

Order number: CEPO-0108083

Date: 19/09/2024

Bill to

PG4I
LVMH Perfume & Cosmetics (Shanghai) Co., Ltd.
Suite 2801, Plaza 66, No. 1266-Nanjing Road
(West)
200040 Shanghai

Ship to

LVMH Perfume & Cosmetics (Shanghai) Co., Ltd.
10F, Plaza66
No.1266 Nanjing Road (West)
200040 Shanghai

Vendor

V0284
上海鸿洋印刷包装制品有限公司
上海青浦区练西公路2850号4号楼226室
200000 上海

Contact:

Payment terms: Within 60 days

Brand	Item	Item Name	Description	Delivery	Entity Name	Quantity	Unit	Unit price	Total Amount
PG4I	Z09201	Printing Art work design	AUG 9月彩妆上新价格贴纸制作 (透底黑字+透底白字)	26/09/2024		1.00	EA	5,401.60	6,103.81

Net amount	Tax amount	Total
5,401.60	702.21	6,103.81 CNY

Please quote order number in all correspondence

采购条款和条件

本采购订单中采购方为路威酩轩香水化妆品（上海）有限公司或本订单正面显示的其关联公司（以下称“甲方”），供应商为本订单正面显示的为采购方提供指定商品或服务的法律实体（以下称“乙方”），本采购条款和条件与本订单正面采购详情构成双方之间对此笔采购的完整协议。如需英文版本，请联系甲方代表。

1. 采购订单及采购订单确认

甲方向乙方采购本采购订单（“本订单”）约定的商品或服务，**双方确认，一经乙方接受本订单或乙方收到本订单后的两个工作日内未书面拒绝本订单的，则认为乙方接受本订单，且本订单的条款和条件适用于双方之间的此笔采购。**如双方另行签署有针对此笔采购的书面采购合同或供应商协议的（“书面合同”），双方之间的采购适用书面合同的条款和条件，书面合同中未约定的，适用本订单的采购条款和条件。

2. 所有权及风险

本订单约定的商品的毁损或灭失的风险，自乙方将商品交付给甲方并经甲方验收通过后转移至甲方。本订单约定的商品的所有权自甲方支付款项或乙方向甲方交付商品之日起（以时间在先的为准）转移至甲方。

3. 乙方的声明与保证

乙方对甲方作出如下声明与保证：

- 乙方将在其经营活动中遵守一切适用法律，并具备法律要求的履行本订单需要的任何资质及许可；
- 乙方签署和履行本订单不违反现行的法律法规，不侵犯任何第三方的合法权益，不构成其其他合同项下的违约。乙方将采取包括赔偿、起诉和应诉在内的一切措施保护甲方的利益，以便甲方免于因其购买乙方的商品或服务而引起的对第三方的侵权责任；
- 乙方理解并承诺乙方不在任何时候，以任何形式，因与甲方进行商业往来而向甲方的任何员工提供任何个人利益，也不得以任何形式进行商业贿赂；
- 乙方将以诚信的态度，尽最大努力，为甲方提供高质量的商品或服务。乙方对甲方的各种报价与收费应是在同类情况下和同类客户中最优惠的。乙方所提供的商品或服务符合国家、行业有关质量标准并达到订单中所要求的标准，否则甲方有权拒收或要求乙方重新提供；
- 乙方在甲方场所提供服务时，必须遵守甲方的规章制度、指示，甲方有权派员陪同或监督。乙方将制作或保留与甲方交易的完整记录，并按甲方要求定期或随时向甲方提供此记录；
- 乙方应自行购买必要的保险，并对其人员在任何场所工作时产生的自身的人身伤害及财产损失负责（除该等伤害是仅由于甲方的过错导致的）。
- 对乙方人员造成的甲方或其他第三方的任何人身伤害或财产损失，乙方应根据法律赔偿所有的实际损失。
- 本订单的生效和履行如需政府有关部门批准，乙方应负责此等报批工作，并取得政府批准。若因乙方未作报批或报批手续不完备致使本订单的执行受到影响，则乙方应独自承担有关责任，并使甲方免于由此引起的损害。
- 订单中注明的交货期/最后期限，包括交货时间和履行服务的任何时间，是非常重要的。乙方确认在双方约定的时间段交货，且甲方有权在合同交货期/最后期限届满后取消尚未交付的/或执行的任何订单或部分订单。如果发生任何事件可能对订单中注明的交货期/最后期限造成影响，可能导致产品的迟延交付和/或服务的迟延履行，乙方应立即通知甲方。乙方同意费用采取一切措施来尽可能地对该等迟延进行补救，甲方可以要求实施快速装运等，费用由乙方承担。

