

Partner Base Terms

合作伙伴基本条款

These “Partner Base Terms” are agreed between the Siemens entity (“Siemens”) and the partner (“Partner”), both referred to as “Party”, together as “Parties” by concluding an Execution Form.

本《合作伙伴基本条款》由西门子实体（简称“西门子”）与合作伙伴（简称“合作伙伴”）通过签署签署表达成。西门子与合作伙伴单称“一方”，合称“双方”。

Capitalized terms are defined [at the end of the document](#) or elsewhere in the Partner Agreement.

加粗术语定义见[本文件末尾处](#)或合作伙伴协议的其他部分。

Partner Agreement structure 合作伙伴协议结构



Partner Base Terms 合作伙伴基本条款

1. Partner Agreement, order of precedence 合作伙伴协议、效力优先次序

The “Partner Agreement” consists of the following, listed in order of precedence:

《合作伙伴协议》由以下文件组成，其效力优先次序如下：

- **Execution Form**
签署表
- **Program Exhibit, if applicable**
计划附录（如适用）

- **Partner Base Terms**

- 合作伙伴基本条款**

Each Execution Form, and Program Exhibit (if any) applies only to the partner relationship described therein.

每一份**签署表**和**计划附录**（如有）仅适用于其中载明的合作伙伴关系。

2. Partner Program, Partner Policies, fees 合作伙伴计划、合作伙伴政策、费用

2.1. Partner Program 合作伙伴计划

The scope of the relevant Partner Program and the roles and responsibilities of each Party and/or relevant Affiliates may be further described in the Execution Form or in one or more Program Exhibits.

相关**合作伙伴计划**的范围以及每一方和/或相关**关联方**的角色和职责，可能会在**签署表**或一个或多个**计划附录**中作进一步详细说明。

2.2. Partner Policies 合作伙伴政策

Partner will comply with the Partner Policies which describe the benefits and requirements related to the Partner Program. Siemens may revise the Partner Policies with binding effect on Partner. All changes will be published on the Siemens Partner System or otherwise communicated to Partner in writing. Partner will be notified in advance of material changes to Partner Policies. Partner shall provide written confirmation within 30 days of receiving the notification. If Partner objects to any such material changes, either Party may terminate the Partner Agreement on an extraordinary basis by providing 60 days' prior notice.

合作伙伴应遵守**合作伙伴政策**，该政策载明了与**合作伙伴计划**相关的权益和要求。**西门子**可修改**合作伙伴政策**，修订内容对**合作伙伴**具有约束力。所有变更将发布在**西门子合作伙伴系统**上，或以书面形式通知**合作伙伴**。若**合作伙伴政策**发生实质性变更，**西门子**将提前通知**合作伙伴**。**合作伙伴**应在收到通知后的 30 天内予以书面确认。如**合作伙伴**反对任何此类实质性变更，任何一方可通过提前 60 天通知的方式，以此特别理由终止**合作伙伴协议**。

2.3. Fees 费用

Partner Programs are not subject to a partner fee unless otherwise foreseen in the Partner Agreement. The Partner Program may include additional paid services, which may be subject to separate conditions to be agreed between the Parties.

除非**合作伙伴协议**另有规定，**合作伙伴计划**不收取**合作伙伴费用**。**合作伙伴计划**可能包含额外的付费服务，此类服务可能受**双方**另行约定的条件约束。

3. Partner classification and Partner Target Agreement 合作伙伴分级和伙伴目标协议

3.1. Partner classification 合作伙伴分级

Unless explicitly stated otherwise elsewhere in the Partner Agreement, Partner will be initially classified as Authorized Company. To become a Certified Partner, Partner must

除非**合作伙伴协议**中另有明确规定，**合作伙伴**最初将被归类为**授权公司**。要成为**认证合作伙伴**，**合作伙伴**必须：

- a. be accepted by Siemens into a specified Partner Program and
被**西门子**接受加入特定的**合作伙伴计划**，并且
- b. fulfill the requirements as described in the Partner Policies. Certified Partners may be classified by Siemens either as Silver, Gold or Platinum Partner Level. Criteria for

classification and any corresponding benefits and requirements of the Partner Programs are described in the Partner Policies.

满足**合作伙伴政策**中载明的要求。西门子可将**认证合作伙伴**分为**银牌、金牌或白金级合作伙伴**。分级标准以及任何相应的**合作伙伴计划**的权益和要求见**合作伙伴政策**描述。

3.2. Partner Target Agreement 合作伙伴目标协议

The specifics of the partnership may be set forth between the Parties in a Partner Target Agreement (“PTA”).

合作伙伴关系的具体细节可由双方在**合作伙伴目标协议**（“PTA”）中约定。

4. Transactions 交易

4.1. Transactions 交易

Transactions with Customers will be performed by Partner in its own name and on its own account. Transactions between Partner and Siemens, if any, will be subject to a separate Commercial Agreement if not regulated otherwise in other elements of the Partner Agreement.

合作伙伴与客户的交易应以**合作伙伴**自身名义进行，并由其自担风险。合作伙伴与**西门子**之间的交易（如有）应受单独的**商务协议**约束，除非**合作伙伴协议**的其他部分另有规定。

4.2. Resale prices and commercial terms 转售价格和商业条款

Partner is entitled to set its own resale prices and commercial terms with Customers.

合作伙伴有权自行设定与**客户**之间的转售价格和商业条款。

4.3. Specific requirements for software and/or cloud Offerings for Resale 软件和/或基于云的供转售的产品的特定要求

For software and/or cloud Offerings for Resale, Siemens may determine specific requirements, e.g. that Offerings require acceptance of certain “Minimum Terms” for their use or the direct acceptance by Customer of terms of use with Siemens.

对于**软件和/或基于云的供转售的产品**，**西门子**可设定特定要求，例如，要求**客户**接受特定的“**最低必备条款**”才能使用产品，或要求**客户**直接接受与**西门子**之间的使用条款。

5. Roles and responsibilities 角色与职责

5.1. Reporting 报告

Partner and Siemens may agree on a method for conducting regular business reviews and submission of status reports. Each Party retains sole discretion regarding its offerings and roadmap. As reasonably requested by Siemens, Partner, at its own expense, will provide information and reports relevant for the respective Partner Program. Partner will omit competitively sensitive information, such as end user pricing, from any such reports.

合作伙伴与**西门子**可就定期业务评估和提交业务情况报告的方法达成一致。每一方仍对其产品和路线图保留完全的自主决定权。应**西门子**合理要求，**合作伙伴**应自费提供与相应**合作伙伴计划**相关的信息和报告。**合作伙伴**在任何此类报告中均应隐去具有竞争敏感性的信息，如最终用户价格。

5.2. Partnership managers 合作伙伴关系经理

If required by the respective Partner Program, both Parties will appoint a designated individual to drive the strategic direction of the partnership and manage the PTA (“Partnership Manager”). The Partnership Manager will coordinate the work of necessary resources of either Party, as

well as actively support the field organizations in pursuits, sales and delivery activities. Either Party may change its Partnership Manager by giving notice to the other.

如相应**合作伙伴计划**要求，双方应各指派一名人员负责推动合作伙伴关系的战略方向并管理**合作伙伴目标协议**（“**合作伙伴关系经理**”）。**合作伙伴关系经理**应协调每一方必要资源的投入，并积极支持一线业务的拓展、销售及交付活动。任一方均可通过通知另一方的方式更换其**合作伙伴关系经理**。

5.3. Partner marketing & promotion 合作伙伴营销与推广

To the extent applicable for the Partner Program or agreed otherwise, Partner will use reasonable commercial efforts to promote, advertise, and market Offerings for Resale with a focus primarily on the Territory at Partner's expense. Siemens-approved branding, marketing materials, and messaging may be used by Partner in accordance with the Partner Agreement and any additional requirements for such use posted on the Siemens Partner System. Partner will obtain written consent from Siemens before any media releases or public announcements are made by Partner related to the Partner Agreement. Siemens will not unreasonably withhold such consent.

在适用于**合作伙伴计划**的范围内或另有约定时，**合作伙伴**应尽合理的商业努力，重点在**区域**内自费推广、宣传和营销**供转售的产品**。**合作伙伴**可根据**合作伙伴协议**及**西门子合作伙伴系统**上发布的额外要求，使用经**西门子**批准的品牌标识、营销材料和宣传信息。**合作伙伴**在发布任何与本**合作伙伴协议**相关的媒体新闻或公开声明前，必须获得**西门子**书面同意。**西门子**不得无理拒绝此类同意。

5.4. Siemens marketing & promotion 西门子营销与推广

Siemens will provide Partner with marketing and communications support for the activities described in the Partner Agreement. Such support services may be subject to a fee if explicitly stated elsewhere in the Partner Agreement. Siemens may advertise the signing of the Partner Agreement or any Program Exhibit and disclose Partner's company name, Territory, products offered, general terms, and Partner's rationale for selection of Siemens as a provider.

西门子将为**合作伙伴协议**中载明的活动向**合作伙伴**提供营销和沟通支持。如**合作伙伴协议**其他部分明确规定，此类支持可能需收取费用。**西门子**可对本**合作伙伴协议**或任何**计划附录**的签署进行宣传，并可披露**合作伙伴**的公司名称、**区域**、提供的产品、一般条款以及**合作伙伴**选择**西门子**作为供应商的理由。

5.5. Representations & warranties 陈述与保证

- a. Except as otherwise expressly provided in the Partner Agreement, Siemens makes no representations or warranties, express or implied, regarding any matter, including merchantability or satisfactory quality, suitability, originality, fitness for a particular use or purpose, or results to be derived from the use of any Offering, confidential information, or other materials provided under the Partner Agreement.

除非**合作伙伴协议**另有明确规定，**西门子**不对任何事项作出任何明示或暗示的陈述或保证，包括但不限于适销性或质量满意度、适用性、原创性、对特定用途或目的的适用性，或使用任何**合作伙伴协议**下提供的**产品**、保密信息或其他材料所能获得的结果。

- b. If there is a Commercial Agreement between Siemens and Partner, this describes Siemens' warranties for the Offerings for Resale towards Partners. At its option, Partner may provide additional representations, warranties, or commitments to Customer that Partner alone will fulfill. Partner will ensure that those additional commitments are technically feasible, not contradictory to the technical documentation of the Offerings for Resale, and that they are not attributable to Siemens. Partner agrees to indemnify, hold harmless, and defend Siemens against any and all claims by Customers or third parties arising out of or related to any such additional representations, warranties, or commitments made by Partner.

如**西门子**和**合作伙伴**之间存在**商务协议**，其将载明**西门子**针对**供转售的产品**向**合作伙伴**提供的保证。**合作伙伴**可自行决定向**客户**提供额外的陈述、保证或承诺，并单独承担履行责任。**合作伙伴**应保证该等额外承诺在技术上可行，不与**供转售的产品**的技术文档相抵触，

且不归责于**西门子**。对于因其作出的该等额外陈述、保证或承诺而引起的或与之相关的任何及所有**客户**或第三方索赔，**合作伙伴**应补偿**西门子**、使其免受损害并为其进行抗辩辩护。

5.6. Piracy 盗版行为

- a. Partner will report to Siemens any suspicion of piracy of Offerings or unauthorized use of software or cloud Offerings sold by Partner and take reasonable measures to stop and prevent such unauthorized use in alignment with Siemens.

合作伙伴应向**西门子**报告任何涉嫌盗版或未经授权使用**合作伙伴**销售的软件或基于云的服务的**产品**的行为，并与**西门子**保持一致，采取合理措施制止并防止此类未经授权的使用。

- b. If set forth in the Partner Agreement, Partner will receive compensation in accordance with Siemens' policy provided Siemens assigns such case to Partner. Siemens may conduct investigations related to alleged piracy, use of unauthorized software, violation of license restrictions by Partner, Customers, or prospective Customers. If Partner, a Customer, or a prospective Customer has engaged in prohibited activities, Siemens reserves the right, in addition to all other rights and remedies available to Siemens, to reject new or pending orders from Partner or the relevant Customer or prospective Customer until successful conclusion of the applicable investigation and/or settlement negotiation. Siemens has the sole right to determine the settlement value of a license compliance settlement. Furthermore, if Partner is found to be involved in prohibited activities, Partner will reimburse Siemens for the costs of such investigation.

