

**INGREDION GROUP OF AFFILIATES (CHINA) –**

**STANDARD TERMS AND CONDITIONS FOR PURCHASE OF SERVICES**

1. **SERVICES, DELIVERABLES; RELATIONSHIP OF THE PARTIES.**

- (a) **SERVICES AND DELIVERABLES.** Service Provider shall perform the activities and tasks (the “**Services**”) and provide the Deliverables (defined in Section 3) specified in a statement of work issued hereunder and signed by both parties (“**Statement of Work**” or “**SOWs**”). Each SOW shall be substantially in the form set forth in Schedule 1 attached hereto and incorporate by reference the terms of this Agreement. In the event of a conflict or ambiguity between the terms of this Agreement and a SOW, the terms of this Agreement shall govern and control. Ingredion may order and purchase Services in such quantities as it determines necessary, in its sole discretion, with no minimum volume requirement or future purchase obligations. All items to be delivered by Service Provider to Ingredion under this Agreement will be delivered as instructed by Ingredion. To the extent that software, digital assets, diskettes, manuals and instructions, and other similar items are a part of the Deliverables or of any other materials delivered to Ingredion and used by Service Provider to perform the Services, such Deliverables and such other materials will be delivered by Service Provider to Ingredion (a) solely via email, in a secure fashion via FTP over the Internet, or by another electronic means requested by Ingredion and Ingredion will not accept delivery of any such Deliverables or such other materials by any other means and (b) together with the source code for all software, any associated documentation, and programming
- (b) **CHANGES.** Ingredion shall have the right at any time to make reasonable changes in writing to any SOW as to scope, duration, deliverables, resources and place of performance. If Service Provider can prove any such Ingredion changes cause an increase or decrease in the cost or the time required for the delivery of any Services, the Parties shall agree upon an equitable adjustment which shall be made to the applicable SOW by amendment in writing in accordance with Section 8(b).

2. **PAYMENT, WARRANTY AND AUDIT**

- (a) **FEES, EXPENSES AND TAXES.** Subject at all times to subsection 2(f) below, the price payable by Ingredion to Service Provider for the Services is set forth in the Statement of Work and is subject to adjustment for any applicable Credits (“**Price**”). As to the Services to be performed and the Deliverables to be provided, in no event will Ingredion be obligated to pay Service Provider any more than the maximum fee amount stated in, or calculated pursuant to, the Statement of Work. Ingredion will not pay for any overtime, unless expressly set forth in the Statement of Work. Ingredion’s obligation to pay any costs or expenses will be subject to (i) Ingredion granting its prior written approval of anticipated expenses, (ii) compliance with Ingredion’s travel and expense policy (as updated by Ingredion from time to time), and (iii) Service Provider’s furnishing reasonable substantiation of such costs and expenses. Unless otherwise agreed in the applicable SOW, out of pocket expenses cannot exceed 10% of total fees payable under the applicable SOW. Sales, use or other applicable government taxes shall be deemed included in the Price set forth in this Agreement, unless expressly set forth as separate line items.
- (b) **MOST FAVORED CUSTOMER.** Service Provider represents and warrants to Ingredion that the prices, terms, warranties and benefits granted by Service Provider in this Agreement are comparable, or no less favorable, to the terms being offered by Service Provider to any present customer that is purchasing the same or similar Services. If, during

the term of this Agreement, Service Provider sells or agrees to provide Services to any third party on more favorable terms including, without limitation, a lower price, then Ingredient shall be entitled to purchase such Services at the same terms and this Agreement (including the applicable SOW) shall be amended to provide such terms to Ingredient or Ingredient, at its option, may terminate this Agreement without liability.

