

PURCHASE ORDER



PO NUMBER	8002351773
DATE	2025-08-28
NOVO NORDISK (SHANGHAI) PHARMA TRADING CO., LTD. Unit 3101-3102, Grand Gateway, No.3 HongQiao Road, XuHui District,Shanghai, 200030 China Telephone: 021-64486600 http://www.novonordisk.com VAT information 名称: 诺和诺德（上海）医药贸易有限公司 税号: 91310000MA1H3BA98J 地址: 中国（上海）自由贸易试验区临港新片区业盛路188号A-1018室 电话：021-64486600 开户行及帐号: 花旗银行（中国）有限公司上海自贸试验区支行 账号: 1797574232	

Supplier
康辉集团北京国际会议展览有限公司
际中心15 北京市朝阳区农展馆南路13号瑞辰国
北京市, 010 100125

Invoice Address
NOVO NORDISK (SHANGHAI) PHARMA TRADING CO., LTD.
Unit 3101-3102, Grand Gateway,
No.3 HongQiao Road,
XuHui District,Shanghai, 200030
China

Delivery Address
Unit 3101-3102, Grand Gateway,
No.3 HongQiao Road,
XuHui District,Shanghai, 200030
China
3521_SHANGHAI
Attn: XYUX Yu Xin Zoe

Terms of Delivery
CPT Carriage paid - Carriage paid

End user information
Requisitioner: XYUX Yu Xin Zoe
Email: xyux@novonordisk.com
建筑物和房间号: CN3521

Terms of Payment
F045 Invoice Date + 45 days - Invoice Date + 45 days

Line	Qty	Description	Unit	Service Start Date - Service End Date	Delivery Date	Price	Total
10	1	胰岛素portfolio顾问会-华南+华东-XYUX Part Number:	Each	2025-08-28 - 2025-09-30	2025-09-30	13,845.36	13,845.36
Total net item val.excl.VAT: 13,845.36 CNY							

采购条款 (Conditions of Purchase)

1. 适用范围和效力Scope of Application and Effectiveness
- 本采购条款适用于中国大陆区域内的诺和诺德公司主体与供应商采购产品/服务的所有订单。除经诺和诺德特别书面同意外，本条款应取代任何供应商规定的任何条款或条件。当本条款同诺和诺德与供应商之间就单独订单采购的产品/服务而达成的书面协议内容不一致时，以双方之间的协议约定内容为准。
- These Conditions of Purchase apply to all orders for products/services between the Novo Nordisk entity(ies) and the Suppliers within Mainland China. Unless expressly agreed in writing by Novo Nordisk, these Conditions of Purchase shall prevail over any terms or conditions set forth by Supplier. In the event of any inconsistency between these Conditions of Purchase and the written Agreement reached between Novo Nordisk and the Supplier regarding the procurement of specific products/services for individual orders, the provisions of Agreement between the parties shall prevail.
2. 保证、质量标准Guarantees and Quality Standards
- 1) 供应商承诺并保证：(a) 其完全有能力作为立约一方签订协议/订单并履行其在订单下的所有义务；(b) 协议/订单的生效和履行在其合法的业务范围之内；(c) 代表供应商签署协议/订单的人员为供应商的法定代表人或由供应商正式授权的人员；及(d) 供应商对货物/服务拥有不存在任何权利负担的所有权/知识产权。
- The Supplier commits and guarantees that: (a) it is fully capable of entering into agreements/orders and fulfilling all obligations under the orders; (b) the effectiveness and performance of the agreements/orders are within the scope of its lawful business; (c) the person signing the agreements/orders on behalf of the Supplier is its legal representative or a person duly authorized by the Supplier; and (d) the Supplier has ownership/intellectual property rights to the goods/services free from any encumbrances.
- 2) 供应商提供的产品/服务质量应符合双方之间的协议及本采购订单中规定的产品/服务标准及规格要求，或者以诺和诺德签字确认的样品为准；同时，当适用的情况下，供应商承诺提供的服务或产品符合GXP相关管理规范的要求。

The quality of the products/services provided by the Supplier shall meet the standards and specifications stipulated in the Agreement between the parties and the procurement order, or shall be based on the samples confirmed by the signature of Novo Nordisk. Additionally, where applicable, the Supplier commits that the services or products provided will comply with the requirements of relevant GXP management regulations.

