

APPLE SOLUTIONS CONSULTING SERVICES (BEIJING) CO. LTD.
PURCHASE AGREEMENT
PURCHASE ORDER TERMS AND CONDITIONS

THIS PURCHASE AGREEMENT (the "**Agreement**") sets forth the terms and conditions that apply to all purchases of goods and services by Apple from Seller by means of a purchase order (a "**PO**") issued by Apple to Seller. As used in this Agreement, "**Seller**" means the entity identified on the face of a PO as "Seller" and its subsidiaries and affiliates, and "**Apple**" means Apple Solutions Consulting Services (Beijing) Co. Ltd. and its subsidiaries and affiliates. Seller and Apple hereby agree as follows:

1. **SERVICES & DELIVERABLES.** Seller agrees to perform the services ("**Services**") and/or provide the goods or deliverables described in a PO (collectively referred to as "**Goods**"), in accordance with the terms and conditions in this Agreement and the terms and conditions on the face of the PO, which terms are incorporated herein by reference. Upon acceptance of a PO, shipment of Goods or commencement of Services, Seller shall be bound by the provisions of this Agreement, whether Seller acknowledges or otherwise signs this Agreement or the PO, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services. A PO does not constitute a firm offer and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded, or otherwise altered, except in writing signed by an authorized Apple representative. Any terms or conditions contained in any acknowledgment, invoice, or other communication of Seller which are inconsistent with the terms and conditions of this Agreement, are hereby rejected. To the extent that a PO might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof, and shipment of the Goods or beginning performance of any Services by Seller shall constitute such assent. Apple hereby reserves the right to reschedule any delivery or cancel any PO issued at any time prior to shipment of the Goods or prior to commencement of any Services. Apple shall not be subject to any charges or other fees as a result of such cancellation.

2. **DELIVERY.** Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier, and to the place specified on the face of the applicable PO. Apple reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of transportation by land or sea. If no carrier is specified in the PO, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Goods within the time specified, Apple may, at its option, decline to accept the Goods and cancel the PO without liability or may demand its allocable fair share of Seller's available Goods and cancel the balance of the PO without liability. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. Apple's PO number must appear on all shipping containers, packing sheets, delivery tickets, and bills of lading. Seller will clearly identify the country of origin of all Goods delivered and will indemnify Apple with respect to any expenses, duties, penalties, damages, settlements, costs or attorney's fees incurred by Apple in connection with Seller's failure to identify or misidentification of the country of origin.

3. **IDENTIFICATION, RISK OF LOSS, & DESTRUCTION OF GOODS.** Identification of the Goods shall occur in accordance with applicable laws and regulations. Seller assumes all risk of loss until title transfers to Apple. Title to the Goods shall pass to Apple upon receipt by it of the Goods at the designated destination; provided, however, that if the designated destination is a warehouse operated by Seller or a third-party on Seller's behalf (a "**Hub**"), even if located on Apple's premises, receipt by Apple shall occur, and risk of loss and title shall transfer to Apple, when they are physically delivered to Apple and withdrawn from the Hub. If the Goods ordered are destroyed prior to title passing to Apple, Apple may at its option cancel the applicable PO without liability or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, Apple shall have the right to require delivery of the Goods not destroyed.

4. **PAYMENT.**

4.1. As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to Apple as provided in this Agreement, Apple shall pay Seller (i) the amount agreed upon and specified in the applicable PO, or (ii) Seller's quoted price on date of shipment (for Goods), or the date Services were started (for Services),

whichever is lower; provided, however, that if the designated destination for Goods is a Hub Apple shall pay Seller (a) the amount agreed upon and specified in the applicable PO, or (b) Seller's quoted price on the date such Goods are physically delivered to Apple and withdrawn from the Hub, whichever is lower. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts, and government-imposed surcharges shall be stated separately on Seller's invoice. Payment by Apple is made via electronic funds transfer or other reasonable means as dictated by Apple. Payment shall not constitute acceptance. All duties and taxes assessable upon the Goods prior to receipt by Apple of Goods conforming to the PO shall be borne by Seller. Seller shall invoice Apple for all Goods delivered and all Services actually performed. Each invoice submitted by Seller must be provided to Apple within ninety (90) days of completion of the Services or delivery of Goods and must reference the applicable PO, and Apple reserves the right to return all incorrect invoices. Apple will receive a 2% discount of the invoiced amount for all invoices that are submitted more than ninety (90) days after completion of the Services or delivery of the Goods. Unless otherwise specified on the face of a PO, Apple shall pay the invoiced amount within forty-five (45) days after receipt of a correct invoice. Seller will receive no royalty or other remuneration on the production or distribution of any products developed by Apple or Seller in connection with or based on the Goods or Services provided.

4.2. If Apple disputes the accuracy of an invoice (a "**Billing Dispute**"), Apple will not later than thirty (30) days following the date of receipt of such invoice, notify Seller in writing of the nature of the Billing Dispute. Apple may withhold payment of the disputed amount and such payment will not be considered past due during Seller's investigation. Seller will make commercially reasonable efforts to completely resolve the Billing Dispute within thirty (30) days following the date on which Seller received Apple's initial billing inquiry. If the parties are unable to resolve the Billing Dispute within such thirty (30) day period, it will be resolved pursuant to Section 27 below.

4.3. Seller shall maintain written or electronic records reflecting the basis for any charges billed in connection with a PO for five (5) years after Seller's receipt of Apple's final payment with respect to the PO. Apple shall have the right, but not the obligation, at any time or from time to time, during regular business hours, upon not less than twenty-four (24) hours' notice to Seller, to inspect, audit or examine Seller's operations, records, systems and facilities to determine Seller's and any sub-contractor's compliance with the PO and the basis for any amounts billed to Apple. Any such inspection, examination, and/or audit shall not (i) relieve Seller of any obligation, responsibility or liability, or (ii) constitute Apple's approval of or consent to any actions undertaken or methods, systems and/or procedures used by Seller. Any inspection, examination and/or audit that Apple may perform shall be for Apple's sole benefit. If any such audit discloses any overcharges, Seller shall, on demand, pay Apple the amount of such overcharges, together with interest on such overcharges at the rate of ten percent (10%) per annum, or the maximum amount allowed by law, whichever is less, from the date of each such overcharge, until reimbursed to Apple. If any such audit discloses overcharges, in addition to any amounts to which Apple may be entitled, Seller shall, on demand, reimburse Apple for all costs and expenses incurred by Apple in connection with such audit.

5. WARRANTIES.

5.1. Services. Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good, and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and any statements of work signed by an authorized representative of Apple and shall be correct and appropriate for the purposes stated therein. Seller represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.

5.2. Goods. Seller warrants that it has good and transferable title to the Goods and that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from all defects and shall conform to all applicable specifications and any statements of work signed by an authorized representative of Apple for a period of fifteen (15) months from the date of delivery to Apple or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Seller hereby agrees that it will make spare parts available to Apple for a period of seven (7) years from the date of shipment at Seller's then current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by applicable laws. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to Apple Seller's standard warranty and service guarantee applicable to the Goods. All warranties shall run both to Apple and to its customers. If Apple identifies a warranty problem with

the Goods during the warranty period, Apple will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at Apple's option, either repair or replace such Goods, or credit Apple's account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

6. INSPECTION. Apple shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity to the PO and applicable specifications and any statements of work signed by an authorized representative of Apple, and Goods received prior to inspection shall not be deemed accepted until Apple has run adequate tests to determine whether the Goods conform thereto. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform with the provisions hereof, Apple shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect and risk of loss will pass to Seller upon Apple's delivery to the common carrier.

7. INDEPENDENT CONTRACTOR. Apple is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind Apple by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("**Seller's Affiliates**") are agents or employees of Apple, and therefore are not entitled to any employee benefits of Apple, including but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment. Apple may require a background check of any of Seller's Affiliates who perform Services on Apple premises, and Seller hereby agrees to conduct such investigation in accordance with background check standards to be provided by Apple, and shall at all times comply with all laws and regulations applicable to background investigations. Apple shall keep the results of any such investigation confidential, and provide such information only to those persons with a business need to know, or as required by applicable law. Seller's Affiliates shall observe the working rules of all Apple premises when on such premises. Apple reserves the right to prohibit any Seller's Affiliates from performing Services on Apple's premises.

8. SELLER RESPONSIBLE FOR TAXES AND RECORDS. Seller shall be liable for any applicable income taxes, levies, duties, costs, charges, withholdings, deductions or any charges of equivalent effect imposed on, or in respect of the Goods or Services provided by Seller to Apple under this Agreement. Where applicable, Seller will charge Apple sales tax, excise tax, use tax, value added tax ("**VAT**"), goods and services tax ("**GST**"), consumption tax, or equivalent type charges (hereinafter "**Transaction Taxes**") that are owed by Apple solely as a result of the Goods or Services provided by Seller to Apple under this Agreement and which are required or permitted to be collected from Apple by Seller under applicable law. If Apple provides Seller with a valid exemption certificate, Seller shall not collect the Transaction Taxes covered by such certificate. All charges will be supported by valid tax invoices provided by Seller to Apple consistent with the relevant jurisdiction. Where any relevant taxation authority imposes any income tax on the payment for Goods or Services by Apple to Seller and requires Apple to withhold such tax ("**Withholding Tax**"), Apple may deduct such Withholding Tax from the payment to Seller and remit such Withholding Tax to the relevant taxing authority on behalf of Seller. The determination of the applicability of a Withholding Tax is at Apple's sole discretion. In the event a reduced Withholding Tax rate may apply on payments to Seller, Seller shall furnish to Apple as soon as practicable all documentation necessary to evidence the qualifications for the reduced rate of Withholding Tax. If the necessary documentation is not provided in a timely fashion before payment, the reduced Withholding Tax rate will not apply and any payments to Seller shall be subject to the full rate of Withholding Tax. Upon reasonable request by Seller, Apple shall furnish Seller with tax receipts or other documentation evidencing the payment of such Withholding Tax when available. Seller shall be solely responsible for filing the appropriate tax forms and paying all taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement. Upon request, Seller shall provide Apple with any other necessary tax documentation. Where applicable, a non-U.S. Seller shall note, on each invoice issued to Apple under this Agreement, the amount of Services performed, or Goods provided by Seller within the United States, if any. Seller further agrees to provide Apple with reasonable assistance in the event of a government audit.