若**合作伙伴**协议有所规定且**西门子**将此类案件交由**合作伙伴**处理，**合作伙伴**将根据**西门子**的政策获得补偿。**西门子**可针对涉嫌盗版、使用未经授权软件、**合作伙伴/客户**或潜在**客户**违反许可限制的行为进行调查。若**合作伙伴**、**客户**或潜在**客户**从事了禁止性活动，在所有其他权利和救济之外，**西门子**保留在相关调查和/或和解谈判圆满结束前，拒绝接受来自**合作伙伴**或相关**客户**、潜在**客户**的新订单或搁置订单。**西门子**拥有确定此类情况下和解金额的唯一权利。此外，若发现**合作伙伴**参与了禁止性活动，**合作伙伴**应赔偿**西门子**因此类调查产生的费用。

5.7. Safety and security reporting 安全与安全报告

If Partner should become aware of any alleged or actual safety- or cyber security risks or other risks associated with Offerings, Partner will inform Siemens without undue delay. Partner will cooperate with Siemens in applying any remediation measures regarding product safety and cyber security directed by Siemens with respect to such Offerings. Such remediation measures may include but are not limited to implementation of product safety instructions or updates, upgrades and patches required from a cyber security perspective as released by Siemens or its third-party licensors for Offerings as well as implementation of any further product safety and cyber security related actions reasonably requested by Siemens.

若**合作伙伴**知晓任何涉嫌或实际存在的与**产品**相关的安全或网络安全风险或其他风险，**合作伙伴**应毫不迟延地通知**西门子**。**合作伙伴**应配合**西门子**实施**西门子**针对此类**产品**指示的任何产品安全和网络安全补救措施。此类补救措施可能包括但不限于：实施产品安全指引或安装**西门子**或其第三方许可方针对**产品**发布的从网络安全角度所需的更新、升级和补丁，以及实施**西门子**合理要求的任何进一步的产品安全和网络安全相关的行动。

6. Training, qualification, certification and training material 培训、资质、认证及培训材料

6.1. Training, qualification and certification 培训、资质与认证

Partner will employ and maintain personnel and resources with the technical expertise reasonably necessary to fulfill Partner's obligations under the Partner Agreement. Throughout Partner's participation in a Partner Program, Partner is responsible for ensuring that its employees have the qualifications and certifications required by the relevant Partner Policies.

Parties may agree on training, qualification, and certification requirements and measures in the PTA.

合作伙伴应雇佣并维持具备履行本合作伙伴协议项下义务所需的具有技术专长的专业人员和资源。在合作伙伴参与合作伙伴计划期间，合作伙伴应负责确保其员工具备相关合作伙伴政策所要求的资质和认证。双方可以在 PTA 中约定培训、资质和认证的要求和措施。

6.2. Training programs and training material 培训项目与培训材料

- 6.2.1. **Training programs.** Training programs may be offered by Siemens online, at Siemens' offices, or at other locations designated by Siemens. Such training programs are subject to Siemens' standard training terms and conditions. Siemens may provide Partner access to online training materials solely to train its personnel. Partner has no right to use, copy, develop, change, prepare derivative works of, or sublicense such training materials except as expressly provided in the Partner Agreement. No other use of training materials is permitted unless explicitly agreed otherwise elsewhere in the Partner Agreement. Training materials are provided "as-is" and "as-available" without warranties or indemnities of any kind, including any implied warranty of merchantability or of fitness for any particular purpose.

培训项目。 西门子可通过线上、西门子办公场所或西门子指定的其他地点提供培训项目。该等培训项目受西门子标准培训条款和条件的约束。西门子可允许合作伙伴仅用于培训其人员目的访问在线培训材料。除非合作伙伴协议明确规定，合作伙伴无权使用、复制、开发、更改、编制此类培训材料的衍生作品或进行分许可。除非合作伙伴协议其他部分另有明确约定，否则不允许对培训材料进行任何其他形式的使用。培训材料按“现状”和“现有状态”提供，不附带任何形式的保证或补偿，包括任何关于适销性或针对特定目的适用性的暗示保证。

- 6.2.2. **Training material.** Only if explicitly allowed in the Partner Program or with Siemens' prior written consent, Partner may change training materials for its internal business purposes. In such cases, Partner's right to change and personalize the training materials will be limited to allow Partner to

培训材料。 仅在合作伙伴计划明确允许或经西门子书面同意的情况下，合作伙伴方可为内部业务目的更改培训材料。在这种情况下，合作伙伴修改和个性化培训材料的权利仅限于

- add its logos, trade names, and/or contact information to the modified training materials, 在修改后的培训材料中添加合作伙伴标识、商号和/或联系方式；
- translate or otherwise localize the training materials for more efficient or acceptable use, 为更有效或更易接受的使用通过翻译或以其他方式对培训材料进行本地化；
- truncate, rearrange, or combine parts or training materials with other methodologies, tools, or materials used by Partner. 截短、重新编排或将培训材料的部分内容与合作伙伴使用的其他方法、工具或材料相结合。

Partner agrees to indemnify, hold harmless, and defend Siemens and its Affiliates against all third party claims, damages, fines, and costs (including attorney's fees and expenses) relating in any way to Partner's provision of professional consulting, training, services in connection with Offerings.

合作伙伴同意，对于与合作伙伴提供专业咨询、培训及与产品相关的服务有任何关联的所有第三方索赔、损害、罚款和成本（包括律师费和支出），合作伙伴应补偿西门子及其关联方、使其免受损害并为其进行抗辩。

7. Purchase and usage of Siemens Offerings 西门子产品的采购与使用

7.1. Internal use of Offerings 产品的内部使用

Siemens may offer Partner limited, non-transferable access to Offerings for internal use such as training personnel, marketing demonstrations, and internal evaluation free of charge or for a fee.

西门子可免费或基于收费向合作伙伴提供有限的、不可转让的产品使用权限用于其内部使用，例如人员培训、营销演示及内部评估。

7.2. Applicable terms for Offerings 产品的适用条款

Unless agreed otherwise in the Execution Form or the applicable Program Exhibit, the purchase of Offerings, whether for Partner's internal use or for resale, and the respective usage is not governed by the Partner Agreement but will be subject to a separate Commercial Agreement.

除非签署表或适用的计划附录中另有约定，产品的采购（无论是针对合作伙伴的内部使用还是用于转售）及相应使用均不受本合作伙伴协议管辖，而应受单独的商务协议约束。

7.3. Commercial Agreement with an Authorized Party 与授权方的商务协议

To protect the Siemens brand from reputational damage (e.g. in case of counterfeit products), the Partner will procure Offerings for Resale in the scope of this Partner Agreement only from Siemens or an Authorized Party under a respective Commercial Agreement. The Partner will not purchase third party offerings that are counterfeit products of Offerings if the Partner knows or should have known of their counterfeit nature. Any violation against this Section is a material breach of this Partner Agreement. Siemens' audit rights set forth in the Section Compliance of these Partner Base Terms apply accordingly to this Section.

为保护西门子品牌免受声誉损害（例如在出现仿冒产品的情况下），合作伙伴仅应根据相应的商务协议从西门子或授权方采购本合作伙伴协议范围内的供转售的产品。若合作伙伴知道或应当知道其仿冒性质，则合作伙伴不得购买仿冒产品的第三方产品。任何违反本条的行为均构成对本合作伙伴协议的重大违约。西门子在本合作伙伴基本条款中的合规条款中规定的审计权利相应适用于本条款。

7.4. Discounts for Offerings 产品折扣

For the avoidance of doubt, the Partner Agreement itself does not entitle Partner to discounts for Siemens Offerings.

为免疑义，合作伙伴协议本身并未赋予合作伙伴享受西门子产品折扣的权利。

8. Data privacy, Siemens Partner System, Partner data 数据隐私、西门子合作伙伴系统、合作伙伴数据

8.1. Access to Siemens Partner System 访问西门子合作伙伴系统

Siemens will provide Partner access to Siemens Partner System. To access a Siemens Partner System or any Siemens system, each Partner employee with a need to access such systems may be required to

西门子将向合作伙伴提供访问西门子合作伙伴系统的权限。为访问西门子合作伙伴系统或任何西门子系统，每位需要访问此类系统的合作伙伴员工可能被要求：

- a. agree to the system's applicable terms of use and
同意该系统适用的使用条款；且
- b. obtain a personal webkey in a format defined by Siemens and assigned to a unique Partner email address.

以西门子确定的格式获得个人网页密钥并分配给专属的合作伙伴电子邮件地址。

All materials and information contained within the Siemens Partner System constitute Siemens' Confidential Information. Partner will not use any information accessed in the Siemens Partner System for purposes other than those described in the Partner Agreement.

西门子合作伙伴系统中的所有材料和信息均构成西门子保密信息。合作伙伴不得将从西门子合作伙伴系统中获得的任何信息用于合作伙伴协议所述目的之外的其他用途。

8.2. Required information 所需信息

Partner will promptly notify Siemens if and when

合作伙伴应在以下情况下及时通知西门子：

- a. a new employee requires a webkey,

新员工需要网页密钥；

- b. a Partner employee with a webkey is no longer employed by Partner or no longer requires a webkey, or

拥有网页密钥的**合作伙伴**员工不再受雇于**合作伙伴**或不再需要网页密钥；或

- c. Partner becomes aware that any of its employees have accessed or used any information within the Siemens Partner System for purposes other than those described in the Partner Agreement.

合作伙伴发现其任何员工为了本**合作伙伴协议**所述目的之外的其他用途访问或使用了**西门子合作伙伴系统**内的任何信息。

8.3. Partner data 合作伙伴数据

The data of Partner and its employees available via the Siemens Partner System (“Partner Data”) will be processed in Siemens’ partner databases. Such partner databases will only be accessible for entitled employees of Siemens and Siemens’ Affiliates, consultants or IT providers. Siemens reserves the right to add, modify and revise the data entered in the Siemens Partner System, if reasonably required. Furthermore, Siemens will add to the Siemens Partner System personal data of selected Partner’s employees (e.g. contact details, certification status, competencies and performed trainings). Parts of the company data entered into the Siemens Partner System may be published in a “Partner Finder” tool for the duration of the Partner Agreement. Partner herewith consents to such publication.

通过**西门子合作伙伴系统**获取的**合作伙伴**及其员工的数据（“**合作伙伴数据**”）将在**西门子**的**合作伙伴数据库**中进行处理。该等**合作伙伴数据库**将仅供**西门子**及其关联方的授权员工、顾问或IT供应商访问。如有合理需要，**西门子**保留对已录入**西门子合作伙伴系统**的数据进行添加、修改和修订的权利。此外，**西门子**将在**西门子合作伙伴系统**添加选定的**合作伙伴**员工的个人数据（如联系方式、认证状态、能力和已完成的培训）。在**合作伙伴协议**有效期内，录入**西门子合作伙伴系统**的部分公司数据可能会在“**合作伙伴查询**”（Partner Finder）工具中发布。**合作伙伴**特此同意此类发布。

8.4. Financing options 融资方案

For the assessment of financing options that may be offered to Partner, Siemens may share with Siemens Affiliates data in relation to the Partner obtained within the scope of the business relationship of the Parties.

为了评估可能提供给**合作伙伴**的融资方案，**西门子**可以与其关联方共享在双方业务关系范围内获取的与**合作伙伴**相关的数据。

8.5. Partner data administrator 合作伙伴数据管理员

If applicable in the relevant Partner Program, Partner will nominate one of its employees as the “Partner Data Administrator” in the Siemens Partner System. Partner Data Administrator will be granted necessary administration rights for the Siemens Partner System and is entitled to amend or add Partner Data. In case Partner data cannot be corrected, Partner Data Administrator will notify Siemens. Partner Data Administrator can create data entries for Partner branches and offices, provided they are part of the Partner legal entity of the Partner Agreement.

如在相关**合作伙伴计划**中适用，**合作伙伴**应在**西门子合作伙伴系统**中提名一名员工作为“**合作伙伴数据管理员**”。**合作伙伴数据管理员**将被授予**西门子合作伙伴系统**必要的管理权限，并有权修改或添加**合作伙伴数据**。若**合作伙伴数据**无法更正，**合作伙伴数据管理员**应通知**西门子**。**合作伙伴数据管理员**可以为**合作伙伴**的分支机构和办事处创建数据条目，前提是该等实体属于**合作伙伴协议**项下规定的**合作伙伴法律实体**的一部分。

8.6. Data Protection, Data Privacy 数据保护、数据隐私

Siemens and Partner shall comply with the statutory provisions relating to cyber security, data security and personal information protection (hereafter “Applicable Laws”). Partner shall not

disclose to Siemens any state secrets, national core data or important data (all of which shall have the meaning as defined by the applicable laws) during the performance of the Partner Agreement unless otherwise agreed by Siemens. Where Partner discloses to Siemens any data which is subject to legal protection (hereafter "Data") for purpose to perform the Partner Agreement, Partner shall notify Siemens by a written notice in good time prior to the disclosure of the Data, so as to enable Siemens to deal with the Data in a way in compliance with Applicable Laws. Partner hereby warrants the Data provided by Partner to Siemens is lawfully collected and provided and does not infringe the rights and interest of individuals or third parties. In addition, Partner is obliged to satisfy the prerequisites required by Applicable Law, so as to enable Siemens to, for the purpose of performing the Partner Agreement or other reasonable purposes relating to the Partner Agreement, collect, process/entrust a third party to process, use, transfer to a third party, share with a third party, disclose or transfer abroad the Data without any breach of Applicable Laws.

