

**VISTRA CHINA – CORPORATE SERVICES**

**瑞致达中国 — 企业服务**

**STANDARD TERMS AND CONDITIONS FOR CORPORATE INBOUND SERVICES (V.2022.1)**

**CORPORATE INBOUND SERVICES 标准条款和条件(V.2022.1)**

The Client hereby requests **Vistra (China) Company Limited (“Vistra”)** to perform or provide, or continue to perform or provide, certain services (the “**Services**”) as may be agreed between the Client and Vistra from time to time in any fee quote, statement of work, fee proposal, email or other written document specifying the Services and related fees (“**Order**”). The Services shall be in relation to any other company(ies) under the administration of, or to be under the administration of, Vistra (collectively, the “**Companies**”), or may comprise such other scope as agreed between the Client and Vistra in an Order from time to time.

好优投资咨询(上海)有限公司(「瑞致达」)特此应客户要求履行或提供或继续履行或提供由客户与瑞致达不时以阐述服务及相关费用的任何费用报价、工作说明书、费用建议书、电邮或其他书面文件(「订单」)的方式可能协定的某些服务(「服务」)。服务应与受或将受瑞致达管理的任何其他公司(统称「该等公司」)有关,或可能包括客户与瑞致达不时在订单中协定的其他范围。

**1. Definitions 定义**

1.1. “**Agreement**” means any Order , including these Terms.

「协议」指任何订单,包括本条款。

1.2. “**Authorized Person**” means the person or persons who is or are authorized by the Client (in the case of a legal entity) to give instructions to Vistra.

「授权人」是指客户(如为法律实体)授权向瑞致达发出指示的人员。

1.3. “**Beneficial Owner**” means the person(s) who ultimately control(s) the Client as defined in applicable laws and regulations.

「受益所有人」指最终根据适用法律和法规控制客户的人士。

1.4. “**Client**” means the person, persons, legal entity or legal entities who has or have made the Request and who has/have engaged Vistra to provide the Services from time to time subject to the Agreement. For the purposes of the Agreement, the term “Client” may include the Company(ies) and the Beneficial Owner(s).

「客户」是指提出服务要求及已聘请瑞致达不时根据本协议提供服务的之人士或者法律实体。就本协议而言,「客户」一词可包括公司以及受益所有人。

1.5. “**Company**” means the subject legal entity or legal entities created for or on behalf of the Client and under the administration or to be under the administration of Vistra as described in the Agreement and/or any other company(ies) under the administration or to be under the administration of Vistra as agreed between the Client and Vistra.

「公司」指本协议所述为客户或代表客户设立及受或将受瑞致达管理的主体法律实体及 / 或客户与瑞致达协定的受或将受瑞致达管理的任何其他公司。

1.6. “**Fees**” means any fees or charges raised by Vistra or any Nominee (including any additional charges as referred to in Clause 4 below) for any Services pursuant to the Agreement .

「费用」指根据本协议，瑞致达或任何代理人就任何服务提出的任何费用或收费（包括下文第 4 条所指的任何附加收费）。

1.7. “**Nominee**” means any internal or external individual or company who or which is appointed by Vistra to perform any (part of the) Services.

「代理人」指瑞致达委任的履行任何（部分）服务的任何内部或外部个人或公司。

1.8. “**Order(s)**” means as defined above.

「订单」定义见上文。

1.9. “**Request**” means this or any other request by the Client for Vistra to perform Services (and pursuant to which Vistra may introduce Nominee(s) to the Client).

「要求」是指客户对瑞致达提出提供服务的本次要求或任何其他要求（且据此，瑞致达可向客户介绍代理人）。

1.10. “**Services**” means any act done or to be done, or services performed or to be performed, by Vistra or any Nominee for the Client or any Company in accordance with an Order.

「服务」是指瑞致达或任何代理人为客户或任何公司已经或将要采取的任何行动，或者已经或将要履行的服务，且经过瑞致达和客户双方同意，通过订单并入本协议中。

1.11. “**Terms**” means these Standard Terms and Conditions.

「协议」指本标准协议及条件。

1.12. “**Vistra**” means VISTRA (CHINA) COMPANY LIMITED and/or VISTRA SERVICES (HONG KONG) LIMITED, as applicable, and, where the context permits or as determined by Vistra, may include its subsidiaries and associated companies and Vistra Group companies, including those incorporated, set up or acquired subsequent to the date of the Agreement.

「Vistra」是指好优投资咨询（上海）有限公司及/或 VISTRA SERVICES (HONG KONG) LIMITED，如适用，及如文意允许或在瑞致达确定的情况下，可能包括其子公司和联营公司及瑞致达集团公司，包括在本协议日期之后注册成立、设立或收购的公司。

1.13. “**Vistra Group companies**” means Vistra (China) Company Limited and all of their respective affiliated companies under the direct or indirect control of Vistra Group Holdings (BVI) III Limited and operating under the brand name “Vistra”, including those incorporated, set up or acquired subsequent to the date of the Agreement.

「瑞致达集团公司」是指好优投资咨询（上海）有限公司，以及受 Vistra Group Holdings (BVI) III Limited 直接或间接控制和在「瑞致达」（Vistra）品牌名下运营的其各自的所有联属公司，包括在本协议日期之后注册成立、设立或收购的公司。

## 2. Validity 有效性

If no separate, written service agreement is entered into between the Client and Vistra, the Agreement contains the sole terms and conditions on which Vistra supplies any of the Services to the Client. The Agreement is effective from the date of the Client’s acceptance of Vistra’s applicable Order and by accepting Vistra Services provision, the Client agrees to the terms of the Agreement, including these Terms. In case of any conflict between the Terms and the terms included in any written service agreement entered into between the Client and Vistra (“**Service Agreement**”), the Service Agreement shall take priority. In case of any conflict between these Terms and any Order, the Order shall take priority. In case of any conflict between the terms of the Service

Agreement and any Order, the Order shall take priority.

