

Hawksford

恒可富

Corporate Services Terms of Business

公司服务条款

(People's Republic of China)
(中华人民共和国)

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1. Introduction

引言

These terms of business (“**Terms of Business**”) apply to the Services which Hawksford has agreed to provide, or procure the provision of, to Clients and Managed Entities.

本服务条款（“**本服务条款**”）适用于恒可富同意向客户和受管实体提供或促使提供的服务。

2. Definitions and Interpretation

定义和释义

2.1 In these Terms of Business the following definitions apply:

在本服务条款中，以下定义适用：

- a. “**Administration Agreement**” means an agreement entered into pursuant to which Hawksford is appointed to provide Services to a Client or Client structure;

“**管理协议**”指恒可富被委托向客户或客户结构提供服务而签署的协议；

- b. “**Administrative Services**” means (i) administrative services which are ancillary or connected with the Services but which do not comprise the central management or control of any Managed Entity and/or (ii) administrative services to any person;

“**企业管理服务**”指(i)附属于服务或与服务相关但不构成任一受管实体的集中管理或控制的企业管理服务；及/或(ii)向任一人士提供的企业管理服务；

- c. “**Beneficiary**” means in relation to a corporate entity any individual having a direct or indirect interest in

such corporate entity;

“**受益人**”指就公司实体而言，在该公司实体享有直接或间接权益的个人；

- d. “**CDD**” means the client due diligence procedures which may be required to identify, and verify the identity of, any Client, any Beneficiary, any CDD Relevant Person or any person connected to the foregoing who Hawksford may reasonably wish to identify or verify the identity of;

“**客户尽职调查程序**”指可能需要用于识别及核实任一客户、受益人、客户尽职调查相关人士或恒可富合理希望识别或核实的与前述主体相关的任何人士身份的客户尽职调查程序；

- e. “**CDD Relevant Person**” means, directly and indirectly, in respect of any Client, any person who owns, has control over, settles property into or has power over such Client or on whose behalf any transaction is undertaken and any other person whose identity is, in the opinion of Hawksford, to be verified for CDD purposes;

“**客户尽职调查相关人士**”指就任一客户而言，直接或间接拥有或控制该等客户，或向该等客户授予财产或能够支配该等客户，或代表该等客户进行任何交易的任何人士，以及恒可富认为为客户尽职调查目的需要核实身份的其他任何人士；

- f. “**Client**” means, where the context permits, (i) any Managed Entity; (ii) any instigator, controller, beneficial owner or settlor of a Managed Entity to include any Principal; (iii) any

persons instructing any Hawksford Group Company or for whom Services are or are to be provided; and (iv) the beneficial owners, officers and employees of any such persons provided always that the "Client" shall not include any Hawksford Persons. In the case of an individual, the Client includes the survivor or survivors of them, and the heirs, personal representatives, estates and assigns of each of them and, in the case of a body corporate or unincorporated, includes its successors and assigns;

“客户”指根据上下文, (i)任一受管实体; (ii)受管实体的任何发起人、控制人、受益人或财产授予人, 包括任何主要人士; (iii)任何指示恒可富集团公司的人士, 或为其提供服务的人士; 及(iv)任何该等人士的受益人、管理人员和员工, 但客户不得包括任何恒可富人士。就个人而言, 客户包括该等个人的幸存者、继承者、个人代表、财产权益持有人和受让人; 就法人团体或非法人团体而言, 包括其继承人及受让人;

- g. “**Company Services**” means services provided to any corporate entity to include, incorporation services, the provision of directors or a company secretary (whether individuals or corporates), registered office services, registered agent services and all management and Administrative Services relating to such Company Services;

“**公司服务**”指向任一公司实体提供的服务, 包括设立服务、提供董事或公司秘书(无论个人还是公司)、注册办公地址服务、注册代理服务及与该等公司服务相关

的全部管理和企业服务;

- h. “**Data Protection Laws**” means any applicable law regarding the processing, privacy, and use of Personal Data, as applicable to the Client, Hawksford and its Affiliates and/or any Approved Sub-Processor relating to the services provided to the Client, including (to the extent applicable):

“**数据保护法律**”指适用于客户、与向客户提供服务相关的恒可富及其关联方及/或经认可的次级数据处理者的与个人数据的处理、隐私和使用相关的任何适用法律, 包括(在适用的范围内):

- (i) applicable PRC laws and regulations including, without limitation the Cyber Security Law of the PRC, the Provisions on Protecting the Personal Information of Telecommunications and Internet Users, the Decision of the Standing Committee of the National People’s Congress on Strengthening Network Information Protection;

适用的中国法律法规, 包括但不限于《中华人民共和国网络安全法》、《电信和互联网用户个人信息保护规定》、《全国人民代表大会常务委员会关于加强网络信息保护的决定》;

- (ii) Regulations of the European Union, the European Economic Area and their member states, including the GDPR and the Directive (and "Controller", "Processor", "Data Subject", "Personal Data", and "Processing", shall have the

meanings given to them in the GDPR); and

欧盟、欧洲经济区及其各成员国的法规，包括《通用数据保护条例》和指令（数据控制者、数据处理者、数据主体、个人数据和处理应具有《通用数据保护条例》赋予其的含义）；及

(iii) applicable laws and regulations of jurisdictions outside of the PRC and/or European Union and/European Economic Area including, but not limited to the Personal Data (Privacy) Ordinance (Cap. 486);

中国及/或欧盟和欧洲经济区外的其他司法管辖区的适用法律法规，包括但不限于《个人数据（隐私）条例（第486章）》；

i. **“Directive”** means the European Electronic Communications Directive 2002/58/EC;

“指令”指《欧洲电子通信指令》（2002/58/EC）；

j. **“Document of Value”** means documents in relation to the CDD of any Client, any Beneficiary, or any CDD Relevant Person (including, but not limited to, the constitutional documents of a company), any insurance policy documents and any other document which Hawksford may decide from time to time to treat as a Document of Value;

“重要文件”指与任一客户、受益人或客户尽职调查相关人士的客户尽职调查相关的文件（包括但不限于公司的章程）、任一保单或恒可富不时决定视作重要文件的其他任何文件；

k. **“GDPR”** means, the General Data Protection Regulation EU 2016/679;

“《通用数据保护条例》”指《通用数据保护条例》（EU2016/679）；

l. **“Hawksford”** means any Hawksford Group Company which provides the Services or any one or more of them from time to time;

“恒可富”指不时提供服务的恒可富集团公司，或一个或多个恒可富集团公司；

m. **“Hawksford Appointee”** means any person provided by any Hawksford Group Company who as part of the Services acts as director or other officer, secretary, personal representative, nominee, partner, attorney, manager, signatory, shareholder, member, registered agent or other officer;

“恒可富委派的人士”指任一恒可富集团公司提供的作为服务一部分的担任董事或其他高级管理人员、秘书、个人代表、代名人、合伙人、代理人、经理、签字人、股东、成员、注册代理人或其他管理人员的任何人士；

n. **“Hawksford Employees”** means the directors, officers, consultants, employees, contractors and/or other persons (as appropriate) of all or any Hawksford Group Company;

“恒可富员工”指任一或全部恒可富集团公司的董事、高级管理人员、顾问、员工、承包商及/或其他人士（视情况而定）；

o. **“Hawksford Group Company”** means Hawksford Holdings Limited and all its subsidiaries and affiliates (and their respective successors in title) from time to time;

- “恒可富集团公司”指 Hawksford Holdings Limited 及其不时拥有的所有子公司和关联方（及其各自的权利继承人）；
- p. “**Hawksford Persons**” means all Hawksford Appointees, Hawksford Group Companies and Hawksford Employees;
- “恒可富人士”指恒可富委派的人士、恒可富集团公司及恒可富员工；
- q. “**Letter of Engagement**” means a letter setting out the scope of Services to be provided by Hawksford, the fees and charges applicable to such Services and referring to these Terms of Business;
- “业务约定书”指载明恒可富提供的服务范围、适用于该等服务的费用和收费及参照适用本服务条款的函件；
- r. “**Losses**” means all reasonable losses, costs, expenses, damages and liabilities (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered by any person, whether or not foreseeable;
- “损失”指任何人士遭受的全部合理损失、成本、费用、损害和责任（包括但不限于直接或间接的损失、利润损失、商誉损失和所有利息、处罚和法律费用和所有其他合理的专业费用和支出），而不论是否可预见；
- s. “**Managed Entity**” means any corporation, company or other person or body for whom or to which Services are provided;
- “受管实体”指为其提供或向其提供服务的任何公司、人士或其他主体；
- t. “**Personal Information**” means any information held in respect of any Managed Entity, Client, Beneficiary, Principal and CDD Relevant Person and where any such Managed Entity, Client, Beneficiary, Principal and CDD Relevant Person is a non-natural person it means information held in respect of its staff, business contacts, shareholders, directors, officers and family members;
- “个人信息”指持有的涉及任何受管实体、客户、受益人、主要人士和客户尽职调查相关人士的任何信息；若该等受管实体、客户、受益人、主要人士和客户尽职调查相关人士为非自然人，则指持有的涉及其职员、业务联系人、股东、董事、高级管理人员和家庭成员的信息；
- u. “**PRC**” means People’s Republic of China, solely for purpose of these Terms of Business, excluding Hong Kong Special Administrative Region, Macao Special Administrative Region, and Taiwan.
- “中国”指中华人民共和国，仅为本服务条款的目的，不包括香港特别行政区、澳门特别行政区及台湾；
- v. “**Principal**” means any person having a direct or indirect beneficial interest of 25% or more of the share capital issued by a company or who is entitled to exercise or control the exercise of not less than 25% of the voting power in general meeting of a company or of any other company of which a company is a subsidiary;

“主要人士”指直接或间接拥有某一公司发行股本的 25%或以上受益权的任何人士，或在某一公司或该公司为其附属公司的公司股东会上有权行使或控制行使不少于 25%投票权的任何人士；

- w. “**Regulations**” means all laws, regulations, rules, requirements, codes of practice, policies, practices and guidelines applicable to the Services and any request or requirement of any (or any quasi) governmental, administrative, judicial or regulatory body or person;

“法规”指适用于服务的全部法律、法规、规则、要求、行为准则、政策、惯例和指南，及任何（或任何准）政府、行政、司法或监管机构或人士的任何要求；

- x. “**Services**” means the Administrative Services and Company Services provided by Hawksford;

“服务”指恒可富提供的企业管理服务和公司服务；

- y. “**Third Party Service Provider**” means any third party and such third party’s delegates (including any Hawksford Group Company) that is authorised to act on behalf of Hawksford to provide any Administrative Services.

“第三方服务提供者”指被授权代表恒可富提供任何企业管理服务的任何第三方及该等第三方的代表（包括任一恒可富集团公司）。

2.2 In these Terms of Business, the following rules of construction apply:

在本服务条款中，以下解释规则适用：

- a. capitalised terms defined in any schedule to these Terms of Business

shall have the same meaning in these Terms of Business;

本服务条款附件的术语应具有与本服务条款项下相同的定义；

- b. a reference to a paragraph or a schedule is, unless the context otherwise requires, a reference to a paragraph or a schedule to these Terms of Business;

除非上下文另有要求，对某一段落或某一附件的提及是指本服务条款中的某一段落或某一附件；

- c. words importing the singular shall include the plural (and vice versa), words importing gender include any gender;

对单数的提及应包含复数（反之亦然），对性别的提及包含任何性别；

- d. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

人士包括自然人、法人或非法人主体（无论是否具有独立法律主体资格）；

- e. headings and titles are for convenience only and shall not affect the construction or interpretation of these Terms of Business;

标题仅为方便而设，不得影响本服务条款的架构或其解释；

- f. a reference to a party includes its personal representatives, successors or permitted assigns;

对某一方的提及包括该方的个人代表、继受人或经允许的受让人；

- g. a reference to a statute or statutory provision is a reference to such

statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

对某法规或法定条款的提及是指该等法规或法定条款及其修订或重新制定；对某法规或法定条款的提及包括根据该等法规或法定条款制定的附属立法及其修订或重新制定；

- h. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

由“包括”、“包含”“特别是”或其他类似表述介绍的短语，应被理解为说明性的，不得限制在该等术语之前的词语的含义；及

- i. a reference to writing or written includes faxes and e-mails but excludes text messages or other electronic messaging services.

对“书面”的提及包括传真和电子邮件，但不包括短信或其他电子信息服务。

3. Terms of Business

服务条款

- 3.1 These Terms of Business govern the terms on which Hawksford provides Services to a Client or a Managed Entity whether or not expressly incorporated in any Letter of Engagement, Administration Agreement or other document and supersede and replace all and any prior terms of business in force in relation to any of the Services.

本服务条款适用于恒可富向客户或受

管实体提供服务的条款，无论该等条款是否明确在任何业务约定书、管理协议或其他文件中列明，并取代和替换与服务相关的全部先前有效的服务条款。

- 3.2 These Terms of Business will be deemed to have been accepted by a client by its acceptance of any of the Services and supersede any relevant prior agreement whether written or oral.

本服务条款将在客户接受任何服务时被视为已被客户所接受，并取代任何书面或口头的相关在先协议。

- 3.3 Where the provisions of these Terms of Business conflict with any agreement in relation to the Services, including for the avoidance of doubt any Letter of Engagement or Administration Agreement, the provisions of that agreement shall prevail over these Terms of Business.

若本服务条款的规定与服务相关的任何协议的规定相冲突，为免疑义包括业务约定书或管理协议，则应以该等相关协议的规定为准。

- 3.4 Hawksford reserves the right to vary these Terms of Business from time to time as it thinks fit. In the event that Hawksford proposes any changes to these Terms of Business:

恒可富保留在其认为合适的情况下不时修订本服务条款的权利。若恒可富拟修订本服务条款：

- a. Hawksford shall notify the Client in writing of such changes (if any) as it shall see fit; and

恒可富应以书面方式通知客户其认为合适的更改（如有）；及

- b. Hawksford shall publish the revised Terms of Business on its website (www.hawksford.com) at least

thirty (30) days in advance of the changes coming into effect whereupon the revised Terms of Business will take effect upon the expiry of such thirty (30) day period.

