

反商业贿赂协议 Anti-Bribery Agreement

甲方（客户或供应商）：

Party A (Client or Supplier):

统一社会信用代码：

Unified social credit code:

乙方（海大集团及其关联公司）：

Party B (HAID GROUP and its affiliates):

统一社会信用代码：

Unified social credit code:

合同签订地：广州市番禺区

Signed in: Panyu District, Guangzhou

甲、乙双方及双方关联方之间为建立业务合作关系，为维护双方共同利益，促进双方合作体系良好运作，甲方特此与乙方达成如下反商业贿赂协议，甲乙双方均确认双方及双方关联企业之间的磋商、邀请、要约、交易、信息往来、招投标（邀标）、业务询问等全部事宜均是统摄于本协议之下，均须受本协议之约束。

For the purpose of establishing business cooperation relationship between Party A and Party B and its affiliates, safeguarding the common interests of both parties and promoting the good operation of the cooperation system, Party A hereby enters into the following anti-commercial bribery agreement with Party B. Party A and Party B confirm that all matters such as consultation, invitation, offer, transaction, information exchange, bidding (invitation to bid) and business inquiry, etc. between both parties and their affiliates shall be subject to and governed by this agreement.

1. 商业贿赂的定义 Definition of Commercial Bribery

1.1 商业贿赂是指甲方（包括分支机构、子公司）及甲方关联方（其中本协议所指甲方关联方包括但不限于与甲方具有劳动、劳务、灵活用工等关系或存在合作、合伙、合股、参股、控股、收购、联营、代理、受让/转让债权债务、委托清收等经济关系的人员及其配偶、子女、亲友），采用财物或者其他手段贿赂乙方、乙方工作人员或者乙方关联公司人员的行为（不论任何一方是否为获取或是否已实际取得合作项目或合作利益），包括：不得假借促销费、宣传费、赞助费、科研费、劳务费、咨询费、佣金等名义、不得以报销各种费用等方式给付现金和实物、不得给付有价证券（包括债券、股票等）等财产性权益、不得以提供国内外各种名义的旅游、考察等给付财物以外的其他利益的手段给付不正当利益。贿赂目的是否实现以及实现的程度，不影响贿赂行为的成立。甲方工作人员实施的商业贿赂行为，应当认定为甲方的行为。

1.1 Commercial bribery refers to Party A (including its branches and subsidiaries) and Party A's affiliates (Party A's affiliates as referred to in this Agreement include but are not limited to those who have labor, labor service, flexible employment or economic relations with Party A, or who have economic relations such as cooperation, partnership, joint stock, equity participation, holding, acquisition, joint venture, agency, transfer/transfer of

creditor's rights and debts, entrusted collection, etc.) and their spouses, Children, relatives and friends). The act of using property or other means to bribe Party B, Party B's staff or staff of Party B's affiliated companies (regardless of whether either party has obtained or actually obtained cooperation projects or cooperation benefits), including: not using the name of promotion fees, publicity fees, sponsorship fees, scientific research fees, labor fees, consulting fees, commissions, etc., and not paying in the form of reimbursement of various expenses. It is not allowed to pay property rights and interests such as securities (including bonds, stocks, etc.), and it is not allowed to pay illegitimate interests by providing domestic and foreign tourism, investigation and other means of paying other interests other than property. Whether the purpose of bribery has been achieved or not does not affect the establishment of bribery. Any act of commercial bribery committed by Party A's staff shall be deemed to be Party A's act

2. 甲方的权利和义务 Rights and Obligations of Party A

2.1 甲方确认其已向其关联方告知本协议全部内容,并确保其关联方遵守本协议并受协议之约束。甲方应当严格遵守《中华人民共和国刑法》、《中华人民共和国反不正当竞争法》及《关于禁止商业贿赂行为的暂行规定》等相关法律法规中有关禁止商业贿赂行为的规定,以及遵守中国以及任何适用国家或地区的反贿赂和反腐败的法律法规和国际公约的规定,遵守乙方(包括乙方、乙方的母公司、子公司或控股公司等关联公司)的相关廉洁制度要求,且不得违反本协议中有关禁止商业贿赂行为的约定,坚决不进行商业贿赂、贪腐及其他不正当商业行为。

