

沃尔玛过守本溪南分店（#2532）

《房屋租赁协议》补充协议

二〇一五年七月

《房屋租赁协议》补充协议

本《<房屋租赁协议>补充协议》(“本补充协议”)由下列各方于二零一五年七月二十日签署:

- 1) 辽宁实华(集团)房地产开发有限公司,一家依据中华人民共和国(“中国”)法律组建并有效存续的有限责任公司(“甲方”);及
- 2) 沃尔玛(辽宁)百货有限公司,一家根据中国法律组建并有效存续的有限责任公司(“乙方”);及
- 3) 本溪同盛远实业有限责任公司,一家依据中国法律组建并有效存续的有限责任公司(“丙方”).

(甲方、乙方和丙方合称“各方”)

鉴于:

- (a) 乙方与甲方,于二零一四年六月十二日签署了关于租赁甲方位于中国辽宁省本溪市平山区兴华街的物业(房屋产权证号及/或土地使用权证号:051-08-4-37)的地上第一层的部分面积、地下第一层的部分面积以及地下第三层的部分面积的房屋(“房屋”)的《房屋租赁协议》(“租赁协议”);
- (b) 甲方拟将房屋出售给丙方,且甲丙双方签订了《房屋买卖意向协议》和《房屋买卖补充协议》(见附件一);同时,甲方拟将房屋所有权转让给丙方;乙方同意甲方的前述行为,放弃乙方的优先购买权。

现各方经协商,一致同意对《租赁协议》中的有关条款做如下补充:

1. 自房屋所有权证过户给丙方之日起,租赁协议项下的出租人由甲方变更为丙方,租赁协议项下出租人的全部权利和全部义务由丙方继续享有和承担,乙方将租赁费用及其相关费用支付至丙方指定的账户,但辽宁实华(集团)房地产开发有限公司同意仍对租赁协议项下的全部权利义务与丙方承担连带保证责任。
2. 在房屋所有权证过户给丙方之前,租赁协议项下的出租人仍为甲方,租赁协议项下出租人的全部权利和全部义务仍由甲方继续享有和承担,乙方仍将租赁费用及其相关费用支付至甲方指定的账户,乙丙双方之间不存在任何租赁协议项下的权利义务的关系。

3. 甲方保证，负责完成办理商品房预售许可、房屋竣工验收等工作。
4. 丙方保证，丙方的股东应按照《章程》约定的出资期限完成出资，且依法修改公司章程并进行备案；并且保证丙方的营业执照的经营范围增加“自有房地产经营活动”。
5. 丙方同意遵守本补充协议附件三“反腐败合规条款”。
6. 除本补充协议的约定外，《租赁协议》的条款和条件均维持不变。遇有《租赁协议》或本补充协议的附件一与本补充协议有不一致之处，应以本补充协议为准。
7. 本补充协议自三方签署之日起生效。自本补充协议生效之日起，本补充协议将成为《租赁协议》不可分割的一部分。若《租赁协议》先于本补充协议终止时，本补充协议将随《租赁协议》的终止同时自动终止。
8. 本补充协议一式七(7)份，甲方、乙方和丙方各执两(2)份，合同登记机关执一(1)份。

本补充协议三方的正式授权代表于文首书明的日期签订本补充协议，以昭信守。

附件一：《房屋买卖意向协议》、《房屋买卖补充协议》

附件二：丙方企业法人营业执照

附件三：反腐败合规条款

(本页以下无正文)

(本页为签字页)

甲方: 辽宁实华(集团)房地产开发有限公司

授权代表:



乙方: 沃尔玛(中国)百货有限公司

授权代表:



丙方: 本溪同盛远实业有限公司

授权代表:



合同登记机关: _____

登记人: _____

日期: _____

附件一：《房屋买卖意向协议》、《房屋买卖补充协议》

2015年3月17日

辽宁实华（集团）房地产开发有限公司
与
本溪同盛远实业有限公司

关于
（#2532）沃尔玛辽宁本溪南店
之

房屋买卖意向协议

甲方(卖方): 辽宁实华(集团)房地产开发有限公司

法人代表: 王磊

注册地址: 桓仁满族自治县桓仁镇向阳街

乙方(买方): 本溪同盛远实业有限公司

法人代表: 王艺桥

注册地址: 辽宁省本溪市平山区

甲方于 2007 年 5 月依法取得本溪市兴隆、兴华街旧城改造项目土地使用权, 规划用地面积 9.22 万平方米, 项目名称为“实华·美麓城”。该项目共分 ABCDE 五个区域, 其中 C 区商住部分中部分出租至沃尔玛(辽宁)百货有限公司[以下简称: 沃尔玛], 并已签订正式租赁协议, 协议编号为: 《(#2532) 辽宁本溪南店租赁协议》, 店名为沃尔玛辽宁本溪南店, 店号为 #2532。乙方为依法注册于辽宁省本溪市的境外独资企业, 为实华发展有限公司(以下简称: 实华发展)之全资子公司, 实华发展依法注册于百慕大, 并在香港联合交易所主板上市, 股票代码 00485.HK。甲方有意转让沃尔玛辽宁本溪南店, 乙方有意购买该房产, 经甲、乙双方友好协商, 现达成如下意向协议, 望双方遵照执行。

