

STOCK CODE: 300351



# 永贵集团经销商政策 2023-2024

## Yonggui Distributor Policy

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## 1. 经销商定义(Distributor definition)

### 1.1. 定义(Definition)

为了规范产品销售的市场秩序，进一步促进资源的整合和有效利用，永贵集团（“公司”）对其经销商进行经销制管理。积极推行经销制和发展 经销商销售网络，是公司长期的经营方针。公司制定各项政策并由经销商予以遵守，是公司与经销商长期友好合作的保证。

In order to standardize the market order of product sales and further promote the integration and effective utilization of resources, Yonggui Group (the "Company") manages its distributors through a distribution system. It is the company's long-term operating policy to actively promote the distribution system and develop the distributor sales network. The company formulates various policies and the distributors abide by them, which is the guarantee of long-term friendly cooperation between the company and the distributors.

### 经销商 (Distributor)

经销商在与公司签署的现行有效的经销商协议（“经销商协议”）中规定的区域（“区域”）内承担推广公司产品、带动业务和提高市场占有率的重要职责。经销商在区域内，应充分发挥所长，关注具体的项目和客户，拓展区域或行业市场。

经销与代理的区别主要为：经销商是指如下种类的商业主体，即经销商先从公司购买产品并取得产品的所有权，然后再以其自身名义对外销售。代理商是指如下类型的商业主体，即无须从公司购买产品，由公司将其产品委托其以公司名义对外销售，双方之间不发生产品所有权转移。在经销制度下，经销商的收益来自于对客户销售价和从公司买入价的价差，而代理商的收益来自于代理合同约定所约定的代理费。

在经销模式下，经销商与公司均是独立自主、自负盈亏的企业法人，公司与经销商之间是买卖合同关系，公司是出售方，经销商是买受人。在代理模式下，代理商是公司的代理人，双方是代理与被代理的法律关系，代理商在其授权范围内所作的行为所产生的法律后果由被代理人（公司）承担。

既然公司实行经销制而非代理制，因此，经销商不得使用诸如“总代理”、“代理”或与此相类似的称谓。经销商违反该约定的，公司有权终止经销商协议，并由经销商 对公司承担相应的法律责任。

本经销商手册构成公司与经销商所签署经销商协议不可分割的一部分。公司有权单方不时修改本经销商手册并以书面形式将修改之处告知经销商，经销商在此承诺对于所有修改予以遵守。

Distributors undertake the important responsibilities of promoting the company's products, driving business and increasing market share within the region ("region") stipulated in the currently effective distributor agreement ("distributor agreement") signed with the company. Distributors in the region should give full play to their strengths, pay attention to specific projects and customers, and expand regional or industry markets.

The main difference between distribution and agency is that distributors refer to the following types of business entities, that is, distributors first purchase products from the company and obtain the ownership of the products, and then sell them externally in their own names. Agents refer to the following types of commercial entities, that is, there is no need to purchase products from the company,

and the company entrusts them to sell the products in the name of the company, and there is no transfer of product ownership between the two parties. Under the distribution system, the distributor's income comes from the price difference between the sales price to the customer and the purchase price from the company, while the agent's income comes from the agency fee stipulated in the agency contract.

Under the distribution mode, both the distributor and the company are independent corporate legal persons responsible for their own profits and losses. The relationship between the company and the distributor is a sales contract, with the company as the seller and the distributor as the buyer. In the agency model, the agent is the agent of the company, and the two parties are the legal relationship between the agent and the principal. The legal consequences of the agent's actions within the scope of its authorization are borne by the principal (company).

Since the company implements a distribution system rather than an agency system, distributors are not allowed to use titles such as "general agent", "agent" or similar titles. If the distributor violates the agreement, the company has the right to terminate the distributor agreement, and the distributor shall bear the corresponding legal responsibility to the company.

This distributor manual forms an integral part of the distributor agreement between the company and the distributor. The company has the right to unilaterally modify this distributor manual from time to time and notify the distributor of the modification in writing, and the distributor hereby promises to abide by all modifications.

## 2. 渠道的申请与评估(Channel application and evaluation)

对于希望成为公司经销商的公司，公司渠道管理部门将按照公司制定的评估方法对提出申请经销商（“**经销商候选人**”）的实力做出客观评价，由此决定是否开始合作。

For companies that wish to become distributors of the company, the channel management department of the company will evaluate

the distributors who apply (“**distributor candidates**”), and then decide whether to start cooperation.

### 2.1. 评估方法(Evaluation method)

评估标准反映经销商候选人的长远发展潜力,体现为经销商候选人在产品销售上的投入及其综合实力。综合实力包括但不限于以下几个要素：经销区域行业覆盖范围、产品的销售经验、潜在合作项目、承诺第一年的销售额、总体销售及技术人员数量、行业资质和财务状况等方面。对于部分产品线，还另行要求经销商候选人参加相关产品技术培训，并获得资格认证。

通过评估的经销商候选人将进入公司内部的认证流程,在经销商候选人遵守公司认证要求并完成认证流程后，公司将与经销商候选人签订经销商协议并颁发证书。

如出现下列任何一种情形，公司有权随时解除经销商协议并终止经销商的资格：

- ✧ 违反经销商协议的约定;
- ✧ 扰乱市场秩序或违反公司的经销商政策 (包括但不限于公司与经销商签署的经销商协议及本经销商手册所含内容);
- ✧ 不能或不向公司全部或部分支付货款;
- ✧ 有恶性的应收款记录;
- ✧ 市场销售能力低下, 或市场竞争力差; 或
- ✧ 其他不符合约定的情形。

发生以上任何一种情形, 公司有权单方终止与该经销商签订的经销商协议, 且无须承担任何形式的违约责任。被取消资格的经销商, 在两年内无权向公司申请再次成为经销商。

The evaluation criteria reflect the long-term development potential of the distributor candidate, which is reflected in the distributor candidate's investment in product sales and their comprehensive strength. Comprehensive strength includes but not limited to the following elements: distribution area industry coverage, product sales experience, potential cooperation projects, promised sales in the first year, overall sales and technical personnel, industry qualifications and financial status, etc. For some product lines, distributor candidates are also required to participate in relevant product technical training and obtain qualification certification.

The distributor candidates who pass the assessment will enter the company's internal certification process. After the distributor candidates comply with the company's certification requirements and complete the certification process, the company will sign a distributor agreement with the distributor candidate and issue a certificate .

In case of any of the following circumstances, the company has the right to terminate the distributor agreement and terminate the distributor's qualification at any time:

- ✧ Violation of the stipulations of the distributor agreement;
- ✧ Disturbing the market order or violating the company's distributor policy (including but not limited to the distributor agreement signed by the company and the distributor and the content contained in this distributor manual);
- ✧ Unable or non-payment to the Company in whole or in part;
- ✧ Has vicious records of receivables;
- ✧ low market sales capability, or poor market competitiveness; or
- ✧ Other circumstances that do not comply with the agreement.

In the event of any of the above situations, the company has the right to unilaterally terminate the distributor agreement signed with the distributor, and does not need to bear any form of liability for breach of contract. Disqualified distributors have no right to apply to the company to become a distributor again within two years.

## 2.2. 新签约经销商管理 (Newly signed distributor management)

### 2.2.1. 新签约经销商定义 (Definition of Newly Signed distributor)

新签约经销商指在签约前未曾与公司签订过任何经销商协议的法律实体。

Newly signed distributors refer to legal entities that have not signed any distributor agreement with the company before signing.

