

INGREDION CHINA LIMITED, INGREDION TRADING (SHANGHAI) LIMITED AND INGREDION SHANDONG LIMITED (“INGREDION”) – STANDARD TERMS AND CONDITIONS OF SALE

These standard terms and conditions of sale (“**Agreement**”) apply to all orders for Goods by Buyer with Ingredion and prevail over all other terms and conditions unless otherwise expressly agreed in writing. If the terms of Buyer’s order are inconsistent with this Agreement, the delivery of the Goods to Buyer or as Buyer directs will constitute an offer by Ingredion to sell the Goods to Buyer pursuant to this Agreement and Buyer will be deemed to accept the offer by retaining the Goods. All references to Goods in this Agreement means the products and any related services, including services for which no direct charge is made by Ingredion, or provided by Ingredion.

Unless agreed otherwise in writing by Ingredion, in the event of conflict, the following terms will apply and prevail in descending order of priority:

- (a) specific terms in contracts entered into and agreed between Ingredion and the Buyer;
- (b) this Agreement; or
- (c) any other documents.

1. Purchase Orders

Buyer may from time to time issue one or more purchase orders (each, a “Purchase Order”) specifying the quantity, desired shipment date, and shipping instructions for the Product(s). All Purchase Orders shall remain subject to acceptance by Ingredion. No provision of any Purchase Order, invoice or any other documentation exchanged by the parties shall alter any of the terms of this Agreement unless each party expressly consents to such terms or conditions in writing.

2. Use of Product

Buyer hereby represents and warrants that it is purchasing the Product(s) for its own use and that it will not re-sell or otherwise transfer the Product(s) to third parties other than in connection with the incorporation of the Product(s) into its products or into third party products in connection with toll packing arrangements.

3. Shipments

Ingredion shall not be obligated to deliver in any thirty (30) day period more than approximately equal quantities in relation to Buyer’s total yearly estimate of its requirements for the Product(s). If Buyer fails to order its pro rata monthly quantity based upon the total yearly estimate of its requirements, Ingredion shall not be obligated subsequently to deliver such unordered quantity.

4. Price Adjustments

4.1. Pricing will be reviewed once per contract year during the term of this Agreement. Commencing at least sixty (60) days prior to the end of a contract year, the parties shall negotiate in good faith to agree upon the pricing for the next contract year. If the parties cannot agree upon such a price, the then current price will continue but either party may terminate this Agreement on ninety (90) days advance written notice.

4.2. In the event of an increase in the price of resources, raw materials or other materials required to produce the goods ordered by the Buyer prior to the delivery date agreed upon, Ingredion shall have the right to raise the price of the ordered goods accordingly, but it shall give the Buyer fourteen (14) days’ prior written notice of each such price increase, and the Buyer shall have the right to cancel this Agreement within seven (7) days after its receipt of such notice.

5. Taxes

Buyer shall be responsible for any and all taxes arising in connection with the purchase of Product(s), except for the value added tax, which is included in the purchase price, and any other taxes imposed upon the income of Ingredion.

6. Governmental Charges

Any new or increase in any existing tax, duty, or governmental charge or any material increase in the cost to Ingredion in producing, selling, or delivering the Product(s) or of procuring materials used therein, may, at

Ingredient's option, be added to the price herein specified.

7. Delivery

Buyer shall furnish complete shipping instructions for each delivery of Product(s) in sufficient time to enable Ingredient to perform its obligations hereunder. Ingredient shall not be obligated to make shipment in absence thereof. The destination routing of shipments will be at Ingredient's option. If Ingredient anticipates that it will not be able to deliver all or a portion of the Product(s) on the date(s) indicated in the applicable Purchase Order, Ingredient shall immediately notify Buyer of the anticipated delay in delivery and the anticipated actual delivery date. The parties shall work together in good faith to resolve any issues relating to delivery of the Product(s).

8. Inspection

Buyer shall have thirty (30) days after delivery to inspect the Product(s), irrespective of any prior payment. Buyer reserves the right to reject, refuse acceptance and revoke acceptance of any Product not in accordance with terms of this Agreement. In the event of the Buyer's rejection of any Product, the Buyer's exclusive and sole remedy (other than a possible claim for indemnification) shall be limited to replacement, at Ingredient's expense, of non-conforming Product with conforming Product.