- (c) INVOICES. Unless otherwise set forth in a SOW, Service Provider shall provide official invoices (*fapiao*) monthly in arrears for Services rendered and out-of-pocket expenses incurred during the preceding period that have been previously approved by Ingredient in writing and incurred in accordance with Ingredient's travel and expense policies. Ingredient shall have no obligation to pay any amounts for which Service Provider fails to provide an invoice to Ingredient within ninety (90) days after the applicable amounts were incurred by Ingredient.
- (d) PAYMENT TERMS. Unless otherwise agreed in the SOW, Ingredient shall pay the undisputed portions of each invoice within sixty (60) days of its receipt. In the event of a payment dispute, Ingredient will deliver notice to Service Provider providing a description of the dispute. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Service Provider shall continue performing its obligations under this Agreement notwithstanding any such dispute.
- (e) SETOFF; LIENS. If Ingredient has a claim against Service Provider resulting from this Agreement or any other transaction, without prejudice to any other right or remedy Ingredient may have, Ingredient reserves the right to withhold, deduct or set off such amounts from any amounts due to Service Provider under this Agreement.
- (f) ACCEPTANCE. Payment alone shall not constitute acceptance. The Services and Deliverables are subject to Ingredient's acceptance and approval. Ingredient shall have the right to accept or reject any or all Services and Deliverables which in Ingredient's judgment are nonconforming. Upon completion of any Services or delivery (and installation, if required to be performed by Service Provider) of any Deliverable, Service Provider will notify Ingredient. Ingredient will evaluate such Services or Deliverables, as applicable, to determine whether the Services or Deliverables conform to any applicable specifications, documentation, and the warranties in this Agreement. If the Services and/or Deliverables are conforming to the requirements of this Agreement, Ingredient will provide Service Provider written notification that it accepts the Services or Deliverable ("**Acceptance**"). If Ingredient determines that the Services or Deliverables, as applicable, do not comply with the Requirements, Ingredient will notify Service Provider. At no additional charge, Service Provider will promptly correct any deficiencies within the time frames set forth in the SOW, if any, or within 15 days, and will resubmit such Services or Deliverables to Ingredient, and Ingredient will re-evaluate such Services or Deliverables to determine whether the resubmitted Services or Deliverables comply with the Requirements ("**Correction Process**"). If Service Provider does not remedy the deficiency, Ingredient may elect to allow Service Provider to repeat the Correction Process until Ingredient accepts the Services or Deliverables, or Ingredient may terminate this Agreement having no further liability or obligation, and Service Provider will immediately refund all sums previously paid by Ingredient pertaining to the rejected Services or Deliverables and any other services or deliverables rendered unnecessary or useless to Ingredient by such rejection.
- (g) INSPECTION OF SERVICE PROVIDER FACILITIES, BOOKS AND RECORDS. Service Provider hereby agrees that its facilities or such parts thereof as may be engaged in the performance of activities related to this Agreement, shall be subject to inspection by Ingredient and its authorized representatives during normal business hours upon reasonable advance notice to determine compliance with this Agreement. Ingredient shall have the right to examine and audit, during normal business hours and with reasonable advance notice to Service Provider, the books, records, and files of Service Provider that

are reasonably necessary for Ingredion to verify that Service Provider's charges to Ingredion are true and correct and did not contain substantial errors in connection with the transactions contemplated by this Agreement.

- (h) WARRANTIES; COMPLIANCE. Service Provider expressly warrants that (a) the Services will be performed in a competent, professional and workmanlike manner using fully qualified personnel, in accordance with the milestones and time frames set forth in the SOW, consistent with customary industry standards, and at least in accordance with the standards and service levels set forth in this Agreement; (b) each of the Service Provider Parties assigned to perform Services under this Agreement shall have the proper skill, training and background and the requisite certifications so as to be able to perform in a manner consistent with commercially reasonable standards and practices; (c) all Services and Deliverables will be free from defects in materials or workmanship, perform without material error and will substantially conform to the specifications and descriptions set forth in the SOW; (d) the Services and Deliverables will not conflict with, violate, infringe, or misappropriate any right (including, without limitation, any Intellectual Property Right) of any third party, and Ingredion's exercise of any of its rights in and to the Services and Deliverables will not conflict with, violate, infringe, or misappropriate any such rights of any third party.

### 3. INTELLECTUAL PROPERTY.

- (a) Ownership of Deliverables. Except as specifically noted in any applicable SOW, Ingredion shall own all right, title, and interest in any Deliverable, whether completed or not, developed by Service Provider hereunder. Subject to Service Providers' rights in Pre-Existing Materials as set forth in subsection (c) above, Service Provider hereby assigns and conveys its entire right, title, and interest in the Deliverables, including all Intellectual Property Rights to Ingredion. To the extent any Service Provider or third party intellectual property (including without limitation Supplier Pre-existing Material) is embedded into any Deliverable, Service Provider hereby irrevocably assigns to Ingredion, its parents, affiliates, subsidiaries, successors and assigns an irrevocable, perpetual, paid-up, worldwide, royalty free right and license to use, copy, modify, create derivative works and transfer of such materials solely as part of the Deliverables to the extent necessary for Ingredion, its parents, affiliates, subsidiaries, successors and assigns to enjoy its full rights in the Deliverables. Service Provider acknowledges and agrees that the Deliverables shall be considered "works made for hire" under applicable copyright laws. To the extent the Deliverables are not deemed "works made for hire" under applicable law, Service Provider hereby irrevocably assigns and transfers to Ingredion copyright in such Deliverables and shall execute all documents reasonably requested by Ingredion for the purpose of assigning to Ingredion copyright in the Deliverables.

