

# Purchase Order

Please accept it in writing within 48 hours and arrange the delivery.

**Order Number: PO23061200078**

Please include this number on all invoices and shipping documents.

**Total Amount: 1,145,076.62 CNY**

Issued on: 2023-06-12

Buyer: Yu Liu , liuyu.423@bytedance.com

## Supplier:

康辉集团北京国际会议展览有限公司

Contact: 侯莹 , 18800069726 , houying@cct.cn

## Bill To:

Legal Entity: TikTok Pte. Ltd.

TaxNumber: 201719908M

1 Raffles Quay, #26-10, South Tower, Singapore 048583.

Contract Number: CT20230517000969

| No. | Goods/Service | Quantity | Unit Price<br>(Tax Incl.) | Subtotal<br>(Tax Incl.) | Tax Rate |
|-----|---------------|----------|---------------------------|-------------------------|----------|
| 1   | 会务            | 1        | 1,145,076.62 CNY          | 1,145,076.62 CNY        | 6.0000%  |

**Description:** -

**Delivery Address:** 广东省广州市海珠区阅江中路832号琶洲保利天幕广场

**Receiver:** Gia Lynn Kwok , 18802082834

**Expected Deliver Date:** 2023-05-18

## Notes:

SHOPNOW品牌出海营销峰会-会务接待

## Payment Terms:

| No. | Payment Conditions | Payment Method                                                                  | Payment Type                       |
|-----|--------------------|---------------------------------------------------------------------------------|------------------------------------|
| 1   | Postpayment        | After Acceptance of Delivery-And after<br>Receiving the Invoice-30-Calendar Day | According to<br>payment conditions |

**Payment Term Description:** 本协议的付款方式为一次性付款: 乙方提供本协议全部服务且经甲方验收合格后, 乙方应按照甲方要求开具合法等额发票及全部交付成果。

## STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDER

### 1. Terms

- 1.1 This Purchase Order (referred to as the “**PO**”), together with any documents incorporated herein by reference (including any contract referenced under the Contract ID section of the PO (“**Contract**”), henceforth referred to as the “**Agreement**”), constitutes the entire agreement of the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, whether written or oral, express or implied, with respect to the subject matter of the PO. In the event that the terms of the PO conflicts with the Contract, the Contract shall prevail.
- 1.2 This PO shall apply to the exclusion of any other terms that the Supplier may seek to impose or incorporate. Electronic transmission of the PO shall have the same effect as if a duly executed original were delivered to the Supplier.
- 1.3 This PO also applies to any repaired or replacement Goods/Services provided by the Supplier hereunder.

### 2. Delivery of Goods

- 2.1 If the Supplier delivers the wrong quantity of Goods ordered, without prejudice to any other rights and remedies that may be available to the Buyer, the Buyer may:
- (a) if the quantity of Goods delivered is more than the quantity ordered,
    - (i) reject all or any excess Goods, in which case the Buyer shall have the right to return such excess Goods at the sole risk and expense of the Supplier, and shall have no obligation to pay for such excess Goods. For the avoidance of doubt, the title to and risk in any excess Goods shall not pass to Buyer and shall remain with the Supplier, notwithstanding they have been delivered to the Buyer; or
    - (ii) accept the excess Goods, subject to the same price per unit of Good, terms and conditions as applicable to the Goods originally ordered by Buyer;
  - (b) if the quantity of Goods delivered is less than the quantity ordered,
    - (i) require the Supplier to, at its own risks and expenses, promptly deliver the remaining balance of ordered Goods by the next business day; or
    - (ii) obtain substitute Goods from another supplier, and require the Supplier to reimburse the Buyer for the costs incurred by the Buyer in doing so; and
  - (c) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of the incorrect quantities of Goods (including without limitation to any additional storage costs incurred by Buyer in storing any excess Goods, costs of obtaining substitute Goods, and Delay Liquidated Damages).
- 2.2 Any rejected Goods shall be returned at the Supplier's risk and expense.
- 2.3 All Goods shall be delivered to the Delivery Address in accordance with the Delivery Date instructed by the Buyer.