如果客户与瑞致达之间没有订立任何单独书面的服务协议，本协议载列瑞致达向客户提供任何服务所依据的唯一协议和条件。本协议自客户接受瑞致达适用的订单及瑞致达提供的服务之日起生效，客户同意本协议条款，包括本条款。若本条款与客户和瑞致达订立的任何书面服务协议（「服务协议」）所载条款之间有任何冲突，概以服务协议为准。若本条款与任何订单之间有任何冲突，概以订单为准。若服务协议与任何订单之间有任何冲突，概以订单为准。

### 3. Charges 费用

The Client/Company will pay to Vistra or directly to any Nominee as directed by Vistra, the relevant annual Fees or other fixed or time-based Fees within 30 days following the receipt of the invoice issued by Vistra. Vistra shall not be required to refund any part of the Fees upon termination for the provision of any Services. Vistra shall be entitled to request payment or payments on account if and when it considers appropriate.

客户/公司应在收到瑞致达发出的发票后的 30 天内向瑞致达或按瑞致达的指示直接向任何代理人支付相关的年费或其他固定或基于时间的费用。瑞致达在终止提供服务后不得被要求退还任何费用。瑞致达有权在其认为适当的时候要求付款。

### 4. Additional Charges 额外费用

The parties shall agree in writing on any fees applicable to services not covered by an Order or any additional Services before Vistra commences any such services.

就订单中未涵盖的服务或任何附加服务的任何费用，双方应在瑞致达开始任何服务之前达成书面协议。

### 5. Billing Procedure 收费程序

Fees are payable in accordance with the terms of the relevant Order, and where advised so by Vistra, are payable in advance on a yearly basis.

应收款项应根据订单的相应规定进行支付，以及如瑞致达要求，费用应按年预先支付。

### 6. Payment of Invoices 发票付款

6.1. Invoices for Fees and any additional charges shall be rendered in the name of Vistra. Invoices may, at the request of the Client, be issued to another person. Where Vistra provides signatories to bank accounts of the Company, it can withdraw funds from these accounts for payment of agreed Fees and charges or the Fees and charges which are deemed accepted without further notice. Where any funds are held by Vistra on behalf of the Client or the Company, Vistra shall be authorized to utilize such funds for payment (either partially or in full) of agreed Fees or the Fees and charges which are deemed accepted without further notice.

费用和任何额外费用的发票应以瑞致达的名义提交。应客户要求，发票可签发给他人。如果瑞致达向客户银行账户提供签字人，其可以从这些账户中提取资金，用于支付约定的费用及收费，或视为无需另行通知即被接受的费用及收费。如果瑞致达代表客户或公司持有任何资金，瑞致达应被授权使用这些资金支付约定的费用（部分或全部）或视为无需另行通知即被接受的费用及收费。

6.2. The Client guarantees to Vistra, and shall remain primarily liable for, payment of all invoices rendered by Vistra for the Services. The Client and the Company agree that any subsidiary designated by Vistra from time to time shall have the right to collect payment on behalf of Vistra by debiting the credit card of the

Client with prior notice to the Client or the Company. The Client and the Company agree that all Fees and charges invoiced shall be due within 30 days upon receipt of invoices. Any dispute by the Client shall be notified to Vistra in writing or by facsimile or e-mail. Vistra shall be entitled to impose late payment interest on all overdue Fees, charges or payments (“**Total Outstandings**”), at a rate of 2% per month running from the date of the relevant invoice or invoices until all Total Outstandings have been fully settled.

客户向瑞致达保证，其将支付瑞致达提供的所有服务发票，并对此承担支付义务。客户和公司同意，瑞致达不时指定的任何子公司有权代表瑞致达收取费用，可在事先通知客户和公司的情况下利用客户的信用卡收费(如果适用于所提供的服务)。客户和公司同意，所有费用和收费的发票应在送达后30日内届期。客户有任何异议的，应通过书面、传真或电子邮件通知瑞致达。瑞致达有权保留权利就所有逾期未付费用、收费或付款(「未付清总额」)，从相关发票开具之日起，按每月2%的利率收取利息，直至所有未付清总额悉数结清。

6.3. The Company and the Client acknowledge that Vistra may employ debt collection agencies to collect all amounts due and payable by the Company and by the Client to Vistra under the Agreement and the Company and the Client shall indemnify Vistra and keep Vistra indemnified, if necessary by payment in cash on demand, from and against all costs and expenses (including legal and debt collection agencies' costs and disbursements on a full indemnity basis) and losses and damages incurred by or on behalf of Vistra in connection with any legal proceedings taken by or on behalf of Vistra to enforce provisions of the Agreement. 客户和公司确认，瑞致达可聘用收债机构，收取客户和公司根据本协议应付给瑞致达的所有款项，客户和公司应赔偿瑞致达，并在必要时按要求以现金支付的方式使瑞致达获得赔偿，使其免于承担为执行本协议而提起的任何法律诉讼所产生的所有成本和开支(包括法律和收债机构的成本和全额赔偿)以及瑞致达或代表瑞致达所产生的损失和损害赔偿。

6.4. In the event where any Fees, charges or payments that are due and payable to Vistra shall remain unpaid and outstanding for a period of more than thirty (30) days, Vistra shall be entitled, but not obliged, without prejudice to any other rights it may have in contract or law, to suspend the Services without further notice to the Company or the Client and such suspension shall take effect and remain in full force until such time when all outstanding Fees or charges are settled to the satisfaction of Vistra.

如果应支付给瑞致达的任何费用、收费或付款逾期三十(30)天仍未支付，在不损害瑞致达在合同或法律上可能享有的任何其他权利的情况下，瑞致达有权(但无义务)暂停服务，而无需另行通知公司或客户，此类暂停应生效并保持完全有效，直至此类未支付的费用或收费按瑞致达的要求完全结清。

## 7. Instructions 指示

7.1 The Client/Company, Beneficial Owner or the Authorized Person (as the case may be) shall make Requests and provide information to Vistra or any Nominee in such manner as may be reasonably required by Vistra. 客户/公司、受益所有人或授权人(视情况而定)应以瑞致达合理要求的方式向瑞致达或其代理人提出要求和提供信息。

7.2 Vistra and any Nominee are expressly authorized to act on Requests made verbally or communicated in any manner whatsoever by, or on behalf of, the Client/Company or the Authorized Person (or which Vistra or any Nominee has reasonable grounds to believe were communicated by or on behalf of the Client/Company or the Authorized Person), but it is recognized by the Client/Company that Vistra or any Nominee will normally prefer Requests to be an original written document signed by the Client/Company or the Authorized

Person.

