

PURCHASE ORDER TERMS AND CONDITIONS
采购订单条款和条件

This purchase order and all attachments hereto or references contained herein (collectively, “**Order**”) is issued for the purpose of acquiring the goods or services described in such Order and, unless otherwise expressly stated in writing by Company (as defined below) in the Order, shall be governed by these Purchase Order Terms and Conditions with these Purchase Order Terms and Conditions hereby incorporated by reference in the Order. AMGEN BIOTECHNOLOGY CONSULTATION (SHANGHAI) CO., LTD, with an address of Room 1501, No. 233 Taicang Road, Huangpu District, Shanghai 200020, the People's Republic of China (“**Company**” or “**Buyer**”) and Click or tap here to enter text., with an address of Click or tap here to enter text. (“**Provider**” or “**Seller**”) agree to be bound by the terms and conditions of this Order. This Order sets forth the entire understanding between the parties and supersedes all prior written or oral inquiries, proposals, agreements, negotiations or commitments pertaining to the subject matter of the goods or services unless specifically set forth in this Order. No amendments, modifications, substitutions, or supplements to this Order are binding unless in writing and signed by Company's designated representative. Provider's execution or commencement of performance hereunder constitutes Provider's acceptance of this Order. Unless expressly specified otherwise, Company is not obligated to purchase any amount of goods or services from Provider and is not obligated to purchase goods or services exclusively from Provider. The article and section headings contained in this Order are for reference purposes only and have no effect on the interpretation of this Order or its application. As used herein, “**Affiliates**” shall mean any firm, corporation or other entity, however organized, that, directly or indirectly, controls, is controlled by or is under common control with an entity. For purposes of this definition, “**control**” shall be defined as the ownership of fifty-percent (50%) or more of the voting securities or an interest in fifty-percent (50%) or more of the profits of such entity, or the possession, direct or indirect, of the power to cause the direction of the management and policies of such entity, whether through ownership of the voting securities of such entity, by contract or otherwise.

本采购订单和本采购订单的所有附件或引用（合称“**订单**”）是为了购买本订单描述的货物或服务的目的而出具的，并且，除非公司（定义见下文）在本订单中另有明确书面说明，本订单应当适用作为参考被包含在本订单中的采购订单条款和条件。安进生物技术咨询（上海）有限公司，地址为中国上海黄浦区太仓路 233 号 1501 室，邮编 200020（“**公司**”或“**买方**”）与 Click or tap here to enter text.，地址为 Click or tap here to enter text.（“**提供方**”或“**卖方**”）同意接受本订单的条款和条件的约束。本订单规定了双方当事人之间的全部共识并取代所有之前的书面或口头的与货物或服务的事项有关的询价、提议、协议、谈判或承诺，除非该等询价、提议、协议、谈判或承诺明确规定在本订单中。本订单的修订、修改、替换或补充非以书面形式作出并经公司指定代表签字不产生约束力。提供方执行或开始履行订单视为其已接受本订单的条款约束。除非另有明确规定，公司无义务从提供方处购买任何数量的货物或服务，亦无义务仅从提供方处购买货物或服务。本订单条款和章节的标题仅为参考目的，且并不会影响本订单的解释或适用。在本订单中使用的“**关联方**”是指直接或间接的控制或受控于一个实体或与该实体受到共同控制的，无论其组织形式如何的任何公司、企业或其他实体。为了该定义的目的，“**控制**”指拥有该等实体的 50%或以上的有投票权的股票或 50%或以上利润的权益，或直接或间接拥有引导该等实体管理和政策的权力，无论通过拥有该等实体有投票权的股票，合同或其他方式。

1. PERFORMANCE. Provider's performance hereunder must meet the Standard of Care (as defined below) and comply with Applicable Laws. Company has the right to stop Provider's activities occurring on Company's premises whenever conditions are observed which threaten the environment, people, project, real property, structures, or equipment. Provider shall bear the cost of any such stoppage and resultant standby time to the extent caused by Provider or its Representatives. For purposes of this Order, “**Representatives**” shall mean, with respect to a Party, such Party's directors, officers, employees, agents and any other persons or entities (excluding the other Party) who contribute to the performance of such Party's obligations under this Order and, with respect to Provider, shall include without limitation any and all subcontractors and such subcontractors' directors, officers, employees and agents. The presence of such conditions or a Provider's failure or refusal to correct the same within a reasonable time, as determined by Company, shall constitute a default under this Order and Company shall have the right to terminate this Order, in whole or in part, pursuant to the terms hereunder.

履行。本订单项下提供方的履行必须符合注意义务（定义见下文）并遵守适用法律。一旦发现提供方在公司场地上的活动对环境、人、项目、不动产、结构或设备构成威胁，公司有权停止其该等活动。提供方应当在提供方或其代表造成的范围内承担该等停止及导致的等待时间的费用。为了本订单的目的，“**代表**”应当指，就一方当事人而言，参与履行该方当事人在本订单项下的义务的该方当事人的董事、管理人员、雇员、代理和任何其他个人或实体（不包括对方当事人），就提供方而言，应当包括但不限于任何和所有的分包商和该等分包商的董事、管理人员、雇员和代理。该等情况的出现或提供方未能或拒绝在公司认为合理的时间内纠正该等情况的，构成本订单项下的违约，且公司应当有权根据本订单的条款整体或部分终止本订单。

2. DELIVERY OF GOODS/SERVICE & ACCEPTANCE.
货物/服务的交付与接受

2.1 INSPECTION, TESTING AND QUALITY CONTROL. Provider must have and maintain inspection and quality control systems appropriate for the supply of the goods and services. All inspection records and other documents required by this Order or Applicable Laws must be kept intact and made available to Company upon reasonable request for a period of at least five years after final delivery under this Order. Without the prior written consent of Company, Provider shall not insert into any goods or software any code which would have the effect of disabling or otherwise shutting down all or any portion of the goods. If any goods or software contains a disabling code, Provider shall not invoke such disabling code at any time without Company's

prior written consent. Company may inspect or test the goods or services at all reasonable times or places prior to final acceptance and Provider shall provide access to or, as appropriate, samples of goods to support such. Company's inspection or testing, or lack thereof, shall not relieve Provider of its obligation to furnish conforming goods or services. Provider must make repairs or replacements arising from any test or inspection at its sole cost and expense within the lead-time for the goods or services.

检验、测试和质量控制。提供方必须拥有和维持与提供货物和服务相适应的检验和质量控制系统。所有本订单或适用法律要求的检验记录和其他文件必须在本订单项下的最终交付之后的至少五年内完整保存并基于合理要求而提供给公司。未经公司的事先书面同意，提供方不得向任何货物或软件植入任何拥有导致全部或部分货物不能使用或以其他方式关闭全部或部分货物的效果的代码。若任何货物或软件中包含上述代码，未经公司事先书面同意，提供方在任何时候不得运行该代码。公司可以在最终验收之前在所有合理的时间或地点检验或测试货物或服务，且提供方应当提供接触货物的途径，或在适当的情况下，提供货物的样品以支持该等检验或测试。公司的检验或测试，或未检验或未测试，均不应免除提供方提供符合条件的货物或服务的义务。提供方必须在货物或服务的订货到交货的前置期内进行由检验或测试中产生的修理或替换，并自行承担费用和开支。

2.2 Provider must provide all goods in accordance with Applicable Laws (as defined below) and this Order. Unless otherwise specified, Provider must ship all goods FOB destination and include a packing slip, including the applicable Order number, on the outside of the container of each package shipped. If this Order is canceled in whole or in part because of Provider's default, Company may retain or return any goods received under this Order and without limiting Company's other remedies, Provider must reimburse Company for (i) all costs of shipping or storing any returned goods and (ii) any amount previously paid by Company for the returned goods. In the event that the delivery is delayed due to Provider, Company shall have the right to: (a) claim a penalty per day with the amount equivalent to 0.3% of fee of delayed goods/services; or (b) purchase delayed goods/service from other providers, and Company shall claim the balance and additional cost, and a penalty per day with the amount equivalent to 0.3% of fee of delayed goods/services.

提供方必须根据适用法律（定义见下文）和本订单提供所有的货物。除非另有规定，提供方必须根据 FOB 装运所有货物至目的地，并将包含适用的订单号码的装箱单附于每个装运的包裹的集装箱之外。如果本订单由于提供方过错全部或部分被取消，公司可以保留或返还任何根据本订单接收的货物而不限公司的任何其他救济，提供方必须支付公司(i) 所有装运或储存任何返还的货物的费用，以及(ii)公司为了返还的货物而事先支付的任何费用。因提供方原因导致提供方延迟交付的，公司有权：
(a) 向提供方每天收取相当于延迟交付货物或服务的总值 0.3%的违约金；或 (b) 通过其他渠道购买延迟交付的货物或服务，并向提供方收取因此产生的差额和额外费用，并有权向提供方每日收取相当于延迟交付货物或服务的总值 0.3%的违约金。

2.3 TITLE AND RISKS. Goods shall remain at the risk of Provider until delivery and written acceptance by Company, at which time title shall pass to Company.

所有权与风险。在货物交付公司且经公司书面确认接受后，货物的所有权转移至公司享有，在此之前货物的风险由提供方承担。

2.4 REJECTION. Without prejudice to any other right or remedy which Company may have, Company may, following a reasonable period after delivery, reject in writing any Goods (in whole or in part) which are not supplied in accordance with this Order. Company may, at its option, (i) carry out such work as may be necessary to make Goods comply with this Order and claim such damages as may have been sustained in consequence of Provider's breach or breaches of this Order; or (ii) return the Goods (and refuse to accept any further deliveries of the Goods without Company incurring any liability to Provider) and Provider shall promptly reimburse any amount (payable immediately) paid by Company in advance and any delivery and storage costs in returning Goods to Provider. Notwithstanding the foregoing Company shall not be deemed to have accepted and may reject the Goods within a reasonable time after any latent defect has become apparent.

拒绝。在不损害公司可能拥有的任何其他权利或补救措施的情况下，公司可在交付后的合理期限内以书面形式拒绝任何未按照本订单提供的货物（全部或部分）。公司可以选择（i）进行必要的工作以使货物符合本订单的要求，并要求提供者赔偿因其违反本订单而造成的损害；或（ii）退回货物（并拒绝接受货物的任何进一步交付，而公司不会因此而对提供方承担任何责任），并且提供方应立即退还公司预先支付的任何金额以及因将货物退还提供方而产生的任何交付和存储的费用。尽管上述约定，公司在任何潜在货物缺陷变得明显之后的合理时间内仍可拒绝货物，而不应被视为已接受交付。

3. PERSONNEL/PROPERTY. Provider's Representatives who are required to enter Company's premises or use Company's systems or property shall abide by Company's rules, policies, and restrictions and may be required to provide certain information and complete certain paperwork related thereto. Provider shall provide Company with safe and convenient access to Provider's premises at Company's reasonable request.

人员/财产。被要求进入公司场地或使用公司系统或财产的提供方的代表应当遵守公司的规则、政策和限制，并可能被要求提供特定的相关信息和完成特定的相关书面工作。提供方应当根据公司的合理要求，向公司提供安全和便捷的进入提供方场地的途径。

4. CHANGES, DELAYS OR SUSPENSIONS. Company may make changes in the scope or schedule of this Order by providing written notice to Provider at any time before completion of performance thereunder. If Provider believes that an adjustment to Provider's compensation or schedule is justified as a result of a Company-directed change, Provider must notify Company of such in writing within 10 calendar days of Company's notice of change. Any adjustment agreed to by the parties must be reflected in an amendment to this Order signed by Company and Provider. Provider must continue with performance of this Order while any request for adjustment is pending. Provider waives its rights to any adjustments not requested in accordance with this Order. Company may suspend all or any part of this Order by providing written notice to Provider.

Provider's obligations to Company under this Order will remain in full force and effect despite the delay or suspension of this Order under this article. If Company suspends this Order, Provider shall be entitled to compensation in accordance with the terms of this Order up to the date of suspension; provided, however, Company's liability to Provider shall in no case exceed the compensation payable to Provider pursuant to this Order, as appropriately adjusted and without duplication of payment.

变更、延迟或中止。在本订单履行完成之前的任何时间，公司可以通过向提供方提供书面通知变更本订单的范围和日程。如果提供方认为公司指向的变更导致对提供方报酬或日程的调整是合理正当的，那么提供方必须在公司通知变更之后的 10 个公历日内将该等调整要求书面通知公司。双方当事人同意的任何调整必须反映在公司和提供方签署的对本订单的修订之中。在任何调整要求悬而未决时，提供方必须继续履行本订单。提供方放弃非根据本订单要求的任何调整的权利。公司可以书面通知提供方中止本订单中所有或任何部分。即使本订单根据本条而延迟或中止，提供方对公司的本订单项下的义务仍然继续完全有效和有执行力。如果公司中止本订单，提供方应当有权根据本订单的条款获得直到中止日的补偿；但前提是，公司对提供方的责任在任何情况下都不得超出根据本订单应当向提供方的支付的报酬，其经适当调整且并不存在重复支付。

5. CONFIDENTIAL INFORMATION. In connection with this Order, Company or its Affiliates or their respective Representatives may disclose to Provider, through observation or otherwise, Company Information (defined below). Provider: (i) may not disclose Company Information to third parties without prior written approval of Company; (ii) must restrict its use of Company Information to the intended purpose of this Order; and (iii) must limit dissemination of Company Information within its own organization to only those individuals who require disclosure for performance of their duties and who clearly understand the requirements of this article. To the extent third parties disclose Company Information to Provider in connection with this Order, the obligations set forth in this article (Confidential Information) shall apply to the same extent as if Company had disclosed such information directly to Provider. **“Company Information”** shall mean all information of or relating to Company or its Affiliates or their respective collaborators, licensees, joint ventures, contractors or Representatives, unless specifically identified by Company as non-confidential, regardless of how communicated or stored, including without limitation the following: confidential or proprietary information; trade secrets; data; drafts; documents; communications; plans; know-how; negative know-how; formulas; improvements; designs; estimates; calculations; test results; specimens (including without limitation biological specimens); schematics; drawings; tracings; studies or research projects and biological specimens, original data, records, documentation, protocols and other such information and materials arising out of or in support of studies or research; specifications; surveys; facilities; photographs; documentation; software; equipment; processes; programs; reports; orders; maps; models; agreements; ideas; methods; discoveries; inventions; patents; concepts; research; development; business and financial information; and potential business opportunities between Company or its Affiliates, on the one hand, and Provider or its Affiliates, on the other hand. Provider must return to Company all of Company Information in tangible form, including without limitation all copies, translations, interpretations, derivative works and adaptations thereof, immediately upon request by Company. Neither Provider nor Provider's Representatives may use the Company Information for the benefit of any person or party other than Company, or in furtherance of any work, services or project other than the services or projects for which Provider is engaged pursuant to this Order. After the completion of performance of services for a project (or after the termination of this Order), Provider shall prohibit all persons other than Provider's legal department and any of its Representatives performing warranty work for Company from accessing the Company Information.