恒可富应在更改生效前至少三十(30)天在其网站(www.hawksford.com)上公布修订后的服务条款,该修订后的服务条款将在该三十(30)天期间届满后生效。

3.5 The Services provided pursuant to these Terms of Business and any Letter of Engagement or Administration Agreement are entirely distinct from any other services provided to a Client or Managed Entity by any other Hawksford Group Company. No Hawksford Group Company shall be liable for the acts or omissions of any other Hawksford Group Company.

根据本服务条款、业务约定书或管理协议提供的服务完全独立于任何其他恒可富集团公司向客户或受管实体提供的任何其他服务。恒可富集团公司不对任何其他恒可富集团公司的行为或疏忽负责。

3.6 A current copy of these Terms of Business is available upon request.

本服务条款的当前版本可根据要求提供。

4. Discretions

自由裁量权

Nothing in these Terms of Business shall limit the manner in which Hawksford may exercise discretionary powers vested in it by a Client in connection with the Services. Hawksford, in providing the Services, may as regards its discretionary or other powers, act by its properly appointed Hawksford Employees, any Hawksford Appointee and

any Third Party Service Provider.

本服务条款的任何内容不得限制恒可富行使客户授予其的与服务相关的自由裁量权的方式。恒可富在提供服务时可就其自由裁量权或其他权力通过其适当委派的恒可富员工、任一恒可富委派的人士和任一第三方服务提供者行使。

5. Professional Advice

专业建议

5.1 Hawksford does not provide legal, international tax or international investment advice and does not hold itself out as being a legal, international tax or international investment expert. Therefore, Hawksford shall not provide any Client or persons associated with such Client with advice on the legal, international financial or international tax consequences of establishing or administering any proposed corporate or other structure for which Hawksford is instructed to provide Services. For the avoidance of doubt, whilst Hawksford does not provide international tax advice, this shall not preclude the provision of accounting or tax reporting services that Hawksford may agree to provide.

恒可富不提供法律、国际税务或国际投资建议,也不将自身视为法律、国际税务或国际投资专家。因此,恒可富不得向任何客户或与该等客户相关的人士提供有关恒可富被指示提供服务的任何拟议公司或其他结构的创设或管理上的法律、国际财务或国际税务影响的建议。为免疑义,恒可富虽不提供国际税务意见,但这并不排除恒可富按约定提供会计账目或税务申报服务。

5.2 It is a condition of the provision of the Services that each Client seek independent legal, tax, investment business and other professional advice tailored to such Client's particular

circumstances and that such advice is obtained in writing on an on-going basis and is promptly shared with Hawksford. Hawksford does not undertake any duty of care to check that such advice remains complete and up to date.

提供服务的条件之一是每个客户寻求适用于该客户特定情形的独立的法律、税务、投资业务和其他专业建议，该等建议以书面形式持续性获得，并及时分享给恒可富。恒可富不负责确认该等建议是否完整及最新。

- 5.3 In order to provide a Client with information about the Services, Hawksford may explain its understanding of any legal, tax or investment advice and/or the legal, tax or financial position of the Client or Managed Entity. Such explanations will be for general information purposes only and are not to be construed as providing legal, tax and/or financial advice.

为向客户提供与服务相关的信息，恒可富可能会解释其对任何法律、税务或投资建议及/或客户或受管实体的法律、税务或财务立场的理解。但该等解释仅为一般信息目的，且不得被理解为提供法律、税务及/或财务建议。

- 5.4 Hawksford has no fiduciary or other obligations to any Client or other person to ensure that the Managed Entity remains suitable for its purposes or situation or that of any person in respect of legal, tax or financial matters. This provision will remain in effect after the Services have been terminated.

恒可富对任何客户或其他人士无信托或其他义务确保受管实体在法律、税务或财务方面始终适合于其目的或所处情形或任何人士的目的或所处情形。本条规定在服务终止后继续有效。

- 5.5 Hawksford may seek external advice on any matter concerning a Client from any person as Hawksford considers appropriate. Hawksford may request all charges and expenses incurred be paid by the relevant Client or Managed Entity. Any failure by the Client or Managed Entity to authorise such request may mean Hawksford will be unable to provide the Services.

恒可富可向其认为合适的任何人士寻求有关客户任何事项的外部建议。恒可富可要求相关客户或受管实体支付由此产生的全部费用和收费。若客户或受管实体未能授权恒可富的该等要求，这意味着恒可富将无法提供服务。

6. Client Take On and Client Due Diligence

客户接纳和客户尽职调查

- 6.1 Hawksford will not supply its Services to any Client until such time as it has been supplied with all necessary contractual documents and all CDD required by Hawksford for the purposes of satisfying its regulatory obligations in respect of anti-money laundering, combatting terrorist financing and client identification measures.

在向恒可富提供所有必需的合同文件及恒可富要求的为满足其反洗钱、打击恐怖主义融资及客户鉴别措施方面的合规义务之目的所需的所有客户尽职调查文件之前，恒可富不会向任何客户提供服务。

- 6.2 Hawksford reserves the right to terminate its Services at any time if its client acceptance procedures or CDD requirements are not completed to its satisfaction within a reasonable period from the date of request of such documentation or information required for such client acceptance and initial and on-going due diligence procedures.

若恒可富的客户接纳程序或客户尽职

调查要求在恒可富提出索要客户接纳及初始和持续性尽职调查程序所需的文件或信息之日后的合理期限内未能以令恒可富满意的方式完成，恒可富保留随时终止服务的权利。

- 6.3 Should Hawksford terminate the provision of its Services for the reason stated immediately above, any funds held by Hawksford at the date of termination shall be paid (at the option of Hawksford) only to a bank account held in the name of the relevant Client, Principal, Beneficiary, Managed Entity or other party. Further, should Hawksford receive any monies prior to completing its due diligence procedures, Hawksford may return such funds and shall not be liable for any Losses arising in connection therewith.

若恒可富因上述原因终止提供服务，恒可富在终止日持有的资金应仅支付至（由恒可富选择）以相关客户、主要人士、受益人、受管实体或其他方为户名的银行账户。此外，若恒可富在其完成尽职调查程序之前收到任何款项，恒可富可退还该等款项，但对产生的与此相关的任何损失不承担任何责任。

7. Client Covenant and Undertakings

客户的承诺

- 7.1 Each Client warrants and undertakes that:

每个客户保证及承诺如下：

- a. all assets held or transferred to a Managed Entity have been lawfully introduced and are not derived from or otherwise connected with any unlawful activity;

受管实体持有或受让的全部资产为合法取得，并非来自任何违法活动或与违法活动相关；

- b. no Managed Entity will be engaged or involved directly or indirectly in

any unlawful activity or be used for any unlawful purpose and the Client will keep Hawksford adequately informed as to all the business to be transacted in the name or on the account of the Client or Managed Entity and the Client will use all reasonable endeavours to ensure that any Managed Entity is properly managed and complies with all applicable Regulations;

受管实体未直接或间接参与或从事违法活动或被用于任何非法目的；客户将会使恒可富充分知悉以客户或受管实体的名义或为其利益进行的所有交易；客户将尽所有合理努力确保任何受管实体受到适当管理及遵守全部适用的法规；

- c. immediately upon becoming aware of the following matters, the Client shall notify Hawksford of (i) any event which could be reasonably foreseen to have a material effect on the Managed Entity, its assets or activities or upon Hawksford's willingness to continue to provide the Services (including any act or thing evidencing any of the following in respect of any Client or Managed Entity: its insolvency, its inability to pay its debts as and when they fall due, a compromise by it with its creditors, the commencement of its liquidation, winding up or dissolution, the appointment of any administrator or receiver to it or in respect of any of its assets, or any other similar or analogous event or proceeding in any jurisdiction); and (ii) any actual or threatened proceedings or investigation (and any attendant publicity) of any kind in any

jurisdiction which involves any Client and any progress thereof, and it shall promptly provide such information as Hawksford may, in its discretion, require in respect thereof;

在获悉下述情形时，客户应立即通知恒可富：(i)任何可合理预见会对受管实体或其资产、活动或对恒可富继续提供服务的意愿产生重大影响的事件（包括可证明与客户或受管实体有关的下列方面的行为或事项：破产、无力偿还到期债务、与债权人达成和解、开始清算、解散或清盘程序、与其或其资产相关的管理人或接管人的委任，或其他在任何司法管辖区域内的类似事件或程序）；及(ii)涉及客户的在任何司法管辖区的任何性质的实际或潜在的程序或调查（及任何附带的公示）及其任何进展，且客户应立即提供恒可富自行决定要求其提供的相关信息；

- d. all appropriate legal, tax, investment and other relevant advice has been taken in relation to the establishment, use and on-going conduct of any Managed Entity to which Hawksford provides Services;

已针对恒可富提供服务的受管实体的设立、使用和持续行动取得所有适当的法律、税务、投资和其他相关建议；

- e. no instructions given to or requests made of Hawksford will involve any unlawful act or contain any false, inaccurate or misleading information;

向恒可富提出的指示或要求不得涉及任何违法行为，且不得含有任何错误、不准确或误导性的信

息；

- f. where the Services comprise the provision of Hawksford Appointees for a Managed Entity, the Client will not take any action for or on behalf of the Managed Entity without Hawksford's prior written consent;

若服务包含向受管实体提供恒可富委派的人士，客户在未取得恒可富事先书面同意的情况下，不得为受管实体或代表受管实体采取任何行动；

- g. it shall provide or procure the provision of any and all information concerning any Managed Entity or its activities required in order for Hawksford to provide the Services;

客户应提供或促使提供与受管实体或其活动相关的任何以及全部信息，以满足恒可富提供服务所需；

- h. it shall without undue delay provide or procure the provision of any information and documentation required by Hawksford for the purposes of satisfying its on-going regulatory obligations in respect of anti-money laundering, combatting terrorist financing and client identification measures;

客户应且不得无故迟延地提供或促使提供恒可富为满足在反洗钱、打击恐怖主义融资及客户鉴别措施方面的持续性合规义务之目的所要求的任何信息或文件；

- i. where the Services do not comprise the preparation of financial statements/accounting records, Hawksford will be provided with financial statements at least annually prepared by a third party in form and content satisfactory to

Hawksford;

若服务不包含编制财务报表/会计记录，客户将向恒可富提供至少按年由第三方编制的财务报表，且其格式和内容令恒可富满意；

- j. it shall comply with paragraph 21.3 (*notify Hawksford of any change of circumstances*); and

其将遵守第 21.3 条的规定（*将向恒可富通知任何情况变更*）；及

- k. it will not, without the prior written consent of Hawksford (which may be given by Hawksford Appointees), whether directly or indirectly, solicit or attempt to solicit the employment of any Hawksford Appointees or Hawksford Employees involved directly or indirectly in performing the Services whilst the Services are being performed and for a period of one year following completion or termination of the Services.

在提供服务期间及在服务完成或终止后的一年期间内，在未取得恒可富的事先书面同意（可由恒可富委派的人士作出），其不得直接或间接雇佣或试图雇佣任何直接或间接参与服务提供的恒可富委派的人士或恒可富员工。

7.2 Without prejudice to paragraph 10, where the Client is more than one person:

在不损害第 10 条规定的情况下，当客户多于一人时：

- a. each such person hereby appoints the other such person(s) to act as its agent to exercise full power and authority in connection with the Services on its behalf; and

每一位该等人士特此委派其他人士作为其代理人行事，代表其行使与服务相关的全部权力和权限；

及

- b. all obligations of the Client in connection with the Services shall be joint and several.

与服务有关的客户的全部义务应是共同且连带的。

8. Force Majeure

不可抗力

Hawksford shall have no liability for any delay in performing, or failure to perform, any of its obligations hereunder or for Losses of whatever kind and wherever occurring resulting from events, circumstances or causes beyond its reasonable control to include, without limitation, acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority; collapse of buildings, fire, explosion or accident; any labour or trade dispute, non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this provision), strikes, industrial action or lockouts; interruption or failure of any utility service; computer or communication service failures, errors, omissions or distortions; and interruptions and/or delays in transmission of post or communications in any medium or format.

对于因超出恒可富合理控制的事件、情形或原因所导致的恒可富延迟或未能履行任何义务或由此造成的任何性质无论何地的损失，恒可富不承担责任，包括但不限于不可抗力、水灾、旱灾、地震或其他自然灾害、流行病、恐怖袭击、内战、内乱或骚乱、战争、战争威胁或准备、军事冲突、

实施制裁、禁运、外交关系中断、核、生物或化学污染或音爆、任何法律或政府或公共机关采取的行动、建筑物坍塌、火灾、爆炸或事故、任何劳工或贸易纠纷、供应商或分包商不履约（与依赖该条款一方为同一集团的公司除外）、罢工、工业行动或停工、公共服务停止或中断、计算机或通讯服务停止、错误、遗漏或失真以及以任何媒介或格式传输的邮件或通讯的中止及/或迟延。

9. Communications

通知

9.1 Hawksford will communicate with the Client and relevant third parties using the latest:

恒可富与客户及其他相关第三方的通知将根据其向恒可富提供的最新的下述信息作出:

- a. address;
地址;
- b. fax number;
传真号码;
- c. telephone number (including mobile telephone numbers); or
电话号码（包括移动电话号码）;
或
- d. email address,
电子邮件地址。

provided to Hawksford by such parties. Hawksford may also communicate by posting notices and information on Hawksford's website to the extent Hawksford considers it appropriate to do so.

在恒可富认为适当的程度内，其亦可通过在恒可富的网站上发布通知和信息作出通知。

9.2 Hawksford may encrypt email messages at its discretion and without assuming

any liability therefor subject to reaching agreement in writing with the Client or Managed Entity to include encryption standards and protocols.

恒可富可自行决定将邮件信息加密而不承担任何责任，但受限于与客户或受管实体达成的包含加密标准和规程的书面协议。

9.3 The security of emails cannot be guaranteed because they are transmitted over a public network and Hawksford accepts no liability in respect thereof. In addition, Hawksford shall not be liable for any misdirection, interception, corruption or failure of any communication sent by post, facsimile or email however arising.