瑞致达得到明确授权，在收到客户/公司或授权人(或瑞致达有合理理由相信是由或代表客户/公司或授权人传达的)以口头或任何方式传达的要求后采取行动，但客户/公司确认，瑞致达通常倾向于接受客户/公司或授权人以书面文件原件的形式签发的要求。

7.3 Documents bearing a facsimile (fax) instruction or signature, or an email instruction from an address which has previously been notified to Vistra which is believed by Vistra to be genuine, are acceptable and binding. Nothing in this clause or elsewhere in the Agreement shall prevent Vistra from acting upon the verbal instructions of the Client/Company, in respect of the affairs of the Company including the transfer of funds from any bank account of the Company to any person or company. The recording of a file note by Vistra shall be full and final evidence of any verbal instruction.

对于来自先前已通知瑞致达的地址，载有传真指示或签名的文件、或电子邮件指示，如瑞致达认为是真实的,瑞致达将予以接受并具有约束力。本协议或本协议的其他规定均不妨碍瑞致达依照客户/公司的口头指示执行与公司相关的事务，包括从公司的任何银行账户向任何个人或公司转账。瑞致达的档案记录应完整，并作为任何口头指示的最终证据。

7.4 In connection with Requests, the Client/Company or the Authorized Person shall provide information such as full names and addresses, terms and conditions of purchase and/or sale or as Vistra requires to enable Vistra to prepare original documentation and adjustments if and when required. The Client/Company or the Authorized Person shall make Requests concerning payments and/or utilisation of surplus funds to enable Vistra to effect any necessary action, and will keep Vistra informed of all management actions so that Vistra or any Nominee is in a position to relay decisions to third parties as Vistra thinks fit under the circumstances. 关于要求，客户/公司或授权人应提供瑞致达需要之信息，例如全名、地址，采购和/或销售之协议和条件，为使瑞致达能够在必要时准备原件文件和后续调整。客户/公司或授权人应就剩余资金的支付和/或使用提出要求，以使瑞致达能够采取任何必要之行动，并将所有管理行为通知瑞致达，以便瑞致达或其代理人能够向第三方决定提供瑞致达根据具体情况认为合适的决定。

7.5 The Client/Company undertakes to keep Vistra or the Nominee informed of any relevant material items affecting the Company's financial affairs in general and in particular any liabilities, both actual and contingent, and any actions taken by third parties against the Company, and all and any material changes in any data or procedures, and all other necessary information to allow Vistra or any Nominee to effectively provide the Services or manage the affairs of the Company, as applicable.

客户/公司承诺，其将随时向瑞致达或其代理人通报影响公司财务的任何重大事项，尤其是任何实际负债和或有负债，以及第三方对客户提起的任何诉讼、任何数据或程序的所有重大变更，以及所有其他必要信息，以便瑞致达或其代理人能够有效提供服务，或管理公司的事务(如果适用)。

7.6 Vistra or the Nominee may at any time do, or refrain from doing, any act without reference to the Client or the Authorized Person if in the discretion of Vistra or any Nominee it is considered necessary to do so. In the event that no suitable or timely instructions have been received by Vistra then Vistra shall be authorized to take such action as it considers appropriate in the circumstances. Vistra shall not be liable for acting or not acting in accordance with instructions or requests or representations or documents that it considers to be genuine.

瑞致达或其代理人可随时做出或不做出瑞致达或其代理人凭其酌情权视为必要的任何行动，而无需知会客户或授权人。如果瑞致达并未收到任何适当或及时的指示，则瑞致达获授权在相关情况下采

取其认为合适的行动。瑞致达概不就根据其认为真实的指示或请求或陈述或文件采取或不采取行动而承担法律责任。

7.7 The Client, and as the case may be, the Company, warrants the validity, lawfulness and authenticity of all instructions given to Vistra at any point of time.

客户，或者公司（根据实际情况而定），保证在任何时间点向瑞致达发出的所有指示的有效性、合法性和真实性。

## 8. **Obligations of the Client** 客户的义务

8.1. The Client agrees to cooperate with Vistra in its performance of the Agreement, including by providing Vistra promptly with:

客户同意配合瑞致达履行本协议的工作，包括及时向瑞致达提供：

(a) timely access to the Client's data and personnel; and

及时访问贵司的数据、接触贵司人员；及

(b) all information and documents relevant to the Agreement, and any other information or documents

Vistra may reasonably require.

所有与本协议相关的信息和文件，和任何其他瑞致达可能合理要求的信息或文件。

8.2. Vistra's performance depends in part on the Client's timely and effective performance, decision-making and approvals in connection with the Services. Vistra is entitled to rely on all the Client's decisions and approvals. The Client is responsible for (a) conducts and performance of its personnel or agents; and (b) accuracy and completeness of the information and data which have been or will be provided to Vistra. The Client agrees that Vistra will not be responsible for problems or losses which arise because Vistra has been provided with false or incomplete information or documentation.

瑞致达的履行情况亦依赖于客户就服务进行的及时有效的履行、决策和审批。瑞致达有权依赖客户的决策和审批。客户有义务(a)为其人员或代理的行为和履行负责；(b)确保其已向或将向瑞致达提供的信息和数据的准确性和完整性。客户同意因向瑞致达提供信息或文件存在错误或不完整而导致的问题或损失，瑞致达不就此承担任何责任。

8.3. Although the Services may include advice, all decisions about the implementation of the advice remain the Client's responsibility. The Client shall be solely responsible for, among other things: (a) making all management decisions, performing all management functions, and assuming all management responsibilities; (b) designating a competent management member to oversee the Services; (c) evaluating the adequacy and results of the Services; (d) accepting responsibility for the results of the Services; and (e) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.