保密信息。与本订单相关的，公司或其关联方或它们各自的代表可能通过观察或其他方式，向提供方披露公司信息（“定义见下文”）。提供方：(i) 不得未经公司事先书面批准向第三方披露公司信息；(ii) 必须将其对公司信息的使用限制在本订单旨在的目的的范围内；且(iii) 必须将公司信息在其组织内的传播限制在为履行其职责而要求披露并明确理解本条要求的人员的范围内。在第三方向提供方披露与本订单相关的公司信息的范围内，本条（保密信息）规定的义务应当如同公司直接将该等信息提供给提供方一般，在相同的范围内适用。**“公司信息”**应当指所有公司或其关联方或它们各自的协作者、被许可人、合营、分包商或代表的，或与之相关的所有信息，不论如何传输或储存，包括但不限于以下：保密或专有信息；商业秘密；数据；草案；文件；讯息；计划；专有技术；反向专有技术；公式；改进；设计；评估；计算；测试结果；样本（包括但不限于生物样本）；图表；草图；描摹；研究或研究项目和生物样本，原始数据，记录，文档，条款和其他从研究中产生的该等信息和材料；规格；调研；设施；照片；文档；软件；设备；步骤；程序；报告；指令；地图；模型；协议；想法；方法；发现；发明；专利；概念；研究；开发；商业和财务信息；和公司或其关联方和提供方或其关联方之间潜在的商业机会，被公司明确定义为非保密信息的除外。提供方必须在公司要求之后，立即向公司返还所有有形形式的公司信息，包括但不限于所有该等信息的复本、翻译、释义、演绎和改编品。提供方和提供方的代表都不得为了公司以外的任何人或任何方的利益，或在推动任何提供方根据本订单而进行的服务或项目之外的工作、服务或项目的过程中使用公司的信息。在完成履行一项项目的服务后（或在本订单中止后），提供方应当禁止除提供方的法律部门或为公司提供保修工作的代表之外的人员接触公司信息。

The obligations set forth in this article shall not apply to any portion of Confidential Information which (i) is or later becomes generally available to the public by use, publication or the like, through no act or omission of the recipient hereunder of such, or (ii) the receiving party possessed prior to the Effective Date of this Order without being subject to an obligation to keep such confidential, or (iii) is independently developed by the receiving party without use or reference to the other party's information. In the event the receiving party becomes legally compelled to disclose any Confidential Information of the disclosing party, the receiving party shall immediately provide the disclosing party with notice thereof prior to any disclosure, shall use its best efforts to minimize the extent of disclosure, and shall cooperate with the other party should such other party seek to obtain a protective order or other appropriate remedy. The obligations of this article (i) with respect to Confidential Information that constitutes a “trade secret” (as defined by Applicable Law) will survive the termination of this Order for so long as such Confidential Information remains a trade secret under applicable law, and (ii) with respect to all other Confidential Information, will survive the termination of this Order for a period of five years from termination, or so long as required by applicable law.

本条规定的义务不应适用于以下保密信息的任何部分，(i) 通过使用、公布或诸如此类的方式而非本订单项下保密信息的接收方的作为或疏忽而使公众可获或者变得由公众可获的信息；(ii) 接收方于生效日前所取得的且不对该等保密信息负有保密义务的信息；或者(iii) 由接收方在未参考或使用对方保密信息的情况下独立开发的保密信息。若接收方因法律的强制要求而披露任何披露方的保密信息，接收方应当在任何披露之前立即书面通知披露方，应当尽最大努力最小化披露的范围，并应当在对方寻求保护令或其他适当的救济的情况下与该方合作。本条(i) 与构成“商业秘密”（由适用法律定义）的保密信息有关的义务，应当在本订单终止后继续有效，只要根据适用法律保密信息仍然为商业秘密，以及(ii) 与所有其他保密信息有关的义务，应当在本订单终止后的五年内或适用法律要求的期间内继续有效。

Provider acknowledges and agrees that Company shall have the right to disclose publicly, including via publication on Amgen's public website, the terms and conditions of this Order, including, without limitation, Provider's name and amount of payment. 提供方确认并同意，公司有权公开披露，包括通过在安进的公开网站上公开，本订单的条款和条件，包括但不限于提供方的名称和支付数额。

6. OWNERSHIP. Without limiting any other remedies available in law, Provider agrees that anything resulting from the use of Company Information, including without limitation any and all intellectual property, is Work Product (as further defined below). Provider acknowledges and agrees that all right, title and interest in and to any Work Product, except for Provider Retained IP Rights (as defined below), shall be the sole property of Company whether the services to be performed are completed or not. Provider hereby assigns to Company all of Provider's right, title and interest in the Work Product excluding the Provider Retained IP Rights; provided, however, that if, and only to the extent, the rights to any Work Product are not assignable, or otherwise transferable, to Company by operation of laws of the People's Republic of China ("**China**" or the "**PRC**", solely for the purpose of this Order, exclusive of Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan), then Provider hereby grants to Company a fully paid-up, royalty free irrevocable, exclusive, perpetual, worldwide license to make, have made, use, develop, modify, practice, reproduce, exploit, sell, offer to sell, commercialize, sublicense, export and import any Work Product, as well as any derivatives of Work Product under any patent applications and patents claiming Work Product, and agrees to effect and perfect such license agreements in compliance with all applicable laws in China. Provider shall ensure that, at no cost to Company, all of Provider's Representatives that contribute to any Work Product have agreed in advance in writing that all right, title and interest in such contributions is assigned to Company or Provider, and that they waive any droit moral or similar rights to object to modifications, adjustments or additions to their contributions. If any agreements with any of Provider's Representatives provide such rights to Provider rather than to Company, Company shall acquire all such rights in such Representatives' contributions by operation of this provision. Further, Provider shall enter into a legally enforceable waiver of pre-emption rights under Article 326 of PRC Contract Law with its employees or another agreement (by revising the labor contract or otherwise) to the effect that the employees shall confirm that he/she will not have any right or claim on any intellectual property right of the invention derived from his/her work on the job relating to Provider's performance under this Order, except for the reward he/she is entitled to claim from Provider pursuant to the applicable PRC patent laws. All Work Product and any reproductions thereof shall be surrendered to Company by Provider upon completion of the related portions of the services, or termination of this Order, whichever occurs first. All Work Product other than Provider Retained IP Rights may be used by Company without restriction and may not be used by Provider or its subsidiaries or its subcontractors, if any, without Company's prior written consent. All Provider Retained IP Rights shall remain the intellectual property of Provider; provided, however, that Provider hereby grants Company (and its successors and assigns) a perpetual, worldwide, non-terminable, fully paid-up, royalty-free license, with a right to sublicense, use, copy, modify and adapt such Provider Retained IP Rights for the intended purpose of this Order or as is necessary for Company (or its successors and assigns) to use or receive the benefit of the goods and services, including, without limitation, the deliverables provided under this Order. "**Work Product**" shall mean all tangible material, or its intangible equivalent in unwritten or oral form, created directly or indirectly in connection with or arising out of the services, Company Information (whether disclosed by or on behalf of Company), or any of Provider's obligations hereunder, including, without limitation, all patent, copyright, trademark, trade secret and other proprietary rights. Work Product may include without limitation all of the following, whether finished or unfinished: drafts, documents, writings, communications, plans, data, estimates, calculations, test results, specimens, schematics, drawings, tracings, studies, specifications, surveys, photographs, software programs, programs, reports, orders, maps, models, agreements and all derivative works thereof, ideas, concepts, discoveries, inventions, patents, know-how, negative know-how and improvements. "**Provider Retained IP Rights**" shall mean any Work Product which (i) is proprietary to Provider, (ii) has been clearly identified to Company in writing as proprietary to Provider and not to be property of Company, and (iii) was not designed or otherwise created for Company. Provider agrees to (i) execute any documents required by the Applicable Laws or reasonably requested by Company, (ii) conduct the technology export contract registrations or obtain export permits with competent authorities and (iii) make any other necessary effort to effect and perfect such assignment in compliance with all Applicable Laws in China including but not limited to Foreign Trade Law, Regulations on Import and Export Control of Technologies, and Patent Law.

所有权。在不限制任何法律中可获得的其他救济的前提下，提供方同意使用公司信息而产生的任何内容，包括但不限于知识产权，均为工作成果（定义见下文）。提供方确认并同意，无论所提供的服务是否完成，任何工作成果的所有权利、权属和利益，除了提供方保留知识产权（定义见下文）外，应当为公司的专有财产。提供方在此向公司转让所有提供方在工作成果（除了提供方保留知识产权）中的权利、权属和利益；但前提是，如果，且仅在任何工作成果的权利根据中华人民共和国（“中国”，仅为了本订单的目的，不包括香港特别行政区、澳门特别行政区和台湾）法律的操作而不可转让或以其他方式让与给公司的情况下，则提供方特此授予公司全部付清的，免使用费的，不可撤回的，排他的，永久的，全球范围内的许可，以

制造, 让他人制造, 使用, 开发, 改变, 应用, 复制, 利用, 销售, 许诺销售, 商业化, 转许可, 出口和进口任何工作成果以及主张工作成果权利的专利申请和专利项下的任何工作成果的衍生品, 并同意根据中国适用法律使该等许可有效并完善。提供方应当保证, 在公司不承担费用的前提下, 所有致力于工作成果开发的提供方代表已经事先书面同意将其贡献中所有权利、权属和利益转让给公司或提供方, 且放弃所有反对对他们的贡献进行变更、调整或附加的精神权利或类似的权利。如果任何与提供方代表的协议规定该等权利归属于提供方而非公司, 公司应当通过本条的适用而获得该等代表的贡献中的所有该等权利。此外, 提供方应当与其雇员签订一份法律上可执行的对中国合同法第 326 条项下优先权的放弃的协议或其他协议(通过修改劳动合同或其他方式), 以达成促使雇员确认对于他/她在从事提供方履行本订单相关的工作中产生的发明的知识产权不拥有任何权利或主张, 他/她根据适用的中国专利法律有权从提供方处获得的奖励除外。所有工作成果和任何其复制件应当在完成服务的相关部分时, 或本订单终止时, 无论何者较早发生, 由提供方提供给公司。所有提供方保留知识产权之外的工作成果可由公司无限制的使用, 但不得在未经公司事先书面同意的情况下由提供方或其附属方或其分包商, 如有, 使用。所有提供方保留知识产权应当仍然为提供方的知识产权; 但前提是, 提供方在此授予公司(及其继受方和受让方)永久的, 全球范围内的, 非终止的, 全部付清的, 免许可费的许可, 授予其为了本订单的目的或在公司(或其继受方和受让方)使用或接受根据本订单提供的货物或服务的利益(包括但不限于交付物)而必要的情况下, 转许可, 使用, 复制, 更改和改编该等提供方保留知识产权的权利。

“**工作成果**”应当指与服务、公司信息(无论由公司披露或代表公司披露)或本订单项下提供方义务相关的, 或由此产生的, 直接或间接创造的所有有形材料, 或以非书面或口头形式的无形等类别, 包括但不限于所有专利、版权、商标、商业秘密和其他财产权利。工作成果应当包括但不限于任何下列, 无论完成或未完成: 草案、文件、书文、讯息、计划、数据、评估、计算、测试结果、样本、图表、草图、描摹、研究、规格、调研、照片、软件、程序、报告、指令、地图、模型、协议及其所有衍生品、想法、概念、发现、发明、专利、专有技术、反向专有技术和改进。“**提供方保留知识产权**”应当指任何符合下列条件的工作成果: (i) 专属于提供方, (ii) 由公司书面明确界定为专属于提供方而非为公司财产, 并且(iii) 不是为了公司而设计或通过其他方式创造。提供方同意(i) 签署任何适用法律要求或公司合理要求的文件, (ii) 在相关政府本门进行技术出口合同登记或取得出口许可, 并(iii) 做出任何其他必要的努力, 以符合所有中国适用法律(包括但不限于对外贸易法、技术进出口管理条例和专利法)使该等转让有效和完善该等转让。

Provider represents, warrants and agrees that, for every deliverable (or component thereof) consisting of intellectual property, images, voice over or video footage or any other content or materials performed or created by any third party or otherwise owned or controlled by any third party, Provider has obtained and possesses or will obtain at the relevant time all licenses, consent releases and other appropriate documentation necessary and appropriate for Company to use the applicable deliverable in accordance with the terms of this Order (such documentation “**Usage Rights Documentation**”). Provider shall store and maintain all Usage Rights Documentation in accordance with the terms of this Order relating to books and records regarding performance. Provider shall, in accordance with the terms of this Order or upon Company’s request, provide all Usage Rights Documentation to Company.

提供方声明、保证并同意, 就包含任何第三方完成或创造的或以其他方式拥有或控制的知识产权、图像、旁白语音或视频片断或任何其他内容或材料的每一个交付物(或者其部件), 提供方已获得并拥有或将在有关时间获得所有许可, 同意发行文件和其他适当的必要文件以使公司可以根据本订单的条款使用相关交付物(该文件称为“使用权文件”)。提供方应当依据本订单条款中有关履行订单的账簿和记录的规定存储和保留所有的使用权文件。提供方应当, 依据本订单条款或经公司请求, 向公司提供所有使用权文件。

7. COMPENSATION/INVOICES. Provider shall invoice Company monthly or as agreed with Company in writing in advance and Company shall pay Provider undisputed amounts in accordance with the terms of this Order or if no such terms are otherwise specified, 90 days after receipt from Provider of a correct invoice. The currency or currencies to be used for invoicing and payment of compensation shall be the currency or currencies as stated in this Order. Company may reasonably specify information that Provider shall include in invoices. Rates set forth in this Order are firm and fixed and all inclusive, except VAT and applicable sales taxes. VAT and applicable sales tax will be added to the prices, as applicable, and stated as a separate item on each invoice. Payment by Company does not constitute and shall not be construed as acceptance of the goods or services or an admission of liability. For invoices requesting reimbursement of out-of-pocket expenses previously approved by Company under this Order, Provider shall provide a tax-valid receipt (*fapiao*) with each such invoice.

报酬/发票。 提供方应当每月或按照事先与公司约定的相关要求向公司提供发票, 且公司应当根据本订单的条款, 或者在没有特别规定该等条款的情况下, 则在从提供方收得正确发票后的 90 天, 向提供方支付没有争议的数额。用于发票和支付报酬的货币应当为本订单规定的货币。公司可以合理地指定提供方应当纳入发票的内容。本订单规定的费率是确定的、固定的和全包的, 除了增值税和适用的销售税。增值税和适用的销售税应当在适用的情况下附加在价格之上, 并作为单独的项目被列明在每一张发票中。公司的付款不构成且不应被解释为对货物或服务的接受或对责任的承认。提供方应当就每一笔要求报销的由公司事先同意的现款支出提供有效的税务凭证(发票)。

8. RIGHT TO WITHHOLD PAYMENT/OFFSET. Company may, in whole or in part, decline to approve any request for payment hereunder, withhold or offset against any payment due hereunder, or, due to subsequently discovered evidence or inspection, nullify any payment previously made to such extent as is reasonably necessary, in Company’s good faith opinion, to protect Company from loss due to Provider’s failure to meet its obligations hereunder without Company’s waiver or limitation of any other rights or remedies.

