

会务服务协议书

Conference Service Agreement

本次会议服务协议（以下简称“本协议”）于 2018 年 12 月 28 日在迈蓝医药科技（上海）有限公司，地址：上海市静安区愚园路 68 号 12 楼 1202 单元（以下简称“甲方”，除非与其继承人，代表人和被许可人的意思和背景相矛盾，否则应包括此词）

THIS CONFERENCE SERVICE AGREEMENT (hereinafter referred to as this "Agreement") By Mylan Pharmaceutical Science and Technology (Shanghai) Co., LTD On December 28, 2018. Address: Unit 1202, Floor 12, No.68, Yuyuan Road, Jingan District, Shanghai. (hereinafter referred to as "Party A" which expression shall include unless contrary to the meaning and context thereof its successors, representatives and permitted assigns)

And

康辉集团北京国际会议展览有限公司，是一家根据中国法律注册的公司，地址：北京市朝阳区农展馆南路 13 号瑞辰国际中心 1510（以下简称“乙方”，该表述除非与上下文或其含义背道而驰，否则表示并包括其继承人和受让人）。

COMFORT INTERNATIONAL M.I.C.E. SERVICE CO.,LTD，a company registered under Chinese law,Address: Room 1510, Ruichen International Center, No.13 Nongzhanguan South Road, Chaoyang District, Beijing, China(hereinafter called as "Party B", which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors and assigns).

经甲乙双方协商一致，就乙方承办甲方 迈蓝 2018 年年会（以下简称“会议”），并提供会议活动服务的相关事宜，达成如下协议（以下简称“本协议”）：

Party A and Party B, upon consultation, hereby reach the following agreement on relevant matters that Party B undertakes Mylan 2018 Annual Meeting (hereinafter referred to as the "Conference") in Zhuhai, China, and offers event services:

第一部分 基本条款

Part I Basic Terms

第一条 会议基本情况

Article 1 Basic information of the Conference

1、会议时间: 2019年1月22日—1月26日

1、Conference time: January 22—January 26, 2019

2、会议地点: 中国珠海

2、Conference place: Zhuhai China

3、参加会议人数预计: 500人

3、Number of participants: 500 expectedly.

4、合同开始: 除非根据下文第八条终止本协议, 则本协议应在生效日期(以下简称“生效日期”)起内六(6)个月内有效。

4、Commencement: This Agreement shall commence on of December 28, 2018 (Effective Date) and unless terminated in accordance with Article 10 hereinbelow shall continue to be in force for a period of Six (6) months.

第二条 服务内容

Article 2 Service contents

1、乙方根据甲方的要求提供全部会议活动服务, 服务内容详见附件《报价单》。

1、Party B shall offer all event services based on requirements of Party A. Service contents are listed in Appendix 1 “Scope of Work”

2、会议召开前或会议召开过程中, 甲方要求对服务内容进行调整、变更的, 甲方应提前通知乙方, 乙方应按照甲方的要求调整、变更服务内容; 如调整、变更服务内容可能导致服务费用增减的, 增减幅度超过报价的 10% 的, 甲乙双方应重新确定报价内容, 并签署新的《报价单》。新的《报价单》获得甲方书面认可后, 乙方应及时按照甲方的要求调整、变更服务内容。未经甲方事先批准, 乙方不得任意增加或减少服务项目。

2、Before or during the holding of the Conference, Party A should notify Party B in advance if intending to adjust or alter service contents. Party B should adjust or alter service contents according to requirements of Party A; if such adjustment or alteration may lead to the change of service fee (“Service Fee”), which exceeds 10% of the quotation, Party A and Party B should re-determine the contents of quotation and sign a new “*Quotation of Prices*”. After the new “*Quotation of Prices*” is accepted by Party A in written, Party B should adjust or alter service contents in time according to requirements of Party A. Without the prior approval of Party A, Party B cannot increase or decrease service items at will. The detailed Service Fee is listed in Appendix 2 appended to this Agreement.

3. 定义

“关联公司”是指，与任何一方、任何一人有直接或间接关系，并受该方控制或受共同控制。为符合本定义目的，术语“控制”（包括与其相关的含义，即“受.....控制”和“受共同控制”）是指，与任何人有关，且该人直接或间接拥有超过百分之五十（50%）的投票或收入权，或直接或间接拥有管理权或政策制定权。

3. Definition:-

“Affiliate” Affiliate shall mean, with respect to any Party, any Person which, directly or indirectly, is controlled by, controls or is under common control with such Party. For purposes of this definition, the term “control” (including with correlative meanings, the terms “controlled by” and “under common control with”) shall mean, with respect to any Person, the direct or indirect ownership of more than fifty (50%) percent of the voting or income interest in such Person or the possession otherwise, directly or indirectly, of the power to direct the management or policies of such Person;”

第三条 服务费用及支付方式

Article 3 Service fee and payment way

1、乙方的服务费用由甲方分两期向乙方支付。甲方于本协议生效后5日内向乙方支付《报价单》中预计的服务费用总额的50%（计649,842.54人民币元）作为预付款。在会议结束后，乙方向甲方提供结算明细外，还需提供相应结算支持文件。乙方提供甲方采购的第三方账单，并盖章做为支持文件提交，例如：会议设备租赁等。如果甲方被要求向任何第三方支付预付款，乙方和甲方应同意该项支出。甲乙双方已实际结算金额，进行结算，并且付款。如，乙方不能提供甲方要求的支持文件，经双方协商无效，甲方有权拒绝付款。甲方收到发票后30个工作日内向乙方支付扣除预付款后的剩余服务费用。