9. Warranty

Ingredient warrants that it has the right to convey good title to the Product(s), free of any lien or encumbrance. Ingredient further warrants, as of the date of shipment to Buyer, that the Product(s) shall comply with the mutually agreed upon specifications for the Product(s). EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, INGREDIENT MAKES NO OTHER WARRANTIES REGARDING THE PRODUCT(S), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In the event that any product does not meet any of the foregoing warranties, the Buyer's exclusive and sole remedy (other than a possible claim for indemnification) shall be limited to replacement, at Ingredient's expense,

of non-conforming Product with conforming Product.

10. Limitation of Liability

Notwithstanding any other provision of this Agreement, the liability of Ingredient to Buyer arising out of this contract or the Product, whether under warranty, contract, tort (including negligent or willful acts), strict liability or otherwise shall not in any case exceed the original invoiced cost of the Product(s) with respect to that portion of the Product(s) found to be defective. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES BY VIRTUE OF THIS AGREEMENT. All claims, including but not limited to claims for alleged shortage or claims that the Product(s) do not meet the warranty specified above, shall be deemed waived unless made in writing and received by Ingredient within thirty (30) days after Buyer learns of the alleged defect or Buyer should, in the exercise of good manufacturing standards and inspection procedures, have learned of the alleged defect, but in no event later than one (1) year after the date of shipment of the Products to Buyer.

11. Indemnification

Except as otherwise set forth in this Agreement, each party shall indemnify and hold the other party and its successors, assigns, affiliates, employees, officers, directors, agents and representatives harmless from and against any and all claims, demands, lawsuits, liabilities, losses, damages, judgments, fines, settlements and expenses (collectively, "Claims") (including, without limitation, reasonable attorney's fees) to the extent directly arising out of or relating to (i) the breach by the indemnifying party of any of its representations, warranties, covenants or obligations under this Agreement or (ii) the indemnifying party's gross negligence or willful misconduct in connection with its activities pursuant to this Agreement (including the manufacture and sale of products by Buyer which contain the Product(s)). The foregoing indemnification obligations shall apply whether the claim, suit or action is founded, stated or

asserted in negligence, strict liability in tort, breach of contract or warranty or any other legal theory. The foregoing indemnification obligations shall not be interpreted as waiving or negating any limitation of liability for work-related injuries to the indemnifying party's own employees. The provisions of this Section shall survive any termination or expiration of this Agreement.

12. Termination

This Agreement may be terminated by either party if the other party is in breach of any of its representations, warranties, covenants or obligations under this Agreement and the other party fails to cure said breach within thirty (30) days after written notice of such breach. 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, nor affect in any way the survival of any right, duty or obligation of either party which is expressly stated in this Agreement to survive termination of this Agreement.

13. Confidentiality

Buyer and Ingredion agree that the terms of this Agreement and all proprietary or confidential information received in connection with this Agreement (including, without limitation, the price(s) of the Product(s)) are and shall remain confidential and, except as herein provided, will not be disclosed to any third party during the term of this Agreement. Furthermore, Buyer and Ingredion each agree to control information within their respective organizations concerning all aspects of this Agreement and to disclose to direct employees of such party of this Agreement, and the nature and terms of this Agreement or any other confidential information received in connection with this Agreement only to the extent that such disclosure is essential to enable such party to carry out its obligations hereunder. Nothing herein shall be deemed to prohibit disclosures as required by law or judicial process or if the information to be disclosed is now or hereafter becomes a part of the public domain through no fault of the party disclosing such information; provided that the parties agree that these exclusions shall be construed narrowly. The provisions of this Section shall survive any termination or

expiration of this Agreement for a period of ten (10) years.

