

1. The Agreement will commence on the date Client signifies acceptance of the Agreement, which may be through electronic confirmation or otherwise, and shall continue until the completion of the Services unless terminated earlier in accordance with this Agreement.

本协议将从客户以电子确认或其他方式表示接受本协议之日开始生效。除非根据本协议提前终止，本协议应持续有效，直至服务完成。

2. BSI shall provide the Services in accordance with the Client's audit requirements agreed prior to execution of this Agreement ("Requirements"), BSI's Code of Business Ethics available on BSI's website, and in compliance with applicable laws.

BSI 应根据本协议签署前约定的客户审核要求（“要求”）、BSI 网站上可获得的 BSI 商业道德准则，并遵守适用法律提供服务。

3. BSI shall use reasonable endeavours to meet the dates set out in this Agreement for performing the Services ("Performance Dates") but any such dates shall be estimates only and time for performance by BSI shall not be of the essence of this Agreement.

BSI 应尽合理努力满足本协议中规定的履行服务的日期（“履行日”），但任何该等日期仅为估计日期，且 BSI 履行服务的时间并非本协议的关键条款。

4. BSI shall appoint appropriately qualified and trained personnel to perform the Services. BSI may replace any such personnel from time to time where reasonably necessary in the interests of BSI's business.

BSI 应委派具有适当资格并受过培训的人员履行服务。BSI 可在为 BSI 的业务利益而合理需要时随时更换任何该等人员。

5. For the avoidance of doubt, BSI may, in its sole and absolute discretion, withhold the issuance of the Deliverables if, in BSI's reasonable opinion, the Auditee does not comply with the Requirements, the Client and/or the Auditee is in breach of the Client Terms and/or this Agreement (as the case may be) and/or where the Auditee utilises the Services in a manner that may be misleading or that may bring BSI into disrepute. 为避免疑义，如果 BSI 合理认为被审核方不遵守要求、客户和 /或被审核方违反客户条款和/或本协议（视具体情况而定）、和/ 或被审核方以可能具有误导性或可能使 BSI 声誉受损的方式使用服务，BSI 可自行全权决定拒绝发放项目成果。

6. The Auditee shall:

被审核方应：

a. cooperate with BSI in all matters relating to the Services; 就与服务相关的所有事项与 BSI 合作；

b. appoint a manager for the Services who shall have the authority to seek approval from the Client with respect to any amendments to this Agreement; 委派一名服务经理有权就本协议的任何修订寻求客户的批准；

c. provide BSI, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Auditee's premises, office accommodation, personnel,

data and other facilities as required by BSI for the performance of the Services;

允许 BSI、其代理、分包商、顾问和雇员及时且免费地进入被审核方的场所、办公用房、人员、数据及 BSI 为履行服务而要求的其他设施；

- d. provide BSI, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Auditee's premises, office accommodation, personnel, data and other facilities as required by BSI for an unannounced audit if so required to comply with clause 2;

如果为遵守第 2 条的规定而需要，允许 BSI、其代理、分包商、顾问和雇员及时且免费地进入被审核方的场所、办公用房、人员、数据及 BSI 要求的其他设施，以便进行突击审核；

- e. provide to BSI in a timely manner all Audit Materials reasonably required by BSI in connection with the Services and ensure that they are accurate, complete and current;

及时向 BSI 提供 BSI 合理要求的与服务相关的所有审核材料，并确保该等材料准确、完整且最新；

- f. provide details of all health and safety and security requirements that apply at any of the Auditee's premises two weeks before BSI is due to enter the premises;

在 BSI 预定进入现场的两周前，提供在任何被审核方场所适用的所有健康和安全及安保要求的详情；

- g. obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable BSI to provide the Services, including in relation to the use of all Audit Materials in all cases before the date on which the Services are to start; and

获得并保持使 BSI 能够提供服务所需的所有必要许可和批准，并遵守所有相关法规，包括在服务开始日之前在所有情况下使用所有审核材料相关的法律；及

- h. immediately notify BSI of any event which may adversely affect the outcome or continued provision of the Services, or which if left unattended may cause BSI to be in breach of clause 2.

立即通知 BSI 任何可能对服务的结果或继续提供产生不利影响的事件和如果不加以处理可能导致 BSI 违反第 2 条的任何事件。

- 7. BSI will not investigate or confirm the truth, accuracy or completeness of any information, including Audit Materials, provided by the Auditee or the Auditee's employees or contractors, and BSI accepts no liability for any losses, costs or damages suffered or incurred by Auditee arising out of any incomplete or inaccurate information.

BSI 不会对被审核方或其雇员或承包商提供的任何信息（包括审核材料）的真实性、准确性或完整性进行调查或确认，因任何不完整或不准确的信息而导致被审核方遭受或发生的任何损失、费用或损害，BSI 不承担任何责任。

- 8. If BSI's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, the Auditee, the Client's and/or Auditee's agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, BSI shall be allowed an extension of

time to perform its obligations equal to the delay caused by the Client and/or Auditee. In such circumstances BSI shall have no liability in respect of such delay in the provision of the Services and shall invoice Client or the Auditee (as the case may be) for any additional fees and charges incurred as a result of such delay.