西门子和合作伙伴应遵守与网络安全、数据安全和个人信息保护有关的强制性法律规定（下称“适用法律”）。除非西门子同意，否则合作伙伴应保证其在履行合作伙伴协议的过程中不会向西门子披露任何国家秘密、国家核心数据和重要数据（定义均以适用法律为准）。如果合作伙伴为履行合作伙伴协议之目的向西门子披露任何受适用法律保护的数据（下称“数据”），合作伙伴应在向西门子披露相关数据之前及时书面通知西门子，从而使西门子可以以符合适用法律的方式处理数据。合作伙伴保证数据的收集与提供是合法的，不存在侵犯个人或第三方权益之情形。此外，合作伙伴有义务满足适用法律规定的前提条件，从而使西门子可以为履行合作伙伴协议或其他与合作伙伴协议有关的合理目的合法地收集、处理/委托第三方处理、使用、转让给第三方、与第三方共享、披露或向境外转移数据。

Siemens has formulated a Siemens Business Partner Privacy Notice to specify how Siemens processes and protects the personal information of the contact person at Siemens' Partners, suppliers and customers e.g. with regard to the categories of personal information processed, the purposes of the processing (e.g. performing promotion activities and ensuring compliance with Siemens Business Partner compliance screening obligations (to prevent white-collar or money laundering crimes) etc.), transfer and disclosure of personal information, retention period, data subject's rights, and data privacy contact etc. Partner is obliged to satisfy the prerequisites required by Applicable Laws (including without limitation to the notification and consent obligations under the Applicable Laws), so that Siemens may process the personal information of the contact person of Partner in a way as specified in the Siemens Business Partner Privacy Notice (including any amendment thereof made from time to time). The Siemens Business Partner Privacy Notice can be found by the below link: http://w2.siemens.com.cn/download/Siemens_Business_Partner_Privacy_Notice-en.pdf.

西门子已经制定了《西门子商业合作伙伴个人信息保护声明》，以规定西门子如何处理及保护西门子合作伙伴、供应商和客户的联系人的个人信息，例如关于处理的个人信息的类别、处理的目的（例如进行市场推广活动以及确保遵守（为预防白领犯罪或洗钱而进行的）商业合作伙伴筛查义务等）、个人信息的转让和披露、保留期限、个人信息主体的权利以及个人信息保护联系人等。合作伙伴有义务满足适用法律规定的前提条件（包括但不限于适用法律下要求的告知和获得同意的义务），以使西门子可以根据《西门子商业合作伙伴个人信息保护声明》（包括之后不时的修改）处理合作伙伴联系人的个人信息。《西门子商业合作伙伴个人信息保护声明》可通过以下链接获得：http://w2.siemens.com.cn/download/Siemens_Business_Partner_Privacy_Notice-cn.pdf.

Partner shall deal with all Data received from Siemens or its Affiliates or otherwise become accessible to the Partner in accordance with the Applicable Laws. Partner hereby warrants that: (1) it shall take proper technical and organizational measures which are in line with the Applicable Laws in order to protect the Data against manipulation, loss, destruction and against access by unauthorized persons; and (2) all Data provided by Siemens shall be used solely for the sole purpose of performing the Partner Agreement. Any further statutory or contractual confidentiality obligations remain unaffected by the above clauses.

合作伙伴应按照适用法律的规定处理所有其从西门子或其关联方接收的或其通过其他方式接收的数据，合作伙伴保证：(1)为了确保数据的安全，合作伙伴应采取符合适用法律要求的技术和组织措施来保护合作伙伴所接收的上述数据不受操控、损害、破坏以及未授权人员的访问；(2)西门子

所提供的数据将仅被用于履行**合作伙伴协议**的目的。上述约定不影响任何法定或合同约定的保密义务。

9. Data Sharing 数据共享

If applicable to the Partner Program, the Parties will share relevant data related to the partnership for the benefit of improving the distribution of Offerings for Resale under the following conditions and as further described in the Partner Policies.

如适用**合作伙伴计划**，则双方将根据以下条件和**合作伙伴政策**中的进一步描述，共享有关合作伙伴关系的相关数据，以利于改进**供转售的产品**的分销情况。

For Partners who joins the Electronic Data Interchange (“EDI”) Program, Partners’ Data Sharing shall be further subject to the EDI agreement (if applicable) entered into by the Parties.

对于参加电子数据交换（“EDI”）计划的**合作伙伴**，**合作伙伴的数据共享**应进一步遵守双方达成的EDI协议（如适用）。

9.1. Definitions for Data Sharing 数据共享定义

- a. **“Distribution Data”** means data shared via Siemens Partner System by Partner with Siemens that is related to the partnership, especially in relation to the distribution of Offerings via partners, such as information about the Customer, the relevant sales region and verticals, relevant Offerings and their availability via Partner, Siemens part numbers, actual stock and inventory information about Offerings. For the avoidance of doubt, Partner will not share any information on its resale prices with Siemens.

“分销数据”指**合作伙伴**通过**西门子合作伙伴系统**与**西门子**共享的与**合作伙伴关系**相关的数据，特别是与通过**合作伙伴**分销**产品**相关的数据，例如关于**客户**的信息、相关销售区域和垂直行业的信息、相关**产品**及其通过**合作伙伴**的可获取性的信息、西门子零件号、实际库存及**产品**的盘点信息。为免疑义，**合作伙伴**不会与**西门子**共享任何关于其转售价格的信息。

- b. **“Data Insights”** means data provided by Siemens based on Siemens’ enriched analysis of the Partner Distribution Data and other data available to Siemens, including information about potential cross-selling opportunities and proposals to the Partner for next best actions.

“数据洞察”指**西门子**基于对**合作伙伴分销数据**及**西门子**可获得的其他数据进行富集分析后而提供的数据，包括潜在交叉销售机会的信息及向**合作伙伴**提出的下一步最佳行动建议。

- c. **“Shared Data”** means data exchanged between the Parties in relation to the partnership, especially Distribution Data and Data Insights.

“共享数据”指双方之间交换的与**合作伙伴关系**相关的数据，特别是**分销数据**和**数据洞察**。

- d. **“Data Sharing”** means the exchange of Shared Data between the Parties for the Purpose.

“数据共享”指双方为目的（如下定义）而进行的**共享数据**的交换。

9.2. Purpose and benefits of Data Sharing 数据共享的目的与益处

- 9.2.1. **Purpose of Data Sharing.** The purpose of Data Sharing (“Purpose”) is to improve the distribution of Offerings by e.g.

数据共享的目的。数据共享的目的（“目的”）是通过以下方式改善**产品**的分销，例如：

- a. enabling Partner to better serve its Customers and to increase its sales performance, e.g. by improving its resource management, based on Data Insights and reflect availability of Offerings at Partner;

使**合作伙伴**能够更好地服务其**客户**并提高其销售业绩，例如基于**数据洞察**优化其资源管理，并反映在**合作伙伴处**的**产品**的可供应情况；

- b. optimizing the distribution of Offerings based on the analysis of the Distribution Data, e.g. improving the Offerings and the support by Siemens;
基于对**分销数据**的分析优化**产品**的分销，例如改进**产品**以及**西门子**的支持；
- c. enabling Siemens to verify Partner's adherence to the Partner Agreement and the Commercial Agreement;
使**西门子**能够核实**合作伙伴**对**合作伙伴协议**及**商务协议**的遵守情况；
- d. enabling Siemens to provide applicable warranty or support to Customers and to verify their entitlement; and
使**西门子**能够向**客户**提供适用的保证或支持，并核实其应享权利；以及
- e. optimizing other aspects of the partnership.
优化**合作伙伴关系**的其他方面。

9.2.2. **Benefits of Data Sharing.** In addition to Data Insights, Siemens may provide to Partner other benefits as specified in the Partner Agreement or the Partner Policies.

数据共享的益处。除**数据洞察**外，**西门子**还可向**合作伙伴**提供**合作伙伴协议**或**合作伙伴政策**中规定的其他利益。

9.3. **Rights on Distribution Data 对分销数据的权利**

Partner grants to Siemens all rights to use the Distribution Data within the Purpose as described above, including its sharing with Affiliates.

合作伙伴授予**西门子**在上述**目的**范围内使用**分销数据**的所有权利，包括将其与**关联方**共享。

9.4. **Quality of Shared Data 共享数据的质量**

Each Party confirms it has the necessary authorizations to the Shared Data, including that Partner is permitted to share such Shared Data under the applicable agreements with its Customers. The Parties will make reasonable efforts that all Shared Data is accurate, complete, and up to date. They will promptly notify each other of any discovered inaccuracies and provide correct Shared Data.

每一方确认其拥有**共享数据**所需的授权，包括**合作伙伴**根据其与客户适用的协议可被允许分享**共享数据**。双方应尽合理努力确保所有**共享数据**准确、完整且为最新数据。若发现任何不准确之处，双方应及时通知对方并提供正确的**共享数据**。

10. **Intellectual Property, Siemens Partner Emblem, Partner trademarks, indemnification 知识产权、西门子合作伙伴标识、合作伙伴商标、补偿**

10.1. **Intellectual Property 知识产权**

Each Party will retain all rights in any Intellectual Property or any other proprietary material or information that it owned or developed before the Effective Date or acquired or developed thereafter, without reference to or use of the Confidential Information of the other Party. The Intellectual Property of each Party is subject to the confidentiality obligations set forth in the Partner Agreement. Except as otherwise expressly provided in the Partner Agreement, neither Party grants the other Party any license to its Intellectual Property.

每一方均应保留其在**生效日期**之前拥有或开发的，或在此后在未引用或未使用另一方**保密信息**的情况下获得或开发的任何**知识产权**或任何其他专有材料和信息的所有权利。每一方的**知识产权**均受本**合作伙伴协议**规定的保密义务的约束。除非**合作伙伴协议**另有明确规定，任一方均不向另一方授予其**知识产权**的任何许可。

10.2. **Siemens Partner Emblem 西门子合作伙伴标识**

From the Effective Date Partner has the right to use the Partner Emblem granted to it under the Execution Form and the SIEMENS trademark under the conditions specified in the Siemens Partner Emblem Terms, as available under the following link: <http://www.siemens.com/ptm->

[specific-partner-terms](#). This Section will replace any existing rights to use a Partner Emblem, comparable logos, partner emblems or trademarks of Siemens or any legal entity that, directly or indirectly is controlled by Siemens, controls Siemens or is controlled by a legal entity that directly or indirectly controls Siemens ("Siemens Affiliate") or the mark "SIEMENS" if not expressly stated otherwise herein.

自生效日期起，合作伙伴有权根据签署表授予其的权利，在西门子合作伙伴标识条款（见以下链接：<http://www.siemens.com/ptm-specific-partner-terms>）规定的条件下使用**合作伙伴标识**以及**"SIEMENS"**商标。除非本**合作伙伴基本条款**另有明确规定，本条将取代任何现有的使用**西门子**或任何**西门子关联方**（指直接或间接控制**西门子**、受**西门子**控制或与**西门子**共同受控于某一法律实体的法律实体）的**合作伙伴标识**、类似徽标、合作伙伴标识或商标，或**"SIEMENS"**标志的权利。

10.3. Partner trademarks 合作伙伴商标

Partner grants to Siemens a non-transferable, non-exclusive, royalty-free, limited license to use Partner's trademarks, trade names, or logos for the term of the Partner Agreement and only to the extent reasonably necessary for the purposes described in this Section. Siemens recognizes the value of the goodwill associated with Partner's trademarks and that such goodwill belongs to Partner. Upon termination or expiration of the Partner Agreement, Siemens will discontinue the use of trademarks owned or controlled by Partner upon request. Siemens sales and product documentation that reference Partner and its Trademarks will be reasonably phased-out. Siemens will provide reasonable assistance to the Partner to assist Partner in the protection of Partner's trademarks to the extent used by Siemens.

合作伙伴授予**西门子**一项不可转让、非独占的、免许可费的、有限的许可，允许其在**合作伙伴协议**期限内，且仅在为本条所述目的所合理必需的范围内使用**合作伙伴**的商标、商号或标志。**西门子**认可与**合作伙伴**商标关联的商誉价值，且该商誉属于**合作伙伴**。在**合作伙伴协议**终止或届满时，**西门子**应根据**合作伙伴**要求停止使用**合作伙伴**拥有或控制的商标。**西门子**引用**合作伙伴**及其商标的销售和产品文档应在合理期限内逐步退出使用。**西门子**将向**合作伙伴**提供合理的协助，以保护**西门子**所使用的**合作伙伴**商标。

10.4. Third party claims 第三方索赔

- a. The Partner will inform Siemens without undue delay in the event a third party, directly or indirectly, raises a claim against Siemens. The Partner will not acknowledge such claims by third parties. The Partner will assist Siemens in defending such claims, including but not limited to claims arising in a lawsuit, and will act only according to the written instructions of Siemens. Siemens will reimburse the Partner for actual reasonable expenses incurred in such defense.