2.1 Party A confirms that it has informed its affiliates of the entire contents of this Agreement and ensures that its affiliates comply with and are bound by this Agreement. Party A shall strictly abide by the provisions of the Criminal Law of the People's Republic of China, the Anti-Unfair Competition Law of the People's Republic of China, the Interim Provisions on the Prohibition of Commercial Bribery and other relevant laws and regulations, as well as the provisions of the anti-bribery and anti-corruption laws and regulations of China and any applicable country or region and international conventions. Party B (including Party B, its parent company, subsidiary or holding company and other affiliated companies) shall comply with the relevant requirements of the integrity system, and shall not violate the provisions of this Agreement on the prohibition of commercial bribery, and shall resolutely not engage in commercial bribery, corruption or other improper business practices.

2.2 甲方不得以获取合作项目或合作利益为目的,而采用财物或者其他手段贿赂乙方、乙方工作人员以及乙方关联公司人员。

2.2 Party A shall not bribe Party B, Party B's staff and Party B's affiliated company personnel by property or other means for the purpose of obtaining cooperation projects or cooperation benefits.

2.3 甲方不得以侵占、挪用、盗窃、欺诈、隐瞒真相、胁迫等手段为自己、乙方工作人员或乙方关联公司人员谋取不正当利益,例如“炒更”、“接私活”等行为。

2.3 Party A shall not seek improper benefits for itself, Party B's staff or Party B's affiliated companies by means of embezzlement, misappropriation, theft, fraud,

concealment of truth, coercion, etc., such as "speculation" or "taking private work".

2.4 甲方或甲方工作人员与乙方、乙方工作人员或者乙方关联公司人员存在直系亲属或其他密切亲属关系的,及/或存在经济关系(包括但不限于合伙、合股、参股、控股、收购、联营、代理、个人债权债务等)的,甲方在知情或应该知情的情况下,应主动向海大集团审计中心、与该人员相关的职能中心或乙方公司负责人披露并主动回避。

2.4 If Party A or its personnel have direct or other close family relationships with Party B, Party B's staff or personnel of Party B's affiliated companies, and/or there is any economic relationship (including but not limited to partnership, joint stock, participation, holding, acquisition, joint venture, agency, personal creditor's rights and debts, etc.), Party A shall, if it knows or should know, shall take the initiative to disclose to the audit center of Haid Group, the functional center related to this person or the person in charge of Party B's company and take the initiative to avoid disclosure.

2.5 甲方须向乙方披露所有存在关联交易的情况。当甲方的股东、实际控制人、董事、监事、高级管理人员是乙方的离职员工、在职员工、或在职员工配偶、近亲属时,甲方须向海大集团审计中心、与该人员相关的职能中心或乙方公司负责人如实披露该情况,并保证不得损害乙方利益。

2.5 Party A shall disclose all related transactions to Party B. If Party A's shareholders, actual controllers, directors, supervisors or senior managers are former or current employees of Party B, or spouses or close relatives of such employees, Party A shall truthfully disclose such information to the Audit Center of Haid Group, the functional center related to such personnel or the person in charge of Party B's company, and guarantee that Party B's interests shall not be harmed.

2.6 甲方保证向乙方提供的任何资质、证照证件、合同等文件及其复印件、扫描件、照片是内容真实、形式合法的,如有违反此条视同违约。

2.6 Party A warrants that any qualification, license, contract and other documents provided to Party B as well as their copies, scanned copies and photos are true in content and legal in form. Any violation of this Article shall be deemed as breach of contract.

2.7 为确保合作双方的财产安全,甲方的资金保证通过双方指定的财务账户流通,不得由个人或其他非指定账户代收。否则,由此产生的一切责任由甲方自行承担。

2.7 In order to ensure the property safety of both parties, Party A shall guarantee the circulation of its funds through the financial accounts designated by both parties and shall not be collected by individuals or other non-designated accounts. Otherwise, all the responsibilities arising therefrom shall be borne by Party A.

