

TERMS AND CONDITIONS OF PURCHASE

采购条款及条件

Version 01/2022

By signature on or confirmation of the contract/purchase order containing these Terms and Conditions of Purchase hereinbelow , both Parties acknowledge and confirm that Yutrafic has requested Supplier to go through the terms and conditions hereinbelow (including but not limited to Clause 17, 27, 30, 31, 32, 33 and other terms in relation to warranties, termination, etc.) thoroughly to have a comprehensive and accurate understanding thereof, and Yutrafic has provided explanations of these terms and conditions upon the request of Supplier. Supplier has carefully read and fully understood the content and legal implications of these terms and conditions. All terms under these Terms and Conditions of Purchase in relation to the limitation of rights, aggravation/mitigation/exclusion of liability, or other terms having significant interest with either Party are results of comprehensive negotiation and fully agreed and accepted by both Parties.

经双方签署包含本采购条款及条件的合同或订单，或对该等合同/订单进行确认的，双方共同声明并确认，予途已提请供应商对本采购条款及条件的各条款（包括但不限于第 17, 27, 30, 31, 32, 33 条以及其他包含保证、终止的条款等）作全面、准确的理解，并应供应商要求作了相应的条款说明。供应商已仔细阅读并完全理解本采购条款及条件各条款的内容及法律含义。本采购条款及条件中任何有关限制权利、加重/减轻/免除责任或其他与双方有重大利害关系的条款均系双方充分协商一致订立且为双方所理解和接受。

1. DEFINITIONS

- 1.1 "YUTRAFFIC" shall mean the Yunex Traffic legal entity entering into the CONTRACT with and/or issuing the PURCHASE ORDER to the SUPPLIER.
- 1.2 "SUPPLIER" shall mean the person, firm or company who enters into the CONTRACT with YUTRAFFIC or to whom the PURCHASE ORDER is issued by YUTRAFFIC.
- 1.3 "PARTY" refers to either one of YUTRAFFIC and SUPPLIER, and "PARTIES" refers to both of them.
- 1.4 The word "GOODS" include all goods and the word "SERVICES" include all services and/or performance of works, covered by the CONTRACT and/or the PURCHASE ORDER. The word "WORK" shall include all GOODS and all SERVICES.
- 1.5 "PURCHASE ORDER" shall mean the purchase order issued by YUTRAFFIC to the SUPPLIER, to which these terms and conditions shall apply.
- 1.6 "CONTRACT" shall mean the contract between YUTRAFFIC and the SUPPLIER consisting of the main contract and/or the PURCHASE ORDER (as the case may be), these terms and conditions and any other documents (or parts thereof) specified in the CONTRACT.
- 1.7 "SOFTWARE" shall mean the software and firmware items which are comprised or included in or related to the GOODS and/or SERVICES.
- 1.8 "DOCUMENTS" shall mean all documents required in the CONTRACT which are necessary for the completion of the WORK and should be provided by the SUPPLIER, including but not limited to the drawings, specifications, standards, testing records, manuals, handbooks, etc.
- 1.9 "DELIVERABLES" shall mean the tangible results of the SERVICES provided by the SUPPLIER to YUTRAFFIC under the CONTRACT.

2. ACCEPTANCE OF CONTRACT

- 2.1 By confirming acceptance of the CONTRACT, and/or performing the CONTRACT, the SUPPLIER agrees to comply fully with these terms and conditions. The CONTRACT sets forth the entire agreement of the PARTIES with respect to the subject matter hereof and expressly limits acceptance to the terms and conditions stated herein. Any terms and conditions proposed by the SUPPLIER inconsistent with or in addition to these terms and conditions are void unless otherwise agreed to in writing by YUTRAFFIC.
- 2.2 Acceptance by YUTRAFFIC of the GOODS, SERVICES or WORK delivered under the CONTRACT shall not constitute agreement to the SUPPLIER's terms and conditions. The SUPPLIER may not ship under reservation.
- 2.3 Further, the SUPPLIER acknowledges that YUTRAFFIC enters into the CONTRACT with the SUPPLIER based upon the following undertakings: the SUPPLIER will continuously improve its productivity and ensure that its productivity gain will compensate wage increases; in no event shall the SUPPLIER pass any labor cost increases to YUTRAFFIC, by way of higher goods and/or service prices or lower service level etc.

3. DELIVERY

- 3.1 Delivery involving GOODS only shall be considered performed (a) where Incoterms apply, when the SUPPLIER fulfills its obligation to deliver pursuant to the chosen Incoterms rule under the CONTRACT; or (b) otherwise when GOODS have arrived at the point of destination specified by YUTRAFFIC. Further, (where

1. 定义

- 1.1 "予途"指和供应商签订合同和/或向供应商发出采购订单的予途法人实体。
- 1.2 "供应商"指与予途签订合同和/或予途向之发出采购订单的个人、企业或公司。
- 1.3 "一方"指予途和供应商其中之一,而"双方"指予途和供应商两者。
- 1.4 "货物"一词包括合同和/或采购订单所涉及的所有货物;"服务"一词包括合同和/或采购订单所涉及的所有服务和/或工作的履行。"工作"一词包括所有的货物和服务。
- 1.5 "采购订单"指应适用本条款及条件的、予途向供应商发出的采购订单。
- 1.6 "合同"指予途和供应商之间的合同,由合同正文和/或采购订单(视具体情况而定)、本条款及条件、以及在合同中明确的任何其它文件(或其某些部分)构成。
- 1.7 "软件"指构成货物和/或服务的组成部分的、或货物和/或服务所包含的、或与货物和/或服务相关的软件和固件。
- 1.8 "文件"指合同中列明的、完成工作所需且应由供应商提供的所有文件,包括但不限于图纸、规格、标准、测试记录、手册、指南等。
- 1.9 "可交付成果"指供应商在合同项下向予途交付的有形的服务成果。

2. 合同的接受

- 2.1 通过确认接受合同和/或实际履行合同,供应商同意完全遵守本条款及条件。合同构成双方就合同主题事项的全部协议并且明确限定双方仅接受在此所列明的条款及条件。除非经予途另行书面同意,否则供应商提议的与本条款及条件不一致或在此之外的任何条款和条件均无效。
- 2.2 予途接受在合同项下交付的货物、服务或工作不构成同意供应商的条款和条件。供应商在发货时不得对本条款及条件作出保留发运货物。
- 2.3 此外,供应商确认,予途与供应商达成合同是基于以下承诺:供应商将会不断提高其生产率并确保生产率的提高可以弥补工资的增长;在任何情况下,供应商都不会将劳动力成本的增加通过提高货物和/或服务的价格或降低服务水平等方式转嫁给予途。

3. 交付

- 3.1 仅涉及货物的交付,应在(a)如适用 Incoterms, 供应商按照合同所选的 Incoterms 规则完成交付义务时;或(b)在其他情况下,货物到达予途指定的目的地时,视为完成。此外,(如适用)除非合同另有规定,货物交付应根据 2010 年 Incoterms 所规定的完税后交付("DDP")进

applicable) unless otherwise specified in the CONTRACT, delivery of GOODS is to be made "Delivered Duty Paid" (Incoterms 2010), but payment shall be made in accordance with Clause 12 herein.

3.2 Delivery involving SERVICES shall be considered performed on the date of an acceptance test satisfactory to YUTRAFFIC.

3.3 The SUPPLIER agrees to advise YUTRAFFIC, as soon as practicable, of any delay in meeting the CONTRACT delivery schedules and the reason therefore.

3.4 If the SUPPLIER fails to deliver the GOODS or commence the SERVICES or complete the WORK on the agreed dates (force majeure delays excluded), the SUPPLIER will be liable for damages YUTRAFFIC incurs; and in that event, YUTRAFFIC may, at its sole discretion, either accept a revised delivery schedule, or terminate the CONTRACT for default. Unless otherwise stated in the CONTRACT, the SUPPLIER agrees to pay to YUTRAFFIC liquidated damages in the amount of one percent (1%) of the total value of the CONTRACT per week in the event of late delivery. Acceptance of late deliveries not in strict conformance with the delivery schedule shall not constitute a waiver of liquidated damages by YUTRAFFIC.

4. DELIVERY PLAN

4.1 If the delivery time of the GOODS is more than six (6) months the SUPPLIER should provide a detailed production schedule. This schedule shall include all major production steps, like design work, purchasing and the major steps in manufacturing with the starting time, the ending and the duration of these steps. The delivery plan is to be provided for the first time four weeks after signature of the CONTRACT and then to be updated with the actual every two weeks thereafter..

4.2 If the SUPPLIER is not providing such delivery plan or fails to update, YUTRAFFIC is entitled to charge liquidated damages in the amount of one percent (1%) of the total value of the CONTRACT per week.

5. INSPECTION AND TESTING

5.1 For GOODS:

YUTRAFFIC reserves the right to perform quality inspection at any time during the manufacturing process as well as before the GOODS will be packed for shipping. Therefore the SUPPLIER shall inform YUTRAFFIC in writing about the date when the GOODS will be ready for inspection at least five (5) working days (for SUPPLIER located in Mainland China) or twenty (20) working days (for SUPPLIER located outside of Mainland China) prior to the start of the packing.

5.2 For SERVICE and/or WORK:

YUTRAFFIC shall have the right to examine, inspect, measure and test the SERVICE and/or WORK or its process at any time and to check the progress. The SUPPLIER shall provide convenience and provide full support.

If YUTRAFFIC decides to perform the final inspection the SUPPLIER shall make sure that YUTRAFFIC or YUTRAFFIC authorized personnel will have the full access to the site of the SERVICE and/or WORK free of charge and will provide all necessary measuring and testing equipment to double check the conformity of the SERVICE and/or WORK with the requirements of the CONTRACT according to product specification, relevant industrial standard, national regulation and YUTRAFFIC' requirements.

6. PROOF OF DELIVERY

6.1 Latest together with the invoice the SUPPLIER has to provide a proof of delivery in the following manner:

- (1) For GOODS: provision of a signed delivery note;
- (2) For SERVICE and/or WORK: provision of a copy of the

行, 但付款应依据本条款及条件的第 12 条进行。

3.2. 涉及服务的交付, 应在予途验收测试满意之日视为完成。

3.3. 供应商同意在可行的最短时间内就合同交付时间的延迟及其原因通知予途。

3.4. 若供应商未能于约定的日期交付货物或开始提供服务或完成工作(不可抗力的延迟除外), 供应商将负责赔偿予途因此遭受的损失; 并且在该等情况下, 予途可以自行决定接受修改的交付时间表, 或者因违约终止合同。除非合同另有规定, 供应商同意在延迟交付的情况下, 以每周合同总价百分之一(1%)的金额向予途支付违约金。接受没有严格遵守交付时间表的延迟交付不构成予途对违约金的放弃。

4. 交付计划

4.1. 如果货物的交付时间超过六(6)个月, 供应商应提供详细的生产时间表。这一时间表应包括所有的主要生产步骤, 例如设计工作、采购和主要制造步骤的起始、结束和持续时间。交付计划第一次提交应在合同签订后四周, 然后每两周根据实际情况更新。

4.2. 如果供应商不提交该交付计划或没有更新, 予途有权以每周合同总价的百分之一(1%)的金额要求违约金。

5. 检验和测试

5.1. 就货物而言:

予途保留在制造过程中以及货物进行运输包装前的任何时候进行质量检验的权利。因此供应商应在包装开始前的至少五(5)个工作日(如为中国大陆地区的供应商)或二十(20)个工作日(如为中国大陆地区以外的供应商)书面通知予途货物已备妥待验的日期。

5.2. 就服务和/或工作而言:

予途有权随时对服务和/或工作或其流程进行检查、检验、测量和测试, 或对工作进度进行考察。供应商应对此完全支持并提供方便。

如果予途决定进行最终验收, 供应商应确保予途或予途授权的人员能够免费不受限制的进入服务和/或工作的场地, 并提供所有必需的测量和检测设备, 根据产品规格、相关行业标准、国家法规和予途的要求再次检查服务和/或工作是否符合合同的要求。

6. 交付证明

6.1. 最晚在提供发票的同时, 供应商应按照以下方式提供交付证明:

- (1) 就货物而言: 提供签署的交货凭证;
- (2) 就服务和/或工作而言: 服务和/或工作成功通过验收

final acceptance certificate signed by YUTRAFFIC after the successful testing of the SERVICE and/or WORK;

- (3) For GOODS in e-Catalogue: mailing of invoice together with proof of delivery to Yuttraffic Invoice Hub.

7. INCORRECT DELIVERY

- 7.1 All GOODS must be delivered at the delivery point specified in the CONTRACT. If GOODS are incorrectly delivered, the SUPPLIER will be held responsible for any additional expense incurred in delivering them to their correction location.
- 7.2 SERVICES shall be carried out at the location specified in the CONTRACT. Whilst on YUTRAFFIC premises, the SUPPLIER's personnel, agents and subcontractors shall at all times conduct themselves in full compliance with YUTRAFFIC site's safety and security regulations and shall immediately report to YUTRAFFIC any accidents in which they are involved.

8. PASSING OF TITLE AND RISK TO YUTRAFFIC

- 8.1 The title and risk in the GOODS shall remain in the SUPPLIER until they are delivered at the point specified in the CONTRACT and transferred to YUTRAFFIC's possession, at which time title and risk in the GOODS shall be transferred to YUTRAFFIC.
- 8.2 The risk of SERVICES including installation or erection services shall be transferred to YUTRAFFIC at the time SERVICES successfully passed the acceptance test.

9. TRANSPORTATION, PACKING AND PACKAGING

- 9.1 SUPPLIER shall solely be responsible for the transportation, packing and packaging of the GOODS. The GOODS shall be packed with protective measures, such that packing shall be suitable for long-distance transportation, in accordance with applicable law and well-protected against any kind of influence such as corrosion, dampness, moisture, freezing, shock, rust so as to ensure that the GOODS will safely arrive at the site without any damage. No additional charges for packing and packaging will be allowed unless specifically agreed in writing. SUPPLIER shall be liable for any corrosion, damage and/or loss caused by inadequate or improper packing. The SUPPLIER shall label each package with the corresponding contract number. The SUPPLIER shall prepare an itemized packing list bearing the contract number, description of items, part number, and quantity shipped for each package. One copy of the packing list shall be placed in the shipping container and one copy shall accompany the SUPPLIER's invoice. No values are allowed to be shown on the packing list.
- 9.2 Unless otherwise agreed in the CONTRACT, the transportation cost shall be borne by the SUPPLIER. In case that YUTRAFFIC is responsible for the transportation costs, the costs shall be prepaid and separately invoiced to YUTRAFFIC. No insurance or premium transportation costs will be allowed unless authorized by YUTRAFFIC. Risk of loss, regardless of cause, is the SUPPLIER's responsibility until the GOODS are delivered. If the SUPPLIER is delinquent in delivery, YUTRAFFIC may require shipment by the fastest means available, and any premium transportation charges therefore shall be the SUPPLIER's responsibility.
- 9.3 (applicable to SUPPLIER located outside of Mainland China) In case wood packaging material is used for transportation the used lumber has to be certified according the guidelines for regulating wood packaging material in international trade (ISPM no. 15) of the International Plant Protection Convention.

