反腐败和反贿赂守则 Anti-bribery and Anti-Corruption

甲方：诺瓦物流管理（深圳）有限公司

Nova Logistics Management (Shenzhen) Co., Ltd.

乙方：

对于甲方而言，遵守反贿赂和反腐败的相关法律至关重要,乙方及其员工、代理人、顾问、承包商和分包商，都应遵循以下规定：

Compliance with Applicable Law in relation to bribery and corruption is a matter of fundamental importance for Party A. Party B, including its employees, agents, consultants, contractors and subcontractors, shall:

(a)遵守与反贿赂和反腐败有关的法律规定；

(a) act in accordance withall Applicable Law relating to briberyand corruption;

(b)不应故意或过失实施任何可能导致甲方违反条款(a)所提及的法律的行为；

(b) not do or omit to do anything likely to cause the Party A to be in breach of any of the law referred to in clause (a);

(c)不给予、承诺、收受或索取任何贿赂(经济利益或其他利益),包括任何与公务员有关的贿赂；

(c) not give, promise, receive or request any bribes(financial or other advantage), including inrelation to any public official;

(d)坚持有效的反贿赂(包括送礼和招待)合规计划，以确保遵守条款(a)所提及的法律规定，包括监督合规情况和检测违规行为；

(d) maintain an effective anti-bribery (including gift and hospitaliy）compliance program, designed to ensure compliance with the law referred to in clause (a), including the monitoring of compliance and detection of violations;

(e)经甲方合理要求，乙方应合理地协助甲方遵守条款(a)所提及的法律要求的

反贿赂、反腐败有关的义务。

(e) reasonably assist Party A,at Party A's reasonable request, to comply with obligations related to bribery and corruption required by the law referred to in clause (a).

在本协议期间，若在诉讼、仲裁或行政程序中发生任何针对甲方提出的欺诈、贿赂、腐败或其他非法行为的指控，或者对此类指控进行任何调查，乙方应立即通知甲方该等情况。

Party B shall promptly notify Party A of any allegation of fraud, bribery or corrupt or unlawful practices made against Party Ain court, arbitration or administrative proceedings, or if any investigation is commenced in respect of such allegations, at any time during the term of this Agreement.

乙方在此承诺赔偿甲方及其董事、高管、员工、代理人和关联公司因乙方违反或视为违反以上条款而可能遭受的一切损失.

Party B hereby indemnifiesthe Party A and its directors, officers, employees,agentsand affiliates against all losses which they may suffer as a result of a breach or deemed breach ofthe above Clause by Party B.