邮件的安全不能保证，因其通过公共网络传输，恒可富对此不承担任何责任。此外，恒可富对通过邮递、传真或电子邮件发送的通知的任何误传、拦截、错误变体或失败等不承担任何责任。

10. Instructions

指示

10.1A Client or duly authorised third party may instruct Hawksford in relation to the Services:

客户或经正式授权的第三方可通过下述方式向恒可富作出与服务相关的指示:

- a. in writing; and/or
书面方式; 及/或
- b. verbally (by telephone or in person).
口头（以电话或当面告知的方式）。

10.2 Hawksford will not act on instructions sent by any messaging services or applications.

恒可富不会根据任何通过信息服务或

应用发送的指示行事。

10.3 Any communication provided to Hawksford must be sent to such address, telephone, fax number or email address as Hawksford may specify from time to time. Where instructions are given by email or fax Hawksford may ask that they be confirmed verbally. Instructions given electronically or by fax are effective only when read by the intended recipient. There may be delays in reading any instructions sent by fax or electronically and such instructions will not be acted upon immediately.

提供给恒可富的任何通信应发送至恒可富不时指定的地址、电话、传真号码或邮件地址。通过电子邮件或传真作出的指示，恒可富可能会要求口头确认。通过电子方式或传真作出的指示仅在指定接收者读取时生效。通过传真或电子方式发送的任何指示的读取可能会有迟延，该等指示将不会被立即执行。

10.4 Hawksford shall be held harmless and shall be indemnified by the Client against any and all Losses or other liability suffered by any Client, Beneficiary or Principal arising directly or indirectly as a result of Hawksford accepting instructions by telephone, fax, email, telephone or other means of communication with or without authentication.

因恒可富接受通过电话、传真、电邮或其他经认证或未经认证的通讯方式向其发送的指示而直接或间接引起的任何客户、受益人或主要人士遭受的任何及全部损失或其他责任，恒可富应免遭损害且应由客户向其赔偿。

10.5 Hawksford shall deal with and, where appropriate, act on instructions in a reasonably timely manner and

undertakes to use reasonable endeavours to do so, but does not undertake to act on instructions immediately or on the same or next business day or to meet any specific deadline (unless otherwise agreed in writing) and shall not incur any liability for any Losses arising by reason of the length of time to act upon instructions.

恒可富应以合理及时的方式处理并在合适的情况下按照指示行事，并承诺尽合理努力行事。但恒可富不承诺立即或在当天或在下一个工作日按照指示行事，或符合任何特定的最后期限（除非另行书面约定），且不对因按照指示行事的时间长度引起的任何损失承担任何责任。

10.6 Hawksford may assume, unless and until advised to the contrary, that whoever gives it instructions has authority to do so.

除非且直至收到相反的指示，恒可富假定任何向其发送指示的人士有权如此行事。

10.7 Where the Client is more than one person, unless agreed in writing, any communication or instruction sent by any one Client will be considered to have been given by all such Clients except where Hawksford knows or suspects that there may be a dispute or conflict amongst such Clients in which case Hawksford may seek instructions from each such Client.

除非另行书面约定，当客户多于一人时，任一客户发送的通知或指示应被视为全体该等客户发送的通知或指示。但若恒可富知悉或怀疑该等客户间可能存在争议或冲突，恒可富可向每一个该等客户寻求指示。

10.8 Hawksford Persons may refuse to act on any instructions that are not in writing or

if Hawksford reasonably believes that the instructions are not sufficiently clear, incomplete or ambiguous and shall not be held liable for any Losses arising from any resulting action or inaction. In such circumstances Hawksford shall take reasonable steps to confirm its instructions in writing but a failure to seek further instructions shall not affect Hawksford's liability.

恒可富人士可拒绝按照非书面形式的指示或其合理认为未足够清晰、不完整或模糊的指示行事，且不对因该等作为或不作为引起的任何损失承担任何责任。在该等情况下，恒可富应采取合理措施以书面形式确认指示，但未能寻求进一步指示不得影响恒可富的责任。

10.9 Hawksford Persons may refuse to comply with any instructions given by telephone or electronic transmission (including email or facsimile) which Hawksford suspects do not satisfy such authentication or confirmation procedures (if any) as have been notified by Hawksford to the Client or agreed by Hawksford with the Client. Hawksford Persons may also refuse to take any action or comply with any instructions where they have any suspicion that any communication or document is fraudulent or the person giving or purporting to give any communication is not duly authorised to give such communication.

若通过电话或电子传输方式（包括电邮或传真）作出的指示在恒可富看来不满足恒可富通知客户的或恒可富与客户约定的认证或确认程序（如有），恒可富人士可拒绝遵守该等指示。若恒可富人士怀疑任何通知或文件是伪造的或发送或拟发送任何通知的人士未经适当授权，恒可富人士亦可拒绝

采取任何行动或遵守任何该等指示。

10.10 Hawksford may delay acting on any instruction if it reasonably believes that it is required to do so pursuant to any applicable law or other duty which applies to Hawksford. In such circumstances Hawksford will take reasonable steps to notify the Client where permitted to do so. Hawksford accepts no liability resulting from any such delay.

若恒可富合理认为根据适用于其的法律或其他责任其应延迟按照指示行事，恒可富有权延迟行事。在该等情况下，若情况允许，恒可富将采取合理措施通知客户。恒可富对任何该等延迟造成的后果不承担任何责任。

10.11 Hawksford may refuse to take any action (and Hawksford may take such actions which Hawksford considers in good faith could prevent or mitigate a situation arising) which, in the sole opinion of Hawksford:

若任何行动存在下述情形，恒可富可自主决定拒绝采取任何该等行动（及恒可富可采取在其善意看来可阻止出现或缓解某情形的行动）：

a. may contravene any Regulation or be inconsistent with any fiduciary or other duty owed by any Hawksford Person or Managed Entity; or

可能会违反任何法规或与任何恒可富人士或受管实体应承担的任何信托义务或其他责任相冲突；或

b. may cause any Hawksford Person to be liable, for the payment of money or in any other way, unless it is indemnified to its reasonable satisfaction in advance (including as to the sources from which such indemnification obligation will be

met); or

可能导致任一恒可富人士承担付款或任何其他方面的责任，除非恒可富人士事先得到合理满意的赔偿（包括满足该等赔偿义务的来源令恒可富人士满意）；或

- c. could result in damage to the reputation or good standing of any Hawksford Person.

可能对任一恒可富人士的声誉或良好信誉造成损害。

10.12 Hawksford Persons may take any of the actions in paragraph 10.13 in the event that:

若存在下列情形，恒可富人士可采取第 10.13 条所列的任何行动：

- a. any demand is made against a Managed Entity for payment of any sum due including any taxes, duties, fees or other governmental or state impositions and such payment has not yet been made; or

任何针对受管实体的索要其支付到期款项的要求，包括税款、关税、费用或政府或国家的其他征收，且该等款项尚未支付；或

- b. any Hawksford Person requires instructions from the Client and/or a Managed Entity and has been unable to obtain instructions within a reasonable time which it considers adequate and proper.

任一恒可富人士向客户及/或受管实体寻求指示但在其认为充分和适当的合理期间内未能获得指示。

10.13 In the events described in paragraph 10.12, any Hawksford Person may:

在第 10.12 条所列的情形下，任一恒可富人士可：

- a. take no further action on a particular

matter; or

对某一特定事项不采取进一步行动；或

- b. take no further action in relation to the Client or any Managed Entity; or
就客户或任何受管实体不采取进一步行动；或
- c. utilise any assets of any Managed Entity (or any assets held by it on behalf of the Client) in or towards the satisfaction of any such demand.

利用受管实体的任何资产（或任何由其代表客户持有的资产），以满足任何该等要求。

10.14 No liability shall attach to any Hawksford Person in respect of or in connection with:

任何恒可富人士不承担任何下述方面或与下列情形有关的责任：

- a. its failure to comply with any instruction or communication which are not in writing or which it considers to be unclear, contradictory, incomplete, ambiguous or to contain errors; or

其未能遵守任何非书面形式的指示或通知或其认为不清晰的、矛盾的、不完整的、模糊的或含有错误的指示或通知；或

- b. the non-receipt of any instruction or communication, written or otherwise; or

其未收到书面或其他形式的指示或通知；或

- c. the lack of authority of any person purportedly giving instructions on behalf of the Client; or

拟代表客户作出指示的任何人士无权限如此行事；或

- d. any action or inaction (including any failure to comply with any instructions) in accordance with the provisions of these Terms of Business.

依据本服务条款规定的任何作为或不作为（包括未能遵守任何指示）。

10.15 Where Hawksford exercises a discretionary power or fiduciary duty, it shall not be obliged to seek or act in accordance with any purported instructions from any Beneficiary.

若恒可富行使自由裁量权或信托责任，其无义务寻求或根据任何受益人的任何声称指示行事。

11. Recording and Monitoring of Communications

记录和监控通讯

To assist Hawksford to improve its service, carry out Client instructions and in the interests of accuracy and security, Hawksford may monitor and/or record all communications including telephone calls and the Client consents to such monitoring and/or recording. Such recordings shall be and remain the sole property of Hawksford and Hawksford shall have the authority to deliver copies or transcripts of such recordings to any court, tribunal, arbitrator or regulatory authority of competent jurisdiction as it sees fit.

为协助恒可富提升其服务、履行客户的指示及为准确及安全性的目的，恒可富可监控及/或记录包括电话通话在内的所有通讯，且客户同意该等监控及/或记录。该等记录应为且始终为恒可富单独所有的财产，且恒可富有权将该等记录的副本交付给任何其认为合适的具有管辖权的任何法院、法庭、仲裁员或其他监管机构。

12. Fees

费用

12.1 Hawksford shall be entitled to its fees as set out in a Letter of Engagement or Administration Agreement in relation to the Services in question. In addition, a sundry expenses charge of 7% will be included in each invoice to cover general disbursements/miscellaneous fees which it is not practical to charge on a provision basis such as those relating to telephone calls, domestic courier costs, in house printing, photocopying and scanning charges.

恒可富有权按照与服务有关的业务约定书或管理协议的规定收取费用。另外，恒可富将在每张发票中添加 7% 的杂项费用的收费，该等收费基于恒可富对杂项费用的预估，例如电话费、国内快递费、打印费、影印费和扫描费用。

12.2 Unless Hawksford has agreed to provide its Services on a fixed fee basis, fees will be based on time spent by Hawksford Employees in providing the Services. Hawksford will take into account, when assessing rates and bills generally, other factors including the importance, urgency and complexity of the matter in question. Time spent is based on hourly rates, divided into six minute units, in respect of the time spent working on a Client matter, or as otherwise agreed with the Client or Managed Entity. Six minute units are rounded-up to the nearest six minutes.

除非恒可富同意按照固定费用提供服务，费用应以恒可富员工提供服务所花费的时间为基础。恒可富在确定费率和账单时，将考虑包括相关事项的重要性、紧迫性及复杂性在内的其他因素。在某一客户事项上花费的时间或与客户或受管实体另行约定的时间

基于每小时费率以六分钟为单位计算。六分钟单位将适用四舍五入原则。

12.3 Hawksford will endeavour to ensure that client work is suitably allocated so that the hourly rate is appropriate to the level of responsibility undertaken.

恒可富将努力确保客户的工作得到适当分配，以使小时费率适合所承担的责任水平。

12.4 Each Client or Managed Entity shall maintain or procure the maintenance of a minimum cash balance being the greater of RMB50,000 (or its foreign currency equivalent if applicable) or an amount sufficient to discharge its liabilities (to include taxes, fees and disbursements) falling due within twelve months.

每个客户或受管实体应维持或促使维持最低现金余额，该最低现金余额以人民币 50,000 元（或其等额外币，如适用）或足够偿还在十二个月内到期负债（包括税款、费用和支出）的金额二者较高者为准。

12.5 Hawksford shall be entitled to review and increase its fees annually:

- a. in line with China's Consumer Price Index (National Bureau of Statistics) for the twelve month period immediately preceding such review;
- b. in line with the rates published in its Fee Schedule;
- c. by such amount as may be agreed in a Letter of Engagement or otherwise in writing by Hawksford and the Client;

provided that in respect of paragraphs 1.1.a.a and 1.1.a.b, Hawksford shall notify the Client in writing of such fee increase at least thirty (30) days in advance of such increase taking effect.

恒可富有权按年度审核并提高其费用：

- a. 按照费用审核前十二个月期间的中国居民消费价格指数（国家统计局公布数据）；
- b. 按照恒可富公布的费用表内的费率；
- c. 按照恒可富和客户在业务约定书中或以其他书面形式约定的费用增加数额；

但前提是在上述第 1.1.a.a 和 1.1.a.b 条的情形下，恒可富应在该等费用增加生效前至少提前三十 (30) 天书面通知客户。

12.6 Hawksford will have no liability for any Losses suffered by any person including a Managed Entity arising directly or indirectly from a Client's or Managed Entity's failure or refusal to provide Hawksford with sufficient cash to pay fees and expenses (except where such Losses result from Hawksford's gross negligence, wilful default or fraud).

因客户或受管实体未能或拒绝向恒可富支付足够的费用或成本而直接或间接引起的包括受管实体在内的任何人士的损失，恒可富不承担任何责任（除非该等损失因恒可富的重大过失、故意或欺诈造成）。

13. Payment

付款

13.1 Hawksford reserves the right to seek payment of fees in advance. Fees payable in advance are not refundable in whole or in part should the Client terminate its agreement with Hawksford for the provision of the Services and/or terminate by any means the Managed Entity and/or move to another service provider.

恒可富保留提前收取费用的权利。若客户终止其与恒可富关于提供服务的协议及/或以任何方式终止受管实体及/或转移至另一服务提供者，提前支付的费用不予全部或部分退还。

13.2 Where fees are charged on a fixed fee basis, Hawksford may settle such fees from assets at the disposal of the Managed Entity as they fall due. Where fees are charged on a time spent basis Hawksford shall use its reasonable endeavours to inform and obtain the approval of the Managed Entity, any Principal or the Client, in relation to such time spent fees.

