

January 2025
2025 年 1 月
ELEKTRA SUPPLIER PURCHASE ORDER TERMS AND CONDITIONS
(CHINA)

ELEKTRA 供应商采购订单条款与条件 (中国)

Introduction; Applicable Terms. 引言。适用条款。

(A) If the Elektra Technologies Limited entity (“Elektra”) and the vendor entity (“Contractor”) identified in the Purchase Order have executed a separate written agreement governing the Services, Deliverables, or Products specified in the Purchase Order (“Existing Agreement”), then the Existing Agreement will apply to those Services, Deliverables, or Products.

如果 Elektra 公司 (“Elektra”) 与采购订单中指定的供应商公司 (“签约商”) 已另行签署了书面协议对采购订单中指定的服务、应交付成果或产品进行了规定 (“现有协议”), 则该现有协议将适用于那些服务、应交付成果或产品。

(B) Otherwise, the terms and conditions below (“T&Cs”), together with the Purchase Order, form an “Agreement” during the Term between Elektra and Contractor for the Services, Deliverables, and Products specified in the Purchase Order. If these T&Cs conflict with the Purchase Order, these T&Cs govern. Terms referencing Services, Deliverables, and Products apply only to the extent that such items are ordered in the Purchase Order.

否则, 下述条款和条件 (“条款与条件”) 与相关采购订单一起在合约期间构成 Elektra 与签约商之间就采购订单中指定的服务、应交付成果或产品的协议。若本条款与条件与采购订单相冲突, 应以本条款和条件为准。涉及服务、应交付成果或产品的条款只在采购订单中订购了此等服务、应交付成果或产品时才适用

(C) Elektra objects to any additional or different terms in any Contractor documents, including quotations, acknowledgments, or online terms. Those Contractor terms will be considered material alterations to the Agreement and are void.

Elektra 反对签约商任何文件 (包括报价或确认书、在线条款) 中的任何额外或不同条款。那些签约商条款将被视为是对本协议的重大变更, 均为无效。

1. Definitions. 定义。

1.1 “Affiliate” means in relation to a party: (A) any parent company of that party; and (B) any corporate body of which that party directly or indirectly has control or which is directly or indirectly controlled by the same person or group of persons as that party.

“关联公司”指与以下一方有关联: (A) 该方的任何母公司; 及 (B) 由该方直接或间接控制或直接或者间接地同为第三方所控制的任何企业机构)

1.2 “Background IP” means all Intellectual Property owned or licensed by a party (A) before starting the Services or (B) independent of the Agreement.

“既有知识产权”指任何一方(a)在服务开始之前或(b)独立于本协议, 所拥有或获得许可的知识产权。

1.3 “Deliverables” means any work product (including third party materials) provided by Contractor to Elektra under this Agreement.

"应交付成果" 指签约商根据采购订单向 Elektra 提供的任何工作产品（包括第三方材料）。

1.4 “Developed IP” means any Intellectual Property created or discovered by Contractor or Elektra in connection with this Agreement.

"开发的知识产权" 指签约商或 Elektra 在履行本协议过程中创造或获得的任何知识产权。

1.5 “Inspection Period” means a 30 day period following Elektra’s receipt of the applicable Services or Deliverables, unless otherwise specified in the Purchase Order.

"检验期"指在 Elektra 收到相关服务或应交付成果后为期 30 天的期间，适用的采购订单或工单另有规定除外。

1.6 “Intellectual Property” means anything protectable by an Intellectual Property Right.

"知识财产"指可受知识产权保护的任何事项。

1.7 “Intellectual Property Right(s)” means all registered or unregistered intellectual property rights throughout the world, including rights in patents, copyrights, trademarks, trade secrets, designs, databases, domain names, and moral rights.

"知识产权" 指在全球注册或未注册的所有知识产权，包括专利权、版权、商标权、商业秘密权、设计权、数据库权、域名权以及人格权。

1.8 "Personnel" means Contractor (if an individual) and all employees and agents of Contractor and its subcontractors and their agents.

"服务人员" 指签约商（如果为个体）和签约商的所有员工和代理商及其分包商和代理商。

1.9 “Product” means any tangible goods or non-customized software offered or provided by Contractor.

"产品" 指签约商提供的任何有形商品或非定制软件。

1.10 “Purchase Order” means an ordering document (including any incorporated attachments) for Services, Deliverables, or Products submitted to Contractor by Elektra.

"采购订单" 指 Elektra 就服务、应交付成果或产品向签约商提交的订购文件 (包括其中的任何附录)。

1.11 "Services" means all services specified or provided under this Agreement.

"服务" 指本协议指定或根据本协议提供的所有服务。

1.12 “Tax(es)” means all government-imposed tax obligations (including taxes, duties, and withholdings), except those based on Contractor's or Personnel's net income, net worth, asset value, property value, or employment.

"税款" 指所有的政府征收的税费义务(包括税、关税及扣缴税款)，基于签约商或服务人员的净收入、净值、资产价值、不动产价值以及劳动关系所征收的除外。

1.13 “Term” means the term of the Agreement starting on Contractor’s acknowledgement of or commencement of performance under the Purchase Order and ending on Elektra’s acceptance or final rejection of all Services, Deliverables, and Products, unless terminated earlier in accordance with this Agreement.

“期间”指从签约商确认或开始履行相关采购订单之日起到 Elektra 接受或最终拒绝接受所有服务、应交付成果或产品之日为止的协议期间，依据本协议提前终止除外。

1.14 “Transfer Law” means: (A) applicable law implementing Council Directive 2001/23/EC; and (B) any other laws, directives, regulations and rules implementing provisions to safeguard and transfer employee rights on a change in service provider, in any jurisdiction applicable to Contractor and the Services under this Agreement.

“转让法”是指：(A) 执行欧盟理事会第 2001/23/EC 号指令的适用法律；和 (B) 在适用于本协议下相关签约商和服务的任何司法管辖区内，当服务提供商发生变化时，落实保护并转移员工权利条款的任何其他法律、指令、法规和规则。

1.15 In this Agreement, (A) “include” or “including” means “including but not limited to,” and (B) examples are illustrative and not the sole examples of a particular concept.

本协议中，(A) “包括”指“包括但不限于”；(B) 示例仅用于说明并不是某一概念的唯有示例。

2. Services, Deliverables, and Products 服务、应交付成果和产品。

2.1 Requirements. 要求。

(A) Ordering. Contractor will provide Services, Deliverables, and Products as specified in the Purchase Order.

订购。签约商将按照采购订单中的规定提供服务、应交付成果和产品。

(B) Software Requirements. If Contractor includes any customized software in the Services or Deliverables, then Contractor will develop all such software in compliance with Elektra-provided software guidelines.

软件要求。如果签约商在提供的服务或应交付成果中包括任何定制软件，签约商将遵照 Elektra 提供的软件指南要求来开发所有此等软件。

(C) Product Supply. Attachment A (Product Supply) will apply to the extent that Elektra orders any Product.

产品提供。附录 A（产品提供）在 Elektra 订购任何产品时适用。

(D) Other Services. The following Attachments (in effect as of the date of the Purchase Order) will apply to the extent that Elektra orders the applicable Services. For the purposes of the Attachments described below, references to “ISA” will mean “T&Cs” and “SOW” will mean “Purchase Order”:

其它服务。以下附录(自采购订单日期起生效)将在 Elektra 订购相关服务时适用。就下述附录所述目的，提及“ISA”即指“本条款与条件”，提及“SOW”即指“采购订单”。

2.2 Inspection; Acceptance; Rejection. 检验：接受；拒绝。

(A) Inspection. Elektra may inspect the Services and Deliverables during the Inspection Period. 检验。Elektra 可在检验期间对服务和应交付成果产品或产品进行检查。

(B) Acceptance. Any Services or Deliverables not rejected within the 30-day Inspection Period will be deemed accepted. Acceptance does not reduce any applicable warranties under this Agreement.

接受。任何在 30 天的检验期间内没有被拒绝的服务或应交付成果将被视为被接受。但接受不影响本协议下适用的任何质保规定。

(C) Rejection; Corrections. During the Inspection Period, Elektra may reject Services and Deliverables that do not meet this Agreement's warranties or specifications. Elektra will provide a written explanation for any rejected Services or Deliverables. If requested by Elektra during the Inspection Period, Contractor will correct and re-deliver any rejected Services and Deliverables at no cost to Elektra, under agreed deadlines, and subject to further Inspection Period(s). Otherwise, Elektra will have no obligation to pay for the rejected Services and Deliverables.

拒绝；修正。Elektra 可在检验期间拒绝不符合本协议质量保证或规格规定的服务和应交付成果。Elektra 应对被拒绝的服务或应交付成果提供书面解释。如果 Elektra 在检验期间提出要求，签约方应在约定的截止日期前对被拒绝的服务和应交付成果进行修正，并向 Elektra 重新交付，重新开始检验期，费用由签约方承担。否则，Elektra 无义务为被拒绝的服务和应交付成果支付费用。

2.3 Notice of Delays. Contractor will promptly notify Elektra in writing of anything that is likely to cause a delay in the delivery of any Deliverable or a disruption of Services.

延迟通知。签约方应及时书面通知 Elektra 任何可能导致应交付成果交付延迟或服务中断的事项。

3. Payment. 付款。

3.1 Invoices. 发票。

(A) Submitting Invoices. Contractor will invoice Elektra in accordance with the fee(s) specified in the Purchase Order. Unless otherwise specified in the Purchase Order, Contractor will invoice Elektra without delay monthly in arrears and only for accepted Services and Deliverables. 发票提交。签约商将根据采购订单中规定的费用向 Elektra 开具明细发票。除非采购订单或工单另有规定，签约方将仅针对已被接受的服务或应交付成果在每月末及时向 Elektra 开具发票。

(B) Disputing Invoices. Elektra will only initiate invoice disputes in good faith, and will provide a written description of the disputed amounts. Upon Elektra's request, Contractor will issue separate invoices for undisputed and disputed amounts. Payment of any undisputed amounts will not compromise Elektra's right to object to the disputed amounts. Disputed amounts will not be due until the dispute is finally resolved, and will then be payable according to Subsection (C) (Paying Invoices).

发票争议。Elektra 只会本着诚信的态度就发票事项提出争议，并且会提供有关争议金额的书面说明。如 Elektra 要求，签约商应就无争议金额和有争议金额分别开具发票。而 Elektra 对无争议金

额的支付不会损害 Elektra 拒付有争议金额的权利。在相关争议得到最终解决之后，有争议金额方到期应付，并将根据下述第（C）条（发票支付）的规定成为应付款项。

(C) Paying Invoices. Elektra will pay Contractor within 60 days after Elektra receives a correct invoice (or such period as required by applicable law, if shorter). Elektra is not required to pay any invoice submitted more than 180 days after the end of the applicable Inspection Period for the Services or Deliverables.

