

Service Agreement

for

Audi Group Media Gala Event Services

This Service Agreement, hereinafter referred to as "**Agreement**", is entered into and made effective as of 15th Nov. in Beijing by and between:

Audi (China) Enterprise Management Co., Ltd. (hereinafter referred to as "**Party A**"), a wholly foreign-invested limited liability company registered and existing under the laws of the People's Republic of China ("**China**") with registered address at F/L3-F/L6, Tower 1, No. 34 Xiaoyun Road, Chaoyang District, Beijing, China;

and

EventPlus Marketing Services Co. Ltd. (hereinafter referred to as "**Party B**"), a limited liability company registered and existing under the laws of China with its registered address at C06 A, Block 44, 2-1, (No. 9 Radio Component Factory) Shengou Cun, Chaoyang District, Beijing, P. R. China.

Party A and Party B are hereinafter referred to individually as "**the Party**" and collectively as "**the Parties**".

WHEREAS:

Party A desires to engage Party B and Party B agrees to provide Party A with Audi Group Media Gala Event services (hereinafter the "**Services**"). Party B has relevant professional capabilities and legal qualifications; the copy of the Business License of Party B is attached to this Agreement as Appendix I.

THEREFORE, after friendly consultations between the Parties in accordance with the Civil Code of China and other applicable laws and regulations of China and the principle of equality and mutual benefit, it is hereby agreed between the Parties as follows:

1. Background and Scope

1.1 Engagement

- a. Party A intends to engage Party B and Party B agrees to provide Party A with the Services as more specifically set forth in Article 2 and Appendix II of this Agreement;
- b. Party A shall make the payment of service fees and other relevant costs and expenses to Party B in exchange for Party B rendering the Services under the Agreement subject to Party A's prior written confirmation;
- c. The Parties shall perform other duties and obligations set forth in the Agreement, Schedule A and attached appendices.

2. Engagement of Services

- 2.1 The detailed specifications of the services and deliverables to be rendered by Party B to Party A are defined in Appendix II. The scope of the Services could be adjusted or changed by Party A at its sole discretion for the benefit of the Project. Should such adjustments change the scope of Services and deliverables as set forth herein and Party B's workload in a significant manner, the Parties shall reach a supplementary agreement separately for the changed Services and deliverables.
- 2.2 Party B is entitled, subject to Party A's prior written consent, to enter into agreements or contracts with qualified third parties where such subcontracts are necessary for Party B's provision of certain parts of the Services under this Agreement. Party B is not entitled to assign or subcontract to third parties the entirety of its obligations under this Agreement. In the event of subcontracting as mentioned above, Party B acts as a principal on its own account and not as an agent for and on behalf of Party A, in respect of such contracts with third parties and shall be solely liable for any payment due to the third parties. Party B is responsible for the safety of such third parties and for ensuring the full compliance of such third parties with the terms and conditions of this Agreement (including but not limited to any obligations of Party B under Article 7, Article 8 and Article 9) and that the quality of such third parties' work (including any products and deliverables) accords with Party A's requirements and standards. Party B warrants that it shall indemnify and hold harmless Party A or Party A's Affiliates against any claim and liabilities arising from such agreements or contracts with such third parties.
- 2.3 Party B shall provide the Services in accordance with the Agreement and any and all the reasonable requirements and instructions from time to time given by Party A during performance of the Agreement to the extent that these requirements and instructions do not contravene the laws or generally accepted industry standards.

- 2.4 Party B shall set up an Audi China Engagement Team consisting of a project manager and other professional working staffs who are equipped with professional skills, experience and knowledge to provide the Services in accordance with the Agreement and Party A's requirements. Party B shall ensure that its Audi China Engagement Team shall invest 100% of their working hours on performing this Agreement, as well as ensure the stability of the key team members to maintain the consistency of the deliverables. Party B shall, upon request of Party A, replace the members of its Audi China Engagement Team due to his or her proved failure to perform Services as per the requirements of Party A or to the satisfaction of Party A. Party B shall ensure its personnel working for this Project are the employees of Party B and shall take out insurance for these personnel, and Party B shall assume the compensation liabilities for the personal injuries or property damages suffered by the foregoing personnel during the term of this Agreement. No Party B's working staff shall be construed as an employee of Party A by virtue only of this Agreement or the performance of Party B's obligations under this Agreement. Party B shall indemnify and hold harmless Party A or Party A's Affiliates against any loss, liability, and third party claims issued by Party B's employees in connection with this Agreement.
- 2.5 Party B shall communicate with Party A and/or acquire Party A's confirmation on a regular basis throughout the duration of this Agreement to ensure the Services (including any products and deliverables) satisfy Party A's requirements. Where Party A's prior written approval is required for any item under this Agreement, Party B shall ensure that such approvals are obtained in a timely manner and that the items dependent on such approvals proceed on time.
- 2.6 Party A is entitled to supervise and oversee the Services provided by Party B in order to ensure satisfactory performance. Such rights of Party A include without limitation the rights to inspect, audit, and/or stop work, make suggestions or recommendations as to the details of the work, and request modifications to the scope of the Services, request the termination and/or replacement of Party B's subcontractors/assignees, and require quality improvement, rework or replacement if the Services provided by Party B fail to meet the agreed specifications or otherwise are deemed unsatisfactory by Party A.
- 2.7 Party B shall ensure the Services provided by Party B comply with all Chinese laws and regulations and professional standards. Party B shall indemnify and hold harmless Party A, AUDI AG, Volkswagen AG or their Affiliates (together "Volkswagen Group Companies") against any loss,

injury, liability, and third party claims arising in connection with Party B's performance (including services performed by Party B's subcontractor) of the Services under this Agreement. Party B undertakes that it has all the necessary qualification and approvals required for the completion of the Services under this Agreement, and shall be responsible for obtaining the necessary approvals, permits and authorizations from relevant governmental authorities or third parties required for the performance of the Services. Party B also undertakes to do its best with all due care and diligence on rendering Services to Party A.

- 2.8 It is hereby agreed by the Parties, that if Party B fails to provide the Services in accordance with the agreed work schedule under the Agreement, or the quality of the Services and deliverables provided by Party B fails to meet the professional industrial standards or the requirements stipulated by Party A in this Agreement, or Party B is otherwise in breach of the Agreement, Party A is entitled to give written notice to Party B describing the nature and scope of the breach and demand that Party B cure the breach at its own cost within a reasonable time specified in the notice ("**Cure Period**") (provided that if there is a breach of Confidentiality Clause, there shall be no Cure Period). If Party B fails to cure the breach within the Cure Period, Party A is entitled to refuse payment for the subject matter or milestone. In addition, if any of Party B's breach further causes extra damages (e.g. losses caused by project delay) to the Party A, Party A reserves the right to claim damages arising from Party B's breach.

3. Delivery and Acceptance

- 3.1 The working schedule has been defined in Appendix II subject to the mutual agreement of the Parties. Party A may change the delivery schedule for all or part of the Services based on the actual performance status.
- 3.2 Party B undertakes that it shall render the Services to Party A with all due diligence and ensure that the Services are provided to Party A in accordance with the agreed schedule without any delay, unless otherwise expressly agreed upon by both Parties where the late delivery occurs due to any reasons beyond Party B's reasonable forecast and control.
- 3.3 Party B shall promptly inform Party A in writing when it has completed its work. The Parties shall then agree on a date for the presentation and acceptance of the subject services and deliverables.

- 3.4 A written Acceptance Certificate shall be prepared stating in detail, among other things, the scope of the services and deliverables accepted by Party A without reservations. By signing the Acceptance Certificate, Party A acknowledges that the services and deliverables accepted without reservations has been concluded.
- 3.5 If any deliverables require installation and debugging, Party B shall dispatch professional technical staff with the appropriate equipment and tools required for the installation and debugging procedure to the place designated by Party A to install and debug any deliverables. Party B shall complete such installation and debugging procedures within the agreed period defined in the written notice for installation and debugging issued by Party A to Party B and accepted by Party B. Party B is responsible for the safety of such staff during the installation and debugging procedures, and shall take appropriate safety measures at the place of installation and debugging. Party B is responsible for any and all damage to or loss of the Equipment and deliverables during the delivery and installation. In the event of such damage or loss, Party B shall immediately repair or upon the request of Party A, replace the damaged or lost Equipment and deliverables at its own cost and Party A is entitled to claim against Party B for compensation of losses resulting from replacement or repairs.
- 3.6 Party B is required to deliver comprehensive project documentation to Party A at the latest upon completion of each milestone, such documentation shall include without limitation all working documents / materials provided to them and/or created. The project documentation shall be detailed enough to give Party A an adequate overview of the work performed and permit it to understand and reproduce the results obtained.

4. Equipment

- 4.1 In connection with the Services to be provided Party B under this Agreement, Party B may have to purchase certain equipment or tools on behalf of Party A (the "**Equipment**", details is referred to in Appendix III) that is necessary for the performance of the Services under this Agreement and each Individual Contract. "Equipment" shall also include any related manufacturer's warranties, instruction and other owner's manuals, tools, parts, components and all other related items. Equipment can only be purchased upon written approval of Party A.
- 4.2 It is understood that Party B shall have, or shall obtain, purchase and maintain all necessary materials and equipment necessary for Party B's performance of its obligations hereunder, which shall be included in the

Services defined above.