如果 BSI 履行其在本协议项下的义务由于客户、被审核方、客户和/或被审核方的代理、分包商、顾问或雇员的任何作为或不作为而受到阻止或延迟，则在不影响 BSI 可能享有的任何其他权利或救济的情况下，应允许 BSI 延长履行其义务的时间，其延长履行义务的时间应等同于客户和/或被审核方造成的延迟。在该等情况下，BSI 对该等延迟提供服务不承担任何责任，并应就该等延迟所导致的任何额外费用和收费向客户或被审核方（视具体情况而定）开具发票。

**9.** For the avoidance of doubt, BSI shall not be in breach of its obligations in this Agreement if BSI is unable to access the Auditee's premises to conduct the Services or, if, in BSI's reasonable belief, the Client and/or Auditee has failed to abide by any health, safety and/or security requirements. In such circumstances BSI shall have no liability in respect of any delay in the provision of the Services and shall invoice Client or the Auditee (as the case may be) for any additional fees and charges incurred as a result of such delay.

为避免疑义，如果 BSI 无法进入被审核方的场所开展服务，或 BSI 合理认为客户和/或被审核方未遵守任何健康、安全和/或安保要求，BSI 不应被视为违反其在本协议项下的义务。在该等情况下，BSI 不应对服务的任何延迟承担责任，并应就该等延迟所导致的任何额外费用和收费向客户或被审核方（视具体情况而定）开具账单。

**10.** No variation of this Agreement shall be effective unless it is in writing and signed by the authorised representatives of the Parties. If the Auditee wishes to make a change to the scope or execution of the Services it shall notify the Client and seek the Client's prior approval for such proposed changes, and shall procure that the Client communicates such proposed changes to BSI and provides as much detail as BSI reasonably requires of the proposed changes, including the timing of the proposed changes. For the avoidance of doubt, all proposed changes communicated to BSI shall be deemed to have been approved by the Client and BSI has no obligation to independently verify whether any changes proposed by the Auditee has been approved by the Client.

对本协议的任何变更只有采用书面形式并经双方授权代表签署后方为有效。如果被审核方希望变更服务的范围或执行方式，被审核方应通知客户，并就该等拟议变更取得客户的事先批准，并且应促使客户将该等拟议变更告知 BSI，并提供 BSI 合理要求的关于拟议变更的尽可能多的细节，包括拟议变更的时间安排。为避免疑义，向 BSI 传达的所有拟议变更应被视为已获得客户的批准，BSI 无义务独立核实被审核方提议的任何变更是否已获得客户的批准。

**11.** Not used. 不适用。

**12.** If BSI and the Client are unable to agree on changes pursuant to clause 10, BSI may

immediately terminate this Agreement by giving the Auditee notice in writing.

如果 BSI 和客户无法根据第 10 条的规定就变更达成一致, BSI 可向被审核方发出书面通知后立即终止本协议。

**13.** The fees for the Services shall be paid in accordance with the Agreement ( “Fees” ). Where the Agreement provides that the Auditee is responsible for paying the Fees:

服务费用应根据本协议的规定支付 ( “费用” )。在协议规定被审核方应负责支付费用的情况下:

**a.** The Auditee shall pay each invoice submitted to it by BSI within fifteen (15) days of receipt of such invoice by way of electronic transfer to the account detailed on the invoice issued by BSI.

被审核方应在收到 BSI 提交的每份发票后的十五 (15) 日内, 将相应发票款项通过电汇方式支付至 BSI 出具的发票上列明的详细账户。

**b.** Without prejudice to any other right or remedy that it may have, if the Auditee fails to pay BSI any sum due under this Agreement on the due date:

在不影响 BSI 可能享有的任何其他权利或救济的前提下, 如果被审核方未能在到期日向 BSI 支付本协议项下的任何到期款项:

**i.** the Auditee shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest shall accrue each day at 2.5% a year above the Bank of England’s base rate from time to time;

被审核方应支付逾期未付金额的利息 (包括司法判决之前和之后的所有利息), 自到期应付款日直至逾期款项付清为止。每日利息应在英格

兰银行不时发布的基准利率基础上加 2.5%, 按日累计;

**ii.** BSI may suspend all or part of the Services until payment has been made in full; and/or

BSI 可中止全部或部分服务, 直至全额付款; 和/或

**iii.** BSI may terminate this Agreement with immediate effect by giving the Auditee written notice.

BSI 可向被审核方发出书面通知后立即终止本协议。

**14.** All sums payable to BSI under this Agreement are exclusive of any applicable taxes and surcharges, which the Auditee shall in addition pay an amount equal to any applicable taxes and surcharges; and payments shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

在本协议项下应向 BSI 支付的所有款项不包括任何适用的税款及附加费, 被审核方还应支付与任何适用的税款及附加费相等的金额; 付款应全额支付, 不得进行任何抵销、反请求、扣减或预扣 (法律规定任何扣减或预扣税款除外)。

**15.** In relation to the Deliverables, BSI shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Audit Materials. BSI grants the Auditee a limited right to disclose the Deliverables to the Client subject to the Auditee’s undertaking that the Auditee will not disclose the Deliverables in a form that is

amended, abridged or presented in any way other than that issued in final form by BSI. Auditee agrees to indemnify and hold harmless BSI against all costs, losses including reasonable legal fees and proceedings suffered or incurred by BSI arising out of or relating to a third party's reliance on a report disclosed by Auditee (except where such disclosure is to the Client), whether or not disclosed with BSI's prior written consent. Apart from the foregoing, BSI reserves all rights in and to the Deliverables and no other rights to use the Deliverables are granted to the Auditee pursuant to this Agreement.