9. INSURANCE. Seller shall be solely responsible for maintaining and requiring Seller's Affiliates to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's and Seller's Affiliates' trades or businesses, whichever affords greater coverage. Upon request, Seller shall provide Apple with certificates of insurance or evidence of

coverage before commencing performance under this Agreement. Seller shall provide adequate coverage for any Apple property under the care, custody or control of Seller or Seller's Affiliates.

10. INDEMNITY. Seller shall indemnify, hold harmless, and at Apple's request, defend Apple, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses, and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided pursuant to a PO, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean up costs, (ii) Seller failing to satisfy the applicable laws and regulations for an independent contractor, (iii) any claim based on the negligence, omissions, or willful misconduct of Seller or any of Seller's Affiliates, (iv) Seller failing to satisfy its obligations with regard to the protection of Confidential Data as described in Section 11 below, (v) Seller failing to comply with a requirement of applicable law, and (vi) any claim by a third party against Apple alleging that the Goods or Services, the results of such Services, or any other products or processes provided pursuant to a PO, infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other products, software, or processes. Seller shall not settle any such suit or claim without Apple's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by Apple in enforcing this indemnity, including attorneys' fees. Should the use of any Goods or Services by Apple, its distributors, subcontractors, or customers be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for Apple, its distributors, subcontractors, or customers the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

11. CONFIDENTIALITY; PERSONAL DATA; DATA SECURITY.

11.1 Confidentiality. Seller may acquire knowledge of Apple Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Apple Confidential Information in confidence during and following termination or expiration of this Agreement. "**Apple Confidential Information**" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined in Section 12, below), and other material or information considered proprietary by Apple relating to the current or anticipated business or affairs of Apple which is disclosed directly or indirectly to Seller. In addition, Apple Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to Apple. Apple Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before Apple disclosed it to Seller, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller, (iii) which Seller developed independently without use of the Apple Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Apple Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to Apple of such requirement prior to disclosure. Seller agrees not to copy, alter, or directly or indirectly disclose any Apple Confidential Information. Additionally, Seller agrees to limit its internal distribution of Apple Confidential Information to Seller's Affiliates who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's Affiliates of nondisclosure agreements with provisions substantially similar to those set forth in this Agreement. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Apple Confidential Information. Seller further agrees not to use the Apple Confidential Information except in the course of performing hereunder and will not use such Apple Confidential Information for its own benefit or for the benefit of any third party. The mingling of the Apple Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products incorporating Apple Confidential Information without Apple's express written consent in each instance. All Apple Confidential Information is and shall remain Apple property. Upon Apple's written request or the termination of this Agreement, Seller shall return, transfer, or assign to Apple all Apple Confidential Information, including all Work Product.

11.2 Protection of Personal Data. As a result of this Agreement, Seller and Seller Parties may obtain certain information relating to identified or identifiable individuals (“**Personal Data**”), including but not limited to, from Apple on Apple’s or its affiliate(s)’ behalf and/or from Apple affiliates located in any jurisdiction. Seller shall have no right, title or interest in Personal Data obtained by it as a result of this Agreement. The details of the type of Personal Data and categories of data subjects shall be determined in a PO, statements of work or other contractual instruments executed in connection with this Agreement.

Seller may only disclose Personal Data to third parties (including Seller Parties), who have a need to know and have signed agreements that require them to protect Personal Data in the same manner as detailed in this Agreement. Seller shall not engage any third party to perform any portion of the Services if such party may obtain or otherwise process Personal Data, without Apple’s prior written consent. Notwithstanding such consent, Seller shall not be relieved of any obligations under this Section and shall remain solely liable to Apple if the third party fails to fulfil its obligations with respect to Personal Data.

Seller and Seller Parties shall: (i) comply with Apple’s or its affiliate’s reasonable instructions regarding Personal Data, unless otherwise required by applicable law, in which case, Seller shall promptly notify Apple of the applicable legal requirement before processing Personal Data, unless such applicable legal requirement prohibits such notification for public interest reasons; (ii) immediately inform Apple if, in its opinion, an instruction from Apple infringes Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 or other applicable data protection laws; (iii) collect, access, maintain, use, process and transfer Personal Data solely for the purpose of performing Seller’s obligations under this Agreement; (iv) comply with all applicable laws, regulations and international accords or treaties pertaining to Personal Data; (v) take all appropriate legal, organizational and technical measures to protect against unlawful and unauthorized processing of Personal Data; and (vi) promptly notify Apple’s Privacy Counsel at privacy_notifications@apple.com if it receives any requests from an individual with respect to Personal Data, including but not limited to, “opt-out” specifications, information access requests, information rectification requests and all like requests. Seller shall work with Apple to promptly and effectively handle such requests with respect to Personal Data, and only respond to any such requests if expressly authorized to do so by Apple.

If Personal Data is transferred from the European Economic Area or Switzerland to or by Seller and/or Seller Parties, as processor and/or sub-processor, to a jurisdiction which the European Commission or, where relevant, the Swiss Federal Data Protection and Information Commissioner, have not determined as ensuring an adequate level of protection of personal data, then Seller shall either: (a) subscribe to the appropriate legal instruments for the international transfer of data (such as the EU-U.S. Privacy Shield Framework); or (b) execute: (1) the Standard Contractual Clauses as approved by the European Commission; and (2) where relevant, the Swiss Transborder Data Flow Agreement; or (c) execute mutually agreeable contractual instruments or Binding Corporate Rules (BCR) as such BCR are approved by the relevant supervisory authority.

Seller shall be liable for the damage caused to any individual as a result of Seller’s processing of Personal Data, where Seller has not complied with its obligations under this Section or any applicable laws, regulations and international accords or treaties pertaining to Personal Data, or where it has acted outside or contrary to lawful instructions from Apple.

11.3 Data Security. Seller shall take all appropriate legal, organizational and technical measures to protect against unlawful and unauthorized processing of Personal Data or Apple Confidential Information (“**Confidential Data**”). Seller shall maintain reasonable operating standards and security procedures, and shall use its best efforts to secure Confidential Data through the use of appropriate physical and logical security measures including, but not limited to, appropriate network security and encryption technologies, and the use of reasonable user identification or password control requirements, including multiple-factor authentication, strong passwords, session time-outs, and other security procedures as may be issued from time to time by Apple. If requested by Apple at any time during the term of this Agreement, Seller shall provide Apple with a copy of Seller’s then current security policy. Seller shall promptly notify Apple if Seller knows or has reason to believe there has been any misuse, compromise, loss, or unauthorized disclosure or acquisition of, or access to, Confidential Data (“**Information Security Breach**”). Upon any discovery of an Information Security Breach, Seller will investigate, remediate, and mitigate the effects of the Information Security Breach, and provide Apple with assurances reasonably satisfactory to Apple that such Information Security Breach

will not recur. Seller shall provide at Apple's request information related to any such Information Security Breach, including but not limited to, vulnerabilities or flaws, start or end date, date of discovery, and specific actions taken to contain and/or mitigate. If any Information Security Breach occurs as a result of an act or omission of Seller or Seller Parties, Seller will, at Seller's sole expense, undertake remedial measures (including notice, credit monitoring services, fraud insurance and the establishment of a call center to respond to customer inquiries) in accordance with Apple's instructions.

11.4 Assistance. Seller shall provide Apple with reasonable assistance and support and shall act solely at Apple's direction in (i) responding to an investigation or cooperation request by a data protection regulator or similar authority; (ii) providing notice of an Information Security Breach to any third party where required or requested by Apple; (iii) conducting legally required privacy, security, or data protection impact assessments; and (iv) consulting with the relevant authorities when required in relation to such impact assessments.

11.5 Return or Destruction of Confidential Data. Upon termination of this Agreement for any reason, Seller shall promptly contact Apple for instructions regarding the return, destruction or other appropriate action with regard to Confidential Data. Upon termination of this Agreement for any reason, or at any time at the request of Apple, Seller shall: (i) return all Confidential Data to Apple, including but not limited to all paper and electronic files, materials, documentation, notes, plans, drawings, and all copies thereof, and ensure that all electronic copies of such Confidential Data are deleted from Seller's (and where applicable, its Subcontractors') systems; or (ii) if requested by Apple in writing, promptly destroy, delete and render unrecoverable all tangible and electronic instances of Confidential Data from Seller's (and where applicable, its Subcontractors') systems, all in accordance with the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitization. If requested by Apple, Seller shall provide Apple with written confirmation of its compliance with the requirements of this Section.