1、Service Fee shall be paid by Party A to Party B in two installments. Party A shall, within 5 days after the Agreement comes into effect, pay 50% (RMB 649,842.54 Yuan) of the expected service fee in “*Quotation of Prices*” to Party B as the advance. After the conclusion of the Conference, Party B should offer to Party A the details of settlement and also settlement supporting documents. Party B is required to submit third-party bills to Party A, and affix seals on such bills as the supporting documents, such as conference equipment rental bills. In the event Party A is required to make an advance payment to any third parties, Party B and Party A shall agree to such expenditure before the same is committed by the payment. Party A and Party B make the settlement in accordance with the actual amount. If Party B fails to offer supporting documents required by Party A, and fails to reach an agreement with Party A, Party A is entitled to refuse to make the payment. Party A should,

within 30 working days after receiving the invoice, pay the remaining Service Fee to Party B after deducting the amount paid as advance.

2、甲方通过银行汇款的形式向乙方支付服务费用，乙方账户情况如下：

2、 Party A should pay Service Fee to Party B in the form of bank transfer. Account information of Party B is as follows:

账户名：康辉集团北京国际会议展览有限公司

Account name: COMFORT INTERNATIONAL M.I.C.E. SERVICE CO., LTD

账 号： 1100 6074 4018 0100 4979 6

Account No.: 1100 6074 4018 0100 4979 6

开户行：交通银行北京团结湖支行

Bank of deposit: Bank of Communications Co., Ltd Beijing Tuanjiehu Branch

银行地址：北京市朝阳区农展馆南路 13 号瑞辰国际中心一层

Account address: Floor 1, Ruichen International Center, No.13 Nongzhanguan South Road, Chaoyang District, Beijing, China.

3、本条约定的服务费用已包含乙方承办会议以及提供的全部会议活动服务所需的全部费用，除甲方另行书面认可外，甲方无须另行向乙方支付其他任何费用。

3、 Service Fee specified in this Agreement includes all fees needed by Party B to undertake the Conference and to offer event services. Unless otherwise confirmed by Party A in written, Party A shall not pay any additional fee to Party B.

第四条 税项

Article 4 Taxes

1、甲方根据适用的法律扣除所有可能的税项，并向乙方提供相应的凭证。

甲方可以自由报告其为履行本协议所做的任何付款。由本协议引起的服务税应由甲方承担。

1、 Party A shall deduct all such withholding taxes as may be required under applicable laws and shall provide the Party B with the corresponding evidence of the said deduction and payments. Party A shall be free to report any such payments made by it in furtherance of this Agreement. Service tax if any arising out of this Agreement shall be borne by Party A.

2、乙方应负责支付本合同履行中所产生的各项税款，而不论甲方在此方面是否有任何扣留

2、The Party B shall be responsible for payment of all the applicable taxes on any form of income received in furtherance of this Agreement, irrespective of any withholding made by Party A in this regard.

第二部分 通用条款

Part II General Terms

第一条 会议主旨

Article 1 Conference keynote

通过召开会议使甲方及时、有效的获得专业知识和行业信息的更新，帮助甲方进一步完善产品和服务。

By holding this Conference, Party A will obtain professional knowledge and latest industry information effectively and timely, and further improve its products and services.

第二条 双方权利义务

Article 2 Rights and obligations of both parties

1、乙方承诺乙方为拥有合法资质且有能力承接甲方此类规模活动，同时承诺为甲方提供专业的、谨慎的服务。乙方应遵守所有适用法律、标准、做法、协议等，以及所有适用于该服务的规定，或乙方合理预期到的规定。如果因为服务提供商疏忽行事或不作为，导致甲方未能遵守任何适用标准、法规、协议等而承担任何责任，则乙方应就所有此类损失向甲方提供全额赔偿。

1、Party B promises that it is qualified to sign and perform the Services using the degree of skill, care, diligence and in the provision of services for projects of similar size and complexity. Party B shall comply with all applicable laws, standards, practices, protocols and the like, applicable or in the reasonable expectation of Party B likely to be applicable to the Services and shall indemnify all such losses in full amount to Party A against any liability that may arise out of the failure of Party A in complying with any applicable standards, legislations, protocols and the like, that is attributable to the negligent action or inaction of Service Provider.

2、乙方应当严格按照本协议附件《报价单》约定的服务内容及服务标准提供服务。未经甲方事先书面同意，乙方不得擅自增加或减少服务内容，不得擅自提高或降低服务标准。

2、Party B should offer conference services in rigorous accordance with service contents and standards specified in Appendix “*Quotation of Prices*”. Without the written approval of Party A in

advance, Party B cannot increase or decrease service contents, and raise or reduce service standards at will.

3、

乙方在本会议的执行中，对乙方造成的人身或财产损失负责，甲方不承担任何赔偿责任。如果甲方及其人员在乙方履行本协议期间遭受人身或财产损失，乙方应负全部赔偿甲方或其人员的责任。

3、 Party B is responsible for all personal or property damages happening during the preparation, holding, and subsequent conclusion of this Conference caused by Party B. And Party A shall not bear any responsibility for such damages. If Party A and its personnel suffer personal or property damages during Party B's fulfillment of this Agreement, Party B should be responsible for compensating Party A or its personnel in full amount.