就交付成果而言，BSI 应保留对交付成果（不包括审核资料）的所有知识产权权利的所有权。BSI 授予被审核方向客户披露项目成果的权利，但前提是被审核方承诺其披露的交付成果不会对 BSI 发布的成果最终稿做任何修改、删减或其他方式的改动。被审核方同意，无论是否经 BSI 事先书面同意披露，如果因第三方依赖被审核方披露的报告而提起任何索赔，将赔偿 BSI 遭受或发生的或与之相关的所有费用、损失（包括合理的法律费用和参与法律程序造成成本）（但向客户作出该等披露的除外），并使 BSI 免受损害。除上述规定外，BSI 保留对项目成果的所有权利，且未根据本协议授予被审核方使用项目成果的任何其他权利。

**16.** Nothing contained in this Agreement shall restrict a party from the use of any general ideas, concepts, know-how, methodologies, processes or techniques retained in the unaided mental impression of such party's personnel relating to the Services that either party, individually or jointly, develops or discloses under this Agreement, provided that in doing so such party does not (a) breach its obligations with respect to the Confidential Information of the other party or

(b) infringe the Intellectual Property Rights of the other party or third parties that have licensed or provided materials to the other party. Except for the express licence rights contained herein, neither this Agreement nor any disclosure made hereunder grants any licence of a Party's the Intellectual Property Rights to the other Party.

This clause shall survive termination and expiration of this Agreement.

本协议的任何规定均不得限制一方使用任何一方在本协议项下单独或共同开发或披露的、保留在该方人员独立思想中的与服务相关任何一般想法、概念、专有技术、方法、流程或技术，但前提是，该方在进行该等使用时不得 (a) 违反其关于另一方的保密信息的义务，或 (b) 侵犯已向另一方许可或提供材料的第三方的知识产权权利。除本协议包含的明确许可权利之外，本协议或本协议项下作出的任何披露均未向另一方授予知识产权权利的任何许可。本条应在本协议终止和期满后继续有效。

**17.** The Auditee (a) warrants that the receipt and use of the Audit Materials in the performance of this Agreement by BSI, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and (b) shall indemnify BSI in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by BSI arising out of or in connection with any claim brought against BSI,

its agents, subcontractors or consultants for (i) actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Audit Materials; and (ii) any third party's reliance on the Deliverables that are disclosed by the Auditee (whether or not disclosed with BSI's prior written consent).

被审核方应 (a) 保证, BSI、其代理人、分包商或顾问在履行本协议的过程中接收和使用审核资料不会侵犯任何第三方的权利, 包括任何知识产权; 及 (b) 应全额赔偿 BSI 因 (i) 在履行本协议的过程中接收或使用审核资料所产生的或与之相关的对第三方知识产权的实际或声称的侵犯; 及 (ii) 任何第三方对被审核方披露的项目成果的依赖 (无论是否经 BSI 事先书面同意披露) 而遭受或发生的或与之相关的任何直接、间接或随附损失、利润损失、声誉损失以及所有利息、罚款和法律费用 (在充分赔偿的基础上计算) 及所有其他专业费用和支出。

**18. The Auditee warranties and undertakes that:**

被审核方保证并承诺:

- a. it will not, and will ensure that its affiliates and their respective officers, employees, shareholders, representatives, agents or contractors ("Associated Parties") will not, commit, authorize or permit any action in connection with the negotiation, conclusion or the performance of this Agreement or any related agreement which would cause BSI and/or its Associated Parties to be in violation of any applicable anti-bribery laws. This obligation applies, inter alia, to illegitimate payments including facilitation payments to public officials or their associates, families or close friends;

其不会并将确保其关联方及其各自的管理人员、员工、股东、代表、代理或承包商 ("关联方") 不会自行作出或授权或允许作出任何可能导致 BSI 和 / 或其关联方违反任何适用的反贿赂法律的有关本协议或任何相关协议的谈判、签订或履行相关的任何行动。该项义务特别适用于非法支付款项, 包括向公职人员或其关联方、家人或亲密朋友支付的便利费;

- b. it understands fully its own anti-bribery and anti-corruption legal obligations and shall implement adequate controls, systems and procedures to ensure its own compliance with all applicable anti-bribery laws;

其完全理解其自身的反贿赂和反腐败法律义务, 并应实施充分的控制、制度和程序, 以确保其遵守所有适用的反贿赂法律;

