任何律师费和开销。尽管有上述规定，如果提供方有一个分包商登记了针对为了公司的利益而进行的工作或服务的项目的留置权，且针对该项目，(i) 公司和提供方均对该等货物或服务或该等货物或服务的赔偿主张没有争议，(ii) 公司从提供方处收到了就该等分包商留置权中主张的赔偿金额的正确发票，且(iii) 公司未能全额支付该等没有争议的发票数额，则提供方不应被要求对该留置权进行担保或以其他方式将该等留置权从项目的登记所有权中移除。

**24. INSURANCE.** Provider shall maintain adequate levels and types of insurance coverage appropriate to its business and profession to cover its indemnity obligations hereunder, as required by Applicable Laws, and consistent with the Standard of Care with such coverage levels and types to include at a minimum and without limitation insurance required by Applicable Laws with respect to Provider's status as an employer, workers' compensation, comprehensive general liability, employer's liability, and automobile liability. Provider's insurance coverage must be primary coverage. All insurance coverage must be in full force and effect at all times during performance of Provider's obligations hereunder. At Company's request, Provider must submit to Company a certificate of insurance evidencing the above coverages.

**保险。**提供方应当依据适用法律的要求，保持与其经营和专业性相适应的足够的保险级别和种类，并且符合该等保险级别和种类的注意义务，包含针对提供方雇主地位，雇员赔偿，综合一般责任，雇主责任和机动车责任的保险，该等保险符合适用法律要求的最低限额但无限制，以涵盖其在本订单项下的补偿责任。提供方的保险范围必须是优先承保。所有保险范围必须在提供方依据本订单的履行期内任何时候均充分可执行并有效。根据公司请求，提供方必须向公司提交保险证明，以证实上述保险。

**25. FORCE MAJEURE.** A party shall not be liable for any delay in the performance of its obligations under this Order if and to the extent such delay is caused, directly or indirectly, by acts of God, war, riots, terrorism, embargos, acts of public enemy, acts of military authority, earthquake, fire or flood ("**Force Majeure Event**"); provided that a party may not claim relief for a Force Majeure Event under this article unless each of the following conditions has been satisfied: (i) the party claiming delay by Force Majeure Event (the "**Delayed Party**") is without fault in causing such delay; (ii) such delay could not have been prevented by reasonable precautions taken by the Delayed Party, including, without limitation, the use of alternate sources, or workaround plans; (iii) the Delayed Party uses commercially reasonable efforts to recommence performance of such obligations whenever and to whatever extent possible following the Force Majeure Event; and (iv) the Delayed Party immediately notifies the other party by the most expedient method possible (to be confirmed in writing) and describes at a reasonable level of detail the circumstances causing the delay. All obligations of both Parties shall return to being in full force and effect upon the earlier to occur of (i) the passing of the Force Majeure Event or (ii) the failure of the Delayed Party to satisfy the conditions and/or perform its covenants under this article.

**不可抗力。**一方不需为本订单项下义务的任何延迟履行承担责任，如果且仅限于该等延迟是直接或间接由于自然灾害，战争，暴乱，恐怖活动，入港禁令，公敌的行为，政府的军事行动，地震，火灾或洪水（“**不可抗力事件**”）而导致，前提是除非满足如下条件，一方不得依据本条主张不可抗力事件的救济：(i) 主张因不可抗力事件而延迟的一方（“**延迟方**”）对延迟的产生没有过错；(ii) 该等延迟通过延迟方采取合理的预防措施，包括但不限于使用替代资源或规避计划，仍无法避免；(iii) 在不可抗力事件发生后的任何时间和任何可能的程度范围内，延迟方尽了商业上合理努力以重新履行该等义务；并且 (iv) 延迟方以最快速的可能方式（以书面方式确定）立即通知另一方并以合理的细节程度描述造成延迟的情况。当 (i) 不可抗力事件已经过，或者 (ii) 延迟方已无法满足本条项下的条件和/或履行本条项下的保证时，两者以较早发生的为准，双方当事人的所有义务均应回归可充分执行并有效的状态。

**26. INSPECTIONS/GOVERNMENT CONTACT; GOVERNMENT APPLICATIONS.** To the extent that Provider is aware of inspections on the jobsite or meetings with or inspections by governmental authorities regarding Provider's obligations hereunder, to the extent practicable, Provider shall provide Company advance and timely notice of such. Provider shall provide Company with an opportunity to comment on drafts of documents Provider is required to submit to governmental authorities pursuant to its obligations hereunder. Provider shall submit to Company copies of documents to be submitted to governmental authorities or insurance companies relating to Provider's obligations hereunder including without limitation reports of accidents or injuries occurring on the jobsite. Notwithstanding anything to the contrary in this Order, Provider acknowledges and agrees that Company may from time to time apply for approvals, license, permits or filings from or accept inspection or investigation by PRC governmental authorities (including without limitation China Food and Drug Administration ("FDA"), National Development and Reform Commission and their local branches), and Provider will provide any assistance in disclosing and providing necessary information, data, documents and materials within reasonable time and by means as required by Company.