14. Force Majeure

Except for payment obligations, neither party hereto shall be liable to the other for failure of or delay in performance hereof when such failure or delay is caused by conditions beyond such party's control including, but not limited to, war, strike, labor dispute, fire, flood, tornado, hurricane, government intervention, embargo, shortage of raw materials, breakdown, shortage or non-availability or failure of transportation facilities or equipment, or any Act of God, act of terrorism or any other condition not occasioned by such party's negligence. The party asserting force majeure shall, in each instance, give the other party written notice within a reasonable time after knowledge thereof. If either party declares force majeure hereunder this Agreement shall remain in full force and effect for a period of sixty (60) days from said declaration. After the expiration of said sixty (60) days, the party not claiming force majeure may terminate this Agreement upon written notice to the party claiming force majeure.

15. Intellectual Property

Ingredion will retain ownership, copyright and all intellectual property rights in relation to all formulations and specifications prepared by it for or on behalf of the Buyer, despite any payment made in accordance with these terms and conditions. Ingredion is not responsible for the accuracy, performance or suitability for purpose of any formulation, specification, information or instruction provided by the Buyer. The Buyer is responsible for the accuracy of any formulation, specification, information or instruction provided for use by Ingredion. Where Ingredion has followed any formulation, specification, information or instruction furnished by or on behalf of the Buyer, the Buyer indemnifies and will keep Ingredion indemnified against all claims, damages, losses, penalties, costs and expenses to which Ingredion may become liable by reason of using or following the formulation, specification, information or instruction, including any infringement of any patent, registered design, trademark, copyright or any other right of a third party, including moral rights.

16. Anticorruption Law Compliance

16.1 Buyer 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. Buyer 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 of 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 the Buyer or Ingredion in connection with the business under this Agreement.

(a) "Government Official" means an employee or official of any Government or Government entity, as defined below, and any candidate for public office.

(b) "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 stated-owned and state-operated companies or enterprises, any international organizations such as the United Nations or the World Bank, and any political party.

16.2 Ingredion shall be entitled to terminate this Agreement or any other business dealing with the Buyer immediately on written notice if the Buyer fails to perform its obligations in accordance with this Agreement. The Buyer shall have no claim against Ingredion for compensation of any loss of whatever nature by virtue of the termination of this Agreement in accordance with this clause. To the extent (and only to the extent) that the laws of China

provide for any such compensation to be paid to the Buyer upon the termination of this Agreement, the Buyer hereby expressly agrees to waive (to the extent possible under the laws of China) or repay Ingredion any such compensation.

17. Policies and Code of Conduct

17.1 The Buyer will comply with Ingredion's Code of Conduct as it applies to the Buyer's dealings with Ingredion employees, meaning that the Buyer will not engage in activities that would result in an Ingredion employee breaching the provisions of Ingredion's Code of Conduct.

17.2 Buyer will also comply with any other policies created by Ingredion, including revisions to the foregoing policies and such other policies, of which Ingredion provides reasonable notice to the Buyer (so long as Ingredion requires compliance with such policies of other consultants, suppliers or vendors who provide similar services.

18. Other Provisions

(a) Complete Agreement. This Agreement embodies the complete agreement and understanding between the parties hereto relating to the subject matter hereof. This Agreement 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; Non-waiver. No modification, amendment or waiver of any provisions of this Agreement shall be effective unless approved in writing by each of the parties hereto. Either party's failure at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party to enforce each and every provision hereof in accordance with its terms.

(c) Relationship of the Parties. The terms of this Agreement shall not be construed as creating a principal/agent, partnership or joint venture relationship between the parties. Buyer is an independent contractor of Ingredion and, as such, is not authorized to

execute any agreements, make any changes in any agreements, incur or assume any obligations, liabilities or responsibilities, or perform any other act in the name of or on behalf of Ingredion. Each party operates at its own risk and expense.

(d) 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 of the parties shall negotiate in good faith to reach a substitute provision that has the same economic and/or legal effect as the invalid, illegal or unenforceable provision that is enforceable.

(e) Assignment. The rights and obligations under this Agreement, or any actions arising out of this Agreement, are not assignable by either party unless in writing and signed by both parties hereto.

(f) No Third Parties. Except as expressly set forth herein, nothing in this Agreement shall be construed to confer upon or give to any person or entity, other than the parties to this Agreement, any rights or remedies under or by reason of this Agreement.

