

# INFINEUM TERMS AND CONDITIONS FOR PURCHASE OF SERVICES

## 润英联服务购买条款

### 1. INTERPRETATION

#### 解释

1.1 In these Conditions (except where the context requires otherwise):

在本服务购买条款中(除按上下文须作他解):

“**Agreement**” means the purchase order and/or the document describing Services, the specific commercial terms and any special conditions relating to those Services;

“**协议**”系指购买订单及/或载明服务及与服务有关的具体商业条款及特别条件的文件;

“**Contract**” means the Agreement and the Conditions to the exclusion of any other conditions including any standard terms and conditions of Contractor;

“**合同**”系指协议及本服务购买条款, 不包括承包商标准条款等其他条款;

“**Contractor**” means the party named in the Agreement providing Services to Infineum;

“**承包商**”系指协议中载明的向润英联提供服务的一方;

“**Force Majeure**” means any circumstance which cannot be foreseen, avoided and overcome by the party affected including, without limitation, strikes (including strikes involving a party's own employees), shortage of labour materials or utilities, government action, riots, rebellion or extreme weather conditions, unless otherwise expressly provided in these Conditions;

“**不可抗力事件**”系指受影响一方不能预见、不能避免并不能克服的任何情况, 包括但不限于罢工(包括涉及一方本身雇员的罢工)、劳动力、材料或公用事业短缺、政府行为、暴乱、叛乱或极端天气状况, 本服务购买条款另行明文约定除外;

“**Infineum**” means the Infineum party named in the Contract;

“**润英联**”系指合同中载明的润英联一方;

“**Infineum Affiliate**” means any member of the Infineum group of companies (in addition to the contracting Infineum entity) having common ultimate parent entities each owning or controlling, directly or indirectly, fifty percent (50%) of the shares, voting powers or other evidence of ownership;

“**润英联关联方**”系指具有共同的最终母公司实体, 并且每一该共同最终母公司实体直接或间接拥有或控制其百分之五十(50%)股权、表决权或其他所有权凭证的润英联集团的任何公司成员(签约的润英联实体除外);

“**Information**” means all information or data of Infineum or its Affiliates except for information or data that (a) at the time of disclosure is in the public domain or which, after disclosure, enters the public domain except as a result of a breach of the Contract or any other obligation of confidentiality; (b) is provided to Contractor by a third party, except where the third party is subject to a confidentiality obligation to maintain this information in confidence; (c) is independently developed for Contractor by employees of Contractor who had no access to the confidential or proprietary information of Infineum or its Affiliates; or (d) was in Contractor's possession prior to disclosure under the Contract without confidentiality restrictions;

“**信息**”系指润英联或其关联方的信息或数据, 下述信息或数据除外: (a) 在披露之时已经公开或在披露之后非因违反合同或其他保密义务而公开; (b) 由第三方向承包商提供, 第三方对之负有保密义务的除外; (c) 由不能接触润英联或其关联方的保密或专有信息的承包商雇员独立为承包商开发; 或(d) 在合同项下披露之前已由承包商持有且不受任何保密限制的信息或数据;

“**Insolvent**” means where a party makes a general assignment for the benefit of creditors or institutes a proceeding seeking to adjudicate such party as bankrupt or insolvent or seeking protection of relief from creditors or seeking liquidation, winding up, or rearrangement, reorganization or adjustment of the party or its debts, or seeking the entry of an order for the appointment of a receiver, trustee or other similar official for the party or for all or a substantial part of the party's assets, or where any proceeding of the type herein described is instituted against a party and remains undismissed or unstayed for a period of one hundred twenty (120) days;

“**资不抵债**”系指一方为债权人利益进行全面转让、提起要求认定该方破产或资不抵债、或要求破产保护、或要求对该方或其债务进行清算、解散或重组、重整或整顿、或要求下令对该方或其全部或绝大部分资产指定接管人、信托人或其他类似的诉讼, 或一方遭受上述任何诉讼且该诉讼未在一百二十(120)日的期间被驳回或被中止;

“**Services**” mean the services which are the subject of the Contract;

“**服务**”系指属于合同标的的服务;

“**Service Level Indicators**” means the indicators, if any, included in the Agreement, used to check Contractor's performance in providing Services. “**服务水平指标**”系指协议中载明、用于衡量承包商提供服务水准的指标(若有)。

1.2 Except where it is otherwise expressly provided in the Contract, where rights or obligations are given to or imposed upon “Infineum” then such

rights or obligations may be exercised or discharged by an Infineum Affiliate.