11.6 Notification of Non-Compliance. If Seller is unable to comply with the obligations stated in this Section, Seller shall promptly notify Apple, and Apple may take any one or more of the following actions: (i) suspend the transfer of Confidential Data to Seller; (ii) require Seller to cease processing Confidential Data; (iii) demand the secure return or destruction of Confidential Data; and/or (iv) immediately terminate this Agreement.

11.7 Seller shall make available to Apple all information necessary to demonstrate compliance with the obligations of this Section and all applicable laws, regulations and international accords or treaties pertaining to Personal Data; and acknowledges and agrees that Apple or an Apple-appointed third-party (collectively, "Monitor") has the right, for the purpose of verifying compliance with the requirements of this Section, to review the systems, records and/or facilities of Seller and Seller's subcontractors and affiliates that provide goods and/or services related to or involving the processing, transport or storage of Confidential Data. Apple will announce its intent to review Seller in accordance with this Section by providing at least five (5) business days' notice to Seller. Seller will provide Monitor with access to its site, systems and records as reasonably necessary to assess compliance with the requirements of this Section. At Apple's reasonable request, Seller will provide Monitor with a personal site guide while on-site. Seller will make available to Monitor, for in-person or phone interviews, any Seller employees and/or contractors for the provision of information and cooperation related to the verification hereunder. Such verification will be at Apple's expense, unless it reveals material non-compliance with the requirements of this Section, in which case the cost will be borne by Seller.

12. OWNERSHIP OF WORK PRODUCT. For purposes of this Agreement, "**Work Product**" includes, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, Service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, information and materials made, conceived, or developed by Seller, alone or with others, which result from or relate to the Services performed pursuant to a PO, and all copies thereof. Standard Goods manufactured by Seller and sold to Apple without having been designed, customized, or modified for Apple do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of Apple. Seller hereby agrees to irrevocably assign and transfer to Apple and does hereby assign and transfer to Apple all of its worldwide right, title, and interest in and to the Work Product including all associated intellectual property rights. Apple will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name, or to follow any other procedure that Apple deems appropriate. Seller agrees: (a) to disclose promptly in writing to Apple all Work Product in its possession; (b) to assist Apple in every reasonable way, at Apple's expense, to secure, perfect, register, apply for, maintain, and defend for Apple's benefit all copyrights, patent rights, mask work

rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in Apple's name as it deems appropriate; and (c) to otherwise treat all Work Product as Apple Confidential Information as described above. These obligations to disclose, assist, execute, and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by Apple to Seller shall remain the sole property of Apple. Seller will ensure that Seller's Affiliates appropriately waive any and all claims and assign to Apple any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against Apple or its direct or indirect customers, assignees, or licensees any claim of any intellectual property rights of Seller affecting the Work Product. Apple will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities, or trade secret or Apple Confidential Information, unless (i) such works relate to Apple's business, or Apple's actual or demonstrably anticipated research or development, or (ii) such works result from any Services performed by Seller for Apple.

13. ANTI-CORRUPTION.

13.1 Seller shall comply with, and shall ensure that all Seller's Affiliates comply with Apple's Anti-Corruption Policy as posted on Apple's public website, and with all applicable laws and regulations enacted to combat bribery and corruption, including the United States Foreign Corrupt Practices Act, the UK Bribery Act, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials, and any corresponding laws of all countries where business or services will be conducted or performed pursuant to this Agreement. Seller shall not, and shall ensure that Seller's Affiliates do not, either directly or indirectly, pay, offer, promise to pay, or give anything of value (including any amounts paid or credited by Apple to Seller) to any person including an employee or official of a government, government controlled enterprise or company, or political party, with the reasonable knowledge that it will be used for the purpose of obtaining any improper benefit or to improperly influence any act or decision by such person or for the purpose of obtaining, retaining, or directing business. Any amounts paid by Apple to Seller or Seller's Affiliates pursuant to the terms of this Agreement will be for services actually rendered, or products sold, in accordance with the terms of this Agreement. Seller shall not, and shall ensure that Seller's Affiliates do not, offer or accept bribes or kickbacks in any form.

13.2 Disclosure of Government Related Parties. Seller and Seller's Affiliates represents and warrants that they have, to the best of the Seller's and Seller's Affiliate's knowledge and to the extent permitted by law, provided Apple with complete and accurate information regarding any majority owner, partner, officer, director, manager of Seller or Seller's Affiliates, or any other party who is authorized to conduct business on behalf of Seller or Seller's Affiliates (collectively, "**Seller Authorized Parties**") that is, has been or will become, an official or employee of a governmental entity or political party or a candidate for political office (each, a "**Government Related Party**"). If at any time during the term of this Agreement, Seller or Seller's Affiliates becomes aware, or otherwise has reason to believe, that any Seller Authorized Party is, has been or will become, a Government Related Party, then, to the extent permissible by law, Seller shall promptly notify Apple.

14. NO GRATUITIES. Seller shall not, and shall ensure that Seller's Affiliates do not, either directly, or indirectly, offer or give any person or entity any gift, gratuity, payment or other inducement with a view toward securing business from Apple or influencing the terms, conditions or performance of this Agreement or any PO.

15. TERMINATION. Apple may terminate this Agreement immediately upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, is subject to external administration (or equivalent events under local law) or dissolves. In the event of such termination, Apple shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to Apple through the date of termination, less appropriate offsets, including any additional costs to be incurred by Apple in completing the Services. Apple may terminate this Agreement for convenience upon ten (10) days' written notice to Seller. Seller shall cease to perform Services and/or provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, Apple shall be liable to Seller only for those Services satisfactorily performed and those conforming Goods delivered to Apple through the date of termination, less appropriate offsets. Seller may terminate this Agreement upon written notice to Apple if Apple fails to pay Seller within sixty (60) days after Seller notifies Apple in writing that payment is past due. Upon the expiration or termination of this Agreement

for any reason: (i) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (ii) Seller will promptly notify Apple of all Apple Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with Apple's instructions, will promptly deliver to Apple all such Apple Confidential Information and/or Work Product.

16. SURVIVAL OF OBLIGATIONS. Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

17. FORCE MAJEURE. Neither party will be liable for any failure to perform, including failure to accept performance of Services or take delivery of the Goods as provided, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of war, government action or accident, provided it promptly notifies the other party and uses reasonable efforts to correct its failure to perform.

18. SEVERABILITY. If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19. REMEDIES. If Seller breaches this Agreement, Apple shall have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by Apple shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Goods for Apple's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by Apple and any resale so made shall be for the account of Seller. Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to Apple for which there will be no adequate remedy at law and, in the event of such breach, Apple will be entitled to seek injunctive relief, or a decree of specific performance (or equivalent relief under local law).

20. ATTORNEYS' FEES. In any action to enforce this Agreement, the prevailing party shall be entitled to recover all court costs and expenses and reasonable attorneys' fees, in addition to any other relief to which it may be entitled.

21. LIMITATION OF LIABILITY. IN NO EVENT WHETHER AS A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL APPLE BE LIABLE TO SELLER OR SELLER'S AFFILIATES, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT) ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT APPLE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

22. ASSIGNMENT/WAIVER. Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of Apple. Any assignment or transfer without such written consent shall be null and void. A waiver of any default or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

23. NONEXCLUSIVE AGREEMENT. This is not an exclusive agreement. Apple is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer, and provide Seller's Services and/or Goods to others; provided however, that Seller does not breach this Agreement.

24. NOTICES. Except for POs which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices required or permitted by this Agreement must be in writing addressed to the authorized representative(s) of the other party. Notice will be deemed given (i) when delivered personally; (ii) when sent by confirmed facsimile; (iii) one day after having been sent by commercial overnight carrier specifying next-day delivery with written verification of receipt; and (iv) three days after having been sent by registered mail postage prepaid. A copy of any

notice sent to Apple must also be sent simultaneously to Apple's General Counsel at Apple Inc., One Apple Park Way, Cupertino, CA 95014, fax (408) 974-8530.

25. COMPLIANCE WITH LAWS; SAFETY AND LABOR STANDARDS.

25.1. General. Seller and Seller's Affiliates will comply with all applicable laws and regulations (including, without limitation, the applicable laws, orders, policies, and regulations of the U.S. Government, U.S. Customs, and any other applicable jurisdiction in which Goods or Services are provided, relating to import, export and re-export of commodities, technical data and software, privacy, labor and employment, anti-discrimination and anti-harassment, freedom of association, environmental protection, hazardous substances management, pollution prevention and resource sustainability, waste management, recycling, protection of intellectual property, and anti-corruption) and Seller will defend and hold Apple harmless from any expense or damage resulting from its violation or alleged violation of any such law or regulation in the performance of this Agreement.