4、 乙方在履行本协议过程中应谨慎、充分的保证甲方人员的人身和财产安全。本协议履行过程中，如应乙方过失导致甲方人身或财产遭受损害的，相关责任均由乙方自行承担。

4、 During the fulfillment of the Agreement, Party B should cautiously and adequately guarantee the personal and property safety of Party A's personnel. If Party A and its personnel suffer personal or property losses resulting from Party B's fault during the fulfillment of this Conference, Party B shall bear the corresponding liabilities by its own.

5、 乙方应保证所提供的服务不存在侵犯或可能侵犯第三方合法权益的情形，否则，由此所产生的一切责任及后果均由乙方承担；由此给甲方造成损失的，乙方应全额向甲方承担赔偿责任。

5、 Party B should guarantee that the Services offered do not infringe or possibly infringe legal rights and interests of any third parties. In case of any possible infringement, all liabilities and consequences arising from this will be borne by Party B; if Party A suffers losses herefrom, Party B should make full compensation to Party A.

6、 服务内容中必须由第三方具体实施的内容，乙方应保证第三方具有实施该服务内容的合法资质和经营范围，并保证第三方实施的服务内容足以保证甲方及任何第三方的人身和财产安全，否则，由此所产生的一切责任及后果均由乙方承担，由此给甲方造成损失的，乙方还应全额向甲方承担赔偿责任。

6、 If any of services have to be implemented by a third party, Party B should make sure that the third party is qualified and competent to implement such services, and that the services implemented by the third party do not endanger the personal and property safety of Party A and any third parties. Otherwise, all liabilities and consequences arising from this will be borne by Party B; if Party A

suffers losses here from, Party B should make the full compensation to Party A.

7、会议召开前，甲方有权要求乙方调整会议时间，但应提前通知乙方。乙方收到甲方通知后，应按照甲方要求调整会议时间。如因前述会议时间调整给乙方造成损失的，甲乙双方协商解决。

7、 Before holding of the Conference, Party A has the right to require Party B to adjust the time, but it should notify Party B in advance. After receiving the notification from Party A, Party B should adjust the conference time according to the requirement of Party A. If such adjustment causes losses to Party B, both parties shall settle through amicable consultations.

8、乙方应按照本协议的约定勤勉、尽责地提供服务。甲方有权对乙方提供的服务进行监督、检查，并有权对乙方提供的服务提出意见和建议，乙方应按照甲方提出的意见和建议积极改善或完善服务。

8、 Party B should diligently and conscientiously offer Services in accordance with provisions of this Agreement. Party A has the right to supervise and check the Services offered by Party B, and has the right to raise suggestions on the Services offered. Party B should actively improve its Services in the light of Party A's suggestions.

9、甲方或参会人员对乙方的服务质量提出异议的，乙方应积极、及时的予以妥善解决，或尽快与甲方协商解决，否则，甲方有权扣减相应的服务费用；由此给甲方造成损失的，乙方还应全额向甲方承担赔偿责任。

9、 If Party A or participants raise any objection to the quality of Services offered by Party B, Party B should make timely and proper responses, and consult with Party A as quickly as possible. Otherwise, Party A is entitled to deduct the corresponding Service Fee; if Party A suffers losses herefrom, Party B should make the full compensation to Party A.

10、甲方有权对服务费用的支出情况进行监督。乙方应按照甲方的要求定期向甲方提供服务费用的使用明细表，并附相关支出的正式发票复印件。

10、 Party A has the right to supervise the expenditures of Service Fee. Party B should, upon the request of Party A, regularly offer detailed expenditures of Service Fee to Party A, and attach copies of formal invoices of relevant expenditures.

11、甲方应按照本协议的约定向乙方履行服务费用的支付义务。

11、 Party A should fulfill the obligation of paying Service Fee to Party B in accordance with the provisions of this Agreement.

第三条 合规条款

Article 3 Compliance terms

1、乙方理解，甲方被要求遵守美国《海外反腐败法》（以下简称“FCPA”）以及英国于 2010 年颁布的《反贿赂法》；甲方熟悉所有适用于此目的的美国法律和反贿赂法律要求。乙方声明并保证，代表乙方行事的任何人不得给予、提供、同意或承诺给予，或直接间接授权给予任何人以任何金钱或其他有价物品，作为诱导或奖励，以方便行事，或推迟行事，或施加影响力。乙方不应向上述各方提供任何金钱或有价物品。

1、Party B understands that Party A is required to and abide by the United States Foreign Corrupt Practices Act (the “FCPA”) and UK Bribery Act, 2010, and is familiar with the requirements of all U.S. laws and anti-bribery laws applicable in this regard. Party B represents and warrants that no one acting on behalf of Party B shall give, offer, agree or promise to give, or authorize the giving directly or indirectly, of any money or other thing of value to anyone as an inducement or reward for favorable action or forbearance from action or the exercise of influence

- 1.1 任何政府官员或雇员（包括政府拥有和受政府控制的公司或机构的雇员）；
- 1.2 任何政党、政党官员或候选人；
- 1.3 支付前述款项的中间人；
- 1.4 向任何个人或实体行贿或作出不正当行为，以获取或保留业务或任何商业优势，如获得许可证或执照。

- 1.1 to any governmental official or employee (including employees of government-owned and government-controlled corporations or agencies),
- 1.2 to any political party, official of a political party, or candidate,
- 1.3 to an intermediary for payment to any of the foregoing, or
- 1.4 to any other person or entity in a corrupt or improper effort to obtain or retain business or any commercial advantage, such as receiving a permit or license.