除在合同中另行明文约定的外, 若对“润英联”授予或设定任何权利或义务, 则该权利或义务可由润英联关联方行使或履行。

1.3 If there is any conflict between the Conditions and the Agreement, the terms of the Agreement shall take precedence.  
若本服务购买条款与协议有任何抵触, 则以协议为准。

### 2. TERM AND TERMINATION

#### 期限和终止

2.1 Services will be supplied by Contractor to Infineum for the fixed term set out in the Agreement unless terminated earlier as set out below.

承包商在协议中载明的固定期限内向润英联提供服务, 除非根据如下约定提前终止。

2.2 Infineum has the right to terminate the Contract in whole or in part at any time by written notice to Contractor. In such case, Contractor may claim only properly supported direct costs plus a reasonable amount of demonstrable overhead for work already performed, all to be determined in accordance with generally accepted accounting principles. For specially made goods unique to the Contract, any partially completed work or raw materials whose full costs are included in the above termination charges, will be identified in writing and held by Contractor for disposal in accordance with Infineum's written instructions.

润英联有权给予承包商书面通知后, 在任何时候全部或部分终止合同。在这样的情况下, 承包商仅可追索已完成的工作具有适当证明的直接成本加上合理金额的可证明的营运费, 均按通用会计准则确定。对于专为合同定制的产品, 全部成本包括在上述终止费中的任何部分完成的工作或原材料, 应于书面标明、由承包商保存、以便按照润英联的书面指示处理。

2.3 Either Infineum or Contractor may terminate the Contract immediately by notice in writing if the other has become Insolvent.

润英联和承包商在另一方资不抵债的情况下均可经给予书面通知立即终止合同。

2.4 If either Infineum or Contractor commits a material breach of the Contract and fails to remedy that breach within thirty (30) days of having received from the non-defaulting party a written notice specifying the breach and requiring it to be remedied, then the non-defaulting party will be entitled to terminate this Contract immediately by giving written notice. Termination will be without prejudice to any other rights or remedies available.

若润英联或承包商严重违反合同且未在收到守约方指明违约并要求补救的书面通知后三十(30)日内予以补救, 则守约方有权经给予书面通知立即终止合同。终止合同不影响所可享有的任何其他权利或救济。

2.5 Contractor's obligations which by their nature extend beyond the term of the Contract, including without limitation those set out in Conditions 5, 9.3, 11, 14 and 21, will survive any termination or expiration of the Contract. 根据性质超越合同期限的承包商义务, 包括但不限于第5条、第9.3条、第11条、第14条及第21条所列义务, 不随合同的终止或期满而终止。

### 3. PRICE AND PAYMENT

#### 价格及支付方式

3.1 The price for Services is set out in the Agreement. The price is inclusive of all expenses, costs and charges incurred by Contractor in the performance of its obligations under the Contract, save for those, if any, separately itemised in the Agreement. The price is exclusive of value added or sales taxes which will be added, where applicable.

服务的价格在协议中载明。价格包括承包商在履行其于合同下的义务的过程中所发生的所有成本、费用和开支, 协议中另行列明的(若有)除外。价格不包括增值税或销售税(若适用), 上述税费另行计付。

3.2 Services will not be invoiced earlier than the date of their performance. Contractor will only submit a single invoice in any calendar month for all Services performed in the previous month, if any.

服务履行之前不会出单收款。承包商在任何公历月均可就上个月履行的服务(若有)提交一次账单。

3.3 Provided that invoices are correct in all material respects, Infineum will pay invoices by the 60<sup>th</sup> day of the date of invoice unless stated otherwise in the Agreement.

在账单在所有主要方面均正确无误的前提下, 润英联将在账单日期后60日内结付账单, 除非在协议中另行约定。

3.4 In the event that Contractor fails in any way to perform its obligations under the Contract, then Infineum may offset, as appropriate, any performance or payment due by Infineum under this or any other agreement between the parties.