发票支付。Elektra 将在收到正确发票后的 60 天（或在适用法律规定的更短期间内）内付款给签约商。对于在服务或应交付成果适用的检验期结束后 180 日之后提交的发票，Elektra 不需要支付。

3.2 Expenses. 费用。

(A) Expenses Eligible for Reimbursement. Elektra will reimburse Contractor for expenses up to the amounts specified in the Purchase Order, and only if they are:
可报销的费用。Elektra 只在满足下述条件情况下才会报销签约商发生的费用（最多为采购订单中指定的金额）：

(1) actual, reasonable, and necessary (without mark-ups or commissions);
实际发生而且合理必要（不含加价利润或佣金）；

(2) approved in advance and in writing by Elektra; and
已事先得到 Elektra 书面批准；且

(3) accompanied by receipts and other documentation that Elektra may request establishing the type, date, amount, payment, and purpose for such expenses.
如 Elektra 要求，要提供收据和其它有关文件，以证明此等费用是什么类型的费用以及费用发生的日期、金额、支付方式以及目的。

(B) Contractor Responsible for Personnel's Expenses. Contractor is solely responsible for reimbursing Personnel's expenses and will do so in accordance with all applicable laws and regulations.

签约商负责服务人员的开支。签约商要独自负责报销服务人员的各种开销费用，且要遵照所有适用法律和法规的要求。

3.3 Right to Offset Payment. In addition to other rights and remedies Elektra may have, Elektra may offset any payment obligations to Contractor that Elektra may incur under this Agreement against any fees owed to Elektra and not yet paid by Contractor under this Agreement or any other agreement between Contractor and Elektra. Elektra may also withhold and offset against its payment obligations under this Agreement, or require Contractor to pay to Elektra within 30 days of receipt of Elektra's invoice, any amounts Elektra may have overpaid to Contractor in prior periods.
付款抵扣权。除了 Elektra 可享有的其它权利和救济，Elektra 可用其在本协议下应向签约方支付的任何款项，抵扣签约方在本协议项下或签约方与 Elektra 之间的其它协议项下欠付或尚未支付给 Elektra 的费用。Elektra 还可扣留其在本协议下应向签约方支付的款项，用以抵扣此前 Elektra 多支付给签约方的数额，或是要求签约方在收到 Elektra 发票后的 30 天内向 Elektra 支付此前 Elektra 多支付给签约方的数额。

3.4 Taxes. 税款。

(A) Tax Invoicing and Payment. For Services and Products provided from the United States, Canada, or India, Taxes are not included in the fees and will be separately itemized on Contractor's invoices if applicable. Otherwise, Taxes are included in the fees. Elektra will pay correctly-invoiced Taxes, if applicable, unless Elektra provides a valid Tax exemption certificate. Elektra will withhold Taxes if legally required. Any Services or Products provided from India to an entity outside of India are exports that are not subject to Taxes.

税务发票开具与付款。对于美国、加拿大或印度提供的服务和产品，税款不包含在费用中，如适用，将会在签约方的发票上单独列出。除此之外，税款均包含在费用中。如适用，Elektra 将支付正确开具发票的税款，除非 Elektra 提供有效的免税证明。如法律要求，Elektra 会扣除需预扣的款额。从印度向印度境外实体提供的任何服务或产品均属于出口，免征税。

(B) Tax Documentation. Contractor will timely provide customary tax documentation reasonably requested by Elektra.

税务文件。签约方须及时提供 Elektra 合理要求的惯常性税务文件。

3.5 Bank Charges. The party receiving payment will be responsible for bank and credit card charges assessed by its bank or the credit card issuer.

银行收费。收款方要负责支付由相关银行或信用卡发行商征收的银行和信用卡收费。

4. Intellectual Property and Deliverables. 知识财产与应交付成果

4.1 Background IP. Except for the license rights under Section 5 (Licenses), neither party will own or acquire any right, title, or interest to the other party's Background IP under this Agreement. 既有知识产权。除第 5 条（许可）规定的许可权外，任何一方均无权针对另一方在本协议下的既有知识产权拥有或获取任何权利、所有权或权益。

4.2 Third Party Materials. Contractor will not incorporate any third party's Intellectual Property or any open source materials into any Deliverable without Elektra's prior written approval of: (A) such incorporation; and (B) any applicable license terms.

第三方资料。签约方不得将任何第三方的知识财产或任何开源资料并入任何应交付成果中，除非 Elektra 事先书面批准：(A)上述并入；及 (B) 任何适用的许可条款。

4.3 Developed IP; Deliverables. 开发的知识产权；应交付成果。

(A) Title to Deliverables. Title to the Deliverables will transfer to Elektra upon delivery. 应交付成果的所有权。应交付成果的所有权应在交付时转让给 Elektra。

(B) Ownership of Developed IP. Elektra owns any Developed IP. Contractor assigns all right, title, and interest in the Developed IP, including Intellectual Property Rights, to Elektra. Contractor will procure the assignment to Elektra of all rights in the Developed IP not owned by Contractor. If applicable law prevents future assignments, Contractor will assign (or will procure the assignment of) such rights as they are created.

开发的知识产权的所有权。Elektra 拥有任何开发的知识产权。签约方要将开发知识产权的任何权利、所有权及利益（包括知识产权）转让给 Elektra。如在开发的知识产权中含有不属于签约方的任何权利，签约方要为 Elektra 获得相关的转让。如果适用法律阻止未来性的转让，则签约方须在此等权利生成时即进行转让（或获得此等转让）。

(C) License to Developed IP if Assignment Fails. If applicable law prevents Contractor from transferring ownership of any Developed IP to Elektra, Contractor grants to Elektra a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferrable, worldwide license (with the right to sublicense) to:

不可转让情况下对开发的知识产权的许可。如果适用法律阻止签约方向 Elektra 转让任何开发的知识产权的所有权，签约方应向 Elektra 授予一项永久性的、不可撤销的、排他的、免费的、已完全支付的全球性可转让许可（以及分许可的权利），以：

(1) reproduce, modify, adapt, prepare derivative works of, distribute, publicly perform, publish, communicate, publicly display, and otherwise use such Developed IP; and 对该等已开发的知识产权进行复制、修改、改写、制作衍生作品、分发、发表、传播、公开操作、公开展示及其他使用；和

(2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP.

对该等已开发的知识产权进行制作、使用、出售、提供出售、进口、出口任何组成部分及其他处置。

(D) Assistance to Accomplish Assignment. If requested by Elektra, Contractor will timely perform all acts reasonably necessary to accomplish the assignments and other transactions specified in this Agreement.

配合完成转让。如果 Elektra 要求，签约方应及时采取所有合理必要的行动，达成本协议规定的转让及其他交易。

(E) Moral Rights in Deliverables. Contractor will not assert, and to the extent permitted by applicable law, otherwise waives, any moral rights in the Deliverables and Developed IP. Contractor will ensure that Personnel and other third parties who have moral rights in the Deliverables and Developed IP will also not assert, and to the extent permitted by applicable law, will waive, those moral rights.

对应交付成果的著作人格权。签约方不得主张对应交付成果和开发的知识产权的任何著作人格权，并且在适用法律允许的范围内，放弃上述著作人格权。签约方应确保对应交付成果和开发的知识产权拥有著作人格权的服务人员和其他第三方也不会主张此等著作人格权，并且在适用法律允许的范围内，放弃此等著作人格权。

5. Licenses. 许可。

5.1 Elektra Background IP and Developed IP. If Elektra permits Contractor to use any of Elektra's Background IP or the Developed IP to provide Elektra with the Services or Deliverables, then subject to this Agreement, Elektra grants to Contractor a limited, non-exclusive, non-transferable, royalty-free, fully-paid, worldwide license (with the right to sublicense to its delegates and subcontractors authorized by Elektra under Section 12.8 (Subcontracting)) to do the following, during the Term,

solely for the purpose of, and only to the extent needed for, performing the Services and providing the Deliverables:

Elektra 的既有知识产权和开发的知识产权。如果 Elektra 允许签约方使用 Elektra 的任何既有知识产权或开发的知识产权，以向 Elektra 提供服务或应交付成果，则在遵守本协议的前提下，Elektra 授予签约方有限的、非排他的、不可转让的、免费的、已完全支付的全球许可（包括根据第 12.8 条（转包）规定向其经 Elektra 授权的代表和转包商作出分许可的权利），以让签约方在期间内，仅为提供服务和应交付成果的目的，且仅在提供服务和应交付成果所需的范围内进行以下活动：

(A) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Background IP and Developed IP;

对此等既有知识产权和开发的知识产权进行复制、制作衍生作品、分发、公开表演、公开展示及其他使用；

(B) make, use, and import such Background IP and Developed IP; and
制作、使用、进口此等既有知识产权和开发的知识产权；

5.2 Contractor Background IP. If Contractor's Background IP is incorporated in, or is necessary to use, any Deliverable:

签约方的既有知识产权。如果签约方的既有知识产权被并入任何应交付成果或有必要使用：

(A) Subject to Section 4.2 (Third Party Materials), Contractor will describe its Background IP in writing if requested by Elektra; and
按照第 4.2 条（第三方资料）要求，如 Elektra 要求签约方必须对其既有知识产权进行说明；

(B) Contractor grants to Elektra and its Affiliates a perpetual, irrevocable, non-exclusive, royalty-free, fully-paid, worldwide license (with the right to sublicense) to do the following:

签约方向 Elektra 及其关联公司授予一项永久性的、不可撤销的、非排他的、免费的、已完全支付的全球性许可（包括分许可权利），以进行以下活动：

(1) reproduce, prepare derivative works of, modify, publish, adapt, communicate, distribute, publicly perform, publicly display, and otherwise use such Background IP in connection with the Deliverables and Developed IP; and

对此等既有知识产权进行与应交付成果和开发的知识产权相关的复制、制作衍生作品、修改、出版、改编、交流、分发、公开表演、公开展示及其他使用；

(2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Background IP in connection with the Deliverables and Developed IP.
对此等既有知识产权进行与应交付成果和开发的知识产权相关的制作、使用、出售、要约出售、进口、出口任何组成部分及其他处置。

6. Confidentiality; Publicity; Privacy and Security. 保密；公开；隐私与安全。

6.1 Definition. "Confidential Information" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would

normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. Each party's Background IP is its Confidential Information. The Developed IP and Deliverables are Elektra's Confidential Information.

定义。“保密信息”指一方（或其关联公司）依据本协议向另一方披露的，带有保密标记的信息或在相关情况下通常会视作保密信息的信息，不包括接收方独立开发的信息、第三方向接收方合法提供且无保密义务的信息，或非因接收方的过错而公开的信息。双方的既有知识产权属于各自的保密信息。开发的知识产权和应交付成果是属于 Elektra 的保密信息。

6.2 Confidentiality Obligations. The recipient will not disclose the discloser's Confidential Information, except to employees, Affiliates, agents, professional advisors, or third-party contractors (“Delegates”) who need to know it and who have a legal obligation to keep it confidential. The recipient will use the Confidential Information only to exercise rights and fulfill obligations under this Agreement while using reasonable care to protect the Confidential Information. The recipient may disclose Confidential Information when legally compelled by a court or other government authority. To the extent permitted by law, recipient will promptly provide the discloser with sufficient notice of all available details of the legal requirement and reasonably cooperate with the discloser's efforts to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action, as the discloser may deem appropriate. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.