若恒可富收取的为固定费用，恒可富可在该等费用到期时从受管实体可支配的资产中结算。若费用以花费的时间为基础计算，恒可富应使用合理努力将该等所花费时间的费用通知受管实体、任何主要人士或客户，并取得其认可。

13.3 All third party disbursements will ordinarily be charged as they arise and be added to the next invoice issued. Hawksford reserves the right to request payment on account of actual or anticipated future expenditure in a matter.

所有第三方的费用通常会在该等费用产生时收取，并将添加至下一张开具的发票中。恒可富保留根据某一事项实际或未来可期的支出索要付款的权利。

13.4 Unless otherwise agreed with a Client, Hawksford will issue invoices for the Services on a quarterly or annual basis. Payment of Hawksford's fees shall become due immediately upon presentation of an invoice and shall be made without set-off or deduction. Payment of fees and disbursements to Hawksford in respect of the Services in relation to any Managed Entity shall be settled from the assets of such Managed Entity if not settled within 30 days of request.

除非与客户另行约定，恒可富将按季

度或年度向客户针对服务开具发票。恒可富的费用应在出具发票时立即支付，且不得抵扣或扣减。若未在提出请求后 30 天内支付，则与任何受管实体相关的应向恒可富支付的服务费用和支出，应以该等受管实体的资产结算。

13.5 If any fees, disbursements or other expenses remain unpaid 30 days after the date of invoice, Hawksford shall be entitled to charge interest on such outstanding amounts with effect from the date of invoice at a daily rate of 0.1% or such greater amount as may be permitted under applicable law and Hawksford shall be under no obligation to carry out any further work in relation to any Managed Entity on any matter until all overdue amounts (including default interest thereon) have been paid in full. Hawksford shall bear no liability or responsibility for the consequences of suspension or cessation of Services in these circumstances.

若任何费用、支出或其他花费未在发票出具之日后 30 天内支付，恒可富有权就该等未支付的款项从发票日开始按日收取该等未支付款项 0.1% 或适用法律允许的更高数额的逾期利息，且在所有到期款项（包括逾期利息）被足额付清之前，恒可富无义务就任何受管实体的任何事项进行任何进一步的工作。在该等情况下，因服务中止或暂停导致的后果，恒可富不承担任何责任。

13.6 The fees payable to Hawksford represent debts payable by the Client and shall have priority over the interests of any Beneficiary and shall be exclusive of all costs, deductions and expenses incurred in relation to the Services.

向恒可富应付的费用为客户应向恒可富支付的债务，应优先于任何受益人的利益，且不包括与服务相关的所有

成本、扣减及支出。

13.7 To the extent that any Managed Entity is unable to meet Hawksford's fees, expenses and properly incurred disbursements out of the assets of the Managed Entity, the Client shall be responsible for settling all such fees, expenses and disbursements and the Client undertakes to pay and guarantees the due payment of all fees, taxes and disbursements payable in respect of the Services under these Terms of Business and any Letter of Engagement or Administration Agreement.

若任何受管实体未能用其资产满足支付恒可富的费用、花费及适当产生的支出的要求，客户应负责支付该等费用、花费和支出，且客户承诺支付并保证支付在本服务条款和任何业务约定书或管理协议项下与服务相关的到期应付的全部费用、税费及支出。

13.8 Hawksford shall be entitled to recover, on a full indemnity basis, the costs it incurs (whether in PRC or elsewhere) in seeking payment of overdue fees, expenses and disbursements to include the costs of debt collectors, professional advisers and court costs.

恒可富应有权就其索要逾期费用、花费和支出而产生的成本（无论是在中国或其他地方）获得充分赔偿，包括收债人、专业顾问和法院的成本。

13.9 The Client expressly waives any right which the Client may have to (a) require that Hawksford shall first seek recourse against or exhaust the assets of any person (including any Managed Entity) or (b) require Hawksford to join in, or otherwise make party, any other person (including any Managed Entity) to any claims or proceedings before pursuing the Client under any guarantee or indemnity or other provision in these Terms of Business or any Letter of Engagement or Administration

Agreement.

客户明确放弃其可能享有的如下任何权利：(a)要求恒可富首先寻求追索或穷尽任何人士（包括任何受管实体）的资产或(b)要求恒可富在向客户追索其在本服务条款或任何业务约定书或管理协议项下的保证或赔偿或其他规定之前，加入其他人（包括任何受管实体）或以其他方式成为任何索赔或程序的一方。

14. Responsibility for Agents and Outsourcing of Services

代理责任和服务外包

14.1 In connection with the performance of the Services, Hawksford may from time to time be responsible for the selection and engagement of counsel, experts, agents and/or lawyers to provide advice or assistance, or to act on a Client's behalf. Responsibility for payment of the fees of such parties shall reside with the Client and/or Managed Entity.

针对服务的履行，恒可富可能会不时负责遴选和聘用顾问、专家、代理和/或律师来提供建议或协助，或代表客户行事。客户和/或受管实体应负责支付该等人士的费用。

14.2 Furthermore, Hawksford may, at its entire discretion, outsource any of the Administrative Services to a Third Party Service Provider whether or not it is a Hawksford Person. The Third Party Service Provider may be located in and provide Administrative Services from any jurisdiction not having equivalent data protection laws. Hawksford shall only transfer the Personal Information in accordance with applicable data protection laws. The Administrative Services shall be provided on terms agreed between such Third Party Service Provider and Hawksford from time to

time.

此外，恒可富可完全自行决定将任何企业管理服务外包给第三方服务提供者，无论其是否为恒可富人士。第三方服务提供者可能处于无同等数据保护法律的任何司法管辖区内，并在该等司法管辖区内提供企业管理服务。恒可富应仅根据适用的数据保护法传输个人信息。企业管理服务应根据该等第三方服务提供者和恒可富不时商定的条款来提供。

14.3 Hawksford shall exercise reasonable care in making such selection and in using and monitoring any such parties appointed pursuant to this paragraph 14. Hawksford shall not otherwise be responsible for any act or omission of any such parties provided always their appointment and monitoring has been made by Hawksford with due care, in good faith and without gross negligence, wilful default or fraud.

恒可富应尽合理注意来选择、使用和监督根据第 14 条委派的任何该等主体。只要该等主体的委派和监督始终由恒可富基于谨慎、善意、无重大过失、无故意违约或欺诈而做出，恒可富不对任何该等主体的任何作为或不作为负责。

15. Hawksford is not required to act contrary to any law. Hawksford shall not do anything which may, in Hawksford's sole opinion, conflict in any way with the laws and subordinate legislation in force in any applicable jurisdiction, nor shall Hawksford undertake anything which may give rise to civil liability or risk of criminal prosecution in any applicable jurisdiction. Hawksford reserves the right not to comply with any request which in its sole discretion could potentially result in any such conflict or liability or which in its sole opinion could result in damage to its reputation or good

standing.

恒可富不从事违反任何法律的行为。恒可富不从事任何按其自行判断可能会与任何适用的司法管辖区现行法律和附属立法以任何形式相冲突的行为，也不从事在任何适用的司法管辖区可能引起民事责任或刑事起诉风险的任何行为。恒可富保留不遵守任何其自主裁量可能导致任何该等冲突或责任或按其自行判断可能损害其商誉或良好声誉的任何请求的权利。

16. Banking Arrangements

银行安排

16.1 Exposure to banking institutions is monitored to ensure that Hawksford deals with reputable financial institutions.

恒可富对与银行机构的接触进行监控以确保恒可富与信誉良好的金融机构打交道。

16.2 Notwithstanding Hawksford's undertaking to monitor the banks with which Client funds are deposited, Hawksford accepts no liability for any Losses and/or claims howsoever arising from any form of insolvency, including without limitation the loss of any or all monies which may be lost from accounts held with any financial institution in the event of a banking collapse or other failure for any reason whatsoever.

尽管恒可富承诺监督客户资金存放的银行，但恒可富对任何形式的无力偿债引起的任何损失和/或索赔不承担任何责任，包括但不限于在银行倒闭或任何原因导致的其他未能偿还债务的情况下，从在任何金融机构持有的账户中的任何或所有资金损失。

16.3 Hawksford shall not be responsible for seeking or undertaking any due diligence on any bank's financial position. In the event of any bank failure, as mentioned

above, liability for payment of Hawksford's fees and/or disbursements shall remain unaffected. In addition, Hawksford's right to unilaterally suspend or terminate its agreement with a Client and/or Managed Entity and/or the performance of all or any Services in the event of non-payment of Hawksford's fees or disbursements, shall remain unaffected.

恒可富不负责寻求或承担对任何银行的财务状况的任何尽职调查。如上所述,如果发生任何银行无力偿债,向恒可富支付费用和/或支出的责任不受影响。此外,若不支付恒可富的费用或支出,恒可富单方暂停或终止其与客户和/或受管实体的协议和/或履行所有或任何服务的权利不受影响。

16.4 Hawksford may pool Client and/or Managed Entity cash assets with the cash assets of other Clients and/or Managed Entities in one or more designated client accounts. Hawksford reserves the right to retain by way of a fee interest which accrues on such Client and/or Managed Entity cash assets where the interest falls below a de minimis amount chosen by Hawksford (which amount will generally be disproportionate to the cost of allocating and accounting for such accrued interest). Hawksford further reserves the right to withhold an amount by way of a fee for providing such pooled client cash accounts calculated as a percentage of the interest due and payable on such client cash assets in circumstances where such interest exceeds the de minimis amount.

恒可富可以将客户和/或受管实体的现金资产与其他客户和/或受管实体的现金资产汇集在一个或多个指定客户账户中。若该等客户和/或受管实体现金资产的利息低于恒可富选择的最

低金额(该金额通常与分配和核算该等应计利息的成本不相称),恒可富保留以费用形式留存该等客户和/或受管实体现金资产所产生的该等利息的权利。若该等客户和/或受管实体的现金资产的到期应付利息高于前述最低金额,恒可富进一步保留以提供汇集客户现金账户费用的形式扣除该等利息一定比例的数额的权利。

17. Conflict of Interest

利益冲突

17.1 If Hawksford becomes aware or is notified of a material conflict of interest or duty which affects the interests of the Client or any Managed Entity: (a) Hawksford shall consider how to manage such conflict of interest and if and to the extent it considers it appropriate in the circumstances shall notify the Client and/or put procedures in place in relation to confidentiality and independence of advice and (b) each Hawksford Person is authorised to continue to act in all applicable capacities notwithstanding any such conflict of interest.

若恒可富知悉或被告知存在影响客户或任何受管实体利益的重大利益或责任冲突:(a)恒可富应考虑如何管理该等利益冲突,及若其认为在当时情况下合适且在其认为合适的程度内,应通知客户和/或实施与保密和建议的独立性相关的程序;及(b)尽管存在任何该等利益冲突,各个恒可富人士有权继续以所有适用的身份行事。

17.2 Hawksford shall be entitled to (if relevant) cause any Managed Entity to employ any appropriate Hawksford Person to perform Services for and on behalf of the Managed Entity on the same terms and conditions as are usual between such Hawksford Person and its

clients.

恒可富有权(如相关)促使任何受管实体雇佣任何合适的恒可富人士按照该等恒可富人士和其客户之间惯常的条款和条件为该受管实体提供服务和代表其履行服务。

17.3 Unless otherwise agreed with the Client in writing, no Hawksford Person (or any of its agents or delegates), is precluded from acting in any transaction or for any other person, customer, company, firm or other entity with which the Client is associated in any way.

除非另行与客户达成书面协议, 任何恒可富人士(或其任何代理或代表)不得被阻止在与该等客户以任何形式相关的任何交易中行事或为与其以任何形式相关的任何其他人士、客户、公司或其他实体行事。

17.4 No Hawksford Person nor any of its agents or delegates shall be obliged to disclose to the Client or take into consideration any fact, matter, finding or other information:

若存在下列情形, 任何恒可富人士或其任何代理或代表均无义务向客户披露或考虑任何事实、事项、发现或其他信息:

a. if this would, or might, be in breach of any duty of confidence to any other person;

将要或可能违反对任何其他人士的任何保密义务;

b. which comes to the attention of the Hawksford Person (or any of its agents or delegates), but which does not come to the actual attention of any principal contact dealing with (or for) the Client; or

引起了恒可富人士(或其任何代理或代表)的注意, 但并未引起与

客户打交道(或代表客户)的任何主要联系人的实际注意; 或

c. if such disclosure would be contrary to any regulation.

若该等披露将违反任何法规。

18. Regulation

监管

Hawksford Corporate Consulting Services Shanghai Limited (unified social credit code: 913100000530308288) and Hawksford Corporate Consulting Services Suzhou Limited (unified social credit code: 91320581MA1NA7652K) are regulated in the PRC as corporate service providers.