4. INDEMNIFICATION. (a) Service Provider agrees to defend, protect, indemnify and hold harmless Ingredion, including Ingredion's officers, directors, employees, affiliates, and agents (each an "**Indemnified Person**"), from and against any liability, loss, damage, expense, including attorney's fees, (collectively, the "**Losses**"), which may be incurred by, or made, asserted or alleged against, Ingredion, its officers, directors, employees, affiliates, or agents as a result of, due to, arising from, or related to Ingredion's purchase, receipt and/or use of the Services (collectively, the "**Indemnified Claims**"); provided, however, that Service Provider shall have no liability to Ingredion for any such Losses to the extent caused by the negligent, willful or reckless acts or omissions of Ingredion. If any Deliverable or Service, or any portion of any of the foregoing, or the use thereof, is held or claimed to constitute a third-party infringement, misappropriation or violation, or its use is enjoined, or likely to be enjoined, by any action, lawsuit or claim, then Service Provider, at its sole expense, shall undertake to procure for Ingredion the right to continue using such Deliverable or Service. If the right cannot be procured on terms and conditions acceptable to Service Provider in its reasonable judgment, Service Provider must, at its sole expense: (a) modify such Deliverable or Service to render it non-infringing but functionally equivalent without impairing in any material

respect its functionality or performance, (b) substitute such Deliverable or Service with a replacement that is non-infringing but equivalent in functionality and performance, or (c) in the event that none of the foregoing options are available to Service Provider, issue Ingredion a refund for the infringing Service or Deliverable based upon a three (3) year useful life of said Service or Deliverable. These remedies shall be the sole and exclusive remedy available to Ingredion for claims of infringement.

(b) Promptly after receipt by an Indemnified Person of notice of the commencement of or threat of any Indemnified Claim, the Indemnified Person shall notify Service Provider of the Indemnified Claim. Upon Service Provider's receipt of such notice, Service Provider shall, at its expense, assume the defense of the Indemnified Claim. No delay or failure to so notify Service Provider shall relieve it of its indemnification obligations under this Agreement except to the extent that Service Provider has suffered actual prejudice by such delay or failure. No settlement or compromise that: (i) imposes any liability or obligation on any Indemnified Person; or (ii) does not contain an unconditional written release of the Indemnified Person from all liability in respect of the claim (in form and substance reasonably satisfactory to the Indemnified Person), shall be made without the Indemnified Person's prior written consent. The Indemnified Person shall be entitled to employ counsel at its own expense to participate in the handling of the Indemnified Claim.

(c) Promptly after receipt by an Indemnified Person of notice of the commencement of or threat of any Indemnified Claim, the Indemnified Person shall notify the Indemnifying Party of the Indemnified Claim. Upon the Indemnifying Party's receipt of such notice, it shall, at its expense, assume the defense of the Indemnified Claim. No delay or failure to so notify the Indemnifying Party shall relieve it of its indemnification obligations under this Agreement except to the extent that the Indemnifying Party has suffered actual prejudice by such delay or failure. No settlement or compromise that: (i) imposes any liability or obligation on any Indemnified Person; or (ii) does not contain an unconditional written release of the Indemnified Person from all liability in respect of the claim (in form and substance reasonably satisfactory to the Indemnified Person), shall be made without the Indemnified Person's prior written consent and the Indemnifying Party shall have no obligation to pay any settlement amounts made without its prior written consent. The Indemnified Person shall be entitled to employ counsel at its own expense to participate in the handling of the Indemnified Claim.

5. TERMINATION. Either Party may terminate the applicable SOW for breach of a material term or condition of this Agreement by giving fourteen (14) days written notice identifying specifically the basis for such notice, unless the Party receiving the notice cures such breach within the fourteen (14) day period. Notwithstanding the foregoing, Ingredion may terminate this Agreement or any SOW issued hereunder without penalty or further obligation to Service Provider at any time for any or no reason upon thirty (30) days prior written notice to Service Provider. The termination of this Agreement shall not release either Party from any liability or obligation which has already accrued at the effective time of termination.

6. CONFIDENTIALITY. Service Provider agrees to consider all information furnished by Ingredion to be confidential ("**Confidential Information**") and Service Provider agrees not to disclose any such information to any other person or entity, or use such information for any purpose other than performing this Agreement, unless Service Provider obtains express written permission from Ingredion to do so. Service Provider shall not be obligated to maintain in confidence or to refrain from disclosing or using information if such information:

(a) was known to Service Provider prior to being received from Ingredion as demonstrated by Service Provider's competent evidence;

(b) is, or without the fault of Service Provider becomes, publicly known;

- (c) was received by Service Provider from a third party without an obligation of confidence and having a right to disclose the same; or
- (d) is developed by Service Provider independently of any disclosure of Confidential Information as demonstrated by Service Provider's competent evidence.