保密义务。接收方不得披露披露方的保密信息，但向有必要知晓的雇员、关联公司、代理、专业顾问或第三方承包商（下称“代表”）披露除外，且上述人员负有法定保密义务。接收方将仅为行使本协议项下的权利和履行本协议项下的义务使用保密信息，同时要对机密信息予以合理的保护。在法院或其他政府机构提出合法要求时，接收人可向其披露保密信息。在法律允许的范围内，接收方应及时向披露方发送通知，充分说明所有可获得的关于此等法律要求的详情，并且合理协助披露方阻止披露，申请披露方认为适当的保护令，或采取披露方认为适当的其他法律行动。接收方将确保其代表也遵守同样的非披露及使用义务。

6.3 No Rights. Except for the limited rights under this Agreement, neither party acquires any right, title, or interest in the other party's Confidential Information.

无权利。除本协议规定的有限权利外，任何一方对另一方的保密信息无任何权利、所有权或权益。

6.4 Independent Development. Each party acknowledges that the recipient may develop or receive from third parties Intellectual Property that may be similar to the discloser's Confidential Information. This Agreement does not prevent the recipient from developing or purchasing products or services, for itself or others, that compete with those of the discloser, so long as the recipient does not do so in breach of this Agreement. Each party is free to use for any purpose any Residuals acquired by that party if that use does not breach the non-disclosure requirements of this Agreement. “Residuals” means information in intangible form that an individual retains in unaided memory without intentionally memorizing that information.

独立开发。各方承认，接收方可开发或从第三方处接收类似于披露方机密信息的知识产权。只要接收方不违反本协议规定，本协议不阻止接收方为自己或他人开发或购买与披露方的构成竞争的产品或服务。各方可自由将其获得的任何剩余品用于任何目的，条件是此等使用不得违反本协议中的保密要求。“剩余利益”指一个人在不刻意借助任何记忆手段情况下保留下来的无形信息。

6.5 No Publicity. Neither party may make any public statement regarding this Agreement without the other's written approval.

不公开。未经另一方书面批准，任何一方不可发表与本协议相关的任何公开声明。

7. Independent Contractor; Personnel. 独立签约方；服务人员。

7.1 Not Employees. Contractor is an independent contractor. Contractor and Personnel are not Elektra employees. Contractor is responsible for:

非雇员。签约方属于独立订约人，签约方和服务人员均非 Elektra 的雇员。签约方对以下负责：

(A) Personnel's acts and omissions; 服务人员的行为和疏忽；

(B) staffing, instructing, and managing Personnel performing Services; 配备、指导、管理提供服务的服务人员；

(C) providing all equipment necessary for Personnel to perform Services, except where otherwise provided by Elektra at its discretion, including for security purposes; and 除非 Elektra 决定提供设备（包括出于安保目的），签约方需负责服务人员开展服务所需的所有设备。

(D) determining Personnel's compensation (i.e., any stated rates for Services provided are not wage rates).

确定服务人员的报酬（即任何规定的服务费率均不属于工资费率）。

7.2 No Employee Compensation or Benefits. Contractor and Personnel (A) will not be entitled to any wages, bonus, allowance, severance payment, compensation, stock, options, or other rights or benefits provided to Elektra employees; (B) waive any right to them; and (C) promise never to claim them. Contractor will notify Personnel in writing of the above and will obtain a similar waiver from Personnel.

无雇员报酬或福利。签约方及服务人员 (A) 无权享有 Elektra 向雇员提供的任何工资、奖金、补贴、遣散费、报酬、股票、期权或其他权利或福利；(B) 放弃获得上述报酬或福利的权利，并且 (C) 承诺永不对此提出主张。签约方将向服务人员书面告知上述信息，并让服务人员提交类似的弃权书。

7.3 Income Tax Withholding for Personnel. Contractor is responsible for any income tax withholding applicable to Personnel.

服务人员所得税扣缴。签约方负责适用于服务人员的所得税扣缴。

7.4 Termination of Personnel. Contractor is responsible for all costs associated with terminating Personnel, including:

服务人员的雇佣终止。签约方负责与终止服务人员的雇佣关系相关的所有费用，包括：

(A) costs arising under applicable law; 根据相关法律产生的费用；

(B) costs arising under an agreement between Contractor and Personnel; and 根据签约方与服务人员之间的协议产生的费用；

(C) costs incurred by Elektra as a result of such termination.
Elektra 因该等终止而产生的费用。

7.5 No Transfer of Employment. Elektra and Contractor intend that the Transfer Law will not apply to the Services or this Agreement.
无雇用转让。Elektra 和签约商同意转让法将不适用于本协议或协议下的服务。

8. Representations and Warranties. 陈述和保证。

8.1 Mutual. Each party represents and warrants that it has full power and authority to enter into and fulfill its obligations under this Agreement.

相互陈述和保证。各方均陈述并保证，其拥有签署本协议并履行本协议义务的充分权力和权限。

8.2 Contractor. Contractor represents and warrants that: 签约方。签约方陈述并保证：

(A) Quality. Contractor's performance under this Agreement will be of professional quality and performed with reasonable skill and care consistent with generally-accepted industry standards. All Personnel performing Services have the requisite skills, experience, and qualifications.

质量。签约方在本协议项下的履约将具有专业质量，并将按照一般公认的行业标准以合理水平的谨慎和技能履行。提供服务的所有服务人员具有要求的技能、经验和资格。

(B) Specifications and Requirements. The Services and Deliverables will meet this Agreement's specifications and requirements.
规格说明书和要求。服务和应交付成果将符合本协议的规格说明书和要求。

(C) Viruses and Malicious Code. The Deliverables will be free from any viruses or other malicious code.
病毒和恶意代码。应交付成果中不会含有任何病毒或其他恶意代码。

(D) No Conflicts. There are no actual or potential conflicts of interest concerning the Services.
无冲突。不存在与服务有关的任何实际或潜在利益冲突。

(E) License Rights. Contractor has and will retain all necessary rights to grant the licenses in this Agreement and provide the Services and Deliverables to Elektra, at no greater cost to Elektra than specified in the Purchase Order.
许可权。签约方拥有并将保有所有必要的权利，以授予本协议项下的许可并以不高于采购订单规定的费用，向 Elektra 提供服务和应交付成果。

(F) No Breach of Third-Party Obligations. Contractor and Personnel's fulfillment of their obligations under this Agreement will not breach any obligations they have to any third party.
不违背第三方义务。签约方及服务人员不会因履行其在本协议项下的义务而违背其对任何第三方的任何义务。

(G) No Use of Third-Party Confidential Information. In performing the Services, Contractor will not use or bring to Elektra any third party's confidential or proprietary information unless Contractor obtains the third party's and Elektra's prior written consent.
不使用第三方保密信息。在提供服务时，签约方不会使用或向 Elektra 引入任何第三方的保密信息或专有信息，除非签约方获得第三方和 Elektra 的事先书面同意。

(H) Compliance with Elektra's Procedures, Policies, and Code of Conduct. Contractor and Personnel will comply with:
遵守 Elektra 的程序、政策和行为守则。签约方及服务人员将遵守：

(1) all procedures and policies provided by Elektra (including Elektra's environmental, health, safety, and security procedures) and related management systems, when performing Services at Elektra facilities or using Elektra-provided networks, systems, or equipment; Elektra 提供的所有程序和政策，包括 Elektra 的环境、健康、安全与安保程序及相关的管理系统（当在 Elektra 的处所提供服务或使用 Elektra 提供的网络、系统或设备时）；

(2) Elektra's Supplier Code of Conduct at <https://elektratech.com/supplier-code-of-conduct/>.
<https://elektratech.com/supplier-code-of-conduct/>内的 Elektra 供应商行为准则。

(I) Compliance with Laws. In connection with this Agreement, Contractor and Personnel will comply with all applicable laws and regulations, which may include those identified below. Contractor will use commercially reasonable and good faith efforts to comply with Elektra's due diligence process, including providing requested information.
遵守法律。针对与本协议有关的事项，签约方及服务人员将遵守所有适用的法律和法规，其中可能包括以下列明的法律和法规。签约方将尽商业上合理和符合诚信的努力，遵守 Elektra 的尽职调查程序，包括提供所要求的信息。

(1) Import and Export. Contractor will comply with all applicable import and export laws and trade sanction regulations.
进出口。签约方将遵守所有适用的进出口法律和贸易制裁法规。

(2) Anti-Bribery. Contractor will comply with all applicable campaign finance and gift laws and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit corrupt direct or indirect offers of anything of value to anyone (including government officials) to obtain or keep business or to secure any other improper commercial advantage. Contractor will not: (i) make any facilitation payments to induce government officials to perform otherwise required functions; or (ii) directly or indirectly, pay, offer, or agree to give any campaign contributions or gifts to government officials in connection with the Services. "Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties.
反贿赂。签约方将遵守所有适用的竞选资金和礼品法及反贿赂法律，包括 1977 年美国《反海外腐败法》和 2010 年英国《反贿赂法》。该等法律禁止直接或间接以贿赂手段向包括政府官员在内的任何人提供任何有价物，以获取或保留业务或取得任何其他不正当的商业好处。签约方将(i)不会支付任何疏通费诱使政府官员履行他们本应履行的职能；或(ii)也不会因要提供的服务而直接或

间接向政府官员提供、支付或同意给予任何竞选献金或礼物。“政府官员”包括政府雇员、公共职位候选人、政府拥有或控制的公司和国际公共组织的雇员和政党。

(3) **Employment; Occupational Health and Safety; Right to Work.** Unless otherwise expressly permitted in the Purchase Order, Contractor will use only employed and directly paid employees (W-2 employees in the United States, or the local equivalent under applicable law) to provide Services (including any subcontracted Services). Contractor will comply with all applicable employment and occupational health and safety laws and regulations, including those related to employment practices, wages, and worker classification (such as meal and rest break laws, wage notices, separation pay, and overtime laws) in relation to Personnel. Where Personnel are foreign nationals in the territory, Contractor will ensure they have a valid work permit before assigning them to the Services. Contractor will also ensure all Personnel involved in the Services maintain a valid work permit throughout the Term.

雇佣；职业健康与安全；工作权。除非采购订单中另有明确许可，签约方将仅起用受雇和直接受薪的员工（美国 W-2 员工或适用法律下的当地同等人员）提供服务（包括任何分包服务）。针对服务人员，签约方将遵守所有与雇佣和职业健康与安全相关的适用法律和法规，包括与雇佣实践、工资和工人类别相关的法律（如用餐和休息法、工资通知、解雇费和加班法等）。如服务人员为区域内的外籍人员，签约方将在指派这些外籍人员提供服务之前确保其拥有有效的工作准证。签约方也须确保服务中涉及的所有服务人员在整个合约期间均持有有效的工作准证。

(4) **Tax.** Contractor will comply with all applicable tax laws as to Personnel and the Services. 税务。签约方将遵守与服务人员和服务有关的所有适用税法。

(5) **Modern Slavery.** Contractor will comply with all applicable anti-human trafficking, forced labor, and modern slavery laws and rules. Contractor will take reasonable steps to ensure that no slavery, servitude, forced or compulsory labor, or human trafficking occurs in its provision of Services or supply chain.