### 3. Performance of Service

- 3.1 Supplier shall use commercially reasonable efforts to perform the Services under this PO and Agreement in accordance with Buyer's instructions.
- 3.2 Buyer may at times issue additional instructions, require additional Service or reduce or waive Services covered under the PO. The Parties shall agree in writing on the adjustment of price, venue, or time of performance. Any claim by Supplier for increased compensation must be made within thirty (30) days of delivery of the adjusted or new Services.
- 3.3 Supplier represents and warrants that Supplier and its employees are skilled, experienced and fully-qualified to perform and deliver the Services consistent with the highest standards of Supplier's profession, business or industry. Unless otherwise agreed, Supplier must provide all equipment, tools and other material necessary for the Services at Supplier's own expense.

#### **4. Time**

- 4.1 Time is of the essence in the performance of this PO. Buyer shall (without prejudice to its other rights and remedies) have the right to terminate the PO immediately upon Supplier's failure to deliver any of the Goods or perform any of the Services (or part thereof) by the Delivery Date by providing written notice to Supplier, and Supplier shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses attributable to Supplier's such failure.
- 4.2 If the Supplier fails to deliver the Goods or perform the Services by the timelines agreed between the Buyer and Supplier, the Supplier shall pay to the Buyer liquidated damages at the rate agreed between the Buyer and Supplier from the original date the Goods are to be delivered or Services are to be completed (as the case may be) until the date the Goods are actually delivered or Services are actually completed ("**Delay Liquidated Damages**").
- 4.3 Liquidated Damages shall be a debt due and payable by the Supplier to the Buyer on demand and may be deducted from any payments otherwise due from the Buyer to the Supplier.
- 4.4 The parties agree that the Delay Liquidated Damages are a genuine, fair and reasonable pre-estimate of the damages likely to be sustained by the Buyer as a result of the Supplier's failure to deliver the Goods or perform the Services in accordance with the timelines agreed between the Buyer and Supplier.
- 4.5 The payment of Delay Liquidated Damages shall not relieve the Supplier from any of its obligations to deliver the Goods or perform the Services or from any other warranties, obligations or liabilities of the Supplier under or in connection with this PO.

#### **5. Title and Risk**

- 5.1 Unless otherwise agreed,
  - (a) title to the Goods shall pass to the Buyer upon delivery of the Goods to the Delivery Address; and
  - (b) risk of loss or damage to the Goods shall pass to Buyer only after the Buyer has inspected and accepted the Goods.
- 5.2 The passing of title shall not prejudice any of Buyer's rights and remedies, including its right to reject any defective Goods.

#### **6. Packaging**

- 6.1 All Goods shall be packed in accordance with Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition.
- 6.2 The Supplier must provide the Buyer with prior written notice if it requires the Buyer to return any packaging material. Any return of such packaging material shall be made at the Supplier's expense.

## **7. Shipping**

- 7.1 Delivery shall be made in accordance with the PO. Supplier shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Supplier shall provide all shipping documents relevant to the Goods or as required by Buyer.

## **8. Inspection**

- 8.1 Buyer, at its sole option, may inspect all or part of the Goods/Services on or after the Delivery Date, and may reject all or any portion of the Goods/Services if it determines the Goods/Services are nonconforming or defective.
- 8.2 If Buyer rejects any portion of the Goods/Services, Buyer has the right, effective upon written notice to Supplier, to:
- (a) rescind the PO in its entirety or proportion;
  - (b) accept the Goods/Services at a reasonably reduced price, and where applicable, request the Supplier to refund any monies paid by Buyer in respect of the Goods/Services; or
  - (c) reject the Goods/Services and require replacement of the rejected Goods/Services at the Supplier's expense
- 8.3 If Buyer requires replacement of the Goods/Services, any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Supplier's obligations under the PO, and Buyer shall have the right to conduct further inspections after Supplier has carried out its remedial actions.
- 8.4 For the avoidance of doubt, the receipt of Goods/Services, the inspection or non-inspection of or payment for the Goods/Services, will not constitute acceptance of the Goods/Services and will not impair Buyer's right to (i) reject non-conforming Goods/Services, (ii) recover losses or damages and/or (iii) exercise any other remedies to which Buyer may be entitled at law or in equity.