若承包商在任何方面未能履行其于合同下的义务, 润英联可以以之抵消润英联于双方之间任何其他协议下的任何付款或其他义务, 若适用。

### 4. WARRANTIES

#### 保证

4.1 Contractor warrants that:

承包商保证:

4.1.1 all Services will be performed in a competent, professional, efficient and timely manner utilizing the highest standards of care and practice in the industry and in accordance with the Service Level Indicators;

所有服务均以适格、专业、高效和及时的方式、采用行业最高谨慎标准和规范、按照服务水平指标予以履行；

4.1.2 it possesses the requisite skills and knowledge in the applicable field and, at all times during the term of the Contract, will maintain all licences, if any, necessary to perform the Service;

其拥有有关领域的必要的技能和知识，在合同期间的任何时候均将保有履行服务所需的一切执照（若需）；

4.1.3 when performing any part of the Contract at any site owned, leased, or otherwise operated by or on behalf of, or for the benefit of or otherwise in connection with Infineum /any Infineum Affiliate (the "Infineum Site") it will comply and cause its sub-contractors to comply with the Infineum Site policies, where these have been communicated to Contractor, as if reference to Infineum employees/site employees were replaced by references to employees of Contractor and/or its sub-contractors;

在由或代表润英联/任何润英联关联方或为润英联/任何润英联关联方的利益拥有、租用或以其他方式经营的、或在其他方面与润英联/任何润英联关联方有关的任何现场（“润英联现场”）履行任何合同，其将遵守并督促其分包商遵守润英联向其告知的润英联现场规定，如同承包商及/或其分包商的雇员按照润英联雇员/现场雇员的同等要求/标准遵守有关规定。

4.1.4 where Services include the provision of any materials by Contractor, they will be of satisfactory quality and (where this has been communicated to Contractor) be fit for purpose;

若服务包括由承包商提供任何材料，该材料将质量合格满意且(若告知承包商指定用途)适合于指定用途；

4.1.5 Services may be used free of any rightful claim of any third party by way of infringement of any patents, designs, design rights, trade marks, copyright or other similar rights whether registered or not. Services will be used free of any third party by way of infringement of any patents, designs, design rights, trade marks, copyright or other similar rights whether registered or not. Services will be used free of any third party by way of infringement of any patents, designs, design rights, trade marks, copyright or other similar rights whether registered or not. Services will be used free of any third party by way of infringement of any patents, designs, design rights, trade marks, copyright or other similar rights whether registered or not.

服务的使用不受任何第三方关于侵犯任何专利、设计、设计权、商标、著作权或其他类似权利(不论是否注册)的权利主张的影响；

4.2 If Contractor is in breach of any of the warranties set out in Condition 4.1, or otherwise fails to perform its obligations under the Contract, Infineum will be entitled to require Contractor, without prejudice to any other remedies, to:

若承包商违反第 4.1 条所列任何保证，或在其他方面未能履行其于合同下的义务，润英联有权要求承包商采取如下措施，其任何其他救济不受影响：

4.2.1 re-perform Services promptly (and/or replace any materials as appropriate) to a standard acceptable to Infineum at no extra cost and any Services so re-performed will be warranted on the same basis as provided in Condition 4.1; and/or

立即重新履行服务（及/或更换任何材料，若适用），达到符合润英联要求的标准，不收额外费用，如此重新履行的服务将同样符合第 4.1 条的保证；

4.2.2 compensate Infineum for all losses it incurs as a result of such breach or failure to perform including the costs of Infineum itself assuming the performance of Services or using a replacement contractor to perform and/or rectify any defects in Services.

赔偿润英联因该违约或未能履约而蒙受的一切损失，包括润英联自行履行服务或使用替代承包商履行服务及/或纠正任何服务缺陷的费用；

4.3 Contractor will use its best efforts to ensure that all warranties provided by sub-contractors and (in the case of materials procured for Services) manufacturers are either assigned to or made available for Infineum's benefit. A copy of each such written warranty will be delivered to Infineum. Contractor will use its best efforts to ensure that all warranties provided by sub-contractors and (in the case of materials procured for Services) manufacturers are either assigned to or made available for Infineum's benefit. A copy of each such written warranty will be delivered to Infineum. Contractor will use its best efforts to ensure that all warranties provided by sub-contractors and (in the case of materials procured for Services) manufacturers are either assigned to or made available for Infineum's benefit. A copy of each such written warranty will be delivered to Infineum.

承包商将尽其最大努力确保由分包商及(就为服务而采购的材料而言)制造商所提供的一切保证均转让给润英联或使润英联成为受益人。每份上述书面保证均应提交润英联一份。

## 5. INTELLECTUAL PROPERTY 知识产权

Contractor will grant a non-exclusive free of charge licence to Infineum to use all intellectual property of the Contractor necessary to receive and use the results of Services for its own benefit and the benefit of the Infineum Affiliates. Contractor will grant a non-exclusive free of charge licence to Infineum to use all intellectual property of the Contractor necessary to receive and use the results of Services for its own benefit and the benefit of the Infineum Affiliates. Contractor will grant a non-exclusive free of charge licence to Infineum to use all intellectual property of the Contractor necessary to receive and use the results of Services for its own benefit and the benefit of the Infineum Affiliates.