## 7. ANTICORRUPTION LAW COMPLIANCE

- (a) Service Provider agrees and covenants that it will conduct its business related to this Agreement in compliance with all applicable laws, including all applicable anticorruption-related laws, rules and regulations. Service Provider agrees and covenants that neither it nor any of its employees, officers, directors, owners, affiliates, business partners or agents will offer, pay, promise to pay, or authorize the payment of any money or giving of anything of value, directly or indirectly through a third party, to any Government Official, representative of a commercial entity, or any person acting on behalf of any the foregoing in order to influence any act, decision or failure to act by a Government Official or representative of a commercial entity in his or her official capacity; to induce a Government Official or representative of a commercial entity to do or omit to do something in violation of that person's lawful duties or to cause such person to use their influence to affect or influence an act or decision of the Government or commercial entity; or to secure any improper advantage for Service Provider or Ingredient in connection with the business under this Agreement.
- (b) **"Government Official"** means an employee or official of any Government or Government Entity, as defined below, and any candidate for public office.
- (c) **"Government"** or **"Government Entity"** means any agency, instrumentality, subdivision or other body of any central, regional, or municipal government, any commercial or similar entities that the government controls or owns, including any state-owned and state-operated companies or enterprises, any international organizations such as the United Nations or the World Bank, and any political party.

## 8. OTHER PROVISIONS

- (a) ENTIRE AGREEMENT. This Agreement, which includes the terms herein and the attached SOW, constitutes the entire agreement and understanding between the Parties relating to the subject matter hereof. This Agreement cancels, supersedes and preempts any and all prior understandings, agreements or representations by or between the Parties, whether written or oral, relating to the subject matter hereof in any way.
- (b) AMENDMENTS; NONWAIVER. No modification, amendment or waiver of any provision of this Agreement shall be effective unless signed by the authorized signing officers of each Party. Either Party's failure at any time to enforce any provision of this Agreement shall in no way be construed as a waiver of such provision and shall not affect the right of such Party to enforce each and every provision hereof in accordance with its terms.
- (c) REMEDIES CUMULATIVE. Unless otherwise expressly stated herein, the rights and remedies of the Parties hereunder are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.
- (d) TIME IS OF THE ESSENCE; DELAYS. Time is of the essence in Service Provider's performance of this Agreement. Service Provider will meet all milestones set forth in the SOW, notify Ingredient in writing of material delays and identify for Ingredient's consideration

and approval specific measures to address such delay and mitigate the risks associated therewith. In the event that a milestone or other time deadline is not met by Service Provider as a result of Ingredion's failure to meet its obligation(s) under this Agreement, the applicable milestone or time deadline will be extended by the length of the delay caused by Ingredion's failure.

- (e) CHOICE OF LAW. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China. Any dispute arising from or in connection with this Agreement shall be submitted to the Shanghai International Arbitration Center (the "SHIAC") for arbitration which shall be conducted in accordance with the SHIAC's arbitration rules in effect at the time of applying for arbitration.
- (f) SEVERABILITY. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect or impair the validity, legality or enforceability of the remainder of this Agreement, and to this end, the provisions of this Agreement are declared to be severable; provided, however, that each Party shall negotiate in good faith to reach a substitute provision that is enforceable and has the same economic or legal effect as the invalid, illegal or unenforceable provision. In case such substitute provisions cannot be agreed upon, the invalidity of one or more provisions of this Agreement shall not affect the validity of this Agreement as a whole, unless the invalid provisions are of such essential importance to this Agreement that it is to be reasonably assumed that the Parties would not have entered into this Agreement without the invalid provisions.
- (g) SURVIVAL. The provisions of this Agreement requiring performance or fulfillment after the expiration or earlier termination of this Agreement, including sections 2(a), 2(c), 2(e), 3, 5, 6, 7 and 8, such other provisions as are necessary for the interpretation thereof and any other provisions hereof, the nature and intent of which is to survive termination or expiration of this Agreement, shall survive the expiration or earlier termination of this Agreement.
- (h) ASSIGNMENT. Service Provider shall not assign transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Ingredion, not to be unreasonably conditioned, delayed or withheld. Either Party may assign this Agreement and all of its rights or obligations hereunder to any entity that succeeds to all or substantially all of its assets or business whether by means of a merger, sale or acquisition, change of control, or reorganization.
- (a) INGREDION'S CODE OF CONDUCT. Service Provider will at all times comply, and ensure that its employees and its approved agents and/or subcontractors comply, with the Ingredion Group's Global Supplier Code of Conduct ("GSCC") (which can be viewed and downloaded in various languages at the weblink below) as it applies to Service Provider's dealings with the Ingredion Group's employees. Service Provider will also comply with, and ensure that any approved agent and/or subcontractor shall comply with, any other policies created by the Ingredion Group, including revisions to these policies, and such other policies of which the Ingredion Group provides reasonable notice to Service Provider.