一、 转让标的物的现状

1. 标的物位置: 位于中国辽宁省本溪市平山区环山路与广裕路交界处, 以广裕路为准为地上一层部分及地下一层, 如以解放四马路为准, 则为地上二层及三层。

2. 标的物面积: 暂估 23,568 m², 最终以实际租赁面积为准;
3. 标的物范围: 以沃尔玛租赁平面图为准, 具体详见附件;
4. 标的物现状: 主体建筑已完成, 具备进场条件;
5. 沃尔玛计划进场时间: 2016 年 4 月 25 日
6. 沃尔玛计划开业时间: 2016 年 8 月 25 日

二、 转让价格

转让单价面积暂估 23,568 m² 转让, 转让总价为港币两亿八百万二十七万六千元整 (小写 HK\$208,276,000 元)。实际面积以最终产权处测绘面积为准。

三、 付款方式

实华发展将于交付日 (根据本协议第五条的定义) 向卖方或其提名人发行金额为港币两亿八百万二十七万六千元整 (小写 HK\$208,276,000 元) 之承兑票据, 以支付转让总价。

四、 完成的先决条件

本协议在以下先决条件全部完成成就后交付:

1. 乙方母公司实华发展, 在符合香港联合交易所有限公司证券上市规则的要求下, 取得实华发展的独立股东同意本协议下的交易;
和
2. 甲、乙双方房产转让取得沃尔玛的同意。

五、 交付时间

在本协议第四条的先决条件满足后, 本协议的交付日期为 2015 年 6 月 30 日 (“交付日”)。

六、 主要条款

1. 甲方须保证 2015 年 6 月 30 日前将房屋交付使用，如延期超过 30 日，则甲方须承担乙方已交款项之银行存款基准利率作为违约赔偿，直至交房为止；
2. 甲方保证在 2016 年 10 月 30 日前办理房产证，如延期超过 30 日，则甲方须承担乙方已交款项之银行存款基准利率作为违约赔偿，直至办理完成为止；
3. 甲方须保证乙方享有同沃尔玛相同的租赁条款，否则乙方有权终止合同，并要求甲方承担乙方全部损失；
4. 甲方须保证该转让房产无任何形式的抵押贷款，否则乙方有权利终止合同，并要求甲方赔偿乙方损失。

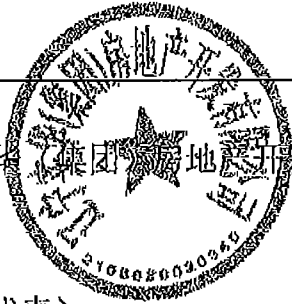
七、 争议解决

甲、乙双方合同执行中本着友好协商的原则，如遇分歧，双方协商解决，解决不成可向本溪市仲裁委员会提请仲裁；

八、 其他

本协议壹式肆份，甲、乙双方各执贰份，具有同等法律效力。

甲方: 辽宁实华集团房地产开发有限公司



法人 (或授权代表):



乙方: 本溪同盛远实业有限公司



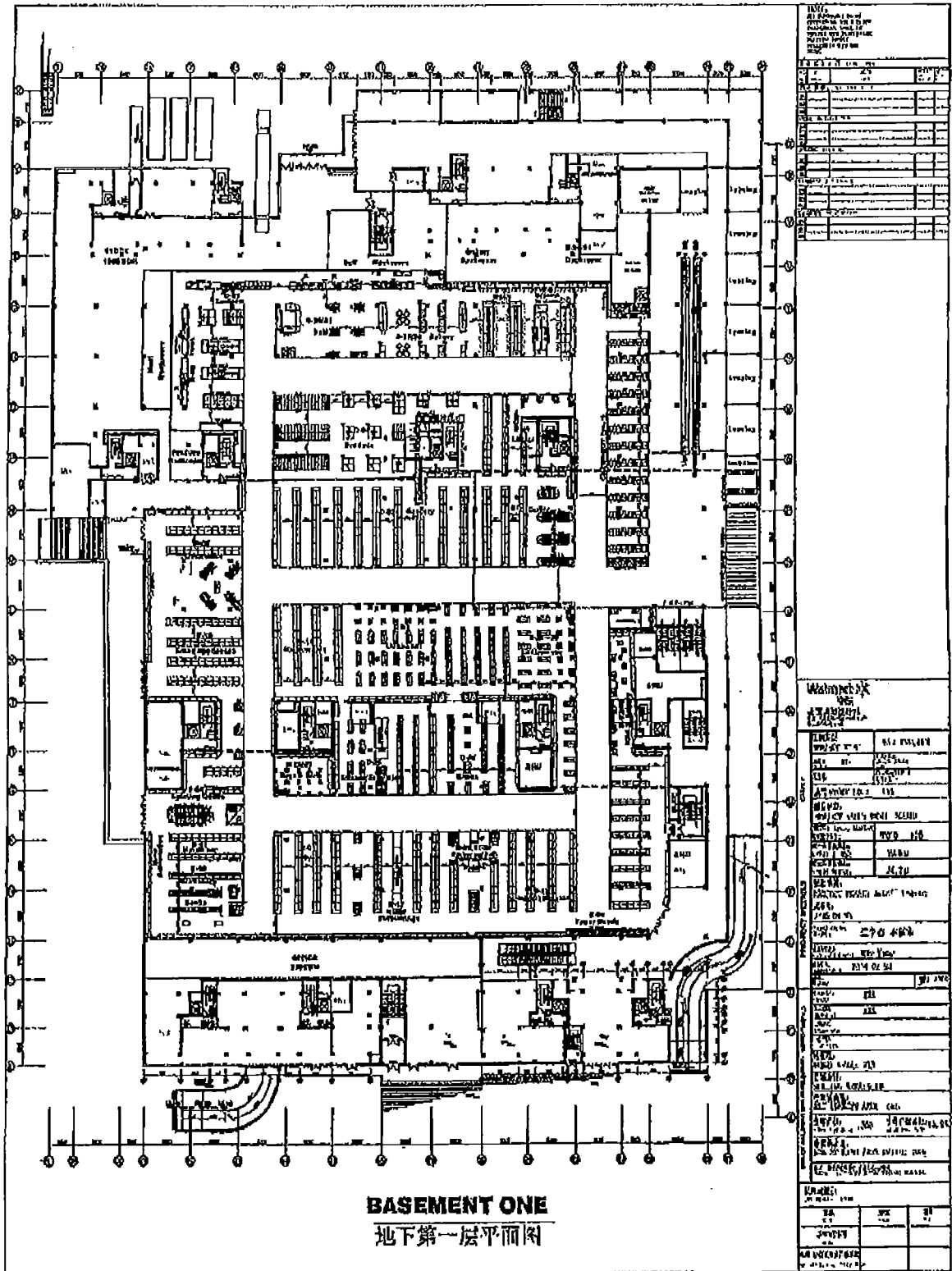
法人 (或授权代表):



