

礼来苏州制药采购标准条款和条件

Standard Terms and Conditions for Procurement of Lilly Suzhou Pharmaceutical Co., Ltd.

本采购标准条款和条件适用于您（“卖方”）从礼来苏州制药有限公司（“买方”）收到的任何采购订单和所有后续采购订单。除非您收到修订版或更新在 <http://supplierportal.lilly.com/Pages/PO-Terms-and-Conditions.aspx> 上的修订条款。若无另外书面协议，这些条款适用于您和礼来苏州之间的所有交易。 These Standard Terms and Conditions for Procurement apply to any purchase orders (the “POs”) and all follow-on POs received by You (the “Vendor”) from Lilly Suzhou Pharmaceutical Co., Ltd. (the “Purchaser”), unless You have received a revised PO or the amended clauses thereof as updated on <http://supplierportal.lilly.com/Pages/PO-Terms-and-Conditions.aspx>. Except as otherwise agreed to in writing, these Terms apply to all transactions between You and Lilly Suzhou.

1. 定义：

Definitions:

除非文义另作要求，下列术语应具有如下含义：

Unless the context otherwise requires, the following terms shall have the meanings as follows:

保密信息： 系指一方（“披露方”）于本订单生效日之前或之后不论通过口头、书面、电子或任何其他方方式向对方（“接收方”）披露的所有被指定为保密的或根据信息的性质或披露时的情形应被合理视为保密的信息，保密信息包括但不限于以下相关信息：

Confidential Information shall mean all the information disclosed by a party (the “Disclosing Party”) to the other party (the “Receiving Party”), either orally or in writing, in electronic form or any other forms, before or after the effective date of this PO, and designated as confidential or, based upon the nature of the disclosed information or the circumstances of the disclosure, reasonably deemed confidential. The Confidential Information shall include without limitation the information related to:

(i) 知识产权；

the intellectual property;

(ii) 一方的业务、运营成果、财务或市场信息、客户或预期的客户及供应商；及

the businesses, operation results, financial or market information, customers or prospective customers and suppliers; and

(iii) 任何一方指定或要求的其他信息。

any other information so designated or requested by either party,

但以下信息除外：

provided that the following information is excluded:

- (i) 接收方凭书面记录能证明披露方向其披露或提供保密信息之前已知晓或占有的信息；
which is known to, or in the possession of, the Receiving Party prior to the disclosure or provision thereof by the Disclosing Party, each as evidenced by the written records;
- (ii) 非因接收方违反本订单而为公众知晓的信息；
which becomes known to the public other than as a result of a breach of this PO by the Receiving Party;
and
- (iii) 由接收方合法从第三方获得的在使用或披露方面均不受限的信息；或按法律规定必须披露的信息。
which is lawfully acquired by the Receiving Party from a third party and subject to no restrictions as to its use or disclosure, or which is legally required to be disclosed;

知识产权：系指所有现有或将来产生的知识产权，包括任何司法管辖区法律规定的任何专利权、专利申请权、商标权（不论该等商标系注册商标或未注册商标）、商标申请权、域名、设计等方面的权利、著作权（包括软件的著作权）及其相应的财产性权利或其他知识产权及与该等权利有关的所有改进、权利和权利主张，以及与发明、发现、研究、改进、商业秘密、秘密工艺、技术秘密、概念、构思、不时信息处理、数据或公式相关的任何权利（包括要求保密信息的权利）。

Intellectual Property shall mean all present and future rights to the intellectual property, including any patent, patent application rights, trademarks (whether registered or not), trademark application rights, domain names, design-related rights, and copyright (including software copyright) under the laws of any jurisdiction, and their corresponding property rights and other intellectual property rights, and all the improvements, rights and claims in connection therewith, and any rights in respect of any invention, discovery, research, improvement, trade secret, secret process, know-how, concept, idea, information process from time to time, data or formula (including the right to keep the information confidential);

关联方：系指直接或间接控制特定个人或实体、受该等个人或实体直接或间接控制、或与该等个人或实体共同受到第三方直接或间接控制的任何个人或实体。本订单中，直接或间接持有某实体超过百分之五十(50%)有表决权股份，或能够获得某实体超过百分之五十(50%)利润或收益的权利，均应视为构成“控制”。其他在事实上导致实际控制某实体管理、业务及事务的关系也应视为构成“控制”。买方目前在中国境内的关联方包括但不限于：礼来国际贸易（上海）有限公司、礼来苏州制药有限公司、礼来贸易有限公司、礼来（中国）研发有限公司、礼来国际贸易（上海）有限公司上海分公司、礼来苏州制药有限公司上海分公司；

Affiliate shall mean any individual or entity directly or indirectly controlling, controlled by or under common control with, a particular individual or entity. For purposes of this PO, the direct or indirect ownership of over fifty percent (50%) of the voting shares of an entity, or the right to receive over fifty percent (50%) of the profits or earnings of an entity shall be deemed to constitute the “control”. Other relationships that in fact results in a de facto control over the management, businesses and affairs of an entity shall also be deemed to constitute the “control”. The Purchaser’s current Affiliates in the PRC of shall include without limitation Eli Lilly Trading (Shanghai) Co., Ltd., Lilly Suzhou Pharmaceutical Co.,

Ltd., Lilly Trading Co., Ltd., Lilly (China) Research and Development Co., Ltd., Eli Lilly Trading (Shanghai) Co., Ltd., Shanghai Branch, and Lilly Suzhou Pharmaceutical Co., Ltd., Shanghai Branch;

产品：系指卖方拟向买方提供的并于订单中所载明的或双方另行约定的产品；

Products shall mean the products to be provided by the Vendor to the Purchaser and set forth in the PO, or the products otherwise agreed to by the parties;

材料：包括但不限于买方向卖方提供的任何设备、材料、数据或信息；

Materials shall include without limitation any equipment, materials, data or information provided by the Purchaser to the Vendor;

人员：系指卖方的分包商、代理人、雇员或其他与服务供应商有合法劳动或劳务或其他劳务派遣关系之人员；

Personnel shall mean the subcontractors, agents, or employees of the Vendor, or the personnel who have lawful labor or service relationship or other labor dispatch relationship with the service provider;

政府官员：包括国家工作人员和受雇或代表执政党行事的官员。其中国家工作人员指：

Government Officials shall include government employees and the officials employed by or acting for the ruling party. Government employees shall mean:

a) 在以下机构中从事公务的人员：

the personnel who perform public duties in the following institutions:

1) 国家机关中从事公务的人员；

government agencies;

2) 国有企业；

state-owned enterprises (SOEs);

3) 事业单位；

public institutions;

4) 人民团体

people's organizations;

b) 上述 (A1-4)机构委派到非国有公司、企业、及其他单位从事公务的人员

personnel dispatched by the institutions referenced in A1-4 above to non-state-owned companies, enterprises, and other units to perform the public duties; and

c) 其他依照法律从事公务的人员。

other personnel who perform the public duties according to law.

政府官员举例如下，包括但不限于：

The Government Officials shall include without limitation:

a) 选举或任命的政府官员；

the elected or appointed government officials;

- b) 公务员;
the civil servants;
- c) 受雇或代表执政党行事的各级官员
the officials of all rankings employed by or acting for the ruling party;
- d) 满足以上政府官员定义的医疗卫生专业人士，比如受雇于军队医院、政府运营或者控制的医院或医疗机构，和在政府特别工作组或委员会中提供服务的医疗卫生专业人士。
the medical professionals falling within the above definition of the Government Officials, such as the medical professionals employed by the military hospital, the hospital or medical institutions operated or controlled by the government, and the medical professionals providing the services to the government special task forces or committees;
- e) 代表联合国、国际卫生组织、世界贸易组织、国际红十字会、国际货币基金组织、国际刑警等组织中，担任职务的官员、雇员或个人；
the officials, employees or individuals who assume the posts at the United Nations, the World Health Organization, the World Trade Organization, the International Red Cross, the International Monetary Fund, and the International Criminal Police Organization;
- f) 对于国家完全控股（100%国有）的国有企业的法定代表人；
the legal representative of an SOE wholly controlled (100% owned) by the state;
- g) 在公立学校担任行政职务的官员或雇员；
the officials or employees who assume the administrative posts in public schools;
- h) 在媒体、新闻机构、出版社中居于领导和管理地位的人员，包括社长副社长，台长副台长或类似级别的主要负责人；
the leadership and management personnel in the media, news agency or publishing house, including the presidents and vice-presidents, directors and deputy-directors, or the persons-in-charge of comparable ranking; or
- i) 或者其他符合中国法律定义从事公务的人员。而“政府”的含义包括中国政府的所有级别和分支（即中央和地方各级政府、政府派出机构），也包括中央和地方各级立法或司法机构。
other personnel who perform the public duties as defined in the PRC law. “Government” shall include the agencies of the Chinese governments at all levels, and all branches of the Chinese government (i.e., the central government, the governments at all local levels, and the resident agencies of the government), as well as the legislative or judiciary branches at the central or all local levels; and

*服务：*系指卖方拟向买方提供的产品明细表中所载明的服务。

Services shall mean the services to be provided by the Vendor to the Purchaser as specified in the products schedule.

2. **接受及条款冲突：**本订单为正式由买方签发的对于采购物品和服务的采购文件。其中涵盖：卖方标的物描述、运输方式、采购服务的描述。您对本订单的签字或者对本订单的履行应被视为对本订单及其采购标准条款和条件的接受。除非买方书面接受同本订单不同的采购条款和条件，或买卖双方有就该标的物或服务另立书面合同，否则卖方应接受该订单中所描述的采购条款及条件。卖方收到经买方批准的订单或合同后可以开始工作。

Acceptance and clause conflicts: This PO shall be the procurement document officially issued by the Purchaser in respect of the goods and services to be purchased. The PO shall contain the description of the Vendor's subject matter, mode of transportation, and description of the services to be purchased. Your execution or performance of this PO shall be deemed your acceptance of this PO and the Standard Terms and Conditions for Procurement thereof. Unless the Purchaser has accepted in writing the procurement terms and conditions different from this PO, or both the Purchaser and the Vendor have otherwise agreed in writing in respect of the underlying goods or services, the Vendor shall accept the procurement terms and conditions provided in the PO. The Vendor may commence the work upon its receipt of the PO or the contract approved by the Purchaser.

2. **价格及支付:** 如果本订单规定了价格, 则按订单的价格执行; 如果本订单未规定价格, 则该标的物品或服务的价格以最后一次卖方提供在发票上的价格或者以最后一次买方付款给卖方的价格或者按照市场标准价其三者中最低价格付给卖方。

Price and payment: If this PO specifies the price, then such price shall apply; if no price is specified in the PO, the price of such underlying goods or services payable to the Vendor shall be the lowest of (i) the price last provided by the Vendor in the invoice, (ii) the price last paid by the Purchaser to the Vendor, or (iii) the standard market price.