扣留付款/抵消的权利。 公司可以，全部或部分，拒绝同意任何本订单项下付款的要求，扣留或抵消任何本订单项下的到期付款，或，基于后续发现的证据或检查，在合理必要的情况下，根据公司的善意观点，取消任何在该等范围内先前支付的款项，以保护公司免受因提供方未能满足本订单项下义务而遭受的损失，且不放弃或限制公司的任何其他权利或救济。

9. RECORDS AND AUDITS. Provider shall maintain complete and correct books and records relating to the performance of all of its obligations hereunder and all costs, liabilities and obligations incurred hereunder, including without limitation those relating to the Compensation. All records and accounts relating to financial matters must be in a format consistent with PRC Generally Accepted Accounting Practices. Such books and records shall be maintained for a minimum of seven (7) years following termination hereof or final payment under this Order, or such longer period as may be required by Applicable Law. Such books and records shall be made available to Company and Company's Representatives for copy, review, audit and other business purposes at such reasonable times and places during this period. Company's audit rights shall not include the right to audit the makeup of fixed price costs or fixed rates agreed upon by Company. Notwithstanding anything to the contrary contained herein, all costs associated with such maintenance shall be Provider's sole expense and shall not be payable or reimbursable by Company. Should Provider fail to maintain such books and records as required hereunder, Provider shall provide its good faith assistance and reimburse Company for its reasonable costs in recreating such books and records. In the event that any audit by Company reveals any overpayment by Company, then Provider shall repay to Company the overpaid amount upon Company's written demand therefor. Company's performance of an audit and Provider's repayment of any overpaid amounts shall not limit any of Company's rights and remedies with respect to such overpaid amounts or Provider's performance of its obligations under this Order, all of which rights and remedies are reserved by Company. Provider shall cause the provisions of this section to be incorporated in the provisions of each subcontractor agreement. In addition, Company may request additional information from Provider and/or any of Provider's Representatives as may be reasonably necessary to verify compliance with the obligations, representations and warranties set forth in this Order including without limitation compliance with Applicable Laws and Company Requirements.

记录和审计。 提供方应就其在本订单项下的全部义务的履行以及所有在本订单项下产生的开支、负债以及义务保留完整准确的相关账簿和记录，包括但不限于与本订单项下取得报酬相关的账簿和记录。所有同财务事项有关的记录和账户均应采取与中国公认会计准则相一致的格式。该等账簿和记录应当保存至本订单终止或最终付款之日后至少七（7）年或者适用法律所要求的更长期限。在此期间内合理的时间和地点，公司及其代表有权为复制、审阅、审计和其他商业目的而获得该账簿和记录。公司的审计权利不应包括对公司同意的固定价格成本或固定利率构成的审计权利。尽管本订单包含了任何相反的规定，所有同该等保存有关的开支均应由提供方独自承担，而不应由公司支付或报销。如果提供方未能保存本订单规定的前述账簿或记录，提供方应在公司重新创建该等账簿和记录的过程中向其提供善意协助并补偿公司在这一过程中的合理开支。如果公司的审计发现任何公司多付的款项，则提供方应当根据公司的书面要求向公司返还该等多付的款项。公司执行审计和提供方返还任何多付的款项不应限制任何公司就该等多付的款项或提供方对其在本订单项下义务的履行而享有的权利和救济，该等权利和救济由公司保留。提供方应当将本条的规定加入到每一份分包商协议的规定中。此外，公司有权在合理且必需的情况下，要求提供方和/或提供方代表提供其他信息，以便于核实其对于本订单项下达成的义务、声明和保证等以及其他适用法律和公司要求等的遵守情况。

10. TERMINATION FOR CONVENIENCE. Company may, for any reason, terminate this Order by providing written notice to Provider specifying the effective date of termination and Provider shall comply with the terms of such notice. If Company terminates this Order which is for custom manufactured goods ("**Special Order**") within less than 30 calendar days before its specified delivery date, Company will reimburse Provider only for Provider's actual expenditures for the Special Order, based on substantiating documentation provided by Provider; however, in no event shall Company be liable to Provider in excess of the compensation Provider could have been paid under this Order if the Special Order had not been so terminated. In the event of termination for convenience, Provider shall be entitled to compensation in accordance with the terms of this Order up to the date of termination which compensation shall include any reasonable expenses actually and necessarily incurred by Provider in terminating Company-approved subcontracts and demobilizing from Company's premises as a result of Company's termination for convenience; however, Company's liability to Provider shall in no case exceed the cost for the goods and/or services, as properly adjusted, reduced by the amount of payments otherwise made, without duplication of payment. Upon payment of compensation to which Provider is entitled hereunder, Company shall have no further obligations to Provider under this Order.

任意终止。 公司可以，基于任何理由，通过向提供方提供书面通知说明终止的生效日期以终止本订单，且提供方应当遵守该等通知的条款。如果公司在规定的交付日期之前少于 30 个日历日内终止为了定制货物的本订单（“**特殊订单**”），公司将仅补偿提供方为了特殊订单的实际花费（根据提供方提供的证明文件）；然而，公司在任何情况下向提供方承担的责任均不超出在特殊订单并未终止的情况下提供方根据本订单所应被支付的报酬。在任意终止的情况下，提供方应当有权根据本订单的条款获得直到终止日的补偿，该等补偿应当包括因公司任意终止而导致的提供方终止公司同意的分包合同和从公司的场所撤回的过程中实际或必要发生的合理支出；但，公司对提供方承担的责任在任何情况下都不应超出经适当调整的，减去其他情况下支付的款项的，并且不重复支付的货物和/或服务的花费。一旦向提供方支付了其根据本订单有权获得的补偿，公司对提供方不再承担任何本订单项下进一步的义务。

11. TERMINATION FOR CAUSE. Company may terminate this Order, in whole or in part, for default by Provider in performance of its obligations hereunder. Any termination by Company will be without prejudice to any other rights or remedies Company may have and will be effective if Provider fails to cure the breach within 15 calendar days of Company's written

demand, unless a longer period is agreed to by the parties. There shall be no cure period in the event of any of the following: (i) failure to comply with Applicable Laws, including Anti-Corruption Laws; (ii) failure to comply with confidentiality or warranty obligations; (iii) Provider makes a general assignment for the benefit of its creditors; (iv) a petition in bankruptcy is filed by or against Provider; (v) failure to comply with or breach of representations and warranties set forth in the Gratuities; Anti-Corruption Laws and Company Requirements sections hereof; (vi) failure to comply with or breach of representations and warranties regarding debarment, disqualification or exclusion and U.S. Economic Sanctions, or (vii) a receiver is appointed due to Provider's insolvency. In the event of any termination for cause by Company, Company reserves all of Company's rights and remedies available in law.

基于理由而终止。 公司可以基于提供方在履行其本订单项下的义务的过程中的违约而全部或部分终止本订单。公司的任何终止将不会妨碍公司可能拥有的任何其他权利或救济，且如果提供方未能在公司书面要求后 15 个公历日（除非双方当事人协商一致的更长的时间）内纠正违约，则该等公司的终止将生效。发生下列事件，应当没有纠正期间：(i) 未能遵守适用法律，包括反腐败法律；(ii) 未能遵守保密或保证义务；(iii) 提供方为了其债权人利益而全盘转让；(iv) 提供方提出破产申请或是破产申请的被申请人；(v) 未能遵守或违反本订单的馈赠条款中规定的声明与保证，以及反腐败法律和 Company 要求关于这方面的规定；(vi) 未能遵守或违反关于禁止、丧失资格或排除以及美国经济制裁方面的声明与保证；或者(vii) 提供方由于清算而被指定管理人。由提供方原因造成的解约，公司有权享有根据法律进行追偿的一切权利和救济

12. PROVIDER'S RIGHT TO SUSPEND. If Company fails to pay Provider undisputed amounts due and within the time frame provided for in this Order, then Provider shall have the right to suspend Provider's performance under this Order by 45 calendar days' prior written notice to Company of Provider's intent to suspend for nonpayment provided that (i) Provider delivers to Company at least 15 calendar days prior to the suspension date another notice conveying Provider's intent to suspend performance under this Order for nonpayment and (ii) Company does not pay Provider undisputed amounts owing Provider prior to the suspension date. Provider shall promptly resume performance upon Company's payment of undisputed amounts owing.

提供方的中止权利。 如果公司未能在本订单中规定的时间内向提供方支付到期的没有争议的金额，则提供方应当有权通过 45 个公历日事先书面通知公司提供方因未付款而中止的意图以中止提供方本订单项下的履行，前提是(i) 提供方在中止前至少 15 个公历日向公司提供另一个通知，说明提供方基于未付款而中止履行的意图，并且(ii) 公司并未在中止日前向提供方支付拖欠提供方的没有争议的数额。在公司支付所欠没有争议的数额后，提供方应当及时恢复履行。

13. PROVIDER'S RIGHT TO TERMINATE FOR SUSPENSION. If Provider's performance under this Order is suspended for a period of 180 consecutive days (i) at the direction of Company, (ii) by order of any Court, or (iii) as a result of any act of a governmental authority, and provided that such suspension is through no fault of Provider or Provider's Representatives or any person or entity working directly or indirectly for Provider, Provider may, upon 15 calendar days' prior written notice to Company, terminate its performance under this Order.

提供方基于中止而终止的权利。 如果提供方对于本订单的履行(i) 根据公司的指示，(ii) 基于法院的指令，或(iii) 作为政府的任何行为的结果，中止了连续 180 日，且该等中止并非基于提供方或提供方代表或直接或间接为提供方工作的个人或实体的过错，那么提供方可以，在 15 个公历日事先书面通知公司之后，终止其本订单项下的履行。

14. COVENANTS. Provider covenants that performance and goods and services provided hereunder will meet the Standard of Care and Applicable Laws. If Provider is a Covered Individual and Entity (defined below), pharmaceutical company, medical device manufacturer or clinical laboratory, (A) Provider represents and warrants that it has an operational healthcare compliance program ("Provider's Compliance Program") that: (a) governs all of Provider's Representatives; (b) is consistent with the U.S. Federal Sentencing Guidelines for effective compliance programs; (c) is consistent with applicable compliance program guidance (e.g., U.S. Department of Health Office of Inspector General Compliance Program Guidance for Pharmaceutical Manufacturers (68 Fed. Reg. 23731) (May 5, 2003)); (d) with respect to Provider's that are pharmaceutical companies, complies with current PhRMA Codes and guidance, including without limitation the Principles on Conduct of Clinical Trials and the Code on Interactions with Healthcare Professionals, and as they may be amended from time to time; and (e) includes systems and processes to reasonably designed to protect the security, confidentiality, and integrity of Personal Information and Confidential Information in accordance with all Applicable Laws and contractual obligations; (B) Provider operates in compliance with Provider's Compliance Program; and (C) Provider shall maintain and shall continue to operate in compliance with Provider's Compliance Program throughout the term of this Order. **"Standard of Care"** shall mean (i) meeting the professional and ethical standards of diligence, care, timeliness, trust, dependability, safety, oversight, efficiency, economy and skill exercised by members of Provider's profession in the China with expertise in providing comparable multinational pharmaceutical companies with first-class services or goods substantially similar in size, scope, cost and complexity to those to be provided hereunder and (ii) exercising such professional standard by appropriate action or inaction. **"Applicable Laws"** shall mean any country, federal, state, provincial, commonwealth, cantonal or local government law, statute, rule, requirement, code, regulation, permit, ordinance, authorization or similar such governmental requirement and interpretation and guidance documents of the same by a governmental authority of China as applicable to Provider, this Order or the matters under this Order including without limitation Privacy Laws and Anti-Corruption Laws. **"Privacy Laws"** shall mean, as in effect from time to time, applicable data privacy laws of any jurisdiction including without limitation the national and local laws, regulations and rules regarding personal privacy and information security in the PRC specific to the handling of Personal Information (defined below) to the extent applicable to Provider or its Representatives or third-party service providers.

承诺。提供方承诺，根据本订单提供的履行和货物和服务将会符合注意标准和适用法律。如果提供方为一个涵盖的个人和实体（定义如下）、制药公司、医疗设备生产制造商或临床实验室，则(A) 提供方声明和保证其拥有医疗合规体系（“**医疗合规体系**”），能够：a) 对提供方代表进行管理；b) 与美国联邦判决指南中已生效的合规计划保持一致；c) 与所适用的合规计划指南保持一致（比如美国卫生部关于制药公司合规督察指南（[68 Fed. Reg. 23731](#)）（2003年5月5日版））；d) 在提供方是制药公司的前提下，其应当符合美国药品研究与制造商协会守则和指南，包括但不限于临床试验行为准则和医疗保健专业人员互动的法律规定，以及其不定时颁布的修订；以及 e) 包括为保护可鉴别的个人信息和保密信息的安全、机密和完整性所合理设置的系统和处理流程，以符合所有适用法律和契约义务；(B) 提供方还应遵循提供方自己的合规计划；(C) 提供方必须在本订单履行期间内始终坚持和遵循其自己的合规计划。“**审慎标准**”是指(i) 满足提供方在中国的专业人员的勤勉、审慎、及时、信任、可靠、安全、效率以及技能达到技能专业和伦理道德标准，该专业人员具有向与公司相当的跨国制药公司提供一流的，在规格、范围、成本及复杂性方面与本订单的货物或服务基本类似的货物或服务的经验；以及(ii)通过适当的作为或不作为执行该等职业标准。“**适用法律**”是指任何由中国的政府机构发布的适用于提供方和本订单的国家、联邦、州、省、共同体、市或地方政府的法律、成文法、规则、要求、法典、法规、许可、条例、授权或类似的政府要求和解释以及指导性文件。“**隐私法**”指任何享有司法管辖权的地区适用的数据隐私法和反腐败法，包括但不限于有关个人隐私和信息安全的，在对提供方或其代表或第三方服务提供者可适用的范围内，规定个人信息（定义见下文）处理的，国家和地方的法律、法规和规定。

15. WARRANTY. Provider warrants that all goods, services, equipment or materials, or any portion thereof, prepared or provided pursuant to this Order and the performance of Provider's obligations, whether performed by Provider or any subcontractor at any tier, will (a) be free from material defects, errors and deficiencies; (b) comply with the requirements of this Order; (c) comply with all Applicable Laws and Company Requirements; and (d) to the extent required hereunder, meet requirements of and be tested and certified by a nationally recognized testing laboratory prior to delivery and current Good Manufacturing Practices. "**Good Manufacturing Practices**" shall mean (i) the applicable regulatory requirements, as amended from time to time, for current good manufacturing practices, including without limitation those promulgated by (a) PRC congress, state council, China Food and Drug Administration and PRC National Health and Family Planning Commission under PRC Pharmaceutical Administration Law and its implementing regulations, the Pharmaceutical Production and Quality Practice or the Administrative Measures on Supervision of Pharmaceutical Production, (b) competent authorities of other jurisdiction as Company deems applicable and (c) any other applicable governmental authority; (ii) any applicable guidance documents published by a governmental authority; and (iii) current industry practice consistent and in accordance therewith. To the extent goods incorporate software, Provider warrants that such goods, and any parts thereof, shall be free from Viruses. For purposes of this article, "**Viruses**" shall mean (a) program code or programming instruction or set of instructions intentionally designed to disrupt, disable, harm, interfere with or otherwise adversely affect computer programs, data files or operations, or (b) other code typically designated to be a Trojan horse, worm, backdoor or other term customarily considered to be a virus. All warranties provided hereunder will inure to the benefit of Company and Company's successors and assigns. Without limiting the other provisions of this article, Provider shall assign to Company all warranties provided by subcontractors or other third parties who furnish goods and/or services in connection with Provider's performance hereunder. Provider shall perform its obligations in such manner so as to preserve any such third party warranties. Provider represents and warrants that neither Provider nor any of Provider's Representatives contributing to or in connection with performance hereunder is presently or has ever been: (i) disqualified or fails to maintain necessary licenses, permits or approvals to perform Provider's obligations and each Deliverable and provide any Goods or Services; or (ii) convicted of offense against Applicable Laws which may lead to such disqualification. Furthermore, Provider agrees not to employ or otherwise engage any individual or entity who has been debarred, disqualified, or excluded, as described above, and shall immediately notify Company upon Provider or Provider's Representative(s) becoming aware of any inquiry concerning, or the commencement of any proceeding or disqualification that is the subject of this section that involves Provider or Provider's Representative(s). Notice of or failure to provide such notice under this section shall constitute a breach hereunder for which Company may terminate this Order immediately for default notwithstanding any right of Provider to cure. Provider represents and warrants that neither Provider nor its Representatives are: (a) listed on the Office of Foreign Assets Control's ("OFAC") "Specially Designated National and Blocked Person List" ("SDN List") or otherwise subject to any sanction administered by OFAC ("**U.S. Economic Sanctions**") and/or (b) owned, controlled by or acting on behalf of, directly or indirectly, any person, entity, or government listed on the SDN List or otherwise subject to any U.S. Economic Sanctions. Provider and its Representatives have not and will not engage directly or indirectly in any transaction on behalf of Company or its Affiliates that could potentially violate applicable U.S. Economic Sanctions. Provider's breach of this representation and warranty shall constitute a material breach hereunder for which Company may, without prejudice to any other remedies available to Company hereunder or under Applicable Law, terminate this Order immediately for cause notwithstanding any right of Provider to cure.