- c. it has not undergone and it is not undergoing any audit, review, inspection, investigation, survey or examination by any governmental authority relating to any anti-bribery laws. The Auditee further warrant and undertake that there are no threatened claims, nor presently existing facts or circumstances that would constitute a reasonable basis for any future claims, under any anti-bribery laws against it;

其以往未受且目前未接受任何政府部门就任何反贿赂法律进行的任何审核、审查、检查、调查、调研或核查。被审核方进一步保证并承诺, 不存在针对其提起的任何反贿赂法律项下可能提起的起诉, 且目前存在的事实或情形会构成未来起诉的合理依据;

- d. it shall promptly notify BSI if it becomes aware of or has any difficulties in its anti-bribery and anti-corruption obligations that would amount to a

breach of this Agreement or any applicable anti-bribery laws;

如果其知悉其在履行其反贿赂和反腐败义务方面存在任何困难，且该等义务会构成对本协议或任何适用的反贿赂法律的违反，其应立即通知 BSI；

e. it is not, nor are its Associated Parties, the subject of any allegation, voluntary disclosure, prosecution or other enforcement action related to any anti-bribery laws; and

其自身及其关联方均不是与任何反贿赂法律相关的任何指控、自愿披露、检控或其他强制执行行动的对象；及

f. it will not, nor will its Associated Parties, either offer, or give, or agree to give, to any employee, representative or third party acting on behalf of BSI, and/or any public official or accept, or agree to accept from any employee, representative or third party acting on behalf of BSI, and/or a public official, any undue gift or benefit, be it monetary or other, with regard to the negotiation, conclusion or the performance of this Agreement or any related agreement.

就本协议或任何相关协议的谈判、订立或履行，其自身或其关联方均不会向代表 BSI 行事的任何员工、代表或第三方和/或任何公职人员提供或给予或同意给予任何不适当的礼物或利益，无论是金钱的还是其他形式的；亦不会从任何员工、代表或代表 BSI 行事的第三方和/或公职人员接受或同意接受任何不适当的礼物或利益，无论是金钱的还是其他形式的。

**19.** The Auditee shall promptly notify BSI if it becomes aware of or has specific suspicion of any corruption or any request or demand for undue financial advantage or other advantage of any kind, with regard to the

negotiation, conclusion or the performance of this Agreement or any related agreement.

如果被审核方知悉或怀疑在本协议或任何相关协议的谈判、订立或履行过程中存在索要任何类型的不正当财务利益或其他利益的任何要求或索求，被审核方应立即通知 BSI。

**20.** In the case that the Auditee provides any undue gifts or benefits with regard to the negotiation, conclusion or the performance of this Agreement or any related agreement, in violation of clauses 18 or 19, BSI may terminate this Agreement with immediate effect by giving notice to the Auditee. 如果被审核方违反第 18 条或第 19 条的规定，就本协议或任何相关协议的谈判、订立或履行提供任何不适当的礼物或利益，BSI 可经通知被审核方立即终止本协议。

**21.** As between the Parties, the Auditee shall own all right, title and interest in and to all personal data it provides to BSI ( “Personal Data” ). The Auditee grants BSI an irrevocable, unlimited and royalty-free licence to use the Personal Data provided to BSI for the purposes of delivering the Services.

就本协议双方而言，被审核方应拥有其提供给 BSI 的所有个人资料（“个人资料”）的全部权利、权属和权益。被审核方授予 BSI 一项不可撤销、无限制和免许可费的许可，为提供服务之目的使用向 BSI 提供的个人资料。

**22.** From time to time during the term of this Agreement, one Party (the “Disclosing Party” ) may disclose Confidential Information to the

other Party (the “Receiving Party”). The Receiving Party shall maintain in strict confidence all Confidential Information of the Disclosing Party identified by the Disclosing Party or where it ought reasonably to be known as Confidential Information, whether in oral, written, graphic or electronic form.

在本协议期限内，一方（“披露方”）可不时向另一方（“接收方”）披露保密信息。接收方应对披露方确定的或合理认为应被称为保密信息的所有口头、书面、图形或电子形式的披露方的保密信息严格保密。

**23.** The Receiving Party shall not use, disclose or grant the use of such Confidential Information to any third party except for the purposes of performing its obligations under the Agreement. The Receiving Party shall ensure its and its affiliates’ employees, agents or consultants to whom disclosure is to be made on a need-to-know basis, hold the Confidential Information in strict confidence and not make any use of such information for any purpose other than those expressly permitted by the Agreement. The Receiving Party shall use (and require that all its and its affiliates’ employees, agents and consultants) at least use the same standard of care as the Receiving Party uses to protect its own Confidential Information of a similar nature from unauthorised use or disclosure, but in no event less than reasonable care. The Receiving Party shall promptly notify the Disclosing Party upon discovery of any unauthorised use or disclosure of the Confidential Information of the Disclosing Party.