除非双方另有约定, 买方将在货到买方指定的地点, 检验合格确定收货日期后, 或者服务完成验收合格后, 并在收到卖方提供的、对金额无争议的正确合法的符合买方财务政策的发票后的六十(60)日内付款。若卖方迟延交付, 则买方有权迟延支付相应款项而无需承担任何责任。双方同意买方的付款并不构成验收。如果买方对卖方提供的任何发票有异议, 买方应在收到发票后的十(10)日内以书面形式通知卖方。双方应友好地协商解决异议。在双方对有争议的部分进行商榷时, 如有可能, 买方应先支付无异议的部分。双方同意买方无需为因异议而延期支付的任何发票支付任何利息或违约金。

Unless otherwise agreed by both parties, the Purchaser shall, upon determination of the date of receipt of the goods after such goods have been delivered to the place designated by it and passed the quality inspection, or upon passing of the inspection of the services rendered, make the payment within sixty (60) days upon the receipt from the Vendor of a valid and correct invoice of an undisputed amount issued in compliance with the Purchaser's financial policies. In case of any delayed delivery by the Vendor, the Purchaser shall be entitled to defer the corresponding payment without any liability. Both parties agree that the payment by the Purchaser shall not constitute an inspection and acceptance. If the Purchaser contests any invoice provided by the Vendor, it shall notify the Vendor in writing thereof within ten (10) days of the receipt of the said invoice. Both parties shall resolve the disputes through amicable consultations. When both parties are in negotiation with respect to the disputed portion of the invoice, the Purchaser shall, to the extent possible, make the payment for the undisputed portion of the invoice. Both parties agree that the Purchaser shall not be required to pay any interest or liquidated damages for the deferred payment of any contested invoice.

3. **质量及规格:**

Quality and specification:

- 3.1 本订单项下所供商品在原料、工艺和销售品质方面都无瑕疵，符合买方的规格，在卖方知道或合理知道该商品的用途和目的范围内，该商品适合买方的既定用途和目的；卖方进一步保证其拥有按本订单提供的所有产品的所有权和相关权利，而这些产品为全新、未使用、未返工或整修，并且不带有任何抵押、担保或任何第三方的权利要求。这些保证在任何交货、验收、付款或发运产品后应继续有效。

The goods supplied under this PO have no defects in their materials, processes and quality, conform to the Purchaser's specifications and, to the extent of the usage and purpose of such goods as known or reasonably known to the Vendor, suit the usage and purpose prescribed by the Purchaser. The Vendor further warrants that it has the ownership and relevant rights to all the Products supplied under this PO, and such Products are brand new, unused, un-reworked, unrepaired, and free and clear from any mortgage, security, or any claims by a third party. These warranties shall survive after any delivery, inspection, payment or shipment of the Products.

- 3.2 当服务将作为本订单的一部分提供时，卖方应，

Where the Services are to be provided as part of this PO, the Vendor shall:

- a) 根据买方不时的指示以及所有适用法律、规定以及行业标准和规范，以最高标准的技能、关注及勤勉向买方提供本订单所描述的服务以及此等服务的其他合理辅助服务。

provide the Purchaser with the Services described herein and other services reasonably incidental thereto with the skill, care and diligence of the highest standards according to the instructions from the Purchaser from time to time, and all applicable laws, regulations, and industry standards and practices.

- b) 使用具有适当技能、资质及经验的人员向买方提供服务。卖方同意筛选并面试该等人员，以：(i)确保被指派为买方提供任何一部分服务的人员为且仅与卖方有合法劳动或劳务或其他劳务派遣关系之人员；并(ii)确保卖方对人员的该等指派并不违反任何法律法规或相关合同义务。买方保留权利以合理拒绝接受其认为不适宜提供服务之人员。如果买方拒绝接受某人员，卖方将尽其最大努力提供合适的替代人员。对买方拒绝接受的任何人员，买方将不承担任何义务，亦不产生任何费用。

Provide the Personnel with appropriate skill, qualification and experience to render the Services to the Purchaser. The Vendor agrees to screen and interview such Personnel to ensure: (i) the personnel designated to provide any part of the Services to the Purchaser have, and only have, lawful labor or service relationship or other labor dispatch relationship with the Vendor; and (ii) such dispatch of the personnel by the Vendor will not violate any laws and regulations or breach any relevant contractual obligations. The Purchaser reserves the right to reasonably reject the Personnel in its belief unsuitable to provide the Services. If the Purchaser rejects any Personnel, the Vendor will use its best endeavors to provide an appropriate replacement. The Purchaser shall have no obligations, nor will incur any costs, in respect of any Personnel rejected by it.

- c) 确保提供服务的人员在整个服务提供阶段的连续性。

ensure the continuity of the Personnel providing the Services during the whole course of the Services.

- d) 对其所雇人员承担全部责任，包括但不限于：(i)根据其与人或相关方之协议安排以及法律法规规定，向代表卖方提供服务的人员支付所有到期应付的报酬及其他费用；(ii)基于卖方与人员之间的劳动或劳务或其他劳务派遣关系向人员提供所有相应权益（前提是存在该等劳动或劳务或其他劳务派遣关系）；(iii)根据相关法律法规规定，代扣代缴相应税款并向主管税务机关缴纳该等税款；及(iv)按照相关司法管辖区的相关法律法规规定，购买任何与劳动相关的保险。

take all responsibility for its employees, including without limitation to (i) pay the Personnel providing the Services on behalf of the Vendor all the compensations due and payable and other expenses according to the contractual arrangements between it and the Personnel, or the relevant party, and the laws and regulations; (ii) provide all relevant interests to the Personnel based upon the labor or service or other labor dispatch relationships between the Vendor and the Personnel (provided such relationships exist); (iii) withhold the relevant taxes and pay such taxes to the competent tax authorities according to the relevant laws; and (iv) purchase any labor-related insurances according to the relevant laws in the relevant jurisdictions; and

- e) 卖方应严格按照本订单中的时间表成功地完成服务。卖方应认识到其遵循服务的期限非常重要。

complete the Services successfully strictly pursuant to the schedule set forth in this PO. The Vendor shall recognize the vital importance of following the term of the Services.

- 3.4 使用或销售该标的物品不得侵犯任何专利、商标、著作权或者属于其他第三方的知识产权。The use or sale of the underlying goods shall not infringe upon any patent, trademark, copyright or intellectual property rights owned by other third parties.

4. 数量、交付及验收：

Quantity, delivery, inspection and acceptance:

- 4.1 买方购买产品的数量和交货时间、交货地点应由订单进行确认。卖方对订单上的所有信息一经确认，除非得到买方的书面同意，订单内容不得修改。

The quantity of, and time and place of delivery for, the Products to be purchased by the Purchaser shall be confirmed in the PO. Once confirmed by the Vendor in its entirety, the PO shall not be amended unless the Purchaser consents thereto in writing.

- 4.2 除非另有约定，卖方需严格按照订单确认的时间和条件交货。卖方每逾期交付一日，应按未交付部分金额的千分之三 (3‰)每天支付违约金，并赔偿买方由此造成的任何额外费用，封顶不超过未交付部分金额的 20%；逾期交货超过十(10)日的，买方有权终止本订单。买方终止订单的，卖方除向买方支付计算至协议终止日止的前述违约金及额外费用外，还应向买方支付订单总金额百分之三十(30%)的违约金。

Unless otherwise agreed, the Vendor shall deliver the Products strictly pursuant to the delivery schedule and conditions specified in the PO. The Vendor shall pay 3‰ of the value of the undelivered Products in liquidated damages for each and every day of the delayed delivery, and indemnify the Purchaser against any additional expenses the latter has incurred therefrom, with the foregoing

liquidated damages and indemnifications subject to a cap of 20% of the value of the undelivered Products. The Purchaser shall have the right to terminate this PO if the delivery is delayed for more than ten (10) days. Where the PO is terminated by the Purchaser, the Vendor shall, in addition to the said liquidated damages and additional expenses accrued through the termination date of the agreement, pay the Purchaser thirty percent (30%) of the total amount of the PO in liquidated damages.

- 4.3 卖方应使用买方于产品订单中指定的运输方式进行产品运输，并保证运输过程中的产品质量和安全。卖方必须将产品送至买方指定的地点，并安全地卸货。订单载明的应交付的产品的所有风险应由卖方承担直至货物实际交付至买方指定的接收地点，并且经买方指定的收货人签署接收文件时止。

The Vendor shall ship the Products in such way as designated by the Purchaser in the PO, and ensure the quality and safety of the Products in transport. The Vendor shall deliver the Products to the place designated by the Purchaser and discharge them safely. All risks of the Products deliverable according to the PO shall be borne by the Vendor until the Products have been actually delivered to the place of receipt designated by the Purchaser and the receipt documents have been signed by the consignee designated by the Purchaser.

- 4.4 若涉及产品生产，应买方可能的、合理的要求，卖方需接受(1)买方对卖方的任一生产环节指定第三方认证检测机构进行驻厂检验，检验内容由买方指定，和/或(2)买方指定的审计和生产现场检查。此外，应买方可能的、合理的要求，产品需要进行出厂检验的，卖方所提供的一切产品应接受买方或买方指定的第三方的检验或者按照买方的要求提供具有权威认证机构的检测报告。所有由买方指定的，需要由买方或第三方进行出厂检验的产品，检验合格后才能发货。

Where the manufacturing of the Products is involved, the Vendor shall, at the possible and reasonable request by the Purchaser, accept (1) the on-site inspection of any part of the production processes of the Vendor by a third-party certified inspection agency designated by the Purchaser, and/or (2) the audit and on-site inspection designated by the Purchaser. In addition, where the delivery inspection is required for the Products, any Products provided by the Vendor shall, at the possible and reasonable request by the Purchaser, be subject to the inspection by the Purchaser or a third-party designated by the Purchaser, or the Vendor shall, as requested by the Purchaser, furnish an inspection report issued by an authoritative certification agency. All Products designated by the Purchaser to be subject to the delivery inspection by the Purchaser or a third party shall be delivered only upon passing of the inspection.

- 4.5 如果交付货物有缺陷、未拥有其应有的性能或者不符合任何样品表明的质量、或者不符合订单载明的质量和规格，除保留其依据本订单或依法享有的其它权利或补救之外，买方有权要求(1)全部或部分解除本订单；(2)将货物退还给卖方，并由卖方承担风险和费用；和/或(3)要求卖方赔偿因此所造成的直接损失。若买卖双方未能就再次检验结果达成一致，双方可以共同委托一家权威的第三方检验机构对产品进行检验，其检验结果对双方均有约束力，除检验结

果认定产品无缺陷且符合本订单的各项规定外，检验费用应由卖方承担。尽管买方对货物进行了检验，卖方仍应对货物交付之前或之后的任何可归责于卖方的货物瑕疵或缺陷承担责任，上述检验不得视为对卖方该等义务的免除。

If the Products delivered are defective, devoid of the efficacy that they should have had, or inconsistent with the quality exhibited by the samples, or the quality and specifications set forth in the PO, the Purchaser shall, without prejudice to the other rights or remedies it may be entitled to under this PO or the laws, have the right to (1) cancel this PO in whole or in part; (2) return the Products to the Vendor at the latter's risks and expenses; and/or (3) require the Vendor to indemnify it against the direct losses arising therefrom. If the Vendor and the Purchaser fail to reach an agreement on the results of the re-inspection, both parties may jointly commission an authoritative third-party inspection agency to inspect the Products, the results of which inspection shall be binding on both parties. Unless the inspection confirms that the Products are not defective and instead consistent with all requirements of this PO, the inspection expenses shall be borne by the Vendor. The Vendor, notwithstanding the fact that the Purchaser may have inspected the Products, shall be liable for any flaws or defects of the Products attributable to it either before or after the delivery. The said inspection shall not be deemed to exempt the Vendor from such obligations.

- 4.6 除非另有约定，如经买方检验发现卖方多交付产品的，买方有权拒绝接受该等多交付的产品且无义务为卖方保管该等多交付的产品。买方会及时通知卖方。如买方虽拒绝接受多交付的产品但为卖方代为保管该等产品的，卖方应承担买方代为保管该等产品期间所产生的合理费用。对于买方代为保管期间而发生的多交付产品的任何毁损，买方不承担任何责任。

Unless otherwise agreed, if it is discovered from the Purchaser's inspection that excess Products are delivered, the Purchaser shall have the right to reject such excess Products without any obligations to attend to such excess Products for the Vendor. The Purchaser will promptly notify the Vendor thereof. If the Purchaser refuses to take, but nevertheless attends to, the excess Products, the Vendor shall bear any reasonable expenses incurred in the Purchaser's attending to such excess Products for the Vendor. The Purchaser shall not be liable for any damages to the excess Products when they are in the custody of the Purchaser.