4. 付款事项

本订单约定的费用或款项为含税价格。甲方应在乙方交付商品后或提供服务完毕且在本订单规定的期限内验收合格、结算完毕并收到乙方提交的符合甲方要求的增值税专用发票和签收文件后的 60 个工作日内付款。甲方的结算周期为每月 10 日至 20 日，如上述付款日期超过甲方的结算周期的，则付款时间自动延续至甲方下月结算周期的首日。

5. 保密与知识产权

a. 为履行本订单，乙方可能得知有关于甲方的经营、业务、产品、价格、技术人员等信息，该等信息均为甲方的保密信息。未经甲方书面许可，乙方不得向任何第三方透露甲方的保密信息以及本订单的任何条款，也不得为任何本订单以外的目的使用。乙方有义务采取一切合理的措施以使甲方的保密信息免于散发、传播、披露、复制、滥用及被无关人员接触。乙方应要求其员工承担与本订单的约定相同的保密义务，并采取有效的保密措施；乙方服务项目人员应采取严密措施防止乙方其他项目人员接触本订单的服务内容及数据。如乙方员工违反保密义务的，视为乙方对本保密义务的违反。如果法律或法院指令要求乙方或任何乙方人员披露任何保密信息，乙方应：(i) 尽快书面通知甲方，且不能晚于该披露之前五(5)个工作日；(ii) 与甲方配合，依据适用法律对该保密信息进行保密；(iii) 尽最大努力将该披露限制在遵守该法律或法院指令所必要的最小披露范围内。乙方应当在本订单解除或终止日期后三日内将所有前述保密信息、文件无偿退回甲方或者按照甲方的要求销毁并提供已销毁的书面承诺。

b. 本订单不得视为与甲方有关之任何知识产权的转让。未经甲方事先书面同意，乙方不得使用甲方之任何商标、标识、图样、名称于本订单以外之用途，乙方亦无权将其在本订单范围内对甲方有关之任何知识产权的使用，无论以何种方式，明示或暗示地转让、许可或再授权任何第三方。

c. 乙方同意并承认在履行本订单过程中由其向甲方提交、或为甲方创造、制作的标语、名称、计划、广告、直接营销、公告、促销材料、设计、图案或其他诸如此类的服务成果的知识产权为甲方所有，甲方及其关联公司有权在此基础上自行或委托其他第三方做进一步的开发；经甲方要求，乙方应将所有与上述服务成果的相关文件、信息及资料转交给甲方。乙方保证向甲方交付的所有商品或服务未侵犯任何第三方的知识产权。如果在乙方交付甲方的服务成果中包含乙方在本订单生效之前所有的或合法获得的知识产权，乙方在此同意授予甲方非独家的、可转让的、免费的、永久的和无限制的使用权。如乙方设计、制作或提供给甲方的服务成果涉及到任何第三方的知识产权，乙方应事先书面通知甲方，并有义务负责取得此第三方的批准和授权。

d. 若乙方违反本条项下的义务，甲方可以立即解除本订单并要求乙方支付本订单总额的 30% 作为违约金，如该违约金尚不足以弥补甲方由此遭受的损失，包括但不限于诉讼费、律师费等，乙方还应全额赔偿所有的损失。