- 4.3 Party B acknowledges and agrees that Party A is the sole and exclusive owner of all right, title and interest in and to the Equipment. In no event shall the Equipment be deemed to be a part of Party B's real property. Party B will not claim or identify the Equipment as being the property of Party B.
- 4.4 Party B shall maintain the Equipment in a clean and orderly condition, shall protect the Equipment from deterioration other than normal wear and tear, and shall use, operate and maintain the Equipment in the regular course of business only, within its normal capacity, without abuse, and in a manner consistent with any instructions provided to Party B by the manufacturer and/or seller of the Equipment or Party A.
- 4.5 Party B shall use the Equipment solely in connection with the Services under this Agreement. Party A shall not be liable or otherwise responsible for any loss, damage or other consequence suffered by Party B or any other party as a direct or indirect result of the use of the Equipment by Party B, its employees or agents or any unauthorized person while the Equipment is in the possession of Party B. Party A shall not be responsible for any personal injury suffered by any Party B employee or agent arising directly or indirectly from the use of the Equipment. The Equipment shall be used only by employees of Party B, or Party A's or Party A's Affiliates' employees in conjunction with Party B's employees, who have been properly trained in the operation of the Equipment.
- 4.6 Upon expiration or termination of this Agreement, Party B shall immediately discontinue the use of the Equipment and, at the Party A's sole discretion, return them to Party A at Party B's own cost or use them in further projects of Party A. Party A is entitled to, at its sole discretion and at any time during the Term of the Agreement request Party B to return the Equipment.

5. Fees and Expenses

- 5.1 In consideration of the Services provided by Party B under the Agreement, Party A shall pay service fees and other relevant expenses in relation to provision of the Services ("**Fees and Expenses**") to Party B.
- 5.2 The aggregate amount of the Fees and Expenses payable by Party A to Party B under the Agreement shall be **RMB 3,316,666** in total, subject to the agreed and actually delivered Services and deliverables as set forth

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in Article 2 and Appendix II of the Agreement. The foregoing amount shall be inclusive of the taxes and duties to be levied on Party B in accordance with the applicable laws and regulations of China by virtue of or relating to the provision of the Services under the Agreement.

The detailed breakdown of the abovementioned Fees and Expenses could be referred to in Appendix III.

- 5.3 Party B shall use its best efforts to perform the Services in the cost-effective manner and to ensure that the actual amount of expenses does not exceed the respective total sum of the Fees and Expenses. If additional fees and expenses are indeed required which are beyond the reasonable control of and were not reasonably foreseeable by Party B, Party B shall obtain Party A's prior written approval for such additional amount(s) prior to the occurrence. Party B agrees that Party A is not liable or responsible for such amounts if they are incurred without Party A's written approval or before Party A's written approval is obtained.
- 5.4 The abovementioned Fees and Expenses include all expenses paid or incurred by Party B in connection with Party B's performance of its obligations under this Agreement, including without limitation any third party costs, travelling costs, communication expenses, and out-of-pocket expenses. Unless otherwise expressly agreed in writing by Party A in writing beforehand, Party B is not entitled to any reimbursement or payment from Party A in addition to the Fees and Expenses.

6. Payment Terms

- 6.1 The payment of the Fees and Expenses shall be made by Party A to Party B after the project based on the Services and deliverables actually delivered to and accepted by Party A in the form of an Acceptance Certificate.
- 6.2 For each of payment milestone, after Party B has completed the provision of required Services in accordance with the requirements of Party A and all the deliverables have passed the inspection and acceptance of Party A, Party B shall issue to Party A the legally valid tax invoices of the due payment of the Fees and Expenses. Party A shall settle the due payment to Party B within 45 working days against the presentation of the invoices.
- 6.3 The Parties agree that the due payment of Fees and Expenses listed above shall be settled by Party A in currency of RMB via bank telegraphic transmit. The detailed information about the bank account of Party B is

as follows:

Account Name: 北京博源意嘉市场咨询有限公司
Opening bank: 建设银行北京百子湾路支行
Bank account number (RMB): 11001029400053009457

The Parties are responsible for their own bank charges incurred in relation to this transaction.

7. Warranties

7.1 Party B warrants to Party A that it will carry out the services in a proper and careful manner based on the latest scientific and technical state of art, utilizing all of its own applicable knowledge and experience, and with the exercise of scientific due diligence. Party B guarantees that all Services and deliverables provided under this Agreement will conform to the requirements and specifications stated herein and in each appendix. Party A's acceptance of Services shall not relieve Party B from its obligations under this warranty. The Warranty Period amounts to three (3) years and begins to run upon the issuance of the Acceptance Certificate by Party A. In the event the Services are defective during the Warranty Period, Party A may at its sole discretion require substitute performance (rectification of defects or re-performance of the Services). Party B shall bear all costs incurred in connection with substitute performance. If Party B fails to provide the requested performance within [60] days or a longer period as required for such performance agreed by both parties upon receiving Party A's written request or the subsequent performance is unsuccessful and Party B cannot provide the appropriate solution in reasonable period, Party A is entitled:

- a. (i) to rectify the defect itself or have it rectified by a third party and require reimbursement of the necessary reasonable related costs from Party B or (ii) appropriately reduce the agreed Fees and Expenses or (iii) rescind this Agreement and require return of any Fees and Expenses already paid for the time period when the defects exist, and
- b. to claim compensation for the damage it suffers by reason of the defect and reimbursement of the expenses it incurred in reliance on receipt of defect-free Services.

7.2 If a claim is raised against a member of the Volkswagen Group Companies based on no-fault liability (e.g. product liability), and a development or design flaw or defect for which Party B is responsible is a cause of the claim, Party B shall insofar indemnify Volkswagen Group

Companies against, hold them harmless from, and procure its release from the claim in question where Party B could have avoided the development or design flaw or defect under the latest scientific and technical state of the art at the time of performance of the development or design work.

8. Ownership of Materials and IP Rights

- 8.1 All deliverable concept, code, artwork, images, communication, materials, drawings, information, design, data, reports, analysis, presentations, electronic tools, applications and systems, and other work ("**Materials**") created by Party B, its employees or its subcontractors (if any) pursuant to this Agreement shall be the sole property of Party A and/or AUDI AG, VW AG (rather than Party B, its employees or its subcontractors).
- 8.2 Party B shall ensure that, to the fullest extent possible under the law, Party A, AUDI AG and VW AG shall own any and all rights, title and interests (including without limitation copyrights, trademarks, patents, domain name and other intellectual property rights and trade secrets, collectively "**Audi IP**") with respect to the Services, in particular any work or thing created or developed by Party B or any derivatives thereof pursuant to this Agreement. Party B transfers, assigns and hereby agrees to assign, to Party A, AUDI AG and VW AG, without additional compensation, all right, title and interest in and to the Audi IP and any derivatives thereof. Party B agrees to execute additional transfer documents as may be reasonably requested by Party A and/or AUDI AG, VW AG and do all acts necessary in order to secure title or any other rights for Party A and/or AUDI AG, VW AG under this Agreement.
- 8.3 Party B understands and agrees that all the concept, code, artwork, images, communication, materials, drawings, information, design, data, reports, analysis, presentations, electronic tools, applications and systems, and other work provided by Party A and/or AUDI AG, VW AG to Party B for the performance of the Agreement or any derivatives thereof ("**Audi Background Materials**") shall remain the property of Party A and/or AUDI AG, VW AG. Party A and/or AUDI AG, VW AG shall retain all right, title and interest, including intellectual property rights, in and to intellectual property that exists by Party A and/or AUDI AG, VW AG prior to the Effective Date of this Agreement or that is made, developed or acquired by Party A and/or AUDI AG, VW AG independently of any services under this Agreement ("**Audi Background IP**").

- 8.4 Party B undertakes that itself and its subcontractor(s) (if any) shall not use for a purpose other than this Agreement, or provide to any third party (including any Party B's employees not involved in providing Services to Party A) the aforementioned Materials, Audi IP, Audi Background Materials, Audi Background IP and any deliverables produced under this Agreement or other related work without the prior written consent of Party A. Party B shall be liable for any breach of the foregoing by Party B and/or its subcontractor(s) (if any).

Materials, Audi IP, Audi Background Materials, Audi Background IP and Project related information should not, under any circumstances, be revealed to Party A's competitor(s) when such competitor(s) engages or is intend to engage Party B as service provider. If, Party B intends to use any trademarks from Audi brands in its advertising brochure, advertisement, Party A index, etc. for the purpose of publicity, Party B shall get Party A's written approval beforehand. In such written approval, the levels of usage and the duration of usage must be stipulated.