签约时间: 2015年 月 日

签约地点: 辽宁省本溪市

附件: 沃尔玛平面图



BASEMENT ONE
 地下第一层平面图

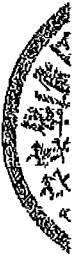
1. 工程名称: 上海... 2. 工程地点: 上海... 3. 工程规模: ... 4. 设计阶段: ... 5. 设计日期: ... 6. 设计单位: ... 7. 项目负责人: ... 8. 专业负责人: ... 9. 审核人: ... 10. 批准人: ...	
11. 设计说明: ... 12. 材料说明: ... 13. 施工说明: ... 14. 其他说明: ...	
15. 备注: ...	
16. 图例: ...	
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2015年4月27日

辽宁实华（集团）房地产开发有限公司
与
本溪同盛远实业有限公司

关于
（#2532）沃尔玛辽宁本溪南店
之

房屋买卖补充协议



甲方（卖方）：辽宁实华（集团）房地产开发有限公司

法人代表：王晶

注册地址：桓仁满族自治县桓仁镇向阳街

乙方（买方）：本溪同盛远实业有限公司

法人代表：王艺桥

注册地址：本溪市平山区解放南二路 128 栋

甲方与乙方于 2015 年 3 月 17 日签订《房屋买卖意向协议》（“该协议”）。除文义另有所指外，本补充协议所用词汇与该协议所界定者具有相同涵义。

甲方和乙方同意签订本补充协议以修改和补充该协议。甲方和乙方达成的条款如下：

1. 在该协议内所载的第三条全部删除，并以以下的新第三条完全取代：

“三 付款方式

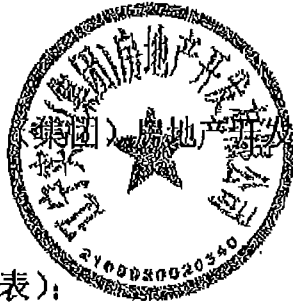
乙方促使实华发展向甲方或其提名人发行无息承兑票据，按甲方要求进行还款，惟甲方仅能在实华发展已经得到、取得及/或筹措到超过港币 200,000,000 元后才能要求实华发展进行还款。”

2. 除以上对该协议的修改外，该协议的所有其他条款的效力并未有受到改变。

3. 甲、乙双方合同执行中本着友好协商的原则,如遇分歧,双方协商解决,解决不成可向本溪市仲裁委员会提请仲裁。

4. 本协议壹式肆份,甲、乙双方各执贰份,具有同等法律效力。

甲方: 辽宁实华(集团)房地产开发有限公司



法人(或授权代表):