25.2 Supplier Code of Conduct. At all times during the term of this Agreement, Seller will comply with the Apple Supplier Code of Conduct ("**Code of Conduct**"), as amended by Apple from time-to-time, available from Apple's public website at <https://www.apple.com/supplier-responsibility/>. Notwithstanding anything to the contrary herein, Seller will: (i) allow Apple and a third party representative, retained by or representing Apple (collectively, the "**Auditor**"), to assess Seller's compliance with the Code of Conduct by inspecting Seller's facilities and/or reviewing Seller's practices, policies, and relevant records without notice, and/or by interviewing Seller's personnel without monitoring, solely to verify Seller's compliance with the Code of Conduct (collectively, an "**Assessment**"); (ii) promptly provide the Auditor with access to any relevant facilities and personnel without disruption or interference, in connection with any Assessment; (iii) promptly provide complete and accurate information and documentation in response to the Auditor's requests; (iv) allow the Auditor to review and assess working hours and conditions, remuneration and benefits, personnel practices, production, dormitory, and dining facilities, business conduct, and health, safety, and environmental practices, as applicable, in connection with any Assessment; (v) not request or encourage, directly or indirectly, any Seller personnel to furnish false or incomplete information in connection with any Assessment; (vi) not take retaliatory action against any Seller personnel interviewed during an Assessment; and (vii) promptly implement corrective action to remedy any material non-conformance with the Code of Conduct. Apple may disclose the results of any Assessment in connection with its corporate responsibility, corporate compliance, and periodic reporting activities. Seller will obtain all permits, consents, and authorizations necessary to enable the Auditor to assess Seller's policies, practices, records, and facilities. Seller's failure to perform its obligations described in this subsection or to remedy any material non-conformance with the Code of Conduct after a reasonable amount of time will constitute a breach of this Agreement. For purposes of this subsection, the term "Seller" includes any party that performs a material portion of the obligations to Apple under this Agreement.

25.3. Export Compliance. Seller agrees that it will not export, re-export, resell or transfer any export controlled commodity, technical data or software (i) in violation of such limitations imposed by the United States or any other appropriate national government authority; or (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals. To the extent that services will be provided in the United States and/or that Goods will be transported into the United States, Seller represents that either (a) it is C-TPAT certified by U.S. Customs & Border Protection, and will maintain that certification while providing services in, or transporting Goods into, the United States or (b) it will comply with the C-TPAT (Customs Trade Partnership Against Terrorism) security procedures that may be found on the U.S. Customs website at www.cbp.gov <<http://www.cbp.gov>> (or such other website that the C-TPAT security procedures may be moved to by the U.S. Government)

25.4. Customs. Upon Apple's request, Seller will promptly provide Apple with a statement of origin for all Goods and applicable Customs documentation for Goods.

25.5. Not used

25.6. Hazardous Materials. If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling, and transportation of such hazardous materials.

26. PUBLICITY/MARKS. Seller will not use (or permit Seller's Affiliates to use) Apple's trademarks, service marks, trade names, logo or other commercial or product designations for any purpose, or make (or permit Seller's Affiliates to make) any public statement whatsoever (including, without limitation, press releases, media statements, case studies or the like) regarding the existence of this Agreement or the parties' relationship.

27. GOVERNING LAW. This Agreement and the rights and obligations of the parties will be governed by and construed and enforced in accordance with the laws of the People's Republic of China (PRC) without regard to conflicts of law principles. The parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any applicable legislation implementing that convention will not apply to this Agreement or to their relationship.

28. DISPUTE RESOLUTION, JURISDICTION AND VENUE. If there is a dispute between the parties (whether or not the dispute arises out of or relates to this Agreement), the parties agree that they will first attempt to resolve the dispute through one senior management member of each party. If they are unable to do so within sixty (60) days after the complaining party's written notice to the other party, the parties will then seek to resolve the dispute through non-binding mediation conducted in Beijing, PRC. Each party must bear its own expenses in connection with the mediation and must share equally the fees and expenses of the mediator. If the parties are unable to resolve the dispute within sixty (60) days after commencing mediation, such disputes or differences shall be resolved by binding arbitration under the Arbitration Rules of China International Economic and Trade Arbitration Commission ("CIETAC") in force at the relevant time, as amended by this Section, in the English language, before a single arbitrator selected by the parties hereto or, in the absence of agreement, by the chief executive officer for the time being of CIETAC. The arbitrator shall not be a US or PRC national unless otherwise agreed upon by the parties in writing. The parties shall be entitled to legal representation in such arbitration proceedings. Notwithstanding the foregoing, Apple may, at its discretion, take action in any forum it sees fit, including the courts of PRC, to recover trade debt or protect any copyright, trade mark, design, patent, confidential information or other intellectual property right claimed by Apple from time to time. The parties hereby waive, to the extent applicable, any bond requirements for obtaining equitable relief.

SELLER SHALL BE REQUIRED TO PROVIDE FORMAL NOTICE OF INTENTION TO ARBITRATE NO LATER THAN THIRTY (30) DAYS AFTER THE AFOREMENTIONED SIXTY (60) DAY WINDOW EXPIRES. SELLER HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS WITH RESPECT TO ANY DISPUTE OR CONTROVERSY AS TO WHICH SELLER FAILS TO PROVIDE THE APPLICABLE DISPUTE NOTICE REQUIRED HEREUNDER WITHIN SUCH TIME PERIOD OF THIRTY (30) DAYS. IN ADDITION, ANY LITIGATION ARISING OUT OF ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE FIRST DATE SUCH ACTION COULD HAVE BEEN BROUGHT. IF A LONGER PERIOD IS PROVIDED BY STATUTE, THE PARTIES HEREBY EXPRESSLY WAIVE IT. The parties irrevocably submit to the exclusive jurisdiction of those courts and agree that final judgment in any action or proceeding brought in such courts will be conclusive and may be enforced in any other jurisdiction by suit on the judgment (a certified copy of which will be conclusive evidence of the judgment) or in any other manner provided by law. Process served personally or by registered mail, return receipt requested, will constitute adequate service of process in any such action, suit or proceeding. Each party irrevocably waives to the fullest extent permitted by applicable law (i) any objection it may have to the laying of venue in any court referred to above; (ii) any claim that any such action or proceeding has been brought in an inconvenient forum; and (iii) any immunity that it or its assets may have from any suit, execution, attachment (whether provisional or final, in aid of execution, before judgment or otherwise) or other legal process.

29. INJUNCTIVE RELIEF. Notwithstanding Section 28 above, either party may seek injunctive relief in order to protect its confidential information or intellectual property at any time, provided it does so in the courts of Beijing, PRC. The parties hereby waive any bond requirements for obtaining injunctive relief or any objection on the basis that damages would be an adequate remedy. The confidentiality provisions of this Agreement will be enforceable under the provisions of applicable laws and regulations.

30. ENTIRE AGREEMENT/MODIFICATION. This Agreement is the complete, final, and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing signed by the parties. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement that is signed by both parties and covers the same subject matter as this Agreement or its related POs.

This Agreement is being provided in English and another language, the English version shall govern to the extent of any inconsistencies.

苹果智元咨询(北京)有限公司
采购协议
采购订单条款和条件

本采购协议（“**本协议**”）约定了适用于苹果通过其向卖方签发的采购订单（“**采购订单**”）向卖方购买的所有货物和服务的条款和条件。在本协议中使用**时**，“**卖方**”是指在采购订单正面确定为“**卖方**”的实体及其子公司和关联方，“**苹果**”是指苹果智元咨询(北京)有限公司及其子公司和关联方。卖方和苹果在此约定如下：

1. 服务和交付物。卖方同意，按照本协议的条款和条件以及采购订单正面的条款和条件（该等条款通过援引纳入本协议），履行服务（“**服务**”）和/或提供采购订单中所述的货物或交付物（统称为“**货物**”）。除非卖方在货物装运或服务开始之前以书面方式对本协议条款提出异议，在收到采购订单、货物装运或服务开始之后，卖方即应接受本协议条款的约束，无论卖方是否认可或签订本协议或采购订单。采购订单不构成要约，可以在承诺之前随时撤回。除苹果的授权代表书面签字之外，本协议不得被增加、修改、取代或以其他方式变更。在任何确认书、账单或卖方的其他通信中包含的与本协议条款和条件不一致的任何条款和条件，均在此予以排除。在采购订单可能被视为对卖方之前要约的承诺的情形下，该等承诺应明确做出，并以卖方同意本协议条款为条件；卖方装运货物或开始提供任何服务均构成该等同意。苹果在此保留在货物装运之前或任何服务开始之前，重新安排任何交付或随时取消任何采购订单的权利。苹果不会因该等取消承担任何费用或其他支出。

2. 交付。时间至关重要。货物应按照时间表，通过承运人交付至相关采购订单正面列明的地点。苹果保留退还在交付时间表之前接收所有货物的权利，并且由卖方支付退货运费。若未约定交付时间表，则应迅速填写订单，交付将以陆运或海运中最快捷的方式进行。若采购订单中未约定承运人，则卖方应使用运费最低的承运人。若卖方未在约定时间内交付货物，苹果可自行选择拒绝接受货物并取消采购订单，而不承担任何责任，也可要求卖方交付可分配的合理份额的货物并取消采购订单中的多余部分，且不承担任何责任。卖方应使用合适的集装箱包装所有物品，以便安全运输和处理。交付的每个集装箱均须粘贴标签并做出标记，以便无需开封即可辨认箱内的内容，且所有箱子和包装均须包含列明其中内容的包装清单。苹果的采购订单编号必须在所有装运集装箱、包装清单、交货单和提单中说明。卖方应明确指明所有交付货物的产地，并且对于苹果就卖方未指明或错误指明产地而引起的任何支出、关税、罚金、损害赔偿、和解、费用或律师费，卖方应赔偿苹果。