若第三方直接或间接地对**西门子**提出索赔，**合作伙伴**应不迟延地通知**西门子**。**合作伙伴**不得承认此类第三方索赔。**合作伙伴**应协助**西门子**对此类索赔进行抗辩（包括但不限于诉讼中的索赔），并应仅根据**西门子**的书面指示行事。**西门子**应补偿**合作伙伴**因该等抗辩而产生的实际合理支出。

- b. If a third party, based on an alleged infringement of its industrial property rights or copyrights by Offerings used in conformity with the applicable conditions, asserts legitimate claims against the Partner, and Partner has procured the Offerings from Siemens under a respective Commercial Agreement, Siemens will be liable to the Partner in accordance with the relevant provisions of the applicable Commercial Agreement.

若第三方基于其符合适用条件使用的**产品**侵犯其工业产权或著作权而向**合作伙伴**提出合法索赔，且**合作伙伴**是根据相应的**商务协议**从**西门子**处采购该**产品**的，则**西门子**应根据适用的**商务协议**的相关规定对**合作伙伴**承担责任。

- c. If issues arise beyond those mentioned in Section (b) above, Siemens and Partner will negotiate in good faith to reach an amicable settlement agreement, considering their mutual interests.

如出现上述(b)项以外的问题，**西门子**和**合作伙伴**应秉持诚信原则进行谈判，在考虑**双方**共同利益的基础上达成友好和解协议。

10.5. Indemnification 赔偿

Partner will indemnify and defend, at its expense, any action brought against Siemens to the extent that it is based on a claim that any Intellectual Property provided by Partner infringes any copyright, any trade secret, or a patent or trademark of a third party provided that Siemens gives Partner

对于针对西门子提起的、基于合作伙伴提供的任何知识产权侵犯了第三方的任何著作权、商业秘密、专利或商标的索赔而产生的任何诉讼，合作伙伴应自费进行抗辩并赔偿西门子，前提是西门子：

- a. written notice of the claim without undue delay and
不迟延地向合作伙伴发出关于该索赔的书面通知；且
- b. all requested information and reasonable assistance related to the claim.
提供与该索赔相关的所有要求的信息和合理协助。

Siemens will not acknowledge such claims of the third party without Partner's consent.

未经合作伙伴同意，西门子不得承认此类第三方索赔。

11. Compliance 合规

11.1. General compliance 一般合规

Both Parties are committed to responsible business conduct and together achieve commercial success through legal, ethically responsible, and dependable actions. Each Party will comply with applicable laws and regulations under or in relation to the Partner Agreement, including, without limitation, those relating to anti-corruption, antitrust, anti-money laundering, fraudulent behavior, human rights, data privacy, and trade compliance/export control. Any violation by a Party to the foregoing part of this Section about General Compliance will be considered a material breach. Each Party agrees to maintain an adequate and effective compliance management system to ensure compliance with applicable laws and regulations. Information about Siemens Compliance System can be found here:

<https://www.siemens.com/global/en/company/about/compliance.html>.

双方均致力于负责任的商业行为，并通过合法、符合伦理道德、可靠的行为共同获得商业成功。每一方均应遵守与本合作伙伴协议相关或在其项下的适用法律法规，包括但不限于关于反腐败、反垄断、反洗钱、欺诈行为、人权、数据隐私以及贸易合规/出口管制的法律法规。任一方违反本条关于一般合规的前述部分均应被视为重大违约。每一方同意维持一套充分且有效的合规管理体系，以确保遵守适用法律法规。关于西门子合规体系的信息可见

<https://www.siemens.com/global/en/company/about/compliance.html>.

11.2. Books and records 账簿和记录

Each Party will keep and maintain accurate and reasonably detailed books and financial records, in connection with their activities contemplated in the Partner Agreement. Any costs, fees or expenses will be

针对每一方在本合作伙伴协议项下的活动，每一方均应维持准确且合理详尽的账簿和财务记录。任何成本、费用或支出均应：

- a. recorded in a timely manner,
及时记录；
- b. accurately described in the books and records in sufficient detail (categorizations such as "other", "miscellaneous" or "various" are not permissible) and in a manner which reflects their true nature, and
在账簿和记录中详尽、准确地描述（不允许使用“其他”、“杂项”或“各种”等分类），并以反映其真实性质的方式记录；且
- c. will not be paid in cash.
不得以现金形式支付。

Detailed supporting documents will be retained by each Party.

每一方应保留详细的支持性文件。

11.3. Audit 审计

If Siemens believes in good faith and based on credible information that any of the provisions of this Section about Compliance have been breached or is about to be breached by the Partner, it has the right to audit the Partner's compliance with these provisions, in connection with their activities contemplated in the Partner Agreement. Upon request by the Partner or at the discretion of Siemens, Siemens will select an independent party to conduct the audit, particularly if the audit covers documents containing competitively sensitive information (e.g., resale prices). Partner will fully cooperate in any audit conducted by or on behalf of Siemens.

如西门子基于诚信原则并依据可靠信息认为**合作伙伴**已违反或即将违反本合规条款的任何规定，则**西门子**有权对**合作伙伴**履行**合作伙伴协议**项下活动时对合规条款的遵守情况进行审计。应**合作伙伴**要求，或由**西门子**自行决定，**西门子**将选择一个独立第三方进行审计，特别是在审计涉及包含竞争性敏感信息的文件（例如转售价）时。**合作伙伴**应充分配合由**西门子**或代表**西门子**进行的任何审计。

11.4. Business integrity is the base and core value of all businesses. The Partner is committed to conduct all businesses on the base of ethical principles and act with integrity.

诚信是一切业务的基石和核心价值。**合作伙伴**承诺秉承道德规范开展所有业务并诚信行事。

11.5. Both Parties have the common understanding that use of sales agent may greatly increase anti-corruption risks and impose a high level of legal responsibilities and obligations on the Partner (All activities performed by the agent shall have binding force on the Partner). To ensure that the business activities are conducted in an ethical and transparent manner, and to prevent potential violations of anti-corruption laws, as a principle of Siemens doing business via partner, business partner is not allowed to use sales agents to promote Siemens products. The Partner is fully aware of this principle and hereby agrees to stick to this principle. Any exception to such principle shall be subject to careful assessment and pre-approval of Siemens.

双方一致认为使用销售代理会极大增加反腐败风险，并且会承担很高的法律责任和义务（代理的所有行为对**合作伙伴**具有约束力）。为了确保商业活动以诚信和透明的方式进行，防范可能的违反反腐败法的行为，作为**西门子**通过**合作伙伴**开展业务的一项原则，**合作伙伴**不得使用销售代理推广**西门子**产品。**合作伙伴**完全知悉此原则并在此同意遵守此原则。对该原则的任何例外均须经**西门子**的仔细评估和事先批准。

A sales agent is a person or company that arranges sales transactions on behalf of principal. Sales agents do not purchase and resell products and services (as opposed to partners or resellers), and usually receive a commission from the principal for the business deal. The purchase contracts are typically concluded between the principal and the customer directly.

销售代理是代表委托人安排交易的个人或公司。销售代理不购买和转售产品和服务（不同于**合作伙伴**或转售商），而是通常从委托人获得业务交易的佣金。业务成交后采购合同通常由委托人和客户直接签订。

11.6. If requested by Siemens, the Partner further undertakes to sign and comply with the corresponding additional Compliance Provisions.

如**西门子**要求，**合作伙伴**进一步承诺签署并遵守相关的附加合规条款。

11.7. The Partner guarantees that it does not have any such relationship with any other party, including but not limited to Siemens employee or his/her close relative, or competitors of Siemens, which might present a conflict of interest with performance of the Partner Agreement, or which might present a significant opportunity for the disclosure of Confidential Information, including but not limited to the cases where (a) Siemens employee or his/her close relative operates or engages in non-self-employed activities at the Partner; (b) Siemens employee or his/her close relative holds, directly or indirectly, interests in the Partner; (c) Siemens employee's personal interest may interfere with his/her business decision for the Partner (e.g. financial transaction between the

Partner or the Partner's staff and Siemens employee or his/her close relative); or (d) Partner employee or his/her close relative engages in non-self-employed activities at competitor of Siemens. The Partner warrants that it shall advise Siemens immediately of any conflict as mentioned above that may arise.

合作伙伴保证在合作伙伴协议期间合作伙伴包括合作伙伴员工与他人（包括但不限于西门子的员工或员工近亲属或西门子的竞争者）不存在下述关系：该关系与履行合作伙伴协议可能有利益冲突或可能带来泄露保密信息的重大机会，例如但不限于(a) 西门子员工或其近亲属经营或受雇于合作伙伴；(b) 西门子员工或其近亲属直接或间接持有合作伙伴的权益；(c) 西门子员工个人利益可能影响其对合作伙伴的工作决策的其他情形（例如：合作伙伴或合作伙伴的员工与西门子员工或其近亲属之间有财务来往）；或(d) 合作伙伴员工或其近亲属受雇于西门子竞争对手。合作伙伴保证当上述利益冲突可能发生时立即通知西门子。

- 11.8.** In case of violation of the Partner Agreement regarding compliance, including but not limited to Section 11 and Appendix 1 (Commitments on Compliance), Siemens is entitled to terminate the Partner Agreement. The Partner shall compensate for and hold harmless Siemens from and against any liability, claim, action, fines, punishment and other requests for compensation arising out of or in connection with violation of compliance by the Partner.

如违反合作伙伴协议关于合规的约定，包括但不限于第 11 条和附录 1（合规承诺），西门子有权立即终止合作伙伴协议。因违反合规约定而发生任何责任、索赔、诉讼、罚款、惩罚和其他赔偿要求，合作伙伴将对西门子进行赔偿并使西门子免受损害。

12. Confidentiality 保密

12.1. Non-disclosure of Confidential Information 不披露保密信息

The receiving Party will

接收方应：

- a. not disclose Confidential Information, except (a) on a need-to-know basis to its Affiliates', employees, consultants, contractors, and financial, tax and legal advisors that are bound by confidentiality obligations and use restrictions at least as restrictive as those in the Partner Agreement, or (b) as authorized by the Partner Agreement or otherwise by the disclosing Party;

不披露保密信息，除非：(a) 根据“需要知道”原则披露给其关联方、员工、顾问、承包商以及财务、税务和法律顾问，前述人员或实体应受至少与本合作伙伴协议同样严格的保密义务和使用限制的约束，或 (b) 经合作伙伴协议授权或经披露方另行授权；

- b. use Confidential Information only as required to exercise or enforce rights or perform obligations under the Partner Agreement, and

仅在根据合作伙伴协议行使、执行权利或履行义务所需时使用保密信息；并且

- c. use reasonable care to protect against unauthorized use and disclosure of the disclosing Party's Confidential Information. The receiving Party will be liable for compliance with this Section about Confidentiality by each of its recipients.

采取合理注意义务防止未经授权的使用和披露披露方的保密信息。接收方应对其每一位接收人员遵守本保密条款的情况承担责任。

12.2. Exclusions 排除情形

The obligations in this Section about Confidentiality will not apply to any Confidential Information that

本保密条款项下的义务不适用于以下情形：

- a. is or becomes generally available to the public other than as a result of disclosure by the receiving party in violation of the Partner Agreement,

保密信息并非因接收方违反本合作伙伴协议披露而为公众所普遍知悉；

- b. becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a legal, contractual, or fiduciary obligation of confidentiality,
保密信息由接收方从披露方以外的来源获得，前提是接收方没有理由相信该来源本身受到法律、合同或受托的保密义务约束；
- c. was in the receiving Party's possession without an obligation of confidentiality before receipt from the disclosing party,
在从披露方收到之前，保密信息已为接收方持有且接收方对此并不承担保密义务；
- d. is independently developed by the receiving party without the use of, or reference to, the disclosing party's Confidential Information, or
保密信息系由接收方在未使用或未参考披露方保密信息的情况下独立开发；或
- e. is required to be disclosed by a government authority or law, so long as the receiving party promptly provides the disclosing party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing party to limit the scope of such disclosure.
保密信息被根据政府机关要求或法律要求予以披露，前提是接收方在法律允许的范围内及时向披露方发出关于要求披露的书面通知，并配合披露方限制此类披露的范围。

13. Term & termination 期限与终止

13.1. Term 期限

The Partner Agreement will continue in full force and effect for an initial period of one year from the Effective Date as stated on the Execution Form after signed by both Parties. Thereafter, the Partner Agreement will renew automatically for successive one-year terms. Either Party may terminate the Partner Agreement in accordance with the terms and conditions of the Partner Agreement.