除非是为履行其在本协议项下义务之目的，接收方不得使用、披露或准许任何第三方使用该等保密信息。接收方应确保仅在“有必要知悉”的基础上向其关联方及关联方的雇员、代理或顾问披露保密信息，对保密信息严

格保密，不得将该等信息用于本协议明确允许的目的以外的任何其他目的。接收方应（并要求其本身的及其关联方的所有员工、代理和顾问）至少尽到与接收方保护其拥有的类似性质的保密信息免遭未经授权的使用或披露相同的谨慎标准，但在任何情况下均不得低于合理的谨慎程度。一旦发现对披露方保密信息的任何未经授权使用或披露行为，接收方应立即通知披露方。

**24.** The obligations contained in clause 22 shall not apply if:

第 22 条包含的义务不适用于下列情况：

- a. the Confidential Information was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the Disclosing Party; 在披露方披露时，接收方已知悉保密信息，但承担保密义务的除外；
- b. the Confidential Information was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party; 在向接收方披露保密信息时，保密信息已为公众所知悉或以其他方式成为公众信息的一部分；
- c. the Confidential Information was disclosed to the Receiving Party, other than under an obligation of confidentiality, by a third party who had no obligation to the Disclosing Party not to disclose such information to others; or 第三方向接收方披露该等保密信息，该等披露不受保密义务的约束，且该第三方对披露方不负有保密义务；或
- d. the disclosure or use is required by law, any regulatory body or the rules and regulations

of any recognised stock exchange, provided that prior to disclosure or use of any information pursuant to this sub-Clause, the Party concerned shall use reasonable efforts to promptly notify the relevant Party of such requirement with a view to providing it/them with the opportunity to contest such disclosure or use.

法律、任何监管机构或任何公认的证券交易所的规则和条例所要求的披露或使用，但前提是，在根据本款披露或使用任何信息之前，有关一方应尽合理努力立即将该等要求通知有关方，以便该方有机会对该等披露或使用提出异议。

**25.** Upon the expiration or termination of this Agreement for any reason whatsoever, BSI shall retain the Auditee's Confidential Information for a period of six (6) years and delete it thereafter and will not use or disclose the Auditee's Confidential Information exception in the following situations:

在本协议期满或因任何原因终止时，BSI 应将被审核方的保密信息保留六 (6) 年，并在其后予以删除，且不得使用或披露被审核方的保密信息，但下列情况除外：

a. for the purposes of exercising or performing its obligations under this Agreement;

为行使或履行其在本协议项下的义务之目的；

b. to the extent required by law, any governmental, regulatory or accreditation authority, or court in any jurisdiction; or

法律、任何司法管辖区内的任何政府、监管或认证机构或法院要求的范围内；或

c. to the extent required to be disclosed if, in the reasonable opinion of BSI, the health or safety of consumers may be at risk.

在 BSI 合理认为消费者的健康或安全可能受到威胁的情况下，在必要的范围内披露。

For the avoidance of doubt, BSI shall not be required to delete any Auditee Confidential Information that BSI is required to retain under applicable laws. 为避免疑义，BSI 不应被要求删除 BSI 根据适用法律要求保留的任何被审核方保密信息。

**26.** Nothing in this Agreement limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence; and fraud or fraudulent misrepresentation.

本协议的任何内容不对根据法律不得进行限制的任何责任作出限制，包括对过失导致的死亡或人身伤害的责任；以及欺诈或虚假陈述。

**27.** Subject to clause 26, BSI shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising, even if BSI has been advised of the risk of such damages.

受限于第 26 条的规定，对于任何利润损失、业务机会损失、商誉损失和/或类似损失或数据或信息的损失或纯粹的经济损失，或任何特殊的、间接或随附损失、成本、损害、费用或支出，BSI 不承担赔偿责任，不论是否存在侵权责任（包括过失或违反法

定义务)、合同违约、虚假陈述、恢复原状或其他请求权，即使 BSI 已被告知该等损害的风险。

**28.** To the fullest extent permitted by law, BSI's maximum aggregate liability for any and all claims or causes of action including in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement will not exceed an amount equal to the Fees payable by the Payor. This limitation of BSI's liability will survive termination of this Agreement.

在法律允许的最大范围内，BSI 对本协议项下或与本协议相关产生的任何和所有权利主张或诉因（包括合同违约、侵权（包括疏忽）、违反法定义务或其他方面）的最高责任总额不应超过付款方应付的费用金额。本协议终止后，BSI 的责任限制将继续有效。

**29.** Either Party may terminate this Agreement at any time by giving the other Party not less than three (3) months' written notice of its intention to do so. Any Services due to be delivered in such notice period and any costs incurred (or agreed to be incurred) shall remain payable by the Payor.