5. 包装和产品标识要求:

Packaging and marks of Products:

- 5.1 卖方应按照订单的要求进行包装。因产品包装所产生的任何费用应由卖方承担。

The Vendor shall package the Products as required in the PO. Any expenses incurred for packaging the Products shall be borne by the Vendor.

- 5.2 每件产品（最小独立包装）应独立包装，并印刷或张贴符合国家规定的销售用产品标识。卖方需遵守国家关于销售产品标识的相关法律规定，产品标识应包括质量合格证、质量标准、生产厂家及生产地址等。

Each Product shall be packaged separately (minimum single packaging) with the product sale marks in compliance with the state regulations to be printed or posted on the package. The Vendor shall

comply with the relevant laws and regulations in respect of the product sale marks including the quality certificate, the quality standards, the manufacturer and its address.

- 5.3 包装物表面应有该产品名称、该产品货号、该批产品的出厂批号、每包装数量及总数量。卖方应保证包装的牢固、清洁，不破损，并有良好的防潮、防水、防锈、防腐和防振等保护措施。特殊产品的包装应遵照买方向卖方另行提出的具体要求。

The face of the package shall bear the name, merchandise number, and batch number of the Products, unit quantity and total quantity. The Vendor shall ensure that the package is sturdy, clean, unbroken, and resistant to dampness, water, rust, decay and vibration. Packaging of the special Products shall comply with the specific requirements provided by the Purchaser to the Vendor separately.

- 5.4 除本订单约定的其他单证外，卖方应随货附上卖方出具的该批产品的供货清单及检验报告单。In addition to the other documents set forth in this PO, the Vendor shall provide along with the goods a supply list and inspection report of the Products.

- 5.5 若有与上述要求不符合的情况，买方有权退货或拒收并不承担由此产生的费用和损失，卖方将承担由此对买方造成的所有损失。

In the case of any failure to comply with the aforesaid requirements, the Purchaser shall have the right to return or reject the Products without being liable for any expenses and losses arising therefrom, and the Vendor shall assume all the losses incurred by the Purchaser therefrom.

6. **保险：**卖方所持保险的承保范围应包括第三方人身伤亡或财产损失保险，其保额应足以使买方在出现人身伤亡或财产损失的情况下得到保护，并应符合有关雇主对雇员因雇用所致伤病所负责任的任何和所有法律、法规或命令。卖方还应购买并保持卖方经营所在国类似规模和类似业务的公司通常购买并保持的其他种类和保额的保险。

Insurance. The insurance maintained by the Vendor shall cover the third party casualties or property losses, the amount of which shall be adequate to protect the Purchaser against the casualties or property losses, and shall comply with all the laws, regulations and orders pursuant to which the employer shall be liable for any injuries suffered by the employees as a result of the employment. The Vendor shall also purchase and maintain the insurances of other types and amounts which are customarily purchased and maintained by the company with the similar size and business in the country where the Vendor operates.

卖方应为订单项下的产品购买运输保险，赔付范围应包括运输过程中的损坏、丢失和延误等。如买方有要求，卖方应在产品出运前向买方提供该批产品的运输保单。若运输过程中出现任何异常情况，由卖方负责和保险公司协商解决。

The Vendor shall purchase the transportation insurance for the Products under the PO covering the damages, losses and delay incurred during the transportation. The Vendor shall, upon the request by the Purchaser, provide the Purchaser with the transportation policy for the batch of the Products before shipping them. In case any unusual circumstances arise during the transportation, the Vendor shall be responsible for consulting with the insurer to resolve the issues.

7. **税收：**本订单中所提及的价格，包括除法律明确规定应由买方承担的税款外的一切税款和其他行政费用。卖方同意对卖方未能支付的税款和其他行政费用对买方进行赔偿或者报销买方由此产生的相应费用。

Taxation. The prices referenced in this PO shall include any taxes and other administrative expenses except for the taxes expressly required by law to be borne by the Purchaser. The Vendor agrees to indemnify the Purchaser against the taxes and other administrative expenses unpaid by the Vendor, or reimburse the Purchaser the relevant expenses incurred by the Purchaser therefrom.

8. **知识产权：**除经买方事前书面许可外，卖方仅可在买方明确授权下使用买方或者买方的关联方拥有的、或被授权使用的（已注册或未注册）商标、商号、标识、专利或著作权，并且在此情况下卖方确认此类授权将仅限于履行本订单必需的范围内。卖方应承担并且应就因为或关于在本订单范围之外任何使用该等信息而产生的任何索赔、法律行动、责任、损失、损害赔偿、支出和费用赔偿买方并使其免受损害。

Intellectual Property Right. Unless the Purchaser has given its prior written consent, the Vendor shall only, to the extent expressly authorized by the Purchaser, use the trademarks, trade names, logos, patents or copyrights, whether registered or not, owned by or licensed to the Purchaser or its Affiliates, and in such case the Vendor confirms that the said authorization shall only be limited to the extent necessary for the performance of this PO. The Vendor shall be liable for, and shall indemnify and hold harmless the Purchaser against, any claims, legal actions, liabilities, losses, damages, expenses and costs arising out of or in connection with using such information outside the scope of this PO.

任何标有买方商标、商号、标识、专利或者著作权的产品只能按照买方要求进行处理并由由卖方承担因此产生的所有费用和损失，包括但不限于：卖方生产的达不到本订单约定的质量或规格要求的成品、卖方在生产过程中产生的多于物料等。

Any Products (including without limitation the Vendor's final products that fail to meet the quality standards or the specifications set forth in this PO, and the redundant materials from the Vendor's manufacturing process) bearing the trademarks, trade names, logos, patents or copyrights of the Purchaser shall be handled, at the Vendor's expenses and losses, only in such a manner as required by the Purchaser.

卖方不得将有买方商标、商名、标识、专利或著作权的产品、样品等进行公开的宣传并在各种商业场合展示。任何卖方为买方生产的新产品，在买方投入市场之前，卖方必须保证所有的样品、图纸、配方等不得公示给任何除买方外的第三方。

The Vendor shall not promote in public or display in any business settings any Products or samples bearing the trademarks, trade names, logos, patents or copyrights of the Purchaser. The Vendor shall ensure all the samples, drawings, and formula in respect of any new Product manufactured by the Vendor for the Purchaser, before such new Product is launched in the market, will not be disclosed to any third party other than the Purchaser.

9. 保密:

Confidentiality:

- 9.1 任何与本订单相关并由买方或以买方名义提供给卖方的信息或材料均归买方所有，卖方只能将这些资讯用于与本订单有关的用途。卖方不得泄露或移作他用任何由买方或其关联机构提供或以买方其关联机构名义提供的、与设计、图纸、规格、人事、科研、产品及其他商业情报有关的资讯。卖方应妥善保管这些材料，但合理损耗除外，并根据买方指示处理或返还这些材料。如果卖方获悉存在（或疑似存在）未经授权披露或使用买方任何保密信息的情形，必须立即通知买方。

Any information or materials related to this PO and provided by or on behalf of the Purchaser to the Vendor shall belong to the Purchaser. The Vendor shall use such information only for the purposes of this PO. The Vendor shall not disclose any information provided by or on behalf of the Purchaser or its affiliates in relation to the designs, drawings, specifications, personnel, research, product and other business intelligence, or use such information for any other purposes. The Vendor shall keep such materials properly except for the reasonable wear and tear, and dispose of or return them as instructed by the Purchaser. If the Vendor becomes aware of any unauthorized or seemingly unauthorized disclosure or use of any Confidential Information of the Purchase, it shall immediately notify the Purchaser thereof.

- 9.2 本条同样适用于卖方的人员、顾问、代理人或代表人，并且卖方在此同意，其应将上述条款的内容如实告知其人员、顾问、代理人或代表人并保证其所有有关人员、顾问、代理人或代表人遵守本条款。

This clause also applies to the personnel, consultants, agents or representatives of the Vendor. The Vendor hereby agrees that it shall truthfully inform its personnel, consultants, agents or representatives of the above-mentioned clause, and undertakes that its personnel, consultants, agents or representatives will comply with this clause.

10. 隐私:

Privacy:

- 10.1 双方将遵守中国与隐私相关的法律规定。

Both parties will comply with the privacy-related PCR laws.

- 10.2 卖方将遵守附件一《供应商隐私保护和安全标准》（下称“供应商隐私标准”）。

The Vendor will comply with Annex I Standards on Supplier Privacy Protection and Safety (the “Standards on Supplier Privacy”).

- 10.3 《供应商隐私标准》中的义务，包括在性质上相似的义务，是卖方在本订单项下的附加义务。如果履行《供应商隐私保护标准》中的义务会引起卖方无法履行其他义务的，卖方应遵守《供应商隐私标准》的规定。

The obligations under the Standards on Supplier Privacy, including those that are similar in nature,

constitute additional obligations of the Vendor under this PO. If performance of the obligations under the Standards on Supplier Privacy would render the Vendor unable to perform other obligations, the Vendor shall comply with the provisions of the Standards on Supplier Privacy.

10.4 卖方未遵守《供应商隐私标准》的行为属于严重违反本订单的行为。即使本订单的其他条款可能有相反规定：

Any failure by the Vendor to comply with the Standards on Supplier Privacy shall constitute a material breach of this PO. Notwithstanding anything to the contrary in this PO:

(一) 买方按照《供应商隐私标准》明示许可的内容的行为不应被视为买方违反本订单；及
no acts by the Vendor expressly permitted under the Standards on Supplier Privacy shall be deemed a breach of this PO; and

(二) 任何该等行为均不免除服务供应商履行其于本订单项下义务的责任。
no such acts shall exempt the service vendor from its performance of the obligations under this PO.

11. 反腐败:

Anti-Corruption:

双方同意在执行本订单时应当遵守所有适用的法律法规，【合同方】特别承诺遵守本合同【附件二】即“关于反腐败的合规约定”。双方同时明确，违反反腐约定即视作严重违约。双方进一步明确，在该附件中甲方特指礼来，而乙方特指卖方。

Both Parties agree to comply with all applicable laws and regulations in carrying out this Contract. The vendor expressly undertakes to comply with the anti-corruption provisions set forth in [Exhibit II] hereto. Both Parties also specify that any breach of the anti-corruption provisions shall be deemed a material breach of the contract. Both Parties further specify that, in the exhibit, Party A shall refer to Lilly and Party B shall refer to the Vendor.

12. 违约责任及赔偿：对于因卖方违反其在此作出的陈述和/保证、卖方违反本订单条款、或卖方过失或故意行为产生的任何及所有的责任、判决、损害赔偿、损失和花销，不管买方是否应对上述违约承担部分责任，卖方同意保护、赔偿买方并使其免受损害。但是，在本条款项下卖方不对因买方单方面过失、鲁莽或故意行为造成的损失负责。在任何情况下，买方都不应对卖方的利润损失或其它由此产生的间接亏损负责。

Liability for Breach and indemnification: The Vendor agrees to protect, indemnify and hold harmless the Purchaser from and against any and all liabilities, judgments, damages, losses and expenses incurred as a result of the breach by the Vendor of its representations and/or warranties and the clauses hereof, or of the negligent or willful acts of the Vendor, regardless of whether the Purchaser shall be partially liable for the above-referenced breach, provided that the Vendor shall not be liable for any losses arising from the unilateral negligent, reckless or willful acts of the Purchaser. Under no

circumstances shall the Purchaser be liable for any profit losses or other indirect losses of the Vendor arising therefrom.