恒可富企业咨询服务(上海)有限公司(统一社会信用代码: 913100000530308288)和苏州恒可富企业咨询服务有限公司(统一社会信用代码: 91320581MA1NA7652K)作为企业服务提供者受中国法律监管。

19. Confidentiality

保密

19.1 Hawksford will treat all Personal Information and Confidential Information which any Client provides to Hawksford and which the Client identifies as confidential (or which by its nature would reasonably be expected to be confidential) as private and confidential, and may and will only disclose such Personal Information and/or Confidential Information in the following circumstances:

恒可富将把任何客户向恒可富提供的所有个人信息和保密信息以及客户标识为保密的信息(或依其性质合理地被认为是保密的信息)视为私密的和保密的, 并将且仅将该等个人信息和/或保密信息在以下情形下披露:

Compliance with Legal and Regulatory Obligations

遵守法律和监管义务

- a. where a Hawksford Person or any other person to whom such Confidential Information has been disclosed is required or requested to make disclosure by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body;

已获披露该等保密信息的恒可富人士或任何其他人士被任何有管辖权的法院或任何有管辖权的司法、政府、监督或监管机构要求或请求进行披露；

- b. the investigation or prevention of fraud or other illegal activity;

调查或防止欺诈或其他非法活动；

- c. to any law enforcement agencies or where the disclosure is necessary to perform a Hawksford Person's regulatory obligations or where the disclosure is desirable to protect the interests of a Hawksford Person;

向任何执法机构披露，或为履行恒可富人士的监管义务或为保护恒可富人士的利益而披露；

Compliance with Contractual Obligations

遵守合同义务

- d. to any of Hawksford's agents, auditors, service providers, information providers or any other person Hawksford reasonably thinks necessary for the purposes set out in this paragraph 19;

向任何恒可富的代理、审计师、服务提供者、信息提供商或恒可富合理认为对第 19 条所述目的有必要的任何其他人士披露；

- e. to the auditors, accountants, legal advisers and/or other professional service providers of the Client or any relevant Managed Entity;

向客户或任何相关受管实体的审计师、会计师、法律顾问和/或其他专业服务提供者披露；

- f. where a Hawksford Person has entered into an administration agreement with a Third Party Service Provider or appointed an agent in connection with the Services and Hawksford considers it necessary or desirable to disclose the Information to enable the Third Party Service Provider or agent to perform its obligations (and in each case steps will be taken to ensure that such recipients are subject to confidentiality provisions which Hawksford considers appropriate); or

如恒可富人士已与第三方服务提供者签订了管理协议或委派了与服务相关的代理，且恒可富认为有必要或希望披露信息，以使第三方服务提供者或代理能够履行其义务（在每种情况下，将采取措施确保该等信息接收方遵守恒可富认为适当的保密规定）；或

On the Basis of Consent

在同意的基础上

- g. at the Client's request or with the Client's consent.

客户要求或征得客户的同意。

19.2 Hawksford Persons may disclose Personal Data held about the Client to other Hawksford Persons.

恒可富人士可能会向其他恒可富人士披露其持有的关于客户的个人数据。

19.3 The Client will treat all information concerning a Hawksford Person (including the clients, business, terms of business, fees, activities and other affairs of any Hawksford Person) private and confidential, and may and will only disclose such confidential information in the following circumstances:

客户将对与恒可富人士有关的所有信息(包括任何恒可富人士的客户、业务、服务条款、费用、活动和其他事务)保密,并将且仅将在以下情形下披露该等保密信息:

- a. where the Client is required or requested to disclose by any court of competent jurisdiction;

任何有管辖权的法院要求或请求客户披露;

- b. where there is a duty to the public to disclose or it is in the public interest to do so to investigate or prevent fraud or other illegal activity; or

为了调查或防止欺诈或其他非法活动,有责任向公众披露信息或为了公众利益披露;或

- c. at Hawksford's request or with Hawksford's consent.

恒可富要求或征得恒可富的同意。

19.4 For the avoidance of doubt, the provisions of this paragraph 19 shall remain in full force and effect notwithstanding the termination of the Services or these Terms of Business ceasing to apply.

为免疑义,即使服务终止或本服务条款不再适用,本第 19 条的规定应当继续完全有效。

20. Data Protection

数据保护

20.1 The Client agrees that Hawksford and

any Hawksford Group Company may hold and process electronically, manually or otherwise any information (including Personal Data and Special Categories of Personal Data) ("**Personal Information**") as set out in these Terms of Business, in the terms of any Administration Agreement and/or or in accordance with the Privacy Notice set out at <https://www.hawksford.com/privacy-notice> as amended from time to time (the "**Privacy Notice**").

客户同意,恒可富和任何恒可富集团公司可采用电子方式、手动方式或其他方式持有和处理本服务条款、任何管理协议条款和/或不时修订的在 <https://www.hawksford.com/privacy-notice> 发布的隐私声明(“**隐私声明**”)中阐明的任何信息(包括个人数据和特殊类别的个人数据)(“**个人信息**”)。

20.2 Prior to disclosing (or authorising the disclosure) of any Personal Information to Hawksford and any Hawksford Group Company, the Client shall ensure that it has a lawful basis to do so for the purposes of any of Hawksford and any Hawksford Group Company processing such Personal Information as set out in the Privacy Notice from time to time. For the purposes of this paragraph 20.2, "lawful basis" may include but not be limited to obtaining all and any necessary written consents in order to enable the lawful processing of the Personal Information, and for ensuring that a record of such consents is maintained. Should any relevant consent be revoked by a Data Subject:

向恒可富和任何恒可富集团公司披露(或授权披露)任何个人信息之前,客户应确保其有合法依据来如此行事,以便恒可富和任何恒可富集团公司处

理隐私声明中不时规定的该等个人信息。就本第 20.2 条而言，“合法依据”包括但不限于获得所有和任何必要的书面同意，以便能够合法处理个人信息，并确保保留该等同意的记录。如果任何相关同意被某一数据主体撤销：

a. the Client shall be responsible for communicating the fact of such revocation to Hawksford; and

客户应负责将该等撤销的事实告知恒可富；和

b. neither Hawksford nor any Hawksford Group Company shall be liable for any additional costs, claims or expenses arising from any disruption or delay to any Service as a result of the withdrawal of such consent.

恒可富或任何恒可富集团公司不负责由于撤销该等同意而导致的任何服务中断或延迟而产生的任何额外成本、索赔或费用。

20.3 The Client shall comply in all respects with the applicable Data Protection Laws in performing its obligations under or pursuant to these Terms of Business or in relation to any Administration Agreement and shall, in particular (and shall ensure that its directors, employees, agents and affiliates shall):

客户在履行其在本服务条款项下或根据本服务条款或与任何管理协议相关的义务时，应在所有方面遵守适用的数据保护法，尤其应（并确保其董事、员工、代理和关联方应）：

a. comply with applicable Data Protection Laws in relation to any Personal Information that is processed by Hawksford or the Client under or in connection with these Terms of Business;

遵守针对恒可富或客户在本服务条款项下或与之相关而处理的任何个人信息的适用数据保护法；

b. bring the Privacy Notice to the attention of any underlying Data Subjects on whose behalf or account the Client may act or whose Personal Information will be disclosed to Hawksford or any Hawksford Group Company by virtue of these Terms of Business, including any of the Client's affiliates, advisers, representatives, office holders, employees, beneficial owners or agents; and

提请客户可能代表其行事或为其行事或将其个人信息根据本服务条款披露给恒可富或任何恒可富集团公司的任何潜在数据主体注意隐私声明，包括客户的任何关联方、顾问、代表、公职人员、员工、受益所有人或代理；和

c. assist Hawksford and/or any Hawksford Group Company with its responsibilities under applicable Data Protection Laws, especially with regard to the exercising of Data Subjects' rights.

协助恒可富和/或任何恒可富集团在适用的数据保护法项下的责任，特别是在行使数据主体权利方面。

20.4 Where Hawksford and/or any Hawksford Group Company are appointed as a Processor pursuant to any agreement, the terms of the Data Processing Schedule shall apply to such Processing by Hawksford and/or any Hawksford Group Company in addition to the terms set out in this paragraph 20.

若根据任何协议恒可富和/或任何恒可富集团公司被指定为处理者，除本

第 20 条规定的条款之外，数据处理附件的条款应适用于恒可富和/或任何恒可富集团公司的该等数据处理。

21. Compliance with International Reporting Requirements

遵守国际报告要求

21.1 Where a Client, Beneficiary or any other person connected with a Managed Entity is:

当与某一受管实体有关联的客户、受益人或任何其他人士：

a. subject to tax or reporting in another country or jurisdiction; or

受制于另一个国家或司法辖区的税务或申报；或

b. treated by any tax or government authorities as subject to tax or reporting (whether or not this is the case), Hawksford or another Hawksford Group Company may be required by law, regulations or intergovernmental agreements to provide information or documentation and to report on an on-going basis in respect of such persons to a relevant tax authority which may pass on such information to other tax authorities or directly to a tax authority in a relevant country.

被任何税务或政府部门视为纳税或申报对象（无论情况是否如此），法律法规或政府间协议可能要求恒可富或另一个恒可富集团公司向相关税务机关提供有关该等人士的信息或文件，并持续向其报告，相关税务机关可将该等信息传递给其他税务机关或直接传递给相关国家的税务机关。

21.2 Hawksford shall be entitled to comply with such reporting obligations and is authorised to make such disclosure. It is

accepted and acknowledged that Hawksford may be legally prevented from advising any Client or other person of the disclosures made in relation to such reporting obligations.

恒可富有权遵守该等报告义务，并有权进行该等披露。各方接受并确认，恒可富可依法不向任何客户或其他人士告知与该等报告义务相关的披露。

21.3 Hawksford is to be promptly notified in writing of any changes in respect to the circumstances of any Client, Beneficiary, or other relevant person including, but not limited to, the tax circumstances, changes to residency, domicile or citizenship, any of the financial interests or activities in respect of which Hawksford provides its Services, delegation of responsibility, contact details, banking details, and any other changes caused by local or international legislation.

任何客户、受益人或其他相关人士的情况发生任何变化，包括但不限于税务情况、居住地变更、住所或公民身份的变化、与恒可富提供服务有关的任何财务利益或活动、责任委托、联系方式、银行信息以及当地或国际立法引起的任何其他变化，应立即以书面形式通知恒可富。

21.4 Hawksford shall not be liable to any Client, Beneficiary or other person for any Losses the Client or other person may suffer as a result of Hawksford complying with any such international reporting requirements or if Hawksford or any tax authority makes any determination as to whether any person is liable to tax, tax reporting obligations or disclosure.

恒可富不向任何客户、受益人或其他人士负责因恒可富遵守任何该等国际

报告要求或恒可富或任何税务机关确定任何人士是否有纳税、纳税申报义务或披露义务而使客户或其他人士遭受的任何损失。

22. Commissions

佣金

22.1 Hawksford shall be entitled, subject to disclosing the same to any Client, to retain for Hawksford's own account on a case by case basis any commission, fee, benefit or profit obtained:

在向任何客户披露的前提下，恒可富应有权在个案基础上为其自身保留获得的任何佣金、费用、利益或利润：

a. on any purchase, sale, lending or hypothecation of investments;

因投资的任何购买、出售、借贷或抵押而获得；

b. by reason of Hawksford acting in any capacity in respect of a company, partnership, fund, scheme or other entity the shares, interests, units or stocks of which are comprised within the assets of a Managed Entity;

因恒可富以公司、合伙企业、基金、机制或其他主体的身份行事而包含在受管实体资产的股份、利益、单位或股票而获得；

c. in respect of any banking, investment or insurance arrangement entered into on behalf of a Managed Entity; or

因代表某一受管实体签订的任何银行、投资或保险安排而获得；或

d. otherwise in connection with the provision of the Services.

因提供服务以其他方式而获得。

22.2 Where the time to be spent collating and

supplying information relating to any such commissions, fees, benefits or profits is disproportionate to the sums received by Hawksford (subject to a minimum threshold disclosure amount reasonably selected by Hawksford), Hawksford will not disclose the same but will supply details of its commission/fee paying arrangements upon written request.

如核对和提供与任何该等佣金、费用、利益或利润相关的信息所花费的时间与恒可富收到的金额不相称（以恒可富合理选择的最低披露限额为准），恒可富不会披露该等信息，但会根据书面请求提供其佣金/费用支付安排的详细信息。

23. Complaints

投诉

23.1 If a Client or Beneficiary is dissatisfied with the Services, the Client or Beneficiary should discuss the matter with the Hawksford client director responsible for such Services. The complaint will then be dealt with in accordance with Hawksford's complaints procedures.

如果客户或受益人对服务不满意，客户或受益人应与负责该等服务的恒可富客户主管讨论此事。届时投诉将根据恒可富的投诉程序进行处理。

23.2 If a Data Subject has any concerns relating to Personal Data we process, we ask that they contact Hawksford's data protection officer (DPOPRC@Hawksford.com).

如果某一数据主体对恒可富处理的个人数据有任何顾虑，我们建议其联系恒可富的数据保护专员 (DPOPRC@Hawksford.com)。

24. Termination

终止

24.1 To the extent permitted by law, Hawksford may resign or cease providing the Services at any time, without giving any reason whatsoever and shall be under no obligation to enter into any further correspondence in such circumstances. Should the Services be withdrawn, Hawksford shall incur no liability for any Losses that any Client or Beneficiary may suffer as a consequence of such withdrawal.

在法律允许的范围内，恒可富可随时放弃或停止提供服务，而无需给出任何理由，在该等情况下，恒可富亦无义务进行任何进一步的函告。如果服务被撤回，恒可富对任何客户或受益人因该等撤回而遭受的任何损失不承担任何责任。

24.2 Hawksford may terminate the Services immediately in the event that:

如出现以下情形，恒可富可立即终止服务：

- a. continuing to provide the Services constitutes a breach of any applicable law;

继续提供服务将违反任何适用法律；

- b. any Client entity is in persistent material breach of the terms governing the provision of the Services;

任何客户实体持续性实质违反适用于服务提供的条款；

- c. there has been any change in ownership of the Managed Entity such that there shall be a new Client in relation to the Managed Entity and no Letter of Engagement or Administration Agreement has been

put in place between Hawksford and the new Client;

受管实体的所有权发生了任何变化，导致应有一个与受管实体相关的新客户，而恒可富与新客户之间尚未签订任何业务约定书或管理协议；

- d. the Client and/or the Managed Entity is insolvent or subject to a creditors' (insolvent) winding-up or any equivalent or similar procedure in any jurisdiction;

客户和/或受管实体资不抵债或受制于任何司法管辖区的债权人（破产者）的清算或任何等效或类似的程序；

- e. in the sole and absolute opinion of Hawksford, the Client is unable to meet its payment obligations arising under these Terms of Business, any Letter of Engagement and/or any Administration Agreement;

根据恒可富的绝对自主判断，客户无法履行其在本服务条款、任何业务约定书和/或任何管理协议项下的付款义务；

- f. any fees, taxes and disbursements invoiced by any Hawksford Person in relation to any Managed Entity have remained outstanding and unpaid in whole or in part for more than 60 days after the invoice date;

由任何恒可富人士开具的与任何受管实体相关的发票项下的全部或部分费用、税款和支出在开票日期后超过 60 天仍未付清；

- g. the Client and/or the Managed Entity (or any of its officers or employees not provided by Hawksford) has been charged with any criminal offence involving

dishonesty or is or has been the subject of any criminal, judicial or regulatory investigation in any jurisdiction;

客户和/或受管实体（或任何非由恒可富提供的管理人员或员工）被指控犯有任何涉及不诚实的刑事犯罪，或在任何司法管辖区受到或已经受到任何刑事、司法或监管调查；

- h. there has been a failure on the part of the Client and/or the Managed Entity to provide Hawksford with information required by it to satisfy its CDD procedures and/or tax and reporting obligations or Hawksford is supplied with information which in Hawksford's sole opinion is deliberately false or misleading;

客户和/或受管实体未能向恒可富提供其履行客户尽职调查程序和/或税务和报告义务所需的信息，或向恒可富提供恒可富自主判断认为故意虚假或具有误导性的信息；

- i. any of the activities of the Managed Entity are no longer consistent with the activities contemplated in any Letter of Engagement or Administration Agreement; or

受管实体的任何活动不再符合任何业务约定书或管理协议项下的活动；或

- j. continuing to provide the Services may damage Hawksford's reputation.