2.8 如甲方发现乙方或者乙方关联公司的任何部门、工作人员,以合作项目为由,以乙方或个人名义向甲方或甲方项目经办人、其他工作人员索取或收受财物及其他任何形式的不当利益,或者发现其他公司以公司或个人名义向乙方、乙方工作人员或者乙方关联公司人员直接或间接提供任何形式不当利益的,或者有其他需要披露事项的,甲方有义务向海大集团审计中心、与该人员相关的职能中心或乙方公司负责人投诉或反馈。

2.8 If Party A finds that any department or staff of Party B or Party B's affiliated

companies, in the name of Party B or individuals, ask for or accept property or other improper benefits in any form from Party A or Party A's project manager or other staff in the name of Party B or Party B's personally. If it is found that other companies directly or indirectly provide any form of improper benefits to Party B, Party B's staff or Party B's affiliated companies in the name of companies or individuals, or there are other matters that need to be disclosed, Party A shall be obliged to complain or give feedback to the Audit Center of Haid Group, the functional center related to such personnel or the person in charge of Party B's company.

2.9 甲方接受乙方对甲方在业务合同履行过程中的廉洁合作管理执行情况实行监督, 承诺配合乙方的廉政检查工作, 以及若发生违规行为时配合乙方的案件调查工作, 包括但不限于如实陈述事实、提供相关资料、配合乙方现场调查等。

2.9 Party A accepts that Party B shall supervise the implementation of the management of honesty and cooperation during the performance of the business contract, and undertakes to cooperate with Party B in the inspection of integrity and case investigation in case of violations, including but not limited to truthfully stating facts, providing relevant materials, and cooperating with Party B in the field investigation.

2.10 甲方确认, 乙方有权根据经营情况自主修改相关廉洁制度, 对于修改后制度内容, 乙方及乙方工作人员可通过微信、邮件、书面、电话、短信等方式向甲方或甲乙双方其他任何协议中约定的甲方联系人进行送达, 或通过乙方在指定网站进行公示, 均视为已向甲方进行送达。

2.10 Party A acknowledges that Party B has the right to modify the relevant integrity system independently according to its business conditions, and Party B and its staff may send the modified system contents to Party A or Party A's contact person as agreed in any other agreement by wechat, email, writing, telephone, short message, etc., or publicize the modified system through Party B's designated website. Shall be deemed to have been delivered to Party A.

3. 乙方的权利和义务 Rights and Obligations of Party B

3.1 乙方或者乙方关联公司的工作人员不得以合作项目或者合作利益为由以乙方或个人名义向甲方或甲方工作人员等索取或收受财物及其他任何形式的不当利益。

3.1 Party B or the staff of Party B's affiliated companies shall not, in the name of Party B or individuals, ask for or accept property or any other form of improper benefits from Party A or Party A's staff under the pretext of cooperation projects or cooperation interests.

3.2 若甲方有知悉/怀疑乙方或者乙方关联公司的工作人员有违反本协议第 3.1 条的, 可通过如下渠道进行举报, 乙方承诺举报邮箱由专人掌握并对举报来源严格守密, 乙方接收反商业贿赂举报渠道为: 举报电话: 13828449110 ; 举报微信: hgnkhaid; 举报邮箱: haid-nbsj@haid.com.cn; 举报网站: www.haidajb.com。

3.2 If Party A knows/suspects that Party B or any staff of Party B's affiliated company violates Article 3.1 hereof, Party A may report through the following channels. Party B undertakes that the email address for reporting shall be kept by a special person and the sources of reporting shall be kept strictly confidential. Party B shall receive anti-commercial bribery reports through the following channels:

Telephone number: 13828449110; Wechat: hgnkhaid; Email: haid-nbsj@haid.com.cn;
Website: www.haidajb.com.