除非另有约定，买方需严格按照订单确认的时间和条件付款。买方每逾期支付一日，应按未付款项的千分之三 (3‰)每天支付违约金，封顶不超过未付款项的 20%。

Unless otherwise agreed, the Purchaser shall make the payments strictly pursuant to the payment time and conditions specified in the PO. The Purchaser shall pay 3‰ of the overdue payment in liquidated damages for each and every day of the delayed payment, subject to a cap of 20% of the unpaid amount.

13. **终止：**双方协商一致，可以书面形式提前解除本订单。如果任何一方在任何时间严重违反采购订单中规定的义务、一般性违约但经过对方书面通知或者催告后三十（30）日内未完成补救、变为无力偿债、进入清算程序、被破产接管、接收任何形式的外部破产管理、与其债权人基本达成和解协议安排、或利用任何法律减免无力偿债之债务人的债务，则对方经书面通知可终止本采购订单。

Termination: Both parties agree that this PO may be terminated early in writing. Either party may terminate this PO upon serving a written notice on the other party if such other party has, at any time, (i) materially breached its obligations under this PO, (ii) failed to cure a general breach within thirty (30) days of the written notice or request from the other party, or (iii) become insolvent, entered into liquidation or receivership, fallen subject to the external administration of any form, made a composition arrangement with its creditors in general, or drawn upon any law to relieve the insolvent debtors from the indebtedness owed by them.

14. **不可抗力：**“不可抗力”是指将引起一方或双方不能履行本订单项下义务的以下任何事件：火灾、爆炸、洪水、地震以及其他自然事件，战争，政府行为，骚动，或者其它超出双方控制的情况，其他国际认可的不可抗力事件以及其它超出双方控制的人为或者自然事件。如果一方因上述不可抗力不能履行本采购订单中规定的义务，它应在十五（15）天立即书面通知另一方不可抗事件的发生，并提供不能履行其义务的书面解释。

Force Majeure: The “Force Majeure” shall mean any of the following events that render one party or both parties unable to perform the obligations under this PO: fire, explosion, flood, earthquake and other natural events, war, government acts, riots, or other circumstances beyond the control of both parties, other internationally-recognized force majeure events, and other artificial or natural events beyond the control of both parties. If either party is unable to perform its obligations under this PO due to the Force Majeure, it shall promptly notify the other part in writing of the occurrence of such events within fifteen (15) days thereof, and provide the written explanation for the inability to perform its obligation.

15. **安全保障：**卖方应遵守与服务有关的所有必需的安全预防措施以及中国的卫生和安全法律法规及其任何修正案。卖方还须遵守买方可能不时提出的任何安全及现场规范或要求。

Safety protection: The Vendor shall take all necessary safety preventive measures related to the Services and comply with the PRC health and safety laws and regulations, as amended. The Vendor shall also comply with any safety and on-site standards and requirements set by the Purchaser from time to time.

16. 适用法律和争议解决:

Governing law and dispute resolution:

16.1 本订单的订立、生效、解释和履行以及因本订单而产生的争议的解决应受中国法律管辖。

The execution, effectiveness, interpretation and performance of this PO and the resolution of any dispute arising from this PO shall be governed by the PRC laws.

16.2 因本订单而产生或与本订单有关的任何争议（包括与本订单的存在、有效性或终止有关的任何问题）应首先通过友好协商解决。如果该争议在一方向另一方提出书面通知要求进行协商的三十(30)日内未能友好协商解决，该争议应提交至买方住所地所在的有管辖权的法院最终解决。

Any disputes arising out of or in connection with this PO (including any issues regarding the existence, validity or termination of this PO) shall be first resolved through amicable consultations. If the dispute fails to be resolved through amicable consultations within thirty (30) days after one party has served a written notice on the other party requesting such consultations, such dispute shall be submitted for the final resolution to the court with jurisdiction at the place where the Purchaser is domiciled.

17. 卖方保证和承诺

Warranties and undertakings of the Vendor

17.1 卖方向买方保证:

The Vendor warrants to the Purchaser that:

- a) 按照本地法律，法规，政策和行政规定，卖方获得了许可，经过注册，或是具有资格从事业务，并且根据相关法律要求，为在规定时间内提供商品或完成服务，已经获得必需的或者法定的许可或注册；

it has obtained the permits, been registered or qualified to conduct its business according to the local laws, regulations, policies or administrative provisions, and has, according to the relevant laws, obtained mandatory or statutory permits or registrations to supply the Products or provide the Services within the specific timeframe;

- b) 其有权签署并履行本协议项下的义务，且无需任何其他方的同意；

it has the right to execute this agreement and perform the obligations hereunder without the consent of any other parties;

- c) 如果在交付前向买方提供了货物样品，则货物将与样品保持一致；

the Products will be consistent with the samples if such samples have been provided to the Purchaser prior to the delivery;

- d) 其未曾在货物中使用或指定使用，以后亦不会使用或指定使用（或允许其他方使用或指定使用）：任何不符合适用的或相关的地方标准或行业规范（如果没有地方标准或行业规范，则为适用的或相关的适当的国家标准和规范）的物质或材料，或是在指定使用之时为行业或同业所知的、如在特定环境中如使用将对健康或安全或耐久性或适用性有害的材料或物质；

it has not used or specified to use, and will not use or specify to use (or permit other parties to use or specify to use) any substances or materials inconsistent with the applicable or relevant local

standards or industry practices (or if there are no such local standards or industry practices, then the applicable or relevant state standards or norms), or any substances or materials that are, if used in certain environment, known in the industry or to the peers at the time of the specified use to be harmful to the health, safety, durability or fitness;

17.2 卖方应承诺:

The Vendor undertakes that:

- a) 按期提供发票, 详细陈述完成的工作;
provide the invoices on schedule and detail the work completed;
- b) 提供用于报销所需的全部费用文件, 并且在出现异常支出之前提前向买方提供书面通知。在任何异常支出发生前, 买方必须以书面形式予以批准;
provide all documents required for the expenses reimbursement, and give prior written notice to the Purchaser in the case of any extraordinary expenditure. Any extraordinary expenditure shall be approved by the Purchaser in writing prior to its incurrence;

17.3 遵守法律:

Legal compliance:

- a) 就与本订单相关的事项, 卖方应遵守与政府采购、利益冲突、腐败或贿赂行为相关的所有适用的地方性、全国性和国际性的法律、法规和行业规范, 包括经修订的 1977 年美国《反海外腐败法》(包括其修正案) 以及为实施《经济合作与发展组织禁止在国际商业交易中贿赂外国公职人员公约》而制定的任何法律(如适用)。
The Vendor shall, in respect of the matters related to this PO, comply with all applicable local, national and international laws, regulations and industry practices related to the government procurement, conflict of interest, corruption or bribery, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, and, if applicable, any laws enacted to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.
- b) 为本条之目的, “政府或公共官员”是指: (i) 任何官员、公务员、雇员、代表或者代表下列机构组织以官方身份行事的任何人: (a) 任何政府或其任何部门或机关; (b) 任何公共国际组织(如联合国、国际货币基金组织、国际红十字会、世界卫生组织等), 或其任何部门、机关或机构; 或(c) 任何由政府所有或控制的公司、机构或其他实体, 包括政府所有的医院或学校; (ii) 任何政治党派或党派官员; 以及(iii) 任何政治职位的候选人。
“Government or Public Officials”, for the purposes of this clause, shall mean: (i) any officials, civil servants, employees, representatives, or any persons acting in an official capacity on behalf of: (a) any governments or any departments or agencies thereof; (b) any public international organizations (e.g., the United Nations, the International Monetary Fund, the International Red Cross, and the World Health Organization, etc.), or any departments, agencies or institutions

thereof; or (c) any companies, institutions, or other entities owned or controlled by the government, including government-owned hospitals or schools; (ii) any political parties or party officials; and (iii) any candidates for political offices.

- c) 就与本订单相关的事项，卖方确认其未曾为了达到下列目的而对任何人或者任何政府或公共官员提供、提议提供、给予、承诺给予或授权，且卖方同意并承诺其将不会为了达到下列目的对任何人或者任何政府或公共官员提供、提议提供、给予、承诺给予或授权，任何直接或间接的贿赂、回扣、支付或任何有价值之物的转移：(i) 不正当影响个人或者政府或公共官员的任何行为或决定；(ii) 引诱个人或者政府或公共官员违反其法定或其他要求的责任义务而作为或不作为；(iii) 确保任何非正当的好处；或(iv) 诱使个人或者政府或公共官员不正当地影响包括任何政府或政府机构在内的任何组织的行为或决定，以帮助卖方或者买方获得或者保持业务。

In respect of the matters related to this PO, the Vendor confirms that it has not provided, offered to provide, given, promised to give, authorized any direct or indirect bribes, kickbacks, payments or anything of value to any Government or Public Officials, and agrees and undertakes that it will not do so, in each case for the purposes of (i) unduly directing any acts or decisions of any individuals or Government or Public Officials, (ii) inducing the individuals or Government or Public Officials to do or omit to do any act in violation of their statutory or mandatory duties or obligations, (iii) securing any improper advantages, or (iv) inducing the individuals or Government or Public Officials to unduly direct any acts or decisions of any organizations including any governments or government agencies with a view to helping the Vendor or the Purchaser obtain or maintain the business.

- d) 卖方将会尽一切合理努力来遵守信息披露的请求，包括回复调查问卷和具有针对性的审计问询，使买方能够确保其遵守所有可适用的法律（包括反腐败法）以及本订单。

The Vendor will use all reasonable endeavors to comply with the information disclosure requirements, including responding to the questionnaires and specific audit inquiries whereby the Purchaser may be assured the Vendor complies with all applicable laws (including the anti-corruption laws) and this PO.

- e) 卖方确认其在本订单项下获取的款项和任何其他利益均基于公平市场价值，作为其将向买方提供的本订单所规定的服务的对价。

The Vendor confirms that the monies and any other benefits it obtains under this PO are all based upon the fair market value, and are the consideration for the Services provided by it to the Purchaser as set forth in this PO.

- f) 卖方同意，未经买方提前书面同意，其将不会就本订单的履行聘请任何承包方、代表和代理人。若买方授予该等同意的，则在参与与本订单有关的事项之前并在买方授予的同意的范围内，卖方应与该等承包方、代表和代理人签署书面协议，在该协议中，承包方、代表和代理人应确认其将遵守所有适用的法律（包括反腐败法），以及本条规定的义务。

The Vendor agrees that it will not retain any contractors, representatives or agents for the

performance of this PO without the prior written consent of the Purchaser. If the Purchaser gives such consent, the Vendor shall, prior to engaging the contractors, representatives or agents in the matters related to this PO and to the extent of the consent given by the Purchaser, enter into a written agreement with such contractors, representatives and agents, pursuant to which the contractors, representatives and agents shall confirm that they will comply with all applicable laws (including anti-corruption laws), and perform the obligations provided in this clause.

- g) 卖方应就任何可能与本订单事项相关的，针对其设施、流程或产品发起的任何政府或合规性审查、审计或检查，立即通知买方。卖方应向买方提供任何该等审查、审计或检查的结果。买方应被给予就任何该等审查、审计或检查的相关回应向卖方提供协助的机会。

The Vendor shall immediately notify the Purchaser of any government or compliance review, audit or inspection possibly related to this PO and initiated against the facilities, processes or products of the Vendor. The Vendor shall provide the Purchaser with the results of any such review, audit or inspection. The Purchaser shall be given the opportunity to assist the Vendor with the relevant responses to any such review, audit or inspection.