乙方: 本溪同盛远实业有限公司

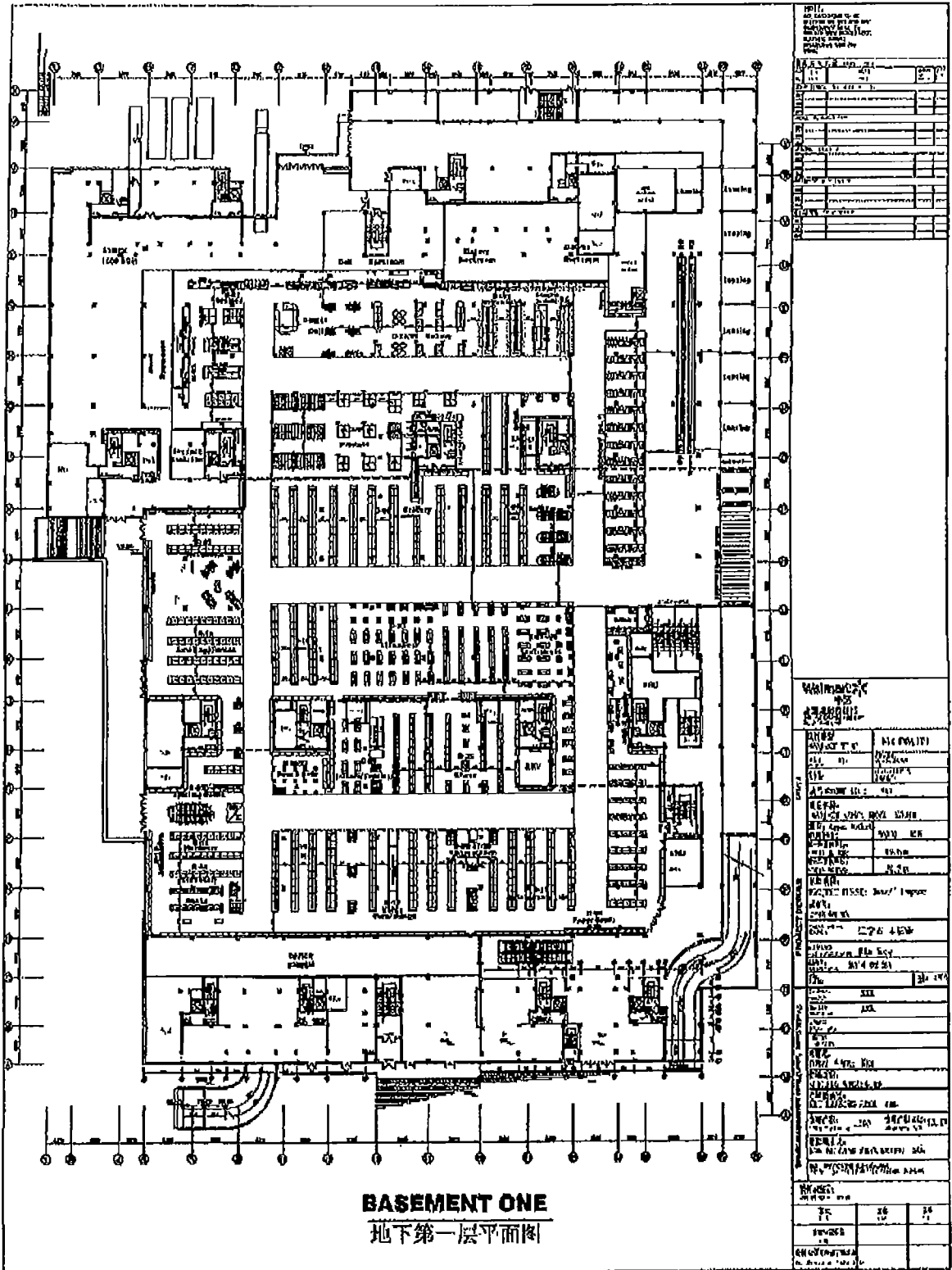


法人(或授权代表):



签约时间: 2015年4月27日

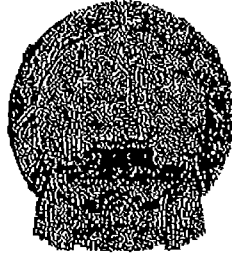
签约地点: 辽宁省本溪市



BASEMENT ONE
地下第一层平面图

METER POINT		METER POINT	
NO.	DESCRIPTION	NO.	DESCRIPTION
1		1	
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附件二：丙方企业法人营业执照



营业执照

注册号 210500400009630

名称	本溪同盛远实业有限公司
类型	有限责任公司(台港澳法人独资)
住所	本溪市平山区解放南二路128栋(实华美兰城)B2区1-2层8号
法定代表人	王艺桥
注册资本	贰仟万元人民币
成立日期	2014年10月24日
营业期限	2014年10月24日至2024年10月24日
经营范围	节能技术开发,软件产品开发;经济信息和物流信息咨询(不含市场调查、法律咨询、资信调查与评级服务);物业管理服务。(依法须经批准的项目,经相关部门批准后方可开展经营活动。)〓



登记机关

2014



日

附件三 反腐败合规条款
Exhibit III: Anti-Corruption Compliance Clause

（本附件中的承包商即为丙方）
(the CONTRACTOR in this Exhibit refers to Party C)

Part I/第一部分

CONTRACTOR is aware that the Company belongs to a multinational retail group based in the United States of America. Therefore, CONTRACTOR's performance and its service providers and suppliers must respect and be in full compliance with all relevant anticorruption laws and regulations, including but not limited to (a) the Criminal Law of the People's Republic of China, as amended and interpreted; (b) the Foreign Corrupt Practices Act (FCPA); and (c) relevant multilateral measures such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the UN Convention Against Corruption. CONTRACTOR acknowledges and is aware of the Wal-Mart Stores, Inc. Global Anti-Corruption Policy. Accordingly, CONTRACTOR agrees that in connection with its activities under this contract, neither the CONTRACTOR, nor any agent, affiliate, employee or other person acting on its behalf has or will offer, promise or give anything of value, nor make any bribe, rebate, payoff, influence, payment, kickback or other similar unlawful payment, nor authorize the payment or delivery of anything of value to any government official or political party in order to obtain or retain business, gain any unfair advantage, influence any act or decision of a foreign official, or induce a foreign official to perform or refrain from performing any act in breach of his/her legal duties.