**检查/政府接洽；政府申请。**在提供方知晓在工作场所中的检查，或与提供方本订单项下义务的履行有关的同政府部门的会晤或政府部门的检查，提供方将提前及时向公司提供该项事宜的通知。提供方应提前向公司提供一个合理机会以递交其对

于提供方根据其在在本订单项下的义务被要求呈交给政府机构的文件草案的评论。提供方应当递交给公司其将呈交给政府机构或保险公司的同提供方在本订单项下义务有关的文件的复印件，包括但不限于发生在工作场所的事故或受伤的报告。尽管本订单的任何相反规定，提供方确认并同意公司可不时地向中国政府机构申请批准、许可、允许或备案或者不时接受中国政府机构（包括但不限于国家食品药品监督管理局（“FDA”）、国家发展和改革委员会以及它们的地方分支机构）的检查或调查，同时提供方将按照公司要求的方式在合理期限内协助披露以及提供必要信息、数据、文件和材料。

**27. PUBLICITY.** Except for the purposes of performance hereunder, without Company's prior written consent, which may be withheld at Company's sole discretion, Provider and its Representatives shall not use (including without limitation use in any publicity, advertising, media release, public announcement or other public disclosure) (i) any name, acronym, symbol or other designation by which Company or its Affiliates or any of their respective human therapeutics, products or other materials is known or (ii) the names of any agent or employee of Company or its Affiliates (each a "Prohibited Use"). Provider shall immediately notify Company in each event of a Prohibited Use and, at Provider's sole cost and expense, without limiting Company's rights and remedies hereunder, Provider shall, and shall cause its Representatives, to immediately cease and desist each such Prohibited Use and take such other actions as requested by Company.

**公开。**除非为了履行本订单，未经公司事先的书面同意（该等同意可依公司自行决定予以保留），提供方及其代表不得使用（包括但不限于在任何宣传、广告、媒体发布、公开声明或其他公开披露中使用）(i)公司或其关联方或任何其各自的人体诊疗、产品或其他材料据以为人所获知的任何名号、缩写、标志或其他名称；(ii)公司或其关联方的任何代理或雇员的名字（每一项为“被禁止的使用”）。每次出现被禁止的使用的情况时，提供方均应立即通知公司，并且在不限公司在本订单项下的权利和救济的前提下，提供方在自行承担费用的情况下，应当，并且应当促成其代表立即停止并终止该被禁止的使用并采取公司所要求的其他类似措施。

**28. ASSIGNMENT, WAIVER, REMEDIES CUMULATIVE.** Provider may not assign or subcontract under this Order, in whole or in part, without Company's prior written consent, which consent shall not be unreasonably withheld. No action or inaction by either party hereto shall be construed as a waiver of its rights under this Order or as provided by law. None of the terms of this Order may be waived except by an express agreement in writing signed by the waiving party. The failure or delay of either party in enforcing any of its rights under this Order shall not be deemed a continuing waiver of such right. The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative, in addition to, and not in lieu of any other remedies available at law or in equity.

**转让、放弃、累积救济。**未经公司事先书面同意（该等同意不得不合理的被保留），提供方不得整体或部分转让或分包本订单。本订单任一方的作为或不作为均不得被解释为该方对其在本订单项下的或法律规定的权利的放弃。除非有放弃方书面签字的明示协议，本订单的条款均不得被放弃。任一方未有或延迟行使其本订单项下任何权利均不应当被解释为对该等权利的持续放弃。对一项本订单项下违约的放弃不应被解释为对其他或后续违约的放弃。本订单项下任何救济手段和选择不具有排他性，且除此之外在任何可能时候，救济是可累积的，在任何其他法律或衡平法赋予的救济手段之外且不替代任何该等救济手段。

**29. SEVERABILITY.** In the event any provision of this Order conflicts with the law under which this Order is to be construed or if any such provision is held illegal, invalid or unenforceable, in whole or in part, by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with Applicable Law. The legality, validity and enforceability of the remaining provisions shall not be affected thereby and shall remain in full force and effect.