3. 标记、货物损毁和灭失的风险。应按照相关法律法规对货物进行标记。卖方承担所有灭失风险，直至所有权转移至苹果。货物所有权自苹果在指定目的地接收货物后转移至苹果，但是，若指定目的地是卖方或代表卖方的第三方运营的仓库（“**仓储中心**”），即便其位于苹果的场地，自货物实际交付给苹果并从仓储中心运走后苹果即接收，则灭失风险和所有权应转移至苹果。若订购货物在所有权转移至苹果之前被损毁，苹果可以自行选择取消相关采购订单，且不承担责任，或者要求交付具有相同质量和数量的替代货物。该等交付应在商业上合理可行的范围内尽快做出。若货物部分灭失，苹果有权要求交付未损毁的货物。

4. 付款

4.1. 作为按照本协议向苹果履行服务、交付货物和转让权利的充分对价，苹果应向卖方支付：（i）在相关采购订单中约定并列明的金额，或（ii）卖方在装运日期的（货物）报价或在服务开始日期的（服务）报价，以较低者为准；但是，若货物的指定目的地是仓储中心，苹果应向卖方支付：（a）在相关采购订单中约定并列明的金额，或（b）卖方在该等货物实际交付给苹果并从仓储中心运走之日的卖方报价，以较低者为准。相关税款和其他费用，例如运费、税收、进口税、关税、税赋和政府征收的附加费，均应在卖方账单中单独列明。苹果的付款通过电子资金转账的方式或苹果指示的其他合理方式做出。付款不构成承诺。

对于苹果收到符合采购订单的货物之前对货物征收的所有关税和税款，均由卖方承担。对于已交付的所有货物和实际履行的所有服务，卖方应向苹果出具账单。卖方提交的每份账单均应在服务完成或货物交付后九十（90）天内提交，且必须提及相关采购订单，苹果保留返回所有错误账单的权利。对于超出服务完成或货物交付后九十（90）天提交的所有账单，苹果将对账单金额享受 2% 的折扣。除非在采购订单正面另有约定，苹果应在收到正确账单后四十五（45）天内支付账单金额。对于苹果或卖方开发的与所提供的货物或服务相关的任何产品，或者基于所提供的货物或服务而开发的任何产品，卖方对其生产或分销不得收取使用费或其他报酬。

4.2. 若苹果对账单的准确性存在争议（“**账单争议**”），苹果应在收到该等账单后三十（30）日内，书面通知卖方该等账单争议的性质。苹果可以拒付该等争议金额，且该等金额在卖方调查期间不得被视为到期未付。卖方应尽商业上合理的努力，在卖方收到苹果初始账单询问之日后三十（30）天内解决账单争议。若双方无法在上述三十（30）日的期限内解决账单争议，双方应按照下述第 27 条解决。

4.3. 对于与采购订单相关的任何已开账单的费用，卖方应在收到苹果关于采购订单的尾款后五（5）年内保存反映收取上述费用原因的书面或电子记录。经至少提前二十四（24）小时通知卖方，苹果有权但无义务在正常营业时间内，随时或不时调查、审计或检查卖方的运营、记录、系统和场所，以确定卖方及任何分包商是否遵守采购订单，并确定向苹果开具账单的任何金额的基础。任何该等调查、审计或检查均不（i）免除卖方的任何义务或责任，或者（ii）构成苹果对卖方已采取的任何行动或者卖方使用的方法、系统和/或程序的批准或同意。苹果可能进行的任何调查、检查和/或审计均仅为苹果的利益而做出。若任何该等审计披露出任何超额收费的情况，经要求，卖方应向苹果支付该等超额收取的金额，以及自该等超额收费之日起至为苹果报销之日按每年百分之十（10%）的利率对该等超额收费收取的利息，或者法律允许的最高金额，以较少者为准。若任何该等审计披露出超额收费的情况，除苹果可能享有的任何金额外，经要求，卖方应为苹果报销苹果因该等审计所产生的全部成本和费用。

5. 保证

5.1. 服务。卖方陈述并保证，其所有服务均应以专业、熟练的方式，并以良好且合理的专业程序所需的熟练和谨慎程度完成。此外，卖方陈述和保证，其服务应按照相关说明和苹果授权代表签署的任何工作说明提供，应当准确且适于工作说明中所述的目的。卖方陈述并保证，提供本协议项下的服务不会与卖方受约束的任何其他协议或法律限制相冲突，或以任何方式受到限制。

5.2. 货物。卖方保证，其对货物拥有完好且可转让的所有权，且其提供的所有货物均是崭新，而非使用过或翻新货物。卖方保证，在交付给苹果之日后十五（15）个月内，或者卖方对货物的标准保证中约定的期限内，以较长者为准，其交付的所有货物均无瑕疵，且符合相关说明和苹果授权代表签署的任何工作说明。卖方在此同意，自按卖方当时有效的价格装运之日起七（7）年内，卖方将为苹果提供备件，并扣除相关折扣。此外，采购的货物应受限于卖方代理人做出的所有书面和口头明示保证，以及相关法律规定的所有保证。所有保证均应被解释为条件和保证，且不具有排他性。卖方应向苹果提供适用于货物的卖方标准保证和服务担保。所有保证均适用于苹果及其客户。若苹果在保修期内发现货物存在保修问题，苹果应立即通知卖方该等问题，并向卖方退还货物，相关费用由卖方承担。在收到退还货物后五（5）个工作日内，卖方应按苹果的选择，维修或替换该等货物，或在苹果账户中退还相同金额。替换或经维修的货物应在剩余保修期或六（6）个月内（以较长者为准）继续享受保修。

6. 检验。在收到货物或服务交付后，在付款前，苹果有一段合理时间检验货物和服务交付物是否符合采购订单、相关说明和苹果授权代表签署的任何工作说明，至苹果进行适当检验以确定货物是否符合上述内容之前，苹果在检验之前接收的货物不得视为苹果对货物的接受。为检验目的使用部分货物不构成对货物的接受。若已提交的货物未全部符合本协议的条款，苹果有权拒收该等货物。不符合的货物应以运费自付的方式退还给卖方，且灭失风险自苹果交付公共承运人时转移至卖方。

7. 独立承包商。苹果仅在意其根据本协议所取得的结果，达到该等结果的方式和手段由卖方单独控制。卖方为所有目的是独立的承包商，没有通过合同或其他方式以明示或默示权力约束苹果。卖方或其员工、代理人或分包商（“**卖方的关联方**”）均非苹果的代理人或员工，因此其无权享有苹果的任何员工福利，包括但不限于任何保险类型。卖方应对履行其在本协议项下的义务所产生的所有成本和费用负责，并提供卖方自己的物品和设备。苹果可以要求对在苹果场地提供服务的任何卖方关联方进行背景核查，且卖方在此同意按照苹果提供的背景核查标准进行该等调查，并始终遵守适用于背景核查的所有法律法规。苹果应对任何该等调查的结果保密，并仅将该等信息提供给因业务原因需要知晓的人员，或者仅在相关法律要求时提供该等信息。卖方的关联方在苹果场地应遵守所有苹果场地的工作规则。苹果保留禁止任何卖方的关联方在苹果场地提供服务的权利。

8. 卖方的纳税责任和记录。对于针对卖方按照本协议向苹果提供的货物或服务所征收的或与之相关的任何相关所得税、征税、关税、成本、费用、预提、扣除额或任何相同效力的收费，卖方应承担责任。在适当情形下，卖方将向苹果收取营业税、特许权税、使用税、增值税（“**VAT**”）、商品服务税（“**GST**”）、消费税或苹果仅因卖方根据本协议而向苹果提供的货物或服务所欠卖方的相同类型费用（以下简称“**交易税**”），且相关法律要求或允许向苹果收取上述费用。若苹果向卖方提供有效的免税证明，卖方不得收取该等证明所涵盖的交易税。所有收费均需卖方向苹果提供符合相关管辖机关要求的有效税务发票证明。若任何相关税务机关对苹果为货物或服务向卖方支付的款项征收任何所得税，并要求苹果代扣该等税款（“**代扣税**”），苹果可以从支付给卖方的款项中扣除该等代扣税，并代表卖方将该等代扣税汇至相关税务机关。苹果将自行确定是否使用代扣税。若支付给卖方的款项可能适用代扣税减税税率，卖方应尽快向苹果提供证明其符合代扣税减税税率资格所必需的所有文件。若未在付款前及时提供必要文件，则该等代扣税减税税率将不予适用，且支付给卖方的任何付款均适用代扣税全额税率。经卖方合理要求，苹果应向卖方提供报税收据或其他证明支付该等代扣税的文件（若适用）。卖方应单独负责提交适当纳税申报表并支付所有税款或费用，包括预估税款和劳务税，上述税款自卖方收到本协议项下付款后即应支付。经要求，卖方应向苹果提供任何其他必要税务证明。在适当情形下，非美国的卖方应在根据本协议签发给苹果的每份账单中表明卖方在美国境内提供服务或交付货物的金额（如有）。卖方进一步同意，在政府审计的情况下，它将为苹果提供合理协助。

9. 保险。卖方应单独负责维持，并要求卖方的关联方维持法律规定的或卖方关联方行业或业务惯例所涵盖的（以保险范围较大者为准）充分的健康保险、机动车保险、工伤保险、失业保险、残疾保险、责任保险和其他保险。应苹果要求，卖方应当在开始履行本协议之前向苹果提供保险凭证或承保证书。卖方应当为卖方或卖方的关联方照看、保管或控制下的任何苹果财产提供充分的投保。