尽管服务可能包含建议，但所有的施行建议的决定均由客户负责。此外，客户应当就以下事项独立承担责任：(a)做出所有管理决定，履行所有管理职能，承担所有管理职责；(b)指定称职管理层人员监督服务事宜；(c)评估服务的适当性和成果；(d)接受服务成果的相应责任；及(e)建立并维护内部控制，包括但不限于监督正在进行的活动。

## 9. **Force Majeure** 不可抗力

Except for the payment of fees, neither party shall be liable for delays resulting from circumstances or causes beyond its reasonable control, including fire, epidemic, pandemic (including Covid-19), act of God, strike or

labour dispute, war or other violence, or any law, order or requirement of any governmental agency or authority. 除支付费用外，任何一方均不对因超出其合理控制范围的情况或原因造成的延误负责，包括火灾、地区流行病、全球流行病（包括新冠疫情）、天灾、罢工或劳资纠纷、战争或其他暴力，或任何法律、命令或任何政府机构的要求。

## 10. Exclusion of Liability 责任免除

10.1 Neither Vistra, nor any Nominee, nor any other Vistra Group company shall make any warranty, express or implied, as to the efficacy of the Services, or with respect to the raising of equity or debt finance and application of that finance to any business of the Client or the Company. For the avoidance of doubt, neither Vistra, nor any Nominee, nor any other Vistra Group entity carries out any investment or investment advisory business. Except as expressly set forth in this Agreement, neither Vistra, nor any Nominee, nor any other Vistra Group company make any representations or warranties of any kind in respect of the Services, whether express or implied, including any warranties of merchantability, satisfactory quality, non-infringement or fitness for a particular purpose.

瑞致达或任何代理人或任何其他瑞致达集团公司概不就其可能被要求履行的有关股权或债务融资及将该融资用于客户或公司任何业务或就服务有效性，做出任何明示或暗示的保证。为免生疑问，瑞致达或任何代理人或任何其他瑞致达集团实体不得开展任何投资或投资咨询业务。除本协议明确载列外，瑞致达或任何代理人或任何其他瑞致达集团公司不得就服务做出任何种类的陈述或保证(不论明示或暗示)，包括用于特定用途的适销性、其质量满意度、不侵权或适宜性的任何保证。

10.2 In no event shall Vistra, a Nominee, or any Vistra Group company be liable for any indirect, incidental, exemplary, speculative, consequential, special or punitive losses or damages of any kind, including, without limitation, costs of delay, business interruption, damages for cover or loss of use, goodwill, business, data, records and information, revenue, profits, orders, anticipated cost savings or reputation, loss or damage to property or equipment, or any other pecuniary loss even if it had been advised of the possibility of such damages. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

在任何情况下，瑞致达、代理人或任何其他瑞致达集团公司概不对任何种类的任何间接、附带、惩戒性、投机性、相应而生、特殊或惩罚性损失或损害承担责任，包括但不限于延误成本、业务中断为弥补而造成的损害，或对用途、商誉、营业、数据、记录和信息、收入、利润、订单、预期节省成本或声誉造成的损失、财产或设备的损失或损害，或任何其他金钱损失，即使其已被告知可能存在有关损害。无论其他补救是否成功或有效，上述责任限制和若干损害赔偿的除外情况均适用。

10.3 Neither Vistra, nor any Nominee, nor any Vistra Group company shall be liable to the Client, the Company and the Authorized Person in respect of anything done or omitted to be done by Vistra or any Nominee, except in case of fraud or bad faith on the part of Vistra or the Nominee. Except for any liability that cannot be excluded under the applicable law, the total maximum liability of Vistra (including any Nominee, any Vistra Group company and their respective employees) to the Company or the Client of whatever nature in relation to the Services and this Agreement shall not exceed two (2) times the Fees paid by the Company or the Client in relation to the engagement of Vistra under this Agreement during the twelve (12)-month term immediately preceding the event giving rise to the relevant claim.

瑞致达或任何代理人或任何其他瑞致达集团公司概不就瑞致达或任何代理人已做出或没有做出的任何

事情，对客户、公司及获授权人士承担法律责任，除非瑞致达或代理人一方存在欺诈或不诚实或严重疏忽。除适用法律不能排除的任何责任外，瑞致达(包括任何代理人、任何瑞致达集团公司以及其各自的员工)就服务及本协议对公司或客户负有的任何性质的最高责任总额，不超过公司或客户在紧接导致相关申索事件发生前十二 (12) 个月内就根据本协议聘请瑞致达所支付费用的两 (2) 倍。

- 10.4 Any claims sought to be brought or made in connection with the Services shall be brought or made within three (3) years of the date on which the work giving rise to the relevant claim was performed.  
提出或进行与服务有关的任何申索应在引起相关申索的工作履行之日起三 (3) 年内提出或进行。

## 11. Undertaking 承诺

- 11.1. The Client/Company shall procure and undertakes and warrants that all acts requested to be done by Vistra will comply with all laws affecting, or binding upon, the Company, Vistra, any Nominee, the Client and/or any Authorized Person, and that all statements, documents and contracts of whatsoever nature which Vistra or any Nominee are obliged or requested to sign shall respectively be true, accurate and lawful in all respects.  
客户/公司承诺并保证，所有要求瑞致达所进行的行为均应符合相应对公司、瑞致达、其任何代理人、客户和/或任何授权人有影响或者约束力的法律，并且所有要求瑞致达或其任何代理人签署的声明、文件或者各种性质的合同在各方面均应真实，准确和合法的。

- 11.2. The Client confirms that he/she/it understands that Vistra does not provide regulatory and legal advice, and gives no guarantees, undertakings, warranties or representations with respect to this, and the Client undertakes to obtain appropriate professional advice in relation to his/her/its own regulatory or legal obligations.

客户确认知悉瑞致达不就监管和法律事宜提供建议，亦不会对其提供的服务就这些方面提供任何承诺、保证、担保或者声明。客户承诺就其合规、法律义务自行获得适当的专业建议。

- 11.3. The Client and the Company shall procure, and agree, undertake and warrant, to promptly provide Vistra with any due diligence documents and information as may be required by applicable laws, regulations or internal compliance policies from time to time in relation to the provision of Services.