## **9. Payment Terms**

- 9.1 The price for the Goods and/or Services and delivery terms are as stated on the face of the PO. Unless otherwise provided on the face of the PO, the price includes (i) all costs to comply with this PO, (ii) any and all taxes, including sales, use, excise, value-added, goods and services tax ("G.S.T") and other taxes, and (iii) fees, duties, or other governmental impositions on the sale of the Goods/Services.
- 9.2 If Buyer is required to pay any taxes or other impositions, Supplier will promptly reimburse Buyer. Notwithstanding anything to the contrary, Supplier shall be responsible for paying to the relevant tax authority any applicable G.S.T. or such other similar sales tax, if applicable.
- 9.3 Supplier shall issue an invoice as required by Buyer after the completion of delivery/performance only in accordance with the PO. Buyer shall pay all undisputed invoiced amounts due to Supplier in accordance with the payment terms specified on the face of the PO.

- 9.4 Supplier shall keep accurate records of the time spent, work performed, and all charges and expenses, associated with the Services/Goods. Buyer shall have access to and the right to examine any pertinent records of Supplier relating to the Services/Goods, upon reasonable notice to Supplier and Supplier's regular business hours, for two (2) years after final payment under the applicable PO.

## **10. Warranties for Goods/Services**

10.1 Supplier warrants to Buyer that all Goods/Services will:

- (a) be free from any defects, errors or omissions in workmanship, material and design;
- (b) comply with all applicable laws, regulations, guidelines, policies, requirements as required under the laws or by the relevant authorities in the relevant jurisdictions where the Goods/Services are intended to be used;
- (c) conform, perform and operate in accordance with applicable specifications, drawings, designs, sam and other requirements specified by Buyer;
- (d) be fit for their intended purpose and operate as intended;
- (e) be new, good and of merchantable quality;
- (f) be delivered free and clear of all security interest, liens, mortgages, security interests or other encumbrances; and
- (g) not infringe or misappropriate any third party's Intellectual Property Rights.

10.2 In this PO, "**Intellectual Property Rights**" means all rights in and to intellectual property, including, without limitation, rights to patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registrable, registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, 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.

10.3 These warranties are cumulative and in addition to any other warranty provided by law or equity.

## **11. Warranties for Services**

11.1 Supplier warrants to the Buyer that it shall ensure the Services are provided:

- (a) in accordance with any applicable specifications and service levels in the PO and the Agreement or otherwise agreed between the Buyer and Supplier;
- (b) using the same skill, care and diligence and at least to the same degree of accuracy, completeness, efficiency, quality, responsiveness and timeliness as may be reasonably expected to be provided by well-managed suppliers with appropriate skill and experience of providing services of a similar scope, type, nature and complexity to the Services;
- (c) in accordance with any requirements specified by Buyer and be fit in all respects for the Buyer's intended purposes as communicated by the Buyer to the Supplier;
- (d) with due expedition at the Delivery Address on or by the Delivery Date or otherwise in accordance with the timelines agreed between the Buyer and Supplier; and

(e) in a safe and professional manner and in accordance with all applicable laws.

11.2 Supplier warrants to the Buyer that it shall procure that the Services are performed from the locations and to the Buyer's sites or such other locations as expressly agreed by Buyer in writing from time to time.

11.3 These warranties are cumulative and in addition to any other warranty provided by law or equity.

## 12. Intellectual Property

12.1 Retained Rights. Subject to Section 12.3, Supplier retains all right, title and interest in and to materials (i) owned or created by Supplier before the date of this PO or (ii) developed by Supplier outside the scope of this Agreement provided that such materials do not contain or constitute derivative material of Buyer's Confidential Information and/or Intellectual Property Rights (collectively, the "**Retained Rights**").