- h) 卖方同意其将会根据公认会计准则及法律法规，就与本订单有关的收据发票等凭证和费用维持准确和完整的记录，包括向任何第三方或者政府或公共官员的支付记录，并将保存其他合理的证明其遵守本订单的要求所必需的文件和记录，上述凭证、记录以及文件的保存期限应符合适用的会计准则及法律法规的规定，并且至少为本订单生效期间以及本订单届满或终止后的五年。卖方进一步同意，就与本订单有关的收据发票等凭证和费用，其将会维持充分的内部控制，并且将不会制作或允许任何与本订单相关的账外账目、不可充分识别的交易、虚假的支出记录、错误识别类目的负债记录或虚假文件的使用。

The Vendor agrees that it will, according to the GAAP and laws and regulations, maintain the accurate and complete records in respect of the vouchers (*e.g.*, the receipts and invoices, etc.) and expenses related to this PO, including any records of the payments made to any third party or the Government or Public Officials, and will keep other reasonable documents and records necessary for proving its compliance with this PO. The retention period for the said vouchers, records and documents shall comply with the applicable accounting principles and laws and regulations, and shall last at least for the effective term of this PO and five (5) years after the expiration or termination of this PO. The Vendor further agrees that it will maintain adequate internal control over the vouchers (*e.g.*, the receipts and invoices, etc.) and expenses related to this PO, and will not make, or permit the use of, any off-balance-sheet accounts, transactions not fully identifiable, false expenditure records, mis-itemized indebtedness records, or false documents, each related to this PO.

经买方提前十(10)日的书面通知，卖方必须允许买方进入其场所进行该等查阅及稽核，并向买方提供与服务有关的记录和账目。根据本条进行的任何稽核所发现的任何超额付款部分，卖方必须在其收到书面稽核报告后七(7)日内偿还买方。卖方将遵守买方在根据本条进行任何稽核之后所提出的任何合理建议。

Upon ten (10) days' prior written notice by the Purchaser, the Vendor shall grant the Purchaser

access to its site to conduct such inspection and audit, and shall provide the Purchaser with the records and accounts related to the Services. Any excess payment discovered by any audit conducted hereunder shall be repaid to the Purchaser within seven (7) days after the Vendor has received the written audit report. The Vendor will comply with any reasonable recommendations made by the Purchaser following any audit conducted hereunder.

- i) 卖方同意就与本订单有关的任何潜在违规行为的程度范围，善意地配合调查活动。
The Vendor agrees to cooperate in good faith with the investigation into the extent and scope of any potential violations related to this PO.
- j) 在任何时间，且无须通知卖方，买方可向客户、政府或政府机关以及其他买方认为其有合法知情权的任何人披露与可能存在的违法行为或者本订单条款的存在有关的信息，包括付款条款。

The Purchaser may, at any time and without any notice to the Vendor, disclose to the customers, government or government agencies, and any other persons whom the Purchaser believes to have the legitimate information rights any information related to any possible violations or the existence of this PO, including the payment clause.

- k) 尽管有本采购标准条款和条件第 11 条和第 12 条的规定：

Notwithstanding clause 11 and 12 of these Standard Terms and Conditions for Procurement:

- i) 卖方同意，对本条的违反应被视为本订单项下的重大违约，如果买方善意地认为卖方已违反本条的规定，其可以立即寻求基于法律和衡平原则可获得的一切救济措施，包括终止本订单。

the Vendor agrees that any violations of this clause shall be deemed a material breach under this PO. If the Purchaser believes in good faith that the Vendor has breached this clause, it may immediately seek to obtain any remedies at law and in equity, including the termination of this PO.

- ii) 如果本订单根据本项规定被终止，买方有权请求卖方补偿或退还其已向卖方支付的任何费用、其他补偿或报销费用，并且买方对本订单项下的任何未到期的款项不再对卖方负有付款义务。

if this PO is terminated according to this paragraph, the Purchaser shall have the right to request the Vendor to reimburse or refund any expenses, other compensation or reimbursement paid by the Purchaser to the Vendor, and the Purchaser shall owe no further obligations to pay the Vendor any undue amounts under this PO.

- iii) 卖方同意赔偿并保护买方免受因卖方直接或间接地对本条的任何违反而产生的，任何和全部的成本、损害、损失、责任、费用、判决、罚款、和解和任何性质的任何其他费用，包括合理的律师费，并就上述事项为买方抗辩。

the Vendor agrees to indemnify, hold harmless and defend the Purchaser from and against

any and all costs, damages, losses, liabilities, expenses, judgments, penalties, settlements, and any other expenses of any nature, including reasonable legal fees, incurred as a result of the direct or indirect breach by the Vendor of this clause.

18. 其他:

Miscellaneous:

- 18.1 转让: 本订单全文及每项条款均适用于客户、继承人及买方允许的受让人。非经买方事先书面同意, 卖方不得转让本订单, 任何未经买方同意的转让均属无效。

Transfer: This PO and each clause thereof shall be applicable to the customers, successors and the transferees permitted by the Purchaser. The Vendor shall not transfer this PO without the prior written consent of the Purchaser, and any transfer without the consent of the Purchaser shall be void.

- 18.2 仅针对制造物料采购: 每次送货请供应商提供送货单, 如果您没有提供该文件您的货物将会被退回。送货单需要以下内容:

For procurement of the production materials only: Whenever delivering the goods, the supplier shall provide a delivery note. The goods will be returned if the said document is not provided. The delivery note shall set forth:

1. 供应商名称
the supplier's name;
2. 送货地址
the delivery address;
3. 采购订单
the purchase order;
4. 数量及物品名称
the quantity and the name of the goods;
5. 产品代码或者买方内部编码
the product code or the Purchaser's internal code;
6. 控制编码 (如果适用)
the control code (if applicable); and
7. 买方内部联系人(如果可以提供)
the contact at the Purchaser (if available).

- 18.3 对于买方的进口采购, 需提供以下原始单据:

For the import procurement of the Purchaser, the following original documents shall be provided:

1. 两套原始发票、装箱单及运单
two sets of original invoices, packing lists and shipping notes; and
2. 非针叶木包装声明或非木质包装声明 (木质包装必须处理并有 IPPC 标识)。
non-coniferous wood packing statement or non-wood packing statement (wooden package shall be processed and bear the IPPC logo).

19. 如果卖方违反任何一条以上提到的陈述和保证条款, 或者是, 如果买方得知, 在代表买方或者任何其他公司履行的服务中, 卖方正在或者已经向政府官员进行不恰当的支付行为, 买方

可以终止合同。另外，如果一旦发生这种终止行为，无论是卖方正在进行的活动，或是合同终止前与其他第三方签订的合同，卖方均无权要求因此获得进一步支付，因而产生的损失和赔偿由该卖方承担。

The Purchaser may terminate the contract if the Vendor breaches any of the above-referenced representations and warranties, or if the Purchaser becomes aware that the Vendor, in performing the services on behalf of the Purchaser or any other companies, is making, or has made, improper payments to the Government Officials. In addition, once such termination occurs, the Vendor shall not be entitled to any further payments for its ongoing activities or the contracts entered into with other third parties prior to the termination of the contract, and shall assume any losses or indemnifications arising therefrom.

20. 本订单所涉及的条款以英文和中文书写，如有出入，以中文为准。

The clauses related to this PO shall be written in both English and Chinese. In the case of any discrepancy between the two versions, the Chinese version shall prevail.

附件一
Appendix 1

供应商隐私保护和安全标准
VENDOR PRIVACY & SECURITY STANDARD

一、 目的
Purpose

本供应商隐私保护标准（“本标准”）规定了供应商代表礼来操作个人信息时有关保密、安全和隐私保护的要求，用以确保供应商遵守相关隐私、安全和数据保护的法律法规，及礼来的全球隐私保护政策。

This Vendor Privacy Standard (or “Standard”) sets forth confidentiality, security and privacy requirements with respect to Personal Information Processed by Vendor on behalf of Lilly to ensure that the Processing by Vendor is compliant with applicable privacy, security and data protection laws globally and the requirements of Eli Lilly’s Global Privacy Program.

二、 定义
Definitions

在本标准中，下列词语的定义如下：

For the purposes of this Vendor Privacy Standard:

1. “个人信息”指由礼来和/或其关联公司提供的，或由供应商为礼来和/或其关联公司收集的：（1）单独或结合礼来公司提供的其他信息或代表礼来的供应商操作的其他信息使用时能够辨识个人身份的信息；或（2）依此可推断出个人的身份或联系信息。个人信息可以是各种媒介和形式，包括电子版和纸张的形式。尽管有上述规定，个人信息并不包括姓名，公司电话号码，公司手机号码，公司地址，公司电子邮箱以及礼来内部的员工号，除非这些数据来自欧盟国家、欧洲经济区或者瑞士。

“Personal Information” means any information provided by Lilly and/or its affiliates or collected by Vendor for Lilly and/or its affiliates (i) that identifies, or when used in combination with other information provided by Lilly or Processed by Vendor on behalf of Lilly identifies, an individual, or (ii) from which identification or contact information of an individual person can be derived. Personal Information can be in any media or format, including computerized or electronic records as well as paper-based files. The foregoing notwithstanding, Except for Personal Information about residents of the European Union/European Economic Area or Switzerland, Personal Information does not include the name, business telephone number, business cell phone number, business address, business email address, or internal Lilly identification number of individual Lilly employees.

个人信息包括但不限于（1）姓或名或缩写；（2）家庭或其他实际地址，包括路名和城/镇名；（3）电子邮件地址或其他在线联络信息，例如即时通讯用户名或者是显示个人电子邮件地址的网名；（4）电话号码；（5）社会保险号，税号，身份证号或其他政府部门颁发的识别号码；

(6) 可识别个人身份的网间协议地址 (“IP地址”) 或主机名; (7) 与其他现有数据相结合可以确定个人身份的持久的标识符, 例如储存在cookie中的客户号或者是处理器序列号, 客户号; (8) 生日或治疗期; 或 (9) 从个人信息中得出的编码号。另外, 只要其他信息 (包括但不限于调查报告, 临床试验识别号码, 个人简历, IP地址, 其他特定识别信息或生物信息) 和个人信息相关联或结合, 该等信息亦被视为个人信息。来自欧盟或欧洲经济区国家的个人信息包括姓名、公司电话号码、公司手机号码、公司地址、公司电子邮件地址或者礼来内部员工号

Personal Information includes (without limitation): (i) a first or last name or initials; (ii) a home or other physical address, including street name and name of city or town; (iii) an email address or other online contact information, such as an instant messaging user identifier or a screen name that reveals an individual’s email address; (iv) a telephone number; (v) a social security number, tax ID number or other government-issued identifier; (vi) an Internet Protocol (“IP”) address or host name that identifies an individual; (vii) a persistent identifier, such as a customer number held in a “cookie” or processor serial number, that is combined with other available data that identifies an individual; (viii) birth dates or treatment dates; or (ix) coded data that is derived from Personal Information. Additionally, to the extent any other information (such as, but not necessarily limited to, case report form information, clinical trial identification codes, personal profile information, IP addresses, other unique identifier, or biometric information) is associated or combined with Personal Information, then such information also will be considered Personal Information. Regarding data coming from countries in European Union or European Economic Area Personal Information includes the name, business telephone number, business cell phone number, business address, business email address, or internal Lilly identification number of individual Lilly employees.

2. “操作个人信息”或“操作”指某种或某一系列对个人信息的操作, 不论是否使用自动方式。如采集、录制、整理、存储、改编或更改、检索、咨询、使用、传递时的披露、传播或者发布、校对或组合, 阻止、消除或毁灭等。

“Processing of Personal Information” (or “Processing”) means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking or dispersed erasure, or destruction.