客户应确保使、同意、承诺并保证，随时向瑞致达提供适用法律、法规或内部合规政策可能不时规定的，与提供服务有关的尽职调查文件和信息。

- 11.4. Except as otherwise allowed by the Agreement, Vistra and the Client shall keep the Agreement, including the Terms, and any confidential and proprietary information confidential and shall not directly or indirectly disclose the Agreement (including the Terms) and such confidential and proprietary information received from the other party to any third party without the other party's consent, unless required to do so in accordance with a court order or other relevant instruction by an appropriate government organization. In such circumstances, to the extent permissible by law and not in breach of its confidentiality obligations, the party receiving such instructions shall use reasonable endeavors to inform the other party prior to providing such information or complying with such other instructions and, shall use its reasonable efforts to limit disclosure and to seek an appropriate protective order.

除本协议另行约定，瑞致达和客户应对本协议，包括其协议以及任何保密和专有信息保密。未经另一方同意，不得直接或间接向任何第三方披露本协议（包括其协议）和从另一方处获知的上述保密和专有信息，除非根据法院命令或相关政府机构的其他相关指示进行披露。在这种情况下，在法律允许且不违反其保密义务的范围内，收到此类指示的一方应尽其合理努力在提供此类信息或遵守此



类其他指示之前通知另一方，且应尽其合理努力缩小披露范围并寻求适当的保护令。

- 11.5. Vistra and the Client undertake to notify each other within seven (7) days of any change in their address or usual contact details (e-mail address, phone numbers, fax) and any party which fails so to notify, shall be fully responsible for any consequences thereof and of the other party continuing to use the original contact details.

瑞致达和客户承诺，在其地址或一般联系方式(电子邮件地址、电话号码、传真)发生任何变化时，应在七(7)天内通知另一方，任何一方若未能通知对方，将对由此产生的任何后果以及另一方继续使用原联系方式造成的后果承担全部责任。

- 11.6. The Client undertakes and warrants that the Client is authorised (where applicable, by the proposed directors and shareholders of the Client or the Company, as the case may be) to instruct Vistra to provide the Services. If the Client is a professional advisor or other intermediary acting on behalf of the Company or any other party using the Services (collectively, the “**End Client**”), the Client, in this context being an intermediary (the “**Intermediary**”), also warrants that:

客户承诺并保证客户被授权 (如适用，则由客户或公司的拟委任董事以及股东授权 (视情况而定)) 指示瑞致达提供服务。如果客户是代表公司或使用服务的任何其他方的专业顾问或其他中介 (统称为「**最终客户**」)，则在这种情况下，客户为中介 (「**中介人**」) 保证：

- (a) the Intermediary has made the End Client aware of the Agreement and in particular, the limitations on Vistra’s liability, and the End Client has accepted the Agreement;

中介人已使最终客户了解本协议，尤其是对瑞致达责任的限制，并且最终客户已接受本协议；

- (b) if applicable, the Intermediary has made the End Client aware of any additional terms and conditions, agreements, contracts and statements of work the parties have entered into or will enter into pursuant to, or in connection with the Agreement (collectively, “**Additional Terms**”), and the End Client has accepted the Additional Terms; and

如适用，中介人已使最终客户了解双方根据本协议或与本协议相关已订立或将要签订的任何附加协议和条件、协议、合同以及工作说明书 (统称为「**附加协议**」)，并且最终客户已接纳该附加协议；及

- (c) the Intermediary agrees to indemnify Vistra and any of its affiliated companies and its/their respective officers, directors and employees (collectively, “**Indemnified Parties**”), and keep it/ them indemnified against any liability, liabilities, damages, costs and expenses which it/they may incur as a result of any breach by the Intermediary and/or the End Client of the warranties included in this Clause.

中介人同意弥偿瑞致达及其任何附属公司及其各自的高级职员、董事和雇员 (统称为「**被弥偿方**」)，并使其免受因中介人及/或最终客户违反本协议中提及的保证而导致被弥偿方可能招致的任何责任、负债、损害、费用和支出。

- 11.7. The Client undertakes and warrants that it will not engage, and will not knowingly permit the Company to engage, in any activity, practice or conduct which would constitute an offence under any anti-bribery or anti-corruption law applicable to the Client, the Company or to Vistra, and further that the Company has not been established nor will it be used to handle, conceal or utilize in any way assets derived from or related to

the proceeds of any criminal conduct including, but not limited to, tax fraud or evasion, money laundering, drug trafficking, arms dealing, or terrorism.

客户承诺并保证不会从事，也不会故意允许公司从事任何根据适用于客户、公司或瑞致达的任何反贿赂或反贪污法律构成犯罪的活动、实践或行为，同时进一步承诺并保证公司尚未成立，也不会用于处理、隐瞒或以任何方式利用源自任何犯罪行为(包括但不限于税务欺诈或逃税、洗黑钱、贩毒、军火交易或恐怖主义)所得或与之有关的资产。

#### 11.8. The Client undertakes and warrants that it will:

客户承诺并保证:

(a) comply with, and will not knowingly permit the Company to fail to comply with, all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force; and

会遵守，也不会故意允许公司不遵守不时生效的所有适用反奴役和人口贩运法律、法令和法规；及

(b) not engage, and not knowingly permit the Company to engage in, any activity, practice or conduct that would constitute an offence under applicable anti-slavery and human trafficking laws.