合作伙伴协议自双方签署后，自签署表载明的生效日期起生效，初始期限为一年。此后，合作伙伴协议应自动续展，每次续展一年。任一方均可根据合作伙伴协议的条款和条件终止合作伙伴协议。

13.2. Termination rights 终止权

- 13.2.1. **Termination for convenience.** If not agreed otherwise, either Party may terminate the Partner Agreement provided it gives at least 3 months prior written notice to the other Party.

便利终止。除非另有约定，任一方均可在通过至少提前三个月向另一方发出书面通知的方式终止本合作伙伴协议。

- 13.2.2. **Termination for breach.** Either Party may terminate the Partner Agreement with immediate effect if the other Party is in material breach of the Partner Agreement or fails to observe or perform its obligations under the Partner Agreement and the breach or failure remains uncured for a period of 30 days from receipt of notice from the other Party.

违约终止。若一方严重违反合作伙伴协议或未能遵守或履行其在合作伙伴协议项下的义务，并且在收到另一方通知后 30 天内仍未能纠正该违约或不履行行为，则另一方可立即终止本合作伙伴协议。

- 13.2.3. **Termination for insolvency.** Unless prevented by applicable insolvency laws, either Party may terminate the Partner Agreement or any Program Exhibit upon written notice to the other Party if the other Party

破产终止。除非适用的破产法律禁止，若一方出现以下情况，另一方可通过书面通知的方式终止合作伙伴协议或任何计划附录：

- a. becomes insolvent,
资不抵债；
- b. makes a general assignment for the benefit of creditors,

为债权人利益进行一般转让；

- c. files or has filed against it a petition in bankruptcy, for reorganization or similar arrangement, or for a receiver, trustee, or similar representative for either Party's property or assets or any part thereof, or
申请或被他人申请破产、重组或类似安排，或为其财产或资产的全部或任何部分指定接管人、受托人或类似代表；或
- d. files or has filed against it any other proceedings under applicable insolvency law.
提起或被他人提起适用破产法项下的任何其他程序。

- 13.2.4. **Termination for change of control.** If a third Party acquires all or substantially all of Partner's assets or 50% or more of the voting power of Partner's capital stock, Partner will notify Siemens in writing and, if Siemens determines in good faith that there is a reasonable likelihood of a significant competitive threat to Siemens or uncertainty as to Partner's continued ability to perform its obligations under the Partner Agreement, Siemens may terminate the Partner Agreement immediately upon written notice to Partner.

控制权变更终止。若第三方收购了**合作伙伴**全部或实质上全部资产，或获得了**合作伙伴** 50%或以上的有表决权的股份，**合作伙伴**应书面通知**西门子**。若**西门子**本着诚信原则认定存在重大竞争威胁的合理可能性，或**合作伙伴**继续履行其在本**合作伙伴协议**项下义务的能力存在不确定性，则**西门子**可通过书面通知**合作伙伴**的方式立即终止**合作伙伴协议**。

- 13.2.5. In addition to the above, either Party may terminate the Partner Agreement by written notice to the other Party, such termination shall take effect immediately upon sending a written notice for Good Cause:

除上述条款外，一方有权基于以下正当理由通过单方书面通知的形式立即终止**合作伙伴协议**，终止经发出书面通知立即生效：

“Good Cause” includes, but is not limited to the following,

“正当理由”包括但不限于以下方面：

- a. Partner fails in passing annual review of the Partner Program;
合作伙伴未通过**合作伙伴计划**年度考核；
- b. Termination of the Commercial Agreement, the Partner Program or the PTA;
商务协议、**合作伙伴计划**或**合作伙伴目标协议**终止。

In any event, the Partner Agreement will automatically terminate if either the Commercial Agreement or the PTA is not renewed within six (6) months following its expiration, the Partner Agreement shall be deemed automatically terminated.

任何情况下，如果双方之间的**商务协议**或**合作伙伴目标协议**在到期后六（6）个月之内没有完成续签，**合作伙伴协议**应被视为自动终止。

13.3. **Effect of notice of termination 终止通知的效果**

- a. Upon the effective date of termination or expiration of the Partner Agreement, Partner will
在本**合作伙伴协议**终止或届满的生效日，**合作伙伴**应：
 - cease to represent itself as a Partner of Siemens, and
停止自称为**西门子**的**合作伙伴**，且
 - cease using Offerings and services provided to Partner under the Partner Agreement.
停止使用根据**合作伙伴协议**提供给**合作伙伴**的产品和服务。
- b. Partner will promptly, but in no event later than 15 days following the effective date of termination, deliver to Siemens all copies of any software and documentation, including

summaries, abstracts, updates or changes thereof, and any other Confidential Information or proprietary information of Siemens in the possession of Partner.

合作伙伴应及时（但在任何情况下不得晚于终止生效后 15 天）向西门子交付其持有的所有软件和文档副本（包括其摘要、摘录、更新或变更）以及西门子的任何其他保密信息或专有信息。

c. Termination does not relieve either Party of

终止并不免除任何一方

- its payment obligations under the Partner Agreement;
在本合作伙伴协议项下的支付义务;
- any liability incurred by either Party prior to the effective date of termination.
任何一方在终止生效日前产生的任何责任。

d. Neither Party will have any claim against the other based on termination by the other Party, or as compensation for efforts of a Party during the term of the Partner Agreement which resulted in benefits of the other Party after its termination, unless required by mandatory applicable law.

除非适用法律强制要求，任何一方均不得基于另一方终止协议而向其提出任何索赔，也不得就一方在合作伙伴协议有效期内的努力使另一方在终止后获得的利益而要求补偿。

14. Limitation of liability 责任限制

14.1. Entire and aggregate liability 全部和累计责任

The entire aggregate liability of each Party under the Partner Agreement is limited to the amounts paid or owed to that Party by the other Party under the Partner Agreement (if any) as compensation for its efforts in support of the partnership during the 12-month period immediately preceding the first event, giving rise to the claim. Siemens will only be liable for Offerings if procured by the Partner directly from Siemens and in accordance with the respective Commercial Agreement.

每一方在本合作伙伴协议项下的全部累计责任，以在引起索赔的首个事件发生前 12 个月内，另一方根据本合作伙伴协议就支持合作伙伴关系的努力而向该方支付或欠付的金额（如有）为限。西门子仅对合作伙伴根据相应商务协议直接从西门子采购的产品承担责任。

14.2. Exclusions 责任排除

Even if foreseeable, neither Party will be liable for:

即便可以预见，任一方均不对以下情况承担责任：

- a. any indirect, incidental, consequential, special, exemplary, or punitive damages;
任何间接、附带、后果性、特殊、惩戒性或惩罚性损害赔偿；
- b. loss of production;
生产损失；
- c. interruption of operations;
运营中断；
- d. loss of use;
使用损失；
- e. loss or corruption of data;
数据的丢失或损坏；
- f. contractual claims of third parties;
第三方的合同索赔；
- g. loss of revenue, profits, capital and interest, or anticipated savings.

收入、利润、资本和利息损失或预期节省的收益损失。

14.3. Non-applicability of limitations and exclusions 责任限制和排除的例外

The limitations and exclusions set out in this Section do not apply to either Party's

本条中规定的责任限制和排除情形不适用于任何一方的以下行为：

- a. breach of its payment obligations, license terms, or use restrictions,
违反其支付义务、许可条款或使用限制，
- b. intent, gross negligence, fraudulent misrepresentation, willful misconduct,
故意、重大过失、欺诈性误导、蓄意不当行为，
- c. personal injury or death,
人身伤害或死亡，
- d. indemnification obligations under Section 10, Section 11 and Section 14.7 of the Partner Agreement,
合作伙伴协议第 10 条、第 11 条和第 14.7 条项下规定的赔偿责任，
- e. breach of its obligations or representations and warranties under the Partner Agreement regarding confidentiality, foreign trade compliance, compliance with laws, or data privacy, or
违反其在合作伙伴协议项下关于保密、对外贸易合规、法律合规或数据隐私的义务或陈述与保证，或
- f. the misuse or misappropriation of intellectual property rights.
滥用或侵占知识产权。

For the avoidance of doubt, the liability limitations set out in this Section 14 shall not in any way affect either Party's liabilities under the Commercial Agreement or the PTA.

未免疑义，本第 14 条中规定的责任限制不影响任何一方在商务协议或合作伙伴目标协议项下的责任。

14.4. Consideration of applicable law 适用法律的考量

Furthermore, the limitations and exclusions set out in this Section do not apply to the extent that liability cannot be limited or excluded according to applicable law.

此外，本条规定的责任限制和排除情形在根据适用法律不能限制或排除责任的范围内不予适用。

14.5. Scope of limitations and exclusions 责任限制和排除情形的范围

The foregoing limitations and exclusions apply

上述责任限制和排除情形适用于：

- a. to the benefit of each Party and its Affiliates, and their respective officers, directors, employees, licensors, subcontractors, and representatives, and
每一方及其关联方，以及其各自的高管、董事、员工、许可方、分包商和代表，且
- b. regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.
无论采取何种法律行动，无论是基于合同、法律规定、侵权（包括过失）还是其他。

14.6. Time limitation of claims 索赔时效

Neither Party will be liable for any claim in connection with the Partner Agreement if such claim is brought more than three (3) years after the first event giving rise to the claim has been or should have been discovered by the Party making the claim..

若索赔是在引起索赔的首个事件被提出索赔的一方发现或应当发现之日起三（3）年后提出的，则任何一方均不对与本合作伙伴协议相关的任何索赔承担责任。

- 14.7.** Partner undertakes to indemnify and hold Siemens harmless if any of the undertakings under Section 8, Section 9 of Partner Agreement or the EDI agreement prove to be untrue or inaccurate or violate any warranties thereunder and causes damages, losses or legal liabilities to Siemens.

如合作伙伴在合作伙伴协议第 8 条、第 9 条或 EDI 协议下的任何承诺不实或不准确或违反任何保证导致西门子遭受任何损害、损失或承担法律责任的，合作伙伴应赔偿西门子并使西门子免受损害。

15. Foreign trade 对外贸易

15.1. Definitions 定义

- 15.1.1. Foreign trade regulations:** All applicable sanctions, embargoes, and (re-)export control regulations and in any event those of China, the European Union, the United States of America and any locally applicable jurisdiction.

对外贸易法规：所有适用的制裁、禁运以及（再）出口管制法规，且在任何情况下均包括中国、欧盟、美国及任何当地适用司法管辖区的法规。

- 15.1.2. Restricted licenses and rights:** All intellectual property rights and trade secrets (including any related material or information) transferred or licensed by Siemens to Partner which relate to goods and technology subject to export restrictions as specified in the respective annexes to Council Regulation (EU) No 833/2014 or Council Regulation (EC) No 765/2006.

受限许可和权利：西门子向合作伙伴转让或许可的所有知识产权和商业秘密（包括任何相关材料或信息），且这些权利涉及欧盟理事会第 833/2014 号条例或第 765/2006 号条例相应附件中规定的受出口限制的货物和技术。

15.2. Foreign trade compliance 对外贸易合规

Partner will comply with Foreign Trade Regulations regarding all Offerings and intellectual property rights and trade secrets subject to the Partner Agreement.

合作伙伴应就本合作伙伴协议项下的所有产品以及知识产权和商业秘密遵守对外贸易法规。

15.3. Export checks for Offerings 产品的出口检查

Before Partner performs any transaction with a third party concerning the Offerings, it will ensure that:

在合作伙伴与第三方进行任何涉及产品的交易之前，合作伙伴应确保：

- a. Partner's use, transfer, or distribution of Offerings will not violate or circumvent any Foreign Trade Regulations;
合作伙伴对产品的使用、转让或分销不会违反或规避任何对外贸易法规；
- b. Offerings are not intended for prohibited or unauthorized non-civilian purposes (e.g. armaments, nuclear technology or other defense and military use); and
产品不会被用于禁止的或未经授权的非民用目的（如军备、核技术或其他国防和军事用途）；以及
- c. Partner checked all parties involved in the transaction against restricted party lists issued under the Foreign Trade Regulations.