6. 数据安全

- 作为提供商品或服务的一部分，由甲方根据本订单向乙方提供和传输的所有甲方数据和个人信息为甲方所有。乙方承诺对甲方公司数据和个人信息予以保密，且在任何情况下均不得向第三方披露，除非本订单另有约定。
- 乙方明白及理解，为履行本订单之需要，甲方可能将乙方提供的资料和信息（例如：乙方在提供服务中添附、融合的个人信息及/或数据、或者向甲方提供的个人信息及/或数据，以及与本订单履行相关的乙方或其员工的个人信息等）交由关联公司或授权的第三方服务商在国内外保存和/或处理（如：建立供应商档案、合规审查、处理合同项下订单及付款事宜等）。乙方承诺该等数据来源合法、真实有效，已经依法履行了必要的、充分的告知及同意程序（含乙方人员个人信息出境的告知及同意程序）或符合其他法定事由。乙方确认有权向甲方提供该等个人信息及/或数据，且在本订单有效期内免费地、不可撤销地、可转授权地授权甲方基于本订单之目的处理该等数据，但法律法规及本订单另有规定的除外。
- 乙方承诺其在提供服务时将严格遵守甲方和/或乙方关于个人信息保护政策和数据泄露时的应急响应机制的规定，任何对规定违反都是本订单下的严重违约行为。乙方每违反一次，甲方有权扣除本订单金额百分之五的违约金，如该违约金不足以弥补甲方损失的，包括但不限于诉讼费、律师费，乙方还应对予以全额补足。如果乙方未能履行本订单约定的任何一项义务导致发生数据或保密信息泄露的，甲方有权立即解除本订单，并要求乙方支付每条不低于 RMB2,000 元或相当于本订单金额百分之百的违约金（以最高的为准）。如违约金不足以弥补甲方损失的，包括但不限于诉讼费、律师费，乙方还应对予以全额补足。
- 本订单终止时，乙方应立即按照甲方要求处理、返还、销毁或删除（根据情况适用）所有甲方公司数据和个人信息及其副本（包括备份）。
- 乙方应赔偿、保护公司免受由于乙方对未经授权占有、披露或使用公司数据和个人信息，或任何违反数据安全及适用法律法规的行为引起的任何及所有主张、要求、诉讼、责任、损失、损害、成本及费用（包括但不限于合理的律师费用和诉讼费用）的影响。
- 本条款将不受订单期限的限制，持续有效。

7. 与甲方竞争者的关系

- 如果乙方在本订单生效之前的一年之内曾经为甲方的商业竞争者提供过与本订单相同或相似的商品或服务，或者乙方的重要股东、高级管理人员或者为甲方提供商品或服务的直接涉及人员是甲方商业竞争者的股东或雇员，乙方应向甲方披露。
- 在成为甲方提供服务或商品期间，乙方或乙方项目人员若接受甲方的商业竞争者的委托为其提供商品或服务，应告知甲方，并事先征得甲方的书面同意。
- 乙方应促使其服务项目人员严格执行本订单项目的保密义务，本订单项目下的任何文档、信息、数据均须与乙方其他项目分开存放、存储，且乙方服务项目人员应采取严密措施防止乙方其他项目人员接触本订单的服务内容及数据。如甲方有证据证明乙方项目人员违反本条款的，甲方有权解除本订单并追究乙方违约责任。
- 在此处甲方的商业竞争者是指与甲方从事的业务或出售的商品相同或者相似的第三方，包括但不限于化妆品、护肤品及香水产品的生产商、经销商或销售方。

采购条款和条件

本采购订单中采购方为路威酩轩香水化妆品（上海）有限公司或本订单正面显示的其关联公司（以下称“甲方”），供应商为本订单正面显示的为采购方提供指定商品或服务的法律实体（以下称“乙方”），本采购条款和条件与本订单正面采购详情构成双方之间对此笔采购的完整协议。如需英文版本，请联系甲方代表。

8. 分包或转包

乙方在未经甲方事先书面同意的前提下，不得将本订单或其中任何一部分转让或转包给任何第三方。即便经甲方认可，乙方仍需对该被认可的第三方的合同履行及产生的任何责任对甲方承担连带保证责任。

9. 违约责任

除非本订单另有其他约定，乙方违反本订单规定延迟交付标的或提供服务，或乙方交付的标的或提供的服务不符合本订单要求，或乙方有其它实质性违约行为的，乙方在收到甲方书面通知之日起 10 日内未能纠正或改善，或者该违约无可挽回、违约行为无法纠正、带来的影响无法消除，甲方有权书面通知乙方立即解除本订单，要求乙方全额退回甲方已支付的违约行为所涉订单的价款且甲方不再支付其余服务费用（如有），并要求乙方无条件地向甲方支付本订单总价的 30% 作为违约金；本订单总价为无法计算或者不确定的金额的，应以“违约行为发生之日之前双方已经确认的所有累计总金额”作为本订单总价的确定标准。前述退款或违约金的支付不免除乙方根据本订单之规定在本订单终止后需持续遵守的义务。尽管有前述规定，如前述退款或违约金尚不足以弥补甲方因此而遭受的损失，包括但不限于律师费、诉讼费等等，乙方还应以全额补足。