- 8.5 Party B represents and guarantees that it will abide by all relevant legal requirements in its performance of this Agreement and it shall not infringe any legal rights of any third parties, including but not limited to copyrights, trademarks, patents and other intellectual property rights and trade secrets, in the course of providing the Services. Party B shall indemnify and hold harmless Volkswagen Group Companies against any loss, liability or claim/penalty from any third party.
- 8.6 Party B undertakes to use all best care in handling and storing of the Materials and any information or property provided by Party A and/or AUDI AG, VW AG for this Project. Once such Materials, information or property of Party A and/or AUDI AG, VW AG are forwarded to or produced by Party B and/or its subcontractor(s) (if any), Party B becomes responsible for the safekeeping of these Materials, information or property. Party B shall be liable for any loss or damage or destruction of such Materials, information or property, including without limitation any loss or damage caused by its subcontractor(s) (if any) or third parties.
- 8.7 Except otherwise agreed by Party A in writing, upon completion of the Agreement, Party B shall transfer, assign and make available to Party A (or AUDI AG, VW AG at Party A's sole discretion) all property and Materials in Party B's possession or subject to Party B's control (including all property and Materials in possession of Party B's subcontractors or third parties) that are the property of Party A and/or AUDI AG, VW AG, regardless of what form such Materials are in (e.g. electronic, paper-based) and regardless of whether such Materials had

been obtained under the terms of this Agreement or in any other way.

- 8.8 Party B shall document all Audi IP and provide such documentation to Party A and/or AUDI AG, VW AG. Party B agrees to assist Party A and/or AUDI AG, VW AG in obtaining, registering, perfecting and enforcing all trademarks, copyright, patents, trade secret or other IP rights necessary to protect Party A's and/or AUDI AG, VW AG's exclusive interest in Audi IP. This includes the disclosure of all pertinent information, the execution of applications, specifications, and assignments and any other documents required by Party A and/or AUDI AG, VW AG to acquire the desired protection.
- 8.9 If under any applicable laws or regulations, Party B retains any rights, title, or interest in and to Audi IP, Party B hereby grants to Volkswagen Group Companies free of charge, a perpetual, worldwide, exclusive, transferable, irrevocable, and sub-licensable right of use and exploitation without restrictions with respect to such rights, title, or interest in the moment in which they arise regardless of whether it is protected or protectable by any applicable laws and regulations.
- 8.10 A perpetual, non-exclusive, irrevocable, transferable, sub licensable, worldwide right of use and exploitation without restrictions is hereby granted to Party A and AUDI AG, VW AG with respect to all patents, copyrights, know-how, trade secret, other intellectual property rights and their derivatives enjoyed by Party B prior to the commencement of the Services that are necessary or useful for the utilization of Audi IP or the Services or otherwise incorporated into Audi IP or the Services (the "Party B's Background IP"); Party A, AUDI AG, and VW AG may sub-license this right to meet their own needs and requirements. Such right shall be transferable and sub licensable to Volkswagen Group Companies. The aforementioned right of use is granted free of any additional charge.
- 8.11 Both Parties confirm and agree that the stipulated Fees and Expenses paid by Party A constitute payment in full for the acquisition, transfer, use and exploitation of Audi IP and/or Party B's Background IP. Any compensation payable for Party B's employee inventions shall be borne by Party B.
- 8.12 Except otherwise agreed by Party A in writing, Party B and their affiliated legal entities/associates/assignees do not have the right to use any of the registered trademarks of Audi brand worldwide, nor shall they have the right to profit from that.

- 8.13 Party B agrees to impose the same obligations as defined in this Article (Ownership of Materials and IP Rights) and Article 10 (Confidentiality) below on its personnel, and shall be liable for any breach of the obligations by such personnel.

9. Employment of Free Software

- 9.1 Party B shall inform Party A whether any Materials, Audi IP or Party B's Background IP include open source software, freeware and/or public domain software as well as single components or parts thereof (collectively the "**Free Software**") or not.
- 9.2 Where Materials, Audi IP or Party B's Background IP include Free Software, Party B shall issue a thorough and full report to Party A specifying the regulations regarding the employment of Free Software.
- 9.3 There's no obligation for Party A to accept the employment of Free Software within Materials, Audi IP or Party B's Background IP. Party B's above report does not result in an acceptance of the employment of Free Software by Party A. A rejection of Party A to employment of Free Software is especially possible to prevent security or legal risks.
- 9.4 With respect to any accepted employment of Free Software, Party B shall not incorporate, link, distribute or use any Free Software in conjunction with any Materials, Audi IP or Party B's Background IP in such a way that: (i) creates, purports to create, or has the potential to create obligations with respect to Materials, Audi IP or Party B's Background IP, including without limitation the distribution or disclosure of any source code; or (ii) grants, purports to grant, or has the potential to grant to any third party any rights to or immunities under any Materials, Audi IP or Party B's Background IP. Party B shall not use any Free Software in a manner that shall cause any Materials, Audi IP or Party B's Background IP to become subject to any encumbrance under the terms and conditions or license of any Free Software or third parties (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License").
- 9.5 Both Parties agree that Party B's commitment under Article 8.4 is still applicable in case of employment of Free Software under this Article.

10. Confidentiality

- 10.1 During the term of this Agreement and after termination or expiration of

this Agreement for any reason, Party B, on behalf of itself and its employees, hereby covenants and agrees that Party B shall:

- a. exercise best care and caution to keep confidential any and all proprietary and other information (the "**Information**") concerning the business and operation of Party A, any Affiliates or any related third party, or is otherwise related to this Agreement, which becomes known to Party B by reason of the performance of its Services on Party A's behalf. The Information includes, but is not limited to, corporate plans and strategies, communication records between the Parties, communication record between Party A and its Affiliates that come to knowledge to Party B, communication record between Party A and any third parties; including government authorities, new product samples, specifications, formulations and pricing information as well as the existence, contents and results of this Agreement;
- b. not disclose any related information to any third party (including any employees of Party B not involved in providing Services to Party A), unless to do so is required in connection with the performance of its Services and agreed by Party A in advance, and in such event Party B shall ensure said third party is made aware of and complies with Party B's obligations of confidentiality under this Agreement;
- c. not use, or enable any third party to use, any related information for a purpose other than the performance of obligations under this Agreement; and
- d. return to Party A all such information then in the possession of Party B and/or its permitted subcontractor at the termination or expiration of this Agreement.

- 10.2 Subject to Party A's prior written consent, Party B is entitled to enter into agreements or contracts with third parties to execute this Agreement in part in accordance with Article 2.3 above, and where it is necessary to disclose confidential information of Party A to such third parties in the course of such subcontracts, Party B agrees to ensure that the relevant third parties are made aware of and comply with the obligations of confidentiality stipulated under this Agreement before disclosing the confidential information on a "need-to-know" basis. If requested by Party A, Party B shall ensure that such third parties maintain the confidentiality of the confidential information by executing separate confidentiality agreements with such third parties on terms no less strict than those set

out under this Agreement. Party B is liable for any breach of confidentiality by such third parties.

11. Term

The Agreement shall enter into effect on the Effective Date and shall expire after all the rights and obligations stipulated under this Agreement have been performed by the Parties, unless otherwise early terminated by either Party in accordance with the terms and conditions of this Agreement. The Parties agree that Article 7 (Warranties), Article 8 (Ownership of Materials and IP Rights), Article 9 (Employment of Free Software), Article 10 (Confidentiality), Article 14 (No Promotion) and Article 18.1 shall survive the termination of this Agreement.

12. Notice

Any notice or written communication provided for in the Agreement by either Party to the other, including but not limited to any and all offers, writings, or notices to be given hereunder, shall be made in English by courier service delivered letter or by facsimile and confirmed by courier service delivered letter, promptly transmitted or addressed to the appropriate Party. The date of receipt of a notice or communication hereunder shall be the date of delivery confirmed by the courier service in the case of a courier service delivered letter and the next Business Day after dispatch in the case of a facsimile. All notices and communications shall be sent to the appropriate address set forth below, until the same is changed by notice given in writing to the other Party.

Party A:

Audi (China) Enterprise Management Co., Ltd.

Mailing Address: F/L3-F/L6, Tower 1, No. 34 Xiaoyun Road, Chaoyang District, Beijing, China;

Telephone No.: 13810094753

Attention: Zhu Yuenan

Party B: EventPlus Marketing Services Co. Ltd.

Mailing Address: C106A, Shangba Design + AD Park, Sihui Bridge, Chaoyang District, Beijing

Telephone No.: 13910727621

Attention: Linda Wang

13. Acknowledgement of Understanding

The Parties acknowledge that they have read and understood this Agreement, Schedule A (General Terms and Conditions) and the attached Appendices, and

agree to be bound by their terms and conditions. Further, the Parties agree that this Agreement, Schedule A (General Terms and Conditions) and the attached Appendices are the complete and exclusive statement of the agreement between the Parties regarding the subject matter described herein and supersede all proposals or prior agreements, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement.

14. No Promotion

Under this Agreement, unless with Party A's prior written approval or required to perform the obligations hereunder, Party B shall not use Party A's company name or any variation thereof (including but not limited to any "Audi" logos, and images, etc.) in any advertising, publicity or promotion, shall not by any means promote the transaction relationship between the Parties, and shall not use any trademark, trade name, trade dress or other mark or symbol in which Party A or any of its Affiliates have interest.

15. Integrality and Ranking

The Parties acknowledge and agree that this Agreement together with Schedule A (General Terms and Conditions), the attached Appendices, supplementary agreements to be executed, and confirmation letters to be issued during the performance of the Agreement shall constitute the entire Agreement. In case of any discrepancy among the terms and conditions of these aforesaid documents, the Parties agree to interpret the conflicting provisions in the following ranking: (i) supplementary agreements; (ii) this Agreement; (iii) Appendix II; (iv) Appendix III; (v) Schedule A.

16. Supplementary Provisions on Variations and Terminations

16.1 The Parties acknowledge and agree that the Agreement shall be legally binding upon both Parties as of the Effective Date of the Agreement, and shall be only varied subject to the mutual agreement of both Parties. Variations on the Agreement shall be valid only if made in writing following mutual agreement of the Parties and signed by both Parties.

16.2 Unless otherwise provided in this Agreement, neither Party shall terminate the Agreement after it coming into force. Party A has the right to early terminate the Agreement with immediate effect by giving Party B a written notice; where Party B hasn't commenced to perform its Services, Party A shall be entitled to terminate the Agreement with prior written notice; and where Party B has commenced to perform the Services, Party A shall pay Party B the service Fees and Expenses on a

pro rata basis as consideration of the completed Services.

- 16.3 If Party B fails to perform the Services on schedule due to Force Majeure, and Party B has provided written notice of the Force Majeure event to Party A within three working days of the commencement of the event, the delivery date of the Services could be postponed subject to Party A's written consent. In the case of Force Majeure, Party A is also entitled to terminate this Agreement and pay Party B the Fees and Expenses on a pro rata basis as consideration of the completed Services.

17. Supplementary Provisions of Breach of Agreement

Failure by either Party to perform any duties or obligations set forth under the Agreement shall be considered as breach of Agreement, and the breaching Party should compensate the other Party against losses and damages so incurred by its acts of breach of Agreement.

18. Data Compliance

Party B warrants that

- (i) it shall comply with the terms of this Agreement and all applicable data protection, privacy, and cybersecurity laws and regulations and all applicable Chinese GB standards ("Data Protection Laws");
- (ii) its acquisition and collection of the personal data from data subject are in full compliance with Data Protection Laws. It shall properly preserve the proof of such compliance, either in digital or printed form. It shall provide proof of such compliance upon Party A's written request. The failure to provide such proof within a reasonable period shall be considered as a breach of the Agreement and Party A shall also have the right to immediately terminate the Agreement;
- (iii) it has obtained any and all necessary permissions and authorizations from the data subject in a lawful and effective manner prior to sharing or transferring any personal data with or to Party A. It shall properly preserve the authorization document or any authorization proof from the data subject, either in digital or printed form. It shall provide such authorization document or proof upon Party A's written request. The failure to provide the proof of permission and authorization from the data subject within a reasonable period shall be considered as a breach of the Agreement and Party A shall also have the right to immediately terminate the Agreement.

19. Miscellaneous

- 19.1 Party A is entitled and has the sole discretion to transfer or assign part or full of the rights and obligations under the Agreement and/or any of its Supplementary Agreement to any third party including Party A's affiliated companies, including but not limited to Volkswagen (China) Investment Company Limited or Mobility Asia Smart Technology Company Limited. Party B shall cooperate with Party A for implementing such transfer or assignment as per the request of Party A, including but not limited to sign any assignment agreement for such purpose.
- 19.2 This Agreement shall be governed, construed and interpreted by, through and under the laws of China. In case no agreement can be reached to resolve the dispute, either party shall have the right to submit the dispute to China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in Beijing in accordance with the arbitration rules of CIETAC in effect at the time of the application for arbitration. The language of the arbitration shall be English. Any arbitration award will be final and binding upon the parties. In the course of dispute resolution, this Agreement shall be continuously valid and be performed by both parties except for the part under arbitration.
- 19.3 The Parties shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting this Agreement or pertaining to the Parties when performing this Agreement.
- 19.4 This Agreement terminates and supersedes all prior understandings, warrants, contracts and/or agreements on the subject matter hereof.
- 19.5 This Agreement is executed in English language in 2 originals. Each Party holds 1 original.

(The rest of the page is intentionally left blank.)

(Signature Page)

IN WITNESS WHEREOF the Parties have duly executed and delivered this Agreement

Party A: Audi (China) Enterprise Management Co., Ltd.
(Company Seal)

Signed By: [Signature]

Names: Mrs. Zhou Xuellian

Titles: Audi China Purchasing

Date: 2023-11-08



[Signature]
PETER ZOSHER

CEO

2023-11-15

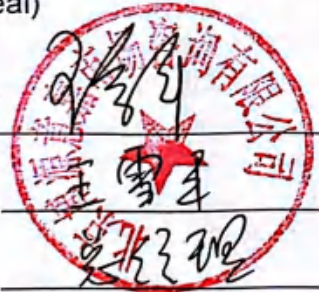
Party B: EventPlus Marketing Services Co. Ltd
(Company Seal)

Signed By: [Signature]

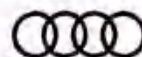
Name: [Signature]

Title: [Signature]

Date: _____



- Schedule A: General Terms and Conditions & 1st Amendment to General Terms and Conditions(GTC)
- Appendix I: Copy of Business License of Party B
- Appendix II: Specification book
- Appendix III: Quotation



General Terms and Conditions

一般条款和条件

1. DEFINITIONS
定义

In this Agreement, unless inconsistent with the context or otherwise specified, the following terms shall have the following meanings:

在本协议中，除非与上下文不一致或文中另有所指，下列文字应具有以下的含义：

"Affiliate" means any entity, directly or indirectly, controlling, controlled by, or under common control with such entity, in each case on, or at any time after, the date of this Agreement (as defined below), where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management of a person or entity, whether through the ownership of securities, by contract or otherwise;

“关联企业”是指在本协议签订之日（详见下文之定义）之后的任何时间直接或间接地控制、被控制、或与该实体同属于一个控制人的任何实体。“控制”是指直接或间接地通过持股、合同或其他方式拥有管理另一人或实体的权力；

"Agreement" means this General Terms and Conditions, together with Purchasing Order signed by Buyer and Vendor and all the Appendices hereof;

“本协议”是指本一般条款和条件、由买方和卖方签署的采购订单以及所有的附件；

"Business Day" or "Working Day" means any day other than the national holidays on which the commercial banks are generally open for business in PRC;

“营业日”或“工作日”是指除中国国家公众假日外的中国商业银行通常营业的日期；

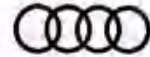
"Buyer" means Volkswagen (China) Investment Company Limited and/or Volkswagen Group Import Company Limited and/or Audi (China) Enterprise Management Company Limited and/or Mobility Asia Smart Technology Company Limited, as more specifically referred to in the Purchasing Order;

“买方”是指采购订单中列明的大众汽车（中国）投资有限公司和/或大众汽车（中国）销售有限公司和/或奥迪（中国）企业管理有限公司和/或逸驾智能科技有限公司；

"Confidential Information" means, any and all proprietary and other information concerning Buyer's business and operation or related to this Agreement, which becomes known to Vendor as a result of performance of this Agreement. Proprietary information includes, but is not limited to, corporate plans and strategies, new product samples, specifications, formulations and pricing information as well as the existence, contents and results of this Agreement; but shall not include any such information or material insofar as it is proven that it:

“保密信息”是指卖方履行本协议而知悉的、关于买方的商业及其运营、或与本协议相关的任何及所有专有信息及其他信息。专有的信息包括，但不限于企业计划和战略、新产品的样品、说明、规划以及定价信息和关于本协议的存在、其内容和结果的信息；但是不包括：

- a. was in the receiving party's possession prior to receipt from the other party;
卖方在接受之前就已经拥有的信息和材料；
- b. was received by a party in good faith from a third party not subject to a confidentiality obligation;
卖方从第三方合法获得的无需承担保密义务的信息和材料；
- c. now is or later becomes publicly known through no breach of the confidentiality obligations of the receiving party;
非因卖方违反保密义务，目前或今后为公众所知的信息和材料；



- d. was developed by the receiving party without the developing persons having had access to any of the Confidential Information of the other party; or
未接触买方机密信息的开发人员独自开发的信息和材料；或
- e. is authorised in writing by the party to whom the information relates to be released or is designated in writing by the party to whom the information relates as no longer being confidential or proprietary.
经买方书面授权公开或经买方书面指定为不再保密或不再拥有的任何信息或材料。

"PRC" means the People's Republic of China (for purpose of this Agreement, excludes Hong Kong SAR, Macao SAR and Taiwan district);

“中国”是指中华人民共和国（为本协议之目的，不包括香港特别行政区、澳门特别行政区以及台湾地区）；

"RMB" means Renminbi, the lawful currency of the PRC;

“人民币”是指中国的法定货币；

"Services" means any services to be supplied to Buyer by Vendor in relation to this Agreement, as specified in details in the Purchasing Order;

“服务”是指采购订单中列明的与本协议相关的、由卖方提供给买方的服务；

"Goods" means any goods to be purchased by Buyer from Vendor in relation to this Agreement, as specified in details in the Purchasing Order;

“商品”是指采购订单中列明的、与本协议相关的、由卖方提供给买方的商品；

"Contract Price/Fees and Expenses" means the subtotal referred to in the Purchasing Order for Vendor's provision of Services and/or Goods;

“合同价格/费用”是指在采购订单中列明的买方向卖方支付的服务和/或商品的费用；

"Working Staff" means in respect of either party, any personnel engaged by such party (including without limitation to the employees, agents and sub-contractors) in connection with this Agreement;

“工作人员”是指为本协议之目的，任何一方雇佣的任何人员（包括但不限于员工、代理人以及承包商）；

"Taxes" means all taxes, duties or charges levied or imposed by any governmental authority (other than taxes imposed on either party's income) and includes, without limitation, value-added tax or similar broad based consumption tax or a tax on services; and

“税”是指任何相关的政府机构征收的税、关税或费用（但不包括所得税），包括但不限于增值税、消费税或服务税；以及

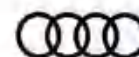
"Effective Date" means the date on which Buyer and Vendor signs the Purchasing Order. In the case Buyer and Vendor does not sign the Purchasing Order at the same date, Effective Date means the later signature date.

“生效日”是指买方和卖方签署采购订单的日期。在买方和卖方不在同一日期签署采购订单的情况下，生效日是指日期较后的签署日期。

2. INTERPRETATIONS

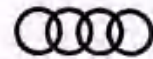
释义

- 2.1 A reference to any statute, enactment, ordinance, order, regulation or other similar instrument includes a reference to the statute, enactment, ordinance, order, regulation or instrument as from time to time amended, extended, re-enacted or consolidated and all statutory instruments, orders, regulations or instruments made pursuant to it.



在提到任何法律、法规、条例、命令、规章或其他类似文件时应包括在不同时间内对上述法律、法规、条例、命令、规章或文件所作的修订、扩展、重新制定或合并，以及依据其各种法律文书、命令、规章或文件。

- 2.2 Clause headings are for ease of reference only and are not intended to be part of or to affect the meaning, interpretation or construction of any of the terms and conditions of the Agreement.
条款标题仅供参考，不得当作本协议任何条款或条件的组成部分且不能对其涵义、解释或构成产生任何影响。
- 2.3 A reference to any gender includes any other gender and the plural shall include the singular and bodies corporate shall include unincorporated bodies and (in each case) vice versa.
在提到任何一种性别时应同时包含另一性别；在使用复数时应同时包含单数；在提到法人团体时应同时包含非法人团体。在上述各种情况中反之亦然。
- 2.4 Unless the context otherwise requires, those provisions contained in the Agreement which relate to any subject matter of which there are more than one shall apply severally to each.
除非上下文另有说明，否则本协议中与一项以上任何事务有关的条款均应分别适用。
- 2.5 Clauses, Sections, Pages, and the Schedules referenced by name shall refer to the Clause, Section, Page, or the Schedule having the title referred to.
引用名称的条款、章节、页码及附录是指该引用名称下的条款、章节、页码及附录。
- 2.6 The meaning of general words is not limited by specific examples introduced by "including", "for example" or "such as" or their derivatives.
通用文字的涵意不仅限于“包括”、“例如”或“譬如”或其派生词所列举的特定例子。
- 3. REPRESENTATIONS AND WARRANTIES**
陈述与保证
- 3.1 Each party represents and warrants to the other party that as of Effective Date of this Agreement:
本协议项下的一方向另一方陈述与保证，自生效日起：
- a. It is duly organized and validly existing in good standing under the laws of the place of its establishment and principal place of business, possessing full capacity for civil rights and capacity for civil conductions;
其依据其设立地和主要营业地的法律有效设立和合法存续,具有完全的民事权利能力和民事行为能力;
- b. It has full authority to enter into this Agreement and to perform its obligations hereunder;
其具有完整的权力签署本协议并且履行其在本协议项下之义务;
- c. It has duly authorized its representative to sign this Agreement, and from and after the Effective Date the provisions of this Agreement shall be legally binding upon it;
其已适当授权其代表签署本协议，并且自本协议生效日起，本协议的条款对其有法律约束力;
- d. Its execution of this Agreement and its performance of its obligations hereunder: (i) will not violate any provision of its business license, articles of incorporation, articles of association or similar organizational documents; (ii) will not violate any applicable law or any governmental authorization or approval, and (iii) will not violate or result in a default under any contract to which it is a party or to which it is subject;
其签署和履行本协议：（i）不会违反其营业执照、公司章程或类似的组织文件；（ii）不会违反任何可适用的法律或任何政府授权或批准；和（iii）不会违反或导致其不能履行其作为合同一方



- 或对其具有约束力的合同；
- e. No lawsuit, arbitration or other legal or governmental proceeding is pending or, to its knowledge, threatened against it that would adversely affect its ability to perform its obligations under this Agreement; and
其无未决的诉讼、仲裁或其它法律或政府程序，或就其所知，将对其履行本协议项下的义务产生负面影响的上述程序；和
- f. It has disclosed to the other party all documents issued by any governmental authority that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to the other party do not contain any misstatements or omission of material facts.
其已向另一方披露所有由政府部门发出的、可能对其完全履行其在本协议项下的义务产生重大负面影响的文件，且所有其此前向另一方提供的文件并无包含虚假陈述或遗漏重要事实。
- 3.2 **Consequences of Inaccuracy in Representations and Warranties**
不实陈述的后果
- If any of the above representations and warranties of a party is inaccurate in material aspects as of the Effective Date, such party shall be in material breach of this Agreement.
如果上述任何一方的陈述与保证自生效日起在任何实质方面是不准确的，该协议方将视为根本性违反本协议。
4. **RELATIONSHIP**
关系
- 4.1 This Agreement does not form an authorization granted by Buyer to Vendor for exclusively rendering the Services and/or Goods as specified in the Purchasing Order. Buyer is entitled to establish any contractual relationship with any third party for such Services and/or Goods concurrently.
本协议并不构成买方就采购订单中列明的服务和/或商品授予卖方独家提供上述服务和/或商品的权利。买方有权就上述服务和/或商品同时与任何第三方签署合同。
- 4.2 Except as expressly authorized under this Agreement, neither party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of the other party.
除非本协议另有明确的授权，本协议项下的任何一方无权假借另一方的名义，代表另一方作出意思表示或者代表另一方签署合同。
- 4.3 No Vendor's Working Staff shall be construed as being an employee of Buyer as the result of performance of this Agreement, and Vendor shall be fully responsible for its Working Staff for any and all property damage and personal injury incurred from performance of this Agreement.
卖方的工作人员不得由于履行本协议而被视为买方的员工。卖方应当对其工作人员由于履行本协议而导致的任何及全部财产损失及人身伤害承担全部的责任。
5. **QUALITY AND DELIVERY**
质量和交付
- 5.1 Vendor shall do its best with all due care and diligence on rendering the Services and/or providing Goods to Buyer, and ensure to complete the Services and/or deliver the Goods successfully and timely as agreed upon by both parties under this Agreement. In the case Vendor fails to provide the Services and/or Goods as specified in this Agreement and the attached appendices, or in the case the quality of the Services and/or Goods provided by the Vendor fails to meet the standards



as required by the Buyer, Buyer shall be entitled to deduct its payment of Contract Price/Fees and Expenses or claim refund of paid Contract Price/ Fees and Expenses and to claim liquidated damages against Vendor for breach of this Agreement.

卖方应当尽其最大的注意和勤勉的义务向买方提供本协议项下的服务和/或商品，以及确保按时和成功地按照本协议的约定向买方提供服务和/或交付商品。若卖方不能按照本协议及其附件的约定向买方提供服务和/或商品，或卖方提供的服务和/或商品不能达到买方要求的标准，买方有权减免费用/价格，或者主张返还已经支付的合同价格/费用，以及向卖方主张违约金。

- 5.2 Buyer is entitled under this Agreement to require Vendor to replace any Working Staff who has been proved to be incompetent to perform obligations under this Agreement. Vendor shall promptly replace the Working Staff upon receipt of Buyer's request for replacement. In the case the Vendor fails to replace the relevant Working Staff in accordance with Buyer's timelines and requirements as stated in the replacement request, Buyer is entitled to early terminate this Agreement or adjust the services scope, without compensating the Vendor.

买方有权要求卖方更换被证实无法适当履行本协议项下义务的工作人员。卖方应当在收到买方要求更换的通知后立即更换该工作人员。如果卖方不能按照买方在更换通知中的要求和设定的时间更换相关的工作人员，买方有权提前解除本协议，或调整相应的服务范围，而无须补偿卖方。

- 5.3 If any Working Staff of Vendor causes damage to Buyer by his/her negligence or intentional action, Buyer is entitled to claim for compensation against Vendor and Vendor shall keep Buyer harmless and fully indemnified for damages incurred. In addition, Buyer is entitled to early terminate this Agreement at its own discretion without further compensating the Vendor.

在卖方的工作人员由于故意或过失导致买方损害的情况下，买方有权向卖方主张损害赔偿，同时卖方应当全额赔偿买方因此而受到的任何损失。另外，买方有权在无须补偿卖方的情况下提前解除本协议。

- 5.4 Until fully completion and acceptance of the Services and/or Goods, Buyer is entitled to amend or supplement this Agreement at any time and at its reasonable discretion. Should such adjustments change the scope of Services and/or Goods as set forth herein and Vendor's workload in a significant manner, the parties shall reach a supplementary agreement separately for the changed scope of Services and/or Goods.

直至本协议项下提供的服务和/或商品被完全的履行且被买方所接受，买方有权在其认为合理的情况下修改和补充本协议。如果上述修改和补充对本协议项下约定的服务和/或商品的范围和卖方的工作量造成重大的变化，买卖双方应当就变更后的服务范围和/或商品的类型另行达成补充协议。

6. PAYMENT

付款

6.1 Contract Price/Fees and Expenses

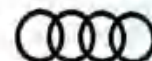
合同价格/费用

- a. The parties agree that the payment of Contract Price/Fees and Expenses shall be settled in accordance with time schedule (work schedule) and quality requirements as specified in relevant Appendix of this Agreement.

买卖双方同意本协议项下的合同价格/费用的支付应当按照本协议附件中列明的日期（工作进度表）和质量要求进行。

- b. The Contract Price/Fees and Expenses shall be inclusive of the taxes and duties to be levied on Vendor in accordance with the applicable laws and regulations of PRC by virtue of or relating to the provision of the Services and/or Goods under this Agreement, unless otherwise agreed upon by both parties.

除非买卖双方另有约定，本协议项下的合同价格/费用应当包括根据适用的中国法律卖方应当承担



的与提供本协议项下的服务和/或商品相关的税费。

- c. Vendor shall ensure that the actual amount of expenses under this Agreement does not exceed the total sum of the Contract Price/Fees and Expenses. If additional fees and expenses are indeed required which are beyond the reasonable control of and were not reasonably foreseeable by the Vendor, Vendor shall obtain Buyer's prior written approval for such additional amount(s) prior to the occurrence of the additional fees and expenses. Vendor agrees and acknowledges that Buyer is not liable or responsible for such amounts if they are incurred without Buyer's written approval or before Buyer's written approval is obtained.

卖方应当确保本协议项下发生的费用不应当超出总的合同价格/费用。在卖方无法合理控制和无法合理预见的情况下发生的额外的费用，卖方应当就该额外费用的发生事先获得买方的书面同意。卖方在此同意和确认，在买方就该额外费用的发生未做出书面同意，或者该书面同意未被卖方事先获得的情况下，买方无须就该额外的费用负责。

- d. The Contract Price/Fees and Expenses include all expenses paid or incurred by Vendor in connection with Vendor's performance of its obligations under this Agreement, including without limitation, any and all third party costs, travelling costs, communication expenses, and out-of-pocket expenses. Unless otherwise expressly approved in writing by Buyer, Vendor is not entitled to any reimbursement or payment from Buyer in addition to the Contract Price/Fees and Expenses.

本协议项下的合同价格/费用包括卖方由于履行本协议而支付的或承担的所有费用，包括但不限于任何第三方的支出、差旅费、通信费以及任何其它的费用。除非买方另有明确的书面同意，卖方无权要求买方就合同价格/费用以外的部分对卖方进行补偿或支付。

6.2 Payment Terms

付款方式

- a. Vendor shall issue to Buyer the legally valid tax invoices of the due payment of the Contract Price/Fees and Expenses in accordance with the payment term specified in the Purchasing Order. Buyer shall settle the due payment to Vendor within forty five (45) working days or any other term upon written agreement of the parties against the presentation of the invoices.

卖方应当按照采购订单中列明的付款方式向买方出具与合同价格/费用数额相当的合法有效的税务发票。买方应当在收到该等发票之日起的四十五（45）个工作日或者双方书面协商一致的其他付款期限内向卖方支付相应的款项。

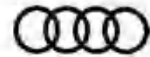
- b. Vendor agrees to exempt Buyer from any late payment penalty in the case the late payment is incurred by reasons not attributable to Buyer's faults, and such late payment shall not constitute any limitation or prohibition on Buyer to obtain all the legitimate titles and rights of the Services and/or Goods under this Agreement.

卖方同意免除买方非由于买方原因造成的任何的迟延付款的责任。买方的迟延付款并不构成买方获得本协议项下对相关服务和/或商品所有合法所有权和权利的限制和禁止。

For overseas payment, due to the fact that such payment is subject to successful conclusion of the legally required tax and foreign exchange procedures in China, Vendor shall timely provide Buyer with documents that may be required by the tax and foreign exchange authorities of China in relation to the payment.

对于海外付款，由于该类付款应在中国成功完成相关法律要求的税务及外汇程序，因此卖方应及时向买方提供中国税务及外汇监管机构可能要求的、与该等付款相关的文件。

Furthermore, Vendor agrees to exempt Buyer from "late payment penalty" if such late payment is by reasons attributable by the related overseas-payment process, and that such delay is uncontrollable by the Buyer therefore is inevitable, then and such late payment shall not



constitute any limitation or prohibition on Buyer to obtain all the legitimate titles and rights of the Services and/or Goods under this Agreement.

另外，卖方确认对于任何由于海外付款流程而导致的无法不受买方控制的，因而是无法避免的延迟付款，卖方将不追究买方责任，且该等延迟付款不会构成买方获得本协议项下对相关服务和/或商品所有的合法的权利和权益的限制和禁止。

- c. Payment is made via bank telegraphic transmit. The parties are responsible for their own bank charges incurred in relation to the transaction under this Agreement.
本协议项下的付款通过银行电汇进行。双方对其各自的银行费用负责。

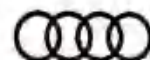
7. TAXES 税费

Except to the extent that this Agreement expressly provides otherwise, any and all taxes and/or duties in connection with the execution of this Agreement to be levied on Buyer shall be payable by Buyer, while any and all taxes and/or duties in connection with the execution of this Agreement to be levied on Vendor shall be payable by Vendor. The amount of Contract Price/Fees and Expenses stipulated in this Agreement shall be a gross amount covering all the taxes and duties that may be levied on the Vendor in PRC and any applicable tax authority in connection with the execution of this Agreement.

除非本协议另有明确的约定，买卖双方应当各自对其由于签署本协议而应当缴付的税费负责。本协议项下的合同价格/费用应当包括卖方应当向中国及适用的税务机构缴付的所有税费。

8. RIGHTS OF OWNERSHIP 财产及资料所有权

- 8.1 All deliverable concept, code, artwork, images, communication, materials, drawings, information, design, data, reports, analysis, presentations, electronic tools, applications and systems, and other work ("Materials") created by Vendor and its Working Staff pursuant to this Agreement and intended for adoption and exploitation by Buyer shall be the sole property of Buyer (rather than Vendor or its Working Staff). Vendor undertakes that it and its Working Staff shall not use for a purpose other than this Agreement, or provide to any third party (including any Vendor's Working Staff not involved in providing Services and/or Goods to Buyer) the aforementioned Materials, as well as any deliverables produced under this Agreement without the prior written consent of Buyer.
所有可交付的、卖方及其工作人员创造的、用以由买方接受和利用的创意、代码、作品、图像、通信、资料、图纸、信息、设计、数据、报告、分析、讲座、电子工具、应用程序和系统及其他工作成果（“资料”）的所有权均归买方（而非卖方及其工作人员）所有。卖方承诺，未经买方事先书面同意，卖方及其工作人员不得将上述资料用于本协议约定范围以外的其他用途，或向任何第三方（包括未参与向买方提供服务 and/或商品的卖方之其他工作人员）提供上述资料。
- 8.2 Vendor shall ensure that, to the fullest extent possible under the law, Buyer shall own any and all rights, title and interests (including without limitation copyrights, trademarks, patents, domain name and other intellectual property rights and trade secrets) with respect to any work or deliverables created or developed by Vendor pursuant to this Agreement and utilized by Buyer.
卖方应尽一切合法之可能保证买方对卖方根据本协议或按买方指示创建或开发的所有工作及成果享有全部权利、所有权及利益，包括但不限于版权、商标、专利、域名其他知识产权和商业秘密。
- 8.3 Vendor represents and guarantees that it will abide by all relevant legal requirements in its performance of this Agreement and it shall not infringe any legal rights of any third parties, including but not limited to copyrights, trademarks, patents and other intellectual property rights and trade secrets, in the course of providing the Services and/or Goods. Vendor shall fully indemnify and hold harmless Buyer against any loss, liability, claim or penalty from any third party.



卖方陈述并保证其在提供服务 and/或商品的过程中不违反法律且不侵犯任何第三方的任何法律权利，包括但不限于版权、商标、专利、其他知识产权和商业秘密。卖方应使买方免受损害并向买方全额赔偿任何第三方向买方提出的任何损失，责任，索赔或处罚。

- 8.4 Vendor undertakes to use all best care in handling and storing of the Materials and any information or property provided by Buyer under this Agreement. Once such Materials, information or property of Buyer are forwarded to or produced by Vendor and its Working Staff, Vendor becomes responsible for the safekeeping of these Materials, information or property. Vendor shall be liable for any loss or damage or destruction of such Materials, information or property, including without limitation any loss or damage caused by its Working Staff or third parties.

卖方承诺将尽其所能保管和保存资料及买方在本协议项下提供的其他信息或财产。一旦买方转交给卖方前述资料、信息或财产，或卖方及其工作人员为买方完成创作成果，卖方即有义务将相关资料、信息或财产妥善保管。卖方对因卖方及其工作人员原因导致的任何资料、信息或财产的遗失或损坏承担全部责任。

- 8.5 Upon termination or expiration of this Agreement, Vendor shall transfer, assign and make available to Buyer all property and Materials in Vendor's possession or subject to Vendor's control (including all property and Materials in possession of Vendor's Working Staff or third parties) that are the property of Buyer, regardless of what form such Materials are in (e.g. electronic, paper-based) and regardless of whether such Materials had been obtained under the terms of this Agreement or by any other method.

在本协议期满或终止后，卖方应当将卖方及其工作人员或第三方占有、保管或实际控制的属于买方所有的全部财产和材料返还给买方，无论该资料以何种形式存在（如电子或纸制），也不论该资料是否基于本协议条款或任何其他方式获得。

- 8.6 Vendor agrees to impose the same obligations as defined in this Article 8 (Rights of Ownership) and Article 9 (Confidentiality) on its Working Staff, and shall be liable for any breach of the obligations by its Working Staff.

卖方同意对其工作人员应遵守本协议第 8 条（资料所有权）及第 9 条（保密条款）约定的同等义务，并对卖方工作人员违反前述条款约定的任何义务承担赔偿责任。

Except otherwise agreed by the Buyer in writing, Vendor and / or their affiliated entities / associates/ assignees/contractors, etc. do not have the right to use any and all registered trademarks of Volkswagen Group (all brands) worldwide, nor shall they have the right to profit from them.

除非得到买方另外的书面确认，卖方和/或其关联企业/合作伙伴/受托人/承包商等均无权使用大众集团旗下所有品牌（在全球范围内）的所有注册商标，也没有权利从该等使用中获取利益。

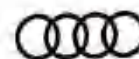
9. CONFIDENTIALITY AND DATA PROTECTION

保密条款和数据保护

- 9.1 Vendor, on behalf of itself and its working staff, hereby covenants and agrees that Vendor shall: 卖方代表其及其工作人员在此承诺及同意:

- a. exercise best care and caution to keep confidential any and all Confidential Information and other information concerning the business and operation of Buyer, any Affiliate or any related third party, or is otherwise related to this Agreement, which becomes known to Vendor as a result of performance of this Agreement; Such information includes, but is not limited to, corporate plans and strategies, new product samples, specifications, pricing information and the contents and results of this Agreement;

卖方应当尽最大限度的谨慎注意义务对所有在履行本协议的过程中获知的、与买方及其关联企业



或任何关联的第三方的经营和业务或与本协议相关的任何及所有保密信息及其他信息进行保密。这些信息包括，但不限于买方企业战略计划、新产品样品和说明手册、价格信息以及本协议的内容和履行本协议的结果；

- b. not disclose any Confidential Information to any third party (including any employees of Vendor not involved in providing Services and/or Goods to Buyer), unless to do so is required in connection with the performance of its obligations under this Agreement and is approved by Buyer in advance, and under such circumstances Vendor shall ensure that the said third party is made aware of and complies with Vendor's obligations of confidentiality under this Agreement; and where it is necessary to disclose Confidential Information of Buyer to a third party in the course of subcontracting, Vendor agrees to ensure that the relevant third party is made aware of and comply with the obligations of confidentiality stipulated under this Agreement before disclosing the Confidential Information on a "need-to-know" basis. If requested by Buyer, Vendor shall ensure that such third party maintain the confidentiality of the Confidential Information by executing separate confidentiality agreement with such third party on terms no less strict than those set out under this Agreement. Notwithstanding the foregoing, Vendor shall be liable for any breach of confidentiality by such third party.

卖方不得向任何第三方（包括未涉及向买方提供服务 and/或商品的任何卖方雇员）披露任何保密信息，除非在其履行本协议时需要并经买方书面同意的情况下才能向第三方披露，但卖方应保证该第三方知悉并遵守卖方的保密义务。在经过买方事先书面同意的情况下，卖方可以委托代理商或分包商从事本协议项下的部分服务，在根据分包协议需要向第三方披露买方的保密信息时，在卖方根据“需知原则”披露保密信息前，卖方应确保相关第三方已知晓并遵守本协议项下规定的保密义务。应买方要求，卖方应确保与该第三方签订单独的保密协议，且该协议规定之保密义务的程度不得低于本协议之规定。尽管有前述规定，卖方应对该等第三方违反保密义务的行为承担责任。

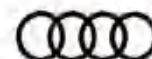
- c. not use, or enable any third party to use, any Confidential Information for a purpose other than the performance of obligations under this Agreement; and
卖方不得将任何保密信息用于除履行本协议项下义务以外的其他用途，亦不得使任何第三方从事该等行为；并且

- d. return to Buyer all Confidential Information then in the possession of Vendor and/or its permitted subcontractor at the termination or expiration of this Agreement.
在本协议终止或期满时，卖方应将由卖方和/或卖方的分包商占有、控制的所有保密信息归还给买方。

- 9.2 The Parties agree that the confidentiality obligations stipulated under this Article 9 shall survive the termination of this Agreement.
买卖双方同意本第 9 条款中约定的保密义务在本协议终止后继续有效。

- 9.3 The Vendor shall ensure that the deliverables provided by itself and its subcontractor/supplier/ 2nd tier service and content provider (if applicable) shall comply with all applicable Chinese data protection related laws and regulations, including but not limited to *PRC Personal Information Protection Law, PRC Data Security Law and Several Provisions on Automotive Data Security Management (for Trial Implementation)*, and the Vendor shall indemnify and hold harmless the Buyer and the Buyer's affiliates against any loss, injury, liability, and third party complaints, claims and disputes arising from or in connection with the Vendor's performance (including services performed by the Vendor's subcontractor/supplier/ 2nd tier service and content provider, where applicable) and deliverables under this Agreement.

卖方应当确保其自身以及其分包商/供应商/二级服务和内容提供商（如适用）所提供的服务或产品遵守所有的可适用的中国数据保护相关的法律法规，包括但不限于《中华人民共和国个人信息保护法》《中华人民共和国数据安全法》及《汽车数据安全管理办法（试行）》。若发生与卖



方履行本协议或其交付成果（包括其分包商/供应商/第二层服务和内容提供商所提供的服务，如适用）相关的或由此引发的任何损失、损害、责任以及第三方的投诉、索赔和纠纷，卖方应当补偿买方和买方的关联实体，以使得买方及其关联实体不因此遭受任何损失或承担任何责任。

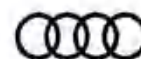
If there is any activities in connection with the processing by the one party of the personal information and/or important data (defined by applicable laws) made available to it by the other party, the Parties agree to perform the Data Protection Agreement or its alternative equivalent document (the "DPA", if any) to regulate any data protection matter arising out of or in connection with the Agreement. To avoid any doubt, regarding the topic of data protection, if there is any inconsistency between DPA and this Agreement, the DPA shall prevail. The DPA shall survive the termination of this Agreement, unless it is terminated in accordance with the terms and conditions thereunder.

如存在一方处理另一方提供的法律法规所定义的个人信息和/或重要数据的情形，双方同意签订并履行《数据保护协议》或其他同等性质的法律文件（简称“DPA”，如有）用于规范本协议之下产生的或者和本协议相关的任何数据保护事宜。为避免疑问，有关数据保护事宜，如果DPA和本协议存在不一致，DPA应当优先适用。除非DPA根据其自身条款和条件被终止，否则DPA应在本协议终止后继续生效。

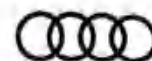
10. LIABILITY AND BREACH OF AGREEMENT

违约责任

- 10.1 If Vendor breaches any of the Representations and Warranties as specified in Article 3 of this Agreement, or fails to provide the Services and/or Goods on schedule as stated in this Agreement, or the quality of the Services and/or Goods provided by Vendor fails to meet the professional industrial standards or the requirements set forth in this Agreement and all the Appendices by Buyer, Buyer is entitled to withhold or deduct payment from the Contract Price/Fees and Expenses and/or claim for refund of paid Contract Price/Fees and Expenses, and Vendor shall pay to the Buyer an additional liquidated damages amounting to 30% of the Contract Price/Fees and Expenses.
- 如果卖方违反本协议第 3 条陈述与保证的条款，或者迟延交付服务和/或商品，或者服务质量和/或商品的质量不符合行业标准或本协议及其附件约定的要求，买方有权按本协议减少或停止向卖方支付合同价格/费用，和/或要求卖方返还已支付的合同价格/费用，并且卖方应当向买方支付相当于本协议全部合同价格/费用的 30% 作为违约金。
- 10.2 Except as otherwise provided herein, if a Party ("**Breaching Party**") fails to perform any of its material obligations under this Agreement or otherwise is in material breach of this Agreement, then the other Party ("**Aggrieved Party**") may:
- 除本协议其他条款另有规定以外，如果一方（“**违约方**”）未履行其在本协议项下某项主要义务或以其他方式对本协议构成重大违约，则另一方（“**受损方**”）可以：
- a. give written notice to the Breaching Party describing the nature and scope of the breach and demand that the Breaching Party cure the breach at its own cost within a reasonable time specified in the notice ("**Cure Period**") (provided that if any representation and warranty of a party under Article 3 of this Agreement is not true and correct in material aspects when it is made, or when there is a breach of Article 9, the Cure Period does not apply); and
- 向违约方发出书面通知，说明违约的性质以及范围，并且要求违约方在通知中规定的合理期限内自费予以补救（“**补救期**”）（但是如果一方在本协议第 3 条（陈述与保证）项下所做的任何陈述和保证在做出时在关键方面不真实或不正确，或者违反本协议第 9 条（保密条款）的规定，则没有补救期）；并且