**可分割性。**如果本订单的任何条款同解释本订单的法律存在冲突，或该条款全部或部分被主管当局宣布违法、无效或不可执行，该条款应当视为根据适用法律被得以重述以尽可能反映双方的原本意图。其余条款的合法性、有效性和可执行性不受该等条款的影响，其仍将保持完整的效力。

**30. SURVIVAL.** Provider's obligations under any provisions set forth in this Order related to ownership of deliverables, confidentiality, publicity, governing law and indemnification or which contemplate performance or observance subsequent to termination or expiration of this Order shall survive such expiration or termination.

**存续。**任何条款所规定的提供方有关交付物的所有权、侵权、保密、公开、准据法和补偿的陈述、保证和义务，或者对协议终止或期满后的履行或遵守行为的陈述、保证和义务，在本订单终止或期满后仍存续有效。

**31. GOVERNING LAW; DISPUTE RESOLUTION.** If legal action is commenced, Provider will continue to diligently perform its obligations under this Order pending final resolution of the dispute. Unless otherwise specified in this Order, this Order is governed and shall be construed and enforced in accordance with laws of China, with the exception of conflict of laws rules. The Parties agree to negotiate in good faith to resolve any dispute between them regarding this Order. If the negotiations cannot resolve the dispute to the reasonable satisfaction of the Parties within thirty (30) calendar days after the commencement of the negotiation, such dispute shall be referred to and finally settled by arbitration at Shanghai International Economic and Trade Arbitration Commission ("SIETAC") in accordance with its then applicable arbitration rules. The arbitration shall take place in Shanghai and the language thereof shall be English and Chinese. Any award of such arbitration shall be final and binding to the Parties, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award. The costs of arbitration shall be borne by the losing Party, unless otherwise determined by the arbitration award. During the period when a dispute is being arbitrated by the arbitration tribunal, except for the disputed matters in dispute and under arbitration, the Parties shall continue to perform this Order.

**准据法；争议解决。**如果产生法律诉讼，提供方将会继续勤勉地履行争议最终解决之前未决的其本订单项下义务。除本订单另有规定，本订单受中国法律管辖，并根据中国法律解释和执行，但不涉及其中冲突法规则。双方同意通过善意协商以解决任何双方之间就本订单所产生的争议。如果争议未能在协商开始后的三十(30)个日历日内令双方合理满意地予以解决，该等争议应被提请至上海国际经济贸易仲裁委员会（“SIETAC”）并由其根据其届时适用的仲裁规则予以最终解决。仲裁地应为上海，且仲裁语言应为英文和中文。该等仲裁的任何裁决应为终局并对争议方具有约束力，且胜诉方可向有管辖权的法庭申请执行该等仲裁裁决。除仲裁裁决另有规定，仲裁的费用应当由败诉方承担。在仲裁庭对争议进行仲裁的期间，除具有争议且正在进行仲裁的争议事项，双方当事人应当继续履行本订单。

**32. PERSONAL INFORMATION.** For purposes of this Order, the term “**Personal Information**” shall mean any information from which an individual may be identified and that Provider receives from or on behalf of Company, or that is controlled, possessed, stored, transmitted or processed by Provider for or on behalf of Company, including without limitation an individual’s name, address, telephone number, social security number, account numbers, account balances, account histories, and “personal information,” “nonpublic personal information,” “protected health information” (and other similar information, however described) as defined in any Privacy Laws. Except as expressly set forth in this Order or otherwise authorized in advance and in writing by Company, Provider shall not provide anything to Company that contains any of the following information about an individual (each, a “**Restricted Data Element**”): social security or taxpayer identification number; driver’s license or other state-issued identification number; credit card or other financial account number; health insurance information, including identification number; medical information, including medical records and related photographs, videos, x-rays, or other images, and audio recordings of a patient; passport number or other identification number issued by the government; alien registration number; mother’s maiden name, when labeled as such; employee identification number; DNA or other biometric data, such as fingerprints and retinal scans. Unless, and then only to the extent, this Order expressly requires or Company otherwise authorizes in advance and in writing to Provider that Provider provide Company with Personal Information, Provider will, and will cause its Representatives to, redact all Restricted Data Elements from any documents or other materials that Provider or its Representatives provide to Company. To the extent this Order expressly requires or Company otherwise authorizes in advance and in writing that Provider provide Company with Personal Information, Provider represents and warrants that it has all of the necessary and required consents from the individual to whom the Personal Information relates.