10. 本订单的变更或解除

双方可以协商一致的方式签订书面补充协议，以修改本订单的内容；**甲方可在向乙方下达订单后的两个工作日内通知乙方后撤回或解除本订单，且无需说明理由。**若乙方 (i) 违反其在本订单项下的第 3 条、第 5 条、第 6 条和第 7 条的规定，(ii) 有任何商业贿赂行为，包括但不限于以金钱、贵重礼品、奢侈的餐饮及应酬、旅游等手段进行贿赂，(iii) 在服务期限内累计三次重大过失，导致达不到服务要求，(iv) 非因合并或公司重组之目的而被强制或自行进行清算程序，(v) 破产或无力偿还债务，则甲方可经通知乙方后立即解除本订单。本订单终止前或终止时，乙方应根据甲方的要求配合移交或销毁相关甲方所有的文件资料或信息，并帮助甲方指定的新供应商完成交接与过渡工作。

11. 适用法律和争议解决

本订单适用中国法律。本订单项下的一切纠纷，如友好协商不成，应提交甲方所在地人民法院管辖。

12. 通知

双方之间的联系方式见订单正面。如发生双方中任何一方按本订单之联系方式或变更后之联系方式给对方发送文件及通知被拒收、查无此人、查无此地址、无人收取而被退回等情况时，则所发送之文件及通知自寄出之日起第 3 日视为已送达，传真及电子邮件自发出之日视为已送达，由此产生之所有法律责任由收件方承担。

13. 不可抗力

因地震、台风、水灾等不可抗拒的自然灾害，以及暴动、骚乱、战争、国家政策调整、重大公共卫生事件等超出一方合理控制能力的因素（以下统称为“不可抗力”）引起一方未能或迟延履行，该方不需承担违约责任。但该方应采取措施避免损失的扩大，并应在不可抗力出现 24 小时内书面通知另一方。甲方可根据该不可抗力的严重程度作出如下选择：(i) 顺延产品的交付期限或服务的完成期限，并于顺延期内随时终止本订单；或(ii) 立即终止本订单。

14. 其他

本订单中涉及保密与知识产权、数据安全、违约责任、适用法律和争议解决的条款在本订单到期或提前终止后继续有效。**本订单由甲方通过邮件、邮寄或其他形式送达乙方，原件与扫描件具有同等法律效力。**

Terms and Conditions of Purchase

The Purchasing Order is entered by LVMH PERFUMES & COSMETICS (SHANGHAI) COMPANY LIMITED or its affiliated companies ("Party A") and the legal entity provides specified goods or services for Party A shown on the front page ("Party B"). The Purchase Terms and Conditions and the purchase details of the Order on the front page constitute a complete contract between two parties for this purchase.

1. Purchase Order and the Confirmation of the Purchase Order

Party A purchases commodity or service agreed in the Purchase Order ("the Order") from Party B. **Both parties acknowledge that once Party B accepted the Order or has not refused the Order within two working days after receipt of the Order, it shall be deemed as Party B accepts this Order, and the terms and conditions of the Order are applicable to this purchase.** If both parties have entered into a written purchase/service contract or vendor agreement for this purchase separately ("Written Contract"), the terms and conditions of the Written Contract are applied to this purchase and shall prevail. Otherwise, the terms and conditions hereunder are applicable.

2. Ownership and Risk

The risk of damage or loss of the commodities specified in this Order shall be transferred to Party A after the commodities delivered by Party B have been through Party A's acceptance. Party A become the owner of the commodities as from the date that Party A pays off or Party B delivers the commodities to Party A (whichever comes first).

3. Party B's Representations and Warranties

Party B makes following representations and warranties to Party A:

a. Party B will comply with all applicable laws in their business activities and has all qualifications and licenses required by the law to fulfill the requirements of the Order.

b. The execution and performance of this Order of Party B does not violate any existing laws and regulations, nor infringe upon the lawful rights and interests of any third party, nor constitute a breach under other orders. Party B will take all measures, including compensation, filing a lawsuit and response to a lawsuit, to protect the interests of Party A from any liability for tort to a third party arising from the purchase or use by Party A of Party B's commodities or services.

c. Party B understands and promises that Party B will neither provide any personal interests to any employees of Party A for any business dealings with Party A at any time and in any form, nor engage in commercial bribes in any form.