10. QUALITY

- 10.1 For GOODS: All GOODS supplied shall conform to the standards and specifications described in the CONTRACT. The GOODS supplied shall also meet the

后, 提供予途签署的最终验收证书的复印件;

- (3) 就电子目录中的货物: 发票和交货证明一同邮寄到予途发票中心。

7. 错误交付

- 7.1. 所有货物必须在合同中确定的交付地点交付。如果错误地交付货物, 供应商应就将其交付至正确地点所产生的额外费用负责。
- 7.2. 供应商应在合同中确定的地点提供服务。在予途的场所提供服务时, 供应商的人员、代理及分包商在任何时间均应完全遵守予途场所的安全保卫规章, 并应立即向予途报告其涉入的任何事故。

8. 向予途转移所有权和风险

- 8.1. 在于合同中确定的地点交付货物并向予途转移占有之前, 供应商保留货物的所有权并承担风险。在交付货物并转移占有时, 货物的所有权和风险转移给予途。
- 8.2. 服务(包括安装或装配服务在内)的风险, 应在服务成功地通过验收测试时转移给予途。

9. 运输、装箱和包装

- 9.1. 供应商应单独负责货物的运输、装箱和包装。货物应用保护措施进行包装, 其中包装应适合远程运输, 符合适用法律, 并善加保护, 能防范诸如腐蚀、受潮、受湿、冷冻、震动、锈蚀等各种影响, 以保证货物安全运抵现场, 不出现任何损坏。除非有明确的书面同意, 装箱和包装不允许增加任何费用。供应商应对包装不足或不妥造成的锈蚀、损坏和/或损失承担责任。供应商应在包装上标注相应的合同号。供应商应准备载有合同号、细节描述、零件号和每包运输的数量的详细装箱单。装箱单的一份副本应置于海运集装箱中, 另一份副本随同供应商的发票。装箱单上不允许显示价值。
- 9.2. 除非合同中另有约定, 运输费用应由供应商承担。在予途承担运输费用的情况下, 该费用应预付并且就此向予途开具单独的发票。除非经予途授权, 否则不允许投保或附加额外运输费用。在货物交付之前, 供应商承担因任何原因而灭失的风险。若供应商延迟交付, 予途可要求以可用的最快方式发运, 供应商应承担因此产生的额外运输费用。
- 9.3. (适用于中国大陆地区以外的供应商) 运输过程中如果有产品的包装为木质包装, 那么所使用的木材必须要通过国际植物保护协会(IPPC)所颁布的关于国际贸易中木质包装材料规范(ISPM No.15)的认证。

10. 质量

- 10.1. 就货物而言: 供应商提供的所有货物应符合合同所述的标准和规格。提供的货物亦应符合中国国家和/或行业标准, 如果存在该等标准。如果合同所述的标准和规格与中国国

national and/or industry standards of the PRC if such standards exist. If there is a conflict between the standards and specification described in the CONTRACT and the national and/or industry standards of the PRC the SUPPLIER has to contact YUTRAFFIC in writing requiring a clarification of the applicable standards for this particular CONTRACT. YUTRAFFIC has to confirm in writing which standard shall apply.

- 10.2 For SERVICES: The SUPPLIER shall perform its SERVICES with care, skill, and diligence, up to the professional standards recognized by such profession, and shall be responsible for the professional quality, accuracy, completeness, and coordination of all the SERVICES and all the DELIVERABLES and other items furnished under the CONTRACT.

11. INVOICES

- 11.1 Invoices shall indicate the YUTRAFFIC address, order reference, the shipping location, the numbers of every single item, their description and price, invoice date, payment terms. If the invoice is issued as a down payment invoice, a partial delivery invoice or a final invoice it has to be marked as such. In case of the final invoice a reference to the previous invoices and their value should be indicated. The term of payment of the invoices shall not run until this information is complete. Copies of invoices shall be marked as such.

- 11.2 If the SUPPLIER is a non-YUTRAFFIC affiliated entity, the SUPPLIER shall send the invoice to YUTRAFFIC to the following address:

Siemens Ltd., China

GSS AFS - AP Invoice Hub

2nd Floor, No. 299 Tian Ning Road,

Shanghai, P.R. China

Post code: 200245

- 11.3 Tel: +86 21 2408 5021

12. TERM OF PAYMENT

- 12.1 Unless otherwise stated in the CONTRACT and subject to Clause 12.2 hereunder, payment will be made at the end of the calendar month falling ninety (90) days from the date of the receipt of the invoice by YUTRAFFIC provided YUTRAFFIC receives the SUPPLIER's correct and valid invoice indicating the complete information set forth in Clause 11.1 above, and provided the GOODS have been correctly delivered or the SERVICES have been properly performed and YUTRAFFIC has accepted them.

- 12.2 If the GOODS are not correctly delivered or YUTRAFFIC has not accepted the SERVICES, the invoice shall be paid at the end of the calendar month falling ninety (90) days following the date when the discrepancy is corrected to YUTRAFFIC's satisfaction.

- 12.3 Unless otherwise stated in the CONTRACT, the price confirmed by the SUPPLIER shall be inclusive of taxes. In case there is tax rate adjustment from Tax Authority during the execution of signed / valid Purchase Order and Purchase Agreement, both parties agree net price (exclusive of VAT) shall remain unchanged, and the new tax rate shall be applied upon official effective date. YUTRAFFIC reserves the rights to reject Invoice/Fapiao or payment at wrong tax rate, unless with written agreement in advance.

- 12.4 YUTRAFFIC may, based on the payment nature and upon its discretion, make payments under the CONTRACT through Yuttraffic Financial Services Ltd. on behalf of it.

13. RIGHT TO REJECT

YUTRAFFIC shall have the right, without prejudice to any other right which YUTRAFFIC may have against the SUPPLIER, to reject the SUPPLIER's supplies of GOODS or

家和/或行业标准存在冲突, 供应商应书面联系予途要求澄清该特定合同的适用标准。予途应以书面形式确认适用何种标准。

- 10.2. 就服务而言: 供应商应以符合行业公认的专业标准的专注、技能和勤勉提供其服务, 并对合同项下提供的所有服务和所有可交付成果及其他项目的专业质量、准确性、完整性和统一性负责。

11. 发票

- 11.1. 发票应标明予途的地址、订单序号、装运地点、每一单项货物的数量、它们的描述和价格、发票日期、支付条款。如果发票是预付款发票、部分交付发票或最终发票, 应如此标注。如果是最终发票, 应提及先前的发票和它们的价值。如果这些资料不完整, 则发票项下款项不应支付。发票副本亦应按上述方式标注。

- 11.2. 如果供应商为非予途关联企业, 供应商应当将发票寄至予途以下地址:

西门子(中国)有限公司

GSS 财务部 - 发票中心

上海市闵行区天宁路 299 号 西门子高压行政大楼 2 楼

邮编: 200245

电话: +86 21 2408 5021

12. 付款条件

- 12.1. 除非在合同中另有规定, 并受限于以下第 12.2 条, 在收到供应商正确、有效的标明上述第 11.1 条要求的完整信息的发票且供应商已经正确地交付了货物或适当履行了服务并且已于予途所接受后, 予途应在收到发票之日起的九十(90)天所在的日历月的月底付款。

- 12.2. 如果供应商未能正确地交付货物或者予途未接受服务, 予途自供应商改正错误达到予途满意之日起九十(90)天后所在的日历月的月底付款。

- 12.3. 除非合同另有规定, 否则供应商确认的价格为含税价格。当在有效的采购订单或者采购合同执行期间, 遇到税务机关调整税率。现有价格中的净价部分(不含增值税)应保持不变, 双方必须在税率生效当日起采用新税率。除非双方另有书面协议, 予途有权拒收错误税率的发票或拒绝按错误税率付款。

- 12.4. 予途可基于付款类型行使自由裁量权, 选择通过予途财务服务有限公司代表其作出合同下的付款。

13. 拒收权

在不影响予途可以向供应商主张的任何其它权利的情况下, 如果供应商提供的货物或服务不符合合同或合同的条款和条件, 予途有权在其交付或完成后的合理时间内拒收

SERVICES within a reasonable time of their delivery or completion and to terminate the CONTRACT if they are not in conformity with the CONTRACT or the terms and conditions of the CONTRACT. The making of payment shall not prejudice YUTRAFFIC' right of rejection.

14. CCC NATIONAL COMPULSORY MARKS

Should the WORK or any part thereof be subject to the CCC mark (China Compulsory Certification mark), the SUPPLIER shall warrant that the WORK or any part thereof shall have gone through the certification procedures with the competent certification organs and CCC (or CCIB) mark shall be labeled on the WORK or any part thereof .

15. TOOLS, PATTERNS, SAMPLES

Tools, patterns, samples, models, sections, drawings, standards, forms, documents and gauges, etc., provided by YUTRAFFIC, as well as items made with or to them, shall remain the property of YUTRAFFIC and shall not without YUTRAFFIC written approval be passed on any third party and not used for purposes other than those specified in the CONTRACT. They shall be safeguarded against unauthorized inspection or use.

16. CHANGES

The SUPPLIER shall not alter or vary the GOODS or SERVICES, except as directed in writing by YUTRAFFIC. YUTRAFFIC shall have the right at any time during the execution of the CONTRACT, by notice in writing, to direct the SUPPLIER to make changes in the following: (a) specifications, drawings, data incorporated in the CONTRACT; (b) methods of shipment or packing; (c) place of delivery; and (d) time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of the CONTRACT, with the consent of YUTRAFFIC, an equitable adjustment may be made in the purchase price or delivery schedule, or both. If the PARTIES cannot agree to such price or time adjustment within ten (10) working days (or such other time as may be then agreeable to both PARTIES), of SUPPLIER's receipt of YUTRAFFIC' request for a change, YUTRAFFIC may terminate the CONTRACT upon five (5) working days prior notice to the SUPPLIER.

17. SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS

17.1 If the GOODS and/or SERVICES include SOFTWARE, the SUPPLIER agrees and acknowledges that YUTRAFFIC may be on-selling the same to its customers or end users and warrants that it has good title to license the SOFTWARE.

17.2 The SUPPLIER grants to YUTRAFFIC a perpetual, worldwide, non-exclusive, no-charge, royalty-free, transferable, irrevocable license:

- (1) to use and allow others to use the SOFTWARE;
- (2) to sublicense the right of use under (1) above to any related corporations, other distributors and end users;
- (3) to grant a license to related corporations, and other distributors to sublicense the right of use to end users in accordance with (1) above;
- (4) to copy the SOFTWARE for installation in hardware or to have such copied by related corporations or other distributors;
- (5) to market and resell the SOFTWARE and any accompanying hardware either alone or as part of package; and
- (6) to reproduce and distribute copies of the SOFTWARE in any medium, with or without modification.

17.3 The intellectual property in all commissioned SERVICES shall belong to YUTRAFFIC unless otherwise agreed by the PARTIES. The SUPPLIER agrees to carry out all formalities to legally vest ownership of intellectual property

供应商提供的货物或服务并且终止合同。付款不影响予途拒收的权利。

14. CCC 国家强制性标志

如果工作或其任何部分需要 CCC 标志（中国强制认证标志），则供应商应该保证工作或其任何部分已经通过有关认证机构的认证手续，且工作或其任何部分应载有 CCC（或 CCIB）标志。

15. 工具、模型、样品等

予途提供的工具、图形、样品、模型、节段、图样、标准、格式、文件和标准尺寸等，以及依据这些制成的物品，应是予途的财产，在未经予途书面同意的情况下，不得被给与任何第三方和用于合同规定以外的目的。它们应得到保护，免于未经授权的检查和利用。

16. 变更

除非经予途书面指示，供应商不得修改或改变货物或服务。予途有权在履行合同过程中的任何时间通过书面通知指示供应商在下列方面进行变更：（a）合同包含的规格、图纸和数据；（b）运输或包装的方法；（c）交付地点；以及（d）交付时间。如果任何该等变更引起合同的成本或履行合同所需时间的增加或减少，经予途同意，可对采购价格或交付时间或二者进行公平的调整。如果在供应商收到予途要求进行变更后十（10）个工作日内（或双方可以同意的其它时间内）双方不能就该等价格或时间的调整达成协议，予途可以通过提前五（5）个工作日向供应商发出事先通知而终止合同。

17. 软件和知识产权

17.1. 如果货物和/或服务包含软件，供应商同意并声明予途可以原样再销售给其客户或者最终用户。供应商保证拥有该软件的完整权利。

17.2. 供应商授予予途永久的、世界范围的、非独占的、无费用的、免许可费的、可转让的以及不可撤销的许可：

- (1) 使用及允许他人使用该软件；
- (2) 将上述（1）中的使用权分许可给任何相关公司、其它经销商和最终用户；
- (3) 授权相关公司和其它经销商向最终用户分许可上述（1）中的使用权；
- (4) 为在硬件中安装而拷贝该软件或者由相关公司或其它经销商拷贝该软件；
- (5) 单独或者作为打包的一部分销售或者转售该软件以及附随的硬件；和
- (6) 通过任何媒介复制以及分销经修改或未经修改的软件拷贝。

17.3. 除非双方另有约定，所有委托服务中的知识产权，归予途所有。供应商同意应予途要求履行一切手续以使予途合法地拥有知识产权的所有权。如果由于法律规定，任何知识

rights in YUTRAFFIC at YUTRAFFIC' request. If by operation of law, any of the intellectual property rights is not owned in its entirety by YUTRAFFIC automatically upon creation thereof, then the SUPPLIER agrees to assign, and hereby assigns, to YUTRAFFIC and its designees the ownership of the intellectual property rights.

17.4 The SUPPLIER may include in SERVICES and/or DELIVERABLES pre-existing work or materials only if either they are provided by YUTRAFFIC or if they are owned or licensable without restriction by the SUPPLIER. To the extent that pre-existing work or materials owned or licensed by the SUPPLIER are included in SERVICES and/or DELIVERABLES, the SUPPLIER shall identify any such work or materials prior to commencement of SERVICES involving such work or materials. The SUPPLIER hereby grants to YUTRAFFIC (as an exception to the transfer and assignment provided in Clause 17.3 above) an irrevocable, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, and distribute (internally and externally) copies of, and prepare derivative works based upon, such work and materials, and the right to authorize others to do any of the foregoing.