<https://www.ingredion.com/apac/sc-cn/company/meet-ingredion/corporate-responsibility.html>

## 宜瑞安食集团(中国) – 标宜准购买服务条款和条件

### 1. 服务、交付品；双方关系。

- (a) 服务和交付品。 服务供应商应按照在本协议项下出具且经双方签署的工作说明（“**工作说明**”）的规定履行相关工作和任务（“**服务**”）并且提供交付品（定义见以下第 3 条）。
- (b) 如果本协议和某一份工作说明的规定之间出现冲突或歧义，应以本协议条款为准。宜瑞安可以自行决定下单购买其认为必要的数量的服务，不存在起订量或未来购买义务的限制。服务供应商拟在本协议项下交付给宜瑞安的所有物品将按照宜瑞安的指示交付。如果交付品或交付给宜瑞安并由服务供应商用于履行服务的任何其他材料中包含软件、数字资产、磁盘、手册、说明以及其他类似的项目，则服务供应商向宜瑞安交付该等交付品和该等其他材料时(a)应只通过电子邮件交付（采取安全的方式经互联网通过**FTP**发送），或者以宜瑞安要求的其他电子形式交付，宜瑞安不接受任何其他方式交付的任何该等交付品或该等其他材料且(b)应连同所有软件的源代码、任何相关文档和编程说明一起交付
- (c) 变更。 宜瑞安应有权随时以书面形式对任何工作说明的范围、期限、交付品、资源和履行地作出变更。如果服务供应商可以证明宜瑞安要求的任何该等变更会造成任何服务的交付所需的费用或时间的增减，双方应就公平的调整达成一致，并根据第 9(b)条以书面形式对相关工作说明作出相应修改。

### 2. 付款、保证和审计。

- (a) 费用、支出和税款。 在始终遵守以下第 3(f)条的前提下，宜瑞安应就服务支付给服务供应商的价格在工作说明中加以规定，且可以根据任何适用的信用情况进行调整（“**价格**”）。就拟议履行的服务和拟议交付的交付品而言，在任何情况下，宜瑞安均无义务向服务供应商支付超过工作说明中规定的或根据工作说明计算的最大金额的费用。除非工作说明中有明确规定，否则宜瑞安不支付加班费。宜瑞安支付任何费用或支出的义务以下述为前提：(i) 宜瑞安事先书面批准预期支出，(ii) 符合宜瑞安的差旅和开支政策（宜瑞安可不时更新），及 (iii) 服务供应商提供有关该等费用和支出的合理证明。除非相关工作说明中另有约定，否则实付费用不得超过相关工作说明项下应付的费用总额的 10%。销售税、使用税或其他适用的政府税费应视为包含在本协议所载的价格中，除非明确作为单独项目列出。
- (b) 最惠客户。 服务供应商向宜瑞安声明和保证，与服务供应商给予购买相同或类似服务的任何当前客户的条款相比，服务供应商在本协议中给予的价格、条款、保证和优惠均与之相当，且不会差于该等条款。如果在本协议期限内，服务供应商以更加优厚的条款（包括但不限于更低的价格）向任何第三方出售或同意提供服务，则宜瑞安有权以相同的条款购买该等服务，且应对本协议（包括适用的工作说明）做出相应修订以向宜瑞安提供该等条款，或者，宜瑞安可以选择终止本协议而无需承担任何责任。