承包商知晓，公司隶属于总部位于美国的跨国零售集团。承包商的行为以及承包商的服务提供方和供应商必须尊重并完全遵守所有相关的反腐败法律法规，包括但不限于：(a)《中华人民共和国刑法》及其所有修正案和解释；(b)《反海外腐败法》（FCPA），以及(c)相关跨国措施，例如《经济合作与发展组织禁止在国际商业交易中贿赂外国公职人员公约》和《联合国反腐败公约》。承包商确认并知晓 Wal-Mart Stores, Inc. 全球反腐败制度。因此，承包商同意，对于其在本合同项下的行为，承包商、任何代理、关联公司、雇员或者代表承包商行事的任何人均不曾，并且不会为了获得或保留业务，获取任何不公平竞争优势，影响外国官员的任何行为或决定，或是引诱外国官员违反其法律职责履行或不履行任何行为而提出提供、承诺提供或是给予任何政府官员或政党任何有价财物，也不会给予任何政府官员或政党任何贿赂、回扣、报酬、影响、付款、佣金或其他类似不法款项，并且也不会授权支付或送交任何政府官员或政党任何有价财物。

"Forbidden Transactions" include facilitation payments or payments to accelerate or ensure performance of a routine act of government and/or any operation that may entail the criminal liability of the Company under the PRC Criminal Law, as amended and interpreted.

“被禁止交易”包括疏通费或为了加快或保证政府的日常工作而支付的费用，和/或可能使公司承担《中华人民共和国刑法》（包括其修正案和解释）下刑事责任的任何运营活动。

"Legislation" shall hereinafter refer to FCPA and/or the PRC Criminal Law, as interpreted or amended. 下文中“法律”是指《反海外腐败法》和/或《中华人民共和国刑法》（包括其修正案和解释）。

Knowledge and compliance:
了解和合规:

The CONTRACTOR shall ensure that all its officers, employees, agents, advisors, directors, consultants, representatives and business associates who participate in the fulfillment of this Agreement have sufficient knowledge of the effects and provisions of the Legislation, also agreeing to adopt all requisite measures conducive to have said officers, employees, agents, advisors, directors, consultants, representatives and business associates comply with the letter and spirit of the Legislation and do not carry out any act resulting in any of the Parties being in breach of Legislation, the Wal-Mart Stores, Inc. Global Anti-Corruption Policy (the "Global Policy"), or provisions of this Exhibit.

承包商应当保证其所所有参与履行本协议的管理人员、雇员、代理人、咨询人、董事、顾问、代表和商业伙伴充分了解法律的规定和效力，同意采取有利于上述管理人员、雇员、代理人、咨询人、董事、顾问、代表和商业伙伴遵守法律文字和精神的所有必要措施，并且不从事任何导致任何成员方违反法律、Wal-Mart Stores, Inc.全球反腐败制度（“全球制度”），或本附录中的条款的行为。

Condition of employees, relatives:

雇员和亲属情况

The CONTRACTOR acknowledges being familiar with the Legislation, the Global Policy, and the Procedures and their effects, representing that none of its Representatives or those of its affiliates are Government Officials.

承包商承认熟悉法律、全球制度和程序及其效力，并且保证承包商的任何代表或其关联公司的代表都不是政府官员。

The CONTRACTOR represents having informed the Company, its subsidiaries, and affiliates in full as to all the family ties between its Representatives or those of its affiliates with Government Officials, and the CONTRACTOR agrees to notify the Company and its subsidiaries with regard to any comparable family ties arising during the effective term hereof.

承包商声明，已经将其代表或其关联公司代表与政府官员之间的家庭关系向公司、各子公司、以及关联公司进行充分披露。承包商同意向公司及其子公司披露本协议有效期内出现的有关任何同类家庭关系的信息。

No breach of Legislation:

未违反法律:

The CONTRACTOR represents that nothing of value received hereunder shall be accepted or used by the same for any purpose such as may constitute a breach of Legislation, the Policy, and the Procedures, and that neither its Employees nor its Representatives shall conduct any act constituting a breach of Legislation.

承包商声明，不应接受或使用本协议项下收到的任何有价值财物，以致于可能违反法律、制度和程序，并且保证其雇员或代表都不应从事任何违反法律的行为。

The CONTRACTOR represents it has no intention and shall not request any service, act or omission on the part of the Company such as could constitute a breach of, or result in any of the Parties being in breach of, Legislation.

承包商保证，其没有意图，也不应要求公司提供任何服务，或采取任何作为或不作为，以致于可能违反法律或者导致任何成员方违反法律。

Form of payments:

付款方式:

The Parties agree that all payments made to the CONTRACTOR in connection herewith shall be made after the Company receives the applicable invoice detailing the products or services provided during the period.

