

会务服务协议书

Conference Service Agreement



甲方：迈蓝医药科技（上海）有限公司

Party A: MYLAN PHARMACEUTICAL TECHNOLOGY (SHANGHAI) CO., LTD...

地址：上海市静安区愚园路 68 号 12 楼 1202 单元

Address: 1202 Crystal Tower, No.68 Yuyuan Road, Jing'an District, Shanghai 200040, PRC

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 1510

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

经甲乙双方协商一致，就乙方承办甲方水飞蓟素中欧专家顾问会（以下简称“会议”），并提供会务服务的相关事宜，达成如下协议（以下简称“本协议”）：

Party A has engaged Party B to provide the services set forth in the Scope of Work (defined below) (the "Services") under the terms and conditions of this Agreement (hereinafter referred to as this "Agreement") for participating in the Silymarin AB meeting conducted for the discussions on (hereinafter referred to as the "Conference") held in Beijing.

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: 2020 年 12 月 05 日
2. 会议地点: 北京
3. 与会人数: 15 一预期的参加者-----

1. Conference time: December 05th, 2020
2. Conference place Beijing
3. Number of participants: -15 participants are expected

第二条 服务内容

Article 2 Service contents

1. 乙方根据甲方的要求提供会议的全部会务服务, 服务内容详见附件 1 的《报价单》。
1. Party B shall offer all conference 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, 如果甲方要求对服务内容进行调整或变更, 甲方应提前通知乙方, 乙方应按照甲方的要求调整或变更服务内容; 如调整或变更服务内容可能导致服务费用增减, 且增减幅度超过报价的 10%, 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或变更服务内容。未经甲方事先批准, 乙方不得任意增加或减少服务项目。服务费相关明细及报价参考合同附件 2。
2. Before or during 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, which exceeds 10% of the quotation, Party A and Party B should re-determine the contents of quotation and sign a new “Scope of Work”. After the new “Scope of Work” is accepted by Party A in writing, 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. 乙方进一步保证，代表其行事的所有人员均应遵守与本协议有关的所有适用法律，包括但不限于在乙方营业所在地的中国普遍存在的反腐败法（如果有）。

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 China, the country in which Party B has its places of business.

Definition:

定义：

“关联方”指的是，就任何一方而言，任何被该方直接或间接控制、由该方直接或间接控制或与该方受共同控制的人或团体。此定义中，术语“控制”（包括相关含义，术语“受控制”和“受共同控制”）是指对任何人，直接或间接拥有超过 50%投票或收入分红权，或直接或间接拥有决定该人的管理或政策的权力。

“**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. 甲方应分两期向乙方支付服务费。协议生效后五日内，甲方应提前向乙方支付《报价单》内预期服务费的 0% (人民币元)。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。乙方提供给甲方第三方账单，并盖章作为支持文件提交，例如：酒店账单等。如果甲方需要向任何第三方支付预付款，乙方和甲方应当在支付进行前就该等费用达成合意。甲乙双方以实际金额进行结算。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。确认发票后，甲方应在收到发票后的 30 个工作日内，将剩余的服务费在扣除预付款后支付给乙方

1. Service fee shall be paid by Party A to Party B in two installments. Within 5 days after the Agreement comes into effect, Party A shall pay 0% (RMB 0 Yuan) of the expected Service fee

in "Scope of Work" to Party B in 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 hotel 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. Post confirmation of the invoice, Party A should, within 30 working days after receiving the invoice, pay the remaining Service Fee to Party B after the deducting the amount paid as advance

3. 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：

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

乙方账号信息：Party B Banking information

开户名称: 康辉集团北京国际会议展览有限公司

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

开户行: 交通银行北京团结湖支行

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

账号: 1100 6074 4018 0100 4979 6

Account No.: 1100 6074 4018 0100 4979 6

统一社会信用代码: 91110105597678665R

Unified Social Credit Code: 91110105597678665R

4. 本条约定的服务费用已包含乙方承办会议以及提供会议的全部会务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。

4. Service Fee specified in this Agreement includes all fees needed by Party B to undertake the Conference and to offer conference services. Unless otherwise confirmed by Party A in writing,

Party A shall not pay any additional fee to Party B.