继续提供服务可能会损害恒可富的声誉。

24.3 The Client may terminate the Services immediately by giving Hawksford notice in writing if Hawksford is in material

breach of the terms governing the provision of the Services which either (i) are incapable of being remedied; or (ii) are capable of being remedied but Hawksford has failed to do so within 30 days after receipt of notice served by the Client requiring the breach to be remedied.

若恒可富严重违反了适用于服务提供的条款 (i)且无法被补救,或者(ii)能够被补救但恒可富未能在收到客户发出的要求补救通知后的三十(30)天内进行补救,则客户可书面通知恒可富立即终止服务。

24.4 Subject to paragraphs 24.1, 24.2 and 24.3 and to any agreements or instruments which provide for alternative termination provisions, the Services may be terminated by Hawksford or the Client or any party entitled to terminate the same on giving not less than 60 days' notice in writing effective on receipt.

受限于第 24.1、24.2 和第 24.3 条以及任何规定了替代性终止条款的协议或文书,恒可富或客户或任何有权终止服务的一方可在至少提前 60 天发出书面通知后终止服务,收到通知即时生效。

24.5 Upon termination of the Services in respect of a Managed Entity for any reason, the Managed Entity and the Client shall immediately provide details of the new service provider which shall be required in order to maintain the Managed Entity in good standing under the laws of its jurisdiction and shall provide an address to which Hawksford may transfer all documents belonging to the Managed Entity. For the purposes of this paragraph, "documents" means all documents belonging to a Managed Entity but does not include documents

belonging to any Hawksford Persons including Hawksford's communications, legally privileged communications (including advice, opinions, correspondence, emails and file notes) and documents reasonably considered to be the intellectual property of Hawksford.

因任何原因终止与受管实体相关的服务，受管实体和客户应立即提供新的服务提供者的详细信息，该等信息乃维护受管实体在其所在司法管辖区的法律项下良好信誉所必需，并应向恒可富提供恒可富可将所有属于受管实体的文件转移至的地址。就本条而言，“文件”指属于受管实体的所有文件，但不包括属于任何恒可富人士的文件，包括恒可富的通信、法律特权通信（包括建议、意见、信件、电子邮件和文件注释）以及被合理认为是恒可富知识产权的文件。

24.6 In the event that the relevant information in relation to any new service provider is not provided to Hawksford by the date on which the notice to terminate the Services takes effect, Hawksford reserves the right to withdraw the Services without appointment of any replacement service provider and to arrange for the resignation of any Hawksford Appointees without the appointment of successors (unless the laws and regulations prevent any such unilateral withdrawal). Hawksford may, subject to satisfactory completion of its CDD requirements, and notwithstanding the terms of any nominee declarations of trust transfer any shares or interests in any Managed Entity held by any Hawksford Person or nominee into the name of the Client or other beneficial owner nominated by the Client in respect of such share or interest.

如果在终止服务通知生效之日前尚未

向恒可富提供任何新的服务提供者的相关信息，恒可富保留在未委派任何替代服务提供者的情况下撤回服务，以及在尚未委派继任者的情况下安排恒可富委派的人士辞职的权利（除非法律法规阻止任何该等单方面撤回）。受限于充分完成其客户尽职调查的要求，并且尽管有任何代名人的信托声明的条款，恒可富可将任何恒可富人士或其代名人持有的任何受管实体的任何股份或权益转让给客户或客户指定的与该股份或权益相关的其他受益人。

24.7 Upon termination of the provision of Services in respect of a Managed Entity for whatever reason, Hawksford shall be entitled to:

无论基于何种原因终止受管实体的服务提供时，恒可富有权：

a. charge, in accordance with the usual rates for work done by Hawksford Persons, for all time spent and disbursements incurred (whether before or after the termination takes effect) in connection with the transfer of administration of the Managed Entity;

按照恒可富人士所完成工作的通常费率，收取与受管实体的管理移交有关的所有时间成本费用和支出（无论是在终止生效之前还是之后）；

b. make such retentions and receive such indemnities as it may require in respect of any actual or contingent liability and may take such action as it deems necessary to limit such liability;

对任何实际或者或有负债保留和接受其可能要求的赔偿，并可采取其认为必要的行动来限制该等负债；

- c. retain any documents or retain any assets (including assets held on behalf of the Managed Entity or to the order of the Managed Entity or on behalf of or to the order of any company or other body in common ownership with the Managed Entity or otherwise connected or affiliated to the Managed Entity in any manner) until such time as all fees, expenses, disbursements or liabilities due and payable are discharged; and

保留任何文件或资产（包括代表受管实体或根据其命令持有的资产，或代表任何与受管实体共有的或以任何方式与受管实体相关或相关联的公司或其他机构持有或根据其命令持有的资产），直至所有到期应付的费用、开支、支出或负债被全部清偿；和

- d. retain any fees paid in advance relating to a period after the termination takes effect.

保留提前支付的与终止生效后一段期间相关的任何费用。

25. Storage of Files and Papers

档案和文件的存储

25.1 Hawksford shall not be required to retain original documentation and correspondence (except for Documents of Value) for a period of more than 1 month after the document was created or received, subject to such documentation and correspondence being scanned and stored in electronic format. Notwithstanding Hawksford's ability to retain documents and files, Hawksford will not be liable for any Losses arising from the destruction or damage of or to such documents and/or files howsoever caused. Documents of Value shall be

scanned and retained in original hard copy in secure custody. Hawksford accepts no responsibility for any Documents of Value held in secure custody that are damaged or lost as a result of theft, fire or water damage, in the absence of gross negligence.

自文件和函件被创建或收到之日起一个月后，恒可富无需再保留该等文件和函件的原件（重要文件除外），前提是该等文件和函件已扫描并以电子格式存储。尽管恒可富有能力留存文件和档案，但恒可富对因任何原因销毁或损坏该等文件和/或档案而造成的任何损失不承担任何责任。重要文件应进行扫描，同时应妥善保管原始件。在无重大过失的情况下，恒可富对因盗窃、火灾或水患导致其妥善保管的任何重要文件的损坏或丢失，不承担任何责任。

25.2 All internal memoranda, notes and other documents concerning Clients and any related persons created for Hawksford's own purposes shall not belong to such Clients or related persons and Hawksford shall have no obligation to hand over such documents unless compelled to do so by any applicable Data Protection Laws, court or other authority of competent jurisdiction.

恒可富为自身目的创建的关于客户或任何相关人士的所有内部备忘录、记录和其他文件不应属于该等客户或相关人士，除非任何适用的数据保护法、法院或其他有管辖权的机构强制要求，否则恒可富没有义务移交该等文件。

25.3 Hawksford's policy is to keep files and papers for six (6) years (or such other period as is required by Regulation) from the date on which it ceased providing the Services, following which Hawksford may destroy them without further notice. If Hawksford agrees to keep Client files

and papers for longer than six (6) years it reserves the right to charge for doing so. Hawksford may also charge (on a time spent basis at its usual hourly rates) for its costs and expenses for providing copies of documents after termination of its Services for whatever cause.

恒可富的政策是从其停止提供服务之日起，将档案和文件保存六(6)年（或法规要求的其他期限），此后恒可富可以销毁该等档案和文件而无需另行通知。若恒可富同意保存客户档案和文件超过六(6)年，恒可富保留就此收取费用的权利。恒可富还可对其在因任何原因终止服务后提供文件副本所产生的成本和费用收取费用（按其通常的小时费率以所花费的时间为基础计算）。

25.4 Hawksford's data storage centres are located in Hong Kong, Singapore, Jersey and Guernsey and PRC. The Client agrees that Hawksford shall have the right to change such locations to another jurisdiction with additional consent by the Client. Should the locations change to another jurisdiction, Hawksford shall communicate the change(s) as it shall see fit.

恒可富的数据存储中心位于香港、新加坡、泽西岛、根西岛和中国。客户同意，取得客户同意后，恒可富有权将该等地点变更到另一个司法管辖区。如发生该等地点变更，恒可富应在其认为合适的情况下作出变更通知。

26. Hawksford's Liability and Indemnification

恒可富的责任和赔偿

26.1 Except in the case of any liability which cannot lawfully be excluded or limited or of liability arising as a result of fraud on the part of Hawksford, the total collective liability of all Hawksford

Persons (including any agents and delegates), in connection with the Services shall be limited in aggregate to the total annual fees payable and paid for the services or RMB6,000,000 whichever is the lower.

除了任何不能合法排除或限制的责任或由于恒可富的欺诈而产生的责任，所有恒可富人士（包括任何代理和代表）与服务相关的所有责任总额应限于应付和已付的服务年费总额或人民币 6,000,000 元（以较低者为准）。

26.2 Hawksford Persons shall not be liable for (and neither the Client nor any Managed Entity shall make any claim against any Hawksford Person to recover any damage, cost, charge, expense, loss or liability which the Client or any other person may suffer or incur by reason of or arising out of):

恒可富人士不对以下事项承担任何责任（且客户或任何受管实体不得对任何恒可富人士提出任何索赔，以追偿客户或任何其他人士可能因以下原因遭受或产生的任何损害、成本、费用、开支、损失或责任）：

a. the carrying out or default in carrying out of the Services (or of any other obligations under these Terms of Business or any Letter of Engagement or Administration Agreement) by or on behalf of any Hawksford Person except to the extent arising directly from the gross negligence, wilful default or fraud of a Hawksford Person;

由任何恒可富人士或代表任何恒可富人士履行或不履行服务（或服务条款或任何业务约定书或管理协议项下的任何其他义务），但由恒可富人士的重大过失、故意违约或欺诈直接引起的情形除

外；

- b. any failure or delay in the performance of its obligations in connection with the Services arising out of or in connection with circumstances beyond its reasonable control (including acts specified in paragraph 8 (*Force Majeure*));

因超出其合理控制范围的情形（包括第8条(不可抗力)规定的行为）而导致的或与之相关的未能履行或延迟履行相关的服务义务；

- c. the exercise by it of any right or discretion in these Terms of Business or any Letter of Engagement or Administration Agreement; or

恒可富行使在本服务条款或任何业务约定书或管理协议中的任何权利或自由裁量权；或

- d. any indirect or consequential economic loss or damage whatsoever, whether or not foreseeable.

任何性质的非直接或间接的经济损失或损害，无论是否可预见。

26.3 The Client undertakes to the greatest extent permitted by law to indemnify each Hawksford Person and at all times keep each Hawksford Person fully and effectively indemnified against all losses, actions, suits, proceedings, claims, demands, damages, costs and expenses (including legal and professional fees), and liabilities (or actions, investigations or other proceedings in respect thereof) whatsoever (including all such reasonable costs, charges and expenses as any Hawksford Person may reasonably pay or incur in responding to or disputing any such actual or potential actions, claims or demands in or

enforcing the rights of any Hawksford Person) which may arise or accrue or be taken, commenced or threatened to be commenced, made or sought from or against, or incurred by any Hawksford Person in any jurisdiction (and in the case of a claim whether or not such claim is successful, compromised or settled) by any other person whatsoever (including any governmental agency or regulatory body). This indemnity is given in connection with: (a) any Managed Entity; (b) the provision of any services by, or any actions on the part of, any Hawksford Person; (c) any communication to or from the Client or any Managed Entity; or (d) any breach by the Client or any Managed Entity of any of its obligations under these Terms of Business or any Letter of Engagement or Administration Agreement. This indemnity shall not extend to any claims or losses to the extent attributable to the gross negligence, wilful default or fraud of a Hawksford Person. If any payment is made under this paragraph the Client agrees that it shall not seek recovery of that payment from any Hawksford Person at any time.

客户承诺，在法律允许的最大范围内赔偿每个恒可富人士，并在任何时候保证每个恒可富人士得到充分和有效的赔偿，使其免受所有任何性质的损失、起诉、诉讼、程序、索赔、要求、损害、费用和开支（包括法律和专业费用）以及责任（或与之相关的诉讼、调查或其他相关程序）（包括任何恒可富人士在回应或抗辩任何该等实际或潜在诉讼、索赔或要求时或行使其权利时可能合理支付或产生的全部合理费用、收费和开支）；该等损失、起诉、诉讼、程序、索赔、要求、损害、费用和开支可能由任何其他人士（包括任何政府机构或监管机构）在任何司法

管辖区引起或形成或采取、发起或威胁发起、作出或向任何恒可富人士寻求或针对任何恒可富人士提起或使其招致的（在索赔的情况下，无论该等索赔是否成功、被和解或解决）。该赔偿针对下述情形作出：(a)任何受管实体；(b)任何恒可富人士提供的任何服务或采取的任何行动；(c)往来于客户或任何受管实体的任何通信；或(d)客户或任何受管实体违反其在本服务条款或任何业务约定书或管理协议项下的任何义务。该等赔偿不得延伸至可归因于恒可富人士的重大过失、故意违约或欺诈的任何索赔或损失。若根据本条款支付任何款项，客户同意其在任何时候都不会寻求从任何恒可富人士处收回该等款项。

26.4 The Client's release and undertaking and indemnity in paragraphs 26.2 and 26.3 shall extend to each Hawksford Person's agents and delegates *mutatis mutandis* as if those agents and delegates were listed as persons to whom such release and such undertaking and indemnity were given and Hawksford shall hold the benefit of such release and such undertaking and indemnity on trust for the said agents and delegates and their heirs, successors, assigns and personal representatives.