合作伙伴已依据对外贸易法规发布的限制方名单核查了交易涉及的所有各方。

15.4. No (re-)Export to Russia or Belarus 禁止向俄罗斯或白俄罗斯（再）出口

Partner will:

合作伙伴应:

- a. not sell, export or re-export, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries)), any D Offerings to or for use in Russia or Belarus;
不得直接或间接（例如通过欧亚经济联盟国家）向俄罗斯或白俄罗斯出售、出口或再出口任何产品，或供其使用；
- b. undertake its best efforts to ensure that the purpose of this (re)-export prohibition is not frustrated by any third party;
尽最大努力确保此（再）出口禁令的目的不被任何第三方影响；
- c. maintain an adequate monitoring mechanism to detect conduct by any third party that would frustrate the purpose of this (re)-export prohibition; and
维持充分的监测机制，以发现任何第三方影响此（再）出口禁令目的的行为；以及
- d. not utilize Restricted Licenses and Rights for sale, supply, service, manufacturing, transfer or export, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus and will contractually impose these obligations on its sublicensees.
不得直接或间接利用受限许可与权利向俄罗斯或白俄罗斯进行销售、供应、服务、制造、转让或出口，或供其使用，并应在合同中要求其分许可方承担该等义务。

15.5. Digital Offerings 数字产品

Partner will:

合作伙伴应:

- a. not download, install, access, or use software, or cloud services from or in any location prohibited by or subject to comprehensive sanctions according to the Foreign Trade Regulations;
不得在对外贸易法规禁止或受其全面制裁的任何地点下载、安装、访问或使用软件或基于云的服务；
- b. not grant access to, transfer, (re)-export (including any “deemed (re)-exports”), or make available software, or cloud services to any entity or person identified on a restricted party list issued under the Foreign Trade Regulations or owned or controlled by a restricted party;
不得向任何被列入对外贸易法规发布的限制方名单上的任何实体或个人，或由限制方拥有或控制的实体或个人提供访问权限、转让、（再）出口（包括任何“视同（再）出口”）或提供软件或基于云的服务；
- c. use software, or cloud services exclusively for purposes permitted by the Foreign Trade Regulations (e.g., no use in connection with armaments, nuclear technology, or weapons);
仅将软件或基于云的服务用于对外贸易法规允许的目的（例如，不得用于军备、核技术或武器相关用途）；
- d. upload to the cloud services platform only non-controlled content (e.g., in the EU: AL = N; in the U.S.: ECCN = N or EAR99);
仅向基于云的服务的平台上传非受控内容（例如，在欧盟为 AL=N，在美国为 ECCN=N 或 EAR99）；
- e. facilitate any of these activities by any user;
促成任何用户进行任何前述活动；
- f. be responsible for the use of software or cloud services by its users;
对其用户使用软件或基于云的服务的行为负责；
- g. provide its users with information necessary to ensure compliance with the Foreign Trade Regulations; and
向其用户提供确保遵守对外贸易法规所必需的信息；以及

- h. terminate any user's access to the software or cloud services when becoming aware of any breach by such user of Foreign Trade Regulations.

在获悉任何用户违反**对外贸易法规**时，终止该等用户对软件或基于云的服务的访问。

Siemens may limit, suspend or terminate access to the Offerings by Partner or Partner's users if required by Foreign Trade Regulations.

若**对外贸易法规**要求，**西门子**可以限制、暂停或终止**合作伙伴**及其用户对**产品**的访问。

15.6. Semiconductor development 半导体开发

Partner will not, without Siemens' prior written consent, use Offerings to develop or produce integrated circuits at any advanced semiconductor fabrication facility located in the Peoples Republic of China and further restricted locations meeting the criteria specified in the U.S. Export Administration Regulations, 15 C.F.R. 744.23.

如**合作伙伴**拟在中国和美国《出口管制条例》(15 C.F.R. 744.23)规定的进一步受限地点的先进半导体制造设施中使用**产品**开发或生产集成电路，需事先取得**西门子**的书面同意。

15.7. Required information 所需信息

15.7.1. Information obligation of partner. Partner will promptly:

合作伙伴的信息义务。 合作伙伴应及时：

- a. inform Siemens about any problems in applying the Section "No Re-Export to Russia and Belarus"; and

向**西门子**通报在执行“禁止向俄罗斯和白俄罗斯再出口”条款时遇到的任何问题；并且

- b. provide upon Siemens' request information about

按照**西门子**的要求提供以下信息：

- users, the intended use, the location of use;
用户、预期用途、使用地点；
- the final destination of the Offerings; and
产品的最终目的地；以及
- its own as well as its users' compliance with this Section on Foreign Trade.
合作伙伴及其用户对本**对外贸易条款**的遵守情况。

15.7.2. Defense-related information, requirement of special data handling. If the information is defense-related or requires special data handling, Partner will notify Siemens in advance and use the disclosure methods Siemens specifies.

国防相关信息及特殊数据处理要求。 如上述信息与国防相关或需要特殊数据处理，**合作伙伴**须提前通知**西门子**，并使用**西门子**指定的披露方式。

15.8. Reservation and suspension 保留条款和暂停

15.8.1. Reservation. Siemens will not have to fulfil any Order if prevented by:

保留条款。 如发生以下情况导致无法继续履行，**西门子**不再承担履行任何**订单**的义务：

- a. impediments arising out of national or international foreign trade issues;
因国内或国际外贸问题引发的阻碍；
- b. impediments arising out of customs requirements; or
因海关要求引发的阻碍；或
- c. any Foreign Trade Regulations.
因任何**对外贸易法规**。

15.8.2. Suspension. Siemens may limit or suspend access to the Offerings by Customer or Customer's users if required by Foreign Trade Regulations.

暂停。若对外贸易法规要求，西门子可以限制或暂停客户或客户用户对产品的访问或使用。

15.9. Breach of export regulations 违反出口法规

Any violation by Partner of this Section on Foreign Trade is a material breach of the Agreement. 合作伙伴违反本对外贸易条款的任何行为均构成对合作伙伴协议的实质性违约。

16. General 一般条款

16.1. Independent contractor 独立缔约方

The relationship established by the Partner Agreement is that of independent contractors, and nothing in the Partner Agreement will be deemed to create an agency, partnership, employment, or joint venture relationship. Neither Party will have the right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party. Partner is fully responsible for its performance under the Partner Agreement, and all financial obligations associated with Partner's business are Partner's sole responsibility.

合作伙伴协议建立的是独立缔约方之间的关系，合作伙伴协议中的任何内容均不应被视为构成代理、合伙、雇佣或合资关系。任何一方均无权代表另一方行事或设定任何明示或暗示的义务。合作伙伴对其在合作伙伴协议项下的履行负全部责任，且与合作伙伴业务相关的所有财务义务均由合作伙伴自行负责。

16.2. Other Partner Programs 其他合作伙伴计划

Partner confirms that it has informed Siemens about any existing partnerships or participation in partner programs run by Siemens' competitors in the scope of the respective Partner Program before the Effective Date. The Partner will immediately inform Siemens in writing of any changes in this regard.

合作伙伴确认，其已在生效日期之前，就合作伙伴在其相应的合作伙伴计划范围内与西门子竞争对手运营的现有合作关系或参与的合作伙伴计划告知西门子。合作伙伴应立即将这方面的任何变化书面形式通知西门子。

16.3. Feedback 反馈

If Partner provides any ideas regarding Offerings, including suggestions for changes or enhancements, (collectively "Feedback"), Partner agrees that such Feedback may be used by Siemens without condition or restriction.

若合作伙伴提供了关于产品的任何想法，包括关于变更或改进的建议（合称“反馈”），合作伙伴同意西门子可以无条件且不受限制地使用此类反馈。

16.4. No representation 无代表权

The Partner Agreement does not confer to the Partner any right or authority to obligate Siemens to accept any orders. The Partner is not entitled to enter into sales or other contracts with third parties on behalf of Siemens without the prior written consent of Siemens. Except as expressly authorized by Siemens in writing, the Partner will not make any representations or warranties on behalf of Siemens nor act in a way which will incur any liabilities on behalf of Siemens.

合作伙伴协议并未赋予合作伙伴强制西门子接受任何订单的任何权利或授权。未经西门子事先书面同意，合作伙伴无权代表西门子与第三方订立销售或其他合同。除经西门子书面明确授权外，合作伙伴不得代表西门子作出任何陈述或保证，也不得以任何会导致西门子承担任何责任的方式行事。

16.5. Notices 通知

Communications under the Partner Agreement will be effective if provided in writing. "In writing" includes e-mail, unless otherwise stated. Siemens may provide notices via Siemens Partner Systems. Notices of termination must be sent by letter to the individuals and/or address

specified in the Execution Form. Either Party may update their contact information for such notices by advance written notice to the other Party.

合作伙伴协议下的沟通须以书面形式方能产生效力。“书面形式”包括电子邮件，除非另有说明。西门子可通过**西门子合作伙伴系统**发送通知。涉及终止的通知必须以信函形式发送至**签署表**中指定的个人和/或地址。任一方可通过事先书面通知**另一方**的方式更新为此类通知目的的联系信息。

16.6. Force Majeure 不可抗力

Neither Party will be liable for delay or failure to perform any of its obligations under the Partner Agreement (except with respect to any payment obligations) due to any cause beyond its reasonable control. The delayed Party will promptly notify the other Party of any such event.

任何一方均不对因超出其合理控制范围的原因导致延迟或未能履行其在本**合作伙伴协议**项下的任何义务（支付义务除外）承担责任。受阻碍方应及时通知**另一方**此类事件。

Force Majeure refers to unforeseeable, unavoidable and insurmountable objective circumstances, such as natural disasters, labor disputes, lock out, war or warlike situation, riot, sabotage, fire, transportation delays, acts of governments (such as change of laws and revocation of import permits etc.), impediments arising out of national or international foreign trade or customs requirements or any embargoes or sanctions and outbreak of pandemic.

不可抗力指不可预见、不能避免且不能克服的客观情况，例如自然灾害、劳工纠纷、封锁、战争或类似战争状态、暴乱、蓄意破坏、火灾、运输阻滞、政府行为（如修改法律规定和取消进口许可等）、国内国际外贸或海关规定产生的阻滞、任何禁运和制裁规定以及疫情的爆发等。

16.7. Assignment 转让

Neither Party may, in whole or in part, assign, subcontract, sublicense, or otherwise transfer, by operation of law or otherwise, the Partner Agreement, or any of the rights, duties, obligations, or licenses granted hereunder without the prior written consent of the other Party. Notwithstanding the foregoing, Siemens may assign the Partner Agreement or the rights and responsibilities under it to an Affiliate or in connection with a sale, merger, corporate reorganization, or divestiture. The Partner Agreement will extend to and be binding upon the successors, legal representatives, and permitted assignees of the Parties.

未经**另一方**事先书面同意，任一**方**不得通过法律运作或其他方式，将**合作伙伴协议**或其项下授予的任何权利、职责、义务或许可进行全部或部分转让、分包、再许可或其他方式的转移。尽管存在前述规定，**西门子**可将**合作伙伴协议**或其项下的权利与义务转让给**关联方**，或因出售、合并、公司重组或资产剥离原因进行转让。**合作伙伴协议**对**双方**的继受人、法定代表和允许的受让人具有约束力。

16.8. No exclusivity 无排他性

Unless otherwise agreed by the Parties in writing, neither Party grants nor commits to any exclusivity whatsoever with respect to the other Party under the Partner Agreement. Neither Party makes any warranty to the other regarding either the success or profitability of their relationship described in the Partner Agreement nor any guarantee that any third party will enter into an agreement for the products or services of the other Party.

除非**双方**另外书面同意，在本**合作伙伴协议**项下，任何一方均不对**另一方**授予或承诺任何形式的排他性。任何一方均不对**另一方**就本**合作伙伴协议**所述关系的成功或盈利能力作出任何保证，也不保证任何第三方会就**另一方**的产品或服务签署协议。

16.9. No waiver; validity & enforceability 不弃权；有效性与可执行性

The failure to enforce any provision of the Partner Agreement will not be construed as a waiver of such provision. If any provision of the Partner Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected, and such provision will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law. The Parties agree that electronic signatures will have the same force and effect as manual signatures.

未能执行**合作伙伴协议**的任何条款不应被解释为对该等条款的放弃。如**合作伙伴协议**的任何条款被认定为无效、非法或不能执行，其余条款的有效性、合法性和可执行性不受影响，且该条款应被视为根据适用法律重述以反映双方最初的意图。**双方**同意电子签名与手写签名具有同等法律效力。

16.10. Survival 条款存续

The termination or expiration of a Partner Agreement does not affect the validity or enforceability of any provisions which, by their nature, are intended to survive such termination or expiration. Without limitation, the provisions about the following topics will survive:

合作伙伴协议的终止或届满不影响按其性质应在终止或届满后存续的任何条款的有效性或可执行性，该等条款包括但不限于以下主题的条款：

- confidentiality obligations, which will remain in effect for five (5) years after the end of the Partner Agreement;
保密义务，在**合作伙伴协议**终止后五（5）年内继续有效；
- compliance obligations, including export control, anti-corruption, data privacy and data protection;
合规义务，包括出口管制、反腐败、数据隐私和数据保护；
- liability and indemnification obligations;
责任和补偿义务；
- Intellectual Property;
知识产权；
- applicable law and dispute resolution;
适用法律和争议解决；
- any other provisions expressly stated to survive or which by their nature should survive termination or expiration.
任何其他明确声明存续或按其性质应在终止或届满后存续的条款。

16.11. Entire agreement 完整协议

The Partner Agreement, along with any additional requirements set forth in the Partner Policies, constitutes the full and complete statement of the agreement between the Parties with respect to the subject matter thereof and supersedes any previous or contemporaneous agreements, understandings or communications, whether written or verbal, relating to such subject matter. The Partner Agreement may not be varied except in writing executed by manual signatures or electronic signatures of authorized representatives of both Parties.