第四条 税费

Article 4 Taxes

1. 甲方根据适用的法律代扣代缴所有可能的税项，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就任何形式的所得收入所产生的各项税款，而不论甲方在此方面是否有任何代扣代缴。

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、有效地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 virtue of the Services being provided by Party B under this Contract, it is the expectation of the Parties that Party A shall 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. 乙方承诺具有签订及履行本协议的合法资质，并保证在本协议的履行过程中提供像在类似规模和复杂度的项目中那样专业、细致和积极的服务。乙方应遵守相关适用的或按照乙方合理预期可能对服务适用的法律、标准、惯例、条例等，如乙方未能遵守相关标准、法令、条例等且因乙方的疏忽或不作为给甲方造成损失的，乙方应当全额向甲方承担上述损失的赔偿责任。

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 B in complying with any applicable standards, legislations, protocols and the like, that is attributable to the negligent action or inaction of Party B.

2. 乙方应当严格按照本协议附件 1 和 2 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 Appendices 1 and 2. Without the written approval of Party A in advance, Party B cannot increase or decrease service contents, and raise or reduce service standards or fees at will.

3. 乙方应保证所提供的服务不会损害甲方及任何第三方的人身和财产安全，不存在任何可能导致人身或财产损害的潜在风险。会议准备阶段、会议召开期间以及会议后续结束阶段所发生的一切人身或财产损害均由乙方负责，甲方对此不承担任何责任。乙方履行本协议的过程中，造成甲方及甲方人员的人身或财产损害的，应全额向甲方或甲方人员承担赔偿责任。

3. Party B should guarantee that the Services offered would not endanger personal and property safety of Party A and any third parties, and do not contain potential risks that may lead to personal or property damages. Party B is held responsible for all personal or property damages happening during the preparation, holding, and subsequent conclusion of this Conference, and Party A will not bear any liability 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、充分地保证己方人员的人身和财产安全。本协议履行过程中，乙方及乙方人员的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 its own personnel. If Party B and its personnel suffer personal or property losses 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任何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. 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 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能力，并保证第三方实施的服务内容不会侵害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 herefrom, 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,甲乙双方友好协商解决。

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. 如果甲方或参会人员对乙方的服务质量提出异议,乙方应积极、及时地予以妥善解决,并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 here from, 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及遵守美国《反海外腐败法》（“FCPA”）及英国《贿赂法》（2010年），并且乙方熟知所有与此相关的美国法律及反贿赂法律。乙方陈述并保证，任何代表乙方行事之人士不得向任何人士直接或间接地给予、要约、同意或承诺给予、或授权给予任何金钱或有价值的物品以引诱或奖赏下列人士作出有利行动、容忍或延缓行动、或者施加影响力

1. Party B understands that Part 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 all other anti-bribery laws applicable to its performance of the Services. 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. 不论本协议的任何其他条款，乙方或乙方人员未遵守所有该等法律（包括但不限于 FCPA）将导致甲方可选择并全权自主决定立即解除本协议，且无需提前通知。

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，所有代表其行事的人员均应遵守与本协议有关的所有适用法律，包括但不限于在乙方营业地所在地中国的反腐败法律

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 China, the country in which Party B has its places of business

4. 乙方进一步保证和陈述，如果乙方得知或有理由怀疑任何违反本条约定的情形，乙方应当采取适当的补救措施并立即通知甲方该等情形的发生

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. 甲方应当被允许定期地合理审计乙方与甲方有关的记录

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

6. 乙方确保其股东、董事、监事、雇员以及代理商，不会为了使甲方获得或确保业务，为甲方取得商业利益，或为影响乙方与本协议有关的行为或决策，直接或间接地向政府官员提供钱款或承诺提供钱款或委托他人提供钱款，或提供、承诺提供、委托他人提供任何有价值的物品。

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. 乙方确保其股东、董事、监事、员工、代理商不会因本协议签署、承诺签署或委托他人与政府官员签署任何协议。

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. 此协议项中，“政府官员”指具有行政功能的部门，或代表行政部门、行政部门资助或拥有的组织，如企业、医院或其他医疗机构，任何政党、政党官员或候选人的任何工作人员、雇员、代理人。

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. 乙方确保其股东、董事、主管、员工和代理不会向个人（包括政府官员）直接或间接提供钱款、承诺提供钱款或委托他人提供钱款，或赠送、承诺赠送或委托他人赠送任何有价值之物，以实现诱导或鼓励其违反对雇主的义务或不适当当地实施关于本协议的活动之目的。