保证。提供方保证，所有根据本订单准备和提供的货物、服务、设备和材料或其某一部分，以及提供方义务的履行，不论由提供方履行或由在任何层级的任何分包商履行，均(a) 不存在任何实质性的瑕疵、错误和缺陷；(b) 符合本订单的要求；(c) 符合所有适用法律和公司要求；以及(d) 在本订单要求的范围内，在交付前符合国内认可的测试实验室的要求并经其测试和验证，并符合现行的药品生产质量管理规范。“**现行药品生产质量管理规范**”指(i)适用于现有的药品生产的法规要求及其不时的修订内容，包括但不限于(a)全国人大、人大委员会、中国食品药品监督管理局和中国国家卫生和计划生育委员会根据《中华人民共和国药品管理法》及其实施条例、《药品生产质量管理规范》和《药品生产监督管理办法》制定施行的法律规范，(b)公司认为适用的其他管辖区域权力机构发布的法规要求，以及(c)其他政府当局发布的法律规范；ii) 政府部门发布的任何适用的指导性文件；以及(iii) 符合上述标准并与上述标准一致的行业标准。若货物包含软件，则提供方应保证该等货物及其任何部分均没有病毒。“**病毒**”指(i)特意设计的程序代码、程序指令、指令组合以干扰、破坏、损害、干涉或以其他方式对电脑程序、数

据档案或程序运行产生负面影响；或(ii)其他典型的木马程式、蠕虫、后门代码或其他传统意义上的病毒。所有根据本订单做出的保证将为公司及继受方和受让方的利益而有效。在不限制本条其他规定的情况下，提供方应当将所有提供货物和/或服务的分包商或其他第三方的与提供方本订单项下履行有关的保证向公司转让。提供方应当以保持任何该等第三方保证的方式履行其义务。提供方声明和保证，无论是提供方还是任何致力于履行本订单或同本订单的履行有关的提供方代表现在或曾经均未：(i)无资格或未能保有必要的履行提供方在本订单项下的义务及各交付物、货物或服务的许可、允许或批准；或(ii)被宣判为违反了适用法律从而可能导致被取消资格。并且，提供方同意不雇佣或以其他方式聘任任何如前所述已经被禁止、失去资格或除名的个人或实体，在提供方或提供方代表获悉出现任何涉及提供方或提供方代表的针对本条款所规定的任何程序或资格取消的调查或启动的情况时，提供方应当立即通知公司。通知或未能根据本节规定提供该等通知都将构成对于本订单的违约，尽管提供方有权修正该等违约，但公司仍可根据该等违约立即终止本订单。提供方声明和保证，无论提供方或其代表均未：(a)被列入美国国外资产控制办公室(“OFAC”)“特别指定国家名单和被禁实体名单”(“SDN 名单”)，或是以其他方式受制于 OFAC 的监管制裁(“美国经济制裁”)，且/或(b)直接或间接被在 SDN 名单上的或者以其他方式受制于美国经济制裁的个人、实体或政府所有、控制，或以其名义活动。提供方及其代表并未且将不会直接或间接地代表公司从事任何可能违反适用的美国经济制裁的交易。提供方对于本项陈述与保证的违反应构成一项对于本订单的重大违反，公司可据此，在不损害公司根据本订单或适用法律而可获得的其他救济的前提下，立即有理由的终止本订单，尽管提供方有权修正该等违反。

When Provider collects Personal Information and provides Personal Information to Company, the collection and provision of Provider complies with legal requirements, including but not limited to having obtained the corresponding consent of the individual. Upon the Company's request, Provider shall provide corresponding legal certification.

在提供方收集个人信息以及向公司提供个人信息时，提供方收集及提供的行为符合法律要求，包括但不限于已获得个人相应同意。经公司要求，提供方应当提供相应合法证明。Except as specifically set forth herein, any warranty corresponding to Provider's performance hereunder, or a portion thereof, including without limitation performance under its warranty obligations, shall continue for a period of the longer of (i) 18 months following completion of such performance and Company's written acceptance of such performance or (ii) for Provider's standard warranty period. Notwithstanding the foregoing, this term of warranties shall not limit the duration of any applicable thirdparty warranties. If Company notifies Provider of any breach of warranty during the warranty period, Provider will, at Provider's cost, remedy the breach of warranty, or repair or replace the goods that fail to comply with Provider's warranty. This article sets forth the sole and exclusive warranties for goods provided hereunder. EXCEPT FOR THOSE WARRANTIES OF THIRD PARTIES ASSIGNED TO COMPANY PURSUANT TO THE ORDER, ANY EXPRESS WARRANTIES SET FORTH IN THIS ORDER, AND ANY EXPRESS WARRANTIES GENERALLY GIVEN BY PROVIDER WITH RESPECT TO THE APPLICABLE GOODS OR SERVICES, THE WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, OR ARISING FROM COURSE OF DEALING AND USAGE OF TRADE. Notwithstanding the foregoing, the parties acknowledge and agree that this article shall not limit any other remedies available to Company under this Order (including without limitation remedies for personal injury, property damage, death, violation of Applicable Laws or infringement).

除本订单明确该规定，任何与提供方本订单项下履行或该等履行的部分(包括但不限于其保证义务项下的履行)对应的保证应当在下列较长的时间内持续有效：(i)在该等履行完成且公司书面接受该等履行之后的 18 个月或(ii)提供方标准的保证期。尽管有上述规定，该保证期限不应限制任何适用的第三方保证期限。如果公司通知提供方存在任何保证期内保证的违反，提供方应当自行承担费用弥补保证的违反，或修理或更换不符合提供方保证的货物。本条规定了根据本订单提供的货物的唯一和排他的保证。除了根据本订单转让给公司的第三方的保证，任何本订单规定的明示的保证，以及提供方就适用的货物或服务所给予的整体的明示的保证，本条规定的保证代替任何类型的任何其他保证，无论法定，书面，口头，明示或暗示的保证，或从交易过程和商业惯例中产生的保证。尽管有上述规定，双方当事人确认和同意，本条不应限制公司根据本订单可获得的其他任何救济(包括但不限于对人身伤害、财产损失、死亡和违反适用法律或侵权的救济)。

16. CONTRACTUAL RELATIONSHIP; EMPLOYMENT COMPLIANCE. Provider is engaged as an independent contractor and not as an agent, employee, partner or joint employer of Company. Provider is an independent contractor with the right and discretion to control the performance of its obligations under this Order without the direct supervision or control of Company. Provider shall be responsible for (i) all conduct, actions and omissions of Provider's Representatives; (ii) compliance by each of Provider's Representatives with the requirements of this Order, including without limitation compliance with Company Requirements, to at least the extent that Provider would be responsible if it were performing directly; and (iii) management and coordination of the performance of all such Representatives. Provider shall provide all that is necessary or required and provide that the staffing and working conditions are adequate to meet its obligations hereunder. Provider represents and warrants that it is an employer subject to, and shall comply with, all Applicable Laws and shall be responsible for withholding and payment of any and all payroll taxes, social insurance and housing funds contributions. Provider acknowledges and agrees that Company shall have no responsibility or liability for treating Provider's Representatives as employees of Company for any purpose. Neither Provider nor any of Provider's Representatives shall be eligible for coverage or to receive any benefit under any Company provided workers' compensation, employee plans or programs or employee compensation arrangement, including without limitation any and all medical and dental plans, bonus or incentive plans, retirement benefit plans, stock plans, disability benefit plans, life insurance and any and all other such plans or benefits. For any performance required under this Order, Provider agrees that this Order shall be performed in full compliance with all and any national and local Applicable Laws regarding labor and employment, including without limitation PRC Labor Law, PRC

Labor Contract Law, Special Provisions on Labor Protection of Female Workers, PRC Social Insurance Law and Regulations on Management of Housing Provident Fund.

合同关系；雇佣合规。提供方作为独立缔约方订立本订单，其非为公司的代理、雇员、合伙或共同雇主。提供方作为独立缔约方，有权利和自主权控制其本订单项下义务的履行而不需公司的直接监督或控制。提供方应对 (i) 所有提供方代表的行为、活动和疏漏负责；(ii) 提供方代表对于本订单，包括但不限于公司要求的直接履行进行负责；以及(iii)此类代表所有的管理和协作行为负责。提供方应当提供所有必要和所需的条件，并保证职工安置和工作条件足够满足其本订单项下义务。提供方声明并保证其为受适用法律约束的雇主，应当遵守所有适用法律，并且其将负责代扣并支付所有工资税、社会保险以及住房公积金。提供方确认并同意，公司不承担任何的责任或义务出于任何目的将提供方的代表当作其雇员。无论是提供方抑或是其代表均无资格享受或获得任何由公司提供的员工报酬、员工计划或方案、员工报酬安排，包括但不限于任何和所有的医疗和牙科计划、奖金或激励计划、退休福利计划、股票计划、伤残福利计划、人身保险和其他任何和所有此类计划或福利。对本订单所要求的任何履行，提供方同意完全按照所有国家和地方有关劳动和雇佣的适用法律履行本订单，包括但不限于《中华人民共和国劳动法》、《中华人民共和国合同法》、《女职工劳动保护特别规定》、《中华人民共和国社会保险法》以及《住房公积金管理条例》。

17. GRATUITIES. Provider, on behalf of itself and its Representatives, represents and warrants that they have not and will not offer or give to Company or any of its Representatives gifts, entertainment, payments, loans or other gratuities in order to or that may influence the award of an order or obtain favorable treatment under any order with Company or its Representatives.

馈赠。提供方，代其本身及其代表，声明并保证其从未并且将不会提供或给予公司或其任何代表礼物、娱乐、付款、借款或其他施惠以获取订单或者影响订单的订立，或者取得在和公司或其代表的订单项下的优惠待遇。

18. ANTI-BRIBERY AND CORRUPTION LAWS. Provider represents, warrants and covenants, as of the Effective Date to and through the expiration or termination of this Order, (1) that Provider, and, to the best of its knowledge, Provider's owners, directors, officers, employees, or any agent, representative, subcontractor or other third parties acting for or on Provider's behalf (collectively, "**Extended Representatives**"), shall not, directly or indirectly, offer, pay, promise to pay, or authorize such offer, promise or payment, of anything of value, to any individual or entity for the purposes of obtaining or retaining business or any improper advantage in connection with this Order, or that would otherwise violate any Applicable Laws, rules and regulations concerning or relating to public or commercial bribery or corruption ("**Anti-Corruption Laws**"), (2) that Provider's books, accounts, records and invoices related to this Order or related to any work conducted for or on behalf of Company or its Affiliates are and will be complete and accurate and (3) that Company may terminate this Order or one or more Orders (a) if Provider or Extended Representatives fails to comply with the Anti-Corruption Laws or with this provision, or (b) if Company has a good faith belief that Provider or Extended Representatives has violated, intends to violate, or has caused a violation of the Anti-Corruption Laws. If Company requires that Provider complete a compliance certification, Company may also terminate this Order if Provider (1) fails to complete a compliance certification, (2) fails to complete it truthfully and accurately, or (3) fails to comply with the terms of that certification.

反贿赂和腐败法律。提供方在此声明并立约承诺，自本订单生效日期起，至本订单期满或终止期间，(1) 提供方，及其可获知的提供方所有人、董事、管理人员、雇员、代理、代表、分包商或其它代表提供方的第三方（以下统称为“其他代表”），不得直接或间接向任何个人或实体提供、支付、承诺支付、授权供应、承诺或支付任何有价事物，以意图获取或保持与本订单相关的商业行为或任何不当利益，或者可能违反适用法律法规，及违背公众或商业贿赂相关的法律规定（“**反腐败法**”），(2) 提供方所出示的与本订单相关的，或与公司代理方进行的所有与业务相关的账册、账户、记录和发票等均应是完整和准确的，同时 (3) 公司一旦发现下列行为，可终止本订单：(a)若提供方或提供方代表未能遵守反腐败法或本条款约定，或者 (b)若公司有充分理由相信，研究方或研究方代表违反、试图违反，或已导致违反反腐败法的结果。如公司要求提供方完成一份合规认证，如果提供方(1)未能完成合规认证，或(2)未能如实或准确地完成，或 (3)未能遵守认证所涵盖的合规要求，公司有权终止本订单。

19. COMPANY REQUIREMENTS. Provider acknowledges and agrees that Company Requirements (defined below) are applicable to Provider. Provider represents and warrants that its actions and inactions, as the case may be, and those of its Representatives shall be in compliance with the Company Requirements. "Company Requirements" shall mean without limitation (i) any of Company's compliance, safety and security rules, programs and policies as applicable to Provider or Provider's performance hereunder made available to Provider; (ii) Company's Code of Conduct (available at http://wwwext.amgen.com/about/code_of_conduct.html); (iii) Company's Supplier Code of Conduct (available at http://wwwext.amgen.com/partners/suppliers_conduct_supplier.html); and (iv) and those policies, codes, rules, standards, procedures and other governance documents of Company made available to Provider that are applicable to persons or entities conducting business with or for Company that set forth standards of conduct, including when engaging in interactions with certain representatives of governmental authorities or other third parties, each as may be revised by Company from time to time.

公司要求。提供方确认并同意公司要求（定义见下文）适用于提供方。提供方声明并保证其作为和不作为，视具体情况而定，以及其代表的作为与不作为应符合公司要求。“**公司要求**”是指不限于(i) 提供给提供方并适用于提供方或提供方在本订单项下的履行的任何公司的合规、安全和安保规则、方案和政策；(ii) 公司行为准则（详见http://wwwext.amgen.com/about/code_of_conduct.html）；(iii) 公司供应商行为准则（详见http://wwwext.amgen.com/partners/suppliers_conduct_supplier.html）；和(iv) 提供给提供方并适用于与公司有业务往来或者

为公司经营业务的人员或实体的，包括当与特定政府部门人员或其他第三方进行联系时适用的，规定了行为标准的公司行为准则以及规定了行为标准的公司的政策、准则、标准、程序以及其他治理文件，以及上述各项不时的修订。

20. GENERAL INDEMNIFICATION. Provider shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Company and any parent, subsidiary or sibling entity of Company and their directors, officers, employees, agents, successors and assigns (“**Indemnified Parties**”) from and against any and all third-party suits, actions, legal or administrative proceedings, claims, liens, demands, damages, liabilities, losses, costs, fees, penalties, fines and expenses (including without limitation attorneys’ fees and expenses, and costs of investigation, litigation, settlement, and judgment) (“**Claims**”) arising out of the acts or omissions of Provider and Provider’s Representatives or anyone for whose acts they may be responsible including without limitation Claims arising out of or regarding (i) the actual or alleged breach of Provider’s representations, warranties or covenants contained herein; (ii) taxes including without limitation sales and use, import and export, value added, and business operating; (iii) employment-related issues including without limitation income tax withholding, employment taxes, employee benefits, social insurance, housing fund, employer contributions, actual or alleged violation of employment-related Applicable Laws and the regulations and guidance issued thereunder including without limitation those regarding discrimination, harassment, retaliation, termination, and payment of overtime or wages; (iv) subcontractors’, mechanics’, suppliers’ or other third party liens or claims for nonpayment to the extent Company has met its payment obligations to Provider hereunder; (v) Provider’s use of non-union labor in a manner that is inconsistent with Company’s labor posture at the jobsite where services will be performed; and (vi) to the extent arising from Provider’s or its Representatives’ negligence or willful misconduct, injury to or death of persons (including without limitation Provider’s or its Representatives’ employees) and damage to or destruction of property.