12.2 Ownership of Intellectual Property Rights. Supplier acknowledges that Buyer is the exclusive worldwide and perpetual owner of all Intellectual Property Rights in the trademarks, logos, drawings, specifications, designs and any other materials provided to Supplier by Buyer in pursuance of this PO and Supplier will only use the same to the limited extent necessary to execute this PO. Furthermore, all Goods and/or Services (including the products of such Services) (collectively, the "**Deliverables**") that are provided to Buyer by Supplier pursuant to this PO shall be the exclusive property of Buyer and Supplier hereby irrevocably assigns, transfers and conveys to Buyer all rights, titles, and interests (including all worldwide and perpetual Intellectual Property Rights therein) in and to such Deliverables, including the right to sue for past, present and future infringement thereof. Supplier retains no rights in the Deliverables and shall not challenge the validity of Buyer's ownership of Intellectual Property Rights in the same.

12.3 License to Retained Rights. If Supplier incorporates Retained Rights in any Deliverable or if the use of Retained Rights is necessary for the intended use of the Deliverables, Supplier hereby grants to Buyer a perpetual, non-exclusive, royalty-free, transferable, irrevocable and worldwide right and license, including the right to sublicense, to use and otherwise exploit in any manner such Retained Rights in connection with the Deliverables, including future products, services or business derived therefrom.

12.4 Supplier's Waiver of Rights. If Supplier has or subsequently acquires any rights to the Deliverables that cannot be assigned to Buyer, including any moral rights, Supplier hereby grants the Buyer a perpetual, exclusive (even as against Supplier), royalty-free, transferable, sublicensable, irrevocable and worldwide right and license to use and otherwise exploit in any manner such rights, and irrevocably waives all rights to assert and enforce such rights in connection with the Deliverables against Buyer, its affiliates and their successors and assigns, employees, agents and customers.

## 13. Indemnification

13.1 Supplier shall defend, indemnify and hold harmless Buyer and Buyer's subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees and Buyer's customers (collectively, "**Indemnitees**") from and against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with:

(a) the Goods/Services purchased from Supplier or Supplier's negligence, wilful misconduct or breach of the Agreement or this PO; and

(b) any claim that Buyer's or Indemnitee's use or possession of the Goods/Services, or receipt of the Goods/Services, infringes or misappropriates the Intellectual Property Rights of any third party.

13.2 Supplier shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.

- 13.3 In no event shall the Buyer be liable to the Supplier for any incidental, consequential, exemplary, special, punitive, multiple, pure economic loss or other indirect losses (including without limitation to loss of profits, sales, contracts, business or revenue, loss of business opportunity, loss of anticipated savings, loss of goodwill, loss of data, and damage to reputation) arising out of the PO, whether based upon warranty, contract, tort, statute, strict liability or otherwise, even if reasonably foreseeable or if the Buyer has been advised of the possibility of such damages or losses.
- 13.4 Without limiting the generality of the foregoing, to the maximum extent permitted by applicable law, the cumulative aggregate liability of the Buyer towards the Supplier for any claim under or in connection with this PO, howsoever arising and whether based upon warranty, contract, tort, statute, strict liability or otherwise, shall be limited to the fees payable by the Buyer to the Supplier under this PO.
- 13.5 The parties acknowledge and agree that the indemnity and limitations of liability in this Section and the allocation of risk herein are essential elements of the bargain between the parties, without which the parties would not have entered into this PO.

#### **14 Non-Compliance**

- 14.1 If the Goods/Services are not in compliance with the requirements of this PO or any warranties set forth herein, Supplier shall, following receipt of Buyer's written notice of noncompliance, at its expense, timely replace, repair or re-perform the non-conforming Goods/Services in a timely manner and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods/Services to Supplier and the delivery of repaired or replacement Goods/Services to Buyer.
- 14.2 Where the Supplier is not able to remedy any non-compliance, Buyer shall have the right to seek replacement of the Goods/Services from a third party supplier and charge Supplier for the cost thereof and is entitled to terminate the PO for cause.