承包商将授予润英联为其自身利益及润英联关联方利益而接收和使用服务成果所需的一切承包商知识产权的非专属性、免使用费的许可。

## 6. COMPLIANCE WITH LAWS 遵守法律

6.1 Infineum and Contractor will comply with all relevant legal and regulatory requirements and all appropriate non-statutory codes of practice of governmental and other agencies, associations, bodies and regulatory

authorities having jurisdiction, authority or relevance with regard to the Services.

润英联和承包商均将遵守一切有关法律法规以及对服务有管辖权、管理权或其他关系的政府及其他机关、团体、协会和监管机构的规定。

6.2 Where applicable to Services, Contractor will provide adequate information to Infineum on or before the start of the performance of Services as to any conditions necessary to ensure that Services are carried out safely and without risks to health.

在适用的情况下，承包商将在履行服务之日或之前就确保安全、无健康风险地履行服务所需具备的任何条件向润英联提供充分的信息。

6.3 Upon notice to Contractor and for any lawful reason Infineum may in its discretion require the immediate removal from any Infineum Site of any employee or sub-contractor of Contractor, including without limitation in the case where such employee or sub-contractor fails to comply with the health, safety and security rules and/or policies in place at the Infineum Site or in Infineum's opinion poses a threat to the safe operations of the Infineum Site or the working environment of its employees or contractors. Upon notice to Contractor and for any lawful reason Infineum may in its discretion require the immediate removal from any Infineum Site of any employee or sub-contractor of Contractor, including without limitation in the case where such employee or sub-contractor fails to comply with the health, safety and security rules and/or policies in place at the Infineum Site or in Infineum's opinion poses a threat to the safe operations of the Infineum Site or the working environment of its employees or contractors. Upon notice to Contractor and for any lawful reason Infineum may in its discretion require the immediate removal from any Infineum Site of any employee or sub-contractor of Contractor, including without limitation in the case where such employee or sub-contractor fails to comply with the health, safety and security rules and/or policies in place at the Infineum Site or in Infineum's opinion poses a threat to the safe operations of the Infineum Site or the working environment of its employees or contractors.

经通知承包商，基于任何合法理由，润英联可以自主决定要求将承包商的任何雇员或分包商立即撤出任何润英联现场，上述理由包括但不限于该雇员或分包商未能遵守润英联现场的健康、安全和保安规则及/或规定，或润英联认为对润英联现场或其雇员或承包商的工作环境的安全作业构成威胁。

## 7. BUSINESS ETHICS 商业道德

7.1 Contractor will ensure that invoices and accounts are full and accurate, payments from Infineum are received exclusively on Contractor's own account and no part of them are transferred or promised in any way to any official, employee, representative or agent of any government or political party.

承包商将确保账单和账目完整、准确，润英联的付款完全由承包商自行收受，没有任何部分以任何方式转给或承诺转给任何政府或政党的官员、雇员、代表或代理。

7.2 Contractor will not offer, solicit, accept or pay a bribe, kickback, facilitation payment or other improper payment directly or indirectly (such as by using an agent or third party) in any form for any reason in connection with the Agreement (including the performance of the Agreement) or any dealings with or in behalf of Infineum or its Affiliates. For clarity, a facilitation payment is considered to be a payment to a public official, which is not officially required, to enable or speed up a routine function which the official is otherwise obligated to perform, and a kickback is considered to be the giving or accepting of money, gifts or anything of value that is provided in return for favourable treatment. Charitable donations must not be used as a cover or substitute for a bribe, kickback, facilitation payment or other improper payment. This sub-clause applies equally to transactions involving foreign or domestic government officials or employees (including officials or employees of state owned enterprises) and to transactions involving persons representing public or private companies, whether in the conduct of domestic or international business. Further, Contractor will establish precautions to prevent its employees, agents, representatives and sub-contractors from offering, soliciting, accepting or paying any bribe, kickback, facilitation payment or other improper payment in connection with the Agreement (including the performance of the Agreement) or any dealings with or on behalf of Infineum or its Affiliates.