**个人信息。**为了本订单的目的，“**个人信息**”应当指提供方为公司利益或以公司名义控制、所有、保管、传输、处理的可认证个人身份的信息，包括但不限于个人姓名、地址、电话号码、社会保险号、密码、识别码、账户关系、账户号、账户余额、账户历史记录，以及任何隐私法中规定的“**个人信息**”、“**非公开个人信息**”、“**受保护健康信息**”（以及其他类似信息，无论如何描述）。除非本订单明确规定或公司事先书面授权，提供方不得向公司提供任何包括下列与个人有关的信息（每个信息称为“**限制数据元素**”）的事物：社会保险或纳税号码；驾驶证或其他国家颁发的证照的号码；信用卡和其他金融账户号码；健康保险信息，包括识别码；医疗信息，包括医疗记录和相关照片、录像、x光，或其他影像，以及病人的录音；护照号码或其他政府颁发的身份识别码；外国人登记号码；母亲的姓氏，当标示如此；员工号；基因或其他生物数据，例如指纹和视网膜扫描。除非并仅限于本订单明确规定或公司事先书面授权提供方向公司提供个人信息的情况，否则提供方应，并应促使其代表将限制数据元素从提供方或其代表提供给公司的所有文件或其他材料中去除。在本订单明确要求或公司事先书面授权提供方向公司提供个人信息的情况下，提供方声明和保证其获得了该等个人信息相关的个人的所有必要和所需的同意。

Provider represents, warrants and agrees that, for every deliverable (or component thereof) consisting of intellectual property, images, voice over or video footage or any other content or materials performed or created by any third party or otherwise owned or controlled by any third party, Provider has obtained and possesses or will obtain at the relevant time all licenses, consent releases and other appropriate documentation necessary and appropriate for Company to use the applicable deliverable in accordance with the terms of this Order (such documentation “**Usage Rights Documentation**”). Provider shall store and maintain all Usage Rights Documentation in accordance with the terms of this Order relating to books and records regarding performance. Provider shall, in accordance with the terms of this Order or upon Company’s request, provide all Usage Rights Documentation to Company.

提供方声明、保证并同意，就包含任何第三方完成或创造的或以其他方式拥有或控制的知识产权、图像、旁白语音或视频片断或任何其他内容或材料的每一个交付物（或者其部件），提供方已获得并拥有或将在有关时间获得所有许可，同意发行文件和其他适当的必要文件以使公司可以根据本订单的条款使用相关交付物（该文件称为“**使用权文件**”）。提供方应当依据本订单条款中有关履行订单的账簿和记录的规定存储和保留所有的使用权文件。提供方应当，依据本订单条款或经公司请求，向公司提供所有使用权文件。

**33. COUNTERPARTS.** This Order may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, binding on all Parties, notwithstanding that each of the parties may have signed different counterparts. The parties agree that delivery of an executed counterpart signature hereof by facsimile transmission, by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

**副本。**本订单可签署任何数量的多份副本，每份副本应为原件，所有副本共同构成同一和相同的文件，对双方当事人具有约束力，尽管各方当事人可能签署了不同的副本。双方同意，通过传真以及以 PDF 格式通过电子邮件或者其他意图保持某一文件的原始图形和图像外观的电子传递途径交付带签名的副本，将与实物交付带有原始签名的纸质文本具有相同的效力。