### 2.2.2. 新签约经销商的排除(Exclusion of newly signed distributors)

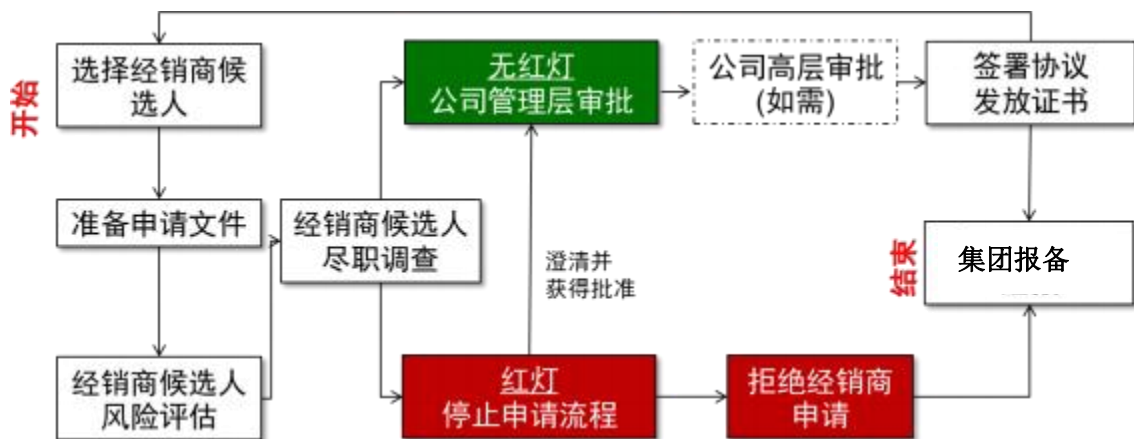
任何与公司签订过经销商协议或实质上等同于经销商协议的任何法律实体,如与公司再次签订前述种类经销商协议的, 将不被公司认为是新签约的经销商。

任何经销商不得以变更名称、设立分公司、子公司等方式“加入”公司的经销商队伍。经销商变更名称、设立子公司、分公司程序须符合本手册关于经销商分支机构、母子公司、经销商更名管理的规定。

Any legal entity that has signed a distributor agreement with the company or is substantially equivalent to a distributor agreement, if it signs the aforementioned type of distributor agreement with the company again, it will not be considered by the company as a newly signed distributor.

No distributor shall “join” the Company’s distributor team by changing its name, setting up branches, subsidiaries, etc. The procedures for changing the name of the distributor, establishing subsidiaries and branches shall comply with the provisions of this Manual on the management of the name change of the distributor’s branches, parent-subsiidiary companies and distributors.

### 2.2.3. 新签约经销商申请流程(Newly signed distributor application process)



### 经销商候选人所需提交资料 (Information required for distributor candidates) :

- ✧ 加盖经销商候选人公章并经经销商候选人合法授权代表签署的《潜在经销商调查 问卷》(样本详见附件一)；
- ✧ 经销商候选人的营业执照副本复印件并加盖公章；
- ✧ 经销商候选人最新经审计的财务报告及审计报告(如未经外部审计,则提供年度所得税汇算清缴税务局审批过的年报)；

- ✧ 经销商候选人最近一期的财务报表;
- ✧ 第三方出具的候选人资信证明 (如有); 以及
- ✧ 公司认为需要提供的其他资料。
- ✧ "Potential distributor Questionnaire" affixed with the official seal of the distributor candidate and signed by the legally authorized representative of the distributor candidate (see Appendix 1 for the sample);
- ✧ A photocopy of the business license of the distributor candidate with the official seal affixed;
- ✧ The latest audited financial report and audit report of the distributor candidate (if not externally audited, provide the annual report approved by the tax bureau for annual income tax settlement);
- ✧ Distributor candidate's most recent financial statement;
- ✧ Candidate credentials from a third party, if any; and

Other information that the company deems necessary to provide.

### 2.3. 经销商更名管理(distributor name change management)

#### 经销商更名管理(distributor name change management)

经销商由于正常经营活动的需要, 依法变更经销商名称, 原公司名称停止使用。经销商应在更名后通过公司渠道管理部负责审查并办理相关手续。

Due to the needs of normal business activities, the distributor changed the name of the distributor according to law, and the original company name ceased to be used. Distributors should be responsible for review and go through relevant procedures through the company's channel management department after changing their names.

#### 所需资料(Required materials)

- ✧ 工商行政管理部门同意更名的通知 (复印件);
- ✧ 更名后经销商的企业法人营业执照、法定代表人身份证 (复印件并加盖更名后的公章); 和
- ✧ 更名后经销商的开户银行、银行账号、通讯地址、联系人、联系方式 (包括电话、传真)。
- ✧ Notice of the administrative department for industry and commerce agreeing to change the name (copy);
- ✧ Business license of corporate legal person and ID card of the legal representative of the distributor after the name change (copies and stamped with the official seal after name change); and
- ✧ Bank of account, bank account number, mailing address, contact person, and contact information (including telephone and fax) of the distributor after the name change.

## 更名程序(Name change procedure)

- ✧ 公司渠道管理部在审核所需资料后，将经销商更名结果通知相关部门，并变更数据库中相应的内容；
- ✧ 由更名后的经销商和公司就更名事宜签订《经销商协议》的补充修改协议；和
- ✧ 经销商将原《经销商证书》退还公司渠道管理部，领取新证书。
- ✧ After reviewing the required materials, the company's channel management department will notify the relevant departments of the distributor's name change and change the corresponding content in the database;
- ✧ A supplementary modification agreement to the Distributor Agreement is signed by the rebranded distributor and the company regarding the renaming; and
- ✧ The distributor returns the original "distributor Certificate" to the channel management department of the company and receives a new certificate.

## 2.4. 经销商评估考核办法(Distributor evaluation and examination method)

公司一贯秉承公平、公正原则，采用标准的可量化衡量指标作为经销商评估考核的标准。为了更好的保持经销商的活力，公司将按半年度对经销商的销售业绩、突破领域、信用表现、经销商政策执行及商业道德规范等方面，对经销商的全方位表现进行持续的跟踪和反馈，并将根据其年度评估考核结果决定是否重新定位或是否续约。

经销商的打分卡（SCORECARD）将作为年度经销商奖励的重要依据，并决定下一年度经销商荣誉等级。

公司渠道管理部将按半年度向经销商发放打分卡。

The company has always been adhering to the principle of fairness and impartiality, and adopts standard quantifiable measurement indicators as the standard for distributor evaluation and assessment. In order to better maintain the vitality of distributors, the company will continue to track the all-round performance of distributors in terms of sales performance, breakthrough areas, credit performance, distributor policy implementation and business ethics on a semi-annual basis and feedback, and will decide whether to reposition or renew the contract based on the results of its annual assessment.

The distributor's scorecard (SCORECARD) will serve as an important basis for the annual distributor reward and determine the distributor's honor level for the next year.

The company's channel management department will issue scorecards to distributors on a semi-annual basis .



## 经销商季度沟通打分卡 (SCORECARD)

### distributor Quarterly Communication Scorecard (SCORECARD)

|                                  |  | 衡量指标<br>Metrics   | 截至上半年<br>first half | 截至下半年<br>second half | 年终考核结果<br>Annual assessment results |
|----------------------------------|--|---|---------------------|----------------------|-------------------------------------|
| 荣誉评定<br>honor assessment         | 全年销售总额<br>Total annual sales (CNY)                                       | <500,000  | 无<br>NA             |                      |                                     |
|                                  |  | >=500,000   | 黄金级<br>Gold         |                      |                                     |
|                                  |  | >=1,500,000   | 铂金级<br>Platinum     |                      |                                     |
|                                  |  | >=5,000,000   | 钻石级<br>Diamond      |                      |                                     |
|                                  | 过期应收帐款<br>Overdue payment  |   |                     |                      |                                     |
|                                  | 违反经销制度及政策<br>Violation of distribution system and policies               | 1次违反<br>1 violation   | 降1级<br>Degrade x 1  |                      |                                     |
|                                  |  | 2次违反<br>2 violations  | 降2级<br>Degrade x 2  |                      |                                     |
| 3次违反<br>3 violations             |  | 取消荣誉资格<br>disqualification  |                     |                      |                                     |
| 年度销售奖励<br>Annual Sales Incentive | 荣誉对应奖励<br>Corresponding Honor Rewards                                    |   |                     |                      |                                     |
|                                  | 黄线价格项目<br>Yellow Line Price Items  | 不计入奖励计奖基数的黄线价格项目金额<br>yellow line price items that are not included in the award calculation base |                     |                      |                                     |
|                                  | 其他<br>Others   | 其他不计入奖励计奖技术的项目金额<br>Other item amounts not included in the award calculation technology           |                     |                      |                                     |
| 奖励合计<br>Total rewards            |  |   |                     |                      |                                     |
| 奖励<br>Award                      | 经销商大会名额<br>Distributor Conference Quota                                  |   |                     |                      |                                     |
|                                  | 经销商培训奖励名额<br>distributor Training Incentive Quota                        |   |                     |                      |                                     |
|                                  | 商业促销支持 (免费样件/样本)<br>Commercial promotion support (free samples/catalogs) |   |                     |                      |                                     |
| 备注:<br>Remark:                   |  |   |                     |                      |                                     |

### 3. 价格 (Price)

经销商价格由具体产品的市场价格和经销商提供的增值服务进行约定。

distributor prices are determined by the market price of specific products and the value-added services provided by the distributor.