承包商不会通过任何方式、基于任何理由、就协议（包括协议的履行）或就其与润英联或其关联方的任何交易直接或间接（如通过代理或第三方）提供、索取、接受或支付任何贿赂、回扣、疏通费或其他不当款项。为明确起见，疏通费系指为促使或加快公务员履行其正常职责而向其支付的非正式的费用，回扣系指给予或收受货币、礼品或任何贵重物品，作为优惠待遇的回报。慈善捐款不得用作贿赂、回扣、疏通费或其他不当款项的掩饰或替代。本款普遍适用于涉及外国或本国政府官员或雇员（包括国有企业的官员或雇员）的交易，以及涉及上市或非上市公司代表的交易，不论国内或国际业务。此外，承包商将采取防范措施，防止其雇员、代理、代表及分包商就协议（包括协议的履行）或就其与润英联或其关联方或其代表的任何交易提供、索取、接受或支付任何贿赂、回扣、疏通费或其他不当款项。

7.3 Contractor will not offer, solicit, accept or make any substantial gifts, extravagant entertainment or any payment or benefits to or from Infineum's or its Affiliates' employees, their families or third parties concerned with the Agreement. Further, Contractor will establish precautions to prevent its employees, agents, representatives and sub-contractors from making or offering gifts, and/or providing entertainment, payments, loans, or other consideration, for the purpose of influencing any act or decision.

承包商不会向润英联或其关联方的雇员或其亲属或与协议有关的第三方提供、索取、收受或赠送任何贵重礼品、豪华娱乐或任何款项或利益。此外，

- 承包商将采取防范措施，防止其雇员、代理、代表及分包商赠送或提供礼品、及/或提供娱乐、款项、贷款或其他对价，以影响任何行为或决定。
- 7.4 At Infineum's request, Contractor will cooperate fully with any due diligence actions or documentation required by Infineum to ensure compliance with anti-bribery and corruption ("ABC") laws, regulations, practices and the requirements set out in this clause 7. This includes, without limitation, any request by Infineum for Contractor to complete and sign periodic ABC compliance certification documentation.
- 根据润英联的要求，承包商将全面配合进行或提供润英联所要求的任何调查或文件，以确保遵守反贿赂和腐败（“ABC”）法律、法规、规范和本第7条的要求，其中包括但不限于润英联要求承包商定期填写和签署ABC合规证明文件。
- 7.5 Contractor will notify Infineum promptly upon discovery of any instance where Contractor fails to comply with this clause.
- 承包商发现其有未能遵守本条约定的任何情况，将立即通知润英联。

## 8. INSURANCE 保险

- 8.1 Contractor will have in force, and will require any subcontractor employed by it to have in force, insurance against liabilities for death of, or injury to, any person, and loss of, or damage to any property arising out of or relating to the Contract. Such insurance will be for such amount as Contractor deems necessary, but in any event for at least the amount specified in the Agreement for each and every incident.
- 承包商将保有、并要求其所聘请的任何分包商保有因合同而发生或与合同有关的人身伤亡及财产损失、损坏的责任保险。上述保险的保额由承包商按照合适的数额确定，但在任何情况下应不少于协议中约定的每次事故的保额。
- 8.2 The insurance specified in Condition 8.1 will extend to indemnifying Infineum against any claim for which Contractor or any sub-contractor may be legally liable under the Contract.
- 以上第8.1条所述保险还将对润英联所遭受的、在合同下可由承包商或其分包商承担法律责任的索赔予以赔偿。
- 8.3 If Contractor will fail upon request to produce to Infineum satisfactory evidence that there is in force the insurances required under the Contract, then and in such case Infineum may effect and keep in force any such insurance and pay such premium or premiums that may be necessary for the purpose and from time to time deduct the amount so paid from any monies due or which may become due to Contractor or recover the same as a debt due from Contractor.
- 若承包商未能按照要求向润英联出示其保有合同下所要求的保险的充分证明，润英联可以办理并保有上述任何保险、支付必要保费、并不时从应向或将向承包商支付的款项中扣除上述保费或将上述保费作为承包商所欠债务向承包商追索。

## 9. AUDIT 检查

- 9.1. Contractor will keep and cause its subcontractors to keep accurate documentation relating to the performance of Services.
- 承包商将做好并促使其分包商做好关于服务履行的准确的文件记录。
- 9.2. Infineum will be entitled to audit Contractor's compliance with the terms of the Contract upon prior written notice and during normal working hours. Contractor will accordingly give and will cause its sub-contractors to give access to Infineum and its authorised representatives to premises, appropriate personnel and documentation relating to Services. Contractor will take prompt corrective action to rectify deficiencies identified.
- 润英联有权给予事先书面通知、在正常工作时间内，对承包商遵守合同条款的情况进行检查。承包商将允许并促使其分包商允许润英联及其授权代表进入、询问及查阅与服务有关的场地、人员及文件。承包商将及时采取纠正措施纠正所发现的不足之处。
- 9.3. The provisions of Condition 9 will be applicable during the term of the Contract and for a period of three year following its termination or expiry.
- 第9条的约定在合同期内及合同终止或期满后三年内适用。