各成员方同意，向承包商支付的与本协议有关的所有款项应在公司收到包含期限内提供的具体产品或服务信息的相应发票后支付。

All payments made hereunder shall adhere to the following:

根据本协议支付的所有款项应遵守如下要求:

- Be made solely by check or bank transfer to the name or account of [CONTRACTOR] and not of an employee or representative thereof personally;
仅通过支票或银行转账方式，向[供应商]姓名或账户支付，而不能向其雇员或代表的个人姓名或账户支付;

- Be made in lawful currency; and
按合法的货币支付; 并且
- Not be in cash or bearer instruments.
不能以现金或不记名票据支付。

Prohibition against incurring in expenses for third parties:
禁止为第三方承担开支:

The CONTRACTOR shall not make any direct payments to nor incur obligations on behalf of another entity that is not a party hereto unless it has the prior express consent of the Company therefor.
承包商不应直接向非本协议成员方的第三方机构支付, 也不应为该第三方承担义务, 除非承包商获得公司针对该事项的事先明确许可。

Prohibition against illegal payments or forbidden transactions:
禁止从事非法支付或被禁止交易:

The CONTRACTOR agrees that in connection with its activities under this contract, neither the CONTRACTOR, nor any agent, affiliate, employee or other person acting on its behalf has or will offer, promise or give anything of value, nor make any bribe, rebate, payoff, influence, payment, kickback or other similar unlawful payment, nor authorize the payment or delivery of anything of value to any government official or political party in order to obtain or retain business, gain any unfair advantage, influence any act or decision of a foreign official, or induce a foreign official to perform or refrain from performing any act in breach of his/her legal duties.

承包商同意, 对于其在本合同项下的行为, 承包商、任何代理、关联公司、雇员或者代表承包商行事的任何人均不曾, 并且不会为了获得或保留业务, 获取任何不公平竞争优势, 影响外国官员的任何行为或决定, 或是引诱外国官员违反其法律职责履行或不履行任何行为而提出提供、承诺提供或是给予任何政府官员或政党任何有价财物, 也不会给予任何政府官员或政党任何贿赂、回扣、报酬、影响、付款、佣金或其他类似不法款项, 并且也不会授权支付或送交任何政府官员或政党任何有价财物。

Disclosure:
披露:

The CONTRACTOR agrees that the existence and terms of this Agreement may be fully disclosed at any time and for any reason to whomever the General Counsel of the Company determines has a legitimate need to know the same, including but not limited to the Government of the PRC, the Government of the United States of America, and/or the respective customers of any of the Parties.

承包商同意, 本协议的存在及其条款, 在任意时间, 为了任意目的, 可向公司首席法律顾问决定的任何有合法知晓上述内容需要的人员披露, 包括但不限于中华人民共和国政府、美利坚合众国政府、以及/或者成员方各自的顾客。

Audit rights:
审计权利:

No "off the books" or unrecorded funds or accounts shall be created or maintained by the CONTRACTOR for any purpose, understood as incorrectly identified transactions, nonexistent expense records, liabilities records with incorrect or different identifications or the use of false documents. The CONTRACTOR shall maintain books, accounts and records that, with a sufficient detail, accurately and clearly reflect its transactions and the disposition of funds paid hereunder. The CONTRACTOR shall also design and maintain a system of sufficient internal accounting controls to provide assurance that:

承包商不应为任何目的创设或保有任意“未入账”或者未记录的款项或账目, 包括错误确认的交易, 不存在的支出记录、包含错误或不一致证明的债务记录、或者使用伪造文件。承包商应当保证账簿、账目和记录的内容充分、细致, 能准确并且清晰地反映其交易和对按照本协议支付款项的处理。承包商还应当设计并保持一套充分的内部会计控制系统, 以保证:

- Transactions are conducted in accordance with the general or specific authorization of management;
按照管理层的普通或特别授权进行交易;
- Transactions are correctly booked to maintain an accurate record of the assets and allow for the preparation of financial statements in accordance with GAAP or any other criterion applicable to such statements;
正确记录各项交易, 以保证准确记录资产状况, 并能按照一般公认会计准则或其他任何适用于该等报表的标准准备财务报表;
- Assets may only be accessed with the general or specific authorization of management; and
只有得到管理层的普通或特别授权, 才能使用资产; 并且
- The accounting records pertaining to assets are compared with existing assets at reasonable intervals and adequate measures are taken in relation to any difference.
间隔合理的时间, 将有关资产的会计记录对照现有资产; 如有任何不一致, 则采取适当的措施。

The Company will have the right to audit all relevant invoices and documents existing in relation to the performance of this Agreement on the part of the CONTRACTOR to confirm that demands under Legislation are met with regard to the prohibition to maintain "off the books" funds, conducting incorrectly identified transactions, recording nonexistent expenses, recording incorrectly identified liabilities or differing from their purpose and using false documents.

公司将有权对与承包商履行本协议有关的所有发票和文件进行审计, 以确认有关禁止保有“未入账”款项、进行错误确认交易、记录不存在支出、记录错误确认的债务或违背目的并使用伪造文件的法律要求得到满足。

The CONTRACTOR will allow, according to the requirements of the Company and exercising good faith as between the parties, independent audits granting full access to records in relation to the work or service made or product delivered. These audits shall be conducted by an independent third parties and their cost shall be borne by the company that provides the service in question.

在遵照公司要求且各方善意履行的前提下, 承包商将允许独立审计使用与完成工作和服务或交付产品有关的全部记录。上述审计应由独立第三方完成, 并由提供存在问题的服务的公司承担费用。

The CONTRACTOR shall likewise cooperate in good faith upon any request for investigation conducted by the Company on the knowledge or any indication regarding performance of payments or Forbidden Transactions or any violation of the Legislation, the Global Policy, or the Procedures.