#### 3.1. 项目报备 (Project reporting)

##### 3.1.1. 项目报备政策 (Project reporting policy)

公司要求各经销商执行项目报备政策。

The company requires all distributors to implement the project reporting policy.

#### 基本准则 (basic principles)

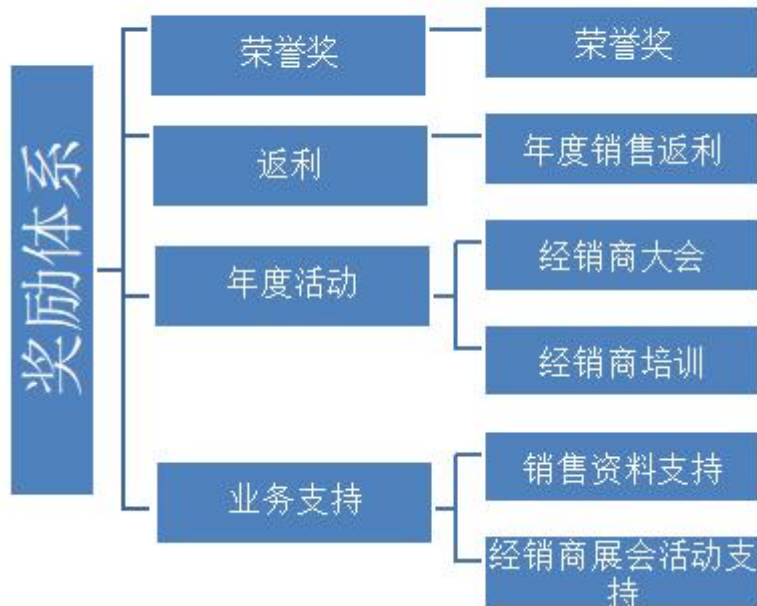
- ✧ 经销商将需要报备的项目信息通过电子邮件等方式发送给项目所在区域的大区销售经理。
- ✧ 进行报备时，公司将综合考量经销商的销售渠道是否完成了公司确认的客户拜访和/或成功地向客户推荐了公司产品。
- ✧ 项目报备不具备排他性或唯一性；项目报备遵循在先原则，但是公司有权在项目报备前期，合理安排公司资源，选择与经公司内部考量评估后最有可能赢得项目的经销商配合。
- ✧ 若经销商未作项目报备，则公司有权安排其他渠道落实客户工作。
- ✧ The distributor sends the project information that needs to be reported to the regional sales manager in the area where the project is located by email or other means.
- ✧ When filing, the company will comprehensively consider whether the distributor's sales channel has completed the company's confirmed customer visits and/or successfully recommended the company's products to customers.
- ✧ The project registration is not exclusive or unique; the project registration follows the prior principle, but the company has the right to arrange the company's resources reasonably in the early stage of the project registration, and choose to cooperate with the distributor who is most likely to win the project after the company's internal consideration and evaluation .
- ✧ If the distributor fails to report the project, the company has the right to arrange other channels to implement the customer's work.

### 4. 销售奖励 (Sales Incentives)

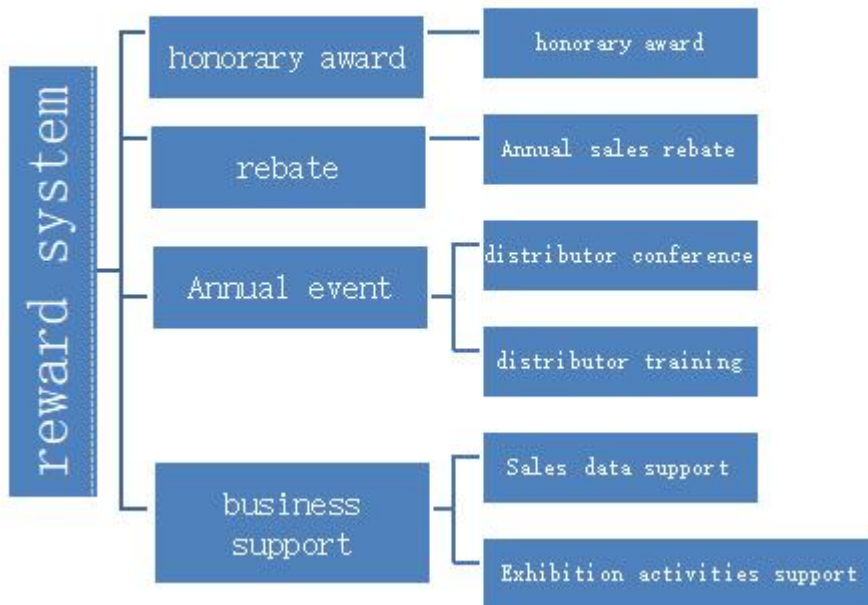
对销售业绩突出的经销商，公司将给予相应的奖励，以感谢其对公司业务发展的贡献。

The company will give corresponding rewards to distributors with outstanding sales performance to thank them for their contribution to the company's business development.

## 2023-2024 年度经销商奖励体系



## Year 2023-2024 Distributor Reward System



### 4.1. 荣誉等级 (Honor levels)

#### 4.1.1. 适用条件 (Applicable conditions)

- ✧ 系公司正式认可的, 在双方已签订经销商协议以及本经销商手册的前提下, 公司 颁发经销商认证证书的经销商。
- ✧ 按照双方签订的合同, 经销商全面适当地履行了各项义务;
- ✧ 遵守公司经销商手册及其他相关政策;

- ✧ 良好的信用记录;
- ✧ 及时提货; 以及
- ✧ 维护市场秩序, 市场竞争力强。
- ✧ It is a distributor officially recognized by the company. On the premise that both parties have signed a distributor agreement and this distributor manual, the company issues a distributor certification certificate.
- ✧ According to the contract signed by both parties, the distributor has fully and properly performed all obligations;
- ✧ Comply with the company's distributor manual and other relevant policies;
- ✧ good credit history;
- ✧ Timely delivery; and
- ✧ Maintain market order and strong market competitiveness.

#### 4.1.2. 评定基数 (Evaluation base)

评定基数 = 经销商本年度向公司直接采购的产品金额 (人民币未税)

Evaluation base = the amount of products directly purchased by the distributor from the company this year (CNY tax excluded )

#### 4.1.3. 评定标准(Evaluation criteria)

| 获奖经销商(Award Winning distributor)    | 评定标准 (Evaluation Criteria)  |
|-------------------------------------|---|
| 金牌奖经销商(Gold Award distributor)      | 评定基数 $\geq$ 50 万元 CNY(未税)<br>Evaluation base $\geq$ 500,000 (CNY tax excluded )     |
| 铂金奖经销商 (Platinum Award distributor) | 评定基数 $\geq$ 150 万元 CNY(未税)<br>Evaluation base $\geq$ 1.5 million(CNY tax excluded ) |
| 钻石奖经销商 (Diamond Award distributor)  | 评定基数 $\geq$ 500 万元 CNY(未税)<br>Evaluation base $\geq$ 5 million(CNY tax excluded )   |

#### 4.1.4. 荣誉合规性审查(Honor Compliance Review)

公司定期对经销商在业务活动中的表现进行合规性审查, 违规记录将直接影响其荣誉等级评定。其中包括下列内容:

若违反本经销商手册以及公司所在集团其他制度及政策的要求:

- ✧ 违反 1 次, 则降 1 级;
- ✧ 违反 2 次, 则降 2 级;
- ✧ 违反 3 次, 则取消荣誉经销商资格。

The company regularly conducts compliance reviews on the performance of distributors in business activities, and violation records will directly affect their honor ratings. These include the following:

If you violate the requirements of this distributor manual and other systems and policies of the company's group:

- ✧ Violation 1 time, downgrade 1 level;
- ✧ Violation 2 times, it will be downgraded by 2 levels;
- ✧ Violation 3 times, will cancel the qualification of the honorary distributor.