10. 补偿。对于根据采购订单提供的货物或服务引起的或以任何方式与之相关的所有主张、责任、损害、损失及费用（包括律师费和诉讼费），卖方应补偿苹果及其管理人员、董事、顾客、代理人 and 员工，使其免受损害，并且应苹果要求为其辩护，包括但不限于：（i）基于任何人的死亡或身体伤害、财产灭失或损坏或环境污染及任何相关清理费用的任何主张，（ii）卖方未能遵守独立承包方的适用法律和法规，（iii）基于卖方或卖方的任何关联方的过失、不作为或故意的不当行为的任何主张，（iv）卖方未能依据下述第 11 条的规定履行与保密数据保护相关的义务，（v）卖方未能遵守适用法律的规定，以及（vi）第三方主张依据采购订单提供的货物或服务、该等服务的结果或任何其他产品或程序侵犯了第三方的专利、版权、商标、商业秘密或其他专有权利而向苹果提出的主张。未经苹果事先书面同意卖方不得和解任何该等诉讼或主张。卖方同意向苹果支付或报销苹果在执行该等补偿过程中可能引起的所有费用，包括律师费。如果苹果、其分销商、分包商或顾客对任何货物或服务的使用被禁止、受到禁制令的威胁或成为任何法律程序的对象，卖方应当自费，（a）替换完全同等的未侵权货物或服务；（b）修改货物或服务以使其不再侵权但仍然保持完全同等功能；（c）为苹果、其分销商、分包商或顾客获得继续使用货物或服务的权利；或（d）如果上述均不可行，退还为侵权货物或服务支付的所有款项。

11. 机密性；个人数据；数据安全。

11.1 保密。卖方可能获知与履行本协议相关的苹果保密信息（定义如下），并且同意在本协议期限内并在本协议终止或期满后为该等苹果保密信息保密。“**苹果保密信息**”包括但不限于任何形式的所有信息，无论书面的或口头的，包括但不限于与研究、开发、产品、生产方法、商业秘密、商业计划、顾客、卖主、财务、个人数据、工作成果（定义见下述第 12 条）及其他材料相关的信息，或者与苹果当前或预期业务或事务相关的、直接或间接披露给卖方的、苹果认为专有的信息。此外，苹果保密信息指在向苹果提供服务或货物的过程中披露给卖方的任何第三方专有或保密信息。苹果保密信息不包括以下信息：（i）在苹果向卖方披露前卖方已经合法知晓的无披露限制的任何信息，（ii）并非由于卖方的不法行为或不作为而现在被公众所知晓或成为公众知晓的信息，（iii）经适当文件证明未使用苹果保密信息而由卖方独立开发的信息，或（iv）第三方拥有一项权利且无披露限制而合法提供给卖方的信息。此外，卖方可以披露依据政府机关规定或法律要求披露的苹果保密信息，只要卖方在披露前立即通知苹果该等要求。卖方同意不复制、更改或直接或间接披露任何苹果保密信息。此外，卖方同意将苹果保密信息的内部传播仅限于有必要知晓该等信息的卖方的关联方，并且采取措施以确保传播被限制在上述范围内，包括由卖方的关联方签订包含与本协议中列明的条款实质相似的条款的不披露协议。在任何情形下，卖方使用的谨慎程度和方法都不得少于其保护自己同类信息所使用的谨慎和方法，但在任何情形下不得少于防止未经授权使用苹果保密信息所需的合理谨慎。卖方进一步同意，除非在履行本协议的过程中，卖方不使用苹果保密信息，并且不会为了自身利益或任何第三方利益而使用该等苹果保密信息。如下所述，苹果保密信息与卖方信息的混合不应影响上述信息的保密性质或所有权。卖方同意在任何情形下未经苹果明确书面同意不设计或生产任何包含苹果保密信息的产品。所有苹果保密信息是并且仍然是苹果的财产。应苹果书面要求或本协议终止后，卖方应向苹果返还、转移或让与所有苹果保密信息，包括所有工作成果。

11.2 个人数据的保护。根据本协议规定，卖方和卖方的关联方可以获取与已确定身份或可确定身份的个人相关的特定信息（以下简称“**个人数据**”），包括但不限于 Apple 以 Apple 或其附属机构的名义提供的信息和/或来自任何司法辖区内 Apple 附属机构的信息。卖方对于因履行本协议而获得的任何个人数据不具任何权利、所有权或利益。个人数据类型和数据主体类别的详细信息应在 PO、工作说明书或其他据本协议履行的合同文书中确定。

卖方只可向有需要知道并已签署相关协议的第三方（包括卖方的关联方）披露个人数据，此类协议要求他们按照本协议中详述的方式保护个人数据。事先未经 Apple 书面同意，卖方不得聘用任何可能会获取或以其他方式处理个人数据的第三方实施服务的任何部分。即便获得了相关同意，卖方根据本部分应履行的任何义务也都不得予以免除，如果第三方未能履行与个人数据有关的义务，卖方应独立向 Apple 承担相关责任。

卖方和卖方的关联方具有以下义务：(i) 遵守 Apple 或其附属机构关于个人数据的合理指令，适用法律另有规定时除外，在这种情况下，卖方应在处理个人数据之前及时通知 Apple 适用的法律要求，除非此类适用法律要求出于公共利益理由而禁止做出此类通知；(ii) 如果卖方认为 Apple 指令违反了 2016 年 4 月 27 日发布的欧洲议会和理事会第 2016/679 号条例 (EU) 或其他适用的数据保护法，应立即通知 Apple；(iii) 仅出于根据本协议规定履行卖方义务而收集、访问、维护、使用、处理和传输个人数据；(iv) 遵守所有与个人数据有关的适用法律、法规和国际协定、条约；(v) 采取所有适当的法律、组织和技术措施保护个人数据免遭非法和未经授权的处理；和 (vi) 如果卖方从个人收到任何与个人数据有关的请求，包括但不限于“选择停用”说明、信息访问请求、信息纠正请求和所有类似的请求，卖方应立即通知 Apple 的隐私咨询商 (privacy_notifications@apple.com)。卖方应当与 Apple 一起，及时而有效地处理关于个人数据的此类请求，并且仅在 Apple 明确授权允许时回应任何此类请求。

如果个人数据要从欧洲经济区或瑞士或者由卖方和/或卖方的关联方作为处理方和/或下级处理方传输至欧洲委员会或（如适用）瑞士联邦数据保护和信息专员办公室无法确定是否能对个人数据提供充分保护的司法辖区，则卖方应当：(a) 签署关于国际数据传输的相应法律文书（如《欧盟-美国隐私保护框架》）；或 (b)：(1) 履行欧洲委员会批准的标准合同条款；和 (2) 在适用的情况下，履行《瑞士跨境数据传输协议》；或者 (c) 遵守双方同意的合同文书或相关监管部门批准的约束性公司规则 (BCR)。

如果卖方在处理个人数据时未遵守本部分或任何与个人数据有关的适用法律、法规和国际协定或条约规定的义务，或违反 Apple 的任何合法指令，并因此而对任何个人造成伤害，卖方应承担相应责任。

11.3 数据安全。 卖方应采取所有适当的法律、组织和技术措施，以保护个人数据或 Apple 机密信息 (以下简称“**机密数据**”) 免遭非法和未经授权的处理。 卖方应始终保持合理的运营标准和安全规程，并借助适当的物理和逻辑安全措施，包括但不限于适当的网络安全和加密技术，以及合理的用户标识或密码控制要求，包括多重认证、高安全性密码、会话超时机制和 Apple 可能不时发布的其他安全规程，尽力保护个人数据的安全。 在协议存续期内，无论 Apple 何时要求，卖方都应向 Apple 提供当前安全策略的副本。 如果卖方已知或有理由认为机密数据遭到任何不当使用、泄露、丢失、未经授权的披露或获取或者访问的情况 (以下简称“**信息安全漏洞**”)，卖方应及时通知 Apple。发现任何信息安全漏洞后，卖方应调查、修复信息安全漏洞并减轻信息安全漏洞的影响，同时向 Apple 提供能够令 Apple 感到满意的保证，保证此类信息安全漏洞不再发生。如果 Apple 要求卖方提供与此类信息安全漏洞有关的信息，包括但不限于漏洞或缺陷、开始或结束日期、发现日期和采取的具体控制和/或缓解措施，卖方应当据实提供。如果由于卖方或卖方的关联方的行为或疏漏而导致任何信息安全漏洞，卖方应按照 Apple 的指示采取补救措施 (包括通知、信用监控服务、欺诈保险，以及建立呼叫中心来回应顾客问询) 并自行承担相关费用。

11.4 协助。卖方应向 Apple 提供合理的协助和支持，并仅应在 Apple 的下列指示下采取行动：(i) 回应数据保护监管机构或类似权威机构的调查或合作要求；(ii) 在 Apple 的要求或请求下向任何第三方提供信息安全漏洞通知；(iii) 进行法律要求的隐私、安全或数据保护影响评估；以及 (iv) 在需要时就此类影响评估向相关权威机构咨询。