## 10. ANNOUNCEMENTS / USE OF INFINEUM'S NAME 公告/润英联名称的使用

Without Infineum's prior written consent, Contractor will neither make public announcements regarding the Contract nor use the name and/or trademarks of Infineum or its Affiliates in promotional material.

未经润英联事先书面批准，承包商不会发布关于合同的公告，或在宣传材料中使用润英联或其关联方的名称及/或商标。

## 11. INDEMNITY 赔偿

Contractor will indemnify and hold Infineum and its Affiliates harmless from: 对于下列事项，承包商将对润英联及其关联方予以赔偿，保证其免受损害：

11.1 any third party claims, demands and causes of action for intellectual property infringement or personal injury, death or loss of or damage to

property resulting from Contractor's negligence, wilful misconduct, wrongful act or omission or breach of the Contract;

任何第三方就知识产权侵权或因承包商的过失、故意不当行为、过错或疏忽或违反合同所致的人身伤亡或财产损失或损坏而产生的索赔、要求及诉讼；

- 11.2 any claims, demands and causes of action by any governmental or regulatory authority resulting from Contractor's non compliance with legislation including failure to account for or late payment of any tax, social or welfare contributions due by Contractor in respect of its employees involved in the provision of Services.

任何政府或监管机关因承包商不遵守法律，包括未能申报或迟延缴纳与其参与服务履行的雇员有关任何税费、社会或福利基金，而产生的任何索赔、要求及诉讼。

## 12. SUBCONTRACTORS 分包商

12.1 Contractor will not sub-contract any Services save to those sub-contractors approved in advance in writing by Infineum from time to time. 除经润英联事先书面批准的分包之外，承包商不会分包任何服务。

12.2 Contractor will ensure that its sub-contractors comply with the terms of the Contract to the extent applicable to Services that they provide. Contractor however will be liable to Infineum for any default on the part of the sub-contractors and no provision of the Contract will be deemed to create a contractual relationship between Infineum and any sub-contractor.

承包商将确保其分包商遵守由其提供的服务所适用的合同条款。但承包商将就分包商的任何违约对润英联承担责任，合同中没有任何约定将被视为在润英联和任何分包商之间建立合同关系。

## 13. DATA PROTECTION 数据保护

Infineum and Contractor will each notify the relevant authorities as required under the relevant data protection legislation applicable to it and comply with the requirements of that legislation, as set out from time to time. Infineum and Contractor each confirms that in the event it is processing personal data on behalf of the other, it will act solely on the instructions of that other party. Infineum and Contractor each confirms that it has undertaken appropriate measures against unauthorized or unlawful processing of data, accidental loss or damage to data.

润英联和承包商将分别按照其所适用的有关数据保护法律的要求给予有关机关通知，并遵守上述法律。润英联和承包商分别确认，若其代表另一方处理个人数据，其将唯一按照另一方的指示办理。润英联和承包商分别确认，其已采取适当措施防止未经授权或非法处理数据、及数据的意外丢失或损坏。

## 14. CONFIDENTIALITY 保密

14.1 Contractor agrees that it will at all times both during the term of the Contract and for a period of three (3) years after its termination for non-technical Information (including but not limited to pricing, business, plans, etc) and ten (10) years after its termination for technical Information (including but not limited to product specifications, formulations, compositions, etc) keep confidential, and will not use (other than strictly for the purposes of the Contract) and will not without the prior written consent of Infineum disclose to any third party any Information.

承包商同意，其在合同期内及合同终止后三（3）年内（对于非技术信息，包括但不限于定价、业务、计划等）和合同终止后十（10）年内（对于技术信息，包括但不限于产品规格、配方、成分等）任何时候，均对所有信息予以保密、不会使用（严格为合同目的除外）且不会未经润英联事先书面同意而向任何第三方披露。

14.2 To the extent necessary to implement the provisions of the Contract (but not further or otherwise), Contractor may disclose Information to any relevant governmental or other authority or regulatory body and to any employees of Contractor as may be reasonable or desirable, provided that before such disclosure, Contractor will notify Infineum of the persons to whom Contractor intends to disclose Information to, makes those persons aware of its obligations of confidentiality under this Contract and will use its best endeavours to obtain a binding undertaking as to confidentiality from all such persons.