2、尽管本协议有任何其他规定，如果未能遵守所有此类法律（包括但不限于 FCPA）的规定，则甲方可无需事先通知，自主裁断，立即终止本协议。

2、Notwithstanding any other provision of this Agreement, failure to comply with the provisions of all such laws, including but not limited to the FCPA, may result in immediate termination of this Agreement by Party A at its election and in its sole discretion without the requirement of prior notice.

3、乙方进一步保证，代表其行事的所有人均应遵守与本协议有关的所有适用法律，包括但不限于印度通用的反腐败法律（如有），以及业务所在国的反腐败法律。

3、Party B further warrants that all persons acting on its behalf shall comply with all applicable laws in connection with this Agreement, including but not limited to the anti-corruption laws if any, prevailing in India, the country in which Party B has its places of business.

4、乙方进一步保证并声明，如果乙方了解到或有理由怀疑本条款存在任何违约行为，则乙方将采取适当补救措施，并在该情况发生之时，及时通知甲方。

4、Party B further warrants and represents that should it learn or have reason to suspect any breach of the covenants in this Clause, it will take appropriate remedial steps and promptly notify Party A of the occurrence of the same.

5、甲方有权定期、合理的对乙方提供的与甲方相关的记录进行审核。

5、Party A shall be allowed reasonable access to audit Party B 's records relating to Party A on a periodic basis .

6、乙方保证，乙方股东、董事、监事及雇员、代理人均不得以为甲方获取或保证业务、为甲方获得任何商业利益、或影响与乙方实施本协议相关的行为或决策为目的，直接或间接向任何政府官员支付、承诺支付或委托支付任何款项，或者赠送、许诺赠送或委托赠送任何有价财物。

6、Party B promises that its shareholders, directors, supervisors, employees, and agents will not, for the purposes of obtaining or ensuring business for Party A, acquiring commercial interest for Party A, or affecting Party B's acts or decisions concerning the implementation of this Agreement, directly or indirectly make payment, pledge to make payment, or entrust others to make payment to government officials, or present, pledge to present, or entrust others to present any items of value.

7、乙方保证，乙方股东、董事、监事及雇员、代理人均不得因本协议与政府官员订立、承诺订立或委托订立任何约定。

7、Party B promises that its shareholders, directors, supervisors, employees, and agents will not sign, pledge to sign, or entrust others to sign any agreement with government officials for the reason of this Agreement.

8、本协议中，“政府官员”的含义为，具有行政职能的行政部门或代表任何行政部门或由行政部门出资或拥有的企业、医院或其他医疗机构等组织的任何任职人员、雇员或其代理人，任何政党、某一政党官员或候选人。

8、Under this Agreement, “governmental officials” refer to any staff, employees, or agents of departments with administrative functions, or organizations representing administrative departments, funded or possessed by administrative departments, such as enterprise, hospital, or other medical institutions, any political party, official of a political party, or candidate.

9、乙方保证，乙方股东、董事、监事及雇员、代理人均不得直接或间接向任何政府官员以外的个人支付、承诺支付或委托支付任何款项，或者赠送、许诺赠送或委托赠送任何有价财物，以达到诱使或奖励其违背对其雇主的职责、或不当的实施与本协议相关的活动的目的。

9、Party B promises that its shareholders, directors, supervisors, employees, and agents will not directly or indirectly make payment, pledge to make payment, or entrust others to make payment to individuals including than governmental officials, or present, pledge to present, or entrust others to present any items of value so as to achieve the purpose of inducing or encouraging them to violate their obligations to their employers or to improperly implement activities related to this Agreement.

10、乙方保证，乙方的关联方（关联关系包括但不限于资金关系及业务关系）及本协议的服务内容中必须由第三方具体实施的第三方（以下简称“第三方”）的任何个人或实体均严格遵守本条的约定，否则，视为乙方违反本条约定，由此所产生的一切责任及后果均由乙方承担。

10、Party B promises that any individuals or entities of Party B's affiliated companies (affiliated relationships include but not limited to capital relationship and business relationship) and third parties that are needed to implement relevant service contents (hereinafter referred to as "third parties") should comply with provisions of these articles strictly. Otherwise, it shall be deemed that Party B has violated such provisions, and Party B is supposed to assume the corresponding liabilities and consequences.

11、甲方有权对本协议项下乙方、乙方的关联方、第三方的行为进行审计，乙方应保证上述各方均能够全力配合此类审计。

11、Party A has the right to audit acts of Party B, Party B's affiliated companies, and the third parties under this Agreement. Party B should guarantee that all parties above shall cooperate in auditing.

12、无论因为何种原因，乙方违反本条“合规条款”约定的，甲方均有权立即解除本协议，由此导致乙方及其关联方、第三方已经产生的费用、报销或因本协议解除而直接或间接产生的成本、损失、索赔、赔偿等甲方均不承担责任。并且，乙方应确保，甲方不因乙方违反本条“合规条款”的行为而遭受任何责任追究和/或索赔，否则，由此所产生的一切责任及后果均由乙方承担，由此给甲方造成损失的，乙方应全额向甲方承担上述损失的赔偿责任。

12、No matter for what reason, Party A is entitled to rescind this Agreement immediately if Party B violates the provisions of "Compliance terms". Party A will not be liable for expenditures and reimbursements of Party B, its affiliated parties, and third parties, or cost, loss, claim, and compensation that are incurred directly or indirectly due to the rescission of this Agreement. In addition, Party B should guarantee that Party A will be exempt from any responsibility investigation and/or compensation for its violations of "Compliance articles". All liabilities and consequences arising from this will be borne by Party B; if Party A suffers losses herefrom, Party B should make the full compensation to Party A.