## 4.2. 年度销售奖励(Annual Sales Incentives)

### 4.2.1. 获奖资格(Qualifications)

上年度年终评估荣誉经销商

Last year's year-end evaluation honorary distributor

### 4.2.2. 销售奖励计算标准(Sales incentive calculation standard)

- ✧ 销售业绩奖励按截止至结算日的本年度累计销售额 (YTD Sales) 计算。
- ✧ 截至结算日经销商本年度累计销售额达到其年度累计销售目标的80%即可开始计算奖励。

受制于下述的奖励影响因素，计奖基数=经销商本年度向公司直接采购并且已支付货款的产品金额（人民币未税）。

获奖条件和计奖率

- ✧ Sales performance rewards are calculated based on the cumulative sales of the year (YTD Sales) up to the settlement date.
- ✧ As of the settlement date, the distributor's cumulative sales for the year have reached 80% of its annual cumulative sales target to start calculating the reward .

Subject to the following incentive factors, award base = the amount of products directly purchased by distributors from the company and paid for in the current year (CNY tax excluded) .

Award conditions and award rate

|                                     |                |
|-------------------------------------|----------------|
| 荣誉奖经销商Honorable Mention distributor | 计奖率Award rate% |
| 金牌奖经销商Gold Award distributor        | 1%             |
| 铂金奖经销商Platinum Award distributor    | 3%             |
| 钻石奖经销商Diamond Award distributor     | 5%             |

### 奖励计算公式 (Reward Calculation Formula)

年度销售奖励=计奖基数 X 各荣誉级对应计奖率%

Annual sales reward = award base X % of award accrual rate for each honor level

### 影响奖励的其他因素 (Other Factors Affecting Rewards)

因素一：及时付款情况——应收账款（含使用的信用）年底前必须无条件结清；

未结清的应收账款不计入奖励计奖基数；

因素二：价格因素

违反上述第 3.1 条规定的报价项目不计入奖励计奖基数；

特殊价项目（黄线价格）不计入奖励计奖基数，黄线价格在报价阶段告知经销商。

Factor 1: Timely payment status - accounts receivable (including credit used) must be settled unconditionally before the end of the year;

Unsettled accounts receivable will not be included in the award calculation base;

Factor Two: Price Factor

Quotation items that violate the provisions of Article 3.1 above will not be included in the award calculation base;

Special price items (yellow line prices) are not included in the award base, and the yellow line prices are notified to distributors at the quotation stage.

### 基本准则 (Basic Principles)

每年 12 月 31 日为奖励结算日。公司渠道管理部门将根据公司财务记录核算经销商的业绩和目标完成情况，根据上述返点率计算奖励，并于第二年一月以书面方式通知经销商奖励金额。

经销商的奖励金将用于抵扣其后续订单中的货款，不得提现。

经销商在使用奖励金前需书面确认奖励金额并提交奖励申请。申请经公司海外事业部总经理审批，双方签字盖章后生效。

经销商应在后续订单中，优先使用奖励金额抵扣订单货款，且用奖励金进货产品的价格应按经销商正常进货价计算。

December 31st of each year is the reward settlement date. The company's channel management department will calculate the distributor's performance and target completion based on the company's financial records, calculate the reward based on the above rebate rate, and notify the distributor of the reward amount in written form in January of the next year.

The distributor's bonus will be used to offset the payment for subsequent orders and cannot be withdrawn.

distributors need to confirm the reward amount in writing and submit a reward application before using the reward money. The application is approved by the general manager of the company's overseas business department, and it becomes effective after both parties sign and seal.

Distributors should give priority to using the reward amount to offset the order payment in subsequent orders, and the price of products purchased with reward money should be calculated according to the distributor's normal purchase price.

#### 4.2.3. 经销商奖励政策相关说明(Relevant instructions on distributor incentive policies)

- ✧ 所有荣誉经销商只在遵守本经销商手册和经销商协议时，方可根据本手册的约定 获得相应奖励；
- ✧ 以公司年终统计额为准；
- ✧ 有违反上述第 3.1规定的报价项目，该项目将不计入计奖基数；
- ✧ 如有持续不良信用表现或有不及时沟通还款计划或对公司催款行为不予理睬等恶性年末应收款，公司有权扣除相应的部分或全部奖励或用奖励冲抵应收款。
- ✧ 如有违反公司的经销商协议，公司有权扣除部分或全部奖励。
- ✧ 公司期望经销商积极开发客户资源。
- ✧ 公司将在每年一月对于经销商上一年的销售业绩完成情况进行统计，并评定出包括最佳销售经销商在内的相应奖项，奖项将在年度经销商大会上颁布。
- ✧ All honored distributors can only obtain corresponding rewards according to the agreement in this manual only when they abide by this distributor manual and distributor agreement;
- ✧ Based on the company's year-end statistics;
- ✧ If there is a quotation item that violates the provisions of Article 3.2.1 above, this item will not be included in the award base;
- ✧ In case of persistent bad credit performance or vicious year-end receivables such as failing to communicate the repayment plan in time or ignoring the company's reminders, the company has the right to deduct part or all of the corresponding rewards or use the rewards to offset the receivables.
- ✧ In case of violation of the company's distributor agreement, the company has the right to deduct part or all of the rewards.
- ✧ The company expects distributors to actively develop customer resources.
- ✧ The company will make statistics on the distributor's sales performance in the previous year in January each year, and evaluate corresponding awards including the best sales distributor, and the awards will be announced at the annual distributor meeting.

#### 4.3. 2023-2024 年度经销商活动(distributor Activities in 2023-2024)

公司为了加强与荣誉经销商之间的合作，将针对荣誉经销商举办各种年度活动，包括经销商大会、经销商培训等。所有经销商只在遵守本经销商手册和经销商协议时，方有资格参加公司举办的各种年度活动。

In order to strengthen cooperation with honored distributors, the company will hold various annual activities for honored distributors, including distributor conferences, distributor training, etc. All distributors are only eligible to participate in various annual events held by the company when they abide by this distributor manual and distributor agreement.

##### 4.3.1. 经销商大会(Distributor Conference)

为了更好地总结与经销商精诚合作所取得的佳绩，经公司批准，公司将每年不定期举办全球经销商大会，邀请广大经销商与公司共同分享荣耀，荣誉经销商将获得出席经销商大会的名额。参加经销商大会的具体参会人员应获得公司事先批准。



In order to better summarize the good results achieved in sincere cooperation with distributors, with the approval of the company, the company will hold a international distributor conference from time to time every year , and invite distributors to share the glory with the company. The number of distributors’ conferences. Specific participants to participate in the distributor meeting shall be approved by the company in advance.

### 经销商大会奖励名额(Distributor Conference Award Quota)

| 荣誉经销商Honorary distributor                   | 黄金级Gold | 铂金级Platinum | 钻石级Diamond |
|---|---------|-------------|------------|
| 经销商大会奖励名额Distributor Conference Award Quota | 1       | 1           | 2, VIP     |

#### 说明(Statement)

- ✧ 荣誉评定基数未达到黄金级标准，可考量长期合作关系，提出特殊申请 1 个奖励 名额出席经销商大会；
- ✧ 公司将向黄金级、铂金级经销商公司的 1 位主要负责人，钻石级经销商公司的 2 位主要负责人赠送会议期间免费入住酒店住宿房间；
- ✧ 公司将邀请钻石级经销商公司的 2 位主要负责人出席公司举办的欢迎宴会。
- ✧ 每个奖励名额的金额上限为：五千元人民币
- ✧ If the base of the honor assessment does not reach the gold level standard, a special application may be made for 1 reward quota to attend the distributor meeting in consideration of the long-term cooperative relationship;
- ✧ The company will give a free hotel accommodation room during the conference to one principal person in charge of a gold-level and platinum-level distributor company, and two principal persons-in-charge of a diamond-level distributor company;
- ✧ The company will invite two principals of the diamond distributor company to attend the welcome banquet held by the company.
- ✧ The upper limit of each award quota is: CNY 5,000

#### 4.3.2. 经销商培训(distributor training)

为了加强与荣誉经销商之间的进一步合作，提升荣誉经销商的整体水平和专业素质， 公司将针对经销商不定时举办各种培训和技能研修活动。

公司的培训课程共分两类：

- A 级培训： 基础知识培训；
- B 级培训： 概括性及应用培训；

注：培训为免费在线培训，如有现场培训需求，需双方约定费用承担责任。

In order to strengthen further cooperation with honored distributors and improve the overall level and professional quality of honored distributors, the company will hold various training and skill training activities for distributors from time to time.

The company’s training courses are divided into two categories:

- Level A training: basic knowledge training;
- Level B training: general and applied training;



Note: The training is free online training. If there is a demand for on-site training, both parties need to agree on the cost and bear the responsibility.