4. 违约责任 Liability for Breach

4.1 如甲方或甲方关联方违反本协议的约定, 无论金额大小、财物多少, 亦不论任何一方是否为获取或是否已实际取得合作项目或合作利益, 均视为甲方违反本协议并违反双方及双方关联方已/拟签署业务合同的约定, 且甲方同意乙方有权按下列任一或全部规定进行处理, 甲方对乙方所采取的处理安排不持异议: (1) 乙方有权立即中止/终止与甲方合作, 乙方有权单方解除与甲方签订的业务合同等全部合同, 并永不建立合作关系, 暂停结算全部货款且无需为此支付任何利息/违约金; 且 (2) 如甲方是原料采购供应商, 甲方充分理解并同意: 乙方采用原料集采模式, 为了保护乙方及乙方关联公司的利益, 海大集团及海大集团关联公司均有权暂停支付往来款项直至甲方配合海大集团审计中心完成违规行为的调查。海大集团及海大集团关联公司暂停支付往来款项的行为不构成海大集团及海大集团关联公司违约; 且 (3) 甲方须按照与乙方及乙方关联方的全部业务合作以来的累计全部合作业务款的 30% 向乙方支付违约金, 如给乙方造成损失的, 甲方须承担全部赔偿责任, 包括乙方的直接及间接损失; 且 (4) 乙方有权从货款或各类保证金中直接扣除甲方应付的违约金和赔偿款; 且 (5) 如甲方或甲方工作人员的行为构成违法、犯罪的, 则送交有关单位追究其法律责任。

4.1 If Party A or Party A's affiliates violate the provisions of this Agreement, regardless of the amount of money or property, and regardless of whether either party has obtained or has actually obtained cooperation projects or cooperation benefits, Party A shall be deemed to have violated this Agreement and the business contract signed/proposed to be signed by both parties and their affiliates. And Party A agrees that Party B has the right to handle any or all of the following provisions, and Party A has no objection to the handling arrangements adopted by Party B: (1) Party B has the right to immediately suspend/terminate the cooperation with Party A, unilaterally terminate the business contract and all other contracts signed with Party A, and never establish a cooperative relationship, suspend the settlement of all the payment for goods without paying any interest/liquidated damages; and (2) If Party A is a supplier of raw materials, Party A fully understands and agrees that Party B adopts the raw materials collection mode, in order to protect the interests of Party B and its affiliated companies, Haid Group and its affiliated companies have the right to suspend payment of current payments until Party A cooperates with the Audit Center of Haid Group to complete the investigation of violations. The suspension of current payments by Haid Group and its affiliates shall not constitute a breach of contract by Haid Group and its affiliates; and (3) Party A shall pay liquidated damages to Party B equal to 30% of the total amount of cooperation business accumulated since all business cooperation with Party B and Party B's affiliates. If any losses are caused to Party B, Party A shall bear all the liabilities for compensation, including the direct and indirect losses of Party B; and (4) Party B shall have the right to directly deduct the liquidated damages and compensation payable by Party A from the purchase price or all kinds of deposits; and (5) If the act of Party A or Party A's staff constitutes an illegal or criminal act, it shall be sent to the relevant unit to

investigate its legal responsibility.

4.2 乙方工作人员如有违反本协议的，一经查实，乙方将对责任人给予警告、处分、直至解除劳动合同。构成犯罪的，则送交司法机关追究其法律责任。

4.2 If any employee of Party B violates this Agreement, once it is found out, Party B will give the responsible person a warning, sanction or even terminate the labor contract. If the case constitutes a crime, it shall be transferred to the judicial organ for investigation of its legal responsibility.

5. 其他约定 Other agreement

5.1 本协议履行中所发生的一切争议，双方首先应通过友好协商解决，如协商不成，双方同意向合同签订地人民法院提起诉讼。因甲方违约给乙方造成的诉讼费用和合理开支（包含律师费、诉讼保全保险费、调查费和其他开支）由甲方承担。

5.1 All disputes arising from the performance of this Agreement shall be settled by both parties through friendly negotiation. If no agreement can be reached through negotiation, both parties agree to file a lawsuit with the people's court at the place where this Agreement is signed. Party A shall bear the litigation costs and reasonable expenses (including attorney's fee, litigation security insurance premium, investigation fee and other expenses) caused to Party B by Party A's breach of contract.