#### **15 Insurance**

- 15.1 Except otherwise provided in the Agreement, during the term of the PO, Supplier shall, at its own expense, maintain and carry insurance in full force and effect in accordance with good industry practice and the PO with financially sound and reputable insurers.
- 15.2 Upon Buyer's request, Supplier shall provide Buyer with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in the PO.
- 15.3 Supplier shall provide Buyer with two (2) days' advance written notice in the event of a cancellation or material change in Supplier's insurance policy.
- 15.4 Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Buyer and the Indemnitees.

#### **16 Compliance with law**

- 16.1 Supplier represents and warrants to the Buyer that it:
- (a) is in compliance with and shall comply with all applicable laws, regulations and ordinances (including without limitation export and import laws) where the transaction is executed; and
  - (b) has and shall maintain in effect all the licenses, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement and this PO.

## 17. **Anti-Corruption Compliance**

### 17.1 For the purpose of this clause:

**"Anti-Corruption Law"** means all anti-bribery or anti-corruption related laws or regulations that are applicable to the businesses and transactions of the parties to this PO.

**"Government Entities"** means (1) any national, provincial, municipal, local government or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government; (2) any subordinate unit of any entity listed in (1) above; or (3) any state-owned or state-controlled enterprise or other entity owned or controlled by any entity described in clauses (1) or (2) of this definition.

**"Government Officials"** means (1) any personnel engaged in official duties on behalf of Government Entities; (2) any political party officials and candidates for political office; or (3) any officers, employees and other persons working in an official capacity on behalf of any public international organization (e.g., the United Nations, the World Bank).

### 17.2 Supplier warrants and represents that:

- (a) it has complied and will continue to comply with Anti-Corruption Laws and the Buyer's Business Partner Code of Conduct (<https://supplier.bytedance.com/code-en.pdf>);
- (b) it did not and will not engage in any conduct in violation of the Anti-Corruption Laws;
- (c) it did not and will not, directly or indirectly offer, promise, approve or authorize the payment of money or anything of value to any entities or individuals, to: (1) influence any official act or decision of that entity or individual, (2) improperly obtain or retain any business opportunities, (3) improperly obtain any business advantage, or (4) obtain any other improper benefits. The above-mentioned "entities" include but are not limited to Government Entities, collectively-owned enterprises and private enterprises. The above-mentioned "individuals" include but are not limited to Government Officials, staff members of collectively-owned enterprises or private enterprises, and any individual who has influence over the aforementioned individuals;
- (d) it has maintained and will continue to maintain accurate and complete accounting books and financial records in connection with this PO in accordance with generally accepted accounting principles, and will retain all records related to this PO for five (5) years upon expiration or termination of this PO, and agrees to make such records available upon the request of the Buyer; and
- (e) during the term of this PO, no Government Official is or will be a direct or indirect owner or investor of Supplier, holds or will hold any financial or personal interest in Supplier.

### 17.3 If Supplier breaches any representation or warranty of this clause 17 or any Anti-Corruption Laws, the Buyer shall have the right to unilaterally and immediately terminate this PO without any obligation to provide further payments to Supplier.

## 18. **Trade Compliance**

### 18.1 The Parties agree to comply with all economic sanctions and export control laws and regulations (**"International Trade Compliance"**) applicable to this PO, including the laws and regulations where products/services relating to this PO are offered or available. Each Party represents and warrants that, at the time of signing this PO, it is not subject to any sanctions or relevant program maintained by applicable government authorities, not a military-related agency, and is not owned, controlled by, or acting for or on behalf of, one or more of such persons/entities.

### 18.2 The Parties agree that, should either Party be unable to continue to perform its obligations under the PO in compliance with applicable International Trade Compliance due to International Trade Compliance restrictions, both Parties shall review the impact of such restrictions together in an effort to seek a solution to continue to

perform the PO in compliance with applicable International Trade Compliance, or terminate this PO upon mutual consent.