不会从事，也不会故意允许公司从事任何根据适用反奴役和人口贩运法律构成犯罪的活动、实践或行为。

## 12. Indemnity 赔偿

12.1 The Client will fully defend, indemnify and hold harmless Vistra, any Nominee, and any Vistra Group company, including all of its and their respective directors, officers, staff, agents and subcontractors, against any and all costs, expenses, claims, demands and liabilities for which any of them may become liable and against all actions, suits, proceedings, claims or demands of any nature whatsoever which may be taken or made against any of them or which may be incurred or which may arise directly or indirectly by reason of any act or anything done, or services performed by Vistra or any Nominee in relation to and pursuant hereto or by reason of anything omitted to be done or any failure to do or perform any act or service which ought to have been done or performed by Vistra or any Nominee in relation to and pursuant hereto or in connection with an instruction reasonably believed by Vistra to be given by the Client or the Company. In the event that any claim is made and which may entitle Vistra or any of the parties stated above to seek an indemnity from the Client, then Vistra shall inform the Client of the details of any such claim as soon as reasonably practicable after becoming aware of such claim, and Vistra shall be entitled to determine whether it wishes to participate in or to control the defence of that claim.

客户将全力为瑞致达、其代理人及任何瑞致达集团公司，包括其各自及他们各自的所有董事、高级管理人员、员工、代理及分包商，就前述任一主体直接或间接因瑞致达或其代理人根据本协议做出的任何行为或事宜或履行的服务，或因不作为或未能做出与本协议有关的行为或履行服务（而根据本协议或与瑞致达合理认为由客户或公司发出的指示有关的任何事宜应当由瑞致达或其代理人做出该等行为或履行服务），由此可能须承担的任何及所有成本、开支、索赔、索偿及负债，及就因此可能针对前述任一主体提起或采取或可能招致的任何性质的所有诉讼、讼案、法律程序、申索或索偿做出抗辩，及对他们做出赔偿并令其免受损害。倘若提出任何可能令瑞致达或上文所述任何一方有权自客户寻求赔偿的申索，则瑞致达须在获悉有关申索后在合理的实际可行的范围内尽快通知客户任何有关申索的详情，及瑞致达有权决定其是否希望参与或控制对该申索的抗辩。

12.2 The indemnities herein are made without prejudice to any other indemnities given by the Client or any

other party.

根据本协议做出的赔偿不损害客户或任何其他方给予的任何其他赔偿。

### 13. **Successors, Assigns and Subcontractors** 继承人、受让人及分包商

The obligations of the Client herein contained (which are joint and several if there is more than one Client) shall bind the legal representatives, assigns and successors of the Client and shall not be affected by any change in the shareholding or composition of Vistra or in the identity of any Nominee. The Client's agreements and obligations herein contained shall not be affected by any change in the shareholding or composition of Vistra or in the identity of any Nominee and shall be for the benefit of any successors or assigns of Vistra or any Nominee. The obligations of the Client under the Agreement may not be assigned without the prior written consent of Vistra. Vistra may assign or subcontract any part of the Agreement, including any Order entered into between them, to any Nominee (including any other Vistra Group company) without the prior consent of the Client.

本协议中所载之客户义务(如果存在超过一名客户,则为连带责任)须对客户的法定代表人、受让人及继任人具有约束力及不受瑞致达股权或组成或任何代理人身份的任何变更的影响。本协议中所载客户同意意思表示及义务不受瑞致达股权或组成或任何代理人身份的任何变更的影响及须有利于瑞致达的任何继任人或受让人或任何代理人的利益。未经瑞致达事先书面同意,客户不可转让在本协议项下的义务。瑞致达可在未经客户事先同意的情况下,将本协议,包括任何订单,的任何部分转让或分包给任何代理人(包括任何其他瑞致达集团公司)。

### 14. **Amendments** 修订

Vistra may amend these Terms at any point of time by altering, adding or deleting any or all of them and publishing the same on its website or otherwise communicating the same to the Client, or making any new terms and/or conditions and in particular, but without prejudice to the generality thereof, may alter the Fees and may also appoint or introduce a substitute to act in place of any Nominee.

瑞致达可随时通过修改、添加或删除本协议中的任何或全部条款,对本协议做出修订及将该等经修改、添加或删除协议公布在其网站上或以其他方式传达给客户或制定任何新协议和/或条件,尤其是(但不损害相关一般性原则),可调整费用及亦可委任或介绍一名替任人来代替任何代理人行事。

### 15. **Termination** 期限和终止

15.1. Vistra or any Nominee may at any time terminate the Agreement and/or any Order with thirty (30) days prior written notice to the Client, the Company or the Authorized Person. In the event of such termination, Vistra may terminate any Nominee's nomination and cease doing any acts or performing any Services on behalf of the Client and the Client shall procure that all such acts are done as may be necessary to give effect to such termination or to secure the appointment of substitutes. Vistra or any Nominee may require the Client to execute documents (in blank if necessary) to give effect to these provisions and Vistra or any Nominee are expressly authorised to date and complete and to utilise such documents in the event of such termination so as to give effect thereto and to the appointment of substitutes. Vistra or any Nominee may require the Client to pay any sums owed to Vistra or any Nominee by the Client in respect of Services and other costs incurred up to the date of termination. If such sums or costs are not paid within thirty (30) days of demand

for payment, Vistra or the Nominee may arrange for their settlement out of monies held by the Company, or otherwise may sell such securities as may be held by Vistra or the Nominee and appropriate the proceeds of such sale towards the settlement of such sums.

瑞致达或任何代理人可在提前三十（30）日向客户、公司或授权人发出书面通知后,随时终止本协议和/或订单。依上述规定终止本协议后,瑞致达可终止任何代理人提名并停止代表客户采取任何行动或提供任何服务。同时,客户应当采取所有必要行动,以令上述终止生效,或者指定替代人。瑞致达或任何代理人可要求客户签署文件(预留空白(如必要))以令该等条文生效及瑞致达或任何代理人均明确获授权在该等终止发生时填写该等文件的日期并填妥及使用该等文件,以使其生效及指定替代人。瑞致达或任何代理人可以要求客户就其所提供的服务支付任何所欠瑞致达或任何代理人的款项,或者支付截至终止日所发生的任何费用。如果这些款项或费用在要求付款后的三十（30）天内仍未支付,瑞致达或任何代理人可安排从客户持有的款项中结算,或出售瑞致达或任何代理人持有的证券,并将出售所得用于结算此类款项。

15.2. The Client may at any time terminate the Agreement and any Order by ninety (90) days prior written notice. In the event of such termination, upon the Client's request, Vistra or the Nominee shall return to the Client all documents, papers and files relating to the Company, provided that all Fees and disbursements payable hereunder shall then have been paid up to date by or on behalf of the Client, provided that Vistra may retain copies of any such documents, papers and files in accordance with Vistra's applicable regulatory requirements and document retention policies.