第四条 保密条款

Article 4 Confidential terms

1、乙方对于本协议的签订、履行以及因履行本协议而获知的甲方或甲方关联公司（关联关系包括但不限于资金关系及业务关系）的技术、商业、管理等相关信息应承担保密义务。未经甲方事先书面同意，不得向任何第三方泄露。或因本协议而起，或与本协议服务有关，乙方为甲方开发，被指定为保密，或因其性质被视为保密（以下简称“保密信息”）。不得向其他任何人透露该信息，或使用该保密信息，以下情况除外：

1、Party B should bear the obligation of confidentiality on information such as technology, business, and management obtained from Party A or its affiliated companies (including but not limited to capital relationship and business relationship) for the signing and fulfillment of this Agreement, or developed by Party B for Party A, as a result of or in connection with the Services under this Agreement, which was either designated as confidential or which was by its nature, confidential (“**Confidential Information**”), and shall not divulge such information to any other Person or use such Confidential Information other than:

1.1 选定雇员，合理授权代理人，认为其需要接收与本协议规定有关、为履行本协议而了解的保密信息；

1.1 Its select employees, authorised agents that it reasonably determines need to receive the Confidential Information in connection with the provisions and performance of this Agreement.

1.2 由法律或任何适用法规要求的任何人披露此类信息，或按照通常遵守的任何管制或监管机构的要求披露信息。未经甲方事先书面批准，乙方不得向任何第三方披露此类信息。

1.2 Any person to whom it is required by law or any applicable regulation to disclose such information or at the request of any regulatory or supervisory authority with whom it customarily complies. Without the written approval of Party A in advance, Party B should not disclose such information to any third parties.

2、本条约定在本协议解除、终止或被认为无效后仍然有效，或在十（10）年内，或被确认无效后，继续对缔约方具有约束力。

2、 The provision of this article will remain effective after this Agreement is rescinded, terminated, or continue to be binding on the Parties by a period of ten (10) years or confirmed invalid.

第五条 赔偿条款

Article 5 Indemnification

1、乙方同意，甲方及其关联方、董事、高级职员、代表、雇员、代理人不因乙方根据本协议规定向甲方提供服务，或与本协议有关的其他情况，而承担任何种类的索赔。乙方同意，

因甲方为该索赔或诉讼提出辩护而承担的所有费用、成本、结算、判决或裁定，乙方应做出赔偿。

1、Party B agrees to and hereby indemnifies and holds Party A its affiliates, its directors, officers, representatives, employees and agents harmless from and against any and all claims of any kind, incurred by reason of Party B having provided the Services to Party A as set out in this Agreement or otherwise arising in connection with this Agreement, including any and all expenses, costs, settlements, judgments or awards incurred by Party A in the defense of any such claim or lawsuit.

2、甲方应有绝对酌情决定权，采取其认为必要的行动，以避免、反对、拒绝、抵制、上诉、妥协、质疑或解决任何索赔（包括但不限于针对第三方提出索赔，或反对第三方提出的索赔请求）。

2、Party A shall be entitled, in its absolute discretion, to take such action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any claim (including without limitation, making claims or counterclaims against third parties).

3、如果甲方没有做出任何违约行为，则上述任何补偿或赔偿应将甲方置于原有相同地位。甲方在本协议项下的赔偿权利独立于、并附加于法律或权益或其他方面可享有的其他权利和补救措施，包括寻求特定履约或其他禁令救济的权利。任何此类权利或救济不得受到影响或减少。

3、Any compensation or indemnity as referred to above, shall be such, as to place Party A, in the same position as it would have been in, had there not been any breach. The indemnification rights of Party A under this Agreement are independent of, and in addition to, such other rights and remedies that Party A may have at Law or in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

第六条 财产权

Article 6 Property Rights

1、乙方同意并承认以下所有权利：任何受版权保护的材料、设计、发现、作者原创作品、配方、工艺、计算机软件程序、任何类型的数据库，以及在本协议有效期内实施、构思、开发或变为惯例的所有改进措施，以及：

1、The Party B agrees and acknowledges that all rights in any copyrightable material, designs, discoveries, original works of authorship, formulae, processes, computer software programs, databases of any kind, and all improvements made thereto, which have been made, conceived, developed or reduced to practice during the term of this Agreement and which:

1.1 根据本协议，与乙方提供服务合理相关的权利；以及

1.1 reasonably relate to the Services provided by the Party B pursuant to the

Agreement; and

1.2 利用甲方时间、设备、供应品或设施开发（统称为“工作产品”）的，应完全归甲方所有。

1.2 which are developed with the use of Party A time, equipment, supplies or facilities; (collectively, 'Work Products') shall vest solely in Party A.