根据执行合同约定的需要（但不超出必要的范围或方式），承包商可向任何有关政府或其他机关或监管机构及承包商的任何雇员合理、适当地披露信息，但在如上披露之前，承包商将通知润英联承包商准备披露信息的对象，向披露对象告知其于合同下的保密义务，并尽力向其取得有约束力的保密承诺。

14.3 On termination, all documents and other records (in whatever form) containing Information supplied to or acquired by Contractor from Infineum or its Affiliates will be returned promptly to Infineum or destroyed by Contractor on Infineum's instructions. No copies will be kept by Contractor.

合同终止，**润英联**或其关联方向**承包商**提供或**承包商**向**润英联**或其关联方取得的所有包含信息的文件和其他记录（不论何种形式）将由**承包商**根据**润英联**的指示立即归还**润英联**或予以销毁。**承包商**不会保留任何副本。

## 15. **FORCE MAJEURE** **不可抗力**

15.1 Neither Infineum nor Contractor will be liable for failure to fulfill its obligations under this Contract nor for delay in performance thereof to the extent that such failure or delay is caused by an event of Force Majeure, provided that the party affected gives notice in writing to the other party as soon as possible of its becoming aware of any Force Majeure circumstance. For the avoidance of doubt, breakdown or unavailability of plant or other facilities, shortage of labour, materials or utilities or delays or failures by sub-contractors will not constitute Force Majeure unless they are caused by circumstances which cannot be foreseen, avoided, overcome and reasonably controlled by the party affected.

由于**不可抗力事件**造成**润英联**或**承包商**未履行或延迟履行其在**合同**下的义务，**润英联**或**承包商**均无须对此承担责任，但是受影响方应在知道任何**不可抗力**情况后尽快向对方发出书面通知。为避免异议，工厂或其他设施故障或缺、劳动力、原料或公用设施短缺、或分包商延误或违约不构成**不可抗力事件**，除非是由受影响方不能预见、不能避免、不能克服且不能合理控制的情况所引起。

15.2 The notice required in Condition 15.1 will contain full details of the problem, its likely duration and action being taken to remedy it, and progress reports will be regularly supplied from time to time or when otherwise requested.

**第 15.1 条**要求的通知将包括问题的详情，其可能持续的时间和所采取的补救行动，并不时或按照另行要求提供进展报告。

15.3 All times for performance whether fixed or estimated will be deemed to be duly extended for the period that Force Majeure circumstance prevails.

无论确定或估计的所有履行时间，将按**不可抗力事件**的持续时间视为相应延长。

15.4 Notwithstanding any provision of the Agreement, Infineum will be free to purchase from other contractors any Services which Contractor fails to perform in accordance with the Contract.

无论**协议**有何规定，对于**承包商**未按照**合同**履行的**服务**，**润英联**可以自由向其**其他承包商**购买。

## 16. **ASSIGNMENT** **转让**

Contractor may not assign or transfer any of its rights and obligations under the Contract without the prior written consent of Infineum, such consent not to be unreasonably withheld. Infineum may assign any or all of its rights or transfer any or all of its obligations to an Infineum Affiliate or to a successor or other transferee of its business without consent.

未经**润英联**事先书面同意（不得无理无故不予同意），**承包商**不得转让或转移其在**合同**下的任何权利和义务。**润英联**无需同意即可向其**关联方**或继任者或其他业务受让人转让或转移其任何或所有权利或义务。

## 17. **INDEPENDENT CONTRACTOR** **独立承包商**

Contractor will transact all business pursuant to the Contract as an independent contractor on its own behalf and for its own account and except as expressly provided otherwise in the Agreement, has no power or authority to act as agent or otherwise for the account of or on behalf of Infineum.

**承包商**按照**合同**代表其自身和以其自身名义作为**独立承包商**进行所有交易，除**协议**中另行明确规定的，没有权力或授权以**润英联**代理的身份或代表**润英联**或以**润英联**名义开展活动。

## 18. **ENTIRE AGREEMENT, SEVERABILITY, AMENDMENTS, WAIVER, RIGHTS** **完整协议、可分割性、修改、弃权、权利**

18.1 The Contract constitutes the entire understanding between Infineum and Contractor with respect to the subject matter of the Contract and supersedes all prior agreements, negotiations and discussions, either oral or written, between them relating to the subject matter of the Contract.