一般补偿。提供方应当在法律允许的最大限度内，补偿、保护并使公司、公司的任何母实体、附属实体或兄弟实体、它们的董事、高级职员、雇员、代理、继受方和受让方（“**获偿方**”）免受提供方和提供方代表或提供方和提供方代表为其负责行为的人的行为或过失而引起的任何第三方官司、诉讼、法律或行政程序、诉请、留置权、请求、损害赔偿、责任、损失、花费、费用、处罚、罚款和花销（包括但不限于律师费和支出和调查、诉讼、和解和判决的费用）（“**索赔请求**”）的损害，包括但不限于由下列问题引起的或与下列问题有关的索赔请求：**(i)** 提供方本订单项下的声明、保证或承诺的实际或涉嫌违反；**(ii)** 包括但不限于销售和使用的、进出口、增值和商业经营方面的税务；**(iii)** 雇佣相关问题，包括但不限于所得税扣缴、雇佣关系的税务、雇员福利、社会保险、住房公积金、雇主缴纳部分、实际或被指称违反与雇佣相关的适用法律和根据适用法律发布的法规和指引，包括但不限于有关歧视、骚扰、报复、终止合同和支付加班费或工资的规定；**(iv)** 公司已经满足本订单项下向提供方的支付义务的范围，分包商，机械师、供应商或其他第三方的基于未支付的留置权或主张；**(v)** 提供方以不符合公司的劳动立场的方式，在提供服务的场地使用非工会劳工；**(vi)** 在提供方或起代表疏忽或故意不法行为的范围内的人身伤亡（包括但不限于提供方的雇员和提供方代表的雇员）和财产的损坏或毁损。

21. PROPRIETARY RIGHTS. Provider shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Indemnified Parties from and against any and all Claims based upon an alleged or actual violation or infringement of any patent, copyright, trademark, trade secret or other proprietary right relating to the use, including without limitation sale, transfer or other disposition, of any deliverables (“**Infringement Claim**”). If any deliverables are the subject of an Infringement Claim, such use of any such deliverables is enjoined in connection with an Infringement Claim, or in Company’s or Provider’s opinion any deliverables are likely to become the subject of an Infringement Claim, then Provider, at its sole expense, must (i) procure for Company the right to continue such use of such deliverables at no additional cost to Company; (ii) modify such deliverables to render them non-infringing, but functionally equivalent subject to Company’s acceptance of such modified deliverables in Company’s sole discretion; (iii) substitute such deliverables with replacements that are non-infringing, but functionally equivalent subject to Company’s acceptance of such substitute deliverable in its sole discretion; or (iv) if Provider, using commercially reasonable efforts, is unable to accomplish item (i), (ii) or (iii) above, refund to Company amounts actually paid by Company for such deliverables. Provider’s indemnification obligations pursuant to this article shall not apply to Infringement Claims that are based upon (a) Company’s use of the deliverables in combination with any products not developed, approved or intended by Provider if such infringement is solely caused by such combined use, (b) Company’s failure to use non-infringing, updated versions of the deliverables provided by Provider without additional charge, provided that Provider has notified Company in writing that such failure would result in infringement and such updated versions do not require Company to incur additional, material expenses, (c) designs or specifications provided by Company, or (d) the unauthorized, material modification of the deliverables by Company.

专有权利。提供方应当，在法律允许的最大范围内，补偿、保护并使获偿方免受任何和所有基于指控的或实际的，与使用（包括但不限于销售、转让或其他方式处分）任何交付物有关的，对任何专利、版权、商标、商业秘密或其他专有权利的侵犯或侵权（“**侵权主张**”）。如果任何交付物受制于侵权主张，该等交付物的该等使用因侵权主张而被禁止，或公司或提供方认为任何交付物可能成为侵权主张的对象，则提供方必须自行承担费用，**(i)** 在不使公司产生额外花费的情况下为公司取得继续使用该等交付物的权利；**(ii)** 对该等交付物进行修改，使其不侵权，且功能等同于修改前交付物，该等对交付物的修改应满足公司单方面对修复交付物验收的要求；**(iii)** 用非侵权但功能上等同的替代品替换该等交付物，并且满足公司单方面对修复交付物验收的要求；或者**(iv)** 如果提供方，使用商业合理努力仍不能实现上述第**(i)**、**(ii)**、**(iii)**项，则应向公司退还公司为该等交付物实际支付的金额。提供方本条项下的补偿义务不适用于基于以下情况的侵权主张：**(a)** 公司将交付物与非由提供方开发、批准或欲意的任何产品一同使用，如果该等侵权单纯由该等共同使用所引起，**(b)** 公司未能使用提供方提供的没有额外收费的交付物的非侵权的升级版本，前提是提供方已书面通知公司该等不使用会造成侵权且该等升级版本不需要公司花费额外的实质费用，**(c)** 由公司提供的设计或技术规范；或**(d)** 公司对交付物进行未经授权的实质性修改。

22. LIENS. To the extent permitted by Applicable Laws, Provider hereby waives and releases any and all lien rights and similar rights for payment for services, labor, equipment or materials furnished by Provider in performance of its obligations hereunder and granted by law to persons supplying materials, equipment, services and other items of value to improve or modify land or the structures thereon, which Provider may have against Company's or Company's landlord's premises, property or funds payable to Company. If a lien affecting any of Company's rights is filed by any third-party provider of goods or services in support of this Order, Provider must remove the lien within 10 calendar days of notice of lien or of written demand from Company, whichever is earlier. If Provider fails to remove the lien, Company may take steps necessary to remove the lien. Provider shall immediately reimburse Company for the reasonable costs of removal of any such lien, including, without limitation, all attorneys' fees and costs, upon receipt of written demand from Company. Notwithstanding the foregoing, if one of Provider's subcontractors has recorded a lien against the project for which work or services are performed for the benefit of Company, for which (i) neither Company nor Provider disputes the quality of such goods or services or the compensation claimed for such, (ii) Company has received correct invoice(s) from Provider for the compensation claimed in the lien by such subcontractor, and (iii) Company has failed to pay in full such undisputed correct invoice(s), then Provider shall not be required to cause such lien to be bonded or otherwise removed from record title to such project.

留置权。在适用法律允许的范围内，提供方在此放弃和免去提供方可能针对公司或公司租赁物业，财产或公司的应收账款的任何和所有留置权和类似权利，该等留置权和类似权利是为了保证提供方在履行其本订单项下义务的过程提供服务、劳务、设备或材料的报酬获得支付，并且是由法律授予给为修缮土地或土地附着结构而提供服务、劳务、设备或材料的人。如果影响任何公司权利的留置权是由任何供应本订单的货物或服务的第三方提供方引起的，提供方必须在得知该留置权或公司发出的书面要求之间较早之日的 10 个公历日内移除该留置权。如果提供方未能移除留置权，公司可采取必要行动移除留置权。提供方应当在收到公司发出的书面要求后，立即补偿公司移除任何该等留置权的合理花费，包括但不限于，任何律师费和开销。尽管有上述规定，如果提供方有一个分包商登记了针对为了公司的利益而进行的工作或服务的项目的留置权，且针对该项目，(i) 公司和提供方均对该等货物或服务或该等货物或服务的赔偿主张没有争议，(ii) 公司从提供方处收到了就该等分包商留置权中主张的赔偿金额的正确发票，且(iii) 公司未能全额支付该等没有争议的发票数额，则提供方不应被要求对该留置权进行担保或以其他方式将该等留置权从项目的登记所有权中移除。

23. INSURANCE. Provider shall maintain adequate levels and types of insurance coverage appropriate to its business and profession to cover its indemnity obligations hereunder, as required by Applicable Laws, and consistent with the Standard of Care with such coverage levels and types to include at a minimum and without limitation insurance required by Applicable Laws with respect to Provider's status as an employer, workers' compensation, comprehensive general liability, employer's liability, and automobile liability. Provider's insurance coverage must be primary coverage. All insurance coverage must be in full force and effect at all times during performance of Provider's obligations hereunder. At Company's request, Provider must submit to Company a certificate of insurance evidencing the above coverages.

保险。提供方应当依据适用法律的要求，保持与其经营和专业性相适应的足够的保险级别和种类，并且符合该等保险级别和种类的注意义务，包含针对提供方雇主地位，雇员赔偿，综合一般责任，雇主责任和机动车责任的保险，该等保险符合适用法律要求的最低限额但无限制，以涵盖其在本订单项下的补偿责任。提供方的保险范围必须是优先承保。所有保险范围必须在提供方依据本订单的履行期内任何时候均充分可执行并有效。根据公司请求，提供方必须向公司提交保险证明，以证实上述保险。

24. FORCE MAJEURE. A party shall not be liable for any delay in the performance of its obligations under this Order if and to the extent such delay is caused, directly or indirectly, by acts of God, war, riots, terrorism, embargos, acts of public enemy, acts of military authority, earthquake, fire or flood ("**Force Majeure Event**"); provided that a party may not claim relief for a Force Majeure Event under this article unless each of the following conditions has been satisfied: (i) the party claiming delay by Force Majeure Event (the "**Delayed Party**") is without fault in causing such delay; (ii) such delay could not have been prevented by reasonable precautions taken by the Delayed Party, including, without limitation, the use of alternate sources, or workaround plans; (iii) the Delayed Party uses commercially reasonable efforts to recommence performance of such obligations whenever and to whatever extent possible following the Force Majeure Event; and (iv) the Delayed Party immediately notifies the other party by the most expedient method possible (to be confirmed in writing) and describes at a reasonable level of detail the circumstances causing the delay. All obligations of both Parties shall return to being in full force and effect upon the earlier to occur of (i) the passing of the Force Majeure Event or (ii) the failure of the Delayed Party to satisfy the conditions and/or perform its covenants under this article.

不可抗力。一方不需为本订单项下义务的任何延迟履行承担责任，如果且仅限于该等延迟是直接或间接由于自然灾害，战争，暴乱，恐怖活动，入港禁令，公敌的行为，政府的军事行动，地震，火灾或洪水（“**不可抗力事件**”）而导致，前提是除非满足如下条件，一方不得依据本条主张不可抗力事件的救济：(i) 主张因不可抗力事件而延迟的一方（“**延迟方**”）对延迟的产生没有过错；(ii) 该等延迟通过延迟方采取合理的预防措施，包括但不限于使用替代资源或规避计划，仍无法避免；(iii) 在不可抗力事件发生后的任何时间和任何可能的程度范围内，延迟方尽了商业上合理努力以重新履行该等义务；并且 (iv) 延迟方以最快速的可能方式（以书面方式确定）立即通知另一方并以合理的细节程度描述造成延迟的情况。当 (i) 不可抗力事件已经过，或者 (ii) 延迟方已无法满足本条项下的条件和/或履行本条项下的保证时，两者以较早发生的为准，双方当事人的所有义务均应回归可充分执行并有效的状态。

25. INSPECTIONS/GOVERNMENT CONTACT; GOVERNMENT APPLICATIONS. To the extent that Provider is aware of inspections on the jobsite or meetings with or inspections by governmental authorities regarding Provider's obligations hereunder, to the extent practicable, Provider shall provide Company advance and timely notice of such. Provider shall provide

Company with an opportunity to comment on drafts of documents Provider is required to submit to governmental authorities pursuant to its obligations hereunder. Provider shall submit to Company copies of documents to be submitted to governmental authorities or insurance companies relating to Provider's obligations hereunder including without limitation reports of accidents or injuries occurring on the jobsite. Notwithstanding anything to the contrary in this Order, Provider acknowledges and agrees that Company may from time to time apply for approvals, license, permits or filings from or accept inspection or investigation by PRC governmental authorities (including without limitation China National Drug Administration ("CNDA"), National Development and Reform Commission and their local branches), and Provider will provide any assistance in disclosing and providing necessary information, data, documents and materials within reasonable time and by means as required by Company.

检查/政府接洽；政府申请。在提供方知晓在工作场所中的检查，或与提供方本订单项下义务的履行有关的同政府部门的会晤或政府部门的检查，提供方将提前及时向公司提供该项事宜的通知。提供方应提前向公司提供一个合理机会以递交其对于提供方根据其在在本订单项下的义务被要求呈交给政府机构的文件草案的评论。提供方应当递交给公司其将呈交给政府机构或保险公司的同提供方在本订单项下义务有关的文件的复印件，包括但不限于发生在工作场所的事故或受伤的报告。尽管本订单的任何相反规定，提供方确认并同意公司可不时地向中国政府机构申请批准、许可、允许或备案或者不时接受中国政府机构（包括但不限于国家药品监督管理局（“CNDA”）、国家发展和改革委员会以及它们的地方分支机构）的检查或调查，同时提供方将按照公司要求的方式在合理期限内协助披露以及提供必要信息、数据、文件和材料。

26. PUBLICITY. Except for the purposes of performance hereunder, without Company's prior written consent, which may be withheld at Company's sole discretion, Provider and its Representatives shall not use (including without limitation use in any publicity, advertising, media release, public announcement or other public disclosure) (i) any name, acronym, symbol or other designation by which Company or its Affiliates or any of their respective human therapeutics, products or other materials is known or (ii) the names of any agent or employee of Company or its Affiliates (each a "Prohibited Use"). Provider shall immediately notify Company in each event of a Prohibited Use and, at Provider's sole cost and expense, without limiting Company's rights and remedies hereunder, Provider shall, and shall cause its Representatives, to immediately cease and desist each such Prohibited Use and take such other actions as requested by Company.

公开。除非为了履行本订单，未经公司事先的书面同意（该等同意可依公司自行决定予以保留），提供方及其代表不得使用（包括但不限于在任何宣传、广告、媒体发布、公开声明或其他公开披露中使用）(i)公司或其关联方或其各自的人体诊疗、产品或其他材料据以为人所获知的任何名号、缩写、标志或其他名称；(ii)公司或其关联方的任何代理或雇员的名字（每一项为“被禁止的使用”）。每次出现被禁止的使用的情况时，提供方均应立即通知公司，并且在不限公司在在本订单项下的权利和救济的前提下，提供方在自行承担费用的情况下，应当，并且应当促成其代表立即停止并终止该被禁止的使用并采取公司所要求的其他类似措施。

27. ASSIGNMENT, WAIVER, REMEDIES CUMULATIVE. Provider may not assign or subcontract under this Order, in whole or in part, without Company's prior written consent. No action or inaction by either party hereto shall be construed as a waiver of its rights under this Order or as provided by law. None of the terms of this Order may be waived except by an express agreement in writing signed by the waiving party. The failure or delay of either party in enforcing any of its rights under this Order shall not be deemed a continuing waiver of such right. The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative, in addition to, and not in lieu of any other remedies available at law.