17.5 The SUPPLIER will fully indemnify YUTRAFFIC against any claim for infringement of intellectual property rights in connection with any GOODS or SERVICES supplied by the SUPPLIER to YUTRAFFIC and against any and all costs, expenses and damages which YUTRAFFIC may incur or become liable for such infringement. YUTRAFFIC shall give to the SUPPLIER prompt notice in writing of any claim being made or action threatened or brought against YUTRAFFIC and will permit the SUPPLIER, at the SUPPLIER's own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

17.6 If and when an infringement of an intellectual property right of any third party is claimed relating to any GOODS or SERVICES, or if such claim is to be expected, upon prior written approval of YUTRAFFIC, the SUPPLIER shall at its own expense either acquire a license to use the GOODS or SERVICES, or modify the GOODS or SERVICES so as not to infringe the intellectual property right, or replace the allegedly infringing GOODS or SERVICES.

18. PERMITS, LAWS AND TAXATION

18.1 The SUPPLIER shall, at its own costs, obtain all the permits, approvals and authorization as required for the performance of the WORK, comply with all the national and local laws and regulations applicable to the WORK, and pay all the taxes which are related to the WORK.

18.2 The SUPPLIER shall fully indemnify and hold YUTRAFFIC harmless from any and all cost, liabilities, damages, expenses and/or attorney fees as caused by the SUPPLIER or its subcontractor if applicable and approved or any of its employees or agents in the following situations: (i) failure to obtain or comply with the above-mentioned permit, approval or authorization; (ii) failure to observe the above-mentioned laws and regulations; or (iii) failure to pay the above-mentioned taxes.

19. CLEAN-UP

The SUPPLIER shall, at all time, keep the work site free from accumulations of waste materials or rubbish. Upon the completion of the WORK, the SUPPLIER shall immediately remove its tools, equipment, scaffold and remaining materials, and ensure the WORK site is cleaned up before it leaves.

20. SAFE OPERATION

20.1 In performing the WORK, the SUPPLIER shall exercise the highest degree of care to prevent accidents and injuries to persons, damage or loss of property in, on or about the WORK site, disturbance to the neighborhood, and pollution of the environment, and shall promptly

产权在其产生之时并非自动由予途全部拥有，供应商同意向予途及其指定的人转让，并特此转让，该知识产权的所有权。

17.4. 供应商可以在服务和/或可交付成果中包含之前已存在的工作成果或材料，但必须是由予途提供的，或该工作成果或材料是由供应商拥有的或可由供应商不受限制地许可的。如果在服务和/或可交付成果中包含供应商拥有的或许可使用的之前已存在的工作成果或材料，供应商应在开始涉及该工作成果或材料的服务前对这些工作成果或材料予以说明。供应商在此授予予途（作为以上第 17.3 条规定的转移和转让的例外）不可撤销的、非独占的、世界范围内的、免收特许使用费的权利以及许可，以使用、实施、复制、展示、运行该工作成果或材料和分销（对内或对外）该工作成果或材料的副本、基于该工作成果或材料制作衍生产品，以及许可他人进行任何上述行为的权利。

17.5. 对于与供应商向予途提供的货物或服务有关的知识产权侵权索赔，供应商应当充分补偿予途，并充分赔偿予途因为该侵权可能遭受或有义务赔偿的任何和所有开支、费用和损失。予途应当及时书面通知供应商任何向予途提出的索赔和已经采取或威胁采取的行动，并将允许供应商自行承担费用进行任何因此发生的诉讼以及为和解索赔而进行的所有协商。

17.6. 如果或当任何货物或服务遭到了侵犯第三方知识产权的索赔或预料会遭到索赔，则在取得予途事先书面同意后，供应商应自行承担费用取得使用货物或服务的许可，或者修改货物或服务使之不侵犯知识产权，或者更换被声称侵权的货物或服务。

18. 许可、法律和税收

18.1. 供应商应自行承担费用，获得开展工作所要求的一切许可、批准和授权，遵守适用于工作的所有国家与地方法律法规，并支付与工作有关的一切税款。

18.2. 供应商应充分补偿予途并使其免于承受因供应商、或其任何适用的并被批准的分包商、或其任何员工或代理在以下情况下引起的任何和所有费用、责任、损害、开支和/或律师费：(i) 未获得或未遵守前述许可、批准或授权；(ii) 未遵守前述法律、法规的规定；或 (iii) 未支付前述税款。

19. 清理

供应商应始终保证工作现场无废旧材料或垃圾堆积。工作完成时，供应商应立即将其工具、设备、脚手架和剩余材料带走并应在离开前保证将工作现场清理干净。

20. 安全操作

20.1. 在实施工作时，供应商应采取最高程度的谨慎防止工作现场的事故及人身伤害、财产的损害和灭失，防止对相邻地区造成干扰及对环境造成污染。供应商应及时遵照予途提出的合理建议，避免和排除上述安全危害。

comply with any reasonable direction of YUTRAFFIC for the prevention and elimination of above safety hazards.

20.2 The SUPPLIER shall fully indemnify and hold YUTRAFFIC harmless against any claim, liabilities, loss or costs and expenses as a result of the SUPPLIER's act or omission in the performance of the WORK. In the event any claim or suit is brought against YUTRAFFIC based upon any such acts or omission of the SUPPLIER, the SUPPLIER, at its sole risk and expense, shall diligently defend against such claim or suit and shall promptly satisfy and discharge any judgment which may nevertheless be rendered against YUTRAFFIC as a result thereof.

21. DOCUMENTS

All DOCUMENTS required in the CONTRACT are part of the WORK. Any DOCUMENTS missing shall be understood as a non fulfillment of the CONTRACT and treated as such.

22. FORCE MAJEURE

Neither SUPPLIER nor YUTRAFFIC shall be liable for failure of performing the CONTRACT when such failure results from the occurrence of Force Majeure, which is hereby defined as an event unforeseeable, beyond reasonable control of the PARTY to whom such Force Majeure occurs, including but not limited to: Acts of God, natural disasters, labor disputes, lock out, war or warlike situation, riot, sabotage, fire, acts of government (such as but not limited to change of laws and revocation of import permits), and outbreak of epidemic.

The PARTY affected by Force Majeure shall inform the other PARTY in writing without any delay with respect to the impact of such event on the performance of the CONTRACT.

Upon the occurrence a Force Majeure event, the SUPPLIER shall endeavor to continue to perform its obligations under the CONTRACT so far as is reasonably practicable. The SUPPLIER shall notify YUTRAFFIC of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by Force Majeure. The SUPPLIER shall not take any such steps unless directed to do so by YUTRAFFIC.

If the SUPPLIER incurs additional costs in complying with the YUTRAFFIC directions, the amount thereof shall be mutually agreed upon by both PARTIES.

If circumstances of Force Majeure have occurred, either PARTY may by reason thereof give notice to the other PARTY of its intention to suspend the execution of the performance.

After receipt of such notice, the PARTY shall examine the works, plant and materials affected by the suspension and shall take reasonable steps to minimize the effect and additional cost caused by the suspension.

If the execution of the CONTRACT is suspended for more than three (3) months either PARTY shall have the right to terminate the CONTRACT.

23. ASSIGNMENT AND SUBCONTRACTING

The CONTRACT shall not be assigned nor subcontracted by the SUPPLIER as a whole. The SUPPLIER shall not subcontract or assign any part of the GOODS and/or SERVICES without YUTRAFFIC prior written consent, which shall not be unreasonably withheld, but the restriction contained in this Clause shall not apply to subcontracts for materials, for minor details, or for any part of which the makers are named in the CONTRACT. The SUPPLIER shall be responsible for all SERVICES and GOODS supplied by subcontractors.

24. SUSPENSION

SIEMENS shall have the right to ask, in writing, the SUPPLIER to suspend the performance of part or all of the WORK.

20.2. 供应商应充分补偿予途并使其免于承受因供应商在实施工作中的行为或不作为而导致的任何索赔、责任、损失、支出和费用。如果予途基于任何该等供应商的行为或不作为而受到任何索赔或起诉，供应商应自担风险和费用尽力进行辩护，并及时支付予途因此而应承担的判决金额。

21. 文件

合同所要求的所有文件均为工作的一部分。任何文件的缺失应被视为未履行合同，并按此处理。

22. 不可抗力

供应商和予途因不可抗力不能履行合同时，均不承担责任。不可抗力应指遭受不可抗力的一方无法预见的且超出其合理控制的事件，包括但不限于：自然力、自然灾害、劳工纠纷、封锁、战争或类似战争状态、暴乱、阴谋破坏、火灾、政府行为（例如但不限于修改法律规定和取消进口许可）以及疫情的爆发。

受不可抗力影响的一方应立即就不可抗力事件对合同履行的影响书面通知另一方。

不可抗力事件发生后，供应商应在合理可行的范围内继续履行其在合同项下的义务。供应商应通知予途其拟采取的步骤，包括未受不可抗力影响的任何合理的可替代履行方法。除非予途指示，供应商不应采取任何该种步骤。

如果供应商因遵从予途的指示而发生了额外费用，其金额应经双方共同同意。

如果不可抗力情况发生，任何一方可基于该原因通知另一方其中止履行的意图。

在收到该通知后，受中止影响的一方应检查其工作、工厂和材料并采取合理的措施减少中止导致的影响和额外费用。

如果合同履行的中止超过三（3）个月，任何一方应有权终止合同。

23. 转让和分包

合同不得被供应商全部转让或分包。未经予途事先书面同意，供应商也不得分包或转让货物和/或服务的任何部分，但予途不得合理地拒绝同意；但是，本条限制不应当适用于材料、微小部分或者任何合同中已经提到的制造商部分的分包。供应商应当对分包商提供的所有服务和货物负责。

24. 暂停

予途应有权书面要求供应商暂停开展部分或全部工作。

During the suspension, the SUPPLIER shall protect, safely keep and ensure such part or all of the WORK away from any damage or loss and shall not continue the operation without approval from YUTRAFFIC.

25. COPIES OF SUBCONTRACTS

If YUTRAFFIC has consented to the placing of subcontracts, copies of each subcontracting contract shall be sent by the SUPPLIER to YUTRAFFIC immediately upon signing and prior to commencement of WORK by the subcontractor.

26. YUTRAFFIC' PROPERTY AND INFORMATION

YUTRAFFIC' property, such as drawings, specifications, data and the like, furnished to the SUPPLIER for performance of the CONTRACT shall remain the property of YUTRAFFIC. Any designs, drawings, dies, molds, tooling, technical data/information, materials, equipment, etc. that the SUPPLIER makes or buys from others for producing or providing the GOODS/SERVICES and charged to YUTRAFFIC' account shall become YUTRAFFIC' property immediately upon manufacture or procurement. All such YUTRAFFIC property shall be marked as property of YUTRAFFIC, shall be held by the SUPPLIER on consignment at the SUPPLIER's risk, and shall be used exclusively to perform the CONTRACT, and shall not be duplicated or disclosed to others. Upon CONTRACT completion, all YUTRAFFIC furnished property shall be returned to YUTRAFFIC in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into GOODS/SERVICES supplies delivered or consumed in the performance of the CONTRACT.

27. WARRANTY AND INDEMNITY

27.1 The SUPPLIER warrants all GOODS/SERVICES furnished under the CONTRACT shall (1) conform to YUTRAFFIC' drawings, specifications or other descriptions; (2) be of good material, design and workmanship and free of defects; (3) be new (not used or reconditioned), merchantable and suitable for the purpose intended. These warranties shall survive inspection, acceptance, and payment. GOODS/SERVICES that do not conform to the above warranties may, at any time within thirty-six (36) months after delivery to YUTRAFFIC, be rejected and returned to the SUPPLIER, at the SUPPLIER's expenses, for correction or replacement. If the SUPPLIER does not correct or replace within a reasonable period of time, YUTRAFFIC may, at its sole discretion, (a) correct or replace the non-conforming GOODS/SERVICES at the SUPPLIER's expenses; (b) demand a reduction in the purchase price; or (c) terminate the CONTRACT without assuming any liability. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of thirty-six (36) months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement. SUPPLIER shall further be liable for damages incurred to YUTRAFFIC in respect of the CONTRACT.

27.2 Defective items shall be returned at the SUPPLIER'S expense and risk.

27.3 The SUPPLIER shall remedy at no charge to YUTRAFFIC any defects in SERVICES that were not due to YUTRAFFIC that appear within thirty six (36) months from the completion of the SERVICES.

27.4 The foregoing warranties are in addition to all other warranties expressed or implied by law, or any warranties of additional scope given to YUTRAFFIC by the SUPPLIER. Neither the foregoing nor anything contained in these terms and conditions shall limit or impair any statutory or any other rights that YUTRAFFIC may have.

27.5 SUPPLIER shall at its expense, defend, indemnify, and hold harmless YUTRAFFIC and its officers, directors, employees, agents, parent, subsidiaries, customers and other affiliates from and against any claim, action, fines,

暂停工作期间, 供应商应保护、保管并确保该部分或全部工作免受任何损害或灭失, 并在获得予途批准前不应继续开展工作。

25. 分包合同复印件

予途同意分包时, 供应商应当在签署分包合同之后立即将分包合同的复印件提交给予途, 并且提交应当在分包商开始工作之前。

26. 予途的财产和信息

为履行合同而提供给供应商的予途的财产, 例如图纸、规格、数据和类似财产, 应当仍然是予途的财产。供应商为生产或提供货物/服务所作的或者从其他方购买的并向予途收费的任何设计、图纸、模具、模型、工具、技术数据/信息、材料、设备等应当自制造或者采购之日起立即成为予途的财产。所有该等予途财产应当被标记为予途财产、由供应商受托持有并承担风险, 并仅为履行合同的目的是使用, 不得复制或披露给他人。完成合同后, 所有予途提供的财产应当以接受时同样的状况返还予途, 允许合理的磨损; 但是该财产已经整合入已交付货物/服务中或者在履行合同中消耗掉的除外。

27. 保证和补偿

27.1 供应商保证, 所有在合同项下提供的货物/服务应当: (1) 符合予途的图纸、规格或者其他要求; (2) 材料、设计和工艺良好, 没有缺陷; (3) 是新的(未使用或翻新), 适销的并适于拟用于的用途。此保证应当在检查、接受和付款后继续有效。不符合上述保证的货物/服务可以在交付给予途后三十六(36)个月内的任何时间被拒绝并返还给供应商以修理或替换, 费用由供应商承担。如果供应商未能在合理时间内修理或替换, 予途可以自行决定: (a) 修理或替换不符的货物/服务并由供应商承担费用; (b) 要求降低采购价格; 或者(c) 终止合同并不承担任何责任。修理和替换本身应当在修理和替换后自交付、重新安装或者通过测试(如有)(以适用的为准)之日起三十六(36)个月内受上述义务的约束。供应商还应负责对于途遭受的合同的损害赔偿。

27.2 缺陷货品的退货费用和 risk 应由供应商承担。

27.3 如果非因予途原因造成的服务中的缺陷在完成服务后三十六(36)个月内出现, 供应商应当修正该等缺陷并不向予途收费。

27.4 上述保证是对法律中明示或默示规定的所有其他保证以及供应商向予途作出的额外范围保证的补充。不论上述规定还是本条款及条件的任何规定均不应限制或损害予途可能享有的任何法定权利或其他权利。

27.5 供应商应当自行承担费用, 就任何第三方提出的产生于、附带于供应商提供的货物/服务的或与该等货物/服务有关的索赔、诉讼、罚款、惩罚和其他赔偿要求进行抗辩、赔

punishment and other requests for compensation made by any third parties arising out of, incident to or in connection with GOODS/SERVICES provided by the SUPPLIER.