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 the 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. 乙方确保，乙方关联公司的个人或实体（关联关系包括但不限于资本关系和业务关系）和需要开展相关服务内容的第三方（下文称“第三方”）应当严格遵守这些条款。否则，视为乙方违反上述规定，乙方应承担相应的责任和后果。

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. 甲方有权对乙方、乙方关联公司及本协议项下第三方的账簿进行审核。乙方应保证上述各方在审计方面进行配合。

11. Party A has the right to audit books 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. 无论出于何种原因,如果乙方违反“合规条款”的规定,甲方有权立即解除本协议。甲方不对乙方、乙方的关联方、第三方因本协议解除而直接或间接发生的费用、开支、成本、损失、索赔或赔偿等承担责任。此外,乙方应保证甲方不因违反“合规条款”而受到任何责任追究和/或赔偿。由此产生的一切责任和后果由乙方承担;如甲方因此遭受损失,乙方应向甲方全额赔偿。

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. 乙方应对从甲方或其关联公司（包括但不限于资本关系和业务关系）取得或乙方由于本协议下服务或与本协议项下服务相关而为甲方开发的信息例如技术、业务和管理，承担与本协议签署及履行相关服务的保密义务，不管是被指定为保密或性质为保密（“保密信息”），并不得泄露该等信息给任何其他人或使用该等保密信息，除非其他人是：

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 与本协议条款和履行有关, 乙方合理确定需要接收保密信息而选定的雇员和授权的代理人。

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

1.2 法律或相关适用规定要求,或者惯常遵从的相关监管机构或监督机构要求,对任何人披露此类信息。未经甲方事先书面批准,乙方不得向任何第三方披露该等信息。

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. 在本协议解除、终止或被认为无效后,本条约定在十(10)年期限内对双方仍然有约束力。

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

第五条 赔偿条款

Article 5 Indemnification

1. 乙方同意并特此赔偿和使甲方及其关联方、董事、管理人员、代表、员工和代理免受任何种类的由于乙方向甲方提供了本协议所列服务或与本协议相关的任何和所有索赔,包括任何和所有甲方对该等索赔或诉讼进行辩护产生的费用、支出、和解金、判决款或裁判金额。

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. 甲方有权酌情采取其认为必要的行动,以避免、争论、否认、抗拒、上诉、妥协或抗辩或解决任何索赔(包括但不限于向第三方提出索赔或反诉)。

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. 上述补偿或赔偿，应当使甲方能处于如未发生任何违约可处于的相同位置。甲方在本协议中的赔偿权利独立和附加于甲方在法律或衡平法上可以拥有的其他权利和救济，包括寻求特定履行或其他禁令的权利。该等权利或救济不会受到本协议的影响或被减损。

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 财产权利

Article 6 Property Rights

1. 乙方同意和承认，在本协议期间创造、构思、开发或付诸实践，与乙方根据本协议提供的服务合理相关，以及使用了甲方时间、设备、物资或设施开发的任何种类的版权资料、设计、发明、原创作品、配方、流程、计算机软件、数据库及其所有改进当中的权利（合称“工作成果”）仅归属于甲方。

1. 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 reasonably relate to the Services provided by the Party B pursuant to the Agreement, and which are developed with the use of Party A time, equipment, supplies or facilities (collectively, 'Work Products') shall vest solely in Party A.

2. 在本协议期间及本协议到期后，乙方同意协助和与甲方协作，由甲方承担费用，使甲方可以获得、保持和行使由工作成果产生的所有知识产权，包括但不限于在任何监管和/或行政和/或司法和类似司法机关前出现，并一般性地采取完善甲方关于该等知识产权的权利、所有权和利益所需要和可取的所有行动，不管是在何国家。

2. 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, in whichever country.

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控制和无法避免、无法克服发生的事件。

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。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. 本协议项下的任何正式通知、要求以及其他联络，均应以书面形式通过特快专递

(EMS)、传真等合理有效的方式，向本协议文首所记载的双方的地址或者传真号码送达或发出；在本协议任何一方书面指定有其他联系地址或者联系传真号码等的情形下，则以该指定联系地址或者联系传真号码等为准。

1. Any formal notice, requirement, and other contacts under this Agreement should be delivered or sent in written form via reasonable and effective ways such as EMS and fax to the addresses or fax numbers of both parties stated at the beginning of this Agreement; if any party of this Agreement designates any other address or fax number in writing, the designated address or fax number shall prevail.

2. 上述正式通知、要求以及其他联络于送达被通知方之时正式生效。

2. The formal notice, request, and other contacts stated above shall come into effect formally after delivered to the notified party.