(g) Cost of Collection. All late payments shall bear interest at the highest rate allowed by law, and Buyer shall reimburse Ingredion for all actual costs of collection, including reasonable attorney fees. If Buyer fails to make any payment when due, Ingredion, at its option, may suspend performance hereunder until receipt of said payment, with interest, and/or may require Buyer to make arrangements to ensure timely payment of future invoices.

(h) No Right of Set Off. Buyer may not setoff any sums allegedly or actually owed by Ingredion to Buyer against any amounts due hereunder.

(i) Full Knowledge and Consultation. The parties hereby confirm that they have full knowledge on the terms and conditions of this Agreement after proper consultation with their

respective legal counsel. The terms and conditions of this Agreement are reached through amicable negotiation and not pre-set by any parties. This Agreement shall not be deemed as a "form contract" under the PRC Contract Law.

(j) Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall constitute an original for all purposes, and all of which taken together shall constitute one and the same agreement. Facsimile signatures on counterparts of this Agreement shall be deemed to be original signatures for all purposes.

(k) Effectiveness. This Agreement shall come in force upon the signing and stamping by representatives of the parties.

19. Dispute Resolution

In the event any dispute arises out of or in connection with the interpretation or implementation of this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultations. If the dispute is not resolved in this manner within thirty (30) days after the date on which one party has served written notice on the other parties for the commencement of consultations, then the dispute shall be submitted to the to the Shanghai Sub-commission of the China International Economic and Trade Arbitration Commission (CIETAC) for resolution by arbitration in accordance with its rules of procedure then in force. The arbitration proceedings shall be conducted in English and Chinese and shall take place in Shanghai.

20. Governing Law and Jurisdiction

20.1 This Agreement shall be governed by and construed in accordance with the laws of the Peoples' Republic of China, without regard to any choice of law provisions thereof.

20.2 The parties hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the courts of China in respect of any matter or dispute arising under or in connection herewith.

宜瑞安食品配料有限公司，宜瑞安贸易（上海）有限公司和宜瑞安（山东）食品配料有限公司（“宜瑞安”）- 标准销售条款和条件

本标准销售条款和条件（“本协议”）适用于买方向宜瑞安发出的所有货物订单，其效力高于所有其他条款和条件，除非另有明确书面约定。如果买方的订单条款与本协议不符，则向买方交付货物或按照买方的指示进行交付将构成宜瑞安根据本协议向买方出售货物的要约，且买方保留货物即视为接受要约。本协议中凡提及货物应指宜瑞安提供的产品及任何相关服务。

除非宜瑞安另行书面同意，如果发生冲突，将按照依次递减的优先顺序适用下述条款：

- a) 宜瑞安与买方签订和约定的合同的具体条款；
- b) 本协议；或
- c) 任何其他文件。

1. 订单。

买方可不时签发一份或多份订单（“订单”），载明有关产品的数量、期望的发货日期和发货说明。买方应提前 7 个工作日下订单，提前 4 个月提供滚动采购计划。所有订单均须经宜瑞安接受。任何订单、发票或双方交换的任何其他文件的条款均不得改变本协议的任何条

款，但每一方以书面方式明示对该等条款或条件表示同意的除外。

2. 有关产品的使用。

买方特此声明并保证，其购买有关产品系为了自用，除了涉及按收费包装安排将有关产品纳入其自己的产品或纳入第三方产品外，其不会向第三方转售或以其他方式转让有关产品。

3. 发货。

宜瑞安无义务在任何三十（30）天期限内交付超过买方对有关产品全年预计需求总量的十二分之一的数量。如买方未能根据其全年预计需求总量按比例订购月度数量，宜瑞安以后无义务再交付该等未订购的数量。

4. 价格调整。

4.1 在本协议期限内，每一合同年将对价格审核一次。在合同年结束前至少六十（60）天，双方应开始诚信协商，对下一个合同年的价格达成一致。如双方未能就价格达成一致，则当前价格将继续有效，但任何一方经提前九十（90）天发送书面通知后均可终止本协议。