**34. COVERED INDIVIDUALS AND ENTITIES.** If Provider is or becomes a Covered Individual and Entity or is or becomes owned, operated or controlled by one or more Covered Individual and Entity, Provider shall notify Company of such and, after receipt of such notification or upon Provider becoming a Covered Individual and Entity, Provider agrees that Company shall have the right, upon notice to Provider and without further agreement or acknowledgement of Provider, to modify the terms of this Order as Company determines, in its reasonable discretion, is necessary or required to comply with Company's or, as applicable, one or more of its Affiliate's requirements for interactions with a Covered Individual and Entity (including without limitation conformance of the Compensation to fair market value and imposition of additional reporting or documentation obligations). Additionally and without limiting any other rights or remedies of Company, if on or after the Effective Date, Provider is or becomes a Covered Individual and Entity or is or becomes owned, operated or controlled by one or more Covered Individual and Entity, Company shall have the right to terminate this Order or suspend Provider's performance hereunder by notice to Provider, and Company shall not be liable to Provider for any costs, expenses, or losses arising out of such termination or suspension. For purposes of this section, "owned, operated or controlled" shall mean that one or more Covered Individual or Entities is in a position to direct or control the performance of Provider's obligations hereunder, or that one or more Covered Individuals or Entities is in a position to direct or control Provider's management or operations, including, without limitation, when a Covered Individual or Entity owns a majority of the voting power or other equity interests in Provider. In the event one or more Covered Individual and Entity contributes to or performs any of Provider's obligations hereunder, payments made by or on behalf of Provider to each such Covered Individual and Entity or other compensation or consideration received by each such Covered Individual and Entity on account of its contributions to or performance of any of Provider's obligations hereunder shall (a) comply with all Applicable Laws, (b) represent fair market value, (c) not be determined in a manner that takes into account the volume or value of any future business that might be generated between the Parties, and (d) not be construed to require a Covered Individual or Entity to promote, purchase, prescribe, or otherwise recommend any Company products being marketed or under development.

**涵盖的个人和实体。**如果提供方为或变为一个涵盖的个人和实体，或者其为或变为由一个或多个涵盖的个人和实体所拥有、运营或控制，提供方应通知公司等事宜。在收到该项通知或在提供方成为涵盖的个人和实体时，提供方同意公司将有权通知提供方并且无需提供方的进一步同意或确认，修改本订单的条款，如果公司根据其自行判断确认该等修改是为遵守公司或者一个或者多个其关联方（如适用）与同涵盖的个人和实体往来的要求（包括但不限于使报酬与公允市场价格一致，附加其他报告或文档义务）所必需的或要求的。此外，在不限制公司其他权利或救济的情况下，如果在生效日当天或之后，提供方为或变为一个涵盖的个人或实体，或者其为或变为由一个或多个涵盖的个人和实体所拥有、运营或控制，公司将有权通知提供方终止本订单或暂缓提供方执行本订单，并且公司将无需对提供方的任何因该等终止或暂缓而发生的支出、费用或损失负责。为本条款之目的，“拥有、运营或控制”是指一个或多个涵盖的个人或实体有权指挥或控制提供方对于本订单的履行或者一个或多个涵盖的个人或实体有权指挥或控制提供方的管理或运营，包括但不限于一个涵盖的个人或实体拥有对提供方过半数的投票权或其他股权性权利。当一个或多个涵盖的个人和实体贡献于或履行任何提供方在本订单项下的义务时，由提供方作出的或代表提供方作出的向每一该等涵盖的个人和实体的支付或者其他该等涵盖的个人和实体基于其贡献或其对任何提供方在本订单项下义务的履行而收取的报酬或对价应(a)符合所有适用法律，(b)代表公允市场价值，(c)并未以考虑可能产生于合同双方的任何未来业务的数量或价值的方式而确定，并且(d)并未被解释为要求一个涵盖的个人或实体推销、购买、开处方药或其他类似方式推荐任何公司投放于市场的或尚处开发的产品。

**"Covered Individuals and Entities"** (or, in the singular, **"Covered Individual and Entity"**) shall mean any one or more of HCP, HCI, Payor, Purchaser, Healthcare Industry Professional Societies and Trade Association, and entities owned or operated by one or more HCP, HCI, Payor, Purchaser, or Healthcare Industry Professional Societies or Trade Association. Additionally, the capitalized terms used in the above definition are defined as follows:

**"涵盖的个人和实体"**是指 HCP、HCI、付款人、买方、医疗行业专业协会和贸易协会中的任何一方或多方，以及一个或多个 HCP、HCI、付款人、买方、医疗行业专业协会和贸易协会所拥有或运营的实体。此外，前述定义中所使用的下列术语定义如下：

**"Healthcare Industry Professional Societies and Trade Association"** shall mean a non-profit healthcare industry organization seeking to further a particular profession, the interests of individuals engaged in that profession, or the public interest (examples of such include without limitation the Red Cross Society of China, the Chinese Medical Doctor Association, the China Licensed Pharmacist Association).