一旦公司知晓或发觉有关履行支付义务或被禁止交易或任何违反法律、全球制度或程序的行为, 并向承包商发出调查请求, 承包商应善意地与公司进行合作。

Opinion of counsel:

律师意见:

The CONTRACTOR shall obtain an opinion of local counsel to the satisfaction of the Company and its subsidiaries to confirm that: (a) the execution and performance of this Agreement by the Parties is lawful under the laws of the local market country; and (b) that no authorization, approval or any other act is required and no notice or filing to or with any governmental authority is needed for the due execution and performance of this Agreement.

承包商应获得公司及其子公司认可的本地律师的意见, 以确认: (a) 各方签订并履行本协议符合本地市场国家的法律; 并且 (b) 适当签署和履行本协议不须要任何授权、同意或其他任何行为, 也不需要向任何政府机构进行通知或登记。

Right of termination:

解除权:

The Company may withhold any payment due hereunder, suspend or terminate this Agreement at any time and at no further liability if it believes in good faith that the CONTRACTOR has incurred in breaches of the FCPA provisions of this agreement, including but not limited to this Appendix.

如果公司善意地认为，因为承包商的原因引发了违反本协议的 FCPA 条款，包括但不限于本附件规定的情形，公司可扣留根据本协议应付的任何款项，在任意时间中止或解除本协议，并且不承担任何后续责任。

Right to indemnity:

补偿权:

The Company shall not be liable for any claims arising under or related to unlawful activities or accusations of alleged unlawful activities of the CONTRACTOR, regardless of the nature or location of said activities. The CONTRACTOR shall defend and hold the Company harmless from and against any and all damages, penalties and/or costs incurred by same in connection with any claims arising from or related to unlawful activities of the CONTRACTOR.

对于因为供应商的违法活动或针对供应商违法活动的指控而产生的主张，以及与上述违法活动或指控有关的主张，不论上述活动的性质或地点，公司不应承担任何责任。对于因承包商的违法活动而产生的主张或与之有关的主张而由公司承担的任何和所有赔偿、处罚和/或支出，承包方应为公司辩护，并使其免受损害。

Obligation to update/report changes:

更新/报告变化的义务:

The CONTRACTOR assures all its representations and warranties included herein shall continue being true and correct throughout the term hereof. The fact that [CONTRACTOR] does not provide timely information to the Company regarding changes to the representations or warranties hereof shall be deemed a material breach of this Agreement by the CONTRACTOR, entitling the Company to terminate this Agreement immediately without liability.

承包商保证，本协议中承包商所有的声明和保证应在本协议有效期内持续保持真实和正确。如果 [承包商] 未能将本协议中的声明或保证事项的变化情况及时通知公司，应被视为承包商在本协议项下的重大违约行为，公司因此有权无责任立刻解除本协议。

The CONTRACTOR shall likewise report to the Company:

承包商应向公司报告:

- Any breach of the laws or of the executed agreement.
任何违反签订协议或法律的行为。
- Any Forbidden Transaction or payment.
任何被禁止交易或支付。
- The effectiveness of its crime prevention programs, including those contemplated by the Company and the CONTRACTOR, specifically with regard to the Global Policy and the Procedures implemented by the Company.
包括公司和承包商拟定项目在内的预防犯罪项目的有效性，尤其与公司实施的全球制度和程序有关。

Reporting Procedures for Crime Prevention Model (CPM) Violations:

违反犯罪预防模式行为的报告程序

The CONTRACTOR shall adopt all necessary measures to prevent any conduct contrary to the Global Policy and the Procedures and any act constituting bribery offenses indicated in the Criminal Law of the People's Republic of China.

承包商应采取所有必要措施,以防止任何违反全球制度和程序的行为,以及任何构成《中华人民共和国刑法》下贿赂犯罪的行为。

In case of any violation of the rules and principles under the Global Policy and the Procedures, such as the conduct of Forbidden Transactions by any worker of the CONTRACTOR, it shall immediately adopt the necessary measures to clarify the facts and prevent any possible damage to the capital or image of the Company, its subsidiaries, and affiliates.

如果违反全球制度和程序的规则和原则,例如承包商的任何工作人员实施被禁止交易,承包商应当立即采取必要措施,澄清事实并防止任何针对公司、其子公司和关联公司资金或形象的潜在损害。

The CONTRACTOR shall immediately report to its contact at the Company any suspicious conduct on the part of its workers such as could entail the criminal liability of the Company, its subsidiaries, or affiliates, notwithstanding the measures internally adopted in relation to the workers under its subordination and employment.