## 4.4. 2023-2024 年度经销商业务支持 (2023-2024 distributor business support)

### 4.4.1. 销售资料支持(Sales data support)

#### 4.4.1.1. 免费样件 (Free samples)

|                               |                 |             |                 |                |
|-------------------------------|-----------------|-------------|-----------------|----------------|
| 荣誉经销商<br>Honorary distributor | 无级别<br>No level | 黄金级<br>Gold | 铂金级<br>Platinum | 钻石级<br>Diamond |
| 额度quota (CNY)                 | ≤1000           | ≤5000       | ≤10000          | ≤20000         |

#### 4.4.1.2. 免费样本 (Free catalogs)

经销商可以选择订购公司产品样本，根据“样本目录”选择所需样本，并提交样本申请付费定购。荣誉经销商可获得免费样本奖励，经销商根据可享受的样本数量申请，超出部分经销商另行付费。

Distributors can choose to order samples of the company's products, select the required samples according to the "sample catalog", and submit sample application fee subscription. Honorary distributors can get free sample rewards, and distributors apply according to the number of samples they can enjoy, and distributors who exceed the number will pay separately.

|                                   |             |                 |                |
|-----------------------------------|-------------|-----------------|----------------|
| 荣誉经销商<br>Honorary distributor     | 黄金级<br>Gold | 铂金级<br>Platinum | 钻石级<br>Diamond |
| 简介类Introduction (pc)              | 150         | 300             | 600            |
| 行业解决方案类Industry Solutions (pc)    | 50          | 100             | 200            |
| 产品设计手册类Product Design Manual (pc) | 50          | 100             | 200            |

### 4.4.2. 经销商展会活动支持(Event support for distributors)

#### 4.4.2.1. 市场推广活动 (Marketing activities)

市场推广活动包括但不限于产品研讨会、新产品发布会和巡展等。

市场推广活动的目的是鼓励经销商积极主动以扩大公司产品市场覆盖及行业影响力的宣传活动。

市场推广活动的要求是每场活动应至少邀请 20~50 位相关合作伙伴。

经公司事先批准，公司将提供如下支持：

- ◇ 公司组织参与主题演讲
  - ◇ 组织小型高层会晤
  - ◇ 公司提供相关样本、销售资料、广告版面、演讲稿 PDF（前提是须签署相应的保密协议），公司将根据市场推广活动的具体状况决定是否提供演示产品。
  - ◇ 经销商承担主办费用，公司承担部分协办费用，具体费用分担由双方另行协商。
- 在举办市场推广活动时，经销商须指派销售、技术支持和市场相关人员提供现场支持；根据经销商所举行的市场推广活动规模大小，公司也将提供相应的现场人力支持。

活动反馈：

- ◇ 在市场推广活动结束后的 30 天内，经销商应提供本次活动的总结报告、评估

表和到场的客户名单。

◇ 公司将对市场推广活动的效果进行跟踪和评估。

Marketing activities include but are not limited to product seminars, new product launches and roadshows.

The purpose of marketing activities is to encourage distributors to take the initiative to expand the company's product market coverage and industry influence.

The requirement for marketing activities is that at least 20-50 relevant partners should be invited for each activity.

Subject to prior approval by the Company, the Company will provide support as follows:

◇ Company organizations participate in keynote speeches

◇ Organize small high-level meetings

◇ The company provides relevant samples, sales materials, advertising layouts, and PDFs of speeches (provided that the corresponding confidentiality agreement must be signed), and the company will decide whether to provide demo products according to the specific conditions of marketing activities.

◇ Distributors bear the cost of hosting, and the company bears part of the cost of co-organizing. The specific cost sharing will be negotiated separately by the two parties.

When holding marketing activities, distributors must assign sales, technical support and market-related personnel to provide on-site support; according to the scale of marketing activities held by distributors, the company will also provide corresponding on-site manpower support.

Activity Feedback:

◇ Within 30 days after the end of the marketing campaign, the distributor shall provide a summary report of the campaign, an evaluation form and a list of customers present.

◇ The company will track and evaluate the effect of marketing activities.

#### **4.4.2.2.展会及广告媒体宣传(Exhibition and advertising media**

**publicity)**公司积极鼓励经销商参加各种展会及在适合的公共媒体上投放广告或做其他宣传。若牵涉到公司的知识产权(包括但不限于 logo、商标等)产品和双方合作关系的表述,必须事先咨询公司市场部和法务部,以确保广告内容正确无误,经公司批准后方可使用。

经公司事先批准,公司将提供如下支持:

◇ 提供展会中需要的相关宣传材料(包括海报、产品手册、产品宣传材料等)。

◇ 在日常业务中为经销商提供产品资料的支持,包括产品手册、宣传材料以及相关 的宣传品设计等。

经销商如要求举办其他形式的市场推广活动,公司将视情况而定提供相应的支持。同时,公司也会邀请经销商参加由公司主导的市场推广活动。

The company actively encourages distributors to participate in various exhibitions and place advertisements or other publicity on appropriate public media. If the company's intellectual property rights (including but not limited to logos, trademarks, etc.) products and the expression of the cooperative relationship between the two parties are involved, the company's marketing department and legal department must be consulted in advance to ensure that the advertising content is correct and can only be used after approval by the company.

Subject to prior approval by the Company, the Company will provide support as follows:

- ✧ Provide relevant promotional materials (including posters, product brochures, product promotional materials, etc.) needed in the exhibition.
- ✧ Provide distributors with product information support in daily business, including product manuals, promotional materials and related promotional material design, etc.

If distributors request to hold other forms of marketing activities, the company will provide corresponding support depending on the situation. At the same time, the company will also invite distributors to participate in marketing activities led by the company.

## 5. 维修和更换服务 (Repair and Replacement Services)

### 5.1. 免费保修服务 (Free warranty service)

产品在质保期内发生由于公司过失而导致破损的情况，公司提供免费维修或者更换。

If the product breaks within the warranty period due to company's fault, the company will provide free maintenance or replacement.

### 5.2. 货到不符或开箱即损的相关服务 (Relevant services for logistics problem)

经销商收到货物之后（指工厂到货未开封的原包装纸箱，非二次经过再包装的纸箱），若发现产品外包装完好，但包装内货品与实际货品不符，或者货品在尚未安装使用时即有质量问题，在销售渠道记录出货日期起 30 天内可以凭借订货清单及有效发票申请换货。

换货方式为有货即发。经销商需要在公司批准换货起 15 天内返回问题产品，否则公司将不接受换货或退货，经销商将被认为是重新认购新产品。

After the distributor receives the goods (referring to the original unopened cartons from the factory, not the cartons that have been repacked for the second time), if the outer packaging of the product is found to be intact, but the goods in the package do not match the actual goods, or the goods have not been installed and used If there is a quality problem from time to time,

you can apply for a replacement with the order list and valid invoice within 30 days from the date of shipment recorded in the sales channel.

The method of exchange is immediate delivery. The distributor needs to return the defective product within 15 days after the company approves the replacement, otherwise the company will not accept the replacement or return, and the distributor will be considered as resubscribing for the new product.

### 5.3. 有偿维修服务(Paid maintenance)

产品超出公司所规定的保修期限、保修范围或由于未依据产品使用说明书或未依据说明书所指示的工作环境使用、维护、保管所导致的故障和损坏，销售渠道可以选择有偿维修服务。

公司有权选择以下任何一种方式提供有偿维修服务：

- ✧ 以同型号良品进行更换，若无同型号良品，则以不低于原产品性能的同系列产品进行更换；
- ✧ 对原产品进行维修。

有偿维修服务完成时限：

- ✧ 对于国内生产的产品，在国内生产商维修部件存量许可的情况下，一般 30 天内修复问题产品返回；
- ✧ 在维修期间，对于保修期内的有偿维修产品，公司在收到维修费用之后，主流产品且在备件库存量许可的情况下提供与问题产品最相近的备机。
- ✧ 对于最终用户的某些特殊要求，公司可视情况提供相应的维修状况书面说明，以便更好地配合销售渠道解决问题。

If the product exceeds the warranty period and warranty scope stipulated by the company, or the failure and damage are caused by the use, maintenance and storage of the product not in accordance with the product instruction manual or the working environment not in accordance with the instruction manual, the sales channel can choose paid maintenance services.