客户在第 26.2 和第 26.3 段中的豁免、承诺和赔偿应比照适用于恒可富人士的代理和代表，如同该等豁免、承诺和赔偿向该等代理和代表作出一样；恒可富应为上述代理和代表及其继承人、继任者、受让人和个人代表以信托持有获得豁免、承诺和赔偿的利益。

26.5 The provisions of this paragraph 26 are without prejudice to any other limitation of liability or indemnity in favour of any Hawksford Person and shall remain in full force and effect notwithstanding the termination of all or any part of the

Services or these Terms of Business or any Letter of Engagement or Administration Agreement ceasing to apply.

本第 26 条中的规定不得影响对任何恒可富人士有利的任何其他责任或赔偿限制，尽管全部或任何部分的服务被终止或本服务条款或任何业务约定书或管理协议不再适用，该条款的规定应继续保持完全有效。

26.6 Nothing contained in these Terms of Business shall limit or exclude any liability that cannot lawfully be limited or excluded (including liability for fraud and/or fraudulent misrepresentation).

本服务条款的任何内容不应限制或排除任何不能被合法限制或排除的责任（包括欺诈和/或虚假陈述的责任）。

27. Assignment

转让

27.1 The Client may not assign or transfer any of its rights and obligations arising under these Terms of Business, any Letter of Engagement or Administration Agreement or other agreement with Hawksford without the prior written consent of Hawksford.

未经恒可富的事先书面同意，客户不得转让其在本服务条款、任何业务约定书或管理协议或与恒可富的其他协议项下产生的任何权利和义务。

27.2 Subject to any applicable laws or regulations, Hawksford reserves the right to assign and transfer the whole or any part of its rights and obligations under these Terms of Business, any Letter of Engagement and any Administration Agreement provided Hawksford has given the Client at least 30 calendar days' prior notice (unless it is reasonably impracticable to do so in

the circumstances). For the purpose of any such assignment or transfer, a Hawksford Person may disclose information about the Client and Beneficiary to any prospective assignee or transferee, provided that Hawksford shall use its reasonable endeavours to procure that such prospective assignee or transferee is placed under an obligation of non-disclosure equivalent to that in paragraph 19 (Confidentiality).

受限于任何适用的法律法规，恒可富保留转让其在本服务条款、任何业务约定书和任何管理协议项下的全部或部分权利义务的权利，前提是恒可富至少提前 30 个日历天通知客户（除非这样做被合理认为是不切实际的）。为了任何该等转让的目的，恒可富人士可向任何潜在受让人披露客户和受益人的信息，前提是恒可富应尽合理努力确保该等潜在受让人承担等同于第 19 条（保密）中所规定的不披露义务。

28. Waivers

豁免

Hawksford's rights and powers arising under these Terms of Business, any Letter of Engagement or Administration Agreement, any other document or by law will not be affected or impaired by any delay or omission by Hawksford in exercising any such rights or powers. No single or partial exercise of any aforesaid right or remedy shall prevent any further exercise of such right, remedy or the exercise of another right or remedy.

恒可富在本服务条款、任何业务约定书或管理协议、任何其他文件或法律项下产生的权利和权力不会因恒可富在行使任何该等权利或权力时的任何延迟或疏忽而受到影响或损害。任何前述权利或补救措施的单独或部分行使均不得阻止该等权利、补救措施或另一权利或补救措施的进

一步行使。

29. Severance

可分割性

If any provision or part-provision of these Terms of Business is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Terms of Business.

若本服务条款的任何规定或其部分规定是或者成为无效、不合法或不可执行，则应将其视为已进行了必要的最小程度的修改，以使其有效、合法和可被执行。若无法进行该等修改，相关规定或部分规定应被视为已删除。对某一规定或部分规定的任何修改或删除不得影响本服务条款其余部分的有效性和可执行性。

30. Applicable law

法律适用

These Terms of Business shall be governed by and construed in accordance with the laws of the PRC. Any dispute or claim (including non-contractual disputes or claims) however arising in respect of these Terms of Business or the Services shall first be settled by consultation. If the dispute remains unresolved within 30 days of the issuance of the written request to the other party, the dispute shall be submitted to the competent people's court where the Hawksford Group Company which provided the Services is located.

本服务条款受中华人民共和国法律管辖，并根据中华人民共和国法律进行解释。任何与本服务条款或服务相关的争议或索赔（包括非合同争议或索赔）应首先通过

协商解决。若在向另一方发出书面请求后 30 天内争议仍未解决,应将争议提交给提供服务的恒可富集团公司所在地的有管辖权的人民法院解决。

31. Language

语言

These Terms of Business are written in both Chinese and English. Should there is any discrepancy, the English version shall prevail.

本服务条款以中文和英文书就。如有任何不符之处,应以英文版本为准。

Hawksford

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Hawksford Corporate Consulting Services Shanghai Limited (unified social credit code: 913100000530308288) and Hawksford Corporate Consulting Services Suzhou Limited (unified social credit code: 91320581MA1NA7652K) are regulated in the PRC as corporate service providers.

恒可富企业咨询服务(上海)有限公司(统一社会信用代码: 913100000530308288)和苏州恒可富企业咨询服务有限公司(统一社会信用代码: 91320581MA1NA7652K)作为企业服务提供者受中国法律监管。

Data Processing Schedule

数据处理附件

1.1 This Data Processing Schedule sets out the data processing provisions applying to all Letters of Engagement between Hawksford (and/or its Affiliates) (the “the Service Provider”) and entities serviced by Hawksford and/or its Affiliates (the “Service Recipients”).

本数据处理附件阐明了适用于恒可富（和/或其关联方）（“**服务提供者**”）与恒可富和/或其关联方所服务的主体（“**服务接收方**”）之间的所有业务约定书的数据处理规定。

1.2 In this Data Processing Schedule the terms have the meaning ascribed to them below:

在本数据处理附件中，下列术语应具有如下含义：

Affiliate means (from time to time) an entity that owns or controls, is owned or controlled by or is under common control or ownership with the Service Provider, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

关联方 指（不时）拥有或控制服务提供者、被服务提供者拥有或控制或服务提供者处于共同控制或所有权的主体；其中控制被定义为直接或间接拥有指导或促使指导一个实体的管理和政策的权力，无论是通过拥有有表决权的证券、合同或其他方式；

Applicable Laws means any law or regulation applicable to the Service Provider, its Affiliates or, its Approved Sub-Processors including the Data Protection Laws;

适用法律 指适用于服务提供者、其关联方或其经认可的次级数据处理者的任何法律或法规，包括数据保护法律；

Approved Sub-Processor means each (i) Affiliate (ii) Existing Sub-Processor; and (iii) New Sub-Processor to the extent that each of (i), (ii) and (iii) meet the conditions set out in paragraph 5.5;

经认可的次级数据处理者 指满足第 5.5 条所述条件的各个(i)关联方；(ii)现有次级数据处理者；和(iii)新次级数据处理者；

Client Data means any data (including Personal Data) provided to the Service Provider or any Approved Sub-Processor by the Client in connection with each Letter of Engagement;

客户数据 指客户向服务提供者或任何经认可的次级数据处理者提供的与各业务约定书相关的任何数据（包括个人数据）；

Data Subject Request means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;

数据主体请求 指数据主体根据数据保护法律行使数据主体的任何权利而提出的请求；

Data Protection Laws	means any applicable law regarding the processing, privacy, and use of Personal Data including (to the extent applicable): (i) applicable PRC laws and regulations including, without limitation, the Cyber Security Law of the PRC, the Provisions on Protecting the Personal Information of Telecommunications and Internet Users, the Decision of the Standing Committee of the National People's Congress on Strengthening Network Information Protection; (ii) applicable laws and regulations of the European Union, the European Economic Area and their member states, including the GDPR and the European Electronic Communications Directive.
数据保护法律	指与个人数据的处理、隐私和使用相关的任何适用法律，包括（在适用的范围内）：(i)适用的中国法律法规，包括但不限于《中华人民共和国网络安全法》、《电信和互联网用户个人信息保护规定》、《全国人民代表大会常务委员会关于加强网络信息保护的決定》；(ii) 欧盟、欧洲经济区及其各成员国的适用法律法规，包括《通用数据保护条例》和《欧洲电子通信指令》；
Existing Sub-Processor(s)	means each Affiliate and each third party to which the Service Provider has, at the date of the Letter of Engagement: (i) delegated or outsourced all or part of the services; and/or (ii) transferred Client Data (including Personal Data), in each case pursuant to the terms of the Letter of Engagements;
现有次级数据处理者	指服务提供者在业务约定书签署之日根据业务约定书的条款向其(i)委托或外包全部或部分服务；和/或(ii)转让客户数据（包括个人数据）的每个关联方和第三方；
GDPR	means EU General Data Protection Regulation (EU) 2016/679;
《通用数据保护条例》	指欧盟通用数据保护条例（(EU) 2016/679）；
New Sub-Processor(s)	means any third party, joint venture or Affiliate other than an Existing Sub-Processor to which the Service Provider wishes to delegate the processing of Personal Data pursuant to a Letter of Engagement;
新次级数据处理者	指除现有次级数据处理者之外的服务提供者根据业务约定书希望将个人数据的处理委托于其的任何第三方、合资企业或关联方；
Personal Data	means any Personal Data processed by the Service Provider or an Approved Sub-Processor on behalf of the Client pursuant to or in connection with each Letter of Engagement;
个人数据	指由服务提供者或经认可的次级数据处理者代表客户根据各业务约定书或与之相关处理的任何个人数据；
Restricted Transfer	means any transfer of Personal Data from the Service Provider to any New Sub-Processor where such transfer would not meet the requirements of the Data Protection Laws or would be prohibited by Data Protection Laws;
限制传输	指服务提供者向任何新次级数据处理者进行的任何不符合数据保护法律要求或被数据保护法律禁止的任何个人数据传输；

Supervisory Authority	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.
监管机构	指任何地方、国家或多国机构、部门、官员、议会、公众或法定人士或任何政府或专业机构、监管或监督机构、委员会或负责执行数据保护法律的其他机构。

1.3 In this Data Processing Schedule:

在本数据处理附件中:

1.3.1 "Controller", "Processor", "Data Subject", "Personal Data", "Special Categories of Personal Data", "Processing", "Sub-Processor" and "Appropriate Technical, Organizational Measures" and "Personal Data Breach" shall have the meanings given to them in the GDPR;

“数据控制者”、“数据处理者”、“数据主体”、“个人数据”、“特殊类别的个人数据”、“数据处理”、“次级数据处理者”和“适当的技术、组织措施”和“个人数据泄露”应具有《通用数据保护条例》赋予其的含义;

1.3.2 references to provisions of the GDPR shall include equivalent provisions in other applicable Data Protection Laws;

凡提及《通用数据保护条例》的规定时,应包括其他适用的数据保护法律中的同等规定;

1.3.3 references to any Applicable Laws (including to the Data Protection Laws and each of them) and to terms defined in such Applicable Laws shall be replaced with or incorporate (as the case may be) references to any Applicable Laws replacing, amending, extending, re-enacting or consolidating such Applicable Law and the equivalent terms defined in such Applicable Laws, once in force and applicable;

凡提到适用的法律(包括数据保护法律及其中任一法律)和该等适用法律所界定的术语,任何适用法律及此适用法律所界定的同等术语规定的替代、修正、扩展、重新颁布或合并均应取代之或纳入(视情况而定);

1.3.4 a reference to a law includes all subordinate legislation made under that law; and

对一部法律的提及包括根据该法律制定的所有附属立法,及

1.3.5 this Data Processing Schedule shall survive termination (for any reason) or expiry of any of the Letter of Engagements.

本数据处理附件应在业务约定书终止(无论任何原因)或期满后继续有效。

2. Effective Date and Effect of Terms

生效日期和条款效力

2.1 The effective date of this Data Processing Schedule shall be the later occurring of 25 May 2018 and the date upon which services commence under any Letter of Engagement (the “Effective Date”).

本数据处理附件的生效日期应为 2018 年 5 月 25 日或根据任何业务约定书开始提供服务的日期，以较晚者为准（“生效日期”）。

- 2.2 The terms of this Data Processing Schedule shall be deemed to form part of the Letter of Engagement and shall have effect in place of any terms relating to data protection set out therein.

本数据处理附件的条款应被视为构成业务约定书的一部分，并应具有取代其中所述与数据保护有关的任何条款的效力。

- 2.3 In the event of any conflict between the terms of the Letter of Engagement and this Data Processing Schedule, the terms imposing a higher standard of protection in relation to Personal Data shall prevail.

在业务约定书与本数据处理附件的条款有任何冲突时，应以规定了个人数据保护较高标准的条款为准。

- 2.4 Except as modified by this Data Processing Schedule, the terms of the Letter of Engagement shall remain in full force and effect.

除经本数据处理附件修订的条款外，业务约定书的条款应保持充分的效力。

3. Data Processing

数据处理

- 3.1 The Service Provider shall and shall procure that each Approved Sub-Processor shall:

服务提供者应且应促使每个经认可的次级数据处理者：

- 3.1.1 comply with all applicable Data Protection Laws when processing Personal Data; and

在处理个人数据时遵守所有适用的数据保护法律； 和

- 3.1.2 only process Personal Data in accordance with the Client's documented instructions as set out in the Letter of Engagement, or in any other document or correspondence or as set out in this Data Processing Schedule, unless processing is required by an Applicable Law to which the Service Provider or Approved Sub-Processor is subject; and

仅根据业务约定书或任何其他文件或信函或本数据处理附件中规定的客户的书面指示处理个人数据，除非依据服务提供者或经认可的次级数据处理者必须遵守的某项适用法律进行数据处理； 和

- 3.1.3 notify the Client if in its opinion any instruction given by the Client is in breach of the Data Protection Laws.

