

# Compliance terms, Information and Permission

## Compliance terms

The Supplier shall at all time comply with applicable Hong Kong laws and regulations, the Ordering Party's business ethics and business activity criterion as well as any other internationally or nationally recognized business practices, and shall not be engaged in any activities which will or may have adverse impact on financial management, business operation or reputation of the Ordering Party. At the Ordering Party's request, the Supplier must without undue delay provide information evidencing compliance with the Business Conduct Guidelines and/or applicable laws.

The Supplier shall not directly or indirectly offer any illegal benefits (including but not limited to monetary or other properties) to the staffs of any political the Ordering Party and government office, state-owned enterprises and/or any entities established or controlled by them, or any business entities or person representing the aforementioned staffs, or any business entities or the staffs of such entities in connection with the Supplier's performance of this Contract.

The Ordering Party and the Supplier are obliged to take effective measures to prohibit their employees or agents from directly or indirectly, in the company's name or in private, giving the other Party's employees, agents, other interested personnel or their relatives any bribes, kickback, or any cash marketable security, or other inappropriate benefits provided through other disguised means (except the small gifts such as moon cake and rice dumpling which value shall not over HKD800 per instance, and working meals which average spend shall not exceed HKD800 per person, as amended by BSH from time to time and made available to Supplier by means of email, website or otherwise) and are obliged to prohibit their employees from accepting any bribes, inappropriate gifts or benefits. In occurrence of the above prohibited provision of cash, gifts or other benefits, the receiving Party is obliged to refuse such benefits and immediately complain to the other Party.

The Supplier shall notify the Ordering Party immediately upon becoming aware of any breach of the Supplier's obligations under this Section or any violation of this Section by the Ordering Party's employees, agents, Affiliates, consulting companies or any related third the party by sending an email to Compliance.cn@bshg.com specifying detailed information. The Ordering Party shall notify the Supplier immediately upon becoming aware of any violation of this Section by the Supplier's employees, agents, consulting companies or any related third party. Upon the Ordering Party or its Affiliates' request from time to time, the Supplier shall in time (without any unreasonable delay) provide the status of the Supplier's compliance with this Section to the Ordering Party.

## Information and Permissions

The Supplier acknowledges and agrees that the Ordering Party will, for the purposes as listed below in item (a) to (e), use, store, disclose, transfer (whether within or outside Hong Kong), obtain and/or exchange information of the shareholders, directors or officers of the Supplier and/or other related individuals or entities (the "Relevant Information") to, from or with all such third parties as the Ordering Party may consider necessary including without limitation:

- (i) the Ordering Party or the Ordering Party's Affiliates;

- (ii) any third party to whom the Ordering Party or the Ordering Party's Affiliates is under an obligation to make disclosure under the requirements of any law and regulation binding on the Ordering Party or the Ordering Party's Affiliates, including laws for the purpose of anti-money laundering, anti-territory, anti-corruption and international sanctions; and
- (iii) any agent, contractor or third party service provider who provides administrative, compliance auditing, telecommunications, computer, payment or other services to the Ordering Party or the Ordering Party's Affiliates in connection with the operation of their business.

The purposes as mentioned above include any purpose:

- (a) in connection with any goods or services provided by the Ordering Party to any third party;
- (b) in connection with matching for whatever purpose (whether or not with a view to taking any action against the Supplier) any such Relevant Information with any other Relevant Information concerning the Ordering Party and The Ordering Party's Affiliates in the possession of the Ordering Party and the Ordering Party's Affiliates;
- (c) of promoting, improving and furthering the provision of any goods or services by the Ordering Party and the Ordering Party's Affiliates to the Supplier generally;
- (d) of reviewing and managing the relationship between the Supplier and the Ordering Party's Affiliates; and
- (e) of complying with any and all laws, regulations and regulatory requirements that are considered applicable to the Ordering Party or the Ordering Party's Affiliates in the Ordering Party's sole discretion.

The Ordering Party and its Affiliates may also disclose, transfer (whether within or outside Hong Kong), obtain and/or exchange Relevant Information to, from or with such other third parties as may be in accordance with the Ordering Party's general policy on disclosure of information as set out in statements, circulars, notices and other terms and conditions made available by the Ordering Party to the Supplier from time to time (to the extent that such disclosure is not prohibited by laws and regulations).

The Supplier shall ensure that such third parties whose Relevant Information are or will be disclosed to the Ordering Party consent to the provision of such Relevant Information to the Ordering Party for such purposes as referred to in this Section, and consent to the disclosure of such Relevant Information by the Ordering Party to such other parties in accordance with this Section.