3. 订单的生效、变更和取消 Effectiveness, Changes, and Cancellations of Orders

1) 订单及其变更须为书面形式。除非诺和诺德给予书面确认，任何口头方式对订单内容的修改或变更不具有法律上的约束力。

Orders and their modifications must be in written form. Any amendments or changes to the content of an Order made orally shall not be legally binding unless confirmed in writing by Novo Nordisk.

2) 诺和诺德有权对订单发出后的5个工作日内，通过发送新的订单而对原订单进行修改，在新订单发送至供应商系统时，原订单失效。

Novo Nordisk has the right to modify the original Order within 5 business days after the Order is issued by sending a new Order; upon the new Order being sent to the Supplier's system, the original Order will become invalid.

3) 诺和诺德有权在订单发送后的5个工作日内，以书面方式取消原订单。

Novo Nordisk has the right to cancel the original Order within 5 business days after it is issued, by written notice.

4. 交付和接收 Delivery and Receipt

供应商应根据本订单规定的交付时间、质量和交付方式交付产品或服务，否则诺和诺德有权自主决定全部或部分不予接收。诺和诺德将在收货/接收服务后进行质量检验。

The Supplier shall deliver the products or services in accordance with the delivery time, quality, and delivery method stipulated in the Order; otherwise, Novo Nordisk reserves the right to decide not to receive all or part of the delivery. Novo Nordisk will conduct quality inspection after receiving the goods/services.

5. 违约责任和损害赔偿 Liability for Breach and Compensation for Damage

1) 当供应商未能按照订单约定的时间交付产品/服务，诺和诺德有权自行判断是否接收、部分/全部终止订单，诺和诺德公司有权视违约的严重程度要求供应商支付违约金并承担由此所遭受的损失；当全部或部分终止订单时，诺德诺德无须向供应商支付任何补偿/赔偿金。

If the Supplier fails to deliver the products/services within the time agreed upon in the Order, Novo Nordisk reserves the right to determine whether to receive the delivery and to partially or fully terminate the Order. Novo Nordisk may, depending on the severity of the breach, require the Supplier to pay a penalty and bear any losses incurred as a result. In the event of a full or partial termination of the Order, no compensation or indemnity shall be paid to the Supplier by Novo Nordisk.

2) 当供应商提供的产品/服务有任何质量问题时，诺和诺德有权拒绝相应付款，由此带来的损失由供应商承担，所有不符合质量要求的产品均须由供应商销毁，不得挪做它用或出售。

In the event of any quality issues with the products/services provided by the Supplier, Novo Nordisk has the right to refuse corresponding payments, and the resulting losses shall be borne by the Supplier. All products that do not meet quality requirements must be destroyed by the Supplier and shall not be repurposed or sold.

3) 供应商应赔偿因以下原因直接或间接给诺和诺德带来的损失、责任和费用：a) 因诺和诺德购买或使用由供应商提供的产品或服务而导致被指控或实际上对第三方专利、商标、著作权等知识产权造成的侵权；及b) 供应商违反个人数据保护义务、违反保密义务。

The Supplier shall indemnify Novo Nordisk against any losses, liabilities, and expenses directly or indirectly incurred due to the following reasons: a) Allegations or actual infringements of third-party patents, trademarks, copyrights, and other intellectual property rights arising from Novo Nordisk's purchase or use of products or services provided by the Supplier; or b) Violations of personal data protection obligations or confidentiality obligations by the Supplier.