现代奴隶制。签约方应遵守所有适用的反对人口贩运、强迫劳动和现代奴隶制的法律和规则。签约方应采取合理措施确保在其提供的服务或供应链中，不含有奴隶、奴役、强迫或强制劳动或人口贩运现象。

(6) **Equal Employment Opportunities.** Contractor is an equal-opportunity employer and does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, gender identity, national origin, disability, marital or veteran status, or any other basis that is prohibited by law.

平等就业机会。签约方为能提供均等机会的雇主，不因年龄、种族、信仰、肤色、宗教、性别、性取向、性别认同、出身国、残疾、婚姻或退役状况或法律禁止的任何其他原因而产生歧视。

(J) **Licenses and Certifications.** Contractor has obtained and will maintain throughout the term of this Agreement all business registration certificates, investment certificates, authorizations, permits and licenses as required by applicable law, to provide the Services to Elektra.

许可与认证。签约商应法律要求已经获得并将在本协议整个期间保有所有的商业登记证书、投资证书、授权许可、准证及许可证，以向 Elektra 提供服务。

9. Defense and Indemnity. 抗辩和赔偿

9.1 Obligations. Contractor will defend and indemnify Elektra, its Affiliates, and their respective directors, officers, and employees against all settlement amounts approved by Contractor and any liabilities, damages, losses, costs, fees (including legal fees), and expenses in connection with any third-party claim or legal proceeding (including action by a government authority) to the extent arising from:

义务。对由下列原因引起的，与任何第三方索赔或法律程序（包括任何政府机构提起的诉讼）相关的所有签约方批准的和解费，以及任何责任、损害赔偿金、损失、成本、费用（包括法律费用）和开支，签约方将向 Elektra 及其关联公司及它们的相应董事、高管和雇员进行赔偿，并为其进行抗辩：

(A) Contractor's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of applicable laws;
签约方违反所作保证，犯有过失、故意不当行为或欺诈，作出不实陈述或违反适用法律；

(B) any property damage, personal injury, or death related to Contractor's performance of the Services;
与签约方履行服务有关的任何财产损失、人身伤害或死亡；

(C) any Contractor's breach of Section 6 (Confidentiality; Publicity; Privacy and Security) or applicable data protection laws;
签约方违反第 6 条（保密；公开；隐私与安全）的规定或适用的数据保护法；

(D) any allegation by or on behalf of Personnel, including that Personnel are entitled to employee compensation, benefits, Transfer Law or other rights or that is premised on Elektra or its Affiliates jointly or otherwise employing Personnel; or
任何由或代表服务人员提出的主张，包括主张其有权获得雇员工资、福利、转让法或其他权利；或以 Elektra 或其关联公司共同或以其他方式聘用服务人员为前提提出的主张；或

(E) any allegation that use of the Services or Deliverables infringes or misappropriates any third party's rights, including Intellectual Property Rights.
任何对服务或应交付成果的使用侵犯或侵占了任何第三方权利（包括知识产权）的主张。

9.2 Exclusions. This Section 9 (Defense and Indemnity) will not apply to the extent the underlying allegation arises from:

例外。第 9 条（抗辩和赔偿）不适用于因以下原因而提出的主张：

(A) modifications to the Services or Deliverables not authorized or made by Contractor;
or
未经签约方授权或非由签约方作出的对服务或应交付成果的更改；或

(B) compliance with designs or instructions provided by Elektra in writing.
为遵守 Elektra 书面提供的设计或指示。

9.3 Control of Defense. Elektra will tender sole control of the indemnified portion of the legal proceeding to Contractor, but
抗辯控制权。Elektra 将法律程序中赔偿部分的单独控制权提供给签约方，但是

(A) Elektra has the right to approve controlling counsel, such approval not to be unreasonably withheld (and which approval may be withheld or withdrawn if there is a conflict of interest); Elektra 有权批准案件的主导律师，该等批准不得被不合理地搁置（如果存在利益冲突，可搁置或撤销批准）；

(B) Elektra may appoint its own non-controlling counsel; and
Elektra 可能任命自己的非主导律师；

(C) any settlement requiring Elektra to admit liability, pay money, or take (or refrain from taking) any action, will require Elektra's prior written consent.
如有要求 Elektra 承担责任、支付款项或采取（或不采取）任何行动的和解，应获得 Elektra 的事先书面同意。

10. Limitations of Liability.
责任限制。

10.1 Liability. IN SECTION 10 (LIMITATIONS OF LIABILITY), "LIABILITY" MEANS ANY LIABILITY, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES).
责任。在第 10 条（责任限制）中，“责任”系指合同法、侵权法（包括出于过失）或其他法项下的任何责任（无论双方是否能预见或考虑到该等责任）。

10.2 Limitations. SUBJECT TO SECTION 10.3 (EXCEPTIONS TO LIMITATIONS):
限制。在遵守第 10.3 条（限制例外）的前提下：

(A) NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR: 任何一方对以下各项不负有因本协议而起或与本协议有关的任何责任：

(1) THE OTHER PARTY'S LOST REVENUES OR PROFITS;
另一方的收入或利润损失；

(2) INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES; OR
间接、特别、附带或后果性损失；或

(3) EXEMPLARY OR PUNITIVE DAMAGES; AND
示范性或惩罚性的损害赔偿金；并且

(B) EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF:
各方因本协议而起或与本协议相关的总累计责任限于以下金额中的较高者：

(1) US\$1,000,000; OR 美金 1,000,000; 或

(2) THE TOTAL AMOUNTS PAID AND PAYABLE BY ELEKTRA TO CONTRACTOR UNDER THIS AGREEMENT FOR THE 12 MONTHS PRECEDING THE SUBJECT CLAIM.
Elektra 在相关索赔的前 12 个月根据本协议付给及应付给签约方的总金额。

10.3 Exceptions to Limitations. THIS AGREEMENT DOES NOT EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR: 限制例外。本协议中的任何规定不排除或限制任何一方的下述责任:

(A) DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS PERSONNEL; 因其过失或服务人员的过失而造成死亡或人身伤害;

(B) FRAUD OR FRAUDULENT MISREPRESENTATION; 欺诈或不实陈述

(C) BREACH OF SECTION 5 (LICENSES); 违反第 5 条 (许可);

(D) BREACH OF SECTION 6 (CONFIDENTIALITY; PUBLICITY; PRIVACY AND SECURITY); 违反第 6 条 (保密; 公开; 隐私与安全);

(E) ITS OBLIGATIONS UNDER SECTION 3 (PAYMENT) AND SECTION 9 (DEFENSE AND INDEMNITY); OR
在第 3 条 (付款) 和第 9 条 (抗辩和赔偿) 项下的义务; 或

(F) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. 涉及适用法律规定不得排除或限制的其他事项。

11. Termination. 终止。

11.1 Termination for Breach. Either party may immediately terminate this Agreement on written notice if: 违约终止。在以下情况下, 任何一方均可通过发送书面通知, 立即终止本协议:

(A) the other party breaches Section 6 (Confidentiality; Publicity; Privacy and Security), Section 8 (Representations and Warranties), or Section 12.1 (Insurance); or
另一方违反第 6 条 (保密; 公开; 隐私与安全)、第 8 条 (陈述和保证) 或第 12.1 条 (保险);
或

(B) the other party is in material breach of this Agreement and fails to cure that breach within 30 days after receiving written notice from the first party identifying the breach.
另一方严重违反本协议并且在收到非违约方书面违约通知后的 30 天内, 未对违约情况作出纠正。

11.2 Termination for Legal Cause. Either party may immediately suspend performance or terminate this Agreement if an applicable law or an applicable government or court order prohibits such performance.

因法律原因终止。如果任何适用的法律或适用的政府或法院命令禁止上述履行, 则任何一方可立即中止履行或终止本协议。

11.3 Termination for Convenience. Elektra may terminate this Agreement for convenience on written notice to Contractor, subject to Section 11.4(B) (Effects on Invoices).

便利终止。在遵守第 11.4(B)条（对发票的影响）的前提下，Elektra 可基于方面的理由通过向签约方发送书面通知，终止本协议。

11.4 Effects of Termination. 终止的效力。

(A) Effects on Purchase Order. Unless otherwise specified in the termination notice, termination is effective immediately and Contractor will stop work immediately on receipt of the termination notice. Contractor will immediately deliver all Deliverables (including work product in progress) to Elektra in accordance with the terms of this Agreement. Termination of this Agreement terminates all licenses that Elektra granted under the Agreement, including Section 5.1 (Elektra Background IP and Developed IP).

对采购订单的影响。除非终止通知中另有规定，否则终止立即生效，签约方应在收到终止通知后立即停止工作。签约方应按照本协议的条款立即向 Elektra 交付所有应交付成果（包括进行中的工作）。终止本协议也终止 Elektra 根据本协议授予的所有许可 Elektra，包括第 5.1 条（Elektra 的既有知识产权和开发的知识产权）授予的许可。

(B) Effects on Invoices. Elektra will pay for accepted Services and Deliverables invoiced before the date of termination. However, if Elektra terminates for convenience, Contractor may also invoice Elektra for any Services and Deliverables not yet invoiced at a pro-rated price based on the percentage of work completed before the termination date.

对发票的影响。Elektra 将为在终止日期前开具发票的已接受的服务和应交付成果支付费用。但是，如果 Elektra 因便利而终止，签约方也可对任何在终止日期前尚未开具发票的应交付成果和进行中的服务向 Elektra 开具发票，其价格应基于终止日期前已完成服务的比例按比例计算。

(C) Survival. Sections 1 (Definitions), 3 (Payment), 4 (Intellectual Property and Deliverables), 5.2 (Contractor Background IP), 6 (Confidentiality; Publicity; Privacy and Security), 7 (Independent Contractor; Personnel), 8 (Representations and Warranties), 9 (Defense and Indemnity), 10 (Limitations of Liability), 11.4 (Effects of Termination), and 12 (General) will survive any termination of this Agreement.

持续有效。无论本协议因任何原因终止，第 1 条（定义）、第 3 条（付款）、第 4 条（知识财产与应交付成果）、第 5.2 条（签约方的既有知识产权）、第 6 条（保密；公开；隐私与安全）、第 7 条（独立订约人；服务人员）、第 8 条（陈述和保证）、第 9 条（抗辩和赔偿）、第 10 条（责任限制）、第 11.4 条（终止的效力）和第 12 条（一般规定）继续有效。

12. General. 一般规定。

12.1 Insurance. Contractor will maintain insurance policies in accordance with Attachment B (Insurance).

保险。签约方应按照附录 B（保险）的规定持有保单。

12.2 Property Damaged or Not Returned. Contractor will, at Elektra's option, promptly repair, replace, or compensate Elektra for the value of any Elektra property that is: (A) lost or damaged by Personnel; or (B) not returned on completion of the applicable Services.