The company has the right to choose any of the following ways to provide paid maintenance services:

- ✧ Replace it with a good product of the same model, if there is no good product of the same model, replace it with a product of the same series whose performance is not lower than the original product;
- ✧ Repair the original product.

Completion time limit for paid maintenance service:

- ✧ For domestically produced products, if the domestic manufacturer's stock of maintenance parts permits, the problematic product will generally be repaired and returned within 30 days;
- ✧ During the maintenance period, for the paid maintenance products within the warranty period, after receiving the maintenance fee, the company will provide the most similar spare machine to the problematic product for mainstream products and if the spare parts inventory permits.

For some special requirements of end users, the company can provide corresponding written descriptions of maintenance status according to the

situation, so as to better cooperate with sales channels to solve problems.

## 6. 产品订购(Product ordering)

### 6.1. 销售订单的定义(Definition of Sales Order)

销售订单是指由经销商盖章,且经公司指定代表人签字并加盖公司合同专用章认可的标准格式订单。

公司标准的销售订单包含订购内容,数量,价格,送货时间,送货地址及其他双方均同意遵守的内容。

Sales order refers to the standard format order stamped by the distributor, signed by the company's designated representative and affixed with the company's special contract seal.

The company's standard sales order includes order content, quantity, price, delivery time, delivery address and other content that both parties agree to abide by.

### 6.2. 订购产品(Ordering Products)

经销商如需订购产品,需完整填写标准格式订单,在经大区销售经理批准后,协调内部订单确认和交付事宜。公司在收到订单后2个工作日内与经销商确认订单交付事宜。

订单需经双方确认盖章。订单生效时间将是双方最终确认盖章的时间,并开始计算订单履行时间。

若项目总额小于1万人民币,必须一次性下订单。黄线价格订单需备注。

订单生效后,订单条款将不能随意更改。更改订单需大区销售经理批准。

订单一经双方签署盖章,未经双方书面同意,不能随意取消。

If distributors need to order products, they need to fill in the standard format order completely, and coordinate internal order confirmation and delivery after approval by the regional sales manager. The company confirms the delivery of the order with the distributor within 2 working days after receiving the order.

Orders need to be confirmed and stamped by both parties. The effective time of the order will be the time when both parties finally confirm the stamping, and start to calculate the order fulfillment time.

If the total amount of the project is less than CNY 10,000, an order must be placed at one time. Yellow line price orders need to be noted.

After the order becomes effective, the terms of the order cannot be changed at will. Changes to orders require the approval of the Regional Sales Manager.

Once the order is signed and sealed by both parties, it cannot be canceled at will without the written consent of both parties.

### 6.3. 交货时间(Delivery time)

订单中注明的交货时间仅为估计,是指货物到达销售指定仓库或指定地点的预估时间。如果发生缺货原因而造成分批交货的情况,公司客服人员会事先与经销商约定具体的分批交货时间。

公司客户服务部安排发货并通知经销商具体交货时间后,经销商应在货到后立即接受货物,无故不按时接受货物,其信用度将受到控制,后续订单将不被接受,直至被解除控制。若经销商认为有特殊原因不能按时接受货物,应至少提前10个工作日与公司客户服务部联系,并需得到客户服务部的批准。临时申请更改交货时间需以书面方式提出,每笔订单仅接受一次交货时间更改。

The delivery time indicated in the order is only an estimate, which refers to the estimated time for the goods to arrive at the warehouse or place designated by the sales. In case of batch delivery due to out of stock, the company's customer service personnel will agree with the distributor in advance on the specific batch delivery time.

After the company's customer service department arranges the delivery and informs the distributor of the specific delivery time, the distributor should accept the goods immediately after the arrival of the goods. If they fail to accept the goods on time without reason, their credit will be controlled, and subsequent orders will not be accepted until they are released. control. If the distributor thinks that there are special reasons that he cannot accept the goods on time, he should contact the company's customer service department at least 10 working days in advance and obtain the approval of the customer service department. Temporary application to change the delivery time must be made in writing, and only one delivery time change is accepted for each order.

### 6.4. 送货地址(Shipping address)

双方已签定的订单只能有一个送货地址,公司只将订单发往订单约定的送货地址。订单一经签署,未经公司同意,送货地址不能随意更改。

如有特殊情况需要更改送货地址,须在约定发货日之前至少3个工作日与公司联系,并以书面方式向公司提出更改送货地址的申请(恕不接受以口头方式提出的申请)。送货地址更改申请需要得到公司的书面同意后才会被履行。

The order signed by both parties can only have one delivery address, and the company will only send the order to the delivery address agreed on the order. Once the order is signed, the delivery address cannot be changed without the consent of the company.

If you need to change the delivery address under special circumstances, you must contact the company at least 3 working days before the agreed delivery date, and submit a written application to the company for changing the delivery address (oral applications will not be accepted)

. The request to change the delivery address will only be fulfilled after obtaining the written consent of the company.

### 6.5. 送货方式 (Delivery method)

公司提供货物内陆运输委托服务。公司向经销商提供内陆运输委托服务的名单，经销商可以根据需要自行选择名单上或名单以外的运输商。该运输实际所产生的费用由经销商承担，并由经销商与运输公司自行结算，公司将不承担经销商的运输费用。

货物的风险自公司将货物交付给运输公司时即转移至经销商。为免生疑义，双方确认 货物在整个运输途中的风险由经销商自行负责。

The company provides consignment services for inland transportation of goods. The company provides distributors with a list of inland transportation entrusted services, and distributors can choose transporters on the list or outside the list according to their needs. The actual cost of the transportation shall be borne by the distributor, and shall be settled by the distributor and the transportation company. The company will not bear the transportation cost of the distributor.

The risk of the goods is transferred to the distributor when the company delivers the goods to the transport company. For the avoidance of doubt, both parties confirm that the risk of the goods during the entire transportation is the responsibility of the distributor.

### 6.6. 收货须知 (Receiving instructions)

经销商签收人员应仔细核对总箱数和各个规格的数量，以确认是否有短缺或发错。当实物与订单不符或货物有破损时，请立即在货运单上列清有异议的规格及数量，并要求在货运单上由收货人和送货人签字确认。对于货物的破损，经销商需提供有送货人签字确认的货运单及照片，并第一时间联络公司，公司将核实后快速处理。请勿与运输商私下处理，否则公司将不承担赔偿责任。

公司要求经销商能仔细检查包装，如遭到送货人拒绝，请立即与公司联系。为便于经销商清点货物，如订单签收后的 7 天内，经销商如对所收货物内容及数量有异议时，仍可向公司客户服务部提出并被受理。超过订单签收的 7 天后，此类申诉将不被受理，公司将认为货物已经安全完好的送达，并保留对上述政策的最终解释权。

The distributor's sign-off personnel should carefully check the total number of boxes and the quantity of each specification to confirm whether there is a shortage or wrong delivery. When the physical object does not match the order or the goods are damaged, please immediately list the objectionable specifications and quantities on the waybill, and require the consignee and delivery person to sign and confirm on the waybill. For the damage of the goods, the distributor needs to provide the delivery note and photos signed by the delivery person, and contact the company as soon as possible, and the company will quickly deal with it after verification. Do not deal with the transporter privately, otherwise the company will not be liable for compensation.

The company requires distributors to check the packaging carefully, and if



the delivery person refuses, please contact the company immediately. In order to facilitate the distributor to check the goods, if the distributor has any objection to the content and quantity of the goods received within 7 days after the order is signed, the distributor can still raise it to the company's customer service department and be accepted. After 7 days after the order is signed, such appeals will not be accepted, and the company will consider that the goods have been delivered safely and intact, and reserves the final right to interpret the above policy.

## 6.7. 付款方式 (Payment)

付款方式将按照双方签定的经销商协议或订单来执行。经销商应及时支付已履行的订单款项，这将直接计入经销商信用体系。如果该经销商当前信用度受控，其订单将不被接受，直至解除其信用控制的那一天。

对要求款到发货的订单，经销商应确保在约定发货日的至少前一个工作日将货款汇入公司指定的银行帐户。对于已到约定发货日期而经销商又未按时支付货款的订单，将被重新调整发货时间，并由公司客户服务部通知经销商。公司将不承担由此造成的一切后果，并保留对以上政策的最终解释权。

根据合同的约定，经销商有可能被要求支付该订单的预付款。请在下订单的同时，将预付款项支付至公司指定的帐户。只有在收到预付款的前提下，经销商的订单才被受理。

对有付款帐期的经销商，自发货之日起开始计算帐期。

对有过期应付账款的经销商，公司有权从应付账款过期之日起停止接受其订单和发货，并向其发送催款通知。在应付账款过期 30 天仍未支付的，公司将向其发送正式催款公函。在应付账款过期 60 天仍未支付的，公司有权发送律师函。对有超过 90 天过期应付账款的经销商，在其付清账款之后的两个季度内不给予任何账期。

The payment method will be executed in accordance with the distributor agreement or order signed by both parties. Distributors should pay for fulfilled orders in a timely manner, which will be directly included in the distributor credit system. If the distributor's current credit is under control, his order will not be accepted until the day when his credit control is released.