经至少提前三（3）个月书面通知另一方，一方可随时终止本协议。在该等通知期内应交付的任何服务以及发生（或同意发生）的任何费用仍应由付款方支付。

**30.** Without affecting any other right or remedy available to it, either party to this Agreement may terminate this Agreement with immediate effect by giving written notice to the other party if:

在不影响其享有的任何其他权利或救济的情况下，如果发生以下行为，本协议任何一方可通过书面通知另一方终止本协议，并即时生效：

- a.** the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;另一方在本协议项下存在重大违约行为，且该违约不可补救，或（如果该违约可以补救）未能在收到采取补救措施的书面通知后的 30 日期限内对该违约予以补救；
- b.** the other party takes any step or action in connection with its entering administration, provisional liquidation, bankruptcy or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;另一方就其进入破产管理程序、临时清算、破产或与其债权人达成的任何和解或安排（与偿债能力重组相关的除外）、停业（无论是自愿的还是根据法院命令，但为偿债能力重组之目的的除外）、已指定接管人接管其任何资产或停止经营业务，或如果该等措施或行动是在另一司法管辖区采取，则根据相关司法管辖区的规定被认为是类似破产程序；
- c.** the other party suspends, or threatens to suspend, or ceases or threatens to cease to

carry on all or a substantial part of its business;  
另一方中止或威胁中止、或停止或威胁停止开展其全部或绝大部分业务；

d. the Client challenges the validity or ownership of any BSI's Intellectual Property Rights;  
客户质疑任何 BSI 知识产权权利的有效性或所有权；

e. a party has reasonable grounds for believing that the other party is not in compliance with any applicable laws;  
一方有合理理由相信另一方不遵守任何适用法律；

f. the Client Terms has been terminated and BSI is no longer able to perform the Services;  
客户条款已终止，BSI 不再能够开展服务；

g. if, in the reasonable opinion of BSI, the Auditee acts in such a manner that may bring BSI into disrepute;  
BSI 合理认为，被审核方的行为可能使 BSI 名誉受损；

h. the Payor fails to pay any amount due under the Client Terms and/or this Agreement (as the case may be) on the due date for payment; or  
付款方未能在到期付款日支付客户条款和/或本协议（视情况而定）项下到期应付的任何款项；或

i. there is a change of control of the Auditee.  
被审核方的控制权发生变更。

**31.** For the purposes of this Agreement, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating Party would otherwise derive from a substantial portion of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

为本协议之目的，重大违约系指可能对合同终止方依据本协议实质部分本应获得的利益产生严重影响的最广泛意义上的违约（包括预期违约）。在决定某一违约是否构成重大违约时，不应考虑该违约是否由某种事故、灾祸、错误或误解所导致。

**32.** On termination or expiry of this Agreement, and where the Auditee is the Payor, the Auditee shall immediately pay to BSI all of BSI's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, BSI may submit an invoice, which shall be payable immediately on receipt.  
在本协议终止或期满时，如果被审核方是付款方，则被审核方应立即向 BSI 支付其所有未付的发票金额和利息，就已提供服务但尚未提交发票的，BSI 将提交发票，被审核方应在收到发票时立即支付相应款项。

**33.** Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.  
本协议的终止或期满不应影响双方截至终止或期满之日已产生的任何权利、救济、义务或责任，包括就任何违反本协议的行为要求损害赔偿的权利。

**34.** Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from an

Event of Force Majeure. If the period of delay or non-performance continues for sixty (60) days, the Party not affected may terminate this Agreement by giving fourteen (14) days' written notice to the affected Party. An "Event of Force Majeure" shall mean circumstances that are unavoidable, beyond a Party's reasonable control (whether or not reasonably anticipated), and which renders impossible the performance of any material obligation or the exercise of any material right under this Agreement by either of the Parties including without limitation, including without limitation: (a) acts of God, flood, fire, earthquake, or explosion; (b) pandemic, onset of infectious diseases, issuance of quarantine or other prohibition or restrictive orders by any governmental or public authority; (c) war, terrorism, invasion, or act of insurgency; (d) national or regional emergency; (e) strikes, labour stoppages or slowdowns or other industrial disturbances, riot or other civil unrest; (f) embargoes or blockades, or passage of a law or any action taken or regulations imposed by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition; (g) any complete or partial government shutdown; (h) national or regional shortage of adequate power or telecommunications or transportation; or (i) cyber-attacks, internet service provider failures or delays, or denial of service attacks.

如果因不可抗力事件导致任何一方延迟履行或不能履行协议，该方不应被视为违反本协议，亦不应对该等延迟履行或不能履行承担责任。如果延迟履行或不履行期间持续六十（60）天，未受影响的一方可提前十四（14）天书面通知受影响一方终止本协议。“不可抗力事件”系指无法避免、超出一方合理控制（无论是否合理预期）

的情况，并且该等情况使任何一方不可能履行其在本协议项下的任何重大义务或行使其在本协议项下的任何重大权利，包括但不限于：(a) 自然灾害、水灾、火灾、地震或爆炸；(b) 流行病、传染病的发生、任何政府或公共机构发布检疫或其他禁令或限制性命令；(c) 战争、恐怖主义、入侵或叛乱行为；(d) 国家或地区紧急状态；(e) 罢工、停工或怠工或其他工业骚乱、暴乱或其他内乱；(f) 禁运或封锁，或通过禁运或封锁的法律，或由政府或公共机构采取的任何行动或法规，包括实施禁运、进出口限制、配额或其他限制或禁止；(g) 任何完全或部分的政府职能停止运转；(h) 国家或地区电力或电信或运输能力短缺；或 (i) 网络攻击、互联网服务提供商故障或延误或拒绝接受服务攻击。