- 18.3 Without limiting the foregoing, should any Party violate any applicable International Trade Compliance, making any continued performance of this PO in violation of applicable International Trade Compliance, the other Party is entitled to terminate performing relevant obligations under this PO. The violating Party shall compensate the non-violating Party for any losses incurred by such violation.
- 18.4 Supplier agrees to permit the Buyer to use any information related to Supplier including, but not limited to, business name, place of incorporation, beneficial owners, and/or directors for the purposes of Sanctions screening. For the avoidance of doubt, the Buyer's ability or act to screen does not remove any obligation and/or liability upon Supplier within this PO.

## 19. Personal Data

- 19.1 Supplier shall in its collection, use, disclosure or Processing of any Personal Data for any purpose arising out of or in connection with this PO, comply with the requirements under prevailing Data Protection Laws at its own costs.
- 19.2 Without limitation to the foregoing, the Supplier agrees that when collecting, using, disclosing or Processing Personal Data under or in connection with this PO and for the purpose of the Buyer, the Supplier shall:
- (a) collect, use, disclose or Process the Personal Data strictly in accordance with all applicable Data Protection Laws;
  - (b) only process Personal Data in accordance with the purposes for which the Buyer disclosed the Personal Data;
  - (c) take appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction or accidental loss (including loss of any storage medium or device on which the Personal Data was stored), alteration, unauthorised disclosure or access and against all other unlawful forms of processing ("**Data Breach Incident**");
  - (d) give the Buyer notice in writing without undue delay should the Supplier be aware of, or reasonably suspect, that any Data Breach Incident has occurred, provide the Buyer with all information relating to the Data Breach Incident and assistance as the Buyer may reasonably require in responding to the Data Breach Incident (including notifying affected individuals and relevant regulatory authorities, and responding to inquiries or investigations by relevant regulatory authorities), and promptly take all steps necessary to remedy the Data Breach Incident and prevent its re-occurrence;
  - (e) not retain Personal Data for any longer than is necessary for the purposes for which the Buyer disclosed the Personal Data, and retention is no longer necessary for any legal or business purposes;
  - (f) limit the disclosure of such Personal Data to its employees on a need-to-know basis and only for the purposes set forth herein; and
  - (g) not transfer the Personal Data to another country without the written consent of the Buyer which shall be at the Buyer's sole discretion. Further, where the Personal Data is to be transferred to another country, the Supplier shall take any such additional measures as are necessary to ensure that Personal Data is transferred in accordance with the requirements of the Data Protection Laws, including interlining into written agreements with the recipient to ensure that the Personal Data will be adequately protected.

- 19.3 In this PO,

- (a) **"Data Protection Laws"** means any and all data protection or data privacy legislation which may be applicable to the processing of Personal Data under the PO, including without limitation, Singapore's Personal Data Protection Act 2012 ("**PDPA**").
- (b) **"Personal Data"** means (a) data, whether true or not, about an individual who can be identified from that data alone, or from that data and other information to which an organisation has or is likely to have access; and (b) data which has an equivalent meaning under any applicable Data Protection Laws, including the PDPA.
- (c) **"Process"**, in relation to Personal Data, means the carrying out of any operation or set of operations in relation to the Personal Data, including without limitation to recording, holding, organizing, adapting, altering, modifying, retrieving, combining, transmitting, erasing or destroying, and **"Processing"** shall be construed accordingly.