11.5 机密数据的归还或销毁。本协议因任何原因终止后，卖方应立即联系 Apple，获取有关机密数据的归还、销毁或其他适当行动的指示。 本协议因任何原因而终止时，或者无论 Apple 何时要求，卖方应当：(i) 将所有机密数据归还给 Apple，包括但不限于所有纸质和电子文件、材料、文档、备忘录、计划、图纸及其所有副本，并确保已从卖方的系统 (在适用情况下，还包括其分包商的系统) 中删除此类机密数据的所有电子版副本；或者 (ii) 如 Apple 以书面形式要求，卖方应立即从自己的系统 (在适用情况下，还包括其分包商的系统) 中销毁、删除所有实体和电子版本的机密数据并使其不可恢复，所有此类行为均需遵守 National Institute of Standards and Technology (美国国家标准技术研究所，以下简称“NIST”) 的“Guidelines for Media Sanitization” (媒体净化指南)。 如果 Apple 要求卖方书面确认自己遵守了本部分中的要求，则卖方应当提供相应文书。

11.6 不合规通知。如果卖方无法履行本部分载明的义务，应立即通知 Apple，而 Apple 有权采取以下任何一项或多项措施：(i) 暂停将机密数据传输给卖方；(ii) 要求卖方停止处理机密数据；(iii) 要求卖方归还或销毁机密数据；和/或 (iv) 立即终止本协议。

11.7 卖方应向 Apple 提供所有必要的信息来证明自己履行了本部分中载明的义务以及与个人数据有关的所有适用法律、法规和国际协定或条约；并且，应确认并同意 Apple 或 Apple 指定的第三方 (统称“**监管方**”) 有权审查卖方和卖方的关联方分包商和附属机构用来提供与机密数据有关的商品和/或服务，或者涉及机密数据处理、传输或存储的系统、记录和/或设施，以便确认他们遵守了本部分中的要求。Apple 将根据本部分规定公布审查卖方的通知，并至少提前五 (5) 个工作日向卖方发送通知。卖方将在合理范围内向监管方提供对其网站、系统和记录的访问权，以便后者可以评估卖方是否遵守了本部分的要求。在 Apple 的合理请求下，卖方应向现场监管方提供个人现场指导。 卖方应允许监管方当面或通过电话与任何卖方员工和/或承包商进行面谈，以便提供相关信息并配合验证是否遵守相关规定。此类验证产生的相关费用将由 Apple 承担，除非有材料证明卖方未遵守本部分中的要求，此时则由卖方承担相关费用。

12. 工作成果所有权。为本协议之目的，“**工作成果**”包括但不限于所有根据采购订单履行的服务产生的或与之相关的，由卖方单独或与他人共同制作、设想或开发的所有设计、发现、创造、作品、设备、掩膜、模型、在制品、服务交付物、发明、产品、电脑程序、程序、改进、开发、图纸、单据、文件、信息和材料，以及上述内容的所有复制品。非为苹果设计、定制或修改的，卖方生产并卖给苹果的标准货物不构

成工作成果。苹果始终并继续拥有所有工作成果的唯一排他所有权。卖方同意向苹果不可撤销地让与并转让，并确实让与并转让其在全球范围内的对工作成果的所有权利、产权及权益，包括所有相关的知识产权。苹果拥有决定如何处理任何工作成果的唯一权利，包括保持其为商业秘密，完成并提交其专利申请，未经事先专利申请使用并披露它，以自身名义申请版权或商标注册，或遵守苹果认为适当的任何其他程序的权利。卖方同意：（a）立即向苹果书面披露其占有的所有工作成果；（b）由苹果承担费用，以任何合理和其认为适当的方式协助苹果为苹果的利益保护、完成、注册、申请、维护并保护苹果名下的工作成果的所有版权、专利权、掩膜作品权利、商业秘密权及所有其他专有权利或法定保护；并且（c）将所有工作成果作为上述苹果保密信息。该等披露、协助、完成及保密义务在本协议期满或终止后继续有效。苹果对苹果提供给卖方的所有工具和设备拥有唯一所有权。卖方将确保卖方的关联方放弃任何及所有主张，并向苹果转让任何工作成果或与本协议相关而创作的原始作品上任何及所有权利或任何权益。卖方不可撤销地同意不向苹果或其直接或间接顾客、受让人或被许可人提出任何影响工作成果的卖方任何知识产权的任何主张。对于任何由卖方完全在自己时间内开发的卖方设想或实施的任何作品，而未使用苹果设备、供应、设施或商业秘密或保密信息，苹果不拥有权利，除非（i）该等作品与苹果业务或苹果实际或明确预期的研究或开发相关，或者（ii）该等作品产生于卖方为苹果履行的任何服务。

13. 反腐败。

13.1 卖方应遵守，且应确保卖方的附属机构遵守 Apple 公共网站上发布的 Apple 反腐败政策，和为了抵制贿赂和腐败而颁布的所有适用法律和法规，包括美国《反海外腐败法》、英国《反贿赂法》、《经济合作与发展组织反对在国际商务中贿赂外国公职人员公约》，以及依照本协议进行或履行业务或服务时所在的所有国家/地区的任何相应法律。卖方不得，且应确保卖方的附属公司不得在有合理的依据可判断馈赠会被用于获得任何不正当利益、或被用于不适当地影响相关个人或政党的任何行为或决策以获取、保留或操纵业务的情况下，以直接或间接的方式向任何个人（包括政府、政府直属企业或公司或者政党的人员或官员）支付、提供、承诺提供或给予任何有价值的馈赠（包括由 Apple 为卖方支付或赊欠任何金额）。Apple 根据本协议条款向卖方或卖方的附属公司支付的任何金额均会用于按照本协议条款实际提供的服务、售出的产品。卖方不得，且应确保卖方的附属公司不得提供或接受任何形式的贿赂或回扣。

13.2 政府相关各方的披露。卖方和卖方附属公司声明并保证，据卖方和卖方附属公司所知，并在法律允许的范围内，卖方和卖方附属公司已向 Apple 提供有关卖方和卖方附属公司的多数股份数拥有人、合伙人、官员、董事和经理的完整和准确信息，以及已成为或即将成为政府机构或政党官员或人员、或某个政治职务的候选人（**统称为“政府相关方”**）且经授权代表卖方和卖方附属公司进行业务的任何其他方（**统称为“卖方授权方”**）的完整和准确信息。如果在本协议期内的任何时间，卖方或卖方的附属公司得知或因其他原因有理由相信任何卖方授权方已成为或将成为政府相关方，那么，卖方应在法律允许的范围内，立即通知 Apple。

14. 没有礼品。卖方同意不以从苹果获取业务或影响本协议或任何采购订单的条款、条件或履行为目的向任何员工或独立合同方提供或给予任何礼物、款项或其他引诱物。

15. 终止。如果卖方未能履行本协议或以其他方式违反本协议，提交破产申请，丧失清偿能力，被外部行政接管（或地方政府类似事件）或解散，苹果可立即书面通知卖方终止本协议。若发生该等终止，苹果应向卖方支付终止日前令人满意地履行的服务及交付的符合约定的货物部分的款项，减去适当抵销，包括在完成服务的过程中由苹果引起的任何额外费用。苹果可以提前十（10）日书面通知卖方便利终止本协议。卖方应自该等通知中规定的终止日起停止履行本协议项下的服务和/或提供本协议项下的货物。发生该等终止的，苹果应仅对终止日前令人满意地履行的服务及交付的符合约定的货物向卖方承担责任，并且减去适当抵销。卖方书面通知苹果款项到期未付后的六十（60）日内苹果仍未向卖方付款，卖方可以书面通知苹果终止本协议。本协议期满或因任何原因终止后：（i）免除任何一方对另一方的到期日或终止日后产生的义务，根据其条款在该等终止或期满后继续有效的义务除外（ii）卖方将自费并按照苹果的说明立即通知

苹果卖方占有的所有苹果保密信息或任何工作成果，将立即向苹果交付所有该等苹果保密信息和/或工作成果。

16. 义务的存续。本协议所有依其性质在本协议期满或终止后仍有效的义务和责任应在本协议期满或终止后仍继续有效。

17. 不可抗力。任何一方因超出该方合理控制范围的情况，包括但不限于天灾、战争、政府行为或意外事件，而未能履行义务，包括未能接受履行服务或收取提供的货物，不应向另一方承担责任，前提是立即通知另一方并尽合理努力纠正其未能履行行为。

18. 可分割性。若本协议任何条款被认定为无效、违法或不可执行，其余条款的有效性、合法性和可执行性不因此以任何方式受到影响或损害。

19. 救济。若卖方违反本协议，苹果应享有法律或衡平法可提供的救济。对于货物购买而言，若苹果违反本协议，卖方的唯一救济是获得与违反协议时的市场价格和本协议中规定的购买价格之间的差价等额的损害赔偿。衡量损害赔偿的任何替代方法都不适用于本交易。在苹果不当拒绝、撤回接受、未能付款或拒绝履行的情形下，卖方无权以苹果名义代销转售货物，且所有因此做出的转售均应以卖方名义。卖方承认并同意本协议项下的卖方义务和承诺具备独特知识性，且该性质赋予此等义务和承诺特殊价值。卖方违反本协议中包含的任何承诺将给苹果造成无法弥补的持续损害且对此无法律上的充分救济；发生该等违约时，苹果有权寻求禁令救济，或实际履行的判决（或地方法律下的同等救济）。