- (c) 发票。 除非工作说明中另有规定，否则服务供应商应当按月就上一个周期中已经履行的服务和发生的实付费用（宜瑞安之前已经书面批准该等费用且其发生符合宜瑞安的差旅和支出政策）提供正式发票。对于服务供应商未能在宜瑞安发生相关费用后九十（90）天内向宜瑞安提供发票的任何款项，宜瑞安没有义务支付。
- (d) 支付条款。 除非工作说明中另有约定，否则宜瑞安将在收到每一发票后六十（60）天内支付其中无争议的部分。如果出现付款争议，宜瑞安将向服务供应商发出通知描述其对该付款的质疑。双方应当迅速、诚意地解决所有该等争议。即使出现任何该等争议，服务供应商仍应继续履行其在本协议项下的义务。
- (e) 抵扣、留置。 如果宜瑞安因本协议或任何其他交易而针对服务供应商提出索赔，在不影响宜瑞安可能享有的任何其他权利或救济的前提下，宜瑞安应有权从本协议项下应付给服务供应商的任何款项中扣留、扣减或抵扣该等金额。
- (f) 验收。 单凭付款并不构成验收。服务和交付品须经宜瑞安验收和批准。宜瑞安有权接受或拒绝宜瑞安认为不合格的任何服务和交付品。在完成任何服务或交付（及安装，如果要求由服务供应商履行）任何交付品后，服务供应商应通知宜瑞安。宜瑞安将评估该等服务或交付品（视适用情况而定）以确定该等服务或交付品是否符合任何适用规格、文档及本协议中的保证。如果该等服务和/或交付品符合本协议要求，宜瑞安将向服务供应商发出书面通知告知其接受服务或交付品（“**验收**”）。如果宜瑞安确定该等服务或交付品（视适用情况而定）不符合要求，宜瑞安将通知服务供应商。服务供应商将在工作说明中规定的时间（如有）内或在15天内立即纠正任何缺陷（且不收取任何额外费用），并重新向宜瑞安提交该等服务或交付品，宜瑞安将重新评估该等服务或交付品以确定重新提交的服务或交付品是否符合要求（“**纠正流程**”）。如果服务供应商未能纠正缺陷，宜瑞安可选择允许服务供应商重复纠正流程，直至宜瑞安接受服务或交付品，或者宜瑞安可以终止本协议而无需承担任何其他责任或义务，服务供应商应立即返还宜瑞安此前已经支付的、与被拒绝的服务或交付品及由于此次拒绝而对宜瑞安不再必要或不再有用的任何其他服务或交付品相关的全部款项。
- (g) 检查服务供应商的设施、账簿和记录。 服务供应商特此同意，经合理提前通知后，宜瑞安及其授权代表可以在正常工作时间内对服务供应商可能用于本协议相关活动的设施或其部分进行检查，以确定其是否符合本协议规定。在本协议期限内及其后一（1）年内，在宜瑞安为了核实服务供应商就本协议拟议的交易对宜瑞安的收费是否真实无误且不存在重大错误而合理必要的范围内，宜瑞安有权经合理提前通知服务供应商后在正常工作时间内检查和审计服务供应商的相关账簿、记录和文件。
- (h) 保证：合规。 服务供应商明确保证 (a) 服务将由拥有充分资格的人员以专业、有效且熟练的方式履行，并符合工作说明中规定的时间节点和时间框架，符合常用的行业标准，并且至少符合本协议中规定的标准和服务水平；(b) 被指定履行本协议项下服务的服务供应商各方应当具备适当的技能、培训和背景以及必要的证书，以便其能够以符合商业上合理的方式和惯例的方式来履行服务；(c) 所有的服务和交付品将没有材料或工艺上的缺陷，其履行无重大失误，并且在实质上符合工作说明中规定的规格和描述服务和交付品不会抵触、违反、侵犯或盗用任何第三方的任何权利（包括但不限于任何知识产权），且宜瑞安行使其在服务或交付品中和对服务和交付品的任何权利不会抵触、违反、侵犯或盗用任何第三方的任何该等权利。



### 3. 知识产权

(a) 交付品的所有权。 除非在任何相关工作说明中特别注明，否则服务供应商在本协议项下开发的任何交付品（无论是否完成）中的一切权利、权属和利益属于宜瑞安所有。在遵守以上第(c)条所述的服务供应商对原有材料的权利的前提下，服务供应商特此向宜瑞安转让和让与其在交付品中的全部权利、权属和利益，包括所有知识产权。如果任何服务供应商或第三方知识产权（包括但不限于供应商原有材料）被嵌入任何交付品，服务供应商特此不可撤销地向宜瑞安、其母公司、关联公司、子公司、承继人和受让人转让一项不可撤销的、永久性的、费用缴清的、全球范围内的、免使用费的权利和许可，据此权利和许可，宜瑞安、其母公司、关联公司、子公司、承继人和受让人可在为享用其在交付品中的完整权利而所必要的范围内来使用、复制、修改、创作衍生品和转让该等材料（仅作为交付品的一部分）。服务供应商确认和同意，交付品应当被视为适用的著作权法律项下的“雇佣作品”。如果根据适用法律交付品不属于“雇佣作品”，服务供应商特此不可撤销地向宜瑞安出让和转让该等交付品中的著作权，并签署宜瑞安合理要求的一切文件以便向宜瑞安转让交付品中的著作权。