d. Party B will take the honest attitude, make the best efforts, to provide high quality commodities or Services for Party A. All quotations and charges from Party B to Party A should be the most favorable under the similar circumstances and for the same kind customers. The commodities or Services provided by Party B shall meet relevant national and industrial quality standards and the standards required in the Order. Otherwise, Party A shall have the right to reject or request Party B to resupply.

e. When providing service in Party A's premise, Party B must abide by the rules and regulations of Party A. Party A has the right to send staff to accompany or supervise. Party B will make or keep complete records of the transaction, and provide such records to Party A regularly or at any time as required by Party A.

f. Party B shall purchase the necessary insurance and be responsible to personal injury and property loss that occurs to its personnel when working on any site (unless such injury is caused due to the fault of Party A)

g. For any personal injury or property loss of Party A or any other third party caused by Party B's personnel, Party B shall compensate all the actual losses arising according to the law.

h. If required by the relevant government departments for approval of the entry into force and performance of the Order, Party B shall be responsible for reporting for such approval and obtain the approval of the government. If Party B fails to make the approval or the approval procedures are not complete, which affects the implementation of this Order duly, Party B shall bear the relevant liabilities alone and make Party A away from the damage caused by this.

i. Lead times/deadlines, including both delivery times and any times for performing the services, as indicated in the Party A's order are essential. Party B confirms that the commodities will be delivered within the time period agreed by both Parties and Party A reserves the right to cancel any unperformed Order or any part thereof upon expiration of the agreed lead time/deadline. Party B undertakes to inform Party A immediately of any event that might delay the delivery of the commodities and/or the performance of the services relative to the lead time/deadline indicated on the Order. Party B undertakes to implement, at its own expense, all means making it possible to make up such delay, it being specified that, to that end, express shipment at the expense of Party B may be required by Party A.

4. Payments

Fees or payments agreed in this Order are tax inclusive. Party B shall, within the period specified in the Order, complete the service and shall, after Party A accepts the service upon inspection and signs related inspection document (if any), issue Party A qualified special VAT invoice that meets requirements; Party A shall pay related service fee within 60 working days after receiving the official invoice of Party B. The settlement period of Party A is from the 10th day to the 20th day each month; if the above-said date of payment falls beyond the settlement period of Party A, the time of payment shall be automatically postponed to the first day of the settlement of Party A in the following month.

5. Confidential and Intellectual Property Rights

a. In order to perform the Order, Party B may know the information about the management, business, product, price, personnel and other information of Party A, which is the Party A's confidential information. Party B shall not disclose the confidential information, any clauses under this Order to any third party without Party A's written permission. Meanwhile, Party B shall not use this Order for the purpose out of this Order. Party B has the obligation to take all reasonable measures to keep Party A's confidential information from the dissemination, disclosure, replication, abuse and the contact of unrelated personnel. Party B shall require its employees to assume the same confidentiality obligations as those set forth herein and shall take effective confidentiality measures. If any employee of Party B contravenes the confidentiality obligation, Party B shall be deemed to have breached such confidentiality obligation. If any law or court order requires Party B or any personnel thereof to disclose any confidential information, Party B shall: (i) notify Party A in writing ASAP no later than five (5) working days before such disclosure; (ii) cooperate with Party A in maintaining the confidentiality of such confidential information under applicable laws; and (iii) make its best efforts to limit such disclosure to the minimum extent necessary to the abidance by such law or court order. Party B shall, within three days after the rescission or termination of this Order, return all the aforesaid confidential information and documents to Party A for free or destroy the same according to the requirements of Party A and provide written destruction commitment letter.

b. The Order shall not be deemed to be the transfer of any intellectual property rights related to Party A. Unless obtain prior written consent of Party A, Party B shall not use any trademark, logo, pattern, name for the purpose other than the Order, and Party B shall not be entitled to transfer, permit or re-authorize the use of any intellectual property rights related to Party A within the scope of the Order, no matter in what form, explicitly or implicitly, to any third party.

c. Party B agrees and acknowledges that the intellectual property rights of the slogan, name, plan, advertising, direct marketing, announcement, promotional materials, design, pattern or other such service shall be owned by party A. Party A and its affiliated companies have the right to further develop on this basis by themselves or by entrusting other third parties. Upon the request of Party A, Party B shall transfer all documents, information and materials related to the aforesaid services to Party A. Party B hereby agrees to grant Party A non-exclusive, transferable, free, permanent and unrestricted rights of use of Party B's Service results include all or legally acquired intellectual property rights prior to signing this Order. If any third party's intellectual property rights are involved in the design, production or provision of Service results by Party B, Party B shall notify Party A prior in writing and shall be responsible for obtaining the approval and authorization of the third party.