转让、放弃、累积救济。未经公司事先书面同意，提供方不得整体或部分转让或分包本订单。本订单任一方的作为或不作为均不得被解释为该方对其在本订单项下的或法律规定的权利的放弃。除非有放弃方书面签字的明示协议，本订单的条款均不得被放弃。任一方未有或延迟行使其本订单项下任何权利均不应当被解释为对该等权利的持续放弃。对一项本订单项下违约的放弃不应被解释为对其他或后续违约的放弃。本订单项下任何救济手段和选择不具有排他性，且除此之外在任何可能时候，救济是可累积的，在任何其他法律赋予的救济手段之外且不替代任何该等救济手段。

28. SEVERABILITY. In the event any provision of this Order conflicts with the law under which this Order is to be construed or if any such provision is held illegal, invalid or unenforceable, in whole or in part, by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with Applicable Law. The legality, validity and enforceability of the remaining provisions shall not be affected thereby and shall remain in full force and effect.

可分割性。如果本订单的任何条款同解释本订单的法律存在冲突，或该条款全部或部分被主管当局宣布违法、无效或不可执行，该条款应当视为根据适用法律被得以重述以尽可能反映双方的原本意图。其余条款的合法性、有效性和可执行性应不受该等条款的影响，其仍将保持完整的效力。

29. SURVIVAL. Provider's obligations under any provisions set forth in this Order related to ownership of deliverables, confidentiality, publicity, governing law and indemnification or which contemplate performance or observance subsequent to termination or expiration of this Order shall survive such expiration or termination.

存续。任何条款所规定的提供方有关交付物的所有权、侵权、保密、公开、准据法和补偿的陈述、保证和义务，或者对订单终止或期满后履行的或遵守行为的陈述、保证和义务，在本订单终止或期满后仍存续有效。

30. GOVERNING LAW; DISPUTE RESOLUTION. If legal action is commenced, Provider will continue to diligently perform its obligations under this Order pending final resolution of the dispute. Unless otherwise specified in this Order, this Order is governed and shall be construed and enforced in accordance with laws of China, with the exception of conflict of laws rules.

The Parties agree to negotiate in good faith to resolve any dispute between them regarding this Order. If the negotiations cannot resolve the dispute to the reasonable satisfaction of the Parties within thirty (30) calendar days after the commencement of the negotiation, such dispute shall be referred to and finally settled by arbitration at Shanghai International Economic and Trade Arbitration Commission (“**SHIAC**”) in accordance with its then applicable arbitration rules. The arbitration shall take place in Shanghai and the language thereof shall be English and Chinese. Any award of such arbitration shall be final and binding to the Parties, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award. The costs of arbitration shall be borne by the losing Party, unless otherwise determined by the arbitration award. During the period when a dispute is being arbitrated by the arbitration tribunal, except for the disputed matters in dispute and under arbitration, the Parties shall continue to perform this Order.

准据法; 争议解决。如果产生法律诉讼, 提供方将会继续勤勉地履行争议最终解决之前未决的其本订单项下义务。除本订单另有规定, 本订单受中国法律管辖, 并根据中国法律解释和执行, 但不涉及其中冲突法规则。双方同意通过善意协商以解决任何双方之间就本订单所产生的争议。如果争议未能在协商开始后的三十(30)个日历日内令双方合理满意地予以解决, 该等争议应被提请至上海国际经济贸易仲裁委员会 (“**SHIAC**”) 并由其根据其届时适用的仲裁规则予以最终解决。仲裁地应为上海, 且仲裁语言应为中文。该等仲裁的任何裁决应为终局并对争议方具有约束力, 且胜诉方可向有管辖权的法庭申请执行该等仲裁裁决。除仲裁裁决另有规定, 仲裁的费用应当由败诉方承担。在仲裁庭对争议进行仲裁的期间, 除具有争议且正在进行仲裁的争议事项, 双方当事人应当继续履行本订单。

31. DATA SECURITY ; SECURITY. If Provider or any of Provider’s Representatives performs any operation or set of operations, whether or not by automatic means, such as views, accesses, collects, records, organizes, stores, adapts or alters, retrieves, consults, possesses, uses, discloses by transmission, dissemination or otherwise makes available, aligns or combines, blocks, erases, destroys or otherwise processes (collectively, “**Process**”) data or information (including without limitation any Personal Information provided to Provider or Provider’s Representatives by or on behalf of Company or its Affiliates or otherwise obtained in connection with this Order) (“**Company Data**”), Provider shall not Process Company Data for purposes other than to the extent necessary or required to perform the Services. Provider shall only Process Company Data in accordance with Company’s instructions and shall not attempt to use new data derived from any means of Processing Company Data. Provider shall comply with the requirements of all applicable Privacy Laws.

数据安全; 安全措施。如果提供方或者任何提供方的代表获准对数据或信息 (由公司或公司关联方提供给提供方或提供方代表、或以公司或公司关联方名义提供给提供方或提供方代表、或是通过其他方式获得的与本订单相关的数据或信息) (“**公司数据**”) 采取任何行为或一系列操作, 无论是否是通过机械自动而为, 比如浏览、进入、收集、记录、组织、存储、改编或改变、恢复、咨询、占有、使用, 对外传输、散播或其他方式获得的、排列或组合、妨碍、消除、破坏或其他方式的处理 (统称 “**处理**”), 提供方或提供方的代表均不得出于合理且必须履行本订单之外的目的进行处理公司数据。提供方只能按照公司指示处理公司数据, 不得试图以任何形式对公司数据进行进一步加工处理形成的新数据加以利用。提供方应遵守所有适用的隐私法律的要求。

Beginning on the Effective Date, and continuing as long as Provider Processes Personal Information, Provider shall, and shall cause such Representatives to, use, maintain, comply with and enforce reasonable and current technological, physical, and administrative controls including without limitation policies, procedures, organizational structures, hardware and software functions, as well as physical security measures (collectively, “**Security**”) to ensure that Company Data is protected from unauthorized use, alteration, transmittal, access, processing or disclosure, and to protect and ensure the confidentiality, integrity and availability of Personal Information. Security shall be consistent with all Applicable Laws and relevant industry standards. Company may upon reasonable notice conduct an audit of Provider’s Security, and Provider shall cooperate with Company in the conduct of any such audits.

从本订单生效之日起直至提供方处理完毕公司数据, 提供方应当, 且应当促使其代表使用、保持、遵守并执行合理的通用的技术、人身、行政管理措施, 包括但不限于政策、程序、标准、监控、组织架构、硬件功能和物理安全措施 (总称 “**安全措施**”), 以确保公司数据不被未经授权地使用、更改、传播、接触、处理或披露, 同时保护并确保个人信息的机密性、完整性和可用性。安全措施应当符合所有适用法律和相关行业标准。公司可在合理通知后对提供方的安全措施进行审计, 提供方应当配合公司进行审计。

Provider shall conduct a complete assessment of Security at least annually and, upon written request, provide to Company a written report on the results of this assessment, including without limitation any discrepancies or noncompliance.

提供方应当至少每年对安全措施进行一次全面评估。经公司书面要求, 提供方应向公司提供一份该评估结果的书面报告, 包括但不限于任何不符或违规。

Company shall have the right to revoke or limit Provider’s access to Company Data or Company’s systems at any time, including without limitation in the event Provider or any of its Representatives is deemed by Company, in its sole discretion, to have failed to comply with the requirements of this section. In addition to its other obligations hereunder, Provider shall return to Company immediately upon any such revocation any Company Data, in the form and in the manner requested by Company.

公司有权随时撤销或限制提供方进入公司数据或公司系统的准入权限, 包括但不限于在公司自行认为提供方或者任何提供方代表未能遵守本条款要求的情形。除了其在本订单项下的其他义务之外, 提供方应在该等撤销时立即以公司要求的形式和方式向公司返还任何公司数据。

Provider shall cooperate with Company in responding to any requests by individuals whom exercise rights under applicable Privacy Laws, including without limitation, requests for access or correction to, or blocking, destruction or data portability of, Personal Information in Provider's or its Representatives' custody.

提供方应配合公司，回应任何在隐私法律下行使权利的个人的请求，包括但不限于，要求访问或更正，或限制处理，销毁或数据可携带权，在提供方或其代表管理下的个人信息。

32. PRIVACY AND DATA PROTECTION

隐私及数据保护

This Privacy and Data Protection Term (“**Term**”) supplements (and is not intended, and shall not be interpreted, to limit the terms of the Order) and is governed by the terms and conditions of the Order to which it is attached. Any defined terms not otherwise defined herein shall have the meanings set forth in the Order. The Term applies only when there is Personal Information involved in the performance/transactions under the Order.

本隐私与数据保护条款（“**条款**”）补充条款所在的订单并受其条款条件所约束（且不限制及不被解读为限制订单的条款）。任何未在本条款定义的名词的含义参见本订单的规定。本条款仅适用于本订单的履行/订单项下的交易涉及个人信息的情况。

32.1 DEFINITIONS

定义

“**Personal Information**” means any information that is recorded by electronic or other means and related to any identified or identifiable natural person, excluding anonymized data. Such information is provided to Provider by or on behalf of Company or its Affiliates or is obtained by Provider or its Representatives in connection with Provider's or its Representatives' performance of its or their obligations hereunder.

“**个人信息**”指的是任何以电子或者其他方式记录的与已识别或者可识别的自然人有关的各种信息，不包括匿名化处理后的信息。该信息由公司或其关联公司提供给提供方，或代表公司或其关联公司提供给提供方，或提供方或其代表因履行订单项下的义务而获得。

“**Privacy Incidents**” means any actual or reasonably suspected: (1) unauthorized access to or theft of Personal Information; (2) unauthorized use of Personal Information by a person with authorized access to such Personal Information for purposes of actual or reasonably suspected theft, fraud or identity theft; (3) unauthorized disclosure or alteration of Personal Information; (4) accidental or unlawful destruction of Personal Information; or (5) loss of Personal Information, including without limitation, any of the foregoing described in (1) – (4) caused by or resulting from a failure, lack of or inadequacy of Security or the malfeasance of Provider or one or more of its Representatives.

“**隐私事件**”指的是实际发生或合理推断可能发生的以下情况：(1) 对个人信息未经授权的使用或盗窃；(2) 获准使用此类个人信息的人员，出于实际的或出于合理怀疑的盗窃或欺骗或者被证实的盗窃之原因，在授权范围外使用个人信息的；(3) 对个人信息未经授权的披露或修改；(4) 意外或非法破坏个人信息；或(5) 个人信息丢失，包括但不限于因前述第(1)-(4)款中提及的事项或由于缺乏足够的安全措施，或提供方或其代表的渎职而导致。

“**Privacy Laws**” means, as in effect from time to time, with respect to the Processing of Personal Information, the applicable data privacy laws and regulations of China and other applicable jurisdictions, including without limitation the PRC Cyber Security Law, Personal Information Protection Law, Data Security Law, and European Union General Data Protection Regulation together with any national implementing laws thereof, as amended, repealed, consolidated or replaced from time to time and all data breach notification and information security laws and regulations specific thereto.

“**隐私法律**”指的是关于处理个人信息的不时生效的在中国和其他适用的管辖区域内的数据隐私法律法规、规范性文件，包括但不限于《中华人民共和国网络安全法》、《中华人民共和国个人信息保护法》、《中华人民共和国数据安全法》、欧盟《一般数据保护法案》和任何实施该法案的国内法，以及对前述法律法规进行不时修订、废止、整合或取代的法律法规以及所有数据泄露通知制度和信息安全法律法规。

“**Process**” or “**Processing**” (or any variation thereof) means any operation or set of operations that is performed on Personal Information or sets of Personal Information, whether or not by automatic means, including, without limitation, viewing, accessing, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure, retention, dissemination or otherwise making available, alignment or combination, blocking, and erasure or destruction.

“**处理**”（或其**变化**）指的是任何对个人信息进行的使用，无论是否通过自动的方式，包括但不限于查看、接触、收集、记录、组织、存储、改写或更改、检索、咨询、使用、披露、保存、传播或使可用、可保持一致或合并、阻碍和消除或毁坏。

“**Security**” means technological, physical and administrative controls, including but not limited to policies, procedures, organizational structures, hardware and software functions, as well as physical security measures, the purpose of which is, in whole or part, to ensure the confidentiality, integrity or availability of Personal Information.

“**安全措施**”指的是目的是为了确个人信息的机密性、完整性和可用性的技术、物理及行政管理措施，包括但不限于政策、程序、组织架构、硬件和软件功能和物理安全措施。

32.2 PROCESSING OF PERSONAL INFORMATION

个人信息处理

32.2.1 Provider covenants and agrees to comply with the terms and conditions of this term if Provider Processes Personal Information.

提供方承诺并同意在其处理个人信息时遵守本条款中条款和条件的约定。

32.2.2 Without limiting Provider's obligations set forth elsewhere in this Term and in the Order(including without limitation obligations of confidentiality), Provider shall: (i) act in accordance with Company's written instructions in the Processing of Personal Information and comply with the requirements of all applicable Privacy Laws; (ii) only Process Personal Information for purposes of performing its obligations under the Order and as further set forth herein; (iii) provide access to Personal Information to its Representatives only to the extent reasonably necessary for performing its obligations under the Order; provided, that prior to providing Provider's Representatives with such access, Provider (a) has clearly and completely conveyed the requirements of this Term to its Representatives and ensured such requirements are understood and followed and (b) has entered into binding Orders with Provider's Representatives that include confidentiality and privacy obligations that are substantively similar to, and no less than, those imposed on Provider under the Order and this Term; and (iv) not entrust any other third parties to Process such Personal Information ,or share, disclose, or transfer Personal Information to any third parties, unless such entrustment or sharing, disclosure or transfer is absolutely necessary for performing its obligations under the Order and carried out with the Company's prior written approval. Without limiting the foregoing and notwithstanding anything to the contrary set forth in the Order with respect to Provider's use of Subcontractors, Provider shall not subcontract any of its Processing activities under the Order without the prior written consent of Company.

在不限制本条款及订单其他条款关于提供方义务约定的情况下（包括但不限于保密义务），提供方应：（i）按照公司对处理个人信息的书面指示行事，并遵守所有适用的隐私法律的要求；（ii）仅为履行订单及订单中进一步规定的义务而处理个人信息；（iii）仅在履行其根据该订单所承担的义务所必需的范围内向其代表提供个人信息的访问权，并且，在向提供方代表提供此类访问权限之前，提供方（a）已明确且完整地向其代表传达了本条款的要求，并确保其代表了解并遵守此类要求，以及（b）已与提供方代表签订了具有约束力的其他协议，包含了保密和隐私相关义务，这些义务与订单及本条款中提供方需要遵守的义务实质上相似，且应不低于提供方在本订单项下需要遵守的义务；及（iv）不得将个人信息委托任何第三方处理，或者向任何第三方共享、披露或者传输个人信息，除非该等委托或者共享、披露、传输为其履行其根据该订单所承担的义务所必需的范围且经公司事先书面同意。在不限制前述规定的情况下，即使订单中有任何关于提供方使用分包商的相反规定，未经公司事先书面同意，提供方不得将订单下的任何处理个人信息的活动分包。

32.2.3 To the extent applicable, the Counterparty shall Process Personal Information of data subjects in jurisdictions that have been deemed by the relevant data protection authority to provide an adequate level of data protection for the applicable data subject's Personal Information. If the Processing of Personal Information involves Processing, including a transfer to, or access from, a jurisdiction that has not been deemed to provide such adequate protection, the Counterparty shall comply with the terms of the applicable international data transfer agreement for that jurisdiction, as published and maintained by Company at www.amgen.com/dp/schedule (each, an "International Data Transfer Agreement"), such International Data Transfer Agreements shall be incorporated herein by reference, throughout the period that Counterparty Processes Personal Information under the purchase order. Such agreements include, without limitation, the Standard Contractual Clauses adopted by the European Commission for the European Economic Area, the UK International Data Transfer Agreement/Addendum, the Swiss Standard Contractual Clauses, and any equivalent contractual instruments, model clauses, or cross-border transfer requirements mandated by the relevant data protection authority in other jurisdictions. The Company may update the referenced page from time to time to reflect changes in applicable Privacy Laws, and the Counterparty shall adhere to the most current version in effect at the time of Processing.