28. INSOLVENCY AND BANKRUPTCY

If the SUPPLIER becomes insolvent or bankrupt or makes an arrangement with its creditors or has a receiver appointed or commences to be wound up, YUTRAFFIC may, without prejudicial to any of its rights, terminate the CONTRACT forthwith by notice to the SUPPLIER or any person in whom the CONTRACT have become vested.

29. CONFIDENTIALITY AND PUBLICITY

29.1 The SUPPLIER undertakes that it and the SUPPLIER's personnel, agents and subcontractors will fully respect the confidentiality of YUTRAFFIC' internal business affairs. The SUPPLIER hereby undertakes to treat as confidential all information obtained from YUTRAFFIC or communicated to the SUPPLIER pursuant to the CONTRACT (or through discussions or negotiations prior to the CONTRACT being entered into) or acquired in the performance of the CONTRACT, and will not disclose such information to any person (except to its own employees and then only to employees who need to know the same) and will use such information solely in connection with performing its obligations under the CONTRACT and not for its own benefit or for the benefit of any third party.

29.2 The obligation of confidentiality and non-use of the SUPPLIER shall apply in particular to (a) all information concerning customers of YUTRAFFIC, including knowledge of whether or not someone is a customer of YUTRAFFIC, (b) any personal information of a person be it a customer or any other person such as an employee of YUTRAFFIC, and (c) non-public information about the business of the YUTRAFFIC, such as its organization, operational and technical processes, infrastructure and systems (including hardware and software), products and services, information on employees and contractual relations with third parties (trade and business secrecy). The SUPPLIER is obliged to preserve data secrecy and preserve confidentiality while processing the personal information under this Contract. This obligation of confidentiality and non-use shall not apply to the information:

- (1) which is rightfully in possession prior to the commencement of the negotiations resulting in the CONTRACT; or
- (2) which is already public knowledge or becomes so at a further date (other than as a result of breach of this clause); or
- (3) which is communicated or disclosed to the SUPPLIER by a third party lawfully in possession thereof and entitled so to disclose it.

29.3 The SUPPLIER may disclose the confidential information of YUTRAFFIC as set out in Clause 29.1 if the SUPPLIER is required to do so by any ruling of a governmental or regulatory authority or court or by mandatory law ("STATUTORY REQUIREMENTS"), provided that written notice of such STATUTORY REQUIREMENTS is given immediately to YUTRAFFIC so as to give YUTRAFFIC an opportunity to intervene and provided further that the SUPPLIER uses reasonable efforts to obtain assurance that such confidential information will be treated confidentially. Confidential information which is disclosed in such way must be marked "Confidential". Furthermore, the SUPPLIER shall disclose only the minimum confidential information required to be disclosed to comply with the STATUTORY REQUIREMENTS.

29.4 The SUPPLIER shall not issue any press release or make any public announcement, or disclosure as to the existence of the CONTRACT or its contents, or any aspect of the business relationship contemplated by the CONTRACT without the prior written consent of

偿, 使予途及其管理人员、董事、员工、代理、母公司、子公司、客户和其他关联方免受损害。

28. 无清偿能力和破产

如果供应商失去清偿能力、或者破产、或与其债权人作出任何安排、或者被指定了接收人、或者开始清算, 予途可以立刻通知供应商或者合同的权利受让人终止合同, 而不影响其任何权利。

29. 保密与公开

29.1. 供应商承诺, 其自身以及其员工、代理和分包商会充分尊重予途内部业务事宜的保密性。供应商在此承诺对根据合同(或者, 在合同签署之前的讨论或者协商中)从予途得到或者传递给供应商的或者在履行合同的过程中得到的所有信息保密, 并不会将该等信息披露给任何人(但是其自身雇员除外, 限于需要知悉该等信息的雇员)且仅为与履行其在合同项下的义务有关的目的使用该等信息, 不会为其自身的利益或者任何第三方的利益使用。

29.2. 供应商的保密和不使用义务尤其适用于(a)与予途客户有关的所有信息, 包括了解某人是否为予途的客户; (b)予途的客户或者任何其他人的个人信息, 例如雇员的任何个人信息; 以及(c)关于予途业务的非公开信息, 例如其组织, 运营和技术流程、基础设施和系统(包括硬件和软件)、产品和服务、员工信息以及与第三方的合同关系(贸易和商业保密)。供应商有义务在处理本合同项下的个人信息时保护数据的安全性和机密性。供应商的保密和不使用义务不适用于下述信息:

- (1) 在产生合同的协商开始之前已经合法占有的信息; 或者
- (2) 已经处于公共领域或者后来进入公共领域的信息(但是因为违反本条款而进入公共领域的除外); 或者
- (3) 合法持有并有权披露信息的第三方传递或者披露给供应商的信息。

29.3. 若政府或监管机构或法院的规定要求或强行法要求(“法定要求”), 供应商可以披露第 29.1 条规定的予途的保密信息, 但前提是供应商应立即书面通知予途此等法定要求, 以使得予途有机会介入, 并且供应商应采取合理的努力得到该保密信息将被以保密方式对待的保证。以此等方式披露的保密信息必须被标记为“保密”。此外, 供应商应当在满足法定要求的最小限度内披露保密信息。

29.4. 未经予途事先书面同意, 供应商不得就合同的存在或其内容, 或就合同所预期的商业关系的任何方面, 发表任何新闻, 或作出任何公开声明或披露。

YUTRAFFIC.

30. SETOFF

YUTRAFFIC shall have the right at all times to set off any amount due or payable to the SUPPLIER under the CONTRACT against any claim or charge YUTRAFFIC may have against the SUPPLIER.

31. TERMINATION FOR CONVENIENCE

31.1 YUTRAFFIC may, at any time, on reasonable notice to the SUPPLIER, terminate a PURCHASE ORDER due to YUTRAFFIC's convenience without any cost or liability, save as set forth in Clause 31.2. Upon receipt of such notice of termination, the SUPPLIER shall, unless otherwise specified in such notice, immediately stop all work thereunder or, as the case may be, give prompt written notice to and cause all of its suppliers or subcontractors to cease all related work, and, upon YUTRAFFIC's request, return all related materials provided to the SUPPLIER by YUTRAFFIC under such PURCHASE ORDER.

31.2 YUTRAFFIC shall pay to the SUPPLIER the following amounts without duplication: (a) the contract price for all GOODS and/or SERVICES which have been completed in accordance with the PURCHASE ORDER and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by SUPPLIER in furnishing the GOODS and/or SERVICES under the PURCHASE ORDER, provided, however that, within thirty (30) days after receipt of YUTRAFFIC's termination notice, the SUPPLIER shall provide YUTRAFFIC a comprehensive termination claim, with sufficient supporting documentation and evidence relating to such payment to YUTRAFFIC's satisfaction. In no event shall such payment made under this Clause exceed the total price for the GOODS and/or SERVICES terminated.

32. TIME LIMIT TO EXERCISE TERMINATION RIGHT

Unless otherwise agreed by both Parties, where either Party is entitled to terminate the CONTRACT and/or PURCHASE ORDER provided by this Contract or by law, the termination right shall be excised within three (3) years after this Party has known or should have known about the cause for termination. If the termination is attributable to multiple or repeated events, then the above three-year period shall commence from the date on which this Party has known or should have known about the latest event; if the termination is attributable to a continuous event, then the above three-year period shall commence from the date on which this Party has known or should have known that the continuous event stops.

33. MOST FAVORABLE CUSTOMER

All of the prices, warranties and benefits provided by the SUPPLIER are comparable or better than the equivalent terms being offered by the SUPPLIER to any present customer. If the SUPPLIER shall, during the term of the CONTRACT, enter into arrangements with any other customer providing greater benefits or more favorable terms, the CONTRACT shall thereupon be deemed amended to provide it to YUTRAFFIC.

34. APPLICABLE LAW

The CONTRACT shall be governed by and construed in accordance with the laws of the PRC. The application of the UN-Convention on Contracts for the International Sale of Goods (CISG) is excluded.

35. DISPUTE RESOLUTION

All claims, differences or disputes arising out of or in connection with the CONTRACT, including any question regarding its existence, validity, termination or its performance, or in connection with arrangements regarding the performance of the CONTRACT ("DISPUTE") shall be settled by an amicable settlement between the PARTIES. An

30. 抵销

予途有权在任何时候以予途对供应商的任何索赔或收费抵销在合同项下应向供应商支付的任何到期款项。

31. 因便利而终止

31.1 予途可以随时向供应商发出合理的通知因自身便利而终止采购订单, 且除第 31.2 条的规定外, 予途不对供应商承担任何费用或责任。在收到终止通知后, 除非在该等通知中另有规定, 供应商应立即停止该采购订单下的所有工作, 或根据具体情况, 立即通知并使其所有供应商或分包商停止相关工作。同时, 供应商应按予途要求返还予途已按该等采购订单向其提供的所有相关材料。

31.2 予途应向供应商支付下列尚未支付的费用: (a) 已按照采购订单完成但尚未支付的所有货物和/或服务的合同价款; 和 (b) 供应商为提供采购订单下货物和/或服务而发生的半成品和原材料的实际费用。但前提是, 供应商在收到予途的终止通知之日起的三十 (30) 天内, 应向予途提交一份详细的终止补偿申请单, 并附上令予途满意的与上述款项有关的充分证明材料。无论在何种情况下, 予途根据本条支付的款项均不应超过终止的货物和/或服务的合同总价。

32. 终止权行使的期限

除非双方另有约定, 一方根据合同约定或法律规定有权终止合同和/或采购订单的, 该终止权均可以在一方知道或者应当知道终止事由之日起三 (3) 年内行使。如触发行使终止权的事由有多个或者是重复发生的, 以该方知道或应当知道最后一次发生的终止事由为起算点; 如触发行使终止权的事由是持续发生的, 则自该方知道或应当知道该事由停止时起算。

33. 最优惠客户待遇

供应商提供的所有价格、保证和优惠与供应商向任何现有客户提供的相应条件是相当的或更优的。若供应商在合同期限内与任何其它客户达成安排提供了更大的优惠或更优惠的条件, 合同应被视为已经修订以向予途提供该等优惠。

34. 适用法律

合同应适用中国法律并依照该等法律进行解释。合同不适用《联合国国际货物销售合同公约》(CISG)。

35. 争议解决

因合同产生的或者与其相关的所有请求、分歧或争议, 包括关于合同存在、效力、终止或履行, 或者与合同履行安排有关的任何问题 ("争议"), 应由双方友好解决。如果一方书面通知另一方友好解决的努力已经失败, 该努力应被视为已经失败。

attempt to arrive at an amicable settlement shall be deemed to have failed as soon as one PARTY so notifies the other PARTY in writing.

If amicable settlement has failed, the DISPUTE shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) and be arbitrated by three (3) arbitrators.

The PARTIES agree that arbitrators who are not on CIETAC's panel may be appointed as co-arbitrators or as presiding arbitrator.

35.1 If there are two or more respondents, any appointment of an arbitrator by or on behalf of such respondents shall be by joint agreement between these respondents. If such respondents fail within the time-limit specified by CIETAC Arbitration Rules to agree on such joint appointment, the proceedings against each of them must be separated.

The seat of arbitration shall be Beijing. The language of arbitration shall be Chinese. The arbitration award shall be final and binding upon the PARTIES.

The arbitration award shall be substantiated in writing including any dissenting opinion. The arbitration tribunal shall also decide on the matter of costs of the arbitration and on the allocation of expenditure among the respective PARTIES.

36. RESERVATION CLAUSE

YUTRAFFIC shall not be obligated to fulfill the CONTRACT if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

37. MISCELLANEOUS

37.1 No amendment to the CONTRACT or the supply of GOODS or SERVICES shall be of effect unless agreed in writing by both PARTIES.

37.2 Failure of YUTRAFFIC to enforce compliance with any term or condition of the CONTRACT shall not constitute a waiver of such term or condition.

37.3 If any provision of the CONTRACT is determined invalid or unlawful or unenforceable to any extent such provision shall be severed from the body of the CONTRACT and the remaining thereof shall continue to be valid and enforceable to the fullest extent permitted by law.

37.4 If individual provisions of the CONTRACT are or become ineffective, this shall not affect other provisions. The PARTIES shall amicably attempt to agree on new provisions of equal economic effect to the ineffective provisions they replace.

37.5 The CONTRACT and its attachments constitute the entire agreement between the PARTIES concerning the subject matter hereof, and supersede all prior agreements.

37.6 The CONTRACT is executed in English and in Chinese and both versions shall be equally authentic and valid. In case of any discrepancies or conflicts between the two versions, the English version shall prevail.

38. CORPORATE RESPONSIBILITY IN THE SUPPLY CHAIN

38.1 The SUPPLIER shall comply with the principles and requirements of the "Yutrafic Group Code of Conduct for Suppliers and Third Party Intermediaries and Third Party Intermediaries" attached hereto as Appendix ("CODE OF CONDUCT").

38.2 If requested by YUTRAFFIC, the SUPPLIER shall not more than once a year either – at its option – provide YUTRAFFIC with (i) a written self-assessment in the form provided by YUTRAFFIC, or (ii) a written report approved by YUTRAFFIC describing the actions taken or to be taken by the SUPPLIER to assure compliance with the CODE OF CONDUCT.