客户可在提前九十(90)天发出书面通知后,随时终止本协议。如果发生此类终止,瑞致达或其代理人须按客户要求将与公司有关的所有资料、文件和档案退还给客户,前提是,届时根据本协议应支付的所有费用及垫付款当时已由客户或客户代表付清,且瑞致达可根据瑞致达适用的监管要求和文件保留政策保留任何有关文件及文档的副本。

15.3. Notwithstanding such termination by Vistra or any Nominee or the Client, the Exclusion of Liability contained in Clause 10 herein and the indemnities contained in Clause 12 herein shall endure for the benefit of Vistra, any Nominee and any other party stated therein post-termination of the Agreement.

尽管瑞致达、任何代理人或客户终止本协议,但上文第 10 条中所载责任免除和第 12 条中所载赔偿须在本协议终止后,仍应为瑞致达、任何代理人及本协议中所述之任何其他方的利益继续有效。

## **16. Data Protection, Consent to Sharing, Confidentiality and Records 数据保护、同意共享、保密和记录**

16.1. Vistra shall use the information that it obtains from the Client as expressly permitted under the Agreement and for the purpose of the provision of the Services.

瑞致达应仅为提供服务而使用根据本协议明示允许从客户处获取的信息。

16.2. Vistra may not disclose any information or personal data about the Client or the Company or obtained from the Client or the Company without the consent of the Client, the Company or an Authorized Person, unless it is required by applicable law or regulation or as expressly permitted under the Agreement. Vistra may disclose such information to its employees, consultants, subcontractors, agents, and representatives who (i) have a need to know for the performance of the Agreement, and (ii) have appropriate confidentiality terms with Vistra.

除非根据适用法律或监管要求或本协议明示允许,否则,未经客户、公司或授权人同意,瑞致达不得披露任何关于客户、公司的或从客户或公司处获得的任何信息或个人数据。瑞致达可以将信息披

露给其以下雇员、顾问、分包商、代理以及代表人：(i)为履行本协议之目的而需要知悉，且(ii)已与瑞致达约定适当保密义务。

16.3. The Client agrees that, unless and until Vistra is notified otherwise that such information is not required, Vistra may from time to time advise the Client/Company of products and services offered by Vistra or other Vistra Group companies that it believes would be of interest.

客户同意，除非并直到瑞致达另行通知不需要此类信息，否则，瑞致达可不时向客户/公司推送其认为客户可能感兴趣的、瑞致达或其他瑞致达集团公司提供的产品和服务。

16.4. Unless otherwise agreed in writing between the parties, the Client acknowledges and approves that Vistra may destroy all records of the Client at any date after seven (7) years following the end of the year in which the Service relationship is terminated.

除非双方另有书面约定，客户确认并同意，瑞致达可在服务关系结束的七（7）年后随时销毁客户的所有记录。

16.5. The Client and the Company agree that Vistra may take and retain such copies as it thinks fit of any document, record, register, correspondence or any other papers in possession of Vistra that belong in law to the Client/Company; provided that any such copies are treated in accordance with this Clause 14. Any document, record, register, correspondence or other papers in possession of Vistra that do not belong in law to the Client remain the property of Vistra.

客户和公司同意，对于瑞致达持有的、按法律规定属于客户/公司的任何文件、记录、登记、通信或任何其他文件，瑞致达可制作和保留其认为合适的文件副本，前提是该副本应按照本第 14 条之规定处理。对于瑞致达持有的、按法律规定不属于客户的任何文件、记录、登记、通信或其他文件，均为瑞致达的财产。

16.6. The Client acknowledges that Vistra is entitled to represent the Client and act as the Client's authorized agent. The Client further acknowledges that it has read and understood, and agreed to Vistra's applicable global privacy statement, data protection and data security policies which may be amended from time to time (the "Policies") as can be reviewed at <https://www.vistra.com/notices> and <https://www.vistra.com/privacy-notice>, and that the Client provided the Policies for review to anyone else whose data the Client may provide to Vistra (the "Data Subjects"), and that they have also read, understood and agreed to the Policies prior to such data being provided to Vistra. The Client hereby represents and warrants that it is entitled to collect any information from Data Subjects and shall meet all requirements in accordance with applicable laws and regulations, including but not limited to obtaining Data Subjects' consent, if and as required, for providing the said information with Vistra and Vistra's processing of personal information (including sensitive personal information).

客户承认瑞致达有权代表客户并担任客户的委托代理人。客户进一步承诺，已阅读、理解并同意瑞致达适用的且不时修改的现行全球隐私声明、数据保护和数据安全政策（「政策」）（可在 <https://www.vistra.com/notices> 和 <https://www.vistra.com/privacy-notice> 查阅）。针对任何其他个人（「数据主体」），即客户可能向瑞致达提供其数据的个人，客户也已向其提供政策以供审阅，并且他们也已向瑞致达提供此类数据之前阅读、理解并同意该政策。客户特此声明并保证其有权向各个数据主体收集信息，并应当根据适用法律法规的规定满足所有条件，包括但不限于获得数据主体的同意，如有必要，将上述信息提供给瑞致达及同意瑞致达的个人信息（含敏感个人信息）处理行为。

16.7. The Client, on behalf of itself and any Data Subjects whose data the Client provides to Vistra, explicitly

agrees and consents to Vistra using any personal data and information (including sensitive personal information) collected by Vistra from the Client or otherwise in connection with the Services, engaging subcontractors in respect of the Services, as well as transferring any such personal data and information to other jurisdictions, provided that this is reasonably required by Vistra to perform the Services. Unless otherwise agreed, recipients of such information may be other Vistra group companies (contact details of Vistra's Group offices worldwide can be reviewed at <https://www.vistra.com/locations>) and/or any third-party entities engaged by Vistra or Vistra's Group that have agreed to appropriate confidentiality terms.