6. 分包和转让 Subcontract and Assign

未经诺和诺德事先书面同意，供应商不得将订单中的任何责任或义务分包、转让给任何其他第三方。即便在诺和诺德事先书面同意，供应商也不因分包而免除本订单下的责任和义务。

The Supplier shall not subcontract or transfer any responsibilities or obligations under the Order to any other third party without the prior written consent of Novo Nordisk. Even with the prior written consent of Novo Nordisk, the Supplier shall not be relieved of its responsibilities and obligations under this Order due to subcontracting.

7. 知识产权 Intellectual Property

1) 双方之间协议/订单下任一方在协议/订单生效日前拥有、开发或被许可的，并用于履行本协议项下/订单下服务的所有数据、文件、信息、商业标识、图片、图表、设计、专有技术、商业秘密、专有方法和解决方案、软件和其它项目，以及所有与之相关的知识产权（“**在先知识产权**”）仍归该方单独所有。尽管有上述约定，如供应商在协议/订单生效日前拥有、开发的在先知识产权对于本协议/订单的履行是必不可少的，则服务方在此授予诺和诺德及其关联公司一项非独占的、免费的、在全球范围内的、永久的使用服务方在先知识产权的许可。

All data, documents, information, trademark, images, charts, designs, know-how, trade secrets, proprietary methods and solutions, software, and other items, as well as all related intellectual property rights (collectively, "**Pre-existing Intellectual Property**") owned, developed, or licensed by either Party prior to the effective date of the Agreement/Order and used for the performance of services under this Agreement/Order shall remain solely owned by that Party. Notwithstanding the foregoing, if the Pre-existing Intellectual Property owned or developed by the Supplier prior to the effective date of the Agreement/Order is essential for the performance of this Agreement/Order, the Supplier hereby grants Novo Nordisk and its affiliates a non-exclusive, royalty-free, worldwide, perpetual license to use the Supplier's Pre-existing Intellectual Property.

2) 除适用的中国法律另有规定或双方之间另有约定外，诺和诺德应为供应商在本协议项下/订单下生成并提交给诺和诺德的所有工作成果以及与之相关所有知识产权的唯一所有人。供应商应确保其与涉及本协议项下/订单下服务履行的第三方，向诺和诺德转让其在本协议项下/订单下生成的所有工作成果的所有权和所有与需交付工作成果相关的知识产权在前述权利转让的同时，原先供应商和/或涉及本协议项下/订单下服务履行的第三方拥有的与所有工作成果和提供服务相关的文件或资料，包括所有的草稿、模型、大纲等，应成为诺和诺德的财产。

Unless otherwise provided by applicable Chinese law or agreed upon by both Parties, Novo Nordisk shall be the sole owner of all deliverables generated and submitted by the Supplier under this Agreement/Order, as well as all intellectual property rights related to such deliverables. The Supplier shall ensure that any third Parties involved in the performance of the services under this Agreement/Order transfer their ownership of all deliverables generated under this Agreement/Order, along with all intellectual property rights related to such deliverables, to Novo Nordisk. Simultaneously with the aforementioned transfer of rights, all documents or materials related to the deliverables and the provision of services, including drafts, models, outlines, etc., that were originally owned by the Supplier and/or the third parties involved in the performance of services under this Agreement/Order shall become the property of Novo Nordisk.

3) 供应商保证其提供的所有服务以及在履行协议/订单过程中使用或交付的所有工作成果、材料、素材、设计、软件、数据、文件、信息等不侵犯任何第三方的权利，包括但不限于知识产权及商业秘密，也不违反任何适用的中国法律，并可以通过合理方法对前述工作成果、材料、素材、设计、软件、数据、文件、信息等予以验证。对于因以任何方式使用或处理服务方提供的工作成果、材料、素材、设计、软件、数据、文件或信息等所引起的对第三方权利侵权的主张而可能产生由第三方发起的针对诺和诺德的任何及所有索赔和诉讼，供应商应当赔偿诺和诺德因该等索赔和诉讼所遭受的所有直接或间接的损失，使诺和诺德免受损害并根据诺和诺德要求为诺和诺德进行抗辩或辨护。由此产生的全部费用，包括但不限于律师费、诉讼费、交通费等均应由服务方承担。

The Supplier guarantees that all services provided, as well as all deliverables, materials, content, designs, software, data, documents, and information used or delivered in the performance of this Agreement/Order, do not infringe upon any rights of third parties, including but not limited to intellectual property rights and trade secrets, and do not violate any applicable Chinese laws. The Supplier also guarantees that the aforementioned deliverables, materials, content, designs, software, data, documents, and information can be reasonably verified. In the event of any claims initiated by third parties against Novo Nordisk due to alleged infringement of third-party rights arising from the use or processing of the deliverables, materials, content, designs, software, data, documents, or information provided by the Supplier, the Supplier shall indemnify Novo Nordisk for all direct or indirect losses incurred as a result of such claims and lawsuits, and shall hold Novo Nordisk harmless. Upon Novo Nordisk's request, the Supplier shall defend or contest any such claims or lawsuits. All costs incurred as a result, including but not limited to attorney fees, litigation costs, travel expenses, etc., shall be borne by the Supplier.

4) 本订单无论因任何原因终止或期满，本条关于知识产权的约定仍然全面并持续有效。

The provisions regarding intellectual property in this Order shall remain fully effective and valid, notwithstanding any termination or expiration of this Order for any reason.

8. 个人信息保护、供应商信息 Personal Information Protection and Supplier Information

- 1) 个人信息保护：诺和诺德与供应商均知悉并同意，若履行双方协议/订单涉及个人信息处理活动，各方均应遵守所有适用的个人信息保护和数据安全法律法规，对其个人信息处理的合法性负责，并采取一切合理的物理、技术和组织管理措施，以保护个人信息免受未经授权或非法加工以及意外损失、破坏、损坏、更改或披露。供应商承诺，若本协议/订单涉及供应商受诺和诺德委托处理个人信息或获取来自诺和诺德的个人信息，则供应商应签署诺和诺德要求的数据保护附录或就数据处理签署书面协议。供应商进一步承诺，若双方协议/订单涉及供应商受诺和诺德委托处理个人信息，供应商应在诺和诺德批准确认的数据存储地进行数据存储及处理，未经诺和诺德事先书面批准，供应商不得改变数据存储地或者传输数据出境（包括从中国境外远程访问及服务器位于境外）。

Personal Information Protection: Novo Nordisk and the Supplier acknowledge and agree that if the performance of their Agreement/Order involves personal information processing activities, both Parties shall comply with all applicable personal information protection and data security laws and regulations, be responsible for the legality of their personal information processing, and take all reasonable physical, technical, and organizational management measures to protect personal information from unauthorized or unlawful processing as well as accidental loss, destruction, damage, alteration, or disclosure. The Supplier commits that if this Agreement/Order involves the Supplier processing personal information on behalf of Novo Nordisk or obtaining personal information from Novo Nordisk, the Supplier shall sign the Data Protection Appendix or a written agreement regarding data processing as required by Novo Nordisk. The supplier further commits that if the Agreement/Order involves the Supplier processing personal information on behalf of Novo Nordisk, the supplier shall store and process data only at locations approved and confirmed by Novo Nordisk. The Supplier shall not change the data storage location or transfer data overseas (including remote access from outside China and servers located abroad) without Novo Nordisk's prior written approval.

- 2) 供应商信息：仅为本订单服务之目的，若供应商必需向诺和诺德提供其员工的特定信息，供应商确认并同意，其员工已得到相关通知（包括但不限于诺和诺德“针对企业客户、供应商和合作伙伴相关人员的隐私通知”，可通过以下网址查看：<https://www.novonordisk.com.cn/privacy-policy.html>）并已获得适用法律项下要求的与诺和诺德进行信息分享的范围、目的和方式的所有信息（包括在丹麦诺和诺德公司（Novo Nordisk A/S）位于中国境外的服务器上存储信息，以及由境外第三方服务提供商进行个人信息处理（如适用）），且已经对该等信息分享以及诺和诺德的个人信息处理活动做出同意（若适用法律有此要求）。如果供应商未能履行此项义务，而诺和诺德或诺德诺德的关联方因此遭遇任何索赔、费用、损失和损害或债务，则供应商将对诺和诺德及其关联方进行赔偿。

Supplier Information: For the sole purpose of serving this Order, if the Supplier is required to provide specific information about its employees to Novo Nordisk, the Supplier confirms and agrees that its employees have been notified accordingly (including but not limited to Novo Nordisk's "Privacy Notice for Business Clients, Suppliers, and Partners," which can be viewed at the following address: <https://www.novonordisk.com.cn/privacy-policy.html>) and have received all information required by applicable laws regarding the scope, purpose, and manner of sharing information with Novo Nordisk (including information stored on servers of Novo Nordisk A/S located outside of China and personal information processing by overseas third-party service providers, if applicable), and have consented to such information sharing and Novo Nordisk's personal information processing activities (if required by applicable law). Should the Supplier fail to fulfill this obligation, and if Novo Nordisk or its affiliates incur any claims, costs, losses, damages, or debts as a result, the Supplier shall indemnify Novo Nordisk and its affiliates.

9. 保密义务 Confidentiality Obligation

供应商应对合作内容严格保密，非经诺和诺德公司书面同意，供应商不得单独地或者与供应商的名称、标志、商标或品牌一起或者以任何其他方式，使用诺和诺德的任何名称、标志、商标或品牌。否则，供应商应按照合同的约定承担违约责任，并赔偿诺和诺德因此所遭受的损失。本订单无论因任何原因终止或期满，本条关保密义务的约定仍然全面并持续有效。

The Supplier shall keep the content of the collaboration strictly confidential. Without the written consent of Novo Nordisk, the Supplier shall not use any name, logo, trademark, or brand of Novo Nordisk either alone, in conjunction with the Supplier's name, logo, trademark, or brand, or in any other manner. Otherwise, the Supplier shall be liable for breach of contract as stipulated and shall compensate Novo Nordisk for any losses incurred as a result. The provisions regarding confidentiality in this Order shall remain fully effective and valid, regardless of any termination or expiration of this Order for any reason.

10. 不可抗力 Force Majeure

如任何一方因不可抗力事件，如战争、火灾、台风、洪水、地震或其他双方共同认为属于不可抗力事件的原因而被迫停止或者推迟订单约定产品/服务的交付，则双方互不承担违约责任。供应商应尽可能快地通知诺和诺德有关任何不可抗力事件，并在不可抗力事件发生后的十四(14)天内将有关部门证明发生不可抗力事件的证明提供给诺和诺德。在不可抗力事件期间，供应商须采取一切必要措施促进产品/服务的交付。如因不可抗力事件而导致交付延迟30天以上，诺和诺德有权解除订单。

If either Party is forced to stop or delay the delivery of the products/services specified in the Order due to a force majeure event, such as war, fire, typhoon, flood, earthquake, or other reasons mutually recognized by both Parties as force majeure events, neither Party shall bear liability for breach of contract. The Supplier shall notify Novo Nordisk of any force majeure event as soon as possible and provide relevant documentation proving the occurrence of the force majeure event to Novo Nordisk within fourteen (14) days after the event. During the force majeure event, the Supplier must take all necessary measures to facilitate the delivery of the products/services. If the delivery is delayed by more than 30 days due to the force majeure event, Novo Nordisk has the right to terminate the Order.

11. 供应商行为准则要求、反商业贿赂责任和审计权

- 1) 供应商行为准则要求： 供应商承诺并保证按照<https://www.novonordisk.com/contact-us/external-support/external-commitments.html>的要求提供双方协议项下/订单下约定的产品/服务。

Supplier Code of Conduct: The Supplier commits and guarantees to provide the products/services agreed upon under the Parties' Agreement/Order in accordance with the requirements set forth at <https://www.novonordisk.com/contact-us/external-support/external-commitments.html>.

- 2) 反商业贿赂责任：供应商承诺并保证自身及其员工、代理人或其他代表不会执行任何以下行为：支付、承诺支付或授权支付任何金额或有价物，无论直接或同通过第三方，给任何政府职能机构的官员或雇员，以谋求以下目的：（a）影响其官方行为或决策，包括未能履行其官方或公职行为；（b）诱导其使用其影响力来影响政府职能机构的决策；或（c）获取任何不当利益。如供应商违反本条款，诺和诺德有权单方决定终止采购订单，和/或有权对供应商支付的违反本条款的任何金额或价值提出返还诉求；和/或终止所有付款义务。

Anti-Bribery Responsibilities: The Supplier commits and guarantees that neither it nor its employees, agents, or other representatives will engage in any of the following actions: paying, promising to pay, or authorizing the payment of any amount or valuable consideration, whether directly or through a third party, to any official or employee of a government functionary for the purpose of: (a) influencing their official actions or decisions, including failures to perform their official or public duties; (b) inducing them to use their influence to affect the decisions of government functionaries; or (c) obtaining any improper advantage. If the Supplier violates this clause, Novo Nordisk has the unilateral right to terminate the Order, and/or to seek reimbursement for any amounts or values paid by the Supplier in violation of this clause; and/or to terminate all payment obligations.

- 3) 审计权：供应商应自担成本，按照一般公认的会计准则保持完整的和准确的账簿和记录，且该等账簿和记录应涵盖由订单的履行产生的或与订单的履行有关的所有活动和交易，包括但不限于供应商会计账簿中记载科目的支持文件，例如有关的时间记录和第三方费用。供应商应以适于完整的和准确的检查和审计的方式保持该等账簿和记录。供应商应在完成服务后的至少5年期间保持与服务相关的所有文件、往来函件、数据、账目、报告、记录、收据和其他信息来源。

Audit Rights: The Supplier shall, at its own cost, maintain complete and accurate books and records in accordance with generally accepted accounting principles, and such books and records shall cover all activities and transactions arising from or related to the performance of the Order, including but not limited to supporting documents for entries recorded in the supplier's accounting books, such as relevant time records and third-party expenses. The Supplier shall keep such books and records in a manner suitable for complete and accurate examination and auditing. The Supplier shall retain all documents, correspondence, data, accounts, reports, records, receipts, and other sources of information related to the services for a period of at least 5 years after the completion of the services.

12. 适用法律、争议解决 Applicable Law and Dispute Resolution

订单适用中华人民共和国法律，包括但不限于《广告法》、《不正当竞争保护法》、《个人信息保护法》等。各方在订单下产生的或与之有关的任何争议应提交中国国际经济贸易仲裁委员会，在北京按照届时有效的仲裁规则进行仲裁。仲裁裁决是终局裁决且对各方具有约束力。

This Order is governed by the laws of the People's Republic of China, including but not limited to the Advertising Law, the Anti-Unfair Competition Law, and the Personal Information Protection Law. Any disputes arising from or related to this Order shall be submitted to the China International Economic and Trade Arbitration Commission for Arbitration in Beijing in accordance with the Arbitration Rules in effect at that time. The Arbitration award shall be final and binding on both Parties.

13. 语言 Languages

本采购条款以中英文书就，任何中英文版本之间的不一致，以中文为准。

These Conditions of Purchase are made in both Chinese and English; in the event of any inconsistencies between the Chinese and English versions, the Chinese version shall prevail.

【结束/The End】