20. 律师费。在为了执行本协议的任何诉讼中，除了其有权获得的任何其他救济外，胜诉方应有权获得所有法院费用和支出及合理的律师费。

21. 责任限制。在违反合同、保证、侵权行为（包括过失）严格责任、成文法或其他任何的情况下，苹果不对任何因本协议产生或与本协议相关的附带、间接、特殊或衍生损害或利润损失（无论直接或间接）向卖方或卖方的关联方或任何第三方承担责任，无论苹果是否被告知该等损害的可能性。

22. 转让/放弃。未经苹果事先书面同意，卖方不得转让本协议或其在本协议项下的任何权利或义务。未经该等书面同意的任何让与或转让无效。对任何未履行或本协议任何条款或条件的放弃不应被视为持续放弃或对任何其他未履行或任何其他条款或条件的放弃。

23. 非排他性协议。本协议并非排他性协议。苹果可自由雇佣其他人履行或提供与卖方履行或提供的服务或货物相同或相似的服务或货物。卖方可自由且被鼓励就卖方之服务和/或货物向他人做广告，并将其给予和提供给他人；但前提是卖方不违反本协议。

24. 通知。除可能通过本地邮件、传真传输或电子传输的采购订单外，本协议要求或允许的所有通知必须以书面形式递送至另一方的授权代表。通知应被视为到达，当：(i) 亲自送达时；(ii) 确认传真发出时；(iii) 通过指明第二天送达并附有书面接收证明的连夜递送商业送货人发出后一日；以及(iv) 使用预付邮费的挂号信发出后三日。任何向苹果发出的通知都应同时将该等通知的一份复印件发送至苹果法律总顾问处，地址为 One Apple Park Way, Cupertino, CA 95014 苹果公司，传真 (408) 974-8530。

25. 遵守法律；安全和劳工标准。

25.1. 一般条款。卖方和卖方关联方应遵守所有适用法律法规（包括但不限于与商品进出口和转出口、技术数据和软件、隐私、劳动力和就业、反歧视和反骚扰、结社自由、环境保护、有害物质管理、污染防治和资源可持续性、废弃物管理、回收、知识产权保护及反腐败相关的适用法律、指令、政策及美国政府、美国海关和其他货物或服务提供地适用司法管辖区的法规），且对于由卖方在履行本协议时违反或涉嫌违反该等法律或法规产生的任何费用或损害，卖方将为苹果辩护并使苹果免受该等损害。

25.2 供应商行为准则。在本协议有效期内，销售商应始终遵守“Apple 供应商行为准则”（以下简称“行为准则”）。Apple 会不定期修改行为准则并发布在 Apple 的公共网站上：<http://www.apple.com/supplier-responsibility/>。

即使本协议中存在任何相反规定，销售商仍应同意以下条款：

(i) 销售商须允许 Apple 以及 Apple 聘请或代表 Apple 的第三方代表（以下统称“审计方”）通过以下方式评估销售商对行为准则的遵守情况：在不提前通知的情况下审查销售商的设施和/或销售商的运营、政策以及相关记录，以及/或在不受监控的情况下会见销售商的人员（以下统称“评估”），评估的目的仅限于考察销售商是否遵守了行为准则。

(ii) 对于任何评估，销售商均应及时向审计方提供相应权限，允许其在不受干扰或干涉的情况下审查任何相关设施和人员。

(iii) 销售商应按照审计方的要求及时提供完整且准确的信息和文档。

(iv) 在评估过程中，销售商须允许审计方审查和评估工作时间和环境；薪酬及福利；人事规范；生产、宿舍和餐饮设施；商业行为准则；健康、安全和环保规范（如适用）。

(v) 在评估过程中，销售商不得以直接或间接的方式要求或鼓励其人员提供虚假或不完整的信息。

(vi) 销售商不得针对在评估过程中接受约谈的销售商人员采取任何报复行为。

(vii) 一旦发现任何违反行为准则的问题，销售商须立即采取措施予以纠正。

Apple 可以披露与其企业责任、企业合规情况和定期报告活动相关的任何评估结果。销售商须负责获取必要的许可、同意和授权，以便审计方能够顺利评估销售商的政策、实际落实情况、记录和设施。如果销售商未能履行本小节所述之义务，或在一段合理的时间后仍未能纠正在行为准则方面的任何重大违规行为，则会构成协议违约行为。在本小节中，“销售商”包括根据本协议向 Apple 履行实质义务的任何当事方。

25.3. 出口合规。卖方同意其不会以下列方式出口、转出口、转售或转运任何出口管制商品、技术数据或软件：(i) 违反美国或其他适当国家政府机构实行的该等限制；或(ii) 在没有首先获得所有必要许可或其他批准的情况下，出口、转出口、转售或转运至任何出口时要求具备出口许可或其他政府批准的国家。至在美国提供服务和/或货物运送至美国的范围内，卖方陈述(a) 其拥有美国海关及边境保护局的 C-TPAT 认证，且在在美国提供服务或运送货物至美国时将拥有该认证，或(b) 其将遵守 C-TPAT（《海关贸易合作反恐条例》）安保程序，见美国海关网站 www.cbp.gov（或美国政府可能将 C-TPAT 安保程序移至的该等其他网站）。

25.4. 海关。应苹果要求，卖方将立即提供苹果所有货物的原产地声明或货物的适用海关文件。

25.5. 未使用

25.6. 有害材料。若货物包含有害材料，卖方陈述并保证卖方理解与生产、加工和运输该等有害材料相关的任何有害物性质。

26. 公开/标志。卖方不得为任何目的使用（或允许卖方关联方使用）苹果的商标、服务标志、商品名、标识或其他商业或产品标示，不得做出（或允许卖方关联方做出）涉及本协议的存在或双方关系的任何公开声明（包括但不限于新闻发布会、媒体声明、案例研究或其他同类声明）。

27. 适用法律。本协议及双方权利和义务适用中华人民共和国（中国）法律，并依据中华人民共和国法律解释与执行，但不适用其冲突法原则。双方明确同意《联合国国际货物买卖合同公约》及任何实施该公约的适用法律的规定不适用于本协议及双方关系。

28. 争议解决，司法管辖和审判地。若双方发生争议（无论该争议是否由本协议产生或与本协议有关），双方应首先通过各自的一名高级管理人员尽力解决该争议和纠纷。如果双方高级管理人员在提起争议的一方书面通知（“争议通知”）另一方该等争议或纠纷后的六十（60）日内未能解决该等争议或纠纷，双方

将通过寻求在中国北京进行非约束性调解的方式解决争议。各方必须各自承担其与调解有关的开支，并平均分担调解员的费用和开支。该等争议或纠纷则应按照经本条款修改的中国国际经济贸易仲裁委员会当时有效的仲裁规则，通过具有法律约束力的仲裁予以解决，仲裁以英文进行，由双方选定的一名独任仲裁员裁决，如双方无法对此选定达成一致，则由当时中国国际经济贸易仲裁委员会指定的仲裁员裁决。除非双方另行书面约定，该独任仲裁员不得是美国或中国公民。双方有权在仲裁过程中委托律师代理。尽管有上述条款，苹果可以根据其自行决定，在任何它认为合适的法院提起诉讼，包括中国的法院，以收回货物欠债或保护任何著作权、商标、设计、专利、保密信息或苹果不时主张的其它知识产权。双方在此放弃，在适用范围内，任何为获得衡平救济而设立保证金的要求。

卖方最晚必须在上述六十日（60）到期后三十（30）日内发出正式仲裁意向的通知。如果卖方不能在上述三十（30）日内提交所需的争议通知，卖方被视为在此不可撤销的放弃其对于任何争议或纠纷的任何权利。此外，本协议双方之间任何纠纷或争议而导致的任何诉讼，必须在该等诉讼可以提起之日起一（1）年内提起。如果法律规定更长的期限，双方在此予以放弃该更长期限。双方不可撤销地提交至有专属管辖权的法院并同意提交至该等法院的任何诉讼或程序的最终判决为终结性判决，且可以在其他司法管辖地执行该等判决（判决的认证复印件将为该判决的确定性证据）或以法律规定的其他方式。在任何该等诉讼、起诉或程序中亲自送达或通过挂号信、附回执单送达的传票均构成传票的适当送达。双方在最大范围内不可撤销地放弃法律允许的以下权利：(i) 其可能对上述任何法院审判地安排的反对；(ii) 任何该等诉讼或程序被提交至不合适法庭的主张；及(iii) 在任何诉讼、执行、扣押（无论暂时性或最终性的、为执行之目的、判决前或其他）或其他法律程序中其或其资产可能被豁免的权利。

29 禁令救济。尽管有上述第 28 条的规定，双方可以在任何时候寻求禁令救济以保护其保密信息或知识产权，前提是该方在中国北京的法院采取该等行为。双方在此放弃为获得禁令救济的任何保证金要求或基于赔偿金可能是适当救济的任何反对。本协议保密条款将根据适用法律和法规的相关规定执行。

30. 整体协议/修订。本协议为双方间协议条款的完整、最终及排他性声明，并取代双方之间关于本协议标的的任何和所有其他先前和同时存在的谈判和协议。除非双方以书面形式签字确认，本协议不可变更、修订、更改或修正。尽管卖方提交的任何声明或其他文件对条款和条件作出任何变更，本协议的条款和条件应具有优先效力。尽管有上述规定，本协议不取代或替代任何双方签字并涵盖与本协议或其相关采购订单相同标的的任何书面协议。

本协议以英文版本和其他语言版本订立，如有任何不一致处，应以英语版本为准。

[页面其余部分为有意留白]