## 20. Termination

- 20.1 Without prejudice to its other rights under this PO to terminate this PO, the Buyer may terminate this PO with immediate effect by giving detailed written notice to the Supplier if:
  - (a) the Supplier commits a material breach of any terms of this PO which is incapable of being remedied;
  - (b) the Buyer discovers any material misrepresentation, on the part of the Supplier, in inducing the Buyer to enter into this PO;
  - (c) the Supplier becomes subject to an Insolvency Event; or
  - (d) the Supplier is otherwise prevented or prohibited by law from performing its obligations under this PO.
- 20.2 The Buyer may terminate this PO at any time without any reason by giving at least two (2) days prior written notice to the Supplier.
- 20.3 Termination of this PO for any reason shall not affect any rights and remedies a party may have accrued under this PO.
- 20.4 Upon termination of this PO for any reason,
  - (a) Clauses 12, 19, 20, 21, 22, 25, 27, 28, 30, and this clause 20.4 shall continue in full force and effect following the termination or expiry of this Purchase Order for any reason. If any provision of this Purchase Order or any part thereof is determined to be void and unenforceable by any court or other body of competent jurisdiction or by any reason whatsoever, it will be void or unenforceable to that extent only and the validity and enforceability of any of the other provisions or the remainder of any such provision will not be affected.
  - (b) each party shall cease the use of the other party's Intellectual Property and confidential information. Each party shall promptly return or destroy all Intellectual Properties and confidential information belonging to the other party;
  - (c) the Supplier shall cease to manufacture or procure any Goods or perform any Services.
- 20.5 Without prejudice to any other rights and remedies the parties may have,
  - (a) If this PO is terminated by the Buyer pursuant to Sections 4.1, 14.2, 17.3, or 20.2, the Buyer shall have no obligation to pay the Supplier any fees, and shall be entitled to recover any fees already paid to the Supplier prior to and up to the termination date, to the extent permitted by law; and

- (b) If this PO is terminated by the Buyer pursuant to Section 17.3, the Buyer shall pay the Supplier for the proportionate value of the purchase price for Services completed on-site or Goods delivered. Any such payment due to the Supplier shall be a percentage of the purchase price equal to the percentage of the Services completed and/or the percentage of Goods delivered, up to and not exceeding the fees originally payable by the Buyer to the Supplier under this PO. The Supplier shall promptly deliver to the Buyer all completed Goods and information and deliverables related to the Services (including any works in progress) as of the date of termination.

20.6 In this PO, **"Insolvency Event"** means, in relation to a party: (a) the party is placed into administration or business rescue; (b) a deed of arrangement is entered regarding the party; (c) an application is made to a court for the business rescue or winding up of the party and such application is not stayed or dismissed within ten (10) business day after it is made; (d) the party resolves that it be placed in business rescue or voluntarily wound up; (e) a winding up order is made regarding the party whether provisionally or finally; (f) a receiver, receiver and manager, provisional liquidator or liquidator is appointed to the party; (g) a mortgagee takes possession of any assets of the party; (h) the party notifies the other party or any creditor of the party that it is or is deemed under any laws to be insolvent or unable to pay its debts as and when they fall due; or (i) anything analogous to any of the above occurs under the laws of any relevant jurisdiction.

## **21. Waiver**

21.1 Except as otherwise agreed by Supplier and Buyer, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the PO shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

## **22. Confidential information**

22.1 All non-public information disclosed by Buyer to Supplier, whether disclosed orally or in writing in whatever form or media, which includes, but is not limited to, all Buyer's product designs, capabilities, specifications, drawings, program code, mask work designs, models, documentation, components, software (in various stages of development), test and development boards, hardware reference code and platforms, architectures, agreement/PO terms, financial and pricing information, business and marketing plans, actual and potential customers and suppliers, information regarding the skills and compensation of employees of Buyer, the Services, and other similar information that is proprietary to Buyer, its Affiliates, partners, suppliers, contractors, customers, users, directors, officers, and employees, and whether or not marked, designated or otherwise identified as "confidential", in connection with the PO shall be kept confidential by the Supplier, used by the Supplier solely for the purpose of performing the PO, and may not be disclosed or copied unless authorised by Buyer in writing. Upon completion (or earlier cancellation or termination) of this PO, Supplier will promptly destroy or return the above, as requested by Buyer.

## **23. Assignment**

23.1 Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under the PO without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void.