5.2 本协议经甲、乙双方签字盖章后生效。本协议与甲乙双方及甲方双方关联方之间全部业务合同具有同等法律效力，作为业务合同的附件，且本协议可独立生效。如本协议与业务合同不一致的，以本协议为准。双方业务合作关系的中止、变更或解除，不影响甲方对乙方的承诺效力及乙方按本协议内容追究责任及要求赔偿损失的权利。本协议对甲、乙双方持续产生约束力，双方诚信经营义务不因业务合同履行完毕而终止。

5.2 This Agreement shall come into force upon being signed and sealed by both parties. This Agreement shall have the same legal effect as all business contracts between Party A and Party B and Party A's affiliates. It shall be annexed to the business contract and shall be effective independently. In case of any inconsistency between this Agreement and the business contract, this Agreement shall prevail. The suspension, alteration or rescission of the business cooperation between the Parties shall not affect the validity of Party A's commitment to Party B and Party B's right to pursue liability and claim compensation for losses according to the contents of this Agreement. This Agreement shall continue to be binding upon both parties, and the parties' obligation to operate in good faith shall not be terminated upon completion of the business contract.

5.3 如乙方未坚决要求甲方履行本协议的任何条款、承诺、限制、规定及与本协议相关的补充协议，或行使任何违约救济权利，及/或乙方接受甲方整改、支付廉洁违约金或其他费用，并不视为乙方放弃追究甲方违约责任的权利。乙方暂时不行使其在本协议下的全部或部分权利，并不等于其放弃该等全部或部分权利，将不会影响乙方根据本协议其他条款、相关补充协议、承诺、限制或规定对目前或日后甲方违约责任的追究。如乙方放弃本合同项下的任何权利，须以乙方盖章的书面文件为准。乙方书面放弃追究部分违约责任，或放弃部分权利，并不等于其放弃在本协议下的其它权利。本协议部分条款的无效，不影响其它条款的效力。

5.3. If Party B fails to firmly require Party A to perform any of the terms, commitments, restrictions, provisions and supplementary agreements related to this Agreement, or exercise any remedy right for breach of contract, and/or accept rectification by Party A, pay liquidated damages or other fees for integrity, it shall not be deemed that Party B gives up the right to hold Party A liable for breach of contract. Party B's failure to exercise all or part of its rights under this Agreement shall not constitute a waiver of all or part of such rights, and shall not affect Party B's liability for current or future breach of Party A in accordance with other provisions of this Agreement, related supplementary agreements, commitments, restrictions or provisions. If Party B gives up any of its rights hereunder, the written documents sealed by Party B shall prevail. Party B gives up the liability for breach of contract or rights in writing shall not constitute a waiver of other rights hereunder. The invalidity of some provisions of this Agreement shall not affect the validity of other provisions.

5.4 本协议非格式合同，本协议项下全部内容均非格式条款，均系由甲方和乙方协商确认。对本协议的任何条款包括但不限于甲、乙各自或共同的限制或免除责任的条款，双方均在对方的提示下予以了充分关注，甲、乙双方同意以签署本协议的方式确认本条前述内容。

5.4 This Agreement is a non-standard contract. All contents hereunder are non-standard terms and are confirmed by Party A and Party B through negotiation. Any provision of this Agreement, including but not limited to the limitation or exclusion of liability of Party A and Party B respectively or jointly, has been given full attention by the parties at the prompting of the other party, and Party A and Party B agree to confirm the foregoing by signing this Agreement.

5.5 本协议受中华人民共和国法律约束并按其解释，而不参考冲突法规范。本合同有中文、英文两种文本，若中英文两种语言文本有冲突，以中文文本为准。

5.5 This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China without reference to conflict of laws. This Contract is executed in both Chinese and English. In case of any conflict between the two versions, the Chinese version shall prevail.

(以下无合同正文，为签署页)

((There is no text of the contract below, which is the signing page))

签订时间： 年 月 日

Signed on:

甲方（盖章）：

Party A (Seal)

乙方（盖章）：

Party B (Seal)

法定代表人或授权代表：

Legal representative

法定代表人或授权代表：

Legal representative

or authorized representative:

or authorized representative:

