

## Addendum to Terms and Conditions of Sale (People's Republic of China)

This PRC Addendum to Terms and Conditions of Sale (the "**Addendum**") provides special terms to the Terms and Conditions of Sale (the "**Conditions**"), and shall become effective upon due execution of Buyer and Seller. Terms not defined herein shall have the same meaning as in the Conditions. In case of any conflict between this Addendum and the Conditions, this Addendum shall prevail.

For the purpose of facilitating the specific transactions between the parties, after friendly consultation and mutual negotiation, the parties agree as follows:

1 The currency of payment under Article 8.1 of the Conditions shall be Renminbi Yuan, or to the extent permitted by law, US dollars. If the payment is to be made in US dollars, Buyer shall be solely responsible for going through the formalities to convert the currency and make the payment in accordance with applicable Laws. The remaining terms of Article 8.1 shall remain unchanged.

2 In the event each of the Buyer and Seller are organized under the laws of the People's Republic of China, Article 18 (Governing Law and Venue) of the Conditions shall be amended as below:

The Contract and all claims arising from the relationship between such Seller and Buyer will be interpreted, governed and enforced by the laws of the People's Republic of China, without regard to any conflict of laws principles and to the exclusion of the provisions of the United Nations Convention on the International Sale of Goods.

If any dispute, controversy or claim arising out of or in connection with this Contract cannot be settled and resolved through negotiation under Article 14 (Dispute Resolution), such dispute, controversy or claim shall be submitted to China International Economic and Trade Arbitration Commission ("CIETAC") in Beijing for arbitration under its then valid arbitration procedures and rules. The arbitration shall be conducted by three (3) arbitrators, of whom one shall be appointed by Buyer and Seller, respectively, and the third (and presiding) arbitrator shall be appointed by CIETAC. English shall be used in the arbitral proceedings. Unless otherwise agreed by the parties, all hearing materials, statements of claim or defense, award and the reasons supporting it shall be written in English. The

cost of the arbitration shall be borne by the losing party, unless otherwise determined by the arbitral tribunal. The arbitration award shall be final and binding upon both parties.

The parties agree that, without prejudice to the arbitration provisions in Article 18 hereto, either party shall be entitled to apply to a court (or via the arbitration center provided in Article 18) to restrain the other party from any proposed or actual breach, by means of injunction or similar measures, in addition to and not in limitation of any and all other remedies available to the other party and/or its affiliated companies at law or in the Contract.

3 Each of the Parties hereby agrees to comply with Article 25 (Compliance with laws) of the Conditions, and further represents and warrants that it, its personnel, partners, representatives, and agents: (1) are familiar with, the U.S. Foreign Corrupt Practices Act, as amended (the "Act"), and the anti-corruption and anti-bribery laws and regulations of the PRC (collectively with the Act, the "Anti-corruption Laws) and their purposes, and (2) have not, and will not, act or make or receive, directly or indirectly, payments, loans, or gifts of money or anything of value (including offer, promise, or authorization to act or make payments, loans, or gifts) in violation of the Anti-corruption Laws including, without limitation any prohibited payment, loan, or gift to (i) any government official, (ii) any political party or official thereof, or (iii) any person or entity under circumstances in which such party knows or has reason to know such money or thing of value will be, directly or indirectly, offered, given, or promised to a person identified in (i) or (ii), in any instance in connection with the Contract or the transactions contemplated under the Contract. For the purpose of the Contract, the term "government official" includes an employee of a government-owned or government-controlled commercial enterprise.

4 The Contract, including the Conditions and this Addendum, has been negotiated and entered into freely by the parties, who have reviewed and understood each term of the Contract following consultation with their respective counsel. Nothing in the Contract shall be interpreted against the drafting party based on any legal principles.