2、乙方同意在本协议有效期内和到期后，协助并与甲方合作，由甲方承担费用，以使甲方获得、维护和执行所有因此类工作产品而起的知识产权，包括但不限于应任何监管和/或管理机构，和/或司法和准司法当局要求到场，并按照通常情况，完成一切必须或可取行为，以便进一步完善甲方在世界范围内、与此类知识产权有关的权利、所有权和权益。

2、 The Party B agrees to assist and co-operate with Party A, both during and after the term of the Agreement, at Party A's expense, to allow Party A to obtain, maintain and enforce all intellectual property rights arising out of such Work Products, including but not limited to appearing before any regulatory and/or administrative and/or judicial and quasi-judicial authorities and generally do all things which may be necessary or desirable to further perfect the right, title and interest of Party A in relation to such intellectual property rights, worldwide

第七条 不可抗力

Article 7 Force majeure

1、不可抗力是指任何下列事件之一：地震、风暴、洪水、火灾或其他自然灾害、时疫、战争、暴动、公开骚乱、罢工或封锁、政府和立法行为等双方无法预见和无法避免、无法克服的事件。

1、 Force majeure refers to any of the following events: earthquake, storm, flood, fire or other natural disasters, epidemic, war, riot, public disturbance, strike or lock-out, government and legislative actions or any other event beyond the control of the parties, where its occurrence is not preventable and unavoidable.

2、发生不可抗力事件时，遭遇不可抗力事件的一方应当立即用电话、传真、电子邮件等尽可能快的通讯方式通知对方，并应在通知后的 7 日内以合理快捷的通讯方式将不可抗力的书面有效证明及本协议无法有效及时履行的书面理由提交给对方以获得其确认。甲乙双方应当根据不可抗力事件对本协议的影响程度，协商决定是否解除/修改本协议，或者免除本协议部分条款的履行，或者延期履行本协议。

2、 In the event of force majeure, the party suffering force majeure should notify the other party via the quickest communication way such as telephone, fax, and email, and submit written valid certificates of such force majeure and written reasons that this Agreement cannot be implemented effectively and in time to the other party via the reasonable and quick communication way within 7

days after the notification. Party A and Party B should, based on the impact of force majeure on this Agreement, consult with each other whether to rescind/modify this Agreement, or exempt the fulfillment of some articles, or delay the fulfillment of this Agreement.

第八条 通知

Article 8 Notification

1、根据本协议需要发送的任何通知，可亲自递送，可通过双方确认的电传复印机（传真机）传输、电子邮件传输、国际公认的隔夜快递（应提供回执），发送至以上引言段落所述地址。通知应根据以下情况视为已实际收到。如为亲自递送，以书面收据为准；如为传真、电子邮件传输，以确认文件为准；如为隔夜快递，以其记录的收件日期为准。

1、 Any notice required to be sent under this Agreement, may be delivered by hand, confirmed telecopier (facsimile) transmission, confirmed electronic-mail transmission, via internationally-recognized overnight courier (return receipt requested), to the address set forth below. Notices shall be deemed delivered when actually received as documented by written receipt if delivered by hand, upon confirmation of facsimile or e-mail transmission or date of receipt as documented by such overnight courier.

甲方： 迈蓝医药科技（上海）有限公司

Party A: Mylan Pharmaceutical Science and Technology (Shanghai) Co., LTD

地址：上海市静安区愚园路 68 号 12 楼 1202

Address: Unit 1202, Floor 12, No.68, Yuyuan Road, Jingan District, Shanghai.

联系人： 刘丹

Contact person: Liu Dan

电话： 010 65188919

Tel.: 010 65188919

传真： 010 65188990

Fax: 010 65188990

乙方： 康辉集团北京国际会议展览有限公司

Party B: Comfort International M.I.C.E Service Co., Ltd

地址: 北京市朝阳区农展馆南路 13 号瑞辰国际中心 15 层 1510 室

Address: Room 1510, Ruichen International Center, No.13 Nongzhanguan South Road, Chaoyang District, Beijing, China

联系人: 郭海燕

Contact person: Guo Haiyan

电话: 010 65877420

Tel.: 010 65877420

传真: 010 65870599

Fax: 010 65870599

第九条 协议的变更、解除

Article 9 Change, rescission of this Agreement

1、本协议生效后, 任何关于本协议条款的变更, 均需甲乙双方共同以书面形式作出。变更表达应包括任何受到影响的变动、修改、补充、删除或替换。

1、 After this Agreement comes into effect, any change to articles of this Agreement shall be made by both parties in written form. The expression change shall include any variation, amendment, supplement, deletion or replacement however effected.

2、本协议生效后, 经甲乙双方协商一致可以书面形式解除本协议。

2、 After this Agreement comes into effect, Party A and Party B can rescind this Agreement in written form through consultation.

3、因前款原因解除本协议的, 本协议解除前, 乙方因履行本协议已向第三方支付合理费用的, 且乙方有证据证明第三方拒绝办理退费或部分退费的, 甲方就上述费用与乙方据实结算。

3、 If the Agreement is terminated for the reasons mentioned above and Party B has paid a reasonable fee to the third party for fulfilling this Agreement, and Party B has evidence to prove that the third party refuses to refund the total or partial fee from Party B. Party A is obliged to pay the corresponding fees to Party B according to the actual situation before the Agreement ended.

4、费用：各方应就本协议的谈判、准备、签署和履行各自支付费用和开支。

4、COSTS: Each party will pay its own costs and expenses in connection with the negotiation, preparation, execution and performance of this Agreement .