3. “敏感个人信息”是个人信息的一种, 由于其性质已经由法律界定或者根据礼来政策需要给予额外隐私和安全性保护。敏感个人信息包括:

“Sensitive Personal Information” is a subset of Personal Information, which due to its nature has been classified by law or by Lilly policy as deserving additional privacy and security protections. Sensitive Personal Information consists of:

- (i) 所有政府颁发的身份证号码 (包括美国的社会安全号码、欧盟的社会安全号码、加拿大的社会保险号码、驾驶执照号码和护照号码);

All government-issued identification numbers (including US Social Security numbers, EU Social Security numbers, Canadian Social Insurance numbers, driver’s license numbers, and passport numbers);

- (ii) 所有的金融账号号码 (银行账户号码、信用卡号码和其他允许进入金融账户的信息);
all financial account numbers (the bank account number, credit card number and other information accessible to the financial account);

- (iii) 个人医疗记录和生物特征信息, 包括员工或者消费者的健康、伤残、疾病或者产品兴趣的任何信息; 以及任何和个人健康相关的信息;

All financial account numbers (bank account numbers, credit card numbers, and other information if that information would permit access to a financial account);

(iv) 任何从生物样本中获得的医疗，健康或基因信息，例如可以直接或间接识别出某个人的组织，血液或尿液样本；

medical, health or genetic information derived from biological samples, such as tissue, blood, urine or other samples, which can directly or indirectly be attributed to an identified or identifiable individual;

(v) 个人背景调查报告以及任何从美国消费者报告机构根据公平信用报告法得到的其他数据；
Reports of individual background checks and all other data obtained from a U.S. consumer reporting agency and subject to the Fair Credit Reporting Act;

(vi) 显示种族、民族、国籍、宗教、哲学信仰、所属工会、政治倾向、性生活或性倾向以及刑事记录，起诉记录，犯罪记录或罪行指控，以及

Data elements revealing race, ethnicity, national origin, religion, philosophical beliefs, trade union membership, political orientation, sex life or sexual orientation, criminal records, histories of prosecutions or convictions, or allegations of crimes; and

(vii) 任何被礼来认为是敏感个人信息的其他个人信息。

Any other Personal Information designated by Lilly as Sensitive Personal Information.

4. “服务”指供应商根据协议为礼来提供的特定服务。

“Services” means the particular services that Vendor performs for Lilly under an Agreement.

5. “协议”指供应商为礼来提供服务签订的整个协议，此协议可以经合同双方对于书面合同的签署而形成，或者由供应商对于礼来订单的明示或暗示的接受而形成，亦或合同任何其他方式的要约和承诺而形成。

“Agreement” means the entire contract between the Vendor and Lilly under which the Vendor performs services for Lilly. An Agreement may be formed through the execution of a written contract by both parties, by Vendor’s express or implied acceptance of Lilly’s purchase order, or by any other means of offer and acceptance of a contract.

6. “适用的法律”指的根据具体情形，适用于（1）该协议及本标准；（2）与协议有关的义务或其他活动的履行；（3）当事人，当事人的关联公司（如果有），当事人的分包商，或任何其他代表的任何法规，法律，条约，规则，代码，条例，法规，许可证，解释，证书，判决，法令，禁令，令状，命令，传票，或者类似的政府机关的行为。适用的法律包括但不限于，①1996年的健康保险流通与责任法案；②促进经济和临床健康的卫生信息技术法案（HITECH），HIPAA的隐私和安全规则规定，根据 HITECH 法案对 HIPAA 隐私、安全、执法和违反通知规定的修正案，以及遗传信息非歧视法案（简要最终规则），以及所有对 HIPAA 和 HITECH 法案的修订和进一步规范（统称为 HIPAA 法案）。

“Applicable Laws” means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate, judgment, decree, injunction, writ, order, subpoena, or like action of a Governmental Authority that applies, as the context requires to: (i) the Agreement and this Standard; (ii) the performance of obligations or other activities related to the Agreement; and (iii) a party, a party's Affiliates (if any), a party's Subcontractors (if any), or to any of their Representatives. Applicable Laws, includes, without limitation A) the Health Insurance Portability and Accountability Act of 1996, B) The Health Information Technology for Economic and Clinical Health (HITECH) Act, and the Privacy and Security Rule regulations of HIPAA and the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the HITECH Act and the Genetic

Information Nondiscrimination Act (the “Omnibus Final Rule”) and all amendments to and further regulations of the HIPAA and HITECH Acts (collectively, “HIPAA”).

三、 供应商一般义务

General obligations

1. 本订单下供应商的所有义务是本标准的要求以外的，可能包括那些和本标准性质相似的要求，供应商除了为礼来提供服务或者执行礼来的指示之外不得以任何目的操作或者使用任何个人信息。当供应商认为在完全符合本标准的要求同时无法履行本订单的义务时，应当立即通知礼来并且在冲突解决之前不得进行任何可能会违反本标准要求的行为。

All Vendor’s obligations under the Agreement are in addition to the requirements of this Standard, including those that are similar in nature, and Vendor will not Process or otherwise use any Personal Information for any purpose other than performing the Services for Lilly and as instructed by Lilly. In the event Vendor believes that it cannot satisfy its other obligations under the Agreement while complying fully with the requirements of this Standard, Vendor shall notify Lilly immediately and shall not proceed with any act that would violate this Standard until the conflict is resolved.

2. 发生下述事由， 供应商应立即书面通知礼来：

Vendor shall immediately inform Lilly, in writing:

(i) 收到该信息的拥有者（或声称是该信息的拥有者）接触其个人信息的要求；或者要求停止或不再操作，或要求修改，阻止，删除或毁灭任何个人信息；

of any request for access to any Personal Information received by Vendor from an individual who is (or claims to be) the subject of the data, or a request to cease or not begin processing, or to rectify, block, erase or destroy any such Personal Information;

(ii) 收到任何政府部门（包括数据保护机构或执法机构）接触个人信息的要求；或者要求停止或不再操作，或要求修改，阻止，删除或毁灭任何个人信息；

receiving the request from any government authorities (including data protection agencies or law enforcement agencies) to access the Personal Information, or suspend or cease the process of, or alter, block, delete or destroy any Personal Information;

(iii) 收到任何关于个人信息操作过程中的质询、索赔或者有关的投诉；

of any inquiry, claim or complaint regarding the Processing of the Personal Information received by Vendor;

(iv) 收到礼来员工或其他第三方对个人信息的任何要求，本订单中规定的除外，或者要求停止或不再操作，或要求修改，阻止，删除或毁灭任何个人信息。

of any other requests with respect to Personal Information received from Lilly’s employees or other third parties, other than those set forth in the agreement or a request to cease or not begin processing, or to rectify, block, erase or destroy any such Personal Information.

供应商知道，除非本订单或者礼来以书面形式明确授权，他无权处理上述要求，除非供应商收到政府机关传票或其他有强制作用的法律文件所提出的要求。 Vendor understands that it is not authorized to respond to these requests, unless explicitly authorized by the Agreement or by Lilly in writing, except for the request received from a governmental agency with a subpoena or similar legal document compelling disclosure by Vendor.

3. 供应商为履行所缔约服务所收集和访问到的个人信息应仅限于完成服务或履行法律要求的目的。供应商应当根据本订单中的文件管理条款采取合理的措施确保个人信息的完整性、及时更新。
Any Personal Information collected or accessed by Vendor in the performance of the Services contracted shall be limited to that which is necessary to perform such Services or to fulfill any legal requirements. Vendor shall take reasonable steps to assure the integrity and currency of the Personal Information in accordance with document management provisions in the Agreement.
4. 如果提供服务涉及直接从个人采集其个人信息，如通过注册程序或网页，供应商应提供一份使用个人信息的明确通知，且该通知应符合礼来与供应商签订的服务协议。但通过网页或其他形式向个人表述的使用条款、隐私申明或其他规定不得改变供应商在本标准项下的权利和义务及使用个人信息的方式。
If the Services involve the collection of Personal Information directly from individuals, such as through a registration process or a webpage, Vendor will provide a clear and conspicuous notice regarding the uses of the Personal Information, which notice shall be consistent with the provisions of the agreement between Vendor and Lilly. However, no terms of use, privacy statement or other provisions presented to individuals via a webpage or in any other manner shall alter the Vendor's obligations or rights under this Privacy Standard or the manner in which the Vendor may use Personal Information.
5. 供应商不得跨越任何国界传送个人信息或允许远程访问任何雇员、关联机构、承包商、服务商或者其他第三方的个人信息，除非这种传送或远程访问是礼来提供的处理指示中特别允许的或者此种传送或访问经过礼来事先书面同意。为了在美国获得来自欧洲联盟或欧洲经济区或瑞士国家的个人信息，供应商必须通过欧盟-美国安全港计划的认证，如果该数据来自瑞士，则需通过瑞士-美国安全港计划的认证（统称为“欧盟/瑞士安全港计划”）。如果供应商不是欧盟-瑞士安全港计划的签署国，或在本订单期间内，供应商无法认证或丧失欧盟-瑞士安全港计划的认证，供应商必须同意签署和执行由欧盟委员会提供，礼来采购门户网站上的“欧盟数据传送标准合同条款”。供应商同意在向美国的供应商传送任何欧盟国家的个人信息前执行欧盟数据保护指令46—95条规定的其他合规机制和/或任一欧盟国家的数据保护法的规定。
Vendor shall not transfer the Personal Information across any national borders or permit remote access to the Personal Information from any employee, affiliate, contractor, service provider or other third party unless such transfer or remote access is specifically permitted in the Processing instructions provided to it by Lilly or it has the prior written consent of Lilly for such transfer or access. In order to receive Personal Information in the U.S.A. from countries in the European Union or European Economic Area or Switzerland, Vendor must be certified to the EU/USA Safe Harbor program and, if the data is from Switzerland, to the Switzerland/ USA Safe Harbor program (collectively, the “EU/Swiss Safe Harbor Program”). If Vendor is not an EU/Swiss Safe Harbor Program signatory, or if at any time during the course of this Agreement, Vendor de-certifies or otherwise loses their certification for the EU/Swiss Safe Harbor Program, Vendor must agree to, sign and execute the Standard Contractual Clauses as provided for by the EU Commission and set forth on Lilly's Procure Portal as “EU Standard Contractual Clauses for Data Transfer.” Vendor agrees to execute and undertake such other compliance mechanisms as may be required by the EU Data Protection Directive 95/46 and/or data protection laws in any of the EU Member States prior to the transfer of any European personal information to the Vendor in the U.S.A..
6. 在允许供应商和第三方之间传送或访问个人信息的情形下，供应商承诺只能以与第三方订立书面合同的方式，并且第三方承担的义务与供应商在此标准下承担的义务相同，此种义务包括牵涉到欧盟—瑞士安全港计划的义务。
In the event of permitted transfer or access of Personal Information from the Vendor to a third party, Vendor undertakes to do so only by way of a written agreement with the said third party, which imposes the same obligations on the third party as are imposed on the Vendor under this Standard, including the obligations related to the EU/Swiss Safe Harbor program.
7. 任何对第五项和（或）第六项的违反，视为供应商严重违反本订单，应当允许礼来依法立即终止协议，如果礼来选择终止协议，礼来应当按照协议中的通知条款履行对供应商的通知义务。
Any breach of the above provisions 3(e) and/or 3(f) by the Vendor shall be considered a material

breach of the Agreement by Vendor and shall allow Lilly to immediately terminate the Agreement between the parties, by law, and if Lilly elects to terminate this Agreement, Lilly shall provide notice to Vendor as set forth in the notice section of the Agreement.