4. 赔偿。 服务供应商同意，对可能由于、因为、源于或涉及宜瑞安 购买、接受和/或使用服务而由宜瑞安、其管理人员、董事、员工、关联公司或代理发生或针对其提出、主张或声称的任何责任、损失、损害、费用（包括律师费，合称“**损失**”）（合称“**受偿索赔**”），服务供应商将保护、赔偿宜瑞安（包括宜瑞安的管理人员、董事、员工、关联公司或代理，均为“**受偿人员**”），为其进行辩护，并保障其不受损害；但是，如果任何该等损失是由于宜瑞安的疏忽、故意或大意行为或不作为造成的，服务供应商不会就该等损失向宜瑞安承担任何责任。如果任何交付品或服务或其任何部分或对该等交付品或服务或其任何部分的使用被认定或主张为构成第三方侵权、盗用或违犯，或其使用被或可能被任何诉讼、起诉或索赔禁止，则服务供应商应承诺为宜瑞安取得继续使用或服务的权利，费用完全由服务供应商自行承担。如果无法按照服务供应商合理判断为可以接受的条款和条件取得该等权利，服务供应商必须自行承担费用：**(a)**修改该等交付品或服务，使其不再侵权，同时仍然具有同等功能，不在任何实质方面影响其功能或性能，**(b)**用不侵权但有同等功能和性能的替代品来代替该等交付品或服务，或**(c)**如果以上各项对服务供应商而言都无法实现，按照该等侵权服务或交付品的三（3）年使用寿命计算，就该等服务或交付品向宜瑞安退款。这些救济应当为宜瑞安针对侵权索赔享有的唯一且排他性的救济。

如果受偿人员收到关于启动或威胁提起任何受偿索赔的通知，其应当立即通知服务供应商。服务供应商收到该等通知后，应自行承担费用对受偿索赔进行抗辩。延迟通知或未能通知服务供应商不会免除服务供应商在本协议项下的赔偿义务，除非由于该等延迟通知或未能通知导致服务供应商遭受了实际损害。未经受偿人员事先书面同意，不得达成以下解决或和解方案：**(i)**对任何受偿人员施加任何责任或义务；或**(ii)**不包含关于无条件免除受偿人员在相关索赔方面的一切责任的书面声明（其格式和内容令受偿人员合理满意）。受偿人员应有权自行承担费用聘请律师参与受偿索赔的处理。

如果受偿人员收到关于启动或威胁提起任何受偿索赔的通知，其应当立即通知赔偿方。赔偿方收到该等通知后，应自行承担费用对受偿索赔进行抗辩。延迟通知或未能通知赔偿方不会免除赔偿方在本协议项下的赔偿义务，除非由于该等延迟通知或未能通知导致赔偿方遭受了实际损害。未经受偿人员事先书面同意，不得达成以下解决或和解方案：**(i)**对任何受偿人员施加任何责任或义务；或**(ii)**不包含关于无条件免除受偿人员在相关索赔方面的一

切责任的书面声明（其格式和内容令受偿人员合理满意），而且赔偿方无义务支付未经其事先书面同意达成的任何和解款项。受偿人员应有权自行承担费用聘请律师参与受偿索赔的处理。

5. 终止。 任何一方因对方违反本协议的实质性条款或条件而提前十四（14）天发出载明具体理由的书面通知终止相关的工作说明，除非收到通知的一方在该十四（14）天期限内纠正该违约。即便有前述规定，宜瑞安可以随时因任何理由（甚至没有理由）经提前三十（30）天向服务供应商发出书面通知终止本协议或本协议项下出具的任何工作说明，而无需向服务供应商承担任何罚款或额外义务。本协议的终止不免除任何一方在终止生效时已经发生的任何责任或义务。
6. 保密。 服务供应商同意将宜瑞安提供的所有信息视为保密信息（“**保密信息**”），服务供应商同意不向任何其他人或实体披露任何该等信息，也不为除履行本协议之外的任何其他目的使用该等信息，除非服务供应商取得宜瑞安的明确书面批准。服务供应商没有义务对以下信息保密或不披露或使用以下信息：
  - (a) 服务供应商的有效证据可以证明其在宜瑞安提供之前就已经知悉的信息；
  - (b) 公众知悉的或非因服务供应商的过错而成为公众知悉的信息；
  - (c) 服务供应商从没有保密义务且有权利披露信息的第三方获得的信息；或
  - (d) 服务供应商的有效证据可以证明其在不涉及任何保密信息的披露的基础上独立开发的信息。
7. 遵守反腐败法
  - (a) 服务供应商同意并承诺，其将根据所有适用法律（包括所有适用的反腐败法律、规则和法规）开展其与宜瑞安相关业务。卖方同意并承诺，其自身及其员工、高级职员、董事、所有人、关联公司、业务伙伴或代理均不会直接或通过第三方间接向任何政府官员、商业实体代表或代表任何前述机构行事的任何人提出支付、支付、承诺支付或授权支付任何钱款或给予任何有价物，以影响政府官员或商业实体代表在其职务范围内的任何行为、决定或不作为，诱使政府官员或商业实体代表违反其法定职责实施某些行为或不作为，或促使该等人员利用其影响力去影响政府或商业实体的行为或决定，或者为服务供应商或宜瑞安取得有关本协议相关业务的任何不当利益。
  - (b) “政府官员”指任何政府或政府实体（定义见下文）的雇员或官员以及任何公务职位的候选人。
  - (c) “政府”或“政府实体”指任何中央、地区或市政府的任何机构、机关、分部或其他实体，政府控制或所有的任何商业或类似实体，包括任何国有及国家经营的公司或企业，任何国际组织（如联合国或世界银行），以及任何政党。
8. 其他规定。