**合同**构成**润英联**和**承包商**有关**合同**事项的完整谅解，取代以前有关**合同**事项的所有协议、谈判和讨论，无论口头或书面。

18.2 The Contract can be amended only by mutual agreement of Infineum and Contractor in writing signed by their respective duly authorized representatives and referencing the Contract, unless expressly specified otherwise in relation to any particular term of the Contract.

除非有关**合同**的任何特定条款另有明确规定，只有经**润英联**和**承包商**协商一致，且由其各自正式授权代表签署修改**合同**的书面**协议**，才可对**合同**予以修改。

18.3 If any portion of the Contract is held invalid, illegal or unenforceable by a court, tribunal or other authority of competent jurisdiction, the remaining portions will continue to be valid and enforceable unless enforcement of the remaining portions significantly alters the economic and legal substance of the transactions governed by the Contract.

如果**合同**的任何部分被有管辖权的法院、仲裁庭或其他机构认定为无效、非法或不可强制执行，其余部分将继续有效且可强制执行，除非执行其余部分实质性改变了**合同**下的交易的经济和法律意图。

18.4 The failure of Infineum to enforce or otherwise exercise any right under the Contract will not be deemed to be a waiver of that right nor operate to bar the enforcement or other exercise of such right at any time or times thereafter.

**润英联**未执行或行使**合同**下的任何权利不视为对该权利的放弃，不妨碍在其后的任何时间执行或行使该权利。

18.5 The rights and remedies of Infineum under the Contract are cumulative, and not exclusive of any rights or remedies that it may have under the general law. Infineum may exercise each of its rights as often as it believes appropriate.

**润英联**在**合同**下的权利和救济可以叠加，不排除其在法律下所可享有的任何权利或救济。**润英联**在其认为适当的情况下可以行使其每一项权利。

## 19. **NOTICES** **通知**

Unless expressly provided to the contrary in the Agreement, any notice, demand or other communication required or permitted under the Contract will be deemed sufficiently given if in writing and (i) hand delivered; or (ii) sent by post or facsimile to the respective addresses set out in the Agreement or to such other address as Infineum and Contractor may from time to time communicate in writing to the other. The notice, demand or other communication, (i) if hand delivered, will be deemed to have been received on the date of delivery; (ii) if sent by post, will be deemed to have been received three (3) business days following the day of posting; and (iii) if sent by facsimile, will be deemed to have been received two (2) hours following the time stated on the facsimile sheet as the case may be.

除非**协议**另有明确的相反规定，**合同**要求或允许的任何通知、要求或其他通讯，采用书面方式，且按照**协议**所载的地址或**润英联**和**承包商**可能不时书面通知对方的其他地址(i)专人递送；或(ii)邮寄或传真，应即视为充分发送。通知、要求或其他通讯，(i)如果专人递送，在递送日视为收悉；(ii)如果邮寄，在邮寄后三(3)个工作日视为收悉；及(iii)如果传真，传真页上所示时间的二(2)小时后视为收悉，视情况而定。

## 20. **THIRD PARTY RIGHTS** **第三方权利**

Unless expressly provided otherwise, nothing in the Contract expressed or implied is intended or can be construed to confer upon or give to any third party any rights (including without limitation enforcement rights), remedies, benefits or basis for reliance upon, under or by reason of the Contract. For the present purposes, "third party" does not include the parties to the Contract, their respective successors or their permitted assigns."

除非另行明确规定，**合同**未明示或暗示其有意或可以被解释为赋予或给予任何第三方于**合同**下的任何权利（包括但不限于强制执行权）、救济、权益或信赖利益。此处“第三方”不包括**合同**当事方、其各自的继任者或其受许可的受让人。

## 21. **GOVERNING LAW** **适用法律**

Any dispute arising out of or relating to the Contract, including the validity and interpretation of the Contract and non-contractual disputes and claims, is governed by and enforced in accordance with the laws set out in the Agreement without reference to its conflicts law. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts set out in the Agreement.

因**合同**产生或与**合同**有关的任何争议，包括**合同**的合法性和解释问题及**合同纠纷**和索偿，适用**协议**中载明的法律并依照该法律执行，但不包括其冲突法。双方在此不可撤销地接受**协议**所载明的法院之非专属管辖。

## 22. **LANGUAGE** **语言**

These Conditions are written in both English and Chinese. In the event of any inconsistency, the English shall prevail.

**本服务购买条款**以中英文书就。若有不一致，以英文本为准。