38.3 YUTRAFFIC and its authorized agents and representatives and/or a third party appointed by

如果友好解决失败，争议应提交中国国际经济贸易仲裁委员会（CIETAC）由三（3）名仲裁员仲裁解决。

双方同意，不在 CIETAC 仲裁员名单上的仲裁员可以被指定为仲裁员或首席仲裁员。

如果有两个或两个以上的被申请人，则应由他们或他们的代表就该方的一名仲裁员的指定达成一致意见。如果被申请人在 CIETAC 仲裁规则指定的期限内就共同指定未能达成协议，则对他们应分别进行各自的程序。

仲裁地为北京。仲裁语言为中文。仲裁裁决是终局的并对双方具有约束力。

包括反对意见在内的仲裁裁决应以书面作出。仲裁庭应就仲裁费用及其在各方的分配作出裁决。

36. 保留条款

如予途因遵守国内、国际外贸规定或海关规定或任何禁运、制裁规定而无法履行合同，则予途不再承担履行合同的义务。

37. 其它

37.1. 除非经双方书面同意，否则对合同或货物或服务的提供的任何修改没有效力。

37.2. 予途未能强制要求遵守合同的任何条款或条件不构成对该等条款或条件的放弃。

37.3. 若合同的任何条款在任何程度上被认定为无效、违法或不能强制执行，应将该等条款从合同主体中分离，合同的其余条款应在法律允许的最大范围内继续有效和可执行。

37.4. 如合同中的个别条款失效，将不影响其他条款。双方应友好协商达成具有同等经济效果的条款以取代失效的条款。

37.5. 合同及其附件构成双方关于合同标的物的完整合同，并应取代所有先前的协议。

37.6. 合同以英文和中文书就，两种文本同样真实有效。如果两种文本不一致或相互冲突，应以英文文本为准。

38. 供应链中的公司责任

38.1. 供应商应遵守本条款及条件之附录“予途集团-供应商及第三方中间人行为准则”（“行为准则”）的原则和要求。

38.2. 应予途的要求，供应商应，一年不超过一次，按其选择向予途提供 (i) 一份按予途提供的形式填写的书面自我评估，或 (ii) 一份经予途核准的、描述供应商为确保遵守行为准则已经采取或将要采取的行动的书面报告。

38.3. 予途和其授权代理和代表及/或予途指定并能被供应商合理

YUTRAFFIC and reasonably acceptable to the SUPPLIER, shall be entitled (but not obliged) to conduct – also at the SUPPLIER's premises – inspections in order to verify the SUPPLIER's compliance with the CODE OF CONDUCT.

38.4 Any inspection may only be conducted upon prior written notice of YUTRAFFIC, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with the SUPPLIER's business activities nor violate any of the SUPPLIER's confidentiality agreements with third parties. The SUPPLIER shall reasonably cooperate in any inspections conducted. Each PARTY shall bear its expenses in connection with such inspection.

38.5 In addition to any other rights and remedies YUTRAFFIC may have, in the event of (i) the SUPPLIER's material or repeated failure to comply with the CODE OF CONDUCT or (ii) the SUPPLIER's denial of YUTRAFFIC' right of inspection as provided for in Clause 38.3 above, after providing the SUPPLIER reasonable notice and a reasonable opportunity to remedy, YUTRAFFIC may terminate the CONTRACT and/or any PURCHASE ORDER issued thereunder without any liability whatsoever.

38.6 Material failures include, but are not limited to, incidents of child labor, corruption and bribery, serious violation of personal information rights and failure to comply with the CODE OF CONDUCT's environmental protection requirements. The notice and opportunity to remedy provision shall not apply to violations of requirements and principles regarding of the child labor as set out in the CODE OF CONDUCT or willful failures to comply with the CODE OF CONDUCT's environmental protection requirements.

39. EXPORT CONTROL AND FOREIGN TRADE DATA REGULATIONS

39.1 For all GOODS to be delivered and SERVICES to be provided according to the CONTRACT, the SUPPLIER shall comply with applicable export control, customs and foreign trade regulations (hereinafter referred to as "Foreign Trade Regulations"), and shall obtain all necessary export licenses, unless YUTRAFFIC or any party other than SUPPLIER is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.

The SUPPLIER shall advise YUTRAFFIC in writing as early as possible but in no event later than the delivery date, of any information and data required by YUTRAFFIC to comply with all Foreign Trade Regulations for the Goods and Services applicable in the countries of export and import as well as re-export in case of resale. In any case the SUPPLIER shall provide YUTRAFFIC for each Goods and Service:

- (1) the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the Goods is subject to the U.S. Export Administration Regulations; and
- (2) All applicable national export list numbers; and
- (3) The statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
- (4) the country of origin (non-preferential origin) and
- (5) upon request of YUTRAFFIC, SUPPLIER's declaration for preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers) (Export Control and Foreign Trade Data").

39.2 In case of any alterations to origin and/or characteristics of the Goods and Services and/or to the applicable Foreign Trade Regulations the SUPPLIER shall update the Export

接受的第三方, 应有权 (但无义务) 在供应商的场所内进行检查, 以核实供应商对行为准则的遵守情况。

38.4. 任何检查都只能在予途事先发出书面通知后, 在正常的工作时间内按照适用的数据保护法律进行。检查不得合理地妨碍供应商的经营活动或违反供应商与第三方之间的保密协议。供应商应合理配合任何此类检查。每一方应自担上述检查所涉的费用。

38.5. 如果
(i) 供应商严重或多次不遵守行为准则; 或
(ii) 供应商否认予途在以上第 38.3 条中规定的检查权利,

在予途给供应商提供合理的通知和一次合理的补救机会之后, 除予途可能享有的其他权利和救济外, 予途还可以终止合同和/或任何根据其发出的采购订单, 且无须对供应商承担责任。

38.6. 严重不遵守行为准则, 包括但不限于, 使用童工、腐败和贿赂、侵害个人信息权利情节严重者以及不遵守行为准则的环保要求。通知及补救机会的规定不适用于违反行为准则中有关童工的原则和要求以及故意不遵守行为准则中的环保要求的情形。

39. 出口控制和外贸数据规定

39.1. 对所有按照合同交付的货物和提供的服务, 供应商应遵照所有适用的出口控制, 海关和外贸的法规 (以下简称 "外贸法规"), 并应获得所有必要的出口许可, 除非按照适用的外贸法规应由予途或除供应商以外的其他主体申请出口许可。

供应商应尽早 (但在任何情况下不得迟于交付日期) 以书面形式将予途所要求的关于产品和服务的任何信息和数据告知予途, 以遵守适用于出口国、进口国和转售情况下的再出口国的所有外贸法规。在任何情况下, 供应商应就每一产品和服务向予途提供:

- (1) 如果该货物受制于美国出口管理条例, 根据美国商业管制清单确定的 "出口管制分类号" (ECCN); 和
- (2) 所有适用的国家出口清单编号; 和
- (3) 根据现行对外贸易统计商品分类的统计商品代码和海关编码;
- (4) 原产地 (非优惠原产地); 和
- (5) 应予途的要求, 供应商的优惠原产地声明 (对于欧洲供应商而言) 或优惠证书 (对于非欧洲的供应商而言) ("出口管制和对外贸易数据")。

39.2. 如果货物和服务的原产地和/或特性以及/或适用的对外贸易法规有任何变更, 供应商应尽早更新出口控制和对外贸易

Control and Foreign Trade Data as early as possible but in no event later than the delivery date. The SUPPLIER shall be liable for any expenses and /or damages incurred by YUTRAFFIC due to the lack of or inaccuracy of said Export Control and Foreign Trade Data.

40. SAFETY REQUIREMENTS

The SUPPLIER shall read the following safety requirements, and promise to comply with them during the execution of the CONTRACT. They shall be implemented without compromises.

- (1) The SUPPLIER shall set up a safety management system covering manufacturing activities caused by or cohesive to the CONTRACT.
- (2) The SUPPLIER shall provide safe working conditions that are required by Safety Production Law of PRC and applicable laws, regulations, national safety standards or ones of a certain industry.
- (3) The SUPPLIER shall describe the specific actions, programs and procedures that will be implemented to manage risks associated with manufacturing caused by or cohesive to the CONTRACT.
- (4) The SUPPLIER shall ensure that any person admitted to the Site by SUPPLIER shall comply with the relevant safety procedures.
- (5) The SUPPLIER shall regularly do the safety inspection of manufacturing and rectify the nonconformities in time so as to reduce the risk of potential hazards as low as reasonably practical.
- (6) The SUPPLIER shall provide, as a minimum, safety training for the SUPPLIER's personnel to ensure necessary safety knowledge met.
- (7) In the event that the SUPPLIER has failed to comply with applicable safety laws, regulations, standards, or other CONTRACT safety requirements, a safety default notice will be issued to the SUPPLIER by YUTRAFFIC. This notice is a written notification detailing specific aspects of the non-compliant areas for the SUPPLIER to rectify.
- (8) Repeated failure by the SUPPLIER to comply with the CONTRACT safety obligations will entitle YUTRAFFIC to withhold or even partly deduct the payment.

41. SECURITY IN THE SUPPLY CHAIN

- 41.1 The SUPPLIER shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, CTPAT). The SUPPLIER shall protect the goods and services provided to YUTRAFFIC or provided to third parties designated by YUTRAFFIC against unauthorized access and manipulation. The SUPPLIER shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.
- 41.2 In addition to other rights and remedies YUTRAFFIC may have, YUTRAFFIC may terminate the CONTRACT and/or any PURCHASE ORDER issued thereunder in case of breach of these obligations by the SUPPLIER. However, provided that the SUPPLIER's breach of CONTRACT is capable of remedy, YUTRAFFIC' right to terminate is subject to the proviso that such breach has not been remedied by the SUPPLIER within a reasonable grace period set by YUTRAFFIC.

42. ENVIRONMENTAL PROTECTION, DUTIES TO DECLARE, DANGEROUS GOODS

- 42.1 Should the SUPPLIER deliver legally permissible

易数据,但在任何情况下不得迟于交付日期。供应商应对于出口管制和对外贸易数据的缺失和不准确导致的予途产生的费用和遭受的损失负责赔偿。

40. 安全要求

供应商应阅读下列安全要求,并承诺在合同执行过程中严格遵守下述规定。

- (1) 供应商应建立安全生产管理体系,要求体系覆盖合同执行过程中的制造活动;
- (2) 供应商应提供符合《中华人民共和国安全生产法》和有关适用的法律、法规和国家标准或者行业标准规定的安全生产条件;
- (3) 供应商应制定和执行相应的安全规章、制度和操作规程,以管理与合同有关的制造过程中的风险;
- (4) 供应商应确保其批准进入现场的任何人员遵守相应的安全规程;
- (5) 供应商应定期对制造过程进行安全检查,及时消除事故隐患,将风险降低到尽可能低的合理水平;
- (6) 作为最低限度,供应商应对其从业人员进行安全生产教育和培训,保证从业人员具备必要的安全生产知识;
- (7) 如果供应商没有遵守适用的安全法律、法规、标准,或者合同规定的其它安全要求,予途将以书面的形式详细列出供应商的违规行为,通知其整改;
- (8) 如果供应商反复违反合同规定的安全要求,予途将有权暂不付款,甚至扣除部分款项。

41. 供应链的安全性

- 41.1 供应商应当按照基于 WCO SAFE 框架标准(例如, AEO, C-TPAT)制定的为国际公认的相关倡议的要求,采取必要组织指令和措施,尤其在场所安全、包装和运输、商业伙伴、人员和信息安全方面来保证供应链的安全性。供应商应当保证,向予途或予途指定的第三方提供的货物或服务不受未经授权的和操纵。供应商应为这类货物和服务配置可靠的人员,并要求任何分供应商采取同等的安全措施。
- 41.2 若供应商违反上述义务,除了可能拥有的其他权利和救济,予途有权终止合同和/或据此发出的任何采购订单。但是,若供应商的违约行为可予以补救,则仅当供应商没有在予途规定的合理宽限期内对其违约行为进行补救的情况下,予途才能够行使该项终止权。

42. 环境保护,申报义务,危险货物

- 42.1. 若供应商交付的货物可合法销售,但受限于有关物质限制

GOODS, which are, however, subject to statutorily-imposed substance restrictions and/or information requirements (e.g. REACH, RoHS), the SUPPLIER shall declare such substances in the web database BOMcheck (www.BOMcheck.com) or in a reasonable format provided by YUTRAFFIC no later than the date of first delivery of GOODS. The foregoing shall only apply with respect to laws which are applicable at the registered seat of the SUPPLIER or YUTRAFFIC or at the designated place requested by YUTRAFFIC.

- 42.2 Further more, the SUPPLIER shall also declare all substances which are set out in the so-called "YUTRAFFIC list of declarable Substances" applicable at the time of delivery in the manner described above.
- 42.3 Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the SUPPLIER will inform YUTRAFFIC in a form agreed upon between the SUPPLIER and YUTRAFFIC, but in no case later than the date of order confirmation.

43. OTHERS¹

For the provision of GOODS and SERVICES under the CONTRACT, the SUPPLIER shall only use employees who are not listed in the relevant German, European and US-American sanctions lists based on foreign trade legislation.

These lists include, but are not limited to, the US Denied Persons List (DPL), the US Warning List, the US Entity List, the US Specially Designated Nationals List, the US Specially Designated Terrorists List, the US Foreign Terrorist Organizations List, the US Specially Designated Global Terrorists List and the EU's Terrorist List.

44. CYBER SECURITY AND DATA PROTECTION

44.1 General Requirement

- (1) The parties shall comply with all applicable laws relating to cyber security, data security and protection of personal information, including but not limited to the Cyber Security Law, Data Security Law and Personal Information Law of China, its implementing regulations and applicable national/international standards ("Applicable Laws").

The Applicable Laws shall be referred to in the interpretation of this Cyber Security and Data Protection clause e.g. with regard to the definition and scope of personal information, sensitive personal information, important data, national core data, network product, network service, processing as well as data cross-border transfer.