8. 供应商应当配合礼来以及礼来的关联公司和代表处理关于处理个人信息中引发的质询、索赔和投诉。

Vendor shall secure all necessary authorizations from its employees and approved subcontractors to allow Lilly to process the personal information of these individuals as necessary for the performance of the contract by Lilly, including information required to access Lilly systems or facilities, the maintenance of individual performance metrics and similar information.

9. 供应商应当保证获得其员工所有必要的授权和分包商的批准，以允许礼来在履行合同时可以处理这些人的个人信息，包括进入礼来的系统或设施所要求的信息，个人表现的衡量和类似信息。Notwithstanding anything in this Agreement to the contrary: (a) No action by Lilly expressly permitted by the Vendor Privacy Standard is a breach of this Agreement by Lilly, and (b) no such action excuses Vendor's performance under this Agreement.

四、 个人信息的保密

Confidentiality of Personal Information

1. 供应商必须对个人信息严格保密。供应商只应将个人信息提供其雇员和必需接触个人信息以提供服务的现场承包商。除非得到礼来的事先书面同意，供应商不得向第三方（包括分包商）披露、传送或使其获得个人信息。在任何情况下，供应商不得提供给二级供应商或者二级处理商个人信息，除非此实体已经书面同意本标准内的条款，这些条款包括但不限于关于安全和礼来审计权利的规定。

Vendor must maintain all Personal Information in strict confidence. Vendor shall make the Personal Information available only to its employees and onsite contractors who have a need to access the Personal Information in order to perform the Services. Vendor shall not disclose, transmit, or make available the Personal Information to third parties (including subcontractors), unless such disclosure, transmission, or making available has been explicitly authorized by Lilly in writing. In no event may Vendor provide Personal Information (or any other Lilly information) to a sub-vendor or sub-processor unless that entity has agreed in writing to the terms contained herein, including (without limitation) the provisions regarding security and Lilly audit rights.

2. 供应商停止向礼来提供服务时，应向礼来交还所有个人信息（包括所有的复印件及包含个人信息的多媒体文件），或安全地销毁所有个人信息并向礼来提供证明。（若法律不允许供应商销毁全部或部分的个人信息，供应商应保证继续保密和保护个人信息的安全并不得积极处理合同终止后归还的个人信息。）

When the Vendor ceases to perform Services for Lilly, Vendor shall return all Personal Information (along with all copies and all media containing the Personal Information) to Lilly or shall securely destroy all Personal Information and so certify to Lilly. (If legislation imposed upon the Vendor does not permit the destruction of whole or part of the Personal Information transferred, Vendor warrants that it shall ensure the continued confidentiality and security of the Personal Information and shall not actively Process the Personal Information transferred after termination of the relationship.)

五、 安全

Security

1. 供应商应已记录并安装了适当的操作、技术和管理系统，用以确保个人信息不受意外或非法攻击、更改或未经授权的披露或接触。供应商应定期试验或以其他方式监测保障系统、控制系统和程序的有效性。供应商应定期识别合理可预见的内部和外部的安全、保密性和个人信息的完整性的风险，并确保能控制这些风险。供应商应监督其员工和承包商符合其安全项目的要求。

Vendor shall have documented and implemented appropriate operational, technical and organizational measures to protect Personal Information against accidental or unlawful destruction, alteration, unauthorized disclosure or access. Vendor will regularly test or otherwise monitor the effectiveness of

the safeguards' controls, systems and procedures. Vendor will periodically identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of the Personal Information, and ensure that there are safeguards in place to control those risks. Vendor shall monitor its employees and contractors for compliance with its security program requirements.

2. 供应商在适当的间隔时间或者应礼来的要求，提供相应的书面的隐私保护和信息安全政策和规程的复印件。

At appropriate intervals or as otherwise requested by Lilly, Vendor will provide a copy of its written privacy and information security policies and procedures to Lilly.

3. 在允许任何员工或者承包商操作个人信息之前，供应商应该（1）对该个人进行适当的背景调查；（2）要求该个人签署可执行的保密性协议；（3）给该个人提供合适的隐私和安全的培训。一经要求，供应商应当提供给礼来一份所有已接触到（曾经已接触到）个人信息的雇员和承包商（包括前雇员和前承包商）的清单。

Prior to allowing any employee or contractor to Process any Personal Information, Vendor shall (i) conduct an appropriate background investigation of the individual, (ii) require the individual to execute an enforceable confidentiality agreement, and (iii) provide the individual with appropriate privacy and security training. Upon request, Vendor shall provide to Lilly a list of all employees and contractors (including former employees and contractors) who have (or have had) access to the Personal Information.

4. 如果操作中涉及个人信息在网络上传送, 供应商应当采取适当的补充措施防止个人信息的泄露。敏感个人信息只可以加密形式传送。

If the Processing involves the transmission of Personal Information over a network, Vendor shall have implemented appropriate supplementary measures to protect the Personal Information against the specific risks presented by the Processing. Sensitive Personal Information may only be transmitted in an encrypted format.

5. 在供应商控制的电脑设备系统中涉及到个人信息的处理时，供应商应当符合以下标准：

If the Processing involves the handling of any Personal Information at a Vendor facility or in a computer system under Vendor's control, the Vendor shall comply with following specific standards:

访问权限：供应商须有一个有效的流程来管理访问权限。该过程应包括下列控制：（1）用户和系统资源只可给予必要的履行其职能所需的访问；（2）如人员和系统变化及时更新访问权限；（3）访问权限应根据应用程序和系统的风险在合理频率下定期审查。供应商也应根据风险水平运用有效的验证方法。

Access Rights: Vendor shall have an effective process to administer access rights. The process shall include the following controls: 1. users and system resources shall only be given the access necessary to perform their required functions; 2. access rights shall be updated based on personnel or system changes; and 3. access rights shall be periodically reviewed at an appropriate frequency based on the

risk to the application or system. Vendor shall also use effective authentication methods appropriate to the level of risk.

访问程序：

Access procedures.

- (1) 理安全区域和在每个区域实施适当的预防和监测控制以防止恶意或未经授权的人的物理性入侵，防止环境污染物的侵害以及电子发射物的主动或被动入侵。

Vendor shall define physical security zones and implement appropriate preventative and detective controls in each zone to protect against the risks of physical penetration by malicious or unauthorized people, damage from environmental contaminants, and electronic penetration through active or passive electronic emissions.

- (2) 保证其电脑网络使用多层的访问控制，以防止未经授权的访问，特别是，供应商应（i）将网络服务器、应用、数据和用户集合到一个安全域；（ii）在每个安全域之间建立适当的访问要求；（iii）实施适当的技术控制，以持续地满足这些访问要求；包括（例如）防火墙。

Vendor shall secure its computer networks using multiple layers of access controls to protect against unauthorized access. In particular, Vendor shall (i) group network servers, applications, data, and users into security domains, (ii) establish appropriate access requirements within and between each security domain, and (iii) implement appropriate technological controls to meet those access requirements consistently, including (for example) firewalls.

- (3) 保证进入操作系统和应用系统的权限。供应商应确保对该系统的远程访问或者从该系统远程访问。如没有商业需求，供应商应通过在操作系统上禁用远程沟通或通过管理审批、robust 控制、记录和监控访问事件和随后的审核来严密控制访问。

Vendor shall secure access to the operating systems and applications. Vendor shall secure remote access to and from its systems by disabling remote communications at the operating system level if no business need exists and/or tightly controlling access through management approvals, robust controls, logging and monitoring access events and subsequent audits.

恶意代码：供应商应当通过在客户端和服务端上安装杀毒软件来防范恶意代码的风险；运用适当的阻断策略阻止网络输入到外线；过滤输入到系统的数据，以及创造、实施、培训员工适当的计算机政策和操作实践。

Malicious Code: Vendor shall protect against the risk of malicious code by using anti-virus products on clients and servers; using an appropriate blocking strategy on the network perimeter; filtering input to applications; and creating, implementing, and training staff in appropriate computing policies and practices.

媒体处理：供应商应当控制和保护对纸张、胶片和基于计算机的媒体的接触以避免损失和损害。特别是要注意的是，所有包括敏感个人信息的媒体，供应商应当确保此种媒体的安全可靠地处置以及所有媒体资料在传送过程中安全传递给第三方。

Media Handling: Vendor shall control and protect access to paper, film and computer-based media to avoid loss or damage. In particular, for all media containing Sensitive Personal Information, Vendor shall ensure safe and secure disposal of such media, and secure all media in transit or transmission to third parties.

其他控制:

Other control:

(1) 供应商应当确保系统开发, 获取并且维护过程中要有适当的安全控制。

Vendor shall ensure that systems are developed, acquired, and maintained with appropriate security controls.

(2) 供应商应当识别系统和应用程序, 保证安全事件监控和合理维护并分析记录文件。

Vendor shall identify systems and applications that warrant security event monitoring and logging, and reasonably maintain and analyze log files.

(3) 供应商应当对它的外包操作负有安全责任, 通过 (i) 在服务供应商的研究和选择中尽职调查; (ii) 在合同中规定保密、安全责任、控制和报告。

Vendor shall exercise its security responsibilities for outsourced operations through (i) appropriate due diligence in service provider research and selection; and (ii) contractual assurances regarding confidentiality, security responsibilities, controls, and reporting.

(4) 供应商应当已经建立了针对正在进行的访问地址的个人信息安全需求的灾害恢复或者业务持续性计划以及备用网站和交替沟通系统。

Vendor shall have an established a disaster recovery/business continuity plan that addresses ongoing access to the Personal Information as well as security needs for back-up sites and alternate communication networks.

(5) 处理中的风险, 供应商应当保持合理和适当的保险范围。

Vendor shall maintain reasonable and appropriate insurance coverage in relation to the risks associated with the Processing.

(6) 供应商须确保为不同的目的而收集的个人信息将被单独处理。特别是, 供应商须确保将在本订单下代表礼来公司和/或其附属机构的个人信息处理与来自其他客户的数据分开处理。

Vendor shall ensure that Personal Information collected for different purposes will be processed separately. In particular, Vendor shall ensure that Personal Information processed on behalf of Lilly and/or its affiliates under this Agreement will be processed separately from other clients' data.

6. 敏感个人信息不能被存储在任何便携式计算机设备或媒体 (包括但不限于笔记本电脑、可移动硬盘或闪光驱动、个人掌上电脑或电脑磁盘), 除非敏感的个人信息加密或者包含敏感个人信息的便携式计算机设备或媒体的硬盘驱动是完全保密的。

Sensitive Personal Information may not be stored on any portable computer devices or media (including, without limitation, laptop computers, removable hard disks or flash drives, personal digital assistants (PDAs) or computer tapes) unless the Sensitive Personal Information is encrypted, or the hard drive that contains the Sensitive Personal Information on the portable computer device or media is fully encrypted.

7. 供应商应当保存所有必要的文件以表明其符合本订单的要求。应礼来的要求, 供应商应当提交其数据处理设备以供审计, 审计应当由礼来 (或者礼来指定的独立的调查公司) 进行, 供应商应通

力合作进行审计。在审计时发现任何此类文件的缺失或者供应商安全的弱点，礼来公司有权暂停对供应商的个人信息传递和供应商对这些信息的操作，直到该问题得到解决。

Vendor shall maintain all necessary documentation to show compliance with this Agreement. At Lilly's request, Vendor shall submit its data processing facilities for audit, which shall be carried out by Lilly (or by an independent inspection company designated by Lilly). Vendor shall fully co-operate with any such audit. In the event that any such audit reveals material gaps or weaknesses in Vendor's security program, Lilly shall be entitled to suspend transmission of Personal Information to Vendor and Vendor's Processing of such Personal Information, until such issues are resolved.