23.2 No assignment or delegation shall relieve the Supplier of any of its obligations hereunder. Buyer shall have the right to reject the Goods/Services provided by any third party other than the Supplier and terminate the PO immediately.

## **24. Notices**

24.1 All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a **"notice"**) shall be in writing and addressed to the parties at the addresses set forth on the face of this PO or to such other address that may be designated by the receiving party in writing.

## 25. No contra proferentum rule

25.1 This PO shall not be construed against any party 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 PO. The parties acknowledge that, in executing this PO, they have each had the opportunity to seek or have sought the advice of independent legal counsel and have each read and understand all of the terms and conditions of this PO and its legal effect.

## 26. Force Majeure

26.1 Either party may be excused from a failure to perform or a delay in performance, in whole or in part, caused by acts of God, acts of terrorism, disease or epidemic on a nationwide or worldwide scale, war, riot, fire, explosion, flood, earthquakes, sabotage, change of governmental law or regulation, orders or action, national defence requirements, or any other event beyond the reasonable control of such party which prevents the manufacture, shipment, acceptance or use of any Goods/Services (each a **"Force Majeure Event"**).

26.2 The following shall not constitute Force Majeure Event and shall not relieve the Supplier of its obligations:

- (a) unavailability of an employee of the Supplier for whatever reason, including strikes or personnel disputes; or
- (b) any default or non-performance of sub-contractors or suppliers of the Supplier (other than as caused by a Force Majeure Event suffered by such sub-contractors or suppliers).

26.3 The party claiming excuse from performance must take all reasonable efforts available in the circumstances to remove the cause of its inability to perform or its delay in performance, mitigate the effect of the Force Majeure Event, and continue to perform all of its obligations which are not affected by the Force Majeure Event.

26.4 The party claiming excuse from performance must give prompt written notice to the other party of such event, specifying its nature and anticipated duration. Notwithstanding, if as a direct result of a Force Majeure Event, either party fails to carry out or observe any of the provisions of this PO, such failure or omissions shall not be deemed a breach of the PO, and the affected party's obligations may be suspended insofar as the parties agree that performance of such obligation is impracticable.

26.5 Further, the party claiming excuse from performance shall be responsible for insuring against any damage or loss incurred due to delay. Nothing in this Section shall alleviate the party claiming excuse from performance for loss or damage to any goods in its possession.

26.6 If Supplier's or Buyer's performance is excused or delayed for more than thirty (30) calendar days, Buyer may, at Buyer's option, terminate the PO by giving written notice, which termination will become effective upon receipt of such notice.

## 27. Governing law and dispute resolution

27.1 Any disputes or claims arising out of this PO shall be governed by the laws of Singapore. Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC for the time being in force ("**Rules**"). The tribunal shall consist of one arbitrator nominated jointly by the parties, or failing such joint nomination, by the President of the Court of Arbitration of SIAC for the time being. The language to be used in, and of all written documents provided in any such arbitration, shall be English. The seat of the arbitration shall be Singapore. Nothing in this clause 25 shall preclude either party applying for urgent interlocutory relief from any court of competent jurisdiction and for this purpose, the Parties expressly submit to the jurisdiction of any such court.

## 28. Third Party Rights

- 28.1 Any person who is not a party to the PO (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 the PO shall have no right or whatsoever under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce the PO or the Agreement.

## **29. Electronic Signatures**

- 29.1 The Parties agree that this PO may be executed by way of electronic signatures and that this PO, or any part thereof, shall not be denied legal effect, validity or enforceability solely on the ground that it is in the form of an electronic record. The Parties further agree that they shall not dispute the validity, accuracy, legal effectiveness or authenticity or enforceability of this PO merely on the basis that this PO is executed by way of electronic signatures, and that such electronic record shall be final and conclusive of the Parties' agreement of any relevant matter as set out in this PO.

## **30. Press Release and Public Statements**

- 30.1 Supplier shall not, without the prior written consent of Buyer, issue any press release or make any other public announcement or statement relating to the existence of this PO, any terms and conditions of this Agreement or to the negotiation thereof.