承包商应立即向公司的联系人汇报其工作人员的任何可疑行为,例如可能使公司、其子公司或关联公司承担刑事责任的行为,不论承包商内部对该受其指令和雇佣的工作人员采取何种措施。

Sanctions:

处罚:

It is the intention of the Parties hereto that the Company, its subsidiaries, and its affiliates be held harmless from any monetary damage or loss to its reputation, integrity and image as a result of any conducts contrary to the provisions of this schedule, to which end its reserves all pertinent legal action. Likewise, the Company, its subsidiaries, and its affiliates reserve the right to assert the following sanctions without any need for a prior court declaration, jointly or individually, depending on the seriousness of the breach, to be determined at its sole discretion:

本协议各方共同希望,公司、其子公司和关联公司不应由于任何违反本附件规定的行为而遭受任何金钱赔偿或声誉、诚信和形象方面的损失。为此,公司保留采取所有相关法律措施的权利。类似地,无需事先经法庭宣告,公司、其子公司和其关联公司保留根据违约行为的严重性自行决定联合或单方采取下列处罚措施的权利:

- **Unilateral termination of agreement:** the Company reserves its right to terminate this agreement unilaterally in case of any material breach of the terms of this schedule, written notice sufficing therefor. The CONTRACTOR shall always be deemed in material breach hereof if the CONTRACTOR or its workers or employees engage in any Forbidden Transaction.
单方解除协议:公司保留当严重违反本附件规定时单方面解除协议的权利,发出书面通知即可。如果承包商、其工作人员或其雇员从事任何被禁止交易,应视为承包商严重违反本附件的规定。
- **Penalty:** penalty of up to the equivalent of ten percent (10%) of the total value of the agreement of which this schedule is a part, which sum shall be enforced by cashing the performance bond or, at its discretion, the balances owed to the CONTRACTOR, if any, to which end it is deemed expressly authorized to proceed in this sense.
罚金:不超过本附件作为其中一部分的协议项下全部金额的百分之十(10%),执行该笔罚金应当通过兑现履约保证或,根据公司决定,兑现对承包商的欠款(如有),为此目的,应认定公司已获得如此行事的明确授权。
- **Application of the penalties in the preceding paragraph does not bar the payment of damages, if these exceed the amount covered by the respective penalties.**
如果违约金数额超过上述各项罚金的总额,上一节所规定的罚金的适用并不影响违约金的支付。

Annual certification:

年度认证:

The Company shall conduct an annual FCPA compliance certification to determine that neither the CONTRACTOR nor its Representatives have committed any act forbidden by Legislation. If the CONTRACTOR does not pass this annual certification process, the Company is authorized to terminate the Agreement before the expiration date of the Agreement as outlined in the Contract.

公司应当每年进行《反海外腐败法》合规认证，以决定承包商及其代表未从事任何法律禁止的活动。如果承包商未能通过上述年度认证程序，公司有权结束在合同中规定的协议到期日前解除本协议。

Due Diligence:

尽职调查:

The CONTRACTOR and the Company agree that this Agreement shall only be effective once the CONTRACTOR passes the Due Diligence process conducted by the Company as outlined in the Procedures.

承包商和公司同意，仅当承包商通过公司实施的程序中规定的尽职调查之后，本协议方才生效。

Part II/第二部分

管辖法律 **Governing Law**

With the exception of the provisions under this Exhibit, the validity, interpretation and implementation of this Agreement will be governed by the laws of China. If there are no applicable laws of China governing any of the matters, references will be made to generally accepted international commercial practices. The provisions of this Exhibit shall be governed by the federal law of the United States.

除本协议本附件项下的条款外，本协议的效力、解释和执行受中国法律管辖。对任何事项若无中国法律适用，则应参照通用国际商业惯例办理。本协议本附件项下的条款受美国联邦法律管辖。

争议解决 **Disputes Resolution**

The parties must first seek to resolve any dispute arising from or in connection with this Agreement through friendly consultations between the Parties. In any case involving this Exhibit, if either Party considers that the dispute may not be resolved through friendly consultations and the dispute involves Article 9.3 or any provision under this Exhibit, the party may only resolve the dispute by submitting the dispute before the South China International Economic and Trade Arbitration Commission (SCIA) (i.e. Shenzhen Court of International Arbitration) for arbitration in Shenzhen in accordance with SCIA's then effective Arbitration Rules. The presiding arbitrator shall be a practicing lawyer with expertise in the Foreign Corrupt Practices Act from a U.S. law firm. In the case of this type of arbitration, the arbitration will be conducted in Chinese and English. The arbitration award will be final and binding on the Parties. The costs and fees of the arbitration (including without limitation the attorney's fees of the winning Party) will be borne by the losing Party. If either Party fails to perform the arbitration award, the other Party may apply to a court with competent jurisdiction for the enforcement of such award and the expenses in connection with such enforcement will be borne by the non-performing Party.

凡因本协议引起的或与本协议有关的任何争议，双方必须首先尝试通过友好协商解决。在任何涉及本附件的情况下，如任何一方认为有关争议不能通过友好协商解决，并且争议涉及第 9.3 条或本附件中的任何规定，该方仅可将该争议提交华南国际经济贸易仲裁委员会（即深圳国际仲裁院），依据申请仲裁时该会当时有效的仲裁规则在深圳进行仲裁。首席仲裁员须为来自于美国律师事务所的具有反海外腐败法律经验的执业律师，并且此类争议的仲裁将以中英文进行。仲裁裁决是终局的，对双方均具有约束力。仲裁费用（包括但不限于胜诉方的律师费）由败诉方承担。如任何一方不履行仲裁裁决，另一方可向有管辖权的法院申请强制执行。与强制执行有关的费用由不履行裁决的一方承担。