Terms and Conditions of Purchase

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d. If Party B violates the obligations under this article, Party A may immediately terminate the Order and require Party B to pay 30% of the total amount of the Order as liquidated damages. Should such liquidated damages be insufficient to make up for all losses caused to Party A, including but not limited to the court cost, attorney's fee, etc., Party B shall make compensation until the losses are made up in full.

6.Data Security

a. Party A's data and personal information provided and transmitted by Party A to Party B pursuant to the Order as a part of the commodity or service shall be owned by Party A. Party B undertakes to maintain the confidentiality of Party A's data and personal information and may not disclose such data and information to a third party under any circumstance, unless otherwise stipulated herein.

b. Party B understands and acknowledges that, for the purpose of implementation of this Order, Party A may transfer materials and information provided by Party B (e.g. the attached or integrated personal information and/or data in Party B's provision of services, or provided personal information and/or data from Party B to Party A, or the personal information from Party B or his employees related to the implementation of this Order) to Party A's affiliates or authorized vendors for storage and/or processing (e.g. creating vendor's files, compliance audit, order processing or payment arrangement via the affiliates or authorized vendors, etc.) in the domestic or overseas. Party B warrants that the source of such data is legal, true and effective and that it has completed necessary and adequate notification and consent procedures (including those required for cross-border transmission of personal information of Party B's employees) or other statutory obligations in accordance with the law. Party B acknowledges it has the right to provide such personal information and/or data. Furthermore, Party B hereby grants to Party A royalty-free, irrevocable, and sublicensable license to process such personal information and/or data for the purpose and during the term of this Order, unless otherwise provided by laws, regulations and this Order.

c. Party B warrants that it will, when providing services under this Order, strictly abide by the rules regarding personal information protection policy and the emergency response mechanism against data leakage formulated by Party A and/or Party B. Any violation of rules will constitute a serious breach of this Order. For each occurrence of such breach, Party A shall have the right to make deduction from the price of this Order by five percent (the total price of the Contract is impossible to calculate or is unfixed, the standard for determining the total price of this Contract shall be the "Cumulative Total Amount of all Orders Confirmed by the Parties before the Occurrence of Such Breach") as liquidated damages paid by Party B; and if the liquidated damage is insufficient to cover actual losses suffered by Party A, including but not limited to legal fees and attorney fees, Party B shall make further payment to make up for the difference. If Party B fails to perform any of its obligations under this Order, resulting in leakage of data or confidential information, Party A shall have the right to terminate this Order immediately and claim for liquidated damages from Party B at the rate of no less than RMB 2,000 for each item or in an amount equivalent to one hundred percent (the total price of the Contract is impossible to calculate or is unfixed, the standard for determining the total price of this Contract shall be the "Cumulative Total Amount of all Orders Confirmed by the Parties before the Occurrence of Such Breach") of the price of this Order (whichever is higher); and if the liquidated damage is insufficient to cover actual losses suffered by Party A, including but not limited to legal fees and attorney fees, Party B shall make further payment to make up for the difference.

d. When the Order terminates, Party B shall immediately dispose of, return, destroy or delete (applicable as the case may be) all Party A's data and personal information and the duplicates thereof (including backups).

e. Party B shall assume compensate and protect Party A from any and all claims, requirements, suits, liabilities, losses, damages, costs and expenses (including but not limited to reasonable attorney's fee and court cost) arising from the unauthorized possession, disclosure or use of Party A's data and personal information or from the violation of data security and applicable laws and regulations.

f. This Article will not be subject to the limitation of the Order hereof and shall remain valid.

7.Relationship with Party A's Competitors

a. If Party B has provided commodities or services to the commercial competitors of Party A within one year before signing this Order, or Party B's important shareholders or senior management personnel or their relatives are the shareholders or employees of Party A's competitors, Party B shall disclose such relationship to Party A.

b. If, during the period when Party B serves as the designated supplier of Party A, Party B or its project personnel accepts the entrustment of Party A's business competitor to provide commodities or services the same as or similar to those in this Order, Party B shall inform Party A in writing and shall obtain the prior written consent of Party A.

c. Party B shall cause its service project personnel to strictly implement the confidentiality obligation for the project of this Order, and shall put and store any document, information and data under the project hereof separately from those of other projects; Party B's service project personnel shall take strict measures to prevent the personnel devoted to other projects of Party B from having access to the Service contents and data of this Order. If Party A has evidence to prove that Party B's project personnel violate this Article, Party A has the right to terminate this Order and holding Party B responsible for breach of Order.

d. Party A's business competitors herein means a third parties that engages in the same or similar business, sell the same or similar goods with Party A, including but not limited to the manufacturers, distributors or sellers of cosmetics, skincare products and perfume products.