3. 如果任何一方的通知地址和传真号码发生变更，应提前以书面形式通知对方。如果通知迟延，对方向原地址或者传真号码发送的正式通知、要求以及其他联络应该视为送达。

3. In the case of changes to one party's address and fax number, the party should notify the other party in written form. If the notification is delayed, the formal notice, request, and other contacts sent to the former address or fax number shall be deemed to have been served.

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。变更方式应包括任何变更、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. 如果因上述原因解除本协议，并且乙方因履行本协议已向第三方支付合理费用，且乙方有证据证明第三方拒绝退还全部或部分费用，甲方有义务根据协议结束前的实际情况向乙方支付相应费用。

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 received 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：双方将自行支付与本协议的谈判、准备、签署和履行有关的费用。

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 条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 违约责任

Article 10 Responsibility for breach of this Agreement

1. 甲方可在不提出任何理由的情况下，向乙方发出三十（30）天的书面通知，以终止本协议。

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。本条约定在本协议解除、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. 甲方应按本协议约定向乙方支付服务费用，如果因甲方原因造成支付迟延，并由此给乙方造成的损失，甲方应向乙方承担赔偿责任。

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 Party B.

4. 如因乙方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，如果由此给甲方造成的损失超出违约金数额，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 this Conference cannot be held as scheduled due to reasons of Party B, 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 this 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条及本协议另有约定的情况外，如果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，应向对方承担赔偿责任。

5. Except for provisions of Articles 1-3 above and otherwise specified in 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. 除上述情况以外，若乙方未能履行本协议附件所要求的可交付物或存在重大违约责任时。在甲方通知乙方后或者乙方意识到违约后（以较早者为准）的5天内乙方无任何补救措施（如果有能力补救）时，甲方有权利给与乙方出具书面通知终止本协议；

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 权利和义务的不可转让性

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任何第三方。

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,取代此前所有的口头和书面的协议、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

1. 适用法律。本协议适用的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. 双方因本协议而产生或与本协议有关的任何争议、争议或索赔,包括本协议的违约、终止或无效(“争议”),双方应尽一切合理努力进行谈判,以友好解决争议。如一方向另一方通知争议已产生(“争议通知”)且双方无法在15(十五)天内(或双方互相认可的期限)友好解决争议,则之后可依照如下条款3提交仲裁。

2. 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. 如果上述条款 2 争议无法通过协商解决,任何一方均有权按照有效规则将争议提交北京仲裁委员会进行仲裁。仲裁决定应被视为最终决定,对双方均具有约束力。仲裁语言为英语。

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. 本十三条的任何内容都不应禁止一方在通过仲裁解决争端之前,向任何具有主管管辖权的法院寻求紧急临时救济。

4. Nothing contained in this Article 13 shall prohibit a Party from approaching any court of competent jurisdiction for urgent interim relief pending determination of the dispute by arbitration.

5. 本条款的规定在本协议终止后仍然有效。

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 “Scope of Work and Service Fee” 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. 本协议版本同时以中英文描述，若有任何歧义则以英文版本为准，英文版本具有最终的法律效力。

5. This Agreement is described in both Chinese and English. The English version will be the final explanation version with legal validity if there is any ambiguous interpretation in this Agreement.

6、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。

6.、 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.

7、 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。

7、 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.

8、 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。

8、 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.

9、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。

9、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 Party A: MYLAN PHARMACEUTICAL TECHNOLOGY (SHANGHAI) CO., LTD.	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
授权代表：袁田 Authorized representative: Tian Yuan (签字) (Signature)	授权代表：郭海燕 Authorized representative: Haiyan Guo (签字) (Signature)
日期: _____ Date: _____	日期: 12.03 Date: 03. Dec.

附件 1 业务范围

Appendix 1 Scope of Work

乙方遵照此协议为甲方提供水飞蓟素中欧专家顾问会相应会务服务。项目细节描述如下：

Party B shall, according to the terms and conditions of this Agreement, provide Party A the following services to participate in the Silymarin AB meeting. The specific contents following services:

1、出发地与目的地之间的交通接送服务和机票火车票

Flight tickets /train tickets and related pick-up service transfer between departure and destination.

2、会议期间食宿

Accommodation and meals management during the congress term.

3、会场布置及物料制作，工作人员费用

Meeting room set up, local staff service

附件2 费用预算

Appendix 2 Service Fee