**"医疗行业专业协会和贸易协会"**指非营利性医疗行业组织，致力于促进特定专业行业、该等行业从业个人的利益或公共利益（该等组织的例子包括但不限于美国血液协会、北美透析和移植学会、中国红十字会、中国医师协会以及中国执业药师协会）。

**"Healthcare Institution"** or **"HCI"** shall mean a facility that provides health maintenance, or treats illness and injury and can include without limitation any hospital, convalescent hospital, dialysis center, health clinic, nursing home, extended care facility, or other institution devoted to the care of sick, infirm, or aged persons, and is in a position to purchase or influence a purchasing decision for any human therapeutic product marketed, distributed, or sold or any service related thereto provided by or on behalf of Company or any of its Affiliates (each a **"Company Therapeutic Product"**).

**"医疗机构"**或**"HCI"**是指提供健康护理或治疗疾病和伤害的机构，包括但不限于任何医院、疗养院、透析中心、医疗诊所、护理院、扩充护理机构或者其他致力于病患、体弱者或老年人护理的机构，该机构处于可以购买或影响购买由公司或公司关联方、或代表公司或公司关联方在市场上推广、分销或销售的人体医疗产品或提供的相关服务（每一项为**"公司**

诊疗产品” ) 的位置。

“**Healthcare Professional**” or “**HCP**” shall mean any person licensed to prescribe Amgen products, as well as anyone working for a person licensed to prescribe a Company Therapeutic Product and in a position to influence a purchasing decision, including without limitation physicians and other providers (e.g., nurses, pharmacists), dialysis providers, other office personnel.

“**医疗专业人员**”或“**HCP**”指任何经许可可以为公司产品开处方的人员, 或为经许可可以为公司产品开处方的人工工作且可以影响相关购买决定的人员, 包括但不限于医师以及其他供方(例如护士、药剂师等)、透析执业人及其他经办人员。

“**Payor**” shall mean an organization, including without limitation its directors, officers, employees, contractors and agents, whether private or governmental, that provides medical and/or pharmacy plans for covering and reimbursing patients and/or Healthcare Professionals from medical expenses incurred.

“**付款人**”指一个组织, 包括但不限于该组织的董事、管理人员、雇员、合同方和代理, 无论是私人或政府的, 其提供医疗计划和/或药物计划以覆盖并偿付病患和/或医疗专业人员所产生的医疗费用。

“**Purchaser**” shall mean individuals or entities, including without limitation wholesalers, pharmacies, and group purchasing organizations, that purchase a Company Therapeutic Product to sell to members of the Healthcare Community or that are authorized to act as a purchasing agent for a group of individuals or entities who furnish healthcare services.

“**买方**”指个人或者实体, 包括但不限于批发商、药店和团体采购组织, 其购买公司产品然后卖给医疗保健群体的成员, 或者其被授权作为一个由提供医疗服务的个人和实体构成的团体的采购代理。

**35. MARKET AND CUSTOMER RESEARCH.** This section applies to the extent Provider’s performance hereunder includes any activity involving either (a) original collection of data or information directly from a defined audience of interest, or (b) purchase of existing data/information about a defined audience, designed to systematically investigate, acquire, analyze and report on data and insights with respect to any of the Company’s original markets and/or products (any such activity “**Market Research**”).

**市场和消费者研究。**本部分的适用范围是, 提供方依据本订单的履行包括任何涉及下列情况的活动: (a) 直接源确定的感兴趣的观众的数据或信息的原始收集, 或者(b) 购买关于一个确定的观众的现有的数据/信息, 目的是对关于公司任何原始市场和/或产品数据和进行研究进行系统地调查, 获得, 分析并报告。(任何该行为称为“**市场研究**”)

- (i) Provider shall prohibit any Covered Individual and Entity, to participate in any portion of the Services that includes Market Research until the Covered Individual and Entity has executed an agreement with Provider (“**Participant Agreement**”) that complies with the following requirements: (a) the Participant Agreement must set forth the compensation to be paid to any such Covered Individual and Entity; (b) if applicable, the Participant Agreement must address the issues raised by non-anonymous Market Research, Market Research conducted over the Internet or in other formats, adverse event reporting, or Market Research involving individually identifiable health information or other personal information of the Market Research participants (“**Personal Information**”); and (c) the Participant Agreement must be executed when the Covered Individual or Entity or any of its personnel arrives at the location of an in-person research project, or on-line prior to completing any Internet-based survey.