- (a) 完整协议。 本协议（包括本协议中的条款和后附的工作说明）构成双方之间有关本协议主题事宜的完整协议。本协议取消、取代并代替双方之间此前在任何方面涉及本协议主题事宜的任何书面或口头的谅解、协议或声明。
- (b) 修订；非弃权。 对本协议任何条款的修订、修改或放弃，须经每一方的授权签字人签署后方可生效。任何一方在任何时候未能执行本协议的任何条款，在任何方面均不构成对该等条款的放弃，也不影响该方根据本协议条款执行本协议每一条款的权利。
- (c) 累计救济。 除非本协议中另有明确规定，否则双方在本协议项下的权利和救济是可以累计的，独立于且不能取代法律或衡平法上的或其他的任何权利和救济。一方单独一次行使或部分行使任何权利或救济，并不排除或在其他方面影响该方可以享有的任何其他权利或救济的行使。
- (d) 时间的重要性；延迟。 就服务供应商履行本协议而言，时间的把握非常重要。服务供应商应遵守工作说明中规定的所有时间节点，发生重大延迟时应以书面形式通知宜瑞安，并说明解决该等延迟并降低相关风险的具体措施供宜瑞安考虑和批准。如果由于宜瑞安未能遵守其在本协议项下的义务导致服务供应商未能达到某一时间节点或其他截止日期，则该等时间节点或截止日期应按照宜瑞安造成的延迟时间顺延。
- (e) 法律选择。 双方同意，本协议受中华人民共和国法律管辖并据此进行解释。因本协议引起或关于本协议的任何争议应当提交上海国际仲裁中心（"SHIAC"），依据申请仲裁时有效的 SHIAC 仲裁规则进行仲裁。
- (f) 可分割性。 本协议任何条款无效、不合法或不可执行，不会影响或损害本协议其余部分的有效性、合法性或可执行性，为此，本协议的条款均具有可分割性；但是，每一方应当在善意基础上约定可执行的替换条款，该等替换条款应当与该等无效、不合法或不可执行的条款具有同等的经济和法律效力。如果双方无法就该等替换条款达成一致，本协议的一个或多个条款的无效性不会影响本协议整体的有效性，除非无效的条款对本协议而言具有实质重要性，可以合理推断如果没有该等无效条款，双方根本就不会订立本协议。
- (g) 继续有效。 本协议中要求在本协议到期或提前终止后继续履行或履约的条款，包括第 2(a)、3、5、6 和 7 条，对其解释而言属必要的其他条款，以及根据其性质和意图应在本协议到期或提前终止后继续有效的任何其他条款，均应在本协议到期或提前终止后继续保持有效。
- (h) 转让。 未经宜瑞安事先书面同意（无合理理由不得对该等同意设置条件、延迟给予或拒绝给予该等同意），服务供应商不得转让、委托或分包其在本协议项下的任何权利或义务。未经另一方事先书面同意（无合理理由不得延迟或拒绝给予该等同意），任何一方均不得转让、委托或分包其在本协议项下的任何权利或义务。任何一方均可向通过合并、购买或收购、控制权变更或重组承继其全部或绝大部分资产或业务的任何实体转让本协议及其在本协议项下的全部权利或义务。

- (i) 宜瑞安行为规范。服务供应商应随时遵守并确保其员工和任何已批准的代理和/或分包商都遵守宜瑞安集团全球供应商行为规范（“GSCC”）（请参阅以下网址查看和下载各种语言版本），此规范适用于服务供应商与宜瑞安集团员工之间的往来。服务供应商还应遵守并确保任何已批准的代理和/或分包商也都遵守宜瑞安集团制定的任何其他政策，包括对该等政策的修订及宜瑞安集团合理通知服务供应商的其他政策。

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