财物损坏或不退还。如果 (A) 服务人员损坏、遗失 Elektra 的任何财物, 或 (B) Elektra 的任何财物在相关服务后完成未予退还, 则签约方应根据 Elektra 的选择, 立即修理、更换该等财物或就其价值向 Elektra 给予补偿。

12.3 Background Checks. To the extent applicable, Contractor will comply with the background check policies in Attachment C (Background Checks).

背景调查。在适用的范围内, 签约方应遵守附录 C (背景调查) 中规定的背景调查政策。

12.4 Records and Audit Rights. 记录和审计权。

(A) **Maintaining Records.** Contractor will maintain complete and accurate records relating to this Agreement.

记录保留。签约方应完整、准确地保留与本协议相关的记录。

(B) **Right to Examine Deliverables.** Elektra may examine the Deliverables and work-in-progress at any time.

检查应交付成果的权利。Elektra 可在任何时间检查应交付成果和正在进行的工作。

(C) **Right to Audit Records.** During the Term, and for one year after this Agreement terminates, Elektra or its third-party auditor may audit Contractor's relevant records to confirm Contractor's compliance with this Agreement. Elektra's auditor will only have access to those records reasonably necessary to confirm such compliance. Contractor will repay Elektra any overcharged amounts by, at Elektra's option, either: (1) promptly issuing a credit to Elektra; or (2) issuing a refund to Elektra within 30 days of Elektra's invoice date. Contractor will reimburse Elektra for all reasonable audit costs if the price discrepancy for any particular invoice exceeds 3 percent. 审计记录的权利。本协议期间及在本协议终止后的一年内, Elektra 或其第三方审计师可对签约方的相关记录进行审计, 以证实签约方遵守本协议。Elektra 的审计师仅有权接触对确认签约方遵守本协议有合理必要的记录。签约方向 Elektra 退还多收的金额, Elektra 可选择让签约方: (1) 及时向 Elektra 开具贷记凭证; 或 (2) 在收到 Elektra 发票日期后的 30 天内向 Elektra 退款。如果任何具体发票的价格差异超过 3%, 签约方向 Elektra 补偿所有合理的审计费用。

(D) **Notice of Government Audits.** If a government authority audits any portion of Contractor's business related to the Services or Deliverables, Contractor will, to the extent permitted by law, promptly notify Elektra and provide Elektra with reasonably-requested information about the audit.

政府审计通知。如果任何政府机构对与服务或应交付成果相关的任何签约方业务进行审计, 在法律允许的范围内, 签约方将及时向 Elektra 告知并提供合理要求的审计相关信息。

12.5 Notices. All notices must be in English and in writing. Notices of breach or termination must be addressed to the other party's Legal Department. The address for notices to Elektra's Legal Department is legal-notices@Elektra.com. All other notices must be addressed to the other party's primary contact. Emails are written notices. Notice will be treated as given on receipt, as confirmed by written or electronic records.

通知。所有通知必须用英文以书面形式发出。所有终止或违约通知必须发送至另一方的法务部门。Elektra 法务部接收通知的地址为 legal-notices@Elektra.com。所有其他通知必须发送给另一

方的主要联系人。通知可通过电子邮件发送，并在收到时视为送达，送达时间以书面或电子记录为准。

12.6 Assignment. Contractor may not assign or transfer its rights or obligations under this Agreement without Elektra's written consent, and any attempt to do so is void. Elektra may assign or transfer any of its rights or obligations under this Agreement to an Affiliate.

转让。未经 Elektra 书面同意签约方不得转让或出让其在本协议项下的权利或义务，任何相关尝试均属无效。Elektra 可将其在本协议项下的任何权利或义务转让或出让给任何关联公司。

12.7 Change of Control. Without limiting Contractor's obligations under Section 12.6 (Assignment), if during the Term Contractor experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction) or sells all or substantially all of its assets, then Contractor will give written notice to Elektra within 30 days after such event. 控制权变更。如果在本协议期间签约方发生控制权变更（比如通过股票买卖、并购或其他形式的公司交易）或出售其所有资产或其所有资产的大部分，在不限限制签约方在 12.6（转让）的义务前提下，签约方应在此等事件发生的 30 天内向 Elektra 发送书面通知。

12.8 Subcontracting. Contractor may not delegate or subcontract any of its obligations under this Agreement without Elektra's written consent. Contractor will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.

分包。未经 Elektra 书面同意，签约方不可委托或分包其在本协议项下的义务。签约方仍将对所有分包的义务和转包商的所有行为或不作为负责。

12.9 Business Continuity. Contractor will maintain a reasonable business continuity and recovery plan that is consistent with generally-accepted industry standards.

业务连续性。签约方将保持合理的业务连续性和符合普遍接受的行业标准的恢复计划。

12.10 No Waiver. A party's delay or omission in exercising any right under this Agreement will not be treated as a waiver of that right. To be effective, a waiver must expressly state the right being waived under this Agreement and be signed by the waiving party.

非弃权。协议一方不行使（或延迟行使）本协议项下的任何权利均不视为放弃此等权利。弃权必须经书面明确表示本协议下要放弃的权利并由弃权方签字方有效。

12.11 No Agency. This Agreement does not create any agency, partnership, joint venture, or employment relationship.

非代理。本协议不致使双方之间产生任何代理、合伙、合资或雇佣关系。

12.12 No Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement unless the Agreement expressly states that there are. The parties can amend, rescind, or terminate this Agreement without any third-party beneficiary's consent.

无第三方受益人。除非协议中有明确的相关说明，本协议下无任何第三方受益人。双方可对本协议进行修改、将其废除或终止，无需任何第三方受益人同意。

12.13 Signatures. Purchase Orders do not need to be signed (unless a signature block is included). The Agreement is effective on Contractor's acknowledgement of or commencement of performance under the Purchase Order.

签署。采购订单无需签署（订单中包括签署栏除非）。协议在签约商确认相关采购订单或开始履行相关采购订单时生效。

12.14 Entire Agreement. This Agreement states all the terms agreed between the parties and supersedes all other agreements between the parties as of the Effective Date relating to its subject matter. In entering into this Agreement, the parties have relied solely on the express statements in this Agreement. Neither party has relied on, and neither party will have any right or remedy based on, any other statement, representation, or warranty (whether made negligently or innocently). Any terms or conditions on a quote, invoice, or other similar document from Contractor related to this Agreement, including any online terms, are void. Where required by applicable law, this Section 12.14 (Entire Agreement) does not apply to false, misleading, or deceptive statements or misrepresentations. The feedback submission interface on the website hosting these terms is intended for technical or typographical issues only. Any feedback or comments provided by Contractor relating to this Agreement will not amend the Agreement's terms.

完整协议。本协议列明双方就本协议标的达成的所有条款，其将取代截至生效日期前双方就本协议标的事项达成的所有其他协议。签署本协议时，双方仅依据本协议中的明确陈述。任何一方均未依赖也不拥有基于其它任何声明、陈述或保证（无论是出于疏忽或是无意作出）的任何权利或救济。签约方与本协议相关的报价、发票或其它类似文件中列出的任何条款或条件（包括任何线上条款）均属无效。在适用法律要求的情况下，本条（完整协议）不适用于虚假、误导性或欺骗性陈述或不实陈述。提供这些条款的网站反馈提交界面仅用于技术或排版问题。签约商就本协议提出的任何反馈或意见仅作为技术或印刷事宜处理，不会对协议条款做任何修改。

12.15 Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

修订。任何修订必须采用书面形式，由双方签署，并且明确说明该修订是对本协议作出的修订。

12.16 Severability. If any part of this Agreement is invalid, illegal, or unenforceable, the rest of this Agreement will remain in effect.

可分割性。如果本协议的任何条款（或条款的部分内容）无效、非法或不可强制执行，则本协议的其余条款仍然有效。

12.17 Order of Precedence. The terms in these T&Cs will take precedence over conflicting terms in the Purchase Order.

优先顺序。如果本条款与条件与采购订单条款存在冲突，将以本条款与条件为准。

12.18 Governing Law. 适用法律。

(A) All claims arising out of or relating to this Agreement ("Dispute") will be governed by the laws of the People's Republic of China ("PRC"), excluding the PRC's conflict of laws rules. 因本协议产生的或与之有关的任何权利请求（“争议”），均将适用中华人民共和国法律，但不适用该等法律中的冲突法规则。

(B) The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the China International Economic and Trade Arbitration Commission ("CIETAC") in accordance with the CIETAC Arbitration Rules in force as of the date of this Agreement ("Rules").

双方应在争议发生后 30 日内善意解决任何争议。双方未能在该期间解决争议的，则必须向中国国际经济贸易仲裁委员会提起仲裁，由该委员会根据其在本协议订立之日有效的仲裁规则（“仲裁规则”）解决该等争议。

(1) There will be three arbitrators who will be appointed as follows: each party will appoint an arbitrator, and the party-appointed arbitrators will nominate a chairperson within 30 days after the confirmation of the last party-appointed arbitrator. If the party-appointed arbitrators fail to nominate a chairperson within 30 days after the confirmation of the last party-appointed arbitrator, CIETAC will nominate a chairperson. The chairperson may be appointed from outside CIETAC's panel of arbitrators in accordance with the Rules.

仲裁庭由根据以下规定指定的三位仲裁员组成：本协议每一方各自指定一位仲裁员；在较晚指定的仲裁员被确认后 30 日内，双方指定的仲裁员将共同指定第三位仲裁员担任仲裁庭主席。若双方指定的仲裁员未能在该 30 日期间内指定仲裁庭主席，该主席将由中国国际经济贸易仲裁委员会指定。仲裁主席可根据仲裁规则的规定，从该委员会的仲裁员小组以外的人士中指定。

(2) The arbitration will be conducted in English in Beijing, PRC.
仲裁将在中国北京进行。仲裁语言为英语。

(3) Pre-hearing information exchange will be limited to the reasonable production of relevant, non-privileged documents and carried out expeditiously.
仲裁前的信息交换限于合理提交不受特权保护的相关文件，并在较短时间内完成。

(4) Except in extraordinary circumstances, the parties intend to conclude the arbitration proceedings within 60 days from the date the final arbitrator is appointed. The arbitral tribunal may extend this time limit in the interests of justice. Failure to adhere to this time limit will not constitute a basis for challenging the award.

除非发生特别情形，双方希望在最后一位仲裁员被指定之日后 60 日内结束仲裁。仲裁庭可在符合公正原则的情况下延长仲裁期限。未能遵守本期限规定并不构成任何一方对仲裁裁决提出异议的依据。

(5) To the extent permitted by PRC law, and without waiving any other remedy under this Agreement, either party may apply to the arbitral tribunal (and any competent court) for equitable or injunctive relief necessary to protect its rights or property pending resolution of the arbitration. The arbitral tribunal may order equitable or injunctive relief consistent with the remedies and limitations in this Agreement.