- (2) SUPPLIER shall appoint a special contact person for personal information protection and cyber security related issues and provide YUTRAFFIC with contact details of such person in written form for handling all information security related issues (available during business hours).
- (3) SUPPLIER shall take appropriate organizational and technical measures in accordance with the mandatory requirements of Applicable Laws, as well as reasonable notifications made by YUTRAFFIC from time to time, ensuring the confidentiality, authenticity, integrity and availability of SUPPLIER's Operation, products, services and of all of the data provided by YUTRAFFIC or otherwise made available or accessible. These measures shall be consistent with good industry practice and shall include but not limited to establish an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 or Cybersecurity Multi-level Protection Scheme

及/或信息要求的强制性规定（例如，《化学品注册、评估、许可和限制》（REACH），《危害性物质限制指令》（RoHS）），供应商应在不迟于首次交付货物之日通过网络数据库 BOMcheck (www.BOMcheck.com) 或以予途提供的合理形式报告该等物质。前述规定仅当供应商或予途的注册地，或予途指定的目的地的法律作此要求时适用。

- 42.2. 进一步地，若任何物质符合在交付时适用的所谓“予途申报物质名单”，供应商亦应对所有该等物质按照上述方式申报。

- 42.3. 若根据国际规定，所交付的货物被分类为危险品，供货商应在不迟于确认订单时以供应商和予途约定的形式告知予途。

43. 其他

供应商只能雇用未在基于外貿法规制定的德国、欧盟和美国的制裁清单上的人员提供合同下的货物和服务。

这些清单包括但不限于：美国拒绝往来名单（DPL）、美国警告名单、美国实体名单、美国特定国民名单、美国特定恐怖分子名单、美国外国恐怖组织名单、美国特定全球恐怖分子名单和欧盟的恐怖分子名单。

44. 网络安全与数据保护

44.1. 一般规定

- (1) 双方均应遵守所有与网络安全，数据安全及个人信息保护相关的适用法律，包括但不限于中国网络安全法、数据安全法、个人信息保护法及其实施规定以及适用的国家/国际标准（“适用法律”）。

在解释本网络安全与数据保护条款，例如，关于个人信息、敏感个人信息、重要数据、国家核心数据、网络产品、网络服务、处理，以及跨境数据转移的定义和范围时，应参照适用法律。

- (2) 供应商应指定专门的个人信息及网络安全事务对接人，并向予途书面告知该等对接人信息并提供在营业时间内可联系的联系方式，以联系所有信息安全相关的事宜。
- (3) 供应商应根据适用法律和予途不时合理通知采取适当的组织及技术措施，以确保供应商运营、产品、服务以及予途直接或通过其它方式提供的所有数据的保密性、真实性、完整性及可用性。此等措施应与行业良好实践相一致，包括但不限于建立与例如 ISO/IEC27001 或 IEC62443 标准或网络安全等级保护制度（若适用）相一致的一套适当的信息安全管理体系。“供应商运营”系指供应商在履行合同过程中不时使用或处理的所有资产、流程和系统（包括信息系统）、数据（包括予途数据）、人员和网站。供应商应按照适用法律的规定处理所有其从予途或其关联企业收到的，或其通过其他方式接触到的数据，并且仅为履行本合同的目的在必要的限度内使用该等数据。

¹ This clause only applies to the cases where the SUPPLIER will deploy their own or external employees at YUTRAFFIC' sites. 予途本条款仅在供应商将安排其自身或外部员工在予途场所工作的情形下方适用。

(to the extent applicable). "SUPPLIER's Operation" means all assets, processes and systems (including information systems), data (including YUTRAFFIC data), personnel, and sites, used or processed by SUPPLIER from time to time in the performance of this Contract. SUPPLIER shall deal with all Data received from YUTRAFFIC or its affiliates or otherwise become accessible to the SUPPLIER in accordance with the applicable laws as well as contractual provisions, and shall use all such data for the sole purpose of and to the necessary extent of performing this contract. As far as so requested by YUTRAFFIC, SUPPLIER shall explain in detail how it will handle data transmission, storage and processing of the data it receives from YUTRAFFIC and/or affiliates.

- (4) SUPPLIER shall promptly report to YUTRAFFIC all relevant information security incident occurred or suspected and vulnerabilities discovered in any SUPPLIER Operations if and to the extent YUTRAFFIC is or is likely to be materially affected.
 - (5) SUPPLIER shall provide regular (but no less frequent than annual) training on the data protection and cyber security laws and regulations to its staff. The relevant records shall be kept for safety review (if any) and inspection, etc..
 - (6) SUPPLIER shall take appropriate measures to achieve that its subcontractors (if any) and suppliers shall be bound by obligations similar to the provisions of this Cyber Security and Data Protection Clause.
 - (7) Upon YUTRAFFIC' request, SUPPLIER shall furnish written evidence of its compliance with this Cyber Security and Data Protection Clause including generally accepted audit reports (e.g., SSAE-18 SOC 2 Type II).
 - (8) Upon YUTRAFFIC' request, SUPPLIER shall, to the extent that it relates to the products and/or services supplied by SUPPLIER, assist YUTRAFFIC in fulfilling its statutory and contractual obligations, e.g., assisting YUTRAFFIC in the risk assessment for data cross-border transfer and cybersecurity reviews free of charge. Upon request, the SUPPLIER shall provide the YUTRAFFIC with all information necessary to enable the YUTRAFFIC to fulfill its obligations to notify, record processing activities, conduct risk assessments, and conduct cybersecurity reviews in accordance with the Applicable Laws.
 - (9) SUPPLIER shall fully indemnify YUTRAFFIC and hold YUTRAFFIC harmless from any claims, penalties or damages incurred due to supplier's failure to comply with this Cyber Security and Data Protection clause.
 - (10) SUPPLIER shall provide to YUTRAFFIC all related documentation and the current and readable source code and object code of software developed or converted for YUTRAFFIC.
 - (11) YUTRAFFIC has the right to yearly audit or have audited the SUPPLIER's compliance with the provisions of this Section 44 and applicable laws at the SUPPLIER's relevant site(s) without cause and, in addition, if YUTRAFFIC has a justified suspicion that SUPPLIER is not in full compliance with those provisions, in each case upon reasonable prior notice.
- (4) 应予途要求，供应商应当详细解释其将如何对从予途和/或其关联企业收到的数据进行数据传输、存储及处理。
 - (4) 在予途受到或可能受到实质性影响的情况下，供应商应立即向予途报告任何在供应商运营中已经发生或疑似的信息安全事件以及发现的漏洞。
 - (5) 供应商应为其员工提供有关数据保护和网络安全法律法规的定期培训（频次不得少于每年一次），并留存相关的记录以供安全审查(如有)、检查等。
 - (6) 供应商应采取适当的措施以确保其分包商和供应商（如有）受与本条网络安全和数据保护条款规定的义务类似的义务的约束。
 - (7) 应予途要求，供应商应提供书面证据，包括公认的审计报告（如 SSAE-18 SOC 2 Type II），证明其遵守了本网络安全与数据保护条款。
 - (8) 应予途要求，在与供应商提供的产品和服务相关的范围内，供应商应免费协助予途履行其法定和合同义务，例如，在跨境数据转移的风险评估、网络安全审查（如有）中向予途提供免费协助。一经要求，供应商应向予途提供必要的信息，使得予途能够根据适用法律要求，履行通知义务、记录处理活动、开展风险评估以及进行网络安全审查等义务。
 - (9) 供应商应就其未能遵守本网络安全与数据保护条款而产生的任何索赔、罚款或损害，充分补偿予途，并使予途免受损害。
 - (10) 就为予途开发或转换的软件，供应商应提供所有相关文件以及当前可读的源代码和目标代码。
 - (11) 予途应有权在供应商的相关场所对供应商遵守本 44 条和适用法律的情况进行年度审计或聘请第三方进行审计，而无需提供任何理由；如予途对供应商遵守相关条款存在合理怀疑，可增加审计次数；在任何情况下，予途应合理提前通知。

44.2 Personal Information Protection Undertakings of SUPPLIER

- (1) "Personal information/personal data" means any kind of information related to an identified or identifiable natural person as electronically or otherwise recorded, excluding information that has been anonymized.
- (2) This Clause 44.2 applies to all activities in connection with the handling by SUPPLIER (including SUPPLIER's

44.2. 供应商的个人信息保护承诺

- (1) “个人信息/个人数据”是以电子或者其他方式记录的与已识别或者可识别的自然人有关的各种信息，不包括匿名化处理后的信息。
- (2) 本 44.2 条适用于供应商（包括供应商的员工或其分包商（如有））处理由予途提供的个人信息相关的所有活动。有关提供及处理个人信息的相关项目/事项的说明

staff or its subcontractors (if any)) of the personal information made available to it by YUTRAFFIC. The description of the respective project/matter for and in relation to which the personal information, personal information provided to or handled by SUPPLIER, the purpose of the handling, type of personal information as well as the categories of the data Subjects (an identified or identifiable natural person to whom personal information relate) shall be stipulated in writing in the Appendix 2 to these terms and conditions.

- (3) The YUTRAFFIC has the right to issue instructions to SUPPLIER. These instructions concern the extent, the nature and the procedure for handling of personal information with respect to the project/matter specified in the Appendix 2. Such instructions, any change, cancelation or supplement of/to the instructions shall be made in written form. SUPPLIER shall Process the personal information solely within the scope of the instructions issued by the YUTRAFFIC, unless required to deviate by any applicable laws to which SUPPLIER is subject; in such a case, SUPPLIER shall inform the YUTRAFFIC of these legal requirements prior to handling, unless that law prohibits such information on important grounds of public interest.
- (4) SUPPLIER acknowledges that it is in YUTRAFFIC' sole and absolute discretion to determine the purposes of the Processing of personal information, such purpose being defined in the Appendix 2 of these terms and conditions. SUPPLIER must carry out the handling solely for the purposes agreed upon in this Cyber Security and data protection clause and Appendix 2 and that it must not otherwise handle any personal information at any time, especially not for its own purposes.
- (5) The SUPPLIER shall implement appropriate technical and organizational measures, which include but not limited to the measures as specified in Appendix 2, to protect personal information from unauthorized access, acquisition, disclosure, destruction, alteration, or accidental loss, misuse or damage. The technical and organizational measures can be adjusted during the course of the contractual relationship to adapt to further technical and organizational developments. Material changes shall be agreed in written form
- (6) If personal information handled by this Contract has been or may be divulged, damaged or subject to loss, or unauthorized disclosure or access, SUPPLIER shall take remedial measures immediately and report to YUTRAFFIC within 48 hours.
- (7) SUPPLIER may only use a sub-contractor to carry out any processing of any personal information with prior written consent from YUTRAFFIC.
SUPPLIER must ensure that each sub-contractor: (a) prior to carrying out any processing of any personal information under this CONTRACT has entered into a written contract with SUPPLIER which includes terms equivalent to those in this CONTRACT; and (b) does not process any personal information in contravention of this CONTRACT and the applicable laws. In addition, SUPPLIER shall also ensure that, if required, YUTRAFFIC is entitled to verify the relevant contracts signed by SUPPLIER and the sub-contractor.
Where the sub-contractor fails to fulfill its data protection obligations under such CONTRACT, the SUPPLIER shall remain fully liable to YUTRAFFIC for the non-compliance of that sub-contractor with their data protection obligations.
- (8) Upon YUTRAFFIC' request, SUPPLIER shall assist YUTRAFFIC in the data protection impact assessment. Upon request, SUPPLIER shall provide the YUTRAFFIC with all information necessary to enable the YUTRAFFIC to fulfill its obligations to notify, record processing activities, conduct data protection impact assessments in accordance with the applicable laws.
- (9) SUPPLIER shall support YUTRAFFIC in relation to

明、向供应商提供或由供应商处理的个人信息、处理目的、个人信息类型和数据主体(与个人信息有关的已识别或可识别的自然人)的类别, 均须以书面形式在本条款及条件附录 2 中加以规定。

- (3) 予途有权向供应商发出指令。这些指令涉及附录 2 中规定的处理个人信息的范围、性质和程序。此类指令、指令的任何变更、取消或补充应以书面形式作出。供应商应仅在予途发出的指示范围内处理个人信息, 除非约束供应商的任何适用法律要求偏离该指令; 在这种情况下, 供应商应在数据处理之前将此类法律要求通知予途, 除非该法律因公共利益为重要理由禁止该信息。
- (4) 供应商同意, 由于途全权决定处理个人信息的目的, 该目的在本条款及条件的附录 2 中定义。供应商必须仅出于本网络安全和数据保护条款及附录 2 约定的目的进行处理, 并且不得在任何时候以其他方式处理任何个人信息, 尤其是出于其自身目的。
- (5) 供应商应当采取适当的技术和组织措施, 包括但不限于在附录 2 中所列的技术和组织措施, 以防止个人信息被未经授权访问、使用、获取、披露、销毁、改动、或者出现意外损失、误用或受损。技术和组织措施可在合同关系期间加以调整, 以适应进一步的技术和组织发展。重大变更应以书面形式达成一致。
- (6) 如涉及本合同处理的个人信息发生或可能发生泄露、毁损、丢失的情况, 或者未经授权地被披露或访问, 供应商应立即采取补救措施, 并在 48 小时内向予途报告。
- (7) 只有在事先得到予途的书面同意的情况下, 供应商才能使用分包商进行个人信息处理。

供应商必须确保各分包商: (a) 在根据本合同对任何个人信息进行任何处理之前, 已与供应商签订书面合同, 其中包括与本合同同等的条款; 以及 (b) 不以违反本合同和适用法律的方式处理任何个人信息。此外, 供应商还应当确保, 如果需要, 予途有权核查供应商与分包商签署的相关合同。

如果分包商未能履行其在本合同项下的数据保护义务, 供应商应就分包商未履行其数据保护义务向予途承担全部责任。

- (8) 应予途要求, 供应商应在数据保护影响评估中向予途提供协助。一经要求, 供应商应向予途提供必要信息, 使得予途能够根据适用法律要求, 履行通知义务、记录处理活动、开展数据保护影响评估等义务。
- (9) 供应商应在保障数据主体权利和满足数据主体的要求方面支持予途, 包括但不限于数据主体访问、复制、转移、纠正、删除个人信息; 撤回同意; 注销账户; 限制个人信息处理以及为信息主体提供信息和数据等方面, 并按照予途的指示行事。如果任何数据主体就

safeguarding the rights and fulfilling the requests of the data subjects, in particular in relation to the access, copy, transfer, rectification, erasure of personal information by data subjects; withdrawal of consent; de-registration of accounts; and restriction of the processing of personal information as well as in relation to the provision of information and data for data subjects, and acting in accordance with the instructions of YUTRAFFIC. If any data subject contacts SUPPLIER directly regarding the above rights, SUPPLIER shall inform YUTRAFFIC within 48 hours of receiving such request and assist YUTRAFFIC in responding to it.