如果其认为客户作出的任何指示违反了数据保护法律，应通知客户。

- 3.2 The Client:

客户

- 3.2.1 instructs and grants a general written authorisation for the Service Provider and each Approved Sub-Processor to process Personal Data and to transfer Personal Data to any country or territory as reasonably necessary for the provision of the services and consistent with the Letter of Engagement(s);

指示并授予服务提供者和各个经认可的次级数据处理者处理个人数据的一般书面授权，并将个人数据传输至提供服务所合理必需的任何国家或地区，并符合业务约定书的规定。

- 3.2.2 warrants and represents that it is and will at all times (i) remain duly and effectively authorised to give the instruction set out in paragraph 3.2.1 and (ii) have in place all fair processing notices and (where applicable) consent mechanisms for Data Subjects sufficient to ensure that all processing of Personal Data envisaged by this Data Processing Schedule and each Letter of Engagement will be lawful.

陈述并保证在任何时候及始终(i)会保持适当和有效的授权以发出第 3.2.1 条所述的指示；及(ii)为数据主体制定一切公平处理通知和（在适用情况下）同意机制，足以确保本数据处理附件和各业务约定书所规定的个人数据的全部处理均为合法。

- 3.3 Each Letter of Engagement shall set out details required by Article 28(3) of the GDPR (if applicable).
各业务约定书均应列出《通用数据保护条例》第 28 条第(3)款所要求的详细情况（如适用）。

4. Technical and Organizational Measures and Security

技术和组织措施与安全

- 4.1 The Service Provider shall and shall procure that each Approved Sub-Processor shall implement and maintain, appropriate technical and organisational measures in relation to the processing of Personal Data by such the Service Provider or Approved Sub-Processor to ensure a level of security appropriate to that risk.

服务提供者应且应促使各个经认可的次级数据处理者应实施和维护与该等服务提供者或经认可的次级数据处理者处理个人数据有关的适当技术和组织措施，以确保达到适合于该等风险的安全级别。

- 4.2 The Service Provider shall take reasonable steps to ensure the reliability of any employee, agent or contractor of the Service Provider or any Approved Sub-Processor who may have access to the Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or other contractual, professional or statutory obligations of confidentiality.

服务提供者应采取合理措施，确保能够接触到个人数据的服务提供者的任何员工、代理或承包商或任何经认可的次级数据处理者的可靠性，并确保所有该等人士均遵守保密承诺或其他合同的、专业的或法定的保密义务。

5. Approved Sub-Processors

经认可的次级数据处理者

- 5.1 The Service Provider shall only use Approved Sub-Processors to process Personal Data.

服务提供者仅能使用经认可的次级数据处理者来处理个人数据。

- 5.2 The Service Provider may continue to use its Existing Sub-Processors.

服务提供者可继续使用其现有的次级数据处理者。

- 5.3 The Service Provider shall give the Client prior notice of the appointment of any New Sub-Processor, including details of the processing of Personal Data to be undertaken by such New Sub-Processor.

服务提供者应事先通知客户其任命任何新次级数据处理者，包括该等新次级数据处理者将承担的个人数据处理的细节。

5.4 Each New Sub-Processor shall become an Approved Sub-Processor on the completion of:

在完成下述事项后，各新次级数据处理者应成为一个经认可的次级数据处理者：

5.4.1 the Service Provider providing notice to the Client as envisaged by paragraph 5.3 above; and
服务提供者按照上文第 5.3 条的规定通知客户；及

5.4.2 satisfaction of paragraph 5.5 below in respect of that New Sub-Processor.

针对该新次级数据处理者下述第 5.5 条的要求已被满足。

5.5 With respect to each New Sub-Processor, the Service Provider shall, if applicable Data Protection Laws require, ensure that the arrangement between the Service Provider and the New Sub-Processor is governed by a written contract including terms which offer at least the same level of protection for Personal Data as those set out in this Data Processing Schedule and which meet the requirements of Article 28(3) of the GDPR and/or any other applicable Data Protection Law.

对于各个新次级数据处理者，如果适用的数据保护法律要求，服务提供者应确保其与新次级数据处理者之间的安排受制于书面合同的约束，且该合同的条款应至少提供与本数据处理附件中规定的个人数据保护相同水平的保护，并符合《通用数据保护条例》第 28 条第(3)款和/或任何其他适用的数据保护法律的要求。

5.6 Where the appointment of an Approved Sub-Processor will result in a Restricted Transfer, the Service Provider shall ensure that any applicable Data Protection Laws are adhered to including where appropriate and applicable that safeguards as provided for in Article 46 of the GDPR are in place, which may include but not be limited to incorporating the standard contractual clauses adopted by the European Commission for the transfer of Personal Data outside of the EEA.

如果委派经认可的次级数据处理者将导致一项限制传输，服务提供者应确保遵守任何适用的数据保护法律，包括在适当和适用的情况下，按照《通用数据保护条例》第 46 条的规定建立保障措施，其中包括但不限于纳入欧盟委员会通过的在欧洲经济区以外传输个人数据的标准合同条款。

6. The Service Provider as Controller

服务提供者作为数据控制者

6.1 Notwithstanding any other paragraph in this Data Processing Schedule, the Client agrees that, where the Service Provider or an Approved Sub-Processor determines the means or purpose of processing the Personal Data, the Service Provider or such Approved Sub-Processor shall be acting as a data controller in relation to the Personal Data and not as a data processor.

尽管本数据处理附件有任何其他条款规定，客户同意，若服务提供者或经认可的次级数据处理者确定了处理个人数据的方式或目的，服务提供者或该经认可的次级数据处理者应作为与个人数据有关的数据控制者，而非数据处理者。

6.2 Where the Service Provider or an Approved Sub-Processor acts as data controller in relation to the Personal Data, it shall comply with all applicable Data Protection Laws.

服务提供者或经认可的次级数据处理者作为与个人数据相关的数据控制者时，应遵守所有适用的数据保护法律。

6.3 For the avoidance of doubt, the Client acknowledges that the Service Provider and each Approved Sub-Processor acts as a data controller when it is conducting activity required to comply with:

为免疑义，客户承认，当服务提供者和各个经认可的次级数据处理者作为数据控制者在开展活动时，其应遵守：

6.3.1 applicable Laws (such as but not limited to conducting checks for anti-money laundering purposes and conducting sanctions screening, in each case which the Service Provider is required to conduct under applicable laws, regulation or internal policies); and

适用的法律（例如但不限于为反洗钱目的进行检查和制裁筛查，在每一种情况下服务提供者必须根据适用的法律、条例或内部政策进行）；和

6.3.2 any request made by any financial services regulator or other public authority or governmental body having jurisdiction over the Service Provider or an Approved Sub-Processor.

任何对服务提供者或经认可的次级数据处理者具有管辖权的任何金融服务监管机构或其他公共机关或政府机关提出的任何请求。

6.4 Where the Service Provider acts as a data controller, it shall provide the Client with a fair processing notice in order to facilitate the Client providing a fair processing notice to the relevant underlying Data Subjects and the Client shall provide such assistance as the Service Provider requires in complying with Applicable Laws.

服务提供者作为数据控制者时，其应向客户提供公平的处理通知机制，以便于客户向相关的潜在数据主体提供公平的处理通知，且客户应提供服务提供者在遵守适用的法律方面所要求的协助。

7. Data Subject Rights

数据主体权利

7.1 The Service Provider shall at the cost of the Client:

在客户承担费用的情况下，服务提供者应：

7.1.1 assist the Client by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client's obligations, as reasonably understood by the Service Provider, to respond to requests to exercise Data Subject rights under the Data Protection Laws;

通过实施适当的技术和组织措施以便在可能的范围内，协助客户履行服务提供者所合理理解的客户义务，以回应根据数据保护法律行使数据主体权利的请求；

7.1.2 promptly notify the Client if it or any Approved Sub-Processor receives a Data Subject Request under any Data Protection Law in respect of any of the Client's Personal Data; and

若其或任何经认可的次级数据处理者收到数据主体根据任何数据保护法律提出的与客户的任何个人数据有关的请求，应立即通知客户；和

7.1.3 not respond and procure that any relevant Approved Sub-Processor does not respond to a Data Subject Request except on the documented instructions of the Client or as required by Applicable Laws to which the Service Provider or Approved Sub- Processor is subject, in which case the Service Provider shall to the extent permitted by Applicable Law inform the Client of that legal requirement prior to responding to the request.

不得回应并促使任何相关的经认可的次级数据处理者不得回应数据主体请求, 除非经客户书面指示, 或服务提供者或经认可的次级数据处理者所需遵守的适用法律要求; 在该种情况下, 服务提供者应在适用法律允许的范围内, 在回应请求之前告知客户该等法律要求。

8. Data Protection Impact Assessments and Audit

数据保护影响评估和审计

8.1 The Service Provider shall at the cost of the Client:

在客户承担费用的情况下, 服务提供者应:

8.1.1 provide reasonable assistance to the Client with any data protection impact assessment which the Client is required to undertake in order to comply with Articles 35 and 36 of the GDPR and prior consultations with supervising authorities or other competent data privacy authorities to the extent required under Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law; and

向客户提供与任何数据保护影响评价相关的合理协助, 以便客户遵守《通用数据保护条例》第 35 条和第 36 条的规定, 并在《通用数据保护条例》第 35 条或第 36 条或任何其他数据保护法律同等条款要求的范围内合理协助与监管机构或其他主管数据隐私机构进行事先磋商;

8.1.2 make available to the Client on request such information as is reasonably necessary to demonstrate its compliance with this Data Processing Schedule and shall reasonably allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client and approved by the Service Provider for the purpose of demonstrating compliance by such the Service Provider with its obligations under Data Protection Laws and in respect of the Personal Data.

根据要求向客户提供证明其遵守本数据处理附件而合理所需的信息, 在服务提供者同意的情况下, 为证明该等服务提供者遵守其在数据保护法律和个人数据方面义务的目的, 应合理地允许并协助客户或客户授权的审计员进行审计, 包括检查。

8.2 The information and audit rights set out in this paragraph 8 only arise to the extent that the relevant Letter of Engagement does not otherwise provide the Client with information and audit rights meeting the requirements of Article 28(3) of the GDPR and/or any other applicable Data Protection Laws.

本第 8 条规定的信息和审计权利, 仅在有关的业务约定书没有向客户提供符合《通用数据保护条例》第 28 条第(3)款和/或任何其他适用的数据保护法律要求的信息和审计权利的情况下才会产生。

8.3 The Client shall:

客户应:

8.3.1 give the Service Provider reasonable notice of any audit or inspection to be conducted under paragraph 8.1.2 above;

就根据上述第 8.1.2 条进行的任何审计或检查向服务提供者发出合理的通知;

8.3.2 make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing any damage, injury or disruption the business of the Service Provider or the Approved Sub-Processors in the course of any audit or inspection in relation to Data Protection Laws; and

作出(并确保其各个获授权的审计员作出)合理的努力,以避免在任何与数据保护法律有关的审计或检查过程中对服务提供者或经认可的次级数据处理者的业务造成任何损害、伤害或中断;及

8.3.3 not require audits or inspections to be carried out more frequently than once in any 12 month period and shall ensure that appropriate confidentiality provisions are agreed between the Service Provider and any third party involved in audit or inspection.

客户不得要求在任何 12 个月期间内进行超过一次的审计或检查,并确保服务提供者与参与审计或检查的任何第三方之间达成了适当的保密规定。

9. Incident And Breach Notification

意外事件和泄露通知

9.1 Where required by applicable Data Protection Laws the Service Provider shall, on becoming aware of a Personal Data Breach:

若适用的数据保护法律要求,服务提供者应在获悉个人数据泄露时:

9.1.1 notify the Client without undue delay; and

不得无故延迟地通知客户;和

9.1.2 following such notification, cooperate with the Client and take such reasonable commercial steps as are directed by the Client to assist in the investigation, mitigation and remediation of such Personal Data Breach.

在发出该等通知后,与客户合作并采取客户指示的合理商业措施,以协助调查、减轻和补救该等个人数据泄露事件。

10. Deletion Or Return Of Personal Data

删除或返还个人数据

10.1 Subject to paragraph 10.2 below and save as may be set out in any Letter of Engagement, the Service Provider shall promptly and to the extent technically possible on the Client's written request, delete and procure the deletion of all copies of the Personal Data after processing by the Service Provider of any Protected Data is no longer required for the purpose of the Service Provider's performance of its relevant obligations under this Data Processing Schedule or the Letter of Engagement(s).

除下述第 10.2 条的规定和任何业务约定书中另有规定外，在服务提供者无需为了履行其在本数据处理附件或业务约定书项下的相关义务而处理任何受保护数据时，服务提供者应根据客户的书面请求迅速地并在技术上可能的范围内删除并促使删除所有个人数据的副本。

10.2 Notwithstanding paragraph 10.1 above, the Service Provider and each Approved Sub-Processor may retain Personal Data to the extent required by and for such period as required by Applicable Laws.

尽管有上述第 10.1 条的规定，服务提供者和各个经认可的次级数据处理者均可在适用法律所要求的程度和期限内保留个人数据。

11. General Terms

通用条款

11.1 The Client hereby submits to the choice of jurisdiction stipulated in the Terms of Business with respect to any disputes or claims howsoever arising under this Data Processing Schedule in relation to the processing of Personal Data pursuant to the relevant Letter of Engagement.

与根据相关业务约定书进行的个人数据处理有关的本数据处理附件项下的任何争议或索赔，客户特此接受本服务条款中规定的管辖权选择。

11.2 This Data Processing Schedule and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated in these Terms of Business.

本数据处理附件以及由其产生或与之有关的所有非合同或其他义务受本服务条款中所规定的国家或地区的法律管辖。