在适用的情况下，提供方应当仅在经相关数据保护主管机构认定为对适用数据主体的个人信息提供充分数据保护水平的司法辖区内处理个人信息。如个人信息的处理涉及在未被认定为提供充分保护水平的司法辖区内进行处理，包括但不限于向该等司法辖区转移个人信息，或从该等司法辖区进行访问，提供方应当遵守公司在 www.amgen.com/dp/schedule 发布并持续维护的、适用于该司法辖区的相关国际数据传输协议的条款（每一份均称为“国际数据传输协议”）。该等国际数据传输协议在提供方根据本协议处理个人信息的整个期间内，通过引用方式并入本采购订单并构成本采购订单的一部分。前述国际数据传输协议包括但不限于：欧盟委员会为欧洲经济区通过的标准合同条款（Standard Contractual Clauses），英国国际数据传输协议 / 附录（UK International Data Transfer Agreement/Addendum），瑞士标准合同条款，以及其他司法辖区中由相关数据保护主管机构要求采用的任何等效合同性文件、示范条款或跨境数据传输要求。公司可不时更新前述网页内容，以反映适用隐私法律的变化；提供方应当遵守其在进行个人信息处理时当时有效的最新版本。

- In addition the Counterparty shall conduct transfer impact assessments for any data transfers to jurisdictions without an adequacy decision and, where necessary, implement supplementary technical and organizational measures to ensure an essentially equivalent level of protection.

此外，提供方还应当针对向未作出充分性认定的司法辖区进行的任何数据传输开展传输影响评估（Transfer Impact Assessment），并在必要时采取补充性的技术和组织措施，以确保所提供的个人信息保护水平在实质上等同于充分保护水平。

- Personal Information subject to local data localization laws shall not be transferred outside the applicable jurisdiction unless permitted by such laws and subject to fulfillment of all associated regulatory requirements, including registration, government approvals, and audit cooperation.

受适用的本地数据本地化法律约束的个人信息，除非该等法律明确允许，否则不得传输至适用司法辖区之外；且在法律允许的情况下，前述传输应以履行所有相关监管要求为前提，包括但不限于备案、政府审批以及配合监管或审计要求。

- From time to time, Counterparty may propose any alternative data transfer solutions promulgated and permitted by and under applicable Privacy Laws for the Processing of Personal Information outside of a jurisdiction whose Privacy Laws require the implementation of appropriate cross border transfer mechanisms, including without limitation the EEA, the United Kingdom, Switzerland, Saudi Arabia, and Turkey, as applicable ("International Transfer Solution(s)"). To the extent not otherwise prohibited by applicable Privacy Laws, the applicable International Data Transfer Agreement shall terminate and the International Transfer Solution(s) shall become effective upon Amgen's written approval of the International Transfer Solution(s) to Counterparty. The International Transfer Solution(s) shall apply solely with respect to the applicable Personal Information Processed by or on behalf of Counterparty that are the subject of such International Transfer Solution(s).

在适用的情况下，提供方可不时提出依据适用的隐私法律发布并允许的、用于在要求实施适当跨境传输机制的司法辖区之外处理个人信息的任何替代性数据传输解决方案，包括但不限于适用于欧洲经济区、英国、瑞士、沙特阿拉伯及土耳其（视具体情况而定）的相关解决方案（以下称“国际传输解决方案”）。在未被适用隐私法律另行禁止的前提下，经安进书面批准提供方提出的国际传输解决方案后，适用的国际数据传输协议即告终止，且该等国际传输解决方案即行生效。国际传输解决方案仅适用于由提供方或代表提供方处理的、且属于该等国际传输解决方案适用范围内的个人信息。

- The Parties shall work in good faith to modify the terms of this Privacy Schedule as they relate to the applicable International Data Transfer Agreements as soon as possible to the extent such modifications are required in order to implement, comply with or adhere to any changes to applicable Privacy Laws as they pertain to such International Data Transfer Agreements. 如因适用的隐私法律发生变更，且该等变更涉及适用的国际数据传输协议并要求对其进行调整，双方应当本着诚信原则，在合理可行的最短时间内协商并修改本隐私附录中与相关国际数据传输协议有关的条款，以确保落实、遵守并符合该等隐私法律的变更要求。

- Without limiting the foregoing, Counterparty shall cooperate with Company in any other efforts by Company to comply with all current and effective requirements of all applicable Privacy Laws and any guidance and decisions of a relevant advisory body (such as the European Data Protection Board), as it pertains to such activities related to Processing of Personal Information, including but not limited to the preparation and execution of separate International Data Transfer Agreement to the extent required by the applicable Privacy Laws. Prior to Processing Personal Information in connection with the purchase order, Counterparty shall promptly provide Company with a list of all Affiliates outside of jurisdictions that have not been deemed to be adequate by the data protection authority of such country and Counterparty will maintain and update this list regularly.

在不限制前述约定的前提下，提供方应当配合公司为遵守所有适用隐私法律当前有效的要求以及任何相关咨询机构（例如欧洲数据保护委员会）发布的指引和决定而开展的其他合规工作，前述配合义务适用于与个人信息处理活动相关的事项，包括但不限于在适用隐私法律要求的情况下，协助另行准备并签署独立的国际数据传输协议。在根据本采购订单开展个人信息处理之前，提供方应当及时向公司提供其位于未被相关国家数据保护主管机构认定为具备充分保护水平的司法辖区之外的所有关联方名单，并应当持续维护并定期更新该等名单。

32.2.4 Without limiting Provider's obligations set forth elsewhere in this Term and in the Order, Provider shall not attempt to use new data derived from any means of Processing Personal Information, including without limitation to link, identify, differentiate, aggregate, de-identify Personal Information.

在不限制本条款及订单其他条款关于提供方义务约定的情况下，提供方不得试图以任何形式对个人信息进行进一步加工处理（包括但不限于对个人信息进行识别、链接、区分、聚合和去标识化）形成的新数据加以利用。

- To the extent that such European Personal Information is Processed by or on behalf of Provider outside of an Adequate Jurisdiction, Provider shall cooperate with Company in Company's efforts to comply with all current and effective requirements of EU Data Protection Laws, all national laws similar thereto and any guidance and decisions of a relevant advisory body (such as the Article 29 Working Party and the European Data Protection Board), as it pertains to such Processing activities, including but not limited to the preparation and execution of any required International Data Transfer Agreement with EU-approved Standard Contractual Clauses. Prior to Processing European Personal Information in connection with the Order, Provider shall promptly provide Company with a list of all affiliates and/or subsidiaries outside of an Adequate Jurisdiction that will Process such European Personal Information.

如果该等欧洲个人信息是由提供方或提供方代表在适格辖区之外处理的，提供方应与公司合作并在公司的努力下遵守所有现行有效的欧盟数据保护法律中的要求，所有与之相似的国家法律以及相关顾问机构（例如第29条工作组和欧洲数据保护委员会）出台的指南与决定，因为这也属于处理活动的一部分。包括但不限于准备与签署任何包含欧盟批准的标准合同条款的必要的国际数据传输协议。在处理与订单相关的欧洲个人信息之前，提供方应及时向公司提供其所有会参与处理欧洲个人信息的，但是在适格辖区外的关联公司及/或子公司列表。

32.2.5 Without limiting Provider's obligations set forth elsewhere in this Term, and to the extent Provider and its Representatives Process Personal Information subject to the California Civil Code Sections 1798.100 – 1798.199 et seq. (“**CCPA**”) or other jurisdictions with laws that rely on, are similar to or based on the CCPA, including without limitation, Virginia and Colorado, Provider certifies that it shall comply with the following obligations: (i) Provider shall not “sell” (as defined in the CCPA) such Personal Information; (ii) Provider shall not Process Personal Information for any purpose other than to perform the Services or as otherwise permitted by the CCPA; and (iii) Provider shall not Process Personal Information outside of the business relationship between Provider and Company (as defined in the CCPA).

在不限限制提供方在本条款项下的提及的其他义务的情况下，提供方及其代表根据2018加州民法典1798.100 – 1798.199节及其后条款（CCPA）或其他司法管辖区（包括但不限于弗吉尼亚州和科罗拉多州）依托于、类似于或以CCPA为基础的法律处理个人信息的前提下，提供方证明其将遵守以下义务：（i）提供方不应“出售”（如CCPA所定义）相关个人信息；（ii）提供方不应为提供订单服务或CCPA另行允许之外的目的处理个人信息；且（iii）提供方不应超出提供方与公司的业务关系之外处理个人信息（如CCPA所定义）。

32.2.6 Without limiting Provider's obligations set forth elsewhere in this Term, and to the extent Provider and its Representatives Process Personal Information subject to the PRC Personal Information Protection Law, Provider warrants that it shall comply with the following obligations: (i) Provider shall not Process Personal Information beyond the agreed purpose and method of Processing; (ii) In the event that the Order is not effective, invalid, revoked or terminated, Provider shall return or delete Personal Information, and shall not retain Personal Information; and (iii) Without the prior written consent of the Company, Provider shall not subcontract any of its Processing activities.

在不限限制提供方在本条款项下的提及的其他义务的情况下，且提供方及其代表处理适用《中华人民共和国个人信息保护法》的个人信息的前提下，提供方承诺其将遵守以下义务：（i）提供方不会超出约定的处理目的、处理方式等处理个人信息；（ii）在订单不生效、无效、被撤销或者终止的情况下，提供方会向公司返还或删除个人信息，不会保留个人信息；且（iii）未经公司事先书面同意，不会转委托他人处理个人信息。

32.3 SAFEGUARDS AND CONTROLS 保障与控制

32.3.1 Without limiting Provider's other obligations under the Term, Provider shall ensure that Security is implemented, maintained and enforced to protect Personal Information from Privacy Incidents throughout the period that Provider and/or its Representatives Process Personal Information. Security shall, without limitation, be current and consistent with all Privacy Laws and relevant industry standards. At least annually, Provider shall have an independent auditor complete an assessment of Provider's Security, which assessment shall be conducted in accordance with relevant industry standards (such as, by way of example, the Statement on Standards for Attestation Engagements No. 16 or the International Standard for Assurance Engagements No. 3402). Provider shall promptly, upon Company's written requests made from time to time, provide Company with the results of such assessment(s).

在不限限制提供方在本条款项下的义务的情况下，提供方应保证执行、维持和落实安全措施，防止提供方及/或其代表处理个人信息过程中发生隐私事件。安全措施应当实时符合所有隐私法律以及相关行业标准。提供方应当至少每年一次请独立审计者对于其安全措施进行评估，该评估应依据相关行业标准（例如鉴证业务准则公告第16号或鉴证业务国际准则第3402号）。根据公司不时的书面要求，提供方应及时，向公司提供上述评估的结果。

32.4 COMPANY ASSESSMENT, AUDIT RIGHTS AND INFORMATION MAINTENANCE 公司评估，审计权及信息维护

32.4.1 Without limiting Company's audit rights under the Order, annually during the Term, Company or its designee may, upon reasonable notice, undertake an assessment and audit of Provider's compliance with this Term. Without limiting and in addition to the foregoing, Company or its designee may upon reasonable notice conduct an audit of Provider's Security in the event of: (i) any Privacy Incident; (ii) any adverse assessment or audit of Security; or (iii) Company discovers or suspects that Provider or any of its Representatives may not be complying with the terms of this Term, including without limitation any actual or suspected failure to implement, maintain, or enforce Security in compliance with applicable Privacy Laws or relevant industry standards. Provider shall, and shall cause its Representatives to, cooperate with Company in the conduct of any such audits.

在不限限制公司在订单项下的审计权的前提下，公司或其被指派者应当每年在合理通知后对提供方是否符合本条款进行评估与审计。在不限限制前文的情况下，除此之外，一旦发生以下情况，公司或其被指派者还应在合理通知之后对提供方的安全措施进行审计：（i）任何隐私事件；（ii）任何对安全设施的不良评估或审计结果；或（iii）公司发现或怀疑提供方或任何提供方代表可能存在不符合本条款的情况，包括但不限于任何实际或疑似未能实施符合隐私法律或者相关行业标准的安全措施。提供方应当配合，并使其代表配合公司进行上述审计。

32.4.2 Provider shall collect and record information, and maintain logs, audit trails, records and reports concerning (i) its compliance with Privacy Laws and/or relevant industry standards, (ii) Privacy Incidents, (iii) its Processing of Personal Information and (iv) the accessing and use of Provider's computer systems.

提供方应当收集并记录信息，维护与以下情况相关的日志，审计跟踪，记录和报告：（i）其符合隐私法律及/或相关行业标准，（ii）隐私事件，（iii）其对个人信息的处理，以及（iv）访问并使用提供方的计算机系统。

32.4.3 Without limiting Provider's obligations elsewhere in this Term, Provider shall cooperate with Company's requests for information reasonably necessary to: (i) demonstrate Provider's compliance with the requirements set forth in this Term, (ii) support Company's cooperation or consultations with, or responses to any inquiries, requests, or demands (including, but not limited to any subpoena or other discovery requests, or court order) of, any governmental authorities including without limitation a national data protection authority, (iii) support Company in conducting a personal information protection impact assessment of the Processing activities subject to this Order, and (iv) support Company in authentication (including, without limitation, establishing chain of custody) of any Personal Information provided by Company to Provider.