4.2 在约定的交货日期前，如生产买方订购货物所需的资源、原材料或其他材料的价格上涨，宜瑞安有权相应提高所订货物的价格，但应提前十四（14）天向买方发送书面通知告知该等提价，而买方有权在收到该等通知后七（7）天内取消本协议。

5. 税款。

购买有关产品产生的任何税款，应由买方承担，但增值税（增值税包括在购买价格之中）以及对宜瑞安的所得征收的任何其他税款除外。

6. 政府收费。

任何新的税款、关税或政府收费或任何现有税款、关税、政府收费的提高以及宜瑞安生产、销售、交付有关产品的成本或采购该等有关产品使用的材料的成本的任何大幅上涨，均可在宜瑞安自行决定后加到本协议所述的价格中。

7. 交货。

对有关产品的每次交付，买方均应及时提供完整的发货说明（可在订单或合同中进行明确），以使宜瑞安能有足够的时间履行其于本附件项下之义务。如未提供发货说明，宜瑞安无义务进行发货。货物到达目的地的路径应由宜瑞安

决定。如宜瑞安预期无法在相关订单中规定的日期交付所有或部分有关产品，宜瑞安应立即将预计的交货延迟及预计的实际交货日期通知买方。双方应诚信配合以解决与有关产品的交付相关的任何问题。

8. 检验。

交货后，买方有三十（30）天时间对有关产品进行检验，无论以前是否已经支付任何款项。对于不符合本协议条款的任何有关产品，买方保留拒收及撤销接受的权利。如买方拒收任何有关产品，买方唯一的救济（可能提起赔偿主张的除外）是将不合格有关产品换成合格有关产品，费用由宜瑞安承担。

9. 保证。

宜瑞安保证，其有权转让有关产品的有效所有权，且该等所有权上无任何质押权或产权负担。宜瑞安进一步保证，在向买方发货之日，有关产品符合双方一致约定的有关产品规格。除本协议中明示规定外，宜瑞安对有关产品不作任何其他保证，包括但不限于关于适销性或适用于特别用途的任何保证。如任何有关产品不符合任何上述保证，买方唯一的救济（可能提起赔偿主张的除外）是

将不合格有关产品换成合格有关产品，费用由宜瑞安承担。

10. 责任限制。

尽管本协议中有任何其他规定，宜瑞安因本合同或有关产品引起而对买方承担的责任（无论是基于保证、合同、侵权（包括疏忽或故意行为）、严格责任还是其他），无论如何不得超过与被发现有瑕疵的那部分有关产品相关的有关产品原始发票金额。任何一方均不得因本协议而对任何后果性的、间接的、惩罚性或特殊的损害赔偿承担责任。所有索赔（包括但不限于关于声称有数量短缺的索赔或关于有关产品不符合上述保证的索赔），均应在买方得知有声称的瑕疵后（或买方在采用了良好生产标准和检验程序的情况下本应得知有声称的瑕疵后）三十（30）天内以书面方式通知宜瑞安，否则均应视为放弃；但是，无论如何不得在有关产品发运给宜瑞安之日起满一（1）年以后再提起任何索赔。

11. 赔偿。

除非本协议中另行规定，对于因下列原因或与下列各项相关而引起的任何索赔、要求、诉讼、责任、损失、损害、判决、罚款、和解和费用（合称“索赔”）（包括但不限于合理的律师费）：

(i) 赔偿方违反其于本协议项下的任何声明、保证、承诺、或义务；(ii) 赔偿方在其根据本协议开展活动（包括买方生产和销售包含有关产品的产品）时的严重疏忽或故意不当行为，每一方应赔偿另一方及其继承人、受让人、关联公司、雇员、高级管理人员、董事、代理人和代表并保障他们免受损害。无论索赔或诉讼是基于疏忽、严格侵权责任、违反合同或保证或任何其他法律理论认定、陈述或提出，上述赔偿义务均应适用。上述赔偿义务不得解释为系对关于赔偿方自身雇员工伤的责任限制的任何放弃或否认。本条规定在本协议终止或到期后应继续有效。