在中国法律许可的限度内，且在任何一方不放弃本协议项下的任何其他救济的情况下，任何一方均可在仲裁终结前向仲裁庭（或有管辖权法院）申请必要的衡平法救济或禁制令救济，以保护其权利或财产。仲裁庭可签发符合本协议项下救济和限制的衡平法救济或禁制令救济等命令。

(6) The arbitral tribunal will not act as amiable(s) compositeur(s) or ex aequo et bono. 仲裁庭将不充当友好的调解人或友好的仲裁庭。

(7) The arbitral tribunal's decisions will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property. 仲裁庭的裁决具有终局性，对双方均有约束力，并可提交任何有管辖权法院执行，或提交对任何一方或其任何财产有管辖权的法院执行。

(8) Any arbitral proceeding conducted in accordance with this Section will be considered Confidential Information under this Agreement's confidentiality section, including (A) the existence of, (B) any information disclosed during, and (C) any oral communications or documents related to the arbitration proceedings. The parties may also disclose the information described in this Subsection (8) to a competent court as may be necessary to execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private).

根据本条进行的任何仲裁程序，包括(A)仲裁存在的信息；(B)在仲裁期间披露的任何信息；和(C)与仲裁程序有关的任何口头通讯或文件，均将被视为本协议保密条款项下的保密信息。双方可在为执行仲裁裁决所需的限度内，向有管辖权法院披露本项所述的信息，但应要求法院以不公开（秘密）的方式进行审理。

(9) The parties will pay the arbitrators' fees, the arbitrators' appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitral tribunal will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees.

双方将根据仲裁规则的规定，支付仲裁员的费用、仲裁员指定的专家费用与支出，以及仲裁中心的管理费用。仲裁庭可在终局性仲裁裁决中，要求败诉方向胜诉方支付胜诉方就上述费用预付的任何款项。

(10) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitral tribunal's final decision regarding the Dispute.

本协议各方承担各自的律师费和专家费，无论仲裁庭对争议作出何种最终裁决。

(C) If the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are otherwise applicable, the parties expressly exclude them from applicability under the Agreement.

若《联合国国际货物销售合同公约》和《美国统一计算机信息交易法》适用于本协议，则双方在此明确排除该等公约和法律对本协议的适用。

12.19 Translation. If this Agreement is translated into any other language, if there is conflict the English text will take precedence. 翻译。如果本协议被翻译为任何其他语言，且如果其中内容与本英文版本存在冲突，则以英文版本为准。

Attachment A 附录 A

Product Supply 产品提供

This Attachment will apply to the extent that Elektra orders any Product. To the extent this Attachment and the body of the T&Cs conflict, this Attachment will govern.

此附录将在 Elektra 订购任何产品时适用。如若本附录规定与条款与条件内容有冲突，将以本附录为准。

1. Definitions. 定义。

1.1 “Defect” or “Defective” means, with respect to a Product, a failure to meet the Product warranties in Sections 8.1 (Product Specifications) and 8.2 (Product Quality) of this Attachment. “缺陷”或“有缺陷的”就产品而言，指不符合本附录第 8.1 条（产品规格）和第 8.2 条（产品质量）中有关产品质保的规定。

1.2 “Warranty Period” means the 12-month period starting on the date Elektra accepts a Product, unless otherwise noted in the Purchase Order. “质保期”指自 Elektra 接受产品之日起 12 个月的期间，采购订单中另外注明除外。

2. Ordering Product. 产品的订购。

2.1 Ordering. Contractor will provide Products at the prices, delivery dates, and delivery locations for Products specified in the Purchase Order. 订购。签约商将根据采购订单中规定的产品价格、交付日期和交付地点提供产品。

2.2 Changes. Elektra may reschedule Products or change the delivery destination for Products at no cost to Elektra, except that if requested changes materially increase or decrease the cost to provide Products, the parties will negotiate an appropriate adjustment to their obligations under the Purchase Order. 变更。Elektra 无需承担任何费用即可重新安排产品的购买计划或更改产品的交付地点，若 Elektra 要求的变更实质性地增加或减少产品的提供成本，双方将通过磋商对采购订单项下的义务进行适当调整。

3. Product Payment. 产品支付。

Contractor will invoice Elektra upon Elektra’s acceptance of the Products. Correct invoices for Product will include, at a minimum, complete bill-to address, Product part numbers and quantities, description of Products, unit prices, applicable tax or other charges, and extended totals. Elektra is not required to pay any invoice submitted 180 days or more after a Product is shipped.

产品发票。签约商将在 Elektra 接受产品时向 Elektra 开具发票。针对产品开具的正确发票中将至少包括完整的付款方地址、产品部件号和数量、产品说明、单价、适用税费或其它收费以及小计和总计。Elektra 将不需支付产品装运后 180 天后提交的任何发票。

4. Product Delivery. 产品交付。

4.1 Product Shipping. 产品装运。

(A) Delivery Terms; Title Transfer. Unless otherwise specified in the Purchase Order, Contractor will deliver Products FCA (Incoterms 2020) to the applicable delivery destination. Title and risk of loss will transfer from Contractor to Elektra at the delivery destination.

交付条款：所有权转移。除非采购订单另有明示规定，否则，供应商应根据《2020 年国际贸易术语解释通则》FCA 条款（即货交承运人（指定目的地））将产品交付到适用的交付地点。产品的所有权和损失风险将在指定的交付目的地从签约商转移给 Elektra。

(B) Trade Compliance. When Contractor is responsible for exporting or importing Product, Contractor will obtain all authorizations and permits necessary to fulfill all applicable governments' requirements for Product shipment.

贸易合规性。若签约商负责产品的进口或出口事宜，签约商要满足相关政府机构就产品装运的要求和规定，获得所有所需的授权和许可。

(C) Import/Export Information. Upon Elektra's request, Contractor will provide Elektra with any information Elektra reasonably requests regarding Product importation, exportation, or distribution.

进口/出口信息。应 Elektra 要求，签约商要向 Elektra 提供其就产品的进口、出口或经销合理要求的任何信息。

4.2 Product Packing. Contractor will package Products according to any instructions Elektra provides in the Purchase Order, and if none are provided, then according to good commercial practice to ensure safe arrival of the Products.

产品包装。签约商将根据 Elektra 在采购订单中的指示对产品进行包装；若 Elektra 没有发出该等指示，签约商应根据能确保产品安全运抵的良好商业惯例对产品进行包装。

4.3 Advance Delivery. Elektra may refuse any delivery made more than 5 days before the delivery date and Contractor will re-deliver the Product on the correct date at Contractor's expense. 产品提前交付。签约商在交付日期前提前 5 日以上交付产品的，Elektra 可拒绝接收交付的产品；签约商应在正确的日期向 Elektra 重新交付产品，相关费用由签约商承担。

4.4 Excess Product. Elektra may return to Contractor, at Contractor's expense, any quantity of Product exceeding that specified in the Purchase Order.

产品超量。签约商向 Elektra 交付的产品如超过采购订单中规定的数量，Elektra 可向签约商退还超量部分的产品，相关退还费用由签约商承担。

4.5 Late Product Delivery. 产品延迟交付。

(A) If a Product shipment (or part of a shipment) is likely to be delayed, Contractor will: (1) promptly notify Elektra in writing and immediately propose a new delivery date, (2) use best efforts to expedite delayed Product at Contractor's expense, and (3) issue Elektra a discount or refund on the purchase price for Product delivered late, unless otherwise agreed by the parties.

若产品（或部分产品）装运可能延迟，签约商将：(i)立即书面通知 Elektra 并立即拟定新的交付日期；(2)自付费用尽快装运延迟交付的产品；且(3)就延迟交付的产品按该等产品的购买价款向 Elektra 提供一定的折扣或退还该等价款，双方另有约定除外。

(B) In addition to the remedies in Subsection (A), Elektra may (1) cancel without liability the applicable Purchase Order or portions of the Purchase Order for delayed Product that is not yet delivered, or (2) source replacements for delayed Product from another supplier, at Contractor's reasonable expense. 除第(A)条内救济规定外，Elektra 可：(1)取消相关采购订单或针对延迟未交付的产品取消部分采购订单；或(2)通过向其他供应商采购产品来取代延迟交付的产品，由此产生的合理费用由签约商承担。

5. Inspection; Acceptance; Rejection; Defect Replacement. 检验；接受；拒绝；残缺品更换。

5.1 Inspection. Elektra may inspect Product on delivery.
检验。Elektra 可在产品交付时对产品进行检验。

(A) Acceptance. Any Product not rejected within 30 days of receipt will be deemed accepted by Elektra. Elektra's payment to Contractor for Product will not be treated as acceptance. 接受。在收到的 30 天内未被拒收的任何产品将被认为已被 Elektra 接受。但 Elektra 为产品向签约商付款不能被当做接受产品。

(B) Rejection. At Elektra's option, Elektra may: (1) return rejected Products, and Contractor will immediately replace returned Products, at Contractor's expense, including all freight costs; or (2) use the Defective Products and obtain a reduction in price. 拒绝。Elektra 可选择(1)退回被拒绝的产品，签约商应立即更换被退回的产品，相关费用包括所有的运费由签约商承担；或(2)使用有残缺的产品，同时获取一定的价格折扣。

5.2 Defect Replacement Procedure. 有缺陷产品的更换程序。

(A) Remedies. For Product that is discovered Defective during the Warranty Period, Contractor will, at its expense and at Elektra's option:
整改。在质保期间被发现有缺陷的产品，在签约商承担费用前提下，Elektra 可选择：

(1) replace or repair Defective Product and re-deliver such repaired or replaced Product to Elektra within a commercially reasonable time frame agreed to by Elektra, 由签约商在 Elektra 同意的商业合理时限内对有缺陷的产品予以更换或修理，然后再将此等修理过的或更换后的产品交付给 Elektra；

(2) refund Elektra the Product purchase price within 30 days of receiving Elektra's notice that a Product is Defective, or 让签约商在接到 Elektra 的产品有缺陷通知的 30 天内退还产品的采购价；或

(3) reimburse Elektra for the reasonable cost to have the Product repaired within 30 days after receiving Elektra's invoice. 由签约商在接到 Elektra 发票的 30 天内付还 Elektra 修理此等有缺陷产品的合理费用。

(B) Costs. Contractor is responsible for all costs, damages, and liabilities incurred by Elektra as a result of Defective Product.

成本费用。签约商须负责 Elektra 因有缺陷产品而发生的所有成本费用、损害和责任。

(C) Elektra Property. All Products undergoing repair will at all times remain Elektra's property. Elektra 财产。经过修理的所有产品在任何时候都为 Elektra 的财产。

(D) Warranty. Contractor will warrant replacement Product for the longer of 90 days following Elektra's acceptance of the replacement Product or the remainder of the original Product's Warranty Period.

质保。签约商将就更换后的产品提供质保期，质保期为 Elektra 接受该等产品后的 90 日或为原产品质保期的剩余期限，以两者中时间较长的为准。

6. Product License. 产品许可

6.1 Developed IP. For those portions of a Product that are Developed IP, T&Cs Section 4.3 (Developed IP; Deliverables) will apply.

开发的知识产权。对于那些具有开发知识产权的产品部分，本条款与条件第 4.3（开发的知识产权，应交付成果）将适用。

6.2 Other Products. For those portions of a Product that are not Developed IP, Contractor grants to Elektra, its Affiliates, distributors, and end users a perpetual, irrevocable, non-exclusive, worldwide, fully paid-up, royalty-free license to modify, sell, offer for sale, import, and otherwise use and dispose of the Product, including any bug fixes, updates, or upgrades developed by Contractor for the respective Product.