For orders that require payment upon delivery, the distributor shall ensure that the payment is remitted to the bank account designated by the company at least one working day before the agreed delivery date. For orders that have reached the agreed delivery date but the distributor has not paid the payment on time, the delivery time will be readjusted, and the company's customer service department will notify the distributor. The company will not bear all the consequences arising therefrom, and reserves the right of final interpretation of the above policies.

According to the agreement of the contract, the distributor may be required to pay the advance payment for the order. Please pay the prepayment to the account designated by the company when placing the order. distributor orders will only be processed upon receipt of an advance payment.

For distributors who have a payment account period, the account period will be calculated from the date of delivery.

For distributors with overdue accounts payable, the company has the right to stop accepting orders and shipments from the date of overdue accounts payable, and send reminders to them. If the accounts payable has not been paid within 30 days of the due date, the company will send a formal reminder letter to the account payable. The company has the right to send a lawyer's letter if the accounts payable is overdue for 60 days and has not been paid. Distributors with accounts payable more than 90 days past due will not be given any dues for two quarters after they have paid off their accounts.

## 6.8. 发票 (Invoices)

在收到经销商的货物签收单后, 公司将开发票并在七个工作日内寄往经销商处。如果经销商对发票有异议, 应在收到发票 15 天内向公司财务部提出。

After receiving the goods receipt from the distributor, the company will issue an invoice and send it to the distributor within seven working days. If the distributor has any objection to the invoice, it should submit to the company's financial department within 15 days of receiving the invoice.

## 7. 技术服务 (Technical service)

### 7.1. 指导原则 (Guiding principles)

经销商负有其集成商、最终用户提供技术服务的责任, 包括售前方案配置、技术标书制作, 售后安装指导、系统调试、排除故障等。公司提供直接针对公司销售的产品和系统的技术支持与服务。公司作为产品的制造商, 从商务关系的角度, 只与经销商之间存在业务关系。公司通过经销商为其用户提供技术服务, 同时公司也会积极主动的配合经销商并提供售前的技术支持, 具体包括:

- ◇ 客户拜访, 产品及系统解决方案介绍;
- ◇ 提供产品演示
- ◇ 提供必要的技术资料和相关业绩证明;
- ◇ 提供必要的方案配置, 技术标书咨询。

公司的服务内容不包括一切非我公司产品相关的服务, 如通讯、网络设备, 现场管线的就位、测试及故障排除等服务。

Distributors are responsible for providing technical services to their integrators and end users, including pre-sales solution configuration, preparation of technical bidding documents, after-sales installation guidance, system debugging, troubleshooting, etc. The company provides technical support and services directly for the products and systems it sells. As a manufacturer of products, the company only has business relations with distributors from the perspective of business relations. The company provides technical services to its users through distributors, and at the

same time, the company will actively cooperate with distributors and provide pre-sale technical support, including:

- ✧ Customer visits, introduction of products and system solutions;
- ✧ Provide a product demo
- ✧ Provide necessary technical information and relevant performance certificates;
- ✧ Provide necessary program configuration and technical bidding consultation.

The company's service content does not include all services not related to our company's products, such as communication, network equipment, on-site pipeline placement, testing and troubleshooting services.

## 附件一：潜在经销商调查问卷样本

### Annex 1: Sample questionnaire of potential distributors

#### QUESTIONNAIRE FOR EXISTING AND PROSPECTIVE SALES INTERMEDIARIES

##### 潜在和现有销售中介调查问卷

#### I. Introduction

Before entering into a new (or renewing an existing) business relationship, our company requires your company to complete this questionnaire. The information that you will provide will help us to assess the suitability of your company becoming (or remaining) our trusted business partner committed to the same standard of business ethics and trade compliance as our company.

Your responses to this questionnaire will be part of the information used to decide whether to enter into a new (or renew an existing) contractual relationship with your company. After completing all questions, please have your company's legal representative sign [and affix chop as appropriate].

#### I. 简介

在与我们建立（或续签）商业伙伴关系之前，我司需要贵司完成本调查问卷。贵司提供的信息将帮助我们评估贵司是否和我司一样遵循同一标准的商业道德规范和贸易合规准则，能够成为（或继续成为）我司信赖的商业伙伴。

本调查问卷中反馈的贵司信息将作为我司决定是否签订合同或续签合同时考虑的因素之一。完成本调查问卷后，请贵司法定代表人签字（并加盖印章）。

#### II. Basic company information

#### II. 基本公司信息

| <b>II.1. 基本信息</b>  |  |
|--|--|
| <b>II.1. Basic Information</b>   |  |
| 法定全称 Full legal name:  |  |
| 注册地址 Registered address:   |  |
| 注册号 Registration n°:   |  |
| 所有经营地址 All operating addresses:  |  |
| 业务范围及全年业务收入 (附上最新经审计的财务报表)<br>Lines of business & total revenue  |  |
| 电话 (主要地点办公电话)<br>Telephone (mainland/office line):   |  |
| 公司移动电话 (如有)<br>Company mobile number (if any)  |  |
| 传真 (列出主要地点办公电话) Facsimile (list mainland/office line):   |  |
| 公司网址 Website:  |  |
| 电子邮箱 E-mail address:   |  |
| <p><i>If the information was different in last 10 years and changed in the meanwhile, please provide the past information as well:</i><br/> <i>如在过去十年间信息不同且有过变更, 请同时提供之前的信息:</i></p> |  |
| 法定公司全称 Full legal name:  |  |
| 注册地址 Registered address:   |  |
| 经营地址 Operating address:  |  |
| 注册号 Registration n°:   |  |

| II.4. Who are the members of the board of directors (or similar governing board)? |            |                |                |              |
|---|------------|----------------|----------------|--------------|
| II.4. 董事会（或类似的管理组织）成员有哪些？   |            |                |                |              |
| 姓名 Name   | 住址 Address | 国籍 Nationality | 公民身份证号码 ID. n° | 电话 Telephone |
|   |            |                |                |              |
|   |            |                |                |              |
|   |            |                |                |              |

| II.5. Please list the key individual(s) involved in the company's senior management, the running operations and those who will manage the relationship with our company. II.5. 请列出参与公司的高层管理或经营的关键员工和即将负责与我司联系的员工。 |            |                |                |              |
|---|------------|----------------|----------------|--------------|
| 姓名 Name   | 住址 Address | 国籍 Nationality | 公民身份证号码 ID. n° | 电话 Telephone |
|   |            |                |                |              |
|   |            |                |                |              |
|   |            |                |                |              |

| II.6. Subsidiaries/Affiliates. Please list (or attach) an overview of all companies in which your company (or its parent companies) hold ownership interests. |            |                     |              |
|---|------------|---------------------|--------------|
| II.6. 子公司/关联公司 请列出（或附上）贵司（或母公司）持有股权利益的所有公司。   |            |                     |              |
| 法定全称 Full Legal Name  | 住址 Address | 注册号 Registration n° | 电话 Telephone |
|   |            |                     |              |
|   |            |                     |              |
|   |            |                     |              |

| II.7. Business, trade and industry association  |   |
|---|---|
| II.7. 商业，贸易和行业协会  |   |
| Please list all business, trade or industry associations in which your company holds a membership or to which your company participate or provides services. 请列出贵司拥有会员资格，贵司参与或者提供服务的所有商业，贸易或行业协会。 |   |
| 协会名称 Name of association  | 贵司参与者姓名 Name of your company's participant(s) |
|   |   |
|   |   |
|   |   |

**III. Pastor current relationship with our company**

**III. 和我司过去或者现在的关系**

**III. 1** Please briefly describe all pastor current business relationships with our company (period and location, your company's primary contact persons for the business relationship, type of business relationship).