8.Subcontract

Party B may not, without the prior written consent of Party A, transfer or sub-contract the Order or any part hereof to any third party. Even if such transfer or sub-contracting is accepted by Party A, Party B still needs to assume joint and several liabilities for such accepted performance of the Order by the third party and any liability arising therefrom.

9. Liability for Breach of Order

One party in breach of this Order shall bear the liability for the breach and compensate for the actual loss incurred to the observant party. If the breaching party fails to remedy the breach within 30 days after the observant party issues a written letter for breaching party's violation of the Order, or the breach of this Order is irreparable and uncorrectable, the impact cannot be eliminated, the observant party has the right to terminate this Order. If Party B breaches the Order, the liquidation damage that Party B shall pay to Party A is equivalent to 30% of the total amount of the Order. If the total price of the Order is impossible to calculate or is unfixed, the standard for determining the total price of this Order shall be the "Cumulative Total Amount of all Orders Confirmed by the Parties before the Occurrence of Such Breach". Party A has the right to suspend payment of the amount due, until Party B is responsible for the cost recover. Should such liquidated damages paid by Party B be insufficient to make up for all losses caused to Party A, including but not limited to attorney's fee, court cost, etc., Party B shall make compensation until such losses are made up in full. The liquidation damages or compensation could be offset directly in any fee to be paid by Party A to Party B.

10. Modification or termination of this Order

Both parties may sign a written supplementary Order in a way that changes the contents of this Order; **Party A may withdraw or terminate the Order by two working days' prior notice in writing to Party B, and without any explanation.** If (i) Party B violates Articles 3, 5, 6 and 7 hereof, (ii) Party B does any commercial bribery, including but not limited to offering bribes in such forms of money, valuable gift, luxurious meals and entertainment, travels, etc.;(iii)Party B commits gross negligence for three times accumulatively during the Order period, which leads to the failure to meet the service requirements;(iv)Party B is

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forced to carry out or carries out voluntarily liquidation proceedings not due to merger or restructuring; (v) Party B becomes bankrupt or insolvent, Party A shall be entitled to immediately terminate the Order after notifying Party B. Before termination or during termination of the Order, Party B shall be in accordance with the requirements of Party A to transfer or destroy all documents or information related to Party A, and help the new supplier nominated by Party A to complete the transition.

11. Applicable Law and Dispute Resolution

The Order shall be governed by the laws of China. All disputes hereunder shall be submitted to the people's court in the locality of Party A if such disputes cannot be resolved through friendly consultation.

12. Notice

The contact information of both parties is shown on the frontage. If the documents and notices sent by any Party to the other Party or the changed contact information are rejected or are returned because the receiving person or receiving address does not exist or because nobody collects such documents or notices, such documents and notices shall be deemed effectively given on the third day after they are mailed, or on the date if they are sent by fax or email, all legal responsibilities arising from which shall be borne by the receiving Party.

13. Force majeure

If earthquake, typhoon, flood and other irresistible natural disaster, and turbulences, riots, wars, national policy adjustments, significant events of public health and other factors beyond the reasonable control ability of one party (hereinafter collectively referred to as "Force Majeure") leads to the failure or delay on the part of a Party to perform the Order, such Party shall not bear liabilities for breach of Order, provided that such Party shall take measures to avoid further loss and shall notify the other Party in writing within 24 hours after the occurrence of the Force Majeure. Party A may make the following choice according to the severity of the force majeure: (i) delay the delivery time of the product or the completion time of the service, and terminate this Order at any time during the extension; or (ii) Terminate this Order immediately.

14. Others

The terms of confidentiality, intellectual property, data security, liability for breach of the Order, applicable law and dispute settlement in the Order shall remain fully effective after the expiration or termination of the Order. **This Order is sent by Party A to Party B by mail, courier or other means. The original and the scanned copy shall have the same legal effect.**