其它产品。对于那些不具有开发知识产权的产品部分，签约商授予 Elektra 及其关联公司、分销商以及用户不可撤销、非排他、全额支付、免版税的永久性全球许可，以进行修改、销售、要约出售、进口及以其他方式使用及处理产品，包括签约商针对相应产品进行的任何错误修复、更新或升级。

7. Failure Analysis. Upon Elektra's request, Contractor will perform a failure analysis of any returned Product that is suspected to be Defective. Contractor will use reasonable efforts to provide Elektra with (A) an initial assessment of the Defect's cause(s) within 1 week of receiving the returned Deliverable; and (B) a final assessment of the Defect's root cause within 3 weeks of receiving the returned Deliverable.

故障分析。签约商应在 Elektra 要求时，对被认为有缺陷而退回的任何产品进行故障分析。签约商将尽合理努力（A）在收到被退回的应交付成果后的 1 个星期内，向 Elektra 提供针对缺陷原因进行的初始评估报告，并（B）在收到被退回的应交付成果后的 3 个星期内提供针对缺陷根本原因进行的最终评估报告。

8. Representations and Warranties. Contractor represents and warrants that:
陈述和保证。签约商陈述并保证：

8.1 Product Specifications. The Products will comply with applicable specifications (in order of ascending precedence): (A) readily made available by Contractor to its customers; (B) identified in

the Purchase Order; or (C) as the parties may otherwise agree to in writing. The Products will be of satisfactory quality and reasonably fit for any purpose made known to Contractor.

产品规格。产品须符合适用的产品规格要求（按优先级升序排列）(A) 签约商可随时向其客户提供产品的规格；(B) 采购订单中规定的规格；或 (C) 双方另行书面同意的规格。产品的质量要令人满意，并在合理程度内适用于签约商已知的任何用途。

8.2 Product Quality. Products will be new, unused, and not refurbished at the time of delivery, and will be safe for any and all normal and foreseeable uses and free from defects in design, materials, and workmanship during the Warranty Period.

产品质量。产品在交付时须为新的、未使用过、未经翻新过的产品，可安全用于任何及所有可预见的用途，且在质保期间无设计、材料与做工方面的缺陷。

8.3 Title. Elektra will acquire from Contractor good and clear title to Product free and clear of all liens, security interests, claims, and encumbrances. 所有权。Elektra 将获得对产品的良好、有效的所有权，无任何留置权、担保权益、索赔和产权负担。

8.4 Software. For software provided by Contractor, the software will not damage, interfere with, or permit unauthorized access to any other existing products or systems on which it is installed or any information residing on those products or systems.

软件。对于由签约商提供的软件，此等软件将不会对其安装所在的任何其它现有产品或系统或这些产品或系统上驻存的任何信息造成损害、干扰或导致未授权访问。

8.5 Pass-Through. Contractor will, to the extent it is contractually permitted to do so, provide to Elektra the benefits of manufacturers' or suppliers' warranties and guarantees for material or equipment incorporated into the Products, and will perform its responsibilities so that such warranties or guarantees remain in full effect.

保证和担保利益的转移。对于产品中所含的由其他生产商或供应商提供的材料或设备，签约商将在合同许可的限度内，向 Elektra 提供该等生产商或供应商对其材料或设备所提供的保证或担保中的利益，并确保该等保证和担保持续有效。

8.6 Conflict Minerals. Contractor will comply with all applicable conflict minerals laws and materials disposal laws. Upon request, Contractor will provide a complete and accurate conflict mineral report detailing the source and chain of custody of conflict minerals (in a format that is at least as comprehensive as the EICC/GeSI reporting template) for each Product.

冲突矿产。签约商将遵守所有适用的冲突矿产法和材料处理法。一经要求，签约商将针对每个产品提供载有冲突矿产来源与监管链信息的完整而准确的冲突矿产报告（格式至少与 EICC/GeSI 报告模板一样详尽）。

9. Additional Defense and Indemnity Terms. 额外的抗辩和赔偿条款。

9.1 Obligations. The following subsections are added to T&Cs Section 9.1 (Obligations): 义务。下列内容加入采购订单条款与条件条款 9.1（义务）。

(A) any property damage, personal injury, or death related to use of a Product; or 与产品使用有关的任何财产损害、人身伤害或死亡；或

(B) any allegation that use, possession, import, distribution, or sale of the Products, alone or in combination with any other product, service, or technology, violates or infringes a third party's rights, including Intellectual Property Rights.

任何针对单独或配合任何其它产品、服务或技术一起使用、拥有、进口、分销或销售产品违反或侵犯了第三方权利（包括知识产权）的主张。

9.2 Remedies. If an injunction preventing continued use of any Products is threatened or granted, Contractor will do the following at its sole expense:

救济。如果有威胁阻止任何产品持续使用的禁令或已正式收到禁令，签约商须自担费用采取以下行动：

(A) procure the right to continue providing the Products in compliance with the Agreement; 获取权力继续按照协议规定提供产品；

(B) modify the Products to make them non-infringing without materially reducing their functionality; or

在不大幅减少产品功能情况下对产品进行修改使其不再侵权；或

(C) replace the Products with a non-infringing, functionally-equivalent alternative. 用功能相当的不侵权替代品替换产品。

10. Termination and Survival. Unless otherwise specified in the termination notice, termination cancels without liability all undelivered Products. Contractor's obligation to deliver non-cancelled Product and Sections 1, 3 (Product Payment), 5.1(B) (Rejection), 5.2 (Defect Replacement Procedure), 6 (Product License), 8 (Representations and Warranties), 9 (Additional Defense and Indemnity Terms), and 10 (Termination and Survival) of this Attachment will survive any termination of the Agreement.

终止与持续有效。除非在终止通知中另行规定，终止即可在不负任何责任情况下取消所有未交付的产品。而签约商对未取消的产品的义务以及本附录条款 1.3（产品支付）、5.1(B) 拒绝、5.2（有缺陷产品的更换程序）、6（产品许可）、8（陈述与保证）、9（额外的抗辩和赔偿条款）以及 10（终止与持续有效）的义务将续存。

11. Governing Law. If the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are otherwise applicable, the parties expressly exclude them from applicability under the Agreement and agree that T&Cs Section 12.18 (Governing Law) will control.

适用法律。若《联合国国际货物销售合同公约》和《美国统一计算机信息交易法》适用于本协议，则双方在此明确排除该等公约和法律对本协议的适用，并同意采购订单条款与条件 12.18 条款（适用法律）将适用。

Attachment B 附录 B

Insurance 保险

During the Term and at its own expense, Contractor will maintain the following insurance coverage, with insurance carriers rated A- or better by A.M. Best Company (or equivalent acceptable rating by local regulatory authority):

在本协议期间，签约方应自担费用向被贝氏评级公司评为 A-或更高级别（或由当地监管机构评定的同等可接受的评级）的保险公司投保以下保险：

1. Standard Coverages. Contractor may use any combination of the following insurance to meet the total limit requirements of this Section.

标准保险。签约方可使用以下任何保险组合，以达到本节规定的投保限额总额要求。

1.1 Commercial General Liability insurance, including contractual liability coverage, on an occurrence basis for bodily injury, death, “broad form” property damage, products and completed operations, and personal and advertising injury, with coverage limits of not less than US\$1,000,000 (or its equivalent in local currency) per occurrence.

商业综合责任险。包括合同责任险，采用发生制理赔方式，每次发生人身伤害、死亡、“广泛”财产损失、产品和完工责任、个人损害及广告侵害的投保限额不低于 1,000,000 美元（或等额本地货币）；

1.2 Workers’ Compensation insurance as required by law in the country or region where the Services or Products will be provided, including employer’s liability coverage for injury, disease and death, with coverage limits of not less than US\$1,000,000 (or its equivalent in local currency) per accident and employee.

提供服务或产品所在国家或地区法律要求的服务人员赔偿险，包括承保伤害、疾病和死亡的雇主责任险；每位员工每起事件的投保限额不低于 1,000,000 美元（等值的当地币额）。

1.3 Umbrella (Excess) Liability insurance on an occurrence form, with coverage limits of not less than US\$1,000,000 (or its equivalent in local currency) per occurrence.

超额责任险。采用发生制理赔方式，每起事件的投保限额不低于 1,000,000 美元（等值的当地币额）。

2. Specific Coverages. 特定保险

2.1 Auto Liability. If Contractor’s provision of Services or Products includes Personnel driving, then Contractor will additionally maintain auto liability insurance coverage for all owned, non-owned and hired vehicles with coverage limits of not less than US\$1,000,000 (or its equivalent in local currency) per occurrence for bodily injury and property damage.

汽车责任险。如果签约方提供的服务或产品包括服务人员驾驶，则签约方还应对所有自有、非自有及租用的车辆持有汽车责任险，并且每起事故可对人身伤害和财产损失提供不少于 1,000,000 美元（等值的当地币额）的限额赔偿。

2.2 Professional Liability. If Contractor's provision of Services or Products includes consultative, design, or development services, then Contractor will additionally maintain professional liability insurance, with coverage limits of not less than US\$1,000,000 (or its equivalent in local currency) per claim.

专业责任险。如果签约方的服务或产品包括咨询、设计或开发，签约方还应持有专业责任险，每起索赔的投保限额应不低于 1,000,000 美元（等值的当地币额）。

2.3 Commercial Crime. If Contractor's provision of Services or Products includes access to financial information, funds, payments, or other financial records, then Contractor will additionally maintain commercial crime insurance on an occurrence form with coverage limits of not less than US\$1,000,000 (or its equivalent in local currency) annual aggregate.

商业犯罪险。如果签约方的服务或产品包括使用财务信息、资金、付款或其他财务记录，则签约方还应持有商业犯罪险，采用发生制理赔方式，年度累计投保限额不低于 1,000,000 美元（等值的当地币额）。

2.4 Network Security and Privacy Liability. If Contractor will collect, store, process or otherwise access any data related to Elektra, its customers, or its employees, then Contractor will additionally maintain network security and privacy liability insurance with coverage limits of not less than US\$1,000,000 per claim, that includes coverage for: (A) Contractor's unauthorized disclosure of, or failure to properly handle, personal or other confidential data; and (B) financial loss, including any related defense expense, resulting from Contractor's wrongful acts in rendering Services or providing Products. If Contractor's professional liability policy includes coverage for network security and privacy liability, then any combined single limit for the policy must be the sum of the limits required for each (i.e., US\$2,000,000).

网络安全和隐私责任险。如果签约方将收集、存储、处理或以其他方式访问与 Elektra、其客户或其员工相关的任何数据，则签约方还应持有网络安全和隐私责任险，且每起索赔的投保限额应不低于 1,000,000 美元，理赔范围包括：(A) 签约方未经授权披露或未能妥善处理个人或机密数据；(B) 因签约方在提供服务或产品过程中的不当行为造成的财务损失，包括任何相关的抗辩费用。如果签约方的专业责任险已包括网络安全和隐私责任险，则保单的任何综合单一责任限额必须是每项限额的总和（即 2,000,000 美元）。

3. Coverage Requirements. 保险要求

3.1 Primary Coverage. Contractor's policies will be considered primary without right of contribution from Elektra's insurance policies.