客户代表自身和任何数据主体（当客户将其数据提供给瑞致达时），明示同意在为履行服务而合理并有必要的前提下，瑞致达有权使用从客户处收集的、或其他因与服务相关而收集的任何个人数据和信息（含敏感个人信息），为提供服务而聘用分包商及将任何上述个人数据和信息传输至其他司法管辖区域。除非另行约定，该等信息的接收方可能为瑞致达集团的其他公司（瑞致达集团全球办事处的联系方式可在 <https://www.vistra.com/locations> 查阅）和/或由瑞致达或瑞致达集团聘用并已同意适当保密条款的任何第三方。

#### **17. Services Not Exclusive 非独家服务**

Neither the nomination of nor the provision of the Services by Vistra or any Nominee is exclusive to the Client. Vistra may act for other persons but shall not knowingly permit a conflict of interest which may adversely affect the Client/Company, subject to Clause 16.

瑞致达或任何代理人的提名或提供的服务并非客户专属服务。瑞致达可以为其他人提供服务，但不得明知的情况下在允许可能对客户/公司产生不利影响的利益冲突，且应遵守第 16 条。

#### **18. Relationship of the Parties 合同方关系**

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any partnership, joint venture or other form of joint enterprise, or employment relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

各方之间的关系是独立合同方的关系。本协议中的任何内容均不得解释为在双方之间建立任何合伙企业、合营企业或其他形式的合资企业或雇佣关系，并且任何一方均无权以任何方式代表另一方订立合同或约束对方。

#### **19. Joint and Several Liability 连带责任**

In the event that the Client is more than one person, then it is the responsibility of the Client to nominate which of those persons Vistra shall take instructions from and in the event that no person is nominated then Vistra shall be entitled to take instructions from such of the persons as it considers appropriate. Each of those persons shall be jointly and severally liable for the obligations of the Client as stated herein and each person hereby guarantees and warrants compliance by the Client of those obligations and duties.

如果客户超过一人，则由客户负责为瑞致达指定应接受哪些人的指示，如果没有指定，瑞致达有权接受其认为合适之人员的指示。上述每个人应对客户在本协议中规定的义务承担连带责任，每个人在此担保并保证客户将遵守这些责任和义务。

## 20. Entire Agreement 完整协议

The terms of the Agreement supersede and replace all previous agreements or understandings between the parties or their representatives in respect of its subject matter.

本协议取代及替换各方或他们的代表之间就本协议主旨事宜达成的所有先前协议或谅解。

## 21. Notices 通知

Notices to the Client or the Company may be validly given at the addresses specified in the Agreement, or in the case of any party who resides outside the People's Republic of China, at the address of his agent in the People's Republic of China (if any). Notices to Vistra or any Nominee shall be given at the address notified to the Client or the Company from time to time. Any notice sent by facsimile or email shall be deemed served when despatched and any notice served by personal delivery shall be deemed served when it is left at the address and any notice served by courier service shall be deemed served three (3) business days after posting if to an address in the People's Republic of China or five (5) business days after posting if to an address outside the People's Republic of China.

按照本协议所载地址向客户或公司发送的通知，则视为有效送达，而对于居住在中华人民共和国以外的任何一方，可以发送至其在中华人民共和国的代理人之地址(如有)。发送给瑞致达或任何代理人的通知应按照不时通知客户或公司的地址发出。通过传真或电子邮件发送的任何通知，在发出时视为送达；通过专人递送的任何通知，视为在将通知留置于相关地址之时送达；及通过快递送达的任何通知，如发送至中华人民共和国境内地址，则须视为投递之后三(3)个工作日送达，或如发送至中华人民共和国境外地址，则须视为投递之后五(5)个工作日送达。

## 22. Non-Poaching 不招揽

The Client shall not employ or solicit either directly or as consultants or agents any employees or former employees who have terminated the employment relationship with Vistra within one (1) year of Vistra to provide the same or similar services as provided by Vistra during the term and for a period of one (1) year after termination of the Agreement. Otherwise, Vistra will be entitled to charge a fee equivalent to six (6) months of that employee's salary under the Agreement by way of compensation.

在本协议有效期内，以及本协议终止后一(1)年以内，客户不应直接或者通过顾问或代理来聘用或招揽瑞致达的现员工或者在一(1)年内与瑞致达终止劳动关系的前员工，以提供和瑞致达相同或类似的服务。否则，瑞致达有权根据本协议主张相当于该员工六(6)个月工资的数额作为赔偿。

## 23. Governing Law 管辖法律

The validity, construction and enforceability of the Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China. Any dispute arising from or in connection with the Agreement shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration which shall be conducted in accordance with the commission's arbitration rules in effect at the time of applying for arbitration. The place of arbitration shall be Shanghai, PRC. The language to be used in the arbitration proceedings shall be English. There shall be only one (1) arbitrator. The arbitral award is final and binding upon both Parties. If it becomes necessary for either Party to enforce or interpret the terms of the Agreement in court, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and necessary

disbursements in addition to any other relief to which the Party may be entitled. This provision shall be construed as applicable to the entire Agreement.

本协议的有效性、解释和可执行性受中华人民共和国法律管辖,并依其解释。任何因本协议有关的纠纷应提交中国国际经济贸易仲裁委员,并适用其在申请时现行有效的仲裁规则解决。仲裁地点在中国上海。仲裁语言为英文。仲裁庭由一名仲裁员组成。仲裁裁决是终局结果并且对双方均具有拘束力。如任一方需要由法院解释或向其申请执行本协议之协议,胜诉方除有权获得应得救济以外,还有权获得合理律师费、诉讼成本以及必要报销。本条应被解释为适用于本协议整体。

#### **24. Language 语言**

The Chinese translation is for reference only. In case of any discrepancy or conflict between the English version and the Chinese version of the Agreement and/or these Terms, the English version shall prevail.

中文版本仅供您参考。本协议的中英文版本如有任何差异或冲突,概以英文版本为准。

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