**35.** This Agreement is personal to the Auditee and the Auditee may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement. BSI may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

本协议仅针对被审核方，被审核方不得转让、转移、抵押、押记、分包、委托、宣告信托或以任何其他方式处理其在本协议项下的任何权利和义务。BSI可在任何时间转让、抵押、押记、分包、委托、宣告信托或以任何其他方式处理其在本协议项下的任何或所有权利。

**36.** This Agreement shall not be construed against any Party to this Agreement because that Party drafted or caused that Party's legal

representative to draft any of its provisions, and any rule of construction that a document shall be construed against the drafting Party shall not apply to this Agreement.

本协议不得因本协议由任何一方起草或促使该方的法律代表起草本协议的任何条款而使该条款被解释为不利于该方，任何协议应被解释为不利于起草方的解释规则不得适用于本协议。

**37.** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. 对本协议或法律项下的任何权利或救济的放弃仅在以书面形式作出的情况下有效，但不得被视为对任何后续权利或救济的放弃。一方未行使或延迟行使本协议或法律规定的任何权利或救济不得构成对该等权利或救济或任何其他权利或救济的放弃，也不得阻止或限制对该等权利或救济或任何其他权利或救济的任何进一步行使。单独或部分行使本协议或法律规定的任何权利或救济不得阻止或限制对该等权利或救济或任何其他权利或救济的进一步行使。

**38.** The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

本协议项下规定的权利和救济是对法律规定的任何权利或救济的补充，且不排除该等法定权利或救济。

**39.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

如果本协议的任何规定或部分规定是或变得无效、不合法或不可强制执行的，则该等规定或部分规定应被视为已删除，但协议其他部分的有效性和可强制执行性不受影响。如果本协议的任何规定或部分规定被视为已删除，则双方应善意协商以达成最大可能达到原规定预期商业效果的替代规定。

**40.** This Agreement, including the Schedules attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, whether written or oral, relating to the same subject matter. Each Party acknowledges that, in entering this Agreement, it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or

understanding that is not set out in this Agreement.

本协议，包括本协议的附件，构成双方就本协议主题事项的完整协议，并取代双方先前就同一主题事项达成的所有书面或口头协议。每一方确认，在签订本协议时，其未依赖本协议中规定的任何声明、陈述、保证或谅解，亦不得就该等声明、陈述、保证或谅解享有任何救济。

**41.** If there is an inconsistency between any of the provisions of this Agreement and the provisions of any master services agreement, purchase proposal, the Client's standard conditions of purchase or any other document stated to be relating to the Services or the Agreement, the provisions of this Agreement shall prevail.

如果本协议的任何规定与任何服务主协议、采购建议书、客户的标准采购条件、或声明与服务或本协议或本协议项下服务有关的任何其他文件的规定有不一致之处，应以本协议的规定为准。

**42.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

本协议的任何规定均不旨在或不得被视为在任何方之间建立任何合伙或合资企业，使任何一方成为另一方的代理人，或授权任何一方为或代表另一方作出或订立任何承诺。每一方确认其代表自己行事，而不是为任何其他主体的利益行事。

**43.** This Agreement shall be binding on, and enure to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.

本协议对双方及其各自的代理人、继承人和获准受让人具有约束力，并应被视为及于其利益而订立。提及任何一方时，应包括该方的代理人、继承人和获准受让人。

**44.** Any person who is not a party to this Agreement (whether or not such person shall be named, referred to, or otherwise identified, or shall form part of a class of persons so named, referred to, or identified, in this Agreement) shall have not have any rights under or in connection with it.

非本协议一方的任何主体（无论该主体是否应被指名、提及或以其他方式确定，或构成本协议中如此指名、提及或确定的一类主体的一部分）均不享有本协议项下或与之相关的任何权利。

**45.** Any notices to a party in connection with the Agreement must be in writing and sent by email or delivered to the party's address set out in the Agreement.

就本协议向一方发出的任何通知必须采用书面形式，并通过电子邮件发送或寄送至本协议中载明的该方的地址。

**46.** This Agreement may be executed in any number of counterparts and delivered by hand, sent by registered post or shall be transmitted by facsimile or electronic mail (in PDF format) and shall be as effective as executing and delivering this Agreement in the presence of the Parties. Any Party may enter into this Agreement by executing any counterpart but this Agreement shall not be effective until each Party has executed at least one (1) counterpart. Each counterpart shall constitute an original of this Agreement but all the counterparts together constitute the same instrument.

本协议可签署任何数量的副本，并可由专人递送，或通过传真或电子邮件（PDF 格式）发送，并应与当面签署和交付本协议具有同等效力。任何一方均可通过签署任何一份副本的方式签订本协议，但本协议只有在每一方签署至少一（1）份副本后方能生效。每份副本应构成本协议的一份原件，但所有副本共同构成同一份文件。

**47.** This Agreement shall be governed by and construed in accordance with the laws of the PRC. Any dispute, controversy or claim arising from or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration. The seat of the arbitration shall be Beijing. The arbitration shall be conducted in accordance with the CIETAC Arbitration Rules in effect at the date of the Request for Arbitration. The arbitral award shall be final and binding upon the Parties.