主要保险。签约方的保单应被视为主要保险，无权用 Elektra 的保单进行分摊。

3.2 Policy Limits. Contractor's policies will apply to the full extent provided by the policies. The coverage requirements in Sections 1 (Standard Coverages) and 2 (Specific Coverages) above will not lower the coverage limits of Contractor's policies, and will not limit Contractor's obligations or liability under this Agreement (including indemnities).

保单限额。签约方的保单应在该等保单规定的全部范围内适用。上述第 1 节（标准保险）和第 2 节（特定保险）的要求不应降低签约方保单的投保限额，并且不会限制签约方在本协议项下的义务或责任（包括赔偿）。

3.3 Additional Insured. Contractor will name Elektra and its Affiliates and their officers, directors, shareholders, employees, agents and assignees as additional insureds in each of the policies required above except for:

附加被保险人。签约方应在上述要求的每一保单上，指定 Elektra 及其关联公司及它们各自的高管、董事、股东、雇员、代理人 and 受让人为附加被保险人，但以下保险除外：

- (A) workers' compensation, 工作人员薪酬险；
- (B) professional liability, and 专业责任险；
- (C) network security and privacy liability policies. 网络安全和隐私责任险。

3.4 Waiver of Subrogation. Contractor will include a severability of interests and waiver of subrogation clause in favor of Elektra in each of the policies required above except for:

放弃代位追偿。签约方将在上述要求的每一保单中，纳入有利于 Elektra 的利益分离和放弃代位追偿条款，但以下保险除外：

- (A) professional liability, and 专业责任险；
- (B) network security and privacy liability policies. 网络安全和隐私责任险

3.5 Cancellation Notice. Contractor will provide Elektra with notice of cancellation of any policy required above in accordance with policy provisions.

取消通知。签约方如果根据保单规定取消上述要求的任何保险，应向 Elektra 发送通知。

4. Contractor Responsible for Own Insurance Coverage. 签约方负责自身保险。

4.1 Contractor's Activities at Own Risk. All of Contractor's activities under this Agreement will be at Contractor's own risk.

签约方的活动自担风险。签约方在本协议项下的所有活动均自担风险。

4.2 No Benefit of Elektra Insurance Policies. Personnel will not be entitled to any benefits under Elektra's insurance policies.

无 Elektra 保单项下权益。服务人员无权获得 Elektra 保单提供的任何权益。

4.3 Contractor Responsible for Subcontractor's Insurance Coverage. Contractor is solely responsible for ensuring that its subcontractors maintain insurance coverage that is usual, reasonable and customary for the services provided by such subcontractors to ensure that Contractor can meet its requirements and obligations under this Agreement.

签约方负责分包商保险。签约方应独自负责确保，其分包商对其提供的服务持有通行、合理、惯常的保险，从而确保签约方能达到本协议项下的要求并履行本协议项下的义务。

5. Certificates of Insurance. 保险证明。

5.1 Evidence of Insurance Coverage. Upon Elektra's request, Contractor will provide evidence of required insurance coverage to Elektra or Elektra's third-party vendor.

保险证据。经 Elektra 要求，签约方应向 Elektra 或其第三方供应商提供所要求的保险证明。

5.2 Elektra Not Obligated to Review Insurance Coverage. Elektra's failure to request, review, or object to the terms of Contractor's certificates of insurance will not:

Elektra 无保险审查义务。若 Elektra 未对签约方的保险证明条款提出要求、进行审查或提出异议：

(A) waive any of Contractor's obligations under this Agreement;
不构成对签约方在本协议项下的义务作出任何弃权；

(B) waive any of Elektra's rights under this Agreement; or
不构成放弃 Elektra 在本协议项下的任何权利；

(C) limit or diminish Contractor's liability under this Agreement.
不限制或减少签约方在本协议项下的责任。

Attachment C 附录 C

Background Checks 背景调查

1. Applicable Categories. To the extent permitted under applicable law, Contractor will complete the background checks required below prior to Personnel performing Services, unless otherwise notified by Elektra. These background checks are not intended to affect the employment of Personnel by Contractor. They are required only to comply with legal obligations and to protect the safety and security of Elektra's personnel, customers, and confidential and personal information.

适用类别。在适用法律允许的范围内，签约方应在服务人员提供服务前，完成以下要求的背景调查，Elektra 另行通知除外。上述背景调查无意影响签约方对服务人员的聘用，而只是为了别满足法定义务的要求，并保护 Elektra 服务人员、客户及受保护信息的安全和牢靠。

1.1 Restricted Individuals. Contractor will ensure that Personnel are not restricted from performing Services by an applicable government authority.

受限制人员。签约方应确保服务人员均不会被相关政府机构限制提供服务。

1.2 Criminal Court / Social Security Number (or local equivalent). If the Services involve unescorted access to Elektra's facilities, remote access to internal Elektra systems, or access to an individual's personal property or personal information, Contractor will additionally perform the following checks on Personnel performing such Services:

刑事法庭/社保号码（或当地等同证件号码）。如果服务涉及无陪同进入 Elektra 处所、远距离访问 Elektra 内部系统或接触任何个人的私人财产或个人信息，则签约方应对提供该等服务的服务人员追加以下调查：

(A) Criminal court checks for all countries of residence and work for the prior 7 years (or such period permitted by law); and

针对之前 7 年（或法律允许的期限内）居住及工作的所有国家进行刑事调查；

(B) Social Security number (or local equivalent) traces.
社保号码（或当地相当证件号）跟踪记录

1.3 Education and Employment Verification. Contractor will perform education and employment verification for all Personnel that are provisioned with Elektra systems or badged facility access.

学历与雇用历史核查。签约方应对配备 Elektra 系统或设施出入许可卡的所有服务人员进行学历和雇用历史核查。

1.4 Driving History. If the Services involve driving, Contractor will additionally perform driving history checks on Personnel performing such Services.

驾驶记录。如果服务涉及驾驶，则签约方应对提供相关服务的服务人员追加驾驶记录查询。

1.5 Credit. If the Services involve access to Elektra's or Elektra's users' financial information, Contractor will additionally perform credit checks on Personnel performing such Services.

信用。如果服务涉及查阅 Elektra 或 Elektra 用户的财务信息，则签约方应对提供相关服务的服务人员追加信用调查。

1.6 Fingerprint. If the Services involve access to children or vulnerable persons, entering personal residences, or providing medical services, Contractor will additionally perform fingerprint checks on Personnel performing such Services.

指纹。如果服务涉及接触儿童或弱势群体、进入个人居住场所或提供医疗服务，则签约方应对提供相关服务的服务人员追加指纹检查。

1.7 Clinical and Scientific. If the Services involve clinical or scientific activities, Contractor will additionally perform the following (or local equivalent) checks on Personnel performing such Services:

临床和科学活动。如果服务涉及临床或科学活动，签约方应对提供相关服务的服务人员追加以下（或当地要求的等同）调查：

(A) FDA Debarment List; 美国食品和药物管理局（FDA）禁止名单；

(B) FDA Disqualified/Restricted/Assurance List;
美国食品和药物管理局（FDA）不合格/限制/保证名单；

(C) PHS Administrative Action Bulletin Board; PHS 行政行为公告牌；

(D) List of Excluded Individuals and Entities (LEIE) Database; and
被排除在外的个人和实体（LEIE）名单数据库；及

(E) FDS Debarment/Disqualification List under the Application Integrity Policy (AIP).
申请诚信政策（AIP）下的 FDS 禁止/不合格名单。

2. Proper Notices; Consents. Contractor will provide all required background check notices to, and obtain signed consent from, Personnel.

适当通知；同意。签约方应针对所要求的全部背景调查，向服务人员提供通知并获得经签署的同意书。

3. Personnel Eligibility Guidelines. 服务人员资格指南。

3.1 Ineligible to Perform Services. Personnel may not perform any Services if a background check reveals the Personnel is restricted from performing the Services under Section 1.1

(Restricted Individuals) of this Attachment and the Personnel is not able to prove error.

无资格提供服务。如果背景调查显示，任何服务人员根据本附录第 1.1 节（受限制人员）的规定，不准履行服务且该服务人员无法证明结果有误，则此人不得提供任何服务。

3.2 May be Eligible to Perform Services, but Requires Additional Review.

可能有资格提供服务，但需进一步审查。

(A) Issues Requiring Additional Review. Contractor must perform additional review to determine if Personnel is eligible to perform Services if a background check reveals any of the following:

要求进一步审查的问题。如果背景调查显示存在以下任何问题，签约方必须进行进一步审查，以确定服务人员是否有资格提供服务：

(1) Criminal Conviction. Personnel has any felony or misdemeanor criminal conviction within the last 7 years (or such period permitted by law).

刑事犯罪。过去 7 年（或法律允许的期限）中，服务人员犯有任何重罪或轻微的刑事罪。

(2) Misrepresentation. Personnel misrepresents:

不实陈述。服务人员针对以下作出不实陈述：

(a) identification numbers (e.g., Social Security number or local equivalent); or

身份号码（如社保号码或当地等同证件号码）；或

(b) any educational or technical qualifications even if not required to perform the Services, including:

任何教育或技术资格（即使并非提供服务所必须的），包括：

(i) an educational degree not earned; 未取得的学历；

(ii) an educational degree for which there is no record of it being earned; or 声称取得的学历其实并无记录；或

(iii) a different major of study than recorded.
主修专业与档案中的不符。

(3) Driving History Issues. For driving history checks:

驾驶记录问题。驾驶记录调查显示：

(a) Personnel's driver license is currently suspended or revoked; or
服务人员的驾照目前已被暂停或吊销；或

(b) Personnel has: 服务人员：

(i) two or more driving violations in a 3-year period; or
3 年内驾驶违规 2 次或以上；或

(ii) two or more convictions in the last 5 years for driving while
under the influence or driving while intoxicated. 过去 5 年中因酒驾被定罪 2 次或以上。

(4) Credit Report Issues. For credit checks, Personnel's credit report shows:
信用报告问题。根据信用调查，服务人员的报告显示：

(a) one or more items in collections, public records or negative
accounts; 讨账记录、公共记录或负账户中有一个或多个项目；

(b) unpaid collections balance greater than or equal to US\$1,000; or
未付账余额达到或超过 1,000 美元；或

(c) any pending bankruptcy or fraud case. 即将破产或涉及欺诈案。

(B) Contractor to Perform Additional Review. Contractor is responsible for performing
any additional review to decide whether Personnel is eligible to perform the Services.
签约方进行进一步审查。签约方负责开展进一步审查，以确定服务人员是否有资格提供服务。

4. Verification of Background Checks. Upon request, Contractor will provide to Elektra or its
third-party vendor verification that it conducted background checks.
背景调查证明。经要求, 签约方将向 Elektra 或其第三方供应商提供其已进行背景调查的证明。