提供方应当禁止任何涵盖的个人和实体参与任何市场研究服务, 除非涵盖的个人和实体与提供方订立了符合下列要求的合同 (“**参与者协议**”): (a) 参与者协议必须规定向任何涵盖的个人和实体支付的报酬; (b) 如适用, 参与者协议必须规定非匿名市场研究、通过互联网或以其他形式进行的市场研究、不良事件报告、包含个人可识别健康信息或市场研究参与者的其他个人信息 (“**个人信息**”) 的市场研究引起的相关问题; 以及(c) 必须在涵盖的个人和实体或其人员到达面对面研究项目的地点前签署参与者协议, 或在完成任何互联网调查前在线签订参与者协议。

- (ii) Provider shall not make payment to any participant in Market Research until such participant has signed the Provider’s Participant Agreement, if applicable, and satisfactorily performed its obligations related to the Market Research.

除非该等参与者已签署提供方的参与协议, 若可适用, 并且已妥当地履行其与市场研究相关的义务, 否则在此之前提供方不得向市场研究中的任何参与者支付。

- (iii) Provider shall conduct the applicable codes of conduct, statutory or industrial standard, specifically electronic equipment (taping, recording, photographing) and one-way viewing rooms may be used only with the full knowledge of the Market Research participants.

提供方应当采取, 可适用的行为守则, 法定或行业标准, 特别是, 电子仪器(录音, 录像, 拍照)单向采访室只能在市场研究参与者完全知晓的情况下使用。

- (iv) Provider shall not identify Company or any of its Affiliates as the sponsor of any Market Research, unless otherwise consented to by Company. Provider will not permit any Company Representatives to attend any interviews or focus groups conducted as part of any Market Research.

提供方不得认为公司或任何公司关联方为任何市场研究的赞助方，除非公司同意。提供方将不允许任何公司代表参与任何作为进行市场研究中部分而进行的访谈或焦点小组。

- (v) Provider will abide by the restrictions on the use and disclosure of Personal Information found in any applicable domestic and foreign laws, regulations, rules and industry standards in PRC related to consumer protection or the collection, storage, handling, processing and transfer of Personal Information.  
提供方将遵守与消费者保护或个人信息收集、储存、处理、运行和传递相关的所适用的中国国家和地方法律、法规、规范和行业标准中有关限制个人信息使用和披露的规定。
- (vi) Provider will provide patient level information to Company (i) in a format that is aggregated and de-identified so that Company is unable to identify individual patients, (ii) as a limited data set from which the identities of the Market Research participants may not be disclosed or identified, for such purpose, the following information of the Market Research participants may not be provided: (a) names; (b) postal address information, other than town or city, state, and zip code; (c) telephone numbers; (d) fax numbers; (e) electronic mail addresses; (f) social security numbers; (g) medical record numbers; (h) health plan beneficiary numbers; (i) account numbers; (j) certificate/license numbers; (k) vehicle identifiers and serial numbers, including license plate numbers; (l) device identifiers and serial numbers; (m) web universal resource locators (URLs); (n) internet protocol (IP) address numbers; (o) biometric identifiers, including finger and voice prints; and (p) full face photographic images and any comparable images, or (iii) pursuant to a duly signed authorization by relevant Market Research participants, which authorization and any modifications thereto shall be in a form reasonably acceptable to Company and shall permit (1) disclosures from Provider to Company or its agents of the individual's Personal Information as required by and in accordance with the services and (2) Company's use of such Personal Information for, at a minimum, the purposes of the project being performed hereunder, including the monitoring the accuracy and completeness of the research data.  
提供方将向公司提供病患资料信息(i)使用集合的和去识别的版本，使公司无法确定单个病患身份，(ii)作为一个有限的数据库，市场研究参与者的身份无法从中被披露或无法确认，为此目的，下述市场研究参与者的信息不得被提供：(a)姓名；(b)邮寄地址，镇、市、省和邮编信息除外；(c)电话号码；(d)传真号码；(e)电子邮箱地址；(f)社会保险号；(g)病历号码；(h)健康计划受益人编号；(i)账号；(j)证明/许可号；(k)汽车标识和序列号，包括车牌号；(l)设备标识和序列号；(m)网页统一资源定位器（URLs）；(n)互联网协议（IP）地址；(o)生物标识，包括指纹和声印；以及(p)完整的脸部成像和任何可比图像，或者(iii)根据相关市场研究参与者签署的全权授权，该授权及其任何修订应当使用公司可接受的合理形式且应当允许(1)提供方向公司或公司代理披露服务所要求的并根据服务进行披露的个人信息，且(2)公司在最低程度上为开展本协议项下的项目之目的而使用其个人信息，包括监督调查数据的正确性和完整性。
- (vii) Provider shall not use any materials as a stimulus for participants during the research project, including but not limited to, marketing materials, prescribing information, discussions guides, surveys, screening criteria or other materials of a similar nature (“**Project Materials**”), unless the Project Materials have received written approval from the Company for that particular research project.  
提供方不得在研究项目期间使用任何材料刺激参与者，这些材料包括但不限于市场资料，订阅信息，讨论指南，调查，筛选标准或者具有类似性质的其他材料（“**项目材料**”），除非项目材料已获得公司对特定研究项目的书面批准。
- (viii) To the extent the Services require Provider to ask physicians to recruit participants for Market Research, Provider shall ensure that such patient recruitment is conducted in a manner consistent with clauses (v) and (vi) of this section.  
以服务要求提供方请求医生招募参与者以进行市场研究为限，提供方应当保证按照本条第 (v) 和 (vi) 款的方式招募病患。
- (ix) With respect to adverse event reporting, Provider shall conduct Market Research in accordance with Company's Corporate Adverse Event Reporting Policy and Company's procedures that are applicable to providers of which Provider is aware, and any training provided to Provider by or on behalf of Company.  
就负面事件报告而言，提供方应当按照适用于提供者且为提供方所获悉的公司负面事件报告政策和公司程序以及由公司提供的或以公司名义提供给提供方的培训进行市场研究。
- (x) Provider shall ensure that no materials containing Company Information are left behind or otherwise provided to participants in Market Research; and, where Company consents to any such disclosure, Provider shall take all reasonable steps to protect such information as Company deems reasonably necessary, including requiring participants to execute confidentiality agreements acceptable to Company.  
提供方应当确保，提供方没有遗漏含有保密信息的任何材料或以其他方式将含有保密信息的任何材料提供给市场研究参与者；并且，如果公司同意作出任何该等披露，提供方应当采取公司认为合理必要的措施以保护该信息，包括要求参与者签署公司接受的保密协议。
- (xi) Provider's market investigators are members of, and adhere strictly to a professional code of ethics, under,