8. 供应商应当快速及全面地调查任何其认为触犯其章程的对个人信息使用和披露的指控，并且尽快以书面形式通知礼来。供应商在发现任何未授权的个人信息披露时应迅速通知礼来。供应商应当承担解决因安全问题引起的违约的所有费用，包括（但不限于）：展开调查，根据法律规定或信用卡行业数据安全标准通知消费者，向消费者提供一年的信贷监控，和对于消费者、监管者和媒体查询的回应。

Vendor will promptly and thoroughly investigate allegations of any use or disclosure of Personal Information of which Vendor is aware that is in violation of these guidelines, and will promptly notify Lilly in writing of any material violation. Vendor will notify Lilly immediately upon discovery of any unauthorized access to or disclosure of Personal Information. Vendor shall bear all costs associated with resolving a security breach, including (without limitation) conducting an investigation, notifying consumers and others as required by law or the Payment Card Industry Data Security Standard, providing consumers with one year of credit monitoring, and responding to consumer, regulator and media inquiries.

六 遵守相关法律

Compliance with Laws

供应商应了解法律、法规对操作个人信息的相关要求。除应满足服务的要求外，供应商还应遵守所有可适用的法律。

Vendor must stay informed of the legal and regulatory requirements for its Processing of Personal Information. In addition to being limited to satisfaction of the Services, Vendor's Processing shall comply with all Applicable Laws.

附件二 Appendix II

关于反腐败的合规约定

Anti-Corruption Requirement

即使本协议有不同规定，乙方同意遵守下述约定：

Notwithstanding the provisions in the agreement, Party B shall abide by the following requirements.

1. 定义

Definitions

“政府或公共官员”指：(i) 任何官员、公务员、雇员、代表或者代表下列机构组织以官方身份行事的任何人：(a) 任何政府或其任何部门或机关；(b) 任何公共国际组织（如联合国、国际货币基金组织、国际红十字会、世界卫生组织等），或其任何部门、机关或机构；或(c) 任何由政府所有或控制的公司、机构或其他实体，包括政府所有的医院或学校；(ii) 任何政治党派或党派官员；以及(iii) 任何政治职位的候选人。

“Government or Public Official” means: (i) any official, officer, employee, representative, or anyone acting in an official capacity on behalf of: (a) any government or any department or agency thereof; (b) any public international organization (such as the United Nations, the International Monetary Fund, the International Red Cross, or the World Health Organization), or any department, agency, or institution thereof; or (c) any government-owned or controlled company, institution, or other entity, including a government-owned hospital or university; (ii) any political party or party official; and (iii) any candidate for political office.

2. 遵守反腐败法律

Compliance with Anti-Corruption Laws

就与本协议相关的事项，乙方应遵守与政府采购、利益冲突、腐败或贿赂行为相关的所有适用的地方性、全国性和国际性的法律、法规和行业规范，包括经修订的 1977 年美国《反海外腐败法》以及为实施《经济合作与发展组织禁止在国际商业交易中贿赂外国公职人员公约》而制定的任何法律（如适用）。

In connection with this Agreement, Party B has complied and will comply with all applicable local, national, and international laws, regulations, and industry codes dealing with government procurement,

conflicts of interest, corruption or bribery, including, if applicable, the U.S. Foreign Corrupt Practices Act of 1977 (“FCPA”), as amended, and any laws enacted to implement the Organisation of Economic Cooperation and Development (“OECD”) Convention on Combating Bribery of Foreign Officials in International Business Transactions.

3. 禁止的行为

Prohibited Conduct

就与本协议相关的事项，乙方确认其未曾为了达到下列目的而对任何人或者任何政府或公共官员提供、提议提供、给予、承诺给予或授权其员工、分包商或任何第三方对任何人或者任何政府或公共官员提供或给予，且乙方同意并承诺其将不会为了达到下列目的对任何人或者任何政府或公共官员提供、提议提供、给予、承诺给予或授权其员工、分包商或任何第三方对任何人或者任何政府或公共官员提供或给予，任何直接或间接的贿赂、回扣、支付或任何有价值之物的转移：(i) 不正当影响个人或者政府或公共官员的任何行为或决定；(ii) 引诱个人或者政府或公共官员违反其法定或其他要求的责任义务而作为或不作为；(iii) 确保任何非正当的好处；或(iv) 诱使个人或者政府或公共官员不正当地影响包括任何政府或政府机构在内的任何组织的行为或决定，以帮助乙方或者甲方获得或者保持业务。

In connection with this Agreement, Party B has not made, offered, given, promised to give, or authorized, and will not make, offer, give, promise to give, or authorize, any bribe, kickback, payment or transfer of anything of value, directly or indirectly, to any person or to any Government or Public Official for the purpose of: (i) improperly influencing any act or decision of the person or Government or Public Official; (ii) inducing the person or Government or Public Official to do or omit to do an act in violation of a lawful or otherwise required duty; (iii) securing any improper advantage; or (iv) inducing the person or Government or Public Official to improperly influence the act or decision of any organization, including any government or government instrumentality, in order to assist Party B or Party A in obtaining or retaining business.

4. 信息披露

Requests for Information

乙方将会尽一切合理努力来遵守信息披露的请求，包括回复调查问卷和具有针对性的审计问询，使甲方能够确保其遵守所有可适用的法律（包括反腐败法律）以及本协议。

Party B will make all reasonable efforts to comply with requests for disclosure of information, including answering questionnaires and narrowly tailored audit inquiries, to enable Party A to ensure compliance with all applicable laws, including anti-corruption laws, and this Agreement.

5. 公允市场价值

Fair Market Value

乙方确认其在本协议项下获取的报酬和任何其他利益均基于公允市场价值，作为其将向甲方提供的本协议所规定的服务的对价。

如果乙方为医疗服务提供者或者政府官员，乙方同时确认其在本协议项下获得的任何报酬或利益并非意图影响乙方关于处方、选择、报销、定价或获取甲方产品的任何决定或关于其他待定的或潜在的甲方业务的任何决定。乙方进一步确认其已经并且将会遵守所有适用的法律和要求向乙方

的聘用机构、监督机构或其他实体披露本协议的条款，包括乙方提供的服务以及甲方提供的任何费用支付或其他利益（如适用）。

Party B confirms that compensation and any other benefits received under this Agreement are based on a fair market value in exchange for the services to be provided to Party A as set forth in this Agreement. Should Party B be either HCPs or Government Officials, Party B confirms that any compensation or benefits received in connection with this Agreement are not intended to influence any decision by or involving Party B regarding the prescription, selection, reimbursement, pricing, or access to/of Party A's products or otherwise regarding pending or future Party A business. Party B further confirms that it has complied and will comply with all applicable laws and requirements to disclose to Party B's employing institution, supervisor, or other entity the terms of this Agreement, including, if applicable, the services to be provided by Party B and any payment or other benefits to be provided by Party A.]

6. 费用

Expenses

本协议履行过程中发生的任何可支付费用都必须清楚记录并与票据和支持文件一起提交给甲方。甲方不会支付任何没有适当记录的费用。

Any reimbursable expenses incurred during the performance of this Agreement must be clearly documented and presented to Party A along with any receipts and supporting records. Party A will not reimburse any expenses without appropriate documentation.

7. 分包商与代理

Subcontractors and Agents

乙方同意，未经甲方提前书面批准，其将不会就本协议的履行聘请任何分包商、代表和代理人。在甲方授予该等批准的范围内，则在参与与本协议有关的事项之前，该等分包商、代表和代理人应与乙方签署书面协议，在该协议中，分包商、代表和代理人应确认其将遵守所有适用的法律（包括反腐败法），以及本条规定的义务。

Party B agrees that it will not retain any subcontractor, representative, or agent in connection with the performance of this Agreement without the prior written approval of Party A. To the extent that Party A grants such approval, then such subcontractor, representative, or agent shall enter into a written agreement with Party B wherein the subcontractor, representative, or agent shall certify to comply with applicable all laws, including anti-corruption laws, and the obligations set forth in this section of the Agreement prior to any involvement in connection with this Agreement.

8. 审查通知

Notice of Inspections

乙方应就任何可能与本协议事项相关的，针对其设施、流程或产品发起的任何政府或合规性审查、审计或检查，立即通知甲方。乙方应向甲方提供任何该等审查、审计或检查的结果。甲方应被给予就任何该等审查、审计或检查的相关回应向乙方提供协助的机会。

Party B shall provide Party A with immediate notice of any governmental or regulatory review, audit, or inspection of its facility, processes, or products that might relate to the subject matter of this Agreement. Party B shall provide Party A with the results of any such review, audit or inspection. Party A shall be

given the opportunity to provide assistance to Party B in responding to any such review, audit, or inspection.

9. 准确的账簿与记录/配合审计

Accuracy of Books and Records / Cooperation with Audit Activities

乙方同意其将在本协议期间内及之后的五（5）年内就与本协议有关的文档保存准确和完整的记录，除非中国法律就某一或某些文档有更长的文档保存年限的要求。乙方进一步同意，其将会维持充分的内部控制。在甲方请求时，乙方应将该记录提供给甲方或由甲方委任的独立第三方供其审计，以表明其已遵守相应要求。

Party B agrees that it will maintain accurate and complete records having to do with this Agreement during the term of this Agreement and for a period of five (5) years thereafter or longer retention schedule if any Chinese law requires so. Party B further agrees that it will maintain adequate internal controls. Party B will make relevant documents available for review by Party A, or an independent party nominated by Party A, to show compliance with this requirement at Party A's request.

10. 配合调查

Cooperation in Investigation

乙方同意善意地配合就与本协议有关的任何潜在违规行为的调查。

Party B agrees to cooperate in good faith to investigate the extent of any potential violations of law in connection with this Agreement.

11. 披露的权利

Disclosure Rights

在任何时间，且无须通知乙方，甲方可向客户、政府或政府机关以及其他甲方认为合法的需要知道的任何人披露与可能存在的违法行为或者本协议条款的存在有关的信息，包括付款条款。

At any time, and without notice to Party B, Party A may disclose information relating to a possible violation of laws, or the existence of the terms of this Agreement, including the compensation provisions, to a client, to a government or government agency, and to anyone determined by Party A to have a legitimate need to know.

12. 违反及终止的权利

Breach and Termination

a) 乙方同意，对本附件的违反应被视为对本协议的重大违反，如果甲方善意地认为乙方已违反本附件的规定，其可以立即寻求基于法律和衡平原则可获得的一切救济措施，包括终止本协议。

Party B agrees that breach of this section of the Agreement shall be considered a material breach of the Agreement and that Party A may immediately seek all remedies available under law and equity including termination of this Agreement if it believes, in good faith, that a provision of this section of the Agreement has been breached by Party B.

b) 如果本协议根据本条规定被终止，甲方有权请求乙方补偿或退还其已向乙方支付的任何费用、其他补偿或报销费用，并且甲方对本协议项下的任何未到期的款项不再对乙方负有付款义务。

If this Agreement is terminated pursuant to this provision, Party A may seek reimbursement or refund of any fees, other compensation or expense reimbursement paid by Party A to Party B, and no further amounts shall be due to Party B pursuant to this Agreement.

c) 乙方同意赔偿并保护甲方免受因乙方直接或间接地对本附件约定的任何违反而产生的，任何和全部的成本、损害、损失、责任、费用、判决、罚款、和解和任何性质的任何其他费用，包括合理的律师费，并就上述事项为甲方抗辩。

Party B agrees to defend, indemnify and hold harmless Party A against any and all costs, damages, losses, liabilities, expenses, judgments, fines, settlements, and any other amounts of any nature, including reasonable attorneys' fees arising from any violation of this section of the Agreement directly or indirectly by Party B.