本**合作伙伴协议**连同**合作伙伴政策**中规定的任何额外要求，构成**双方**之间就协议标的事项达成的完整详尽的协议陈述，并取代之前或同期就该标的事项达成的任何书面或口头的协议、谅解或沟通。除非经**双方**授权代表以手写签名或电子签名签署书面文件，否则不得变更本**合作伙伴协议**。

16.12. Applicable law & dispute resolution 适用法律和争议解决

- 16.12.1. **Applicable law.** The Partner Agreement shall be governed by the substantive laws, excluding choice-of-law rules, of the People's Republic of China. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Partner Agreement.

适用法律。**合作伙伴协议**应受中华人民共和国的实体法管辖，但不包括冲突法律规则。《联合国国际货物销售合同公约》不适用于本**合作伙伴协议**。

- 16.12.2. Arbitration 仲裁

All disputes arising out of, or in connection with, the Partner Agreement shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing by three (3) arbitrators in accordance with the CIETAC's arbitration rules in effect at the

time of applying for arbitration. The Parties agree that arbitrators who are not on CIETAC's panel may be appointed as co-arbitrators or as presiding arbitrator.

由**合作伙伴协议**引起的或与之相关的所有争议应提交中国国际经济贸易仲裁委员会 (CIETAC) 按照申请仲裁时该会现行有效的仲裁规则由三 (3) 名仲裁员在北京仲裁。**双方**同意, 不在 CIETAC 仲裁员名单上的仲裁员可以被指定为仲裁员或首席仲裁员。

16.12.3. Language 语言

The language of the proceeding shall be Chinese.

仲裁程序的语言应为中文。

16.13. Prevailing Language 语言

The Partner Agreement is executed in both English and Chinese languages. Both language versions shall be equally valid. In case of any discrepancy between the two versions, the Chinese version shall prevail.

合作伙伴协议以中英文签订。中文和英文两种语言文本应具有同等效力。如中英文之间存在任何冲突, 应以中文文本为准。

17. Territory 区域

17.1. Without the prior written consent of Siemens, the Partner shall not, neither directly nor indirectly, make Active Sales of the Offerings for Resale outside the Territory.

未经**西门子**事先书面同意, **合作伙伴**不得直接或间接在**区域**外主动销售供转售的产品。

The Partner shall forward to Siemens any and all inquiries regarding Offerings for Resale that are received from customers located within or outside the Territory, if the Partner is not willing to serve the respective customers. The Partner shall not be entitled to claim compensation for any forwarding of customer inquiries to Siemens.

当**合作伙伴**收到客户关于**供转售的产品**的询价时, 无论客户位于**区域**之内或之外, 如**合作伙伴**无意为该客户供货, 则**合作伙伴**应将该询价转给**西门子**。**合作伙伴**无权对转发客户询价给**西门子**要求补偿。

17.2. The Parties agree that the above agreement regarding the Territory shall apply equally to industry-specific authorizations (if any). To the extent that the Partner is granted rights within specific authorized industry, any reference to Territory in the Partner Agreement shall, where the context so requires, be constructed as or replaced by the authorized industry.

双方同意, 关于授权**区域**的上述约定应同样适用于对特定行业领域的授权 (如有)。在适用此类特定行业授权的情况下, 本**合作伙伴协议**中提及的**区域**应根据上下文要求, 被解释为或替换为授权行业。

17.3. Territory or industry-specific authorizations, if any, will be detailed defined under the Commercial Agreement or the PTA.

区域或特定行业授权 (如有) 将在**商务协议**或**合作伙伴目标协议**中具体定义。

17.4. Unless Partner obtains Siemens' prior written consent under Section 17.5, Partner is prohibited from selling or making quotation of any Offerings for Resale to any market outside of mainland China.

除非**合作伙伴**获得第 17.5 条下**西门子**的事先书面同意, **合作伙伴**不得向中国大陆以外的市场销售**供转售的产品**或就**供转售的产品**提供报价。

17.5. Partner will inform Siemens in advance and obtain Siemens' prior written consent before any sales of Offerings for Resale outside mainland China.

合作伙伴在向中国大陆之外销售**供转售的产品**前, 需提前通知**西门子**并获得**西门子**的书面同意。

Siemens will not unreasonably withhold consent where Partner demonstrates

西门子不得无理拒绝同意，只要合作伙伴证明：

- a. adequate technical, commercial, and service capabilities to support the relevant customers; and
其具备足够的技术、商业和服务能力以支持相关客户；以及
- b. documented value-add services beyond standalone product resale, such as engineering, system integration, digital solutions, lifecycle services, or technical consulting.
除独立产品转售外，可被证明的增值服务，如工程、系统集成、数字解决方案、生命周期服务或技术咨询。

Partner will provide appropriate documentation supporting such capabilities and value-add upon request. Siemens may provide a process for such communication.

合作伙伴将在需要时提供支持这些能力和增值服务的适当文件。西门子可就此类沟通制定流程。

17.6. Any violation against this Section is a material breach of this Partner Agreement. Siemens' audit rights set forth in the Section Compliance of the Partner Base Terms apply accordingly to this Section.

任何违反本条款的行为均构成对合作伙伴协议的重大违约。西门子在合作伙伴基础条款合规条款中规定的审计权应适用于本节。

18. Collaboration covenants 合作承诺

The Parties agree that in order to protect the intellectual property rights, business secrets and know-how relating to Offerings for Resale, and in light of potential conflict of interest issues, Partner will inform Siemens if he distributes or acts as an intermediary for products that compete directly or indirectly with Offerings for Resale or parts thereof. The Parties will discuss adequate protective measures, including but not limited to ethical walls, separate teams, etc., to protect intellectual property, business secrets and know-how of Siemens, and ensure compliance with legal requirements. Siemens is entitled to request adequate protective measures and decide on business adjustment.

双方同意，为了保护与供转售的产品相关的知识产权、商业秘密和专有信息，且由于可能存在的利益冲突，如果合作伙伴经销直接或间接与供转售的产品或其组成部分竞争的产品或作为该竞争产品的中间人行事，合作伙伴将告知西门子。双方将协商适当措施（包括但不限于信息隔离、单独团队等）以保护西门子知识产权、商业秘密和专有信息及确保合规。西门子有权要求适当的保护措施并决定进行业务调整。

Definitions 定义

Active Sales
主动销售

means actively approaching or targeting individual customers or specific customer groups, including through direct communication, targeted advertising, or other forms of proactive outreach, as opposed to responding to unsolicited requests from customers, public procurement and private tenders ("passive sales").

指主动接触或将单个客户或特定客户群体作为营销目标，包括通过直接沟通、定向广告或其他主动接触方式，而非回应未经营销的客户、公共采购和私人招标的邀约（“被动销售”）。

Affiliate
关联方

means any legal entity that, directly or indirectly:

指直接或间接地：

- is controlled by a Party;
受一方控制的任何法律实体；

	- controls a Party; or 控制一方的任何法律实体；或 - is controlled by a legal entity that directly or indirectly controls a Party. 与一方共同受控于某一法律实体的任何法律实体。
Authorized Company 授权公司	means a third party that has been accepted by Siemens to enter a Partner Program at the entry level. 指已被 西门子 接受以入门级加入 合作伙伴计划 的第三方。
Authorized Party 授权方	means either an Authorized Company or a Certified Partner with a Resale Authorization. 指拥有 转售授权 的 授权公司 或 认证合作伙伴 。
Certified Partner 认证合作伙伴	means an Authorized Company that has fulfilled the necessary requirements of a Partner Program as foreseen by the applicable Partner Policies and acknowledged by Siemens. Certified Partners may be classified by Siemens either as Silver, Gold or Platinum Partner Level. 指满足适用的 合作伙伴政策 所规定的 合作伙伴计划 的必要要求，并获得 西门子 认可的 授权公司 。 认证合作伙伴 可被 西门子 分为银牌、金牌或白金级别。
Commercial Agreement 商务协议	means the agreement between 指： - Siemens and the Partner or 西门子与合作伙伴之间，或 - an Authorized Party and the Partner 授权方与合作伙伴之间， under which the Partner procures the Offerings for Resale, if applicable. 合作伙伴 据以采购 供转售的产品 的协议，如适用。
Confidential Information 保密信息	means all information disclosed by one Party or any of its Affiliates to the other Party under the Partner Agreement that is marked or declared as confidential (or that any reasonable person can recognize as confidential in its nature). Siemens' Confidential Information includes the terms of the Partner Agreement, Siemens Intellectual Property, information about Offerings, information provided by Siemens on the Siemens Partner System and any information Partner derives from benchmarking any Offering. 指一方或其任何 关联方 在 合作伙伴协议 项下向另一方披露的、标明或声明为保密（或任何理性人均能识别其性质为保密）的所有信息。 西门子的保密信息 包括本 合作伙伴协议 的条款、 西门子知识产权 、关于 产品 的信息、 西门子 在 西门子合作伙伴系统 上提供的信息，以及 合作伙伴 从任何 产品 的基准测试中获得的任何信息。
Customer 客户	means the individual or entity that purchases Offerings from Partner in connection with the Partner Agreement. 指与 合作伙伴协议 相关的，从 合作伙伴 处购买 产品 的个人或实体。
Effective Date 生效日期	means the date of the last signature of an Execution Form or a comparable document signed by both Parties to conclude or amend the Partner Agreement. 指双方签署 签署表 或类似文件以达成或修订本 合作伙伴协议 的最后签字日期。
Execution Form 签署表	means the form that establishes the partner relationship, the rights and obligations of the Parties, and how the Parties will interact to support each other's business. 指确立 合作伙伴关系 、 双方 权利义务以及 双方 如何互动以支持彼此业务的文件。
Intellectual Property 知识产权	means all rights, title, and interest in and to any intellectual property, including but not limited to patents, utility models, patent applications, priority rights, trade secrets, trademarks, service marks, copyrights, mask works, database rights, design rights, and any other proprietary rights, whether registered or unregistered, and whether existing now or in the future. Intellectual Property also encompasses inventions, discoveries, ideas, concepts, know-how, methodologies, processes, software (including source code and object code), technical data, development tools, and techniques that are legally protectable under applicable law. 指任何知识产权的所有权利、所有权和利益，包括但不限于专利、实用新型、专利申请、优先权、商业秘密、商标、服务标志、著作权、掩模作品、数据库权利、设计权以及任何其他专有权利，无论是否注册，也无论现在存在还是未来产生。 知识产权 还包括在适用法律下受法律保护的发明、发现、想法、概念、诀窍、方法、过程、软件（包括源代码和目标代码）、技术数据、开发工具和技术。

Offering 产品	means the individual offering Siemens makes available to the market. An Offering may consist of any Siemens software, cloud services, hardware, professional services or training services, or a combination of these, and any associated maintenance and support services and related user documentation. 指 西门子 向市场提供的具体产品。产品可由任何 西门子 软件、基于云的服务、硬件、专业服务或培训服务或其组合，以及任何相关的维护和支持服务及相关用户文档组成。
Offering for Resale 供转售的产品	means an Offering for which the Partner has a Resale Authorization. 指 合作伙伴 拥有 转售授权 的产品。
Partner Emblem 合作伙伴标识	means the emblem as authorized by Siemens in writing for use by the Partner. 指经 西门子 书面授权供 合作伙伴 使用的标识。
Partner Emblem Terms 合作伙伴标识条款	means the terms governing the use of the Partner Emblem agreed in the Section about Siemens' Partner Emblem in these Partner Base Terms, as available under the following link: www.siemens.com/ptm-specific-partner-terms . 指在本 合作伙伴基本条款 项下关于 西门子合作伙伴标识 使用的条款，访问链接： www.siemens.com/ptm-specific-partner-terms
Partner Policies 合作伙伴政策	means the then-current policies Siemens publishes on the Siemens Partner System or otherwise communicates to Partner in writing. 指 西门子 通过 西门子合作伙伴系统 发布或以书面形式告知 合作伙伴 的届时有效的政策。
Partner Program 合作伙伴计划	means one specific Siemens Partner Program as described in a Program Exhibit. 指在 计划附录 中载明的一项具体的 西门子合作伙伴计划 。
Partner Target Agreement ("PTA") 合作伙伴目标协议	means a document updated by the Parties on a yearly basis containing the commercial cornerstones of the partnership for the relevant Partner Program(s). May also be referred to as a business plan or similar. 指由 双方 每年更新的一份文件，包含相关 合作伙伴计划 在 合作伙伴关系 方面的商业基石，亦可称为业务计划或类似名称。
Program Exhibit 计划附录	means the Exhibit as determined in the Execution Form describing the scope of one specific Partner Program. 指 签署表 中确定的、描述某项特定 合作伙伴计划 范围的附件。
Resale Authorization 转售授权	means the authorization of a Partner to purchase and resell defined Offerings for Resale to Customers, documented by a Commercial Agreement or by other documents in connection with the Partner Agreement. 指 合作伙伴 购买并向 客户 转售定义的 供转售的产品 的授权，该授权在 商务协议 或 与合作伙伴协议 相关的其他文件中予以记录。
Siemens Partner System 西门子合作伙伴系统	means the online portals or websites which Siemens may make available to Partner from time to time. The Siemens Partner System includes, but is not limited to, the Siemens Partner Sales Portal (e.g. Industry Mall/ERP2Mall/E2E Website/DIomis, etc.), Partner Relationship Management (PRM) System, Siemens E-Stamp Platform, Siemens Partner E-Learning Platform, information about the Offerings, sales and marketing materials, training materials, certain Siemens' systems or tools, and Partner Policies. 指 西门子 不时向 合作伙伴 提供的在线门户或网站。 西门子合作伙伴系统 包括但不限于 西门子 合作伙伴销售门户（如 Industry Mall/ERP2Mall/E2E Website/DIomis 等）、 合作伙伴关系 管理系统、 西门子 电子签章平台、 西门子 合作伙伴能力发展平台、关于 产品 的信息、销售和营销材料、培训材料、 西门子 特定的系统或工具，以及 合作伙伴政策 。
Territory 区域	The country in which the Partner is located or as otherwise defined in the Partner Agreement. 指 合作伙伴 所在的国家，或在 合作伙伴协议 中另行定义的区域。