- (10) SUPPLIER shall promptly notify the YUTRAFFIC of any queries from a data subject, regulator or any other authority in relation to the Processing of any personal information under this Contract and coordinate all further steps with YUTRAFFIC. SUPPLIER may only issue information to the data subjects after prior instruction from YUTRAFFIC, except that SUPPLIER is legally obliged to provide any such information to the data subjects.
- (11) The SUPPLIER undertakes to immediately stop data processing activities and, pursuant to YUTRAFFIC' instruction return the data to YUTRAFFIC within 5 working days or physically delete the data (including copies), and not to retain the data or its copies in any form in the following circumstances: (a) the expiration or termination of this agreement; (b) the data is not necessary for achieving the purpose of cooperation; (c) it is required by applicable laws; (d) other situations in which YUTRAFFIC considers that it is necessary for the SUPPLIER to delete, destroy or return all or part of the data.
- (12) If the SUPPLIER violates this Article 44.2, YUTRAFFIC has the right to terminate the cooperation between the two parties immediately, and the SUPPLIER shall compensate for all direct and indirect losses suffered by YUTRAFFIC. Meanwhile, the SUPPLIER should take all necessary measures to prevent the spread or further infringement of relevant personal information and data at the first time to eliminate adverse effects. The SUPPLIER will be fully responsible for any negative impact (including but not limited to image, reputation damage, accusation, prosecution and compensation liability, etc.) caused to YUTRAFFIC due to the breach of this Agreement.
- (13) The SUPPLIER can only store and process (including but not limited to collection, storage, use, processing, transmission, provision, disclosure, etc.) the personal information and data within the territory of the PRC, unless the parties expressly agree in the Appendix 2 to this Agreement that the data can be transferred to countries and/or regions outside the People's Republic of China. In this case, the Appendix 2 shall expressly stipulate the specific information about cross-border personal information transfer, including but not limited to the types, processing method, purpose of processing, the recipients and recipient countries and/or regions. SUPPLIER shall comply with the requirements of applicable laws about personal information cross-border transfers.

44.3 Supply of the Network Products and/or Network Services

This Clause 44.3 shall apply if and to the extent SUPPLIER supplies network products and/or network services under the CONTRACT.

- (1) SUPPLIER represents and warrants that either i. the network products and/or network services it supplies have no data collection function; or ii. if the network products and/or network services it supplies have the function of collecting data, SUPPLIER has informed YUTRAFFIC of such data collection function and the scope of the data that will be collected by a written notice. For the purpose of this clause, data includes but not limited to personal information, operation data, business information etc.
- (2) Without prejudice to other obligations of supplier

上述权利直接联系供应商，供应商应在收到此类请求的 48 小时内告知予途，并协助予途予以回应。

- (10) 供应商应将数据主体，监管机构或任何其他机构涉及本合同项下处理任何个人信息的任何查询，立即通知予途，并与予途协调所有进一步的步骤。供应商只能在予途事先指示后向数据主体发布信息，除非供应商在法律上有义务向数据主体提供任何此类信息。
- (11) 若存在下列情形，供应商承诺立即停止数据处理活动并根据予途指示在 5 个工作日内向予途返还数据或对数据进行物理删除（包含副本），并承诺不会以任何形式留存数据或其副本资料：（a）本协议期限届满或终止，或供应商终止提供服务；（b）数据对实现合作目的不再必要的；（c）适用法律要求的；（d）予途认为需要供应商删除、销毁、返还全部或部分数据的其他情形。
- (12) 若供应商有违反本 44.2 条的情形，予途有权立即终止双方的合作，对于因供应商违反本协议而给予途造成损失的，供应商应赔偿所遭受的一切直接和间接损失。同时，供应商应在第一时间采取一切必要措施防止相关个人信息和数据的扩散或受到进一步侵害，尽最大可能消除不利影响。对于因该违约情况给予途带来的任何负面影响（包括但不限于形象、声誉受损，被指控、起诉及赔偿责任等），供应商将承担全部责任。
- (13) 供应商承诺只能在中华人民共和国境内存储以及处理（包括但不限于收集、存储、使用、加工、传输、提供、公开等）本协议项下的个人信息和数据，除非双方在本服务协议附录 2 中明确约定该数据可向中华人民共和国境外的国家和/或地区传输。在该等情况下，附录 2 中应对跨境传输的具体信息（包括但不限于跨境传输所涉的个人信息类型、处理方式、处理目的、接收方和接收方所在国家、地区）进行明确约定。供应商应依照适用法律要求保障个人信息跨境传输行为的合法合规性。

44.3. 网络产品和/或网络服务的提供

如果并且在供应商在合同下提供网络产品和/或网络服务的范围内，本第 44.3 条应适用。

- (1) 供应商陈述并保证，或者 1) 其所提供的网络产品和/或网络服务没有数据收集功能，或者 2) 如果其提供的网络产品和/或网络服务具有数据收集功能，书面方式通知予途该数据收集功能，以及所收集的数据的范围。为本条款的目的，数据应包括但不限于个人信息、运营数据、商业信息等。
- (2) 在不影响供应商在本合同下的其他义务的前提下，当

hereunder, when supplying network products and/or network services, SUPPLIER shall comply with the following requirements:

- a. The network products and/or network services supplied by SUPPLIER shall meet the national and/or industrial standards of the People's Republic of China, if any, and shall comply with all certification and/or inspection requirements if and to the extent applicable. SUPPLIER shall not set any malicious code in the network products and/or network services it supplies. SUPPLIER shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in the network products and/or network services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC62443 or Cybersecurity Multi-level Protection Scheme (to the extent applicable).
- b. SUPPLIER shall inform YUTRAFFIC of any vulnerability and/or defect in the network products and/or network services it supplies within 2 days and shall take actions to remedy such vulnerabilities and/or defects immediately at its own costs. Such notification and remediation obligations shall survive the expiration of the warranty period and shall exist until YUTRAFFIC notifies SUPPLIER in writing that no such notification or remediation is needed anymore.
- c. SUPPLIER shall provide security maintenance services (including but not limited to repair, update, upgrade and provision of patches remedying vulnerabilities) for the network products and/or network services it supplies within the lifetime of the network products and/or network services. Such security maintenance services shall be provided free of charge within the warranty period or any other longer period agreed between the parties or required by applicable laws.
- d. SUPPLIER shall provide to YUTRAFFIC a bill of materials identifying all third party software components contained in the network products and/or network services. Third-party software shall be up-to-date at the time of delivery to YUTRAFFIC.
- e. SUPPLIER shall grant to YUTRAFFIC the right, but YUTRAFFIC shall not be obliged to test or have tested the network products and/or network services for malicious code and vulnerabilities at any time, and shall adequately support YUTRAFFIC.

供应商提供网络产品和/或网络服务时，应遵守下述义务：

- a. 供应商所提供的网络产品和/或网络服务应当符合中华人民共和国国家和/或行业标准（如有），并且若适用并在适用的范围内，应符合所有认证和/或检测要求。供应商不得在其提供的网络产品和/或网络服务中设置恶意程序。供应商应执行与良好行业惯例以及例如 ISO/IEC27001 或 IEC62443 或网络安全等级保护制度标准（若适用）一致的适当的标准、流程和方法以避免、识别、评估以及修补任何在网络产品和/或网络服务中存在的漏洞、恶意程序和安全事件。
- b. 供应商应当在 2 日内告知予途其所提供的网络产品和/或网络服务存在的任何漏洞和/或缺陷，并且应立即自行承担费用采取措施对该漏洞和/或缺陷进行补救。该通知和补救义务在质保期结束后仍然有效，直到予途书面通知供应商此等通知或补救已无必要。
- c. 供应商应当在相关网络产品和/或网络服务的生命周期内为其提供的网络产品和/或网络服务提供安全维护服务（包括但不限于维修、更新、升级、提供修复漏洞的补丁等）。供应商应在质保期内或双方约定的或适用法律规定的其他更长期间内免费提供此等安全维护服务。
- d. 供应商应向予途提供一张材料清单，列明所有在网络产品和/或网络服务中包含的第三方软件组件。第三方软件在交付给予途时应是最新的。
- e. 供应商应授权予途（但予途并无义务）随时就恶意代码和漏洞测试或使网络产品和/或网络服务被测试，并且应向予途提供充足的支持。

44.4 Security Review

If the products and/or services of YUTRAFFIC and/or YUTRAFFIC' customer are subject to cyber/data security review under Applicable Laws, and if such security review is pertinent to the products and/or services supplied by SUPPLIER hereunder, SUPPLIER shall fully cooperate in such inspection and security review at its own costs. SUPPLIER shall ensure its sub-suppliers in the supply chain of the products and/or services it supplies fully cooperate in the said inspection and security review without incurring any additional costs to YUTRAFFIC or YUTRAFFIC' customers. SUPPLIER undertakes not to take advantage of the provision of products or services to illegally obtain or control user data or illegally control or operate users' equipment and not to interrupt product supply or necessary technical support services without justifiable reasons.

44.5 Data provided to YUTRAFFIC

- (1) This Clause 44.5 applies to all activities in connection with the handling by YUTRAFFIC of the data made available to it by SUPPLIER. SUPPLIER shall inform YUTRAFFIC by a written notice whenever SUPPLIER provides YUTRAFFIC with or gives YUTRAFFIC access to personal information (e.g. personal information of SUPPLIER's employees), national core data, important data and/or other data subject to protection under applicable laws (collectively as "Data") so as to enable YUTRAFFIC to deal with such Data in a way in compliance with the applicable laws.
- (2) When providing YUTRAFFIC with or giving YUTRAFFIC access to the Data, SUPPLIER is obliged to create the prerequisites required by applicable laws, so that YUTRAFFIC may, for the purposes of performing the CONTRACT and/or other reasonable purposes relating to the CONTRACT (e.g. project management, supplier management, etc.), collect, process/entrust a third party to process, use, transfer to a third party, share with a third party, disclose or transfer abroad the Data without any violation of the applicable laws. SUPPLIER hereby represents, warrants and covenants: (1) the Data provided to YUTRAFFIC is lawfully collected and provided and does not infringe the right to privacy, personal information, trade secrets or other lawful rights and interest of others; (2) SUPPLIER is obliged to create the prerequisites required by applicable law (including any data protection impact assessment or any government assessment or approval (if any)), so as to enable YUTRAFFIC to, for the purpose of performing the Contract or other reasonable purposes relating to the Contract, collect, process/entrust a third party to process, use, transfer to a third party, share with a third party, disclose or transfer abroad the Data without any breach of applicable laws.
- (3) YUTRAFFIC has formulated a YUTRAFFIC Business Partner Privacy Notice to specify how YUTRAFFIC processes and protects the personal information of the contact person at YUTRAFFIC' customers, suppliers and partners e.g. with regard to the categories of personal information processed, the purposes of the processing (e.g. performing promotion activities and ensuring compliance with YUTRAFFIC Business Partner compliance screening obligations (to prevent white-collar or money laundering crimes) etc.), transfer and disclosure of personal information, retention period, data subject's rights, and data privacy contact etc. SUPPLIER is obliged to create the prerequisites required by applicable laws, so that YUTRAFFIC may process the personal information of the contact person of SUPPLIER in a way as specified in the YUTRAFFIC Business Partner Privacy Notice (including any amendment thereof made from time to time) without violating the law. In particular, SUPPLIER has truthfully notified the relevant individuals of the following matters in clear and plain language, including but not limited to (a) the type, retention period and processing method (including but not limited to sharing, disclosure and cross-border transmission) of personal information

44.4. 安全审查

如果根据适用法律，予途和/或予途客户的产品和/或服务应接受网络安全或数据安全审查，并且该安全审查与供应商在本合同下提供的产品和/或服务有关，供应商应当充分配合该等检查和安全审查，并且自行承担相关费用。供应商应当确保其产品和/或服务供应链上的次级供应商充分配合该等检查和安全审查，并且不应给予途及予途客户造成额外费用。供应商承诺不利用提供产品和服务的便利条件非法获取用户数据、非法控制和操纵用户设备，无正当理由不中断产品供应或必要的技术支持服务等。

44.5. 向予途提供数据

- (1) 本第 44.5 条适用于予途处理由供应商提供的数据相关的所有活动。每当供应商向予途提供或使予途可以接触到个人信息（例如供应商雇员的个人信息）、重要数据、国家核心数据和/或其他受适用法律保护的数据（合称“数据”）时，供应商应当以书面形式告知予途，以使予途可以以符合适用法律的方式处理该等数据。
- (2) 当供应商向予途提供或使予途可以接触到数据时，供应商有义务创设适用法律所要求的先决条件，以使予途可以为履行合同之目的和/或其他与合同相关的合理目的（例如项目管理、供应商管理等）收集、处理/委托第三方处理、使用、转让给第三方、与第三方共享、披露或者是向境外转移此等数据，而不违反适用法律。供应商在此声明、承诺与保证：(1) 供应商所提供数据的收集与提供是合法的，不存在侵犯他人隐私权、个人信息、商业秘密或其他合法权益之情形；(2) 供应商有义务创设满足适用法律规定的前提条件（包括数据保护影响评估或任何政府评估或批准（如有）），从而使予途可以为履行合同或其他与合同有关的合理目的合法地收集、处理/委托第三方处理、使用、转让给第三方、与第三方共享、披露或向境外转移数据。
- (3) 予途已经制定了予途商业合作伙伴个人信息保护声明，以规定予途如何处理及保护予途客户、供应商和合作伙伴的联系人的个人信息，例如关于处理的个人信息的类别、处理的目的（例如进行市场推广活动以及确保遵守（为预防白领犯罪或洗钱而进行的）商业合作伙伴筛查义务等）、个人信息转让和披露、保留期限、个人信息主体的权利以及个人信息保护联系人等。供应商有义务创设适用法律所要求的先决条件，以使予途可以根据予途商业合作伙伴个人信息保护声明（包括之后不时的修改）处理供应商联系人的个人信息，而不违反适用法律。特别注意的是，供应商已以清晰明了的语言如实地向相关个人信息主体告知以下事项，包括但不限于：(a) 供应商基于本合同目的向予途提供个人信息的种类、处理方式（包括但不限于共享、披露和向境外传输）、保存期限；(b) 予途的名称及联系方式；(c) 个人信息主体行使其法定权利的方式和程序；(d) 法律、行政法规规定应当告知的其他事项。此外，在适用法律要求的情况下，供应商应获得个人就予途向境外传输数据的单独同意。予途商业合作伙伴个人信息保护声明可通过以下链接获得：
：
http://w2.siemens.com.cn/download/siemens_Business_Partner_Privacy_Notice-cn.pdf

provided by SUPPLIER to YUTRAFFIC based on the purpose of this Contract; (b) YUTRAFFIC's name and contact details; (c) the way and procedure for the individual to exercise his/her rights; and (d) any other circumstance as provided by law or administrative regulations. In addition, where required by Applicable Laws, SUPPLIER shall obtain separate consent from the individual regarding personal information cross-border transmission by YUTRAFFIC. The YUTRAFFIC Business Partner Privacy Notice can be found by the below link:

http://w2.siemens.com.cn/download/Siemens_Business_Partner_Privacy_Notice-en.pdf

- (4) SUPPLIER shall keep written proof for its fulfilment of the obligations set out under this clause, and make the written proof available to YUTRAFFIC for review upon request.
 - (5) The above paragraphs shall apply no matter the provision of or access to Data is made upon the request of YUTRAFFIC, or is initiated by SUPPLIER.
 - (6) SUPPLIER shall notify YUTRAFFIC immediately of any complaints of data subjects, objections or requests of a competent supervisory authority, breaches of this clause or provisions of statutory law or in case of a reasonable suspicion of such complaints, requests or violations. SUPPLIER shall take remediation actions and measures immediately and shall inform YUTRAFFIC of the remediation actions and measures that are taken without undue delay.
- (4) 供应商应当保留其完成上述义务的书面证据，并且若予途要求，应将该等书面证据提交给予途审阅。
 - (5) 无论是供应商应予途要求向予途提供或使予途接触到数据，或是供应商主动提供给予途或使予途接触到数据，上述条款都同样适用。
 - (6) 供应商应将数据主体的任何投诉、主管监督机构的反对或要求、对本条款或法律条款的违反、或对上述投诉、要求或违反的合理怀疑立即告知予途。供应商应当立即采取补救行为和措施，并且应无不当延迟地通知予途其采取的补救行为和措施。