**III. 1** 请简要描述贵司与我司之前或者现在的所有业务关系（时间和地点，贵司业务关系的主要联系人，业务关系类型）。

*If there were no past business relationship, how did your company come to learn of our company. Please list the employee(s) of your company who are in contact with employees or our company, in connection with this opportunity to work together.*

*如果之前没有业务关系，贵司是通过什么途径得知我司的相关信息的。请列出与我司员工联系的贵司员工，通过什么机会得知的。*

---

Please indicate if individuals of your company mentioned above were:

贵司以上提及的个人如是以下情况请列出：

(i) previously or currently employed by our company (if so, provide names, contact addresses, and details).

(i) 我司的前员工或者现员工（如果有，请提供名字，联系地址和所有细节）。

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(ii) are anyway related to anyone previously or currently employed by our company or its affiliates (if so, provide names, contact addresses, and details). (ii) 是否和我司或我司关联公司的前员工或现员工有关联（如果有，请提供名字，联系地址和所有细节）。

**IV. Relationships with customers**

**IV. 与客户的关系**

|  |  |
|--|--|
| <p><b>IV.1.</b> Is your company owned (even partially) by a customer of your company (or by a potential customer related to projects in the pipeline)? <i>If "Yes", please provide the ownership details (owners, ownership interest).</i></p> <p><b>IV.1.</b> 贵司是否由客户（或者是和正在进行或筹备中的项目相关的潜在客户）拥有（即使部分拥有）？</p>  | <p><input type="checkbox"/> Yes / No <input type="checkbox"/></p> <p><input type="checkbox"/> 是 / 否 <input type="checkbox"/></p> |
| <p><b>IV.2.</b> Is your company currently an agent, any other type representative or consultant of a customer? Has (or will) your company received any form of compensation from any customer related to projects in the pipeline?</p> <p><i>If "Yes", please describe the relationship and compensation.</i></p> <p><b>IV.2.</b> 贵司目前是否为客户的中介商，顾问或者任何形式的代表？贵司是否曾经（或即将）从任何正在进行或筹备中的项目相关的客户处收取任何形式的报酬？</p> <p><i>如果“是”，请描述贵司与客户的关系以及报酬的细节。</i></p>  | <p><input type="checkbox"/> Yes / No <input type="checkbox"/></p> <p><input type="checkbox"/> 是 / 否 <input type="checkbox"/></p> |
| <p><b>IV.3.</b> Is (or was) any owner, director or key individual listed in Section II "Basic Information" <u>previously</u> or <u>currently</u> employed or compensated by a customer of your company for projects in the pipeline?</p> <p><i>If "Yes", please provide their names, the list of the positions held and the period.</i></p> <p><b>IV.3.</b> 贵司在上文第二部分“基本信息”项中列出的任何股东，董事或关键人是否曾经作为正在进行或筹备中的项目相关客户的前员工或者现员工或者收取过项目相关客户的报酬？</p> <p><i>如果“是”，请提供他们的姓名，列出他们在贵司职务以及任职期间。</i></p> | <p><input type="checkbox"/> Yes / No <input type="checkbox"/></p> <p><input type="checkbox"/> 是 / 否 <input type="checkbox"/></p> |
| <p><b>IV.4.</b> Would any customer (or its employees) have a personal interest, or stand to personally benefit in <u>anyway</u>, as a result of the business relationship between our companies?</p> <p><i>If "Yes", please explain who, how, and why.</i></p>   | <p><input type="checkbox"/> Yes / No <input type="checkbox"/></p>  |

|   |   |
|---|---|
| IV.4. 贵司是否存在客户（或者员工）因为贵我两司之间的业务关系以任何方式获取个人利益？ | <input type="checkbox"/> 是 / <input type="checkbox"/> 否 |
|   |   |

**VI. Other relationships/affiliations**

**VI. 其他关系/从属关系**

|   |   |
|---|---|
| <p>VI.1. If your company acts as an agent or distributor for our company, would that be contrary to any other contractual relationship that your company, its owners, directors or key individual have with any third party?</p> <p><i>If "Yes", please identify their names and details of such contractual relationships:</i></p>   | <p><input type="checkbox"/>Yes / <input type="checkbox"/>No</p> |
| <p>VI.1. 如果贵司作为我司的中介商或者经销商，是否会对贵司或贵司的股东，董事或关键人与任何第三方之间的合同关系相违背？</p> <p>如果“是”，请说明他们的名称和合同关系的细节。</p>  | <p><input type="checkbox"/>是 / <input type="checkbox"/>否</p>    |
|   |   |
| <p>VI.2. Did your company have at anytime in the past, or do you now have, a business relationship with a company that provided in the past or now provides products or services which compete with the products or services provided by our company or any of its affiliates?</p> <p><i>If "Yes", please provide the name and additional details of all such individuals or companies:</i></p> | <p><input type="checkbox"/>Yes / <input type="checkbox"/>No</p> |
| <p>VI.2. 贵司过去或现在是否与和我司或我司关联企业所对外提供的产品或服务存在竞争关系的任何个人或单位有业务往来？</p> <p>如果“是”，请提供所有这些个人或单位的名称和其他的详细信息。</p>  | <p><input type="checkbox"/>是 / <input type="checkbox"/>否</p>    |
|   |   |

**VIII. References.**

**VIII. 证明人**

| VIII.1. Please provide at least 2 business references that can confirm the information provided in this Questionnaire |            |                  |              |
|---|------------|------------------|--------------|
| VIII.1. 请提供至少 2 名证明人，用以确认贵司在调查问卷中提供的信息。   |            |                  |              |
| 公司法定全称 Full Legal Company Name  | 住址 Address | 联系人 Contact Name | 电话 Telephone |
|   |            |                  |              |
|   |            |                  |              |



**IX. Acknowledgments and Signature.**

**IX. 确认与签署**

By completing and signing this Questionnaire, your company:

- ◇ understands and agrees that (1) our company is not bound to retain your company and that any retention would be subject to our approval (in our sole discretion) of your candidacy and a written agreement executed by our two companies; (2) your company is not permitted to carry on any business with us until both of our companies execute a written agreement governing our relationship;
- ◇ authorizes and hereby gives consent to our company and UTC to conduct a background analysis of your company and otherwise evaluate its suitability to represent our company or act as our distributor;
- ◇ authorizes and hereby gives consent to our company to process, use and share with UTC and its affiliated entities this questionnaire and any and all data and documents provided in this questionnaire or created in connection with our evaluation of your questionnaire; and
- ◇ understands and agrees that we shall be entitled to immediately terminate the candidacy of, or any existing contractual relationship, with your company and to take any other action allowed by contract or applicable law if your company fails to complete this questionnaire in a reasonable timeframe (as determined by us) or if we determine, in our sole discretion, that your company has provided any false, incomplete, or misleading statements in this questionnaire.

经填写并签署本调查问卷后， 贵司：

- ◇ 了解并同意，（1）联合技术公司没有义务聘用贵司，且任何聘用均需经联合技术公司对贵司候选人资格予以批准（由我司全权决定）并签订约束双方关系的条款条件的书面协议；（2）在联合技术公司批准贵司候选人资格且公司与贵司签订或续订约束双方关系之条款条件的书面协议前，贵司不得与我司或代表我司开展任何业务；
- ◇ 授权并同意，我司及联合技术公司对贵司进行背景调查，评估贵司是否适合作为我司代表或经销商；
- ◇ 授权并同意，我司及联合技术公司处理和使用本调查表中所提供的资料，并与联合技术公司及其关联公司共享这些资料，并且作为我司评估贵司的一项资料；
- ◇ 了解并同意，若贵司获得批准签订规定双方关系的书面协议后，如果我司发现贵司并未在合理的时间内（由我司决定）完成本调查表，或在本调查表中提供虚假、不完整或具误导性的陈述（由我司全权决定），则联合技术公司有权即时终止上述协议并采取合同或适用法律允许的任何其他行动。

|  |  |
|--|--|
| <b>公司COMPANY</b>                         |  |
| <b>授权代表REPRESENTED BY</b>                |  |
| <b>姓名NAME</b>                            |  |
| <b>职务TITLE</b>                           |  |
| <b>日期DATE</b>                            |  |
| <b>公司盖章 COMPANY CHOP (IF APPLICABLE)</b> |  |

hereby certifies that the above answers to the questionnaire are true and complete.

特此保证上述调查表的回答属实且完整。