12. 终止。

如另一方违反其于本协议项下的任何声明、保证、承诺或义务，且另一方未能在收到关于该等违约的书面通知后三十（30）天内改正上述违约行为，则一方可终止本协议。本协议终止不得解除截止于终止生效时任何一方已发生的任何责任或义务，也不得在任何方面对本协议中明示规定在本协议终止后应继续有效的任何一方的任何权利或义务的继续有效有任何影响。

13. 保密。

买方和宜瑞安同意，本协议条款及就本协议获得的所有专有或保密信息（包括但不限于有关产品的价格）现在是且应始终属于保密信息，并且除非本协议中规定，否则在本协议期限内不会向任何第三方披露。另外，买方和宜瑞安均同意，其将在其各自的组织内部对涉及本协议所有方面的信息进行管制，并且仅在对其履行其于本协议项下之义务而言属于必要的范围内向其直接雇员披露本协议、本协议的性质和条款或就本协议获得的任何其他保密信息。本协议中的任何规定均不得视为禁止披露下列信息：法律或司法程序要求披露的信息；并非因披露信息的一方的过错现在或以后成为公开信息的信息；但是双方同意，这些除外情况应作狭义解释。本条规定在本协议终止或期满后应继续有效十（10）年。

14. 不可抗力。

除付款义务外，如未能或延迟履行本协议是本协议任何一方无法控制的情形（包括但不限于战争、罢工、劳工争议、火灾、水灾、龙卷风、飓风、政府干预、禁运、原材料短缺、交通设施或设备的故障、短缺或不可获得、天灾、

恐怖主义或并非因一方疏忽造成的任何其他情况）所造成的，则该方不应就该等未履约或延迟履约向另一方承担责任。声称发生不可抗力的一方应在得知不可抗力后的合理期限内向另一方发送书面通知。如任何一方根据本协议宣称发生不可抗力，则本协议应自该等宣称起六十（60）天内继续具有充分效力。上述六十(60)天期满后，未声称发生不可抗力的一方经向声称发生不可抗力的一方发送书面通知后可终止本协议。

15. 知识产权。

尽管存在根据本条款和条件作出的任何付款，宜瑞安将保留其为或代表买方制定的所有配方和规格的相关所有权、版权及所有知识产权。宜瑞安不对买方提供的任何配方、规格、信息或指示的准确性、性能或用途适用性负责。买方对提供给宜瑞安使用的任何配方、规格、信息或指示的准确性负责。如果宜瑞安遵循了买方或买方代表提供的任何配方、规格、信息或指示，对于宜瑞安因使用或遵循配方、规格、信息或指示而可能承担的所有索赔、损害、损失、处罚、费用和支出，包括对第三方的任何专利、注册设计、商标、版权或任何其他权利（包括精神权利）的侵犯，买方应赔偿宜瑞安并使其持续获得赔偿。

16. 反腐败法律合规。

16.1 买方同意并承诺，其在开展涉及本协议的业务时将遵守一切适用的法律，包括一切适用的反腐败法律、法规和条例。买方同意并承诺，其及其任何雇员、高级职员、董事、所有人、关联方、业务伙伴或代理均不会直接或间接通过第三方向任何政府官员、商业实体的代表或代表前述各方行事的任何人提供、支付、承诺支付或授权支付任何钱款或给予任何有价物，目的是影响政府官员或商业实体的代表以其职务身份作出的任何行为、决策或不作为；引诱政府官员或商业实体的代表违反其法定职责作出任何作为或不作为，或促使其利用其影响力来影响政府或商业实体的某一行或决策；或针对本协议项下的业务为买方或宜瑞安取得任何不当优势。

(a) “政府官员”指任何政府或政府实体（定义见下文）的雇员或官员以及公共职务的候选人。

(b) “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、部门或其他组织，由政府控制或拥有的任何商业或类似实体（包括任何国有和

国营的公司或企业），诸如联合国或世界银行等国际组织以及任何政党。

16.2 如果买方未能根据本协议履行其义务，宜瑞安应有权在发出书面通知后立即终止本协议或与买方之间的任何其他商业交易。买方无权就由于本协议根据本条终止而造成的任何性质的任何损失向宜瑞安寻求赔偿。如果中国的法律规定（且仅在此范围内），在本协议终止后应向买方支付任何该等赔偿，买方特此明确同意放弃该等赔偿（如果根据中国的法律可行）或将该等赔偿退还给宜瑞安。