Yutrafic Group Code of Conduct

for Suppliers and Third Party Intermediaries

予途集团 —— 供应商及第三方中间人行为准则

This Code of Conduct defines the basic requirements placed on the suppliers and third party intermediaries of the Yutrafic Group concerning their responsibilities towards their stakeholders and the environment. The supplier and/or third party intermediary declares herewith to:

本行为准则规定了有关予途产品及服务供应商及第三方中间人应对其利益相关人以及环境承担的责任的基本要求。供应商和/或第三方中间人在此声明:

Legal Compliance

遵守法律

- Comply with the laws and regulations of the applicable legal systems.
遵守适用法律体系中的法律和法规。

Human Rights and Labor Practices

人权以及劳动行为

To ensure respect of all internationally proclaimed human rights by avoiding causation of and complicity in any human rights violations, heightened attention shall be paid to ensuring respect of human rights of specifically vulnerable rights holders or groups of rights holders such as women, children or migrant workers, or of (indigenous) communities.

确保尊重所有国际公认的人权，不从事或参与任何侵犯人权的行为，尤其确保弱势个体及群体（如妇女、儿童、移徙工人或土著居民）的人权得到尊重。

➤ Prohibition of Forced Labor

禁止强迫劳动

- Neither use nor contribute to slavery, servitude, forced or compulsory labor and human trafficking.不得实施或助长奴役、劳役、强迫劳动和贩卖人口等行为。

➤ Prohibition of Child Labor

禁止雇用童工

- Employ no workers under the age of 16 or, in those countries subject to the developing country exception of the ILO Convention 138, employ no workers under the age of 14.
不雇用未满十六（16）周岁的员工；或者在不违背国际劳工组织（ILO）公约第 138 号规定的发展中国家例外的前提下，在这些国家不雇用未满十四（14）周岁的童工。
- Employ no workers under the age of 18 for hazardous work according to ILO Convention 182.
根据 ILO 公约第 182 号规定，不雇用未满 18 岁的员工从事有害工作。
- If the age standard for prohibiting the employment of child labor as stipulated by applicable laws and regulations is higher than the above age standard, the relevant laws and regulations shall be complied with.
如果适用的法律法规所规定的禁止雇用童工的年龄标准高于上述年龄标准，应适应相关法律法规。

➤ Non-Discrimination and Respect for Employees

禁止歧视、尊重员工

- Promote equal opportunities and treatment of employees, irrespective of skin color, race, nationality, ethnicity, political affiliation, social background, disabilities, gender, sexual identity and orientation, marital status, religious conviction, or age.

为员工提供平等的机会和待遇，无差别对待不同肤色、种族、国籍、民族、政治立场、社会背景、残疾与否、性别、性身份与取向、婚姻状况、宗教信仰或年龄等。

- Refuse to tolerate any unacceptable treatment of individuals such as mental cruelty, sexual harassment or discrimination including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative.

拒绝容忍以任何无法接受的方式对待个人，例如精神虐待、性骚扰或性别歧视，包括与性别的、强迫性、威胁性、污秽的或剥削性有关的手势、语言和身体接触等行为。

➤ Working Hours, Wages & Benefits for Employees

员工的工作时间、工资和福利

- Recognize the legal rights of workers to form or join existing trade unions and to engage in collective bargaining; neither disadvantage nor prefer members of employee organizations or trade unions.

承认员工组建工会或加入现有工会并参与集体谈判的合法权利；对待员工组织或工会成员，应秉持一视同仁的态度。

- Adhere to all applicable working-hours regulations globally.
在全球范围内遵守所有适用的工作时间规定。
- Pay fair wages for labor and adhere to all applicable wage and compensation laws globally.
支付公平的酬劳，并遵守全球范围内所有适用的工资和薪酬法律。
- In the event of cross-border personnel deployment adhere to all applicable legal requirements, especially with regard to minimum wages.
在跨境派遣人员时，遵守所有适用的法律要求，特别是关于最低工资的要求。

➤ Health & Safety of Employees

员工的健康与安全

- Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions.
遵守有关职业健康和安全的适用法规和国际标准，为员工提供安全的工作环境。
- Provide training to ensure employees are educated in health & safety issues.
提供培训，确保员工接受健康和安全教育。
- Establish a reasonable occupational health & safety management system¹.
建立合理的职业健康和安全管理¹体系。

➤ Grievance Mechanism

举报机制

- Provide access to a protected mechanism for their employees to report possible violations of the principles of this Code of Conduct.
建立保护员工的举报机制，鼓励员工举报任何潜在违反本准则的行为。

Environmental Protection

环境保护

- Act in accordance with the applicable statutory and international standards regarding the environment. Minimize environmental pollution and make continuous improvements in environmental protection.
按照适用的环境保护法定标准和国际标准行事。减少环境污染，不断完善环境保护措施。
- Establish a reasonable environmental management system¹.
建立合理的环境管理体系¹。

Fair Operating Practices

公平经营

➤ Anti-Corruption and Bribery

反对腐败和贿赂

- Tolerate no form of and do not engage directly or indirectly in any form of corruption or bribery and do not grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage. This includes to renounce from giving or accepting improper facilitation payments.

不容忍任何形式的直接或间接的腐败贿赂行为，不以影响官方行为或获取不当利益为目的，向公职人员或私营领域的交易对方授予、提供或承诺任何有价值物，包括不得给予或接受不当的通融费。

➤ **Fair Competition, Anti-Trust Laws and Intellectual Property Rights**

公平竞争、反垄断法与知识产权

- Act in accordance with national and international competition laws and do not participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors.
依照国家和国际通用的竞争法行事，不参与限定价格、划定市场或客户、分割市场或与竞争对手操纵投标等活动。
- Respect the intellectual property rights of others.
尊重他人的知识产权。

➤ **Conflicts of Interest**

利益冲突

- Avoid and/or disclose internally and to Yutrafic all conflicts of interest that may influence business relationships, and to avoid already the appearance thereof.
避免或披露有可能产生影响业务关系的利益冲突行为或信息，包括企业内部以及予途。

➤ **Anti-Money Laundering, Terrorism Financing**

反洗钱、反资助恐怖主义

- Not directly or indirectly facilitate money laundering or terrorism financing.
不得直接或间接参与洗钱或资助恐怖主义。

➤ **Data Privacy**

个人信息和隐私

- Process personal data confidentially and responsibly, respect everyone's privacy and ensure that personal data is effectively protected and used only for legitimate purposes.
以保密和负责的方式处理个人信息，尊重每个人的隐私，并确保个人信息得到有效保护并且只能用于合法目的。

➤ **Export Control and Customs**

出口控制与海关

- Comply with the applicable export control and customs regulations.
遵守适用的出口控制和海关条例。

Responsible Minerals Sourcing

负责任的矿产采购

- Take reasonable efforts to avoid in its products the use of raw materials which originate from Conflict-Affected and High-Risk Areas and contribute to human rights abuses, corruption, the financing of armed groups or similar negative effects.
采取适当措施，避免在产品中使用来自受冲突影响和高风险地区原材料，避免造成侵犯人权、腐败、资助武装团体或类似的负面影响。

Supply Chain

供应链

- Use reasonable efforts to make its suppliers comply with the principles of this Code of Conduct.
采取适当措施，使次级供应商遵守本行为准则。
- Comply with the principles of non-discrimination with regard to supplier selection and treatment.
在选择和对待供应商方面，遵守非歧视原则。

Description of Data Handling

数据处理情况的描述

1. The project/matter:
项目/事项

(Description of the project/matter for and in relation to which the personal information is provided by Yutrafic to the Supplier for further handling)

(予途将个人信息提供给供应商做进一步处理的项目/事项和相关事宜的说明)

.....

2. Purpose of the data handling:
数据处理的目的:

.....

3. Types of data:
数据类型:

Data categories 数据类别	List of specific data used 所用特定数据的列表

.....

4. Categories of data subjects:
数据主体类别

Data subject 数据主体	Description 说明

5. The technical and organizational measures shall be adopted by the SUPPLIER
供应商应采取的技术和组织措施:

[Note: the technical and organizational measures can be adjusted or enhanced in accordance with actual requirements, please consult Legal and DPO for any such adjustments. 注: 可根据实际情况增加或调整适用的技术和组织措施要求, 但任何调整应当征求 Legal 和 DPO 的意见]

- a. Premises Access Control: Unauthorized persons must be prevented from gaining physical access to premises, buildings or rooms, where data processing systems which process the personal information (“Data Processing System”) under this Agreement are located; persons should be deemed as without due authorization if their processing activities are not correspond to the tasks assigned to them (examples of measures: specifying authorized individuals; using badge readers; locking of rooms; video surveillance and alarm devices with reference to access areas); exceptions may be granted for the purpose of auditing the facilities to third party auditors as long as they are supervised by the SUPPLIER and do not get access to the personal information itself.

场所门禁控制: 必须禁止未经授权人员进入根据本协议处理个人信息的数据处理系统 (“数据处理系统”) 所在的场所、建筑物或房间; 如果人员的活动与分配给他们的任务不相符, 则该人员应被视为未获授权适当人员 (措施示例: 指定授权人员、使用证件阅读器、房间上锁、对访问区域进行视频监控并设置报警装置等); 如果出于第三方审核人员审核设施之目的, 在第三方审核人员在供应商的监督下行事且不会访问个人信息本身的情况下, 第三方审核人员可获得门禁控制豁免。

- b. **Remote Access:** SUPPLIER's information systems shall be designed to prevent unauthorized access by remote means including via internet or otherwise.

远程访问：在供应商信息系统的设计中，应防止通过包括互联网或其他方式在内的远程方式进行未经授权的访问。

- c. **Data Access Control:** Persons entitled to use any Data Processing System must gain access only to the data to which they have right and necessity of access in order to perform their duties, and that they are only able to access the personal information within the scope and to the extent covered by their respective access right. Personal information must not be read, copied, modified or removed without authorization in the course of Processing or use and storage (examples of measures: restriction on access to files and programs based on a "need-to-know-basis"; prevention of use/installation of unauthorized hardware and/or software; storing data carriers in secured areas; establishing rules for the safe and permanent destruction of data carriers that are no longer required).

数据访问控制：有权使用数据处理系统的人员必须获得相应的权限，只能访问他们有权访问和出于履行其职责而必须访问的数据，且他们只能访问其各自访问权限范围内的个人信息。在处理或使用和储存个人信息的过程中，在未经授权的情况下，不得阅读、复制、修改或删除个人信息（措施示例：根据“有必要知悉”的原则，限制文件及程序的访问；防止使用/安装未经授权的硬件和/或软件；将数据载体存储在安全区域；建立安全和永久销毁不再需要的数据载体的规则）。

- d. **Cybersecurity Control:** The SUPPLIER shall maintain the cybersecurity of the Data Processing Systems, and take measures such as data categorization, back-up and encryption of data to ensure the confidentiality, integrity and effectiveness of the Data Processing Systems.

网络安全控制：供应商应当维护根据本协议处理个人信息的数据处理系统的网络安全，采取数据分类、数据备份、加密等技术措施确保数据处理系统的保密性、完整性和有效性。

- e. **Data Processing Records:** The SUPPLIER shall keep complete and accurate data processing records, record any person's behavior of inputting, copying, modifying or deleting data during data processing, and record the specific implementation subject, time and implementation reasons to prove that the data processing activities comply with the requirements of this Agreement.

数据处理记录：供应商应保持完整准确的数据处理记录，记录任何人在数据处理过程中对数据进行输入、复制、修改或删除的行为，并记录具体实施主体、时间以及实施原因，以证明其数据处理活动符合本协议要求。

- f. **Development of Internal Security System:** The SUPPLIER shall develop internal security management rules and operating procedures, designate appropriate persons and departments in charge of cybersecurity, personal information and data protection in accordance with the applicable laws.

内部安全制度制定：供应商应制定内部安全管理制度和操作规程，根据适用法律的要求指定网络安全、个人信息和数据保护负责人和负责部门。

- g. **Network Operation Monitoring:** The SUPPLIER shall take technical measures to monitor and record the status of network operation and cybersecurity incidents and preserve relevant weblogs for not less than six months as required.

网络运行状态监测：供应商应采取监测、记录网络运行状态、网络安全事件的技术措施，并按照规定留存相关的网络日志不少于六个月。

- h. **Emergency Plan Formulation:** The SUPPLIER shall develop emergency response plans for cybersecurity incidents, and dispose system bugs, computer viruses, network attack, network intrusion and other security risks in a timely manner. When any incident endangering cybersecurity occurs, the SUPPLIER shall immediately initiate the emergency response plan, take corresponding remedial measures, and report it to the regulator or any other authority in accordance with the applicable laws.

应急预案制定：供应商应当制定相应的数据安全事件应急预案，及时处置系统漏洞、计算机病毒、网络攻击、网络侵入等安全风险；在发生危害网络安全的事件时，立即启动应急预案，采取相应的补救措施，并根据适用法律向有关主管部门报告。

- i. Any further statutory or contractual requirements for technical and organizational measures remain unaffected by the above clauses.

上述约定不影响任何法定的或合同约定的关于采取其他技术或组织措施的要求。