在不限提供方在本条款项下的提及的其他义务的情况下，提供方应配合提供公司所要求的，对于以下行为而言合理需要的信息：（i）表明提供方符合本条款的要求，（ii）支持公司对于包括但不限于国家数据保护机构在内的任何政府机构的合作与咨询，或答复其任何问询、请求或要求（包括但不限于任何传票或其他搜查要求或法院命令），（iii）支持公司对受订单规制的处理行为进行个人信息保护影响评估，以及（iv）支持公司对任何由公司提供给提供方的个人信息的认证（包括但不限于建立监管链）。

32.5 PRIVACY INCIDENTS

隐私事件

32.5.1 Provider shall train all Provider's Representatives that Process Personal Information to recognize and respond to Privacy Incidents. In the event of a Privacy Incident, Provider shall:

提供方应对所有的处理个人信息的提供方代表进行培训，使其可以识别隐私事件并采取相应措施。一旦出现隐私事件，提供方应当：

- immediately conduct a reasonable investigation of the reasons for and circumstances surrounding such Privacy Incident;
立即针对隐私事件的产生原因和情况进行合理的调查；
- take all necessary actions to prevent, contain, and mitigate the impact of, such Privacy Incident;
采取所有可能的措施以阻止、控制和减轻隐私事件可能造成的影响；

- without limiting Provider's notification obligations under the Order, provide notice to Company promptly by electronic mail at privacy@amgen.com, but in no event later than twenty-four (24) hours, after Provider or its Representatives discovered or became aware of a Privacy Incident ("**Incident Notice**"). This Incident Notice shall contain at a minimum the following information:

在不限提供方在本订单项下的通知义务的情况下，提供方或其代表在发现或意识到隐私事件后应立即通过向privacy@amgen.com发送电子邮件通知公司，该通知须在二十四（24）小时内送达（“**事件通知**”）。该事件通知应至少包含以下信息：

- a) Description of the Privacy Incident, including information related to what (if any) Personal Information was the subject of or affected by the Privacy Incident;

隐私事件的描述，包括隐私事件主体或受隐私事件影响的个人的相关信息；

- b) Actions taken by the Provider to remediate the Privacy Incident and any countermeasures implemented by Provider to prevent future Privacy Incidents;

提供方采取补救该隐私事件的措施以及提供方实施的任何阻止未来隐私事件发生的对策；

- c) The name and contact information of Provider's Representative that can act as a liaison between Company and Provider; and

能作为公司与提供方之间联络人的提供方代表的姓名与联系信息；以及

- d) Other relevant information (including indicators of compromise), if any, that can help Company protect itself from the Privacy Incident;

其他任何有助于公司保护自己不受隐私事件损害的信息（包括感染指标）；

- collect and preserve all evidence concerning the discovery, cause, vulnerability, exploit, remedial actions and impact related to such Privacy Incident;
收集并保存所有有关该等隐私事件的发现、原因、漏洞、利用、补救措施和影响的证据；
- at Company's request, provide Company with: (i) periodic written status reports concerning mitigation and remediation activities related to each Privacy Incident and (ii) any documents and information reasonably requested by Company related to such Privacy Incident; and

在公司的要求下，向公司提供：（i）每个与隐私事件相关的减轻和补救措施的定期书面状态报告；以及（ii）公司合理要求的与此隐私事件相关的任何文件和信息；以及

- reasonably cooperate and coordinate with Company concerning Company's investigation, enforcement, monitoring, document preparation, notification requirements and reporting concerning Privacy Incidents, which may include facilitating the delivery of notice of any Privacy Incident (in a manner and format specified by Company) on Company's behalf and at Company's discretion to: (i) individuals whose Personal Information was or may have reasonably been exposed, (ii) governmental authorities, and/or (iii) the media.

合理配合和协助公司的调查、执行、监控、文件准备、通知和关于隐私事件的报告，其中可能包括将有关隐私事件的通知（以公司规定的形式和格式）以公司的名义并遵照公司的决定送达至：（i）个人信息已经或可能受影响的个人，（ii）政府机关，以及/或（iii）媒体。

- Without the written instruction of the Company or unless otherwise provided by law, Provider shall not report or disclose any information concerning Privacy Incidents to any government authorities or third party.

未经公司书面指示或除法律另有规定外，提供方不得将有关隐私事件情况向任何政府部门及第三方报告或披露。

32.6 PRESERVATION, DESTRUCTION AND RETURN OF PERSONAL INFORMATION

个人信息的保存，销毁以及返还

32.6.1 In accordance with Company's instructions and requests (including without limitation retention schedules and litigation hold orders), Provider shall preserve Personal Information that is or has been Processed. Upon the earlier of (i) expiration or termination of the Order or (ii) completion of the Processing of Personal Information, Provider shall, at Company's option, either (a) ensure Personal Information is destroyed and rendered unusable and unreadable or (b) return Personal Information to Company or its designee in a format reasonably requested by Company, unless otherwise required by law.

提供方应根据公司的指示和要求（包括但不限于保留计划与诉讼保全令）保存处理的个人信息。在（i）订单到期或终止或（ii）完成个人信息处理后，提供方应根据公司的指示，（a）确保个人信息被销毁并使其无法使用和不可读或（b）以公司合理要求的格式向公司或其指定人返还个人信息，法律另有规定要求提供方保留的除外。

32.6.2 Without the prior written approval of the Company, Provider shall not store Personal Information in any other countries or regains outside of China; without the prior written approval of the Company and approval of relevant PRC government authorities, Provider shall not provide Personal Information stored in China to any foreign judicial or law enforcement authorities.

未经公司事先书面许可，提供方不得在中国以外的任何其他国家及地区存储个人信息存储；未经公司事先书面许可，且未经中国政府相关部门的批准，提供方不得向任何中国以外的司法或者执法机构提供其存储在中国境内的个人信息。

32.7 DATA SUBJECT ACCESS REQUESTS

数据主体的访问需求

32.7.1 Provider shall cooperate with Company in responding to any requests by individuals whom exercise rights under applicable Privacy Laws, including without limitation, requests for access or correction to, or blocking, destruction or data portability of, Personal Information in Provider's or its Representatives' custody (each, an "Access Request") and such cooperation shall include without limitation, providing Company, within two (2) business days after Company's request, with either copies of or access to such Personal Information in the format in which it is maintained in the ordinary course of business. Without limiting the foregoing, in the event that Provider or one or more of its Representatives receives an Access Request directly from an individual whose Personal Information is being Processed by or on behalf of Provider in connection with the Services, Provider shall immediately (but in no event later than 24 hours after receiving such request) notify Company of such request by electronic mail at privacy@amgen.com and follow Company's reasonable instructions in connection therewith.

提供方应配合公司，回应任何在隐私法律下行使权利的个人的请求，包括但不限于，要求访问或更正，或限制处理，销毁或数据可携带权，在提供方或其代表管理下的个人信息（单称“访问需求”），并且此类配合应包括但不限于，在收到公司要求后两（2）个工作日内向公司提供正常业务中处理的该等个人信息的副本或访问入口。在不限制前述要求的情况下，一旦提供方或其一个或多个代表直接收到了来自个人信息被处理的个人或在相关服务中代表提供方的个人的访问需求，提供方应立即（在收到该需求的24小时内）通过向privacy@amgen.com发送电子邮件的方式通知公司并遵循公司与此相关的合理指示。

33. LIABILITY FOR BREACH OF TERMS AND CONDITIONS. Unless otherwise set forth in this Order, in the event that Provider breaches the terms and conditions of this Order, Provider shall pay Company a penalty with the amount equivalent to 20% of fee under this Order. In the event that the penalty is insufficient for the actual loss of Company, Provider shall be liable for the actual loss of Company.

违约责任。除本订单条款另有约定的，提供方违反本订单的条款，应向公司支付本订单总额20%作为违约金。如违约金不足以弥补公司所遭受的实际损失，提供方应赔偿公司的实际损失。

33. COUNTERPARTS. This Order may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, binding on all Parties, notwithstanding that each of the parties may have signed different counterparts. The parties agree that delivery of an executed counterpart signature hereof by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery

of the paper document bearing the original signature. If there is a discrepancy between any physical version of this Order and the digital version on Fadada of this Order, the digital version on Fadada will prevail.

副本。本订单可签署任何数量的多份副本，每份副本应为原件，所有副本共同构成同一和相同的文件，对双方当事人具有约束力，尽管各方当事人可能签署了不同的副本。双方同意，通过传真以及以 PDF 格式通过电子邮件或者其他意图保持某一文件的原始图形和图像外观的电子传递途径交付带签名的副本，将与实物交付带有原始签名的纸质文本具有相同的效力。如果同一订单纸质版本与法大大平台上电子版本内容不一致，以法大大平台上所签电子版本订单为准。

35. COVERED INDIVIDUALS AND ENTITIES. If Provider is or becomes a Covered Individual and Entity or is or becomes owned, operated or controlled by one or more Covered Individual and Entity, Provider shall notify Company of such and, after receipt of such notification or upon Provider becoming a Covered Individual and Entity, Provider agrees that Company shall have the right, upon notice to Provider and without further agreement or acknowledgement of Provider, to modify the terms of this Order as Company determines, in its reasonable discretion, is necessary or required to comply with Company's or, as applicable, one or more of its Affiliate's requirements for interactions with a Covered Individual and Entity (including without limitation conformance of the Compensation to fair market value and imposition of additional reporting or documentation obligations). Additionally and without limiting any other rights or remedies of Company, if on or after the Effective Date, Provider is or becomes a Covered Individual and Entity or is or becomes owned, operated or controlled by one or more Covered Individual and Entity, Company shall have the right to terminate this Order or suspend Provider's performance hereunder by notice to Provider, and Company shall not be liable to Provider for any costs, expenses, or losses arising out of such termination or suspension. For purposes of this section, "owned, operated or controlled" shall mean that one or more Covered Individual or Entities is in a position to direct or control the performance of Provider's obligations hereunder, or that one or more Covered Individuals or Entities is in a position to direct or control Provider's management or operations, including, without limitation, when a Covered Individual or Entity owns a majority of the voting power or other equity interests in Provider. In the event one or more Covered Individual and Entity contributes to or performs any of Provider's obligations hereunder, payments made by or on behalf of Provider to each such Covered Individual and Entity or other compensation or consideration received by each such Covered Individual and Entity on account of its contributions to or performance of any of Provider's obligations hereunder shall (a) comply with all Applicable Laws, (b) represent fair market value, (c) not be determined in a manner that takes into account the volume or value of any future business that might be generated between the Parties, and (d) not be construed to require a Covered Individual or Entity to promote, purchase, prescribe, or otherwise recommend any Company products being marketed or under development.

涵盖的个人和实体。如果提供方为或变为一个涵盖的个人和实体，或者其为或变为由一个或多个涵盖的个人和实体所拥有、运营或控制，提供方应通知公司该等事宜。在收到该项通知或在提供方成为涵盖的个人和实体时，提供方同意公司将有权通知提供方并且无需提供方的进一步同意或确认，修改本订单的条款，如果公司根据其自行判断确认该等修改是为遵守公司或者一个或者多个其关联方（如适用）与同涵盖的个人和实体往来的要求（包括但不限于使报酬与公允市场价格一致，附加其他报告或文档义务）所必需的或要求的。此外，在不限制公司其他权利或救济的情况下，如果在生效日当天或之后，提供方为或变为一个涵盖的个人或实体，或者其为或变为由一个或多个涵盖的个人和实体所拥有、运营或控制，公司将有权通知提供方终止本订单或暂缓提供方执行本订单，并且公司将无需对提供方的任何因该等终止或暂缓而发生的支出、费用或损失负责。为本条款之目的，“拥有、运营或控制”是指一个或多个涵盖的个人或实体有权指挥或控制提供方对于本订单的履行或者一个或多个涵盖的个人或实体有权指挥或控制提供方的管理或运营，包括但不限于一个涵盖的个人或实体拥有对提供方过半数的投票权或其他股权性权利。当一个或多个涵盖的个人和实体贡献于或履行任何提供方在本订单项下的义务时，由提供方作出的或代表提供方作出的向每一该等涵盖的个人和实体的支付或者其他该等涵盖的个人和实体基于其贡献或其对任何提供方在本订单项下义务的履行而收取的报酬或对价应(a)符合所有适用法律，(b)代表公允市场价值，(c)并未以考虑可能产生于订单双方的任何未来业务的数量或价值的方式而确定，并且(d)并未被解释为要求一个涵盖的个人或实体推销、购买、开处方药或其他类似方式推荐任何公司投放于市场的或尚处开发的产品。

"Covered Individuals and Entities" (or, in the singular, **"Covered Individual and Entity"**) shall mean any one or more of HCP, HCI, Payor, Purchaser, Healthcare Industry Professional Societies and Trade Association, and entities owned or operated by one or more HCP, HCI, Payor, Purchaser, or Healthcare Industry Professional Societies or Trade Association. Additionally, the capitalized terms used in the above definition are defined as follows:

"涵盖的个人和实体"是指 HCP、HCI、付款人、买方、医疗行业专业协会和贸易协会中的任何一方或多方，以及一个或多个 HCP、HCI、付款人、买方、医疗行业专业协会和贸易协会所拥有或运营的实体。此外，前述定义中所使用的下列术语定义如下：

"Healthcare Industry Professional Societies and Trade Association" shall mean a non-profit healthcare industry organization seeking to further a particular profession, the interests of individuals engaged in that profession, or the public interest (examples of such include without limitation the Red Cross Society of China, the Chinese Medical Doctor Association, the China Licensed Pharmacist Association).

"医疗行业专业协会和贸易协会"指非营利性医疗行业组织，致力于促进特定专业行业、该等行业从业个人的利益或公共利益（该等组织的例子包括但不限于美国血液协会、北美透析和移植学会、中国红十字会、中国医师协会以及中国执业药师协会）。

"Healthcare Institution" or **"HCI"** shall mean a facility that provides health maintenance, or treats illness and injury and can include without limitation any hospital, convalescent hospital, dialysis center, health clinic, nursing home, extended

care facility, or other institution devoted to the care of sick, infirm, or aged persons, and is in a position to purchase or influence a purchasing decision for any human therapeutic product marketed, distributed, or sold or any service related thereto provided by or on behalf of Company or any of its Affiliates (each a “**Company Therapeutic Product**”).

“**医疗机构**”或“**HCI**”是指提供健康护理或治疗疾病和伤害的机构，包括但不限于任何医院、疗养院、透析中心、医疗诊所、护理院、扩充护理机构或者其他致力于病患、体弱者或老年人护理的机构，该机构处于可以购买或影响购买由公司或公司关联方、或代表公司或公司关联方在市场上推广、分销或销售的人体医疗产品或提供的相关服务（每一项为“**公司诊疗产品**”）的位置。

“**Healthcare Professional**”或“**HCP**” shall mean any person licensed to prescribe Company products, as well as anyone working for a person licensed to prescribe a Company Therapeutic Product and in a position to influence a purchasing decision, including without limitation physicians and other providers (e.g., nurses, pharmacists), dialysis providers, other office personnel.

“**医疗专业人员**”或“**HCP**”指任何经许可可以为公司产品开处方的人员，或为经许可可以为公司诊疗产品开处方的人工作且可以影响相关购买决定的人员，包括但不限于医师以及其他供方（例如护士、药剂师等）、透析执业人及其他经办人员。

“**Payor**” shall mean an organization, including without limitation its directors, officers, employees, contractors and agents, whether private or governmental, that provides medical and/or pharmacy plans for covering and reimbursing patients and/or Healthcare Professionals from medical expenses incurred.

“**付款人**”指一个组织，包括但不限于该组织的董事、管理人员、雇员、合同方和代理，无论是私人或政府的，其提供医疗计划和/或药物计划以覆盖并偿付病患和/或医疗专业人员所产生的医疗费用。

“**Purchaser**” shall mean individuals or entities, including without limitation wholesalers, pharmacies, and group purchasing organizations, that purchase a Company Therapeutic Product to sell to members of the Healthcare Community or that are authorized to act as a purchasing agent for a group of individuals or entities who furnish healthcare services.

“**买方**”指个人或者实体，包括但不限于批发商、药店和团体采购组织，其购买公司诊疗产品然后卖给医疗保健群体的成员，或者其被授权作为一个由提供医疗服务的个人和实体构成的团体的采购代理。

36. Language. The Parties agree to sign this Order in both English and Chinese. Both versions shall be equally authentic and are consistent in all substantial respects. In case of any inconsistency between the two versions, the English version shall prevail over the Chinese version.

语言。 双方同意签署本英中双语订单。两个文本都具有同等效力并实质一致。如果英中文本有不一致之处，以英文文本为准。

IN WITNESS THEREOF, the authorized representatives of the Parties have executed this Order.

有鉴于此，双方当事人的授权代表签署本订单。

Click or tap here to enter text.

**AMGEN BIOTECHNOLOGY CONSULTATION
(SHANGHAI) CO., LTD**

Click or tap here to enter text

安进生物技术咨询（上海）有限公司

By/签字: _____

By/签字: _____

Name/姓名: _____

Name/姓名: _____

Title/职位: _____

Title/职位: _____