17. 政策和行为规范

17.1 买方将遵守适用于买方与宜瑞安雇员之间交往的宜瑞安行为规范，也就是说，买方不会从事会导致宜瑞安雇员违反宜瑞安行为规范之规定的活动。

17.2 买方还将遵守宜瑞安制定的任何其他政策，包括对前述政策的修订及宜瑞安合理告知买方的其他政策（只要宜瑞安要求提供类似服务的其他顾问、供应商或售货商也遵守该等政策）。

18. 其他规定。

(a) 全部协议。本协议包含本协议双方之间就本协议标的达成的全部协议和谅解。本协议取代并优先于双方之间以前在任何方面与本协议标的相关的任何和所有谅解、协议或声明，无论是书面的还是口头的。

(b) 修订；并非放弃。除非经本协议每一方书面批准，否则对本协议任何条款的修改、修订或放弃均无效。任何一方任何时候未强制执行本协议的任何条款，无论如何不得解释为是对该等条款的放弃，也不得影响该方根据本协议条款强制执行本协议每一条款的权利。

(c) 双方的关系。本协议条款不得解释为在双方之间建立委托人/代理、合伙或合资关系。买方对宜瑞安而言系独立的缔约方，因此无权以宜瑞安的名义或代表宜瑞安签署任何协议、对任何协议进行任何变更、产生或承担任何义务或责任或作出任何其他行为。每一方均在自行承担风险和开支的情况下开展经营。

(d) 可分割性。本协议的任何条款的无效、非法或不可强制执行性，均不得影响或损害本协议其余部分的有效性、

合法性和可强制执行性，因此，特此宣布本协议的条款是可分割的；但是，每一方应诚信协商，以约定一个可强制执行的替代条款，其应与无效、非法或不可强制执行的条款具有同等经济和/或法律效力。

(e) 转让。任何一方均不得转让本协议项下的权利和义务或因本协议引起的任何诉讼，除非本协议双方签署书面文件表示同意。

(f) 无第三方。除非本协议中明示规定，否则本协议中的任何规定均不得解释为赋予或给予本协议双方之外的任何人或实体本协议项下的或因本协议产生的任何权利或救济。

(g) 收款费用。所有逾期付款均应按法律允许的最高利率计息，而买方应向宜瑞安偿付收款的所有实际费用，包括合理的律师费。如买方未在任何款项到期应付时付款，宜瑞安经选择可中止履行本协议直至收到上述款项和相应利息，并/或要求买方作出安排以确保对将来的发票及时付款。

(h) 无抵销权。买方不得以宜瑞安欠付的任何款项（无论是声称欠付还是实

际欠付)来抵销本协议项下应付的任何款项。

(i) 充分了解和咨询。双方特此确认,其在向其各自的律师进行咨询后完全了解本协议的条款和条件。本协议的条款和条件系经友好协商达成一致,而非由任何一方预设的。本协议不应被视为中国合同法项下的“格式合同”。

(j) 对应文本; 传真签署。本协议可签署一份或多份对应文本;就任何目的而言,每一对应文本均构成原件,所有对应文本一起构成同一份协议。就任何目的而言,在本协议对应文本上以传真方式签字应视为原始签字。

(k) 生效。本协议应于双方代表签署和盖章后生效。

19. 争议解决

如因本协议的解释或履行或与其相关发生任何争议,双方应首先争取通过友好协商解决该等争议。如果在一方向另一方发送要求开始协商的书面通知之日后三十(30)天内未以上述方式解决争议,则应将争议提交给中国国际经济贸易仲裁委员会(“贸仲委”)上海分会,根据其届时有效的程序规则通过仲裁解决。仲裁程序应在上海以中英文进行。

20. 法律选择

20.1 本协议受中华人民共和国国内法管辖,并按其解释,但其法律条款的选择规定不适用。

20.2 对于本协议项下产生或与本协议有关的任何事项或争议,双方特此无条件并不可撤销地接受中国法院的专属管辖。