5、除上述 1—3 款及本协议另有约定的情形外，任何一方均不得单方变更或解除本协议，否则，应向对方承担违约责任。

5、 Except for provisions of Articles 1-3 above and unless otherwise specified in this Agreement, no party is allowed to change or rescind this Agreement unilaterally. Otherwise, the party should bear the responsibility for breach of this Agreement.

第十条 协议终止

Article 10 Termination:

1、甲方可无需说明任何理由，以书面形式提前三十（30）日通知乙方，终止本协议。

1、 This Agreement may be terminated by Party A by giving thirty (30) days written notice to the Party B without assigning any reason whatsoever

2、乙方违反本协议约定的保密义务的，甲方有权要求乙方返还已收取的全部服务费用；由此给甲方造成损失的，乙方还应就上述损失向甲方承担赔偿责任。本款约定在本协议解除、终止或被认为无效后仍然有效。

2、 If Party B violates confidential obligations of this Agreement, Party A is entitled to require Party B to return the Service Fee that it has received. If Party A suffers losses herefrom, Party B should make full compensation to Party A. The provision of this article will remain effective after this Agreement is rescinded, terminated, or confirmed invalid.

3、甲方应按照本协议向乙方支付服务费用,如果甲方延迟付款，从而给乙方造成损失，双方应共同讨论向乙方支付的赔偿金。

3、 Party A shall pay Party B the Service Fee in accordance with this Agreement. If Party A delays the payment and thus causes losses to Party B, the Parties shall mutually discuss the compensation to be payable to Party B.

4、如乙方因任何原因导致会议无法如期召开的，甲方有权立即解除本合同。此种情况下，乙方除应全额返还甲方已支付的全部服务费用外，还应向甲方支付本协议约定的服务费用总额的30%作为违约金，由此给甲方造成的损失超出违约金数额的，乙方还应就超出部分向甲方承担赔偿责任。如因乙方原因导致会议无法如期召开，经甲方书面同意延期召开的，乙方仍应向甲方支付本协议约定的服务费用总额的20%作为违约金，甲方可直接从尚

未支付的服务费用中予以扣除。

4、If the Conference cannot be held as scheduled due to any reason for which Party B is responsible, then Party A has the right to rescind this Agreement. In the case, Party B should refund the whole Service Fee that Party A has paid, and also pay 30% of the total Service Fee specified in this Agreement as the penalty. If the loss that Party A suffers exceeds the amount of penalty, Party B should also bear the responsibility of compensating the surplus. If the Conference is postponed due to reasons of Party B with the written approval of Party A, Party B should pay 20% of the total Service Fee specified in this Agreement as the penalty. Party A can directly deduct the penalty from the outstanding Service Fee.

5、除上述1—3款及本协议另有约定的情况外，甲乙双方任何一方违反本协议约定的其他义务给对方造成损失的，应向对方承担赔偿责任。

5、Except the provisions of the above Section 1-3 and otherwise provided by this Agreement, any Party that violates the other obligations provided in this Agreement and causes losses to the other Party shall be liable for compensation to the other party.

6、尽管有上述规定，如果乙方对本协议项下任何义务构成任何实质违约，包括未能达到本协议附件中规定的可交付成果，且未能在甲方通知后五（5）个工作日内对此类违约行为做出补救（如能得到补救），或者意识到此类违约行为已经发生，仍未做出补救，则甲方可书面通知乙方终止本协议。

6、Notwithstanding the above, Party A may terminate this Agreement by notice in writing to Party B, if Party B commits any material breach of any of its obligations under this Agreement including failure to meet the deliverables as set out in **Annexures** of this Agreement and fails to remedy such breach (if capable of remedy) within five (5) working days after being given notice by Party A so to do or of it becoming aware of such breach, whichever is earlier.

第十一条 权利义务的不可转让性

Article 11 Non-transferability of rights and obligations

本协议项下的各项权利与义务专属于本协议双方，未经对方事先书面同意，甲乙任何一方均不得将本协议项下的权利与义务转让给其他第三方。

All rights and obligations under this Agreement are exclusive to both parties of this Agreement. Without the prior written approval of one party, the other party is not allowed to transfer its rights and obligations under this Agreement to any other third parties.

第十二条 协议完整性

Article 12 Integrity of this Agreement

本协议构成甲乙双方之间就本协议标的唯一完整的协议，取代此前所有的各种形式的协议、洽商、承诺以及与之相关的表述。

This Agreement constitutes the exclusive and entire agreement between Party A and Party B with respect to the subject matter set forth herein and supersedes any and all previous oral and written discussions, negotiations, commitments and expressions between the parties relating to such subject matter.

第十三条 准据法与争议解决

Article 13 Applicable laws and dispute resolutions

本协议的准据法为中华人民共和国法律。因本协议所引起的以及与本协议有关的一切争议，由甲乙双方协商解决；协商不成的，任何一方均有权将争议提交北京仲裁委员会，按提起仲裁时该会有效的仲裁规则，在北京仲裁。仲裁裁决为终局裁决，对双方均具有约束力。

1、管辖法律 本协议适用法律为中华人民共和国法律。

1、Governing Law. Applicable laws of this Agreement are laws of the People's Republic of China.

2、争议解决

如果双方之间发生的任何争议、争论或索赔因本协议而起，或与本协议有关，包括违约、终止或无效（以下简称“争议”），则双方应尽一切合理努力进行谈判，以期友好解决争议。如果一方向另一方发出通知（以下简称“争议通知”），告知争议已经发生，且双方无法在收发争议通知的十五（15）日内（或双方同意的更长时间段内）友好解决争议，则该争议应根据下述第三条规定提交仲裁。

2、Dispute Resolution.