Appendix 1: Commitments on Compliance

附录 1: 合规承诺

Appendix 1: Commitments on Compliance**附录1： 合规承诺****Commitments on Compliance****合规承诺**

Siemens is committed to conducting business according to the highest standards of business integrity. Siemens expects all third parties who conduct business with Siemens to understand the legal and regulatory environment, as well as Siemens' policies concerning ethical business conduct.

西门子致力于按照高标准的商业道德开展业务。同时希望与西门子进行商业活动的第三方理解有关商业道德规范的法律和规范环境以及西门子政策。

Siemens has provided "Code of Conduct for Siemens Suppliers and Third-Party Intermediaries"(see Appendix 1-1). In conducting business with Siemens, the Partner shall comply with these standards as well as all applicable laws and regulations. In addition, if the Partner may engage the 2nd tier reseller(s) and/or sub-contractor(s), the Partner shall communicate these standards to the 2nd tier reseller(s) and/or sub-contractor(s) and ensure they understand and comply with these standards as well as applicable laws and regulations, and all the transactions with 2nd tier reseller(s) and/or sub-contractor(s) are documented completely and accurately.

西门子向合作伙伴提供了“西门子供应商及第三方中间人行为准则”（见附录 1-1）。在与西门子进行业务活动的过程中，合作伙伴应遵守这些标准及所有适用的法律法规。此外，如果合作伙伴引入二级转售商和/或分包商，合作伙伴应将这些标准传达给相关的二级转售商和/或分包商，确保他们理解并遵守这些标准及适用的法律法规，并确保合作伙伴和二级转售商和/或分包商之间的所有交易记录完整准确。

If Siemens believes, in good faith and on the basis of credible information that there has been a breach of the committed standards of business integrity or if the results of Siemens' internal assessments indicate a potential compliance risk that Siemens would need to address, Siemens and the Partner shall clarify the issue with joint efforts and take appropriate measures.

如果根据可靠信息西门子基于善意而相信合作伙伴违反了双方共同承诺的商业道德标准或者根据西门子内部评估结果表明存在需要处理的潜在合规风险，双方应共同努力澄清并采取相关措施。

Integrity is the base and core value of all business. Let's make joint efforts to create a clean and fair market, and to facilitate sustainable development of business.

诚信是一切业务的基石和核心价值。让双方共同努力，创建公正、公平和清廉的市场条件，助力业务稳健发展。

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Appendix 1-1 Siemens Code of Conduct for Suppliers and Third-Party Intermediaries

附录 1-1 西门子供应商及第三方中间人行为准则

This Code of Conduct defines the basic requirements placed on the suppliers and third-party intermediaries of Siemens concerning their responsibilities towards their stakeholders and the environment. The supplier and/or third-party intermediary declares herewith to:

本行为准则规定了有关西门子产品及服务供应商及第三方中间人应对其利益相关人以及环境承担的责任的基本要求。供应商和/或第三方中间人在此声明：

Legal Compliance

遵守法律

- Comply with the laws and regulations of the applicable legal systems.
遵守适用法律体系中的法律和法规。

Human Rights and Labor Conditions

人权以及劳动行为

To ensure respect of all internationally proclaimed human rights by avoiding causation of and complicity in any human rights violations. Heightened attention shall be paid to ensuring respect of human rights of rights holders or groups of rights holders which are specifically vulnerable, such as women, children, migrant workers or of (indigenous) communities.

确保尊重所有国际公认的人权，不从事或参与任何侵犯人权的行为，尤其确保弱势个体及群体（如妇女、儿童、移民工人或土著居民）的人权得到尊重。

➤ **Prohibition of Forced Labor**

禁止强迫劳动

- Neither use nor contribute to slavery, servitude, forced or compulsory labor, suppression, exploitation, and human trafficking.
不得实施或助长奴役、劳役、强迫劳动、压制、剥削和贩卖人口等行为。

➤ **Prohibition of Child Labor**

禁止雇用童工

- Install no workers under the age of 16 or, in those countries subject to the developing country exception of the ILO Convention 138, install no workers under the age of 14.
不雇用未满十六（16）周岁的员工；或者在不违背国际劳工组织（ILO）公约第 138 号规定的发展中国家例外的前提下，在这些国家不雇用未满十四（14）周岁的童工。
- Install no workers under the age of 18 for work which is likely to harm the health, safety, and morals.
不任命未满 18 岁的员工从事可能损害其身心健康、安全的工作。

➤ **Non-Discrimination and Respect for Employees**

禁止歧视、尊重员工

- Ensure equal treatment of employees, irrespective of skin color, race, nationality, ethnicity, social background, disabilities, gender, sexual identity and orientation, marital status, political or religious conviction, or age and promote equal opportunities amongst them.
确保为员工提供平等的机会和待遇，无差别对待不同肤色、种族、国籍、民族、社会背景、残疾与否、性别、性身份与取向、婚姻状况、政治立场、宗教信仰或年龄等。
- Refuse to tolerate any unacceptable treatment of individuals such as mental cruelty, sexual harassment or discrimination including gestures, language, and physical contact, that is sexual, coercive, threatening, abusive or exploitative.
拒绝容忍以任何无法接受的方式对待个人，例如精神虐待、性骚扰或性别歧视，包括与性别的、强迫性、威胁性、污秽的或剥削性有关的手势、语言和身体接触等行为。

➤ **Freedom of Association**

结社自由

- Recognize the legal rights of workers to form or join existing trade unions and to engage in collective bargaining; neither disadvantage nor prefer members of employee organizations or trade unions.
承认工人组建或加入现有工会和进行集体谈判的合法权利；不得歧视或偏袒雇员组织或工会的成员。

➤ **Working Hours, Wages & Benefits for Employees**

员工的工作时间、工资和福利

- **Adhere to all applicable working-hours regulations.**
在全球范围内遵守所有适用的工作时间规定。
- **Pay fair wages for labor and adhere to all applicable wage and compensation laws.**
支付公平的酬劳，并遵守全球范围内所有适用的工资和薪酬法律。
- **In the event of cross-border personnel deployment adhere to all applicable legal requirements, especially with regard to minimum wages.**
在跨境派遣人员时，遵守所有适用的法律要求，特别是关于最低工资的要求。

➤ **Occupational Health & Safety, Security Forces**

职业健康与安全，安全力量

- **Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions.**
遵守有关职业健康和安全适用的法规和国际标准，为员工提供安全的工作环境。
- **Provide training to ensure all employees installed are educated in health & safety issues.**
提供培训，确保员工接受健康和安全教育。
- **Establish a reasonable occupational health & safety management system.**
建立合理的职业健康和安全管理体系¹。
- **In the event of use of private or public security forces ensure that human rights of employees and other rights holders are respected (no use of unlawful physical or mental violence).**
在使用私人或公共安全力量时，确保尊重员工和其他权利持有人的人权（不得使用非法的身体或精神暴力）。

➤ **Grievance Mechanism**

举报机制

- **Provide access to a protected mechanism for their employees to report possible violations of the principles of this Code of Conduct and ensure protection of whistleblowers or complainants against retaliation.**
建立保护员工的举报机制，鼓励员工举报任何潜在违反本准则的行为，并确保举报人或投诉人免遭报复。

Environmental and Climate Protection, Protection of Natural Resources

环境和气候保护、自然资源保护

- **Act in accordance with the applicable statutory and international standards regarding the environment.**
按照适用的环境保护法定标准和国际标准行事。减少环境污染，不断完善环境保护措施。
- **Minimize environmental pollution and make continuous improvements in environmental protection.**
将环境污染减至最小，在环境保护方面取得持续改善。
- **Establish a reasonable environmental management system.**
建立合理的环境管理体系¹。
- **Reduce the emission of air pollutants and Greenhouse Gas (GHG), and reduce harmful soil change, water pollution and harmful noise emission to the fullest extent as possible.**
减少空气污染物和温室气体（GHG）的排放，尽可能减少有害的土壤变化，水污染和有害噪音排放。
- **Increase energy efficiency, use renewable energy, and reduce water consumption to the fullest extent as possible.**
提高能源效率，使用可再生能源，并尽可能减少用水量。
- **Cause no unlawful taking of land, forests, and waters.**
不得非法占用土地、森林和水域。
- **Reduce waste and ensure their proper treatment and disposal.**
减少浪费并确保其得到适当的处理和处置。

Fair Operating Practices

公平经营

➤ **Anti-Corruption and Bribery**

反对腐败和贿赂

- **Tolerate no form of and do not engage directly or indirectly in any form of corruption or bribery and do not grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage. This includes to renounce from giving or accepting improper facilitation payments.**
不容忍任何形式的直接或间接的腐败贿赂行为，不以影响官方行为或获取不当利益为目的，向公职人员或私营领域的交易对方授予、提供或承诺任何有价值物，包括不得给予或接受不当的通融费。

➤ **Fair Competition, Anti-Trust Laws and Intellectual Property Rights**

公平竞争、反垄断法与知识产权

- Act in accordance with national and international competition laws and do not participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors.
依照国家和国际通用的竞争法行事，不参与限定价格、划定市场或客户、分割市场或与竞争对手操纵投标等活动。
- Respect the intellectual property rights of others.
尊重他人的知识产权。

➤ **Conflicts of Interest**

利益冲突

- Avoid and/or disclose internally and to Siemens all conflicts of interest that may influence business relationships, and to avoid already the appearance thereof.
避免或披露有可能产生影响业务关系的利益冲突行为或信息，包括企业内部以及西门子。

➤ **Anti-Money Laundering, Terrorism Financing**

反洗钱、反资助恐怖主义

- Not directly or indirectly facilitate money laundering or terrorism financing.
不得直接或间接参与洗钱或资助恐怖主义。

➤ **Data Privacy**

个人信息和隐私

- Process personal data confidentially and responsibly, respect everyone's privacy and ensure that personal data is effectively protected and used only for legitimate purposes.
以保密和负责的方式处理个人信息，尊重每个人的隐私，并确保个人信息得到有效保护并且只能用于合法目的。

➤ **Foreign Trade Regulations**

对外贸易法规

- Comply with the applicable export, import, customs, and foreign trade regulations.
遵守适用的进出口控制，海关及外贸法规。

Responsible Minerals Sourcing

负责任的矿产采购

- Take reasonable efforts to avoid in its products the use of raw materials which originate from Conflict-Affected and High-Risk Areas and contribute to human rights abuses, corruption, the financing of armed groups or similar negative effects.

采取适当措施，避免在产品中使用来自受冲突影响和高风险地区原材料，避免造成侵犯人权、腐败、资助武装团体或类似的负面影响。

Supply Chain

供应链

- Use reasonable efforts to make its suppliers comply with the principles of this Code of Conduct and check their compliance on a risk-based approach.
采取适当措施，使次级供应商遵守本行为准则，并基于对其风险的评估，检查其合规情况。
- Comply with the principles of non-discrimination with regard to supplier selection and treatment.
在选择和对待供应商方面，遵守非歧视原则。

Further information under www.siemens.com/code-of-conduct

更多信息请见网站 www.siemens.com/code-of-conduct