本协议受中华人民共和国法律管辖并根据中华人民共和国法律解释。任何因本协议引起的或与本协议有关的纠纷、争议及索赔，或本协议的违约、终止或无效，均应提交中国国际经济贸易仲裁委员会（CIETAC）仲裁。仲裁地为北京。仲裁应按照仲裁申请之日有效的 CIETAC 仲裁规则进行。仲裁裁决是终局裁决，对双方均具有约束力。

**48.** In the event of any inconsistency between the English and Chinese version of this Agreement, the Chinese version will prevail to the extent of any inconsistency with the translation.

如果本协议的英文版本与中文版本之间存在任何歧义，则以中文版本为准。

**49.** Except as otherwise specified herein, the following terms shall have the following definitions:

除非本协议另有规定，下列术语应具有如下定义：

Agreement: means these Supplier Audit (2<sup>nd</sup> Party)

Terms of Service (for Auditee), Contract for Services (or Proposal), Client Details, Executive Summary of Fees (or equivalent), Important Pricing Information, Declaration, and any other terms attached thereto or incorporated by reference.

协议：指供应商审核（客户指定第二方）之服务条款（被审核方）、服务合同（或建议书）、客户详情、费用内容摘要（或同等内容）、重要定价信息、声明及任何其他随附或援引纳入的条款。

**Audit Materials:** means all documents, information, items and materials in any form, whether owned by the Client or the Auditee, which are provided by the Client and/or the Auditee to BSI in connection with the Services.

**审核材料：**指客户和/或被审核方就服务向 BSI 提供的任何形式的所有文件、信息、物品和材料，无论该等文件、信息、物品和材料由客户或被审核方拥有。

**Auditee:** refers to the party to be audited by BSI as instructed by the Client, and as identified in the Agreement.

**被审核方：**指按照客户的指示并在协议中确定的由 BSI 审核的一方。

**BSI:** refers to the BSI entity identified in the Agreement.

**BSI：**指协议中确定的 BSI 实体。

**Client:** means the entity instructing BSI to perform the Services on the Auditee and as identified in the Agreement.

**客户：**指指示 BSI 为被审核方履行协议中确定的服务的实体。

**Client Terms:** means the agreement to be entered into between BSI and the Client which sets out the terms on which BSI will be conducting the Services vis-à-vis the Client.

**客户条款：**指 BSI 和客户签订的协议，其中规定 BSI 将向客户提供服务的条款。

**Confidential Information:** means any and all information, data and material of a technical or

business nature or relating in any way to the business, products, services, customers and personnel of either party that is expressly identified as confidential or which ought reasonably to be regarded as confidential; which may be received or obtained in connection with the operation of this Agreement.

**保密信息：**指与本协议的执行有关而可能收到或获得的、与任何一方的业务、产品、服务、客户和人员有关的任何和所有技术或业务性质的信息、数据和材料。

**Deliverables:** means any output of the Services as specified in the Agreement.

**交付成果：**指本协议中规定的服务的任何产出。

**Intellectual Property Rights:** means all inventions, innovations, improvements, developments, methods, patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names and domain names, rights in industrial designs, drawings and plans, rights in computer software or source code, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registrable, registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**知识产权：**指可注册、已注册或未注册的所有发明、创新、改进、开发、方法、专利、发明权、版权和

相关权利、名义权利、商标和服务商标、商号和域名、工业设计权、图纸和规划权、计算机软件或源代码权、数据库权利、保密信息（包括专有技术和商业秘密）中的权利及任何其他知识产权，包括现在或将来在世界任何地方存在的或将存在的该等权利的所有申请（或申请权）及所有类似或同等权利或保护形式的所有申请（或申请权）和续展或延期。

Services: means the audit services to be conducted by BSI on the Auditee as described in the Agreement.

服务：指协议中描述的将由 BSI 对被审核方开展的审核服务。

50. Notwithstanding clause 10, the Auditee shall procure that the Client provides BSI with at least thirty (30) business days' prior written notice for Services performed in Mainland China, and thirty (30) calendar days' prior written notice for Services performed outside of Mainland China, of the Auditee's intention to change the Performance Dates, failing which the Client and/or Auditee (as the case may be) shall be liable for the Fees regardless of whether the Services are performed on the newly requested Performance Dates, as well as other costs and penalties associated with the change.

尽管有第 10 条的规定，若被审核方有意变更履行日，被审核方应促使客户提前向 BSI 发送书面通知。在中国大陆开展服务的，应提前至少三十（30）个工作日发送通知；在中国大陆以外开展服务的，应提前至少三十（30）个日历日发送通知。否则客户和/或被审核方（视具体情况而定）应承担服务费用，以及与变更相关的其他费用和罚款，而不论服务是否在新要求的履约日履行。