If any dispute, controversy or claim between the Parties arises out of or in connection with this Agreement, including the breach, termination or invalidity thereof (the “Dispute”), the Parties shall use all reasonable endeavours to negotiate with a view to resolving the Dispute amicably. If a Party gives the other Party notice that a Dispute has arisen (a “Dispute Notice”) and the Parties are unable to resolve the Dispute amicably within 15 (fifteen) days of service of the Dispute Notice (or such longer period as the Parties may mutually agree), then the Dispute shall be referred to arbitration in accordance with the terms of Clause 3. below.

3、根据上述第二条规定，如果该争议未能通过协商解决，则任何一方均有权按照有效规定，提交北京仲裁委员会仲裁。仲裁裁决为最终裁决，对双方均有约束力。仲裁语言应为英语。

3、Subject to Clause 2. above, if the dispute cannot be resolved through consultation, either party has the right to submit the dispute to Beijing Arbitration Commission for arbitration in accordance with valid rules. The arbitration decision shall be accepted as final and binding upon both parties. The language of the arbitration shall be English.

4、第十一一条中规定的任何内容均不得禁止一方在通过仲裁解决争议之前，向有管辖权的任何法院寻求紧急临时救济。

4、Nothing contained in this Article 11 shall prohibit a Party from approaching any court of competent jurisdiction for urgent interim relief pending determination of the dispute by arbitration.

5、本条款规定在本协议终止后仍继续有效。

5、The provisions of this clause shall survive any termination of this Agreement

第十四条 其它

Article 14 Others

1、本协议未尽事宜由甲乙双方另行协商确定。

1、Anything not covered in this Agreement shall be decided by both parties through consultation additionally.

2、本协议附件《报价单》为本协议不可分割的一部分。

2、Appendix “*Quotation of Prices*” shall form an integral part of the Agreement.

3、本协议经甲乙双方授权代表签字并加盖公章后生效。

3、This Agreement shall come into effect after signed by authorized representatives of both parties and affixed with common seals.

4、本协议一式二份，甲乙双方各执一份，具有同等法律效力。

4、This Agreement is in duplicate, held by Party A and Party B separately, with equal legal effect.

5、副本：本协议可签署一个或多个副本。每一副本均应被视为原件。原件与副本一起构成同一文件。

5、COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is to be considered an original and taken together as one and the same document.

6、英语：本协议要求、所指，或与本协议有关的所有报告、文件和通知均应以英文撰写。

6、 ENGLISH LANGUAGE: All reports, documents and notices required hereunder, referred to herein or in connection herewith shall be written in the English language.

7、 独立订约人: 本协议不构成或引起双方缔结任何雇主-雇员、代理、合伙或合资关系,且本协议中各方以独立实体身份、为共同目的履行本协议。

7、 INDEPENDENT CONTRACTORS: This Agreement shall not constitute or give rise to any employer-employee, agency, partnership, or joint venture relationship among or between the Parties, and each Party's performance hereunder is that of a separate, independent entity in pursuit of a common purpose.

8、 可分割性: 本协议任何条款的无效性或不可执行性不应影响本协议任何其他条款的有效性或可执行性, 该条款在法律允许的最大范围内仍具有完全效力。

8、 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect to the fullest extent permitted by law.

9、 豁免: 任何一方在根据本协议项下规定的法律条款, 未能或延迟行使任何权利, 或作出补救措施, 均不得损害该权利或补救措施, 或解释为豁免, 或作出变更, 或阻止该方在其他任何时间行使该权利。且单独或部分行使任何此类权利或补救措施不得阻止对任何其他权利或补救措施的行使。任何一方根据本协议行使的权利、提供的补救措施具有累积性, 可按照任何一方认为适当的方式行使, 并应根据一般法律规定补充权利和补救措施。

9、 WAIVER: No failure or delay by either parties in exercising any right or remedy provided by Law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies by either Party under or pursuant to this Agreement are cumulative, may be exercised as often as by either Party considers appropriate and shall be in addition to its rights and remedies under the general laws.

10、 新闻稿: 所有与本协议有关的新闻稿和其他公告, 只有在得到甲方的事先书面同意的情况下才可发布

10、 PRESS RELEASES: All press releases and other public announcements relating to this Agreement or the transactions contemplated hereby will be prepared and issued only with the prior written consent of PARTY A".

甲方: 迈蓝医药科技(上海)有限公司 (盖章)  PartyA: Mylan Pharmaceutical Science and	乙方: 康辉集团北京国际会议展览有限公司 (盖章)  PartyB: Comfort International M.I.C.E.
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Technology (Shanghai) Co., LTD	Service Co., Ltd
授权代表: <u>刘丹</u> (签字) (Signature)	授权代表: <u>郭海燕</u> (签字) (Signature)
日期: _____ Date: _____	日期: _____ Date: _____

附件 1 工作范围

Appendix 1 Scope of Work

乙方为参加 迈蓝 2018 年年会的 500名参加者提供以下服务：

Party B shall provide the following services to 500 participants attending the Mylan 2018 Annual Meeting

1. 创意设计及策划

1. Creative Design

2. 活动执行

2. Event Operation

3. 人员服务

3. Staff Costs