the Society of Competitive Intelligence Professionals and Provider's own code of conduct. Such code of ethics forbids breaching an employer's guidelines, breaking the law or misrepresenting oneself in the performance of its services. Provider shall perform the services contemplated hereunder according to such code of ethics. In the event that Company requires additional or more stringent restrictions, Provider shall subscribe to such restrictions in the performance of its Services. Provider shall not use unethical methods, which undermine trust, foster unhealthy competition, or pose unnecessary legal or public relations risks to Company. This, without limitation, includes engaging in acts which would qualify as economic espionage under the PRC Anti-unfair Competition Law, or which would violate any other PRC national or local laws and regulations applicable to obtaining information.

提供方的市场研究员是竞争情报从业者协会的成员，严格遵守该协会的职业道德规范和提供方的行为守则。该道德规范禁止成员违反雇员手册和法律、或在提供服务时进行不适当的代理行为。提供方应当根据该道德规范提供本协议项下拟提供的服务。如果公司要求额外或更严格的限制，提供方在提供服务时亦受该限制约束。提供方不得使用破坏信赖、鼓励不正当竞争、或给公司带来不必要的法律或公共关系风险的非道德方式。这包括但不限于，中国《反不正当竞争法》中规定的经济间谍活动，或任何其他违反适用于信息获取的中国国家或地方法律法规的违法行为。

**36. Language.** The Parties agree to sign this Order in both English and Chinese. Both versions shall be equally authentic and are consistent in all substantial respects. In case of any inconsistency between the two versions, the English version shall prevail over the Chinese version.

**语言。** 双方同意签署本英中双语订单。两个文本都具有同等效力并实质一致。如果英中文本有不一致之处，以英文文本为准。

IN WITNESS THEREOF, the authorized representatives of the Parties have executed this Order.

有鉴于此，双方当事人的授权代表签署本订单。

[ \_\_\_\_\_ ]

**AMGEN BIOTECHNOLOGY CONSULTATION  
(SHANGHAI) CO., LTD.**

安进生物技术咨询（上海）有限公司

By/签字: \_\_\_\_\_

By/签字: \_\_\_\_\_

Name/姓名: \_\_\_\_\_

Name/姓名: \_\_\_\_\_

Title/职位: \_\_\_\_\_

Title/职位: \_\_\_\_\_

Date/日期: \_\_\_\_\_

Date/日期: \_\_\_\_\_