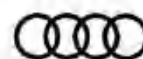
- b. in the case the Breaching party fails to cure the breach within the Cure Period (or in the case the Cure Period does not apply), then in addition to its other rights under applicable law, the Aggrieved Party may claim any and all foreseeable damages arising from the breach.
如果违约方未在补救期内予以补救（或者如果没有补救期），除可适用法律项下之其他权利以外，受损害方还可以就违约引起的任何及所有可预见的损失提出索赔。
- 11. FORCE MAJEURE**
不可抗力
- 11.1 "Force Majeure" shall mean all events which are beyond the control of the parties to this Agreement, and which are unforeseeable, unavoidable and insurmountable, and prevents total or partial performance by any party. Such events shall include earth-quakes, typhoons, flood, fire, war, failures of international or domestic transportation, acts of government or public agencies, epidemics, civil disturbances, strikes and any other objective circumstance which cannot be foreseen, prevented or controlled, including events which are recognized as Force Majeure in general commercial practice.
不可抗力应指所有超出本协议双方控制的客观事件，该事件是不可预见、不可避免且不可克服的，并导致任何一方不能全部或部分履行本协议。该事件应包括地震、台风、洪水、火灾、战争、国际或国内停运，政府或公共机构的行为、传染病、内乱、罢工和任何其他不可预见、不可避免且不可控制的情况，包括商业惯例认为属于不可抗力的事件。
- 11.2 If an event of Force Majeure occurs, a party's contractual obligations affected by such an event shall be suspended during the period of delay caused by the Force Majeure and the period for performing such obligations shall be extended for a period equal to such suspension.
如不可抗力事件发生，受该等事件影响的一方之合同义务应在该等不可抗力所导致的迟延期间内予以中止履行，且履行该等义务的期限应展期，该等展期与该等中止履行期间相同。
- 11.3 The party claiming Force Majeure shall promptly inform the other party in writing and shall give within three working days valid proof of the occurrence and inform about the expected duration of such Force Majeure. The party claiming the occurrence of Force Majeure shall also use all reasonable endeavors to terminate the Force Majeure.
声称遭受不可抗力的一方应立即以书面形式通知另一方，在三个工作日内提供事件的有效证明，并告之另一方该不可抗力的预计持续时间。受不可抗力影响的一方应采取所有必要手段终止不可抗力。
- 11.4 In the event of Force Majeure, Buyer and Vendor shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavors to minimize the consequences of such Force Majeure.
当不可抗力事件发生时，买卖双方应立即磋商，寻求公平的解决方案，并采取一切合理的手段减少不可抗力的后果。
- 12. TERMINATION**
终止
- 12.1 Unless otherwise provided in this Agreement, after this Agreement has come into effect, Buyer has the right to terminate this Agreement considering its business needs, in the case Vendor hasn't commenced to perform any Services/or deliver the Goods, Buyer shall be entitled to terminate this Agreement with prior written notice without further compensating the Vendor; In the case Vendor has commenced to perform the Services or deliver the Goods, Buyer shall pay Vendor the Contract Price/Fees and Expenses on a proportional basis as consideration of the completed Services or deliver the Goods. Early termination described under Article 12.1 shall be carried out via a Termination Notice send out by the Buyer to the Seller with its duly authorized personnel's signature(s) and the company seal, this Agreement will be terminated at the



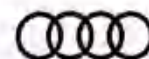
designated termination date stated in such notice or when there is no date specified in the notice, upon delivery of such notice, any further Services and/or Goods received by the Buyer after the termination date or after the delivery of the Termination Notice will be considered invalid and will not generate a payment obligation of Buyer.

除非本协议另有约定，本协议生效后买方有权根据其业务需求决定终止本协议。在卖方尚未开始履行本协议项下的服务或提供本协议项下的商品时，买方有权在无需补偿卖方的情况下，以事先发出书面通知的形式终止本协议；在卖方已经开始履行本协议项下的服务或提供本协议项下的商品时，买方应当就已履行的服务项目或已接受的商品按照比例支付合同价格/费用。第 12.1 条下描述的提前终止应当由买方用向卖方发送提前终止通知的方式作出，该提前终止通知上应当具备买方合法有效被授权人的签名以及公司印章。本协议在提前终止通知中所确认的终止日或者如果通知中未明确则在送达该通知之日终止。终止以后所有再向买方提供的服务和/或商品将视为无效并且不会对买方产生付款义务。

- 12.2 If Vendor fails to perform the Services or deliver the Goods on schedule due to Force Majeure, and Vendor has provided written notice of the Force Majeure event to Buyer within three (3) days of the commencement of the Force Majeure, the delivery date of the Services and/or Goods could be postponed subject to Buyer's written consent. In the case of Force Majeure, Buyer is also entitled to terminate this Agreement and pay Vendor the Contract Price/Fees and Expenses on a proportional basis as consideration of the completed Services and/or delivered Goods.
如因不可抗力情形造成卖方不能如期履行服务或提供商品，且卖方在发生不可抗力情形之日起的三（3）日内就不可抗力发生向买方提供书面通知，经买方书面确认，服务和/或商品的交付日期可以延期。在不可抗力情形下，买方也可以解除本协议，并按照本协议约定的合同价格/费用标准，按比例向卖方支付其已完成工作的相应的服务和/或已交付的商品的费用。
- 12.3 Either party (the "First Party") may terminate this Agreement with immediate effect by written notice to the other if:
在下述情况下，任何一方（“第一方”）均可在书面通知另一方后立即终止本协议：
- a. the other party ceases to carry on business or goes into liquidation (other than voluntary liquidation for the purpose of a bona fide solvent reconstruction or amalgamation, the terms of which have been approved in advance by the First Party in writing) or is dissolved or struck down;
另一方停业、清算（事先得到第一方书面同意的，为了正当的有清偿能力的重组或合并而进行的自愿清算除外）、解散或关闭；
 - b. there is a change in the Control of the other party;
另一方的控制权发生变化；
 - c. the other party is unable to pay its debts as they mature or suffers the appointment of a receiver, administrative receiver or administrator (or any similar official or process under the law of its domicile or place of incorporation) of the whole or any part of its assets or is subject to any bankruptcy proceedings;
另一方无法支付到期债务，或其全部或部分财产被指定给破产接管人、行政接管人或管理人（或依照其公司所在地或公司设立地的法律规定的任何类似官员或程序）管理，或正面临任何破产程序；
 - d. the other party is in breach of any provision of this Agreement and fails to remedy such breach (where it is capable of being remedied) within thirty (30) days from the date of receipt of the notice from the First Party specifying the breach; or
另一方违约，并且在第一方指出违约之后三十（30）日内未采取任何补救措施（可以采取补救措施的）；或



- e. the other party is in breach of the provision of this Agreement and such breach is incapable of being remedied.
另一方违约，并且无法补救。
- 12.4 Should Vendor engage in any conduct which, in the reasonable opinion of Buyer, is prejudicial to the image and goodwill of the Buyer or Buyer's Affiliates and their products and/or business, Buyer shall have the right to terminate this Agreement with immediate effect. Upon duly delivery of the termination notice to the Vendor, Vendor shall take all necessary actions to suspend the performance of this Agreement.
如果卖方从事任何买方有合理理由认为有损买方及其关联企业良好商誉、品牌形象、产品形象的行为，买方有权在事先书面通知卖方的情形下立即终止本协议。一旦提前终止协议的通知到达卖方并在通知述明的日期生效后，卖方应当立即采取所有必要行动停止本协议项下的工作。
- 12.5 The termination of this Agreement shall not release any party from obligations which have already accrued prior to the termination, or the obligations which survive the termination of this Agreement.
本协议的提前终止并不解除任何一方在协议终止前已经发生的义务，且不应免除在本协议终止后继续有效的义务。
- 12.6 Upon termination or expiration of this Agreement, Vendor shall transfer, assign and make available to Buyer all property and materials in Vendor's possession or subject to Vendor's control that are the property of Buyer.
本协议期满或终止后，卖方应当将其占有、保管或实际控制的属于买方所有的全部资产和材料返还给买方。
- 12.7 **Continuing Obligations**
持续义务
- The provisions of Article 9 (Confidentiality), Article 10 (Liability and Breach of Agreement) (but only with respect to claims arising prior to the termination hereof or with respect to other continuing obligations), Article 13 (Governing Law and Dispute Resolution) and Article 14 (Auditing) shall survive the termination of this Agreement.
本协议中以下各条的条款在本协议终止后继续有效：第 9 条（保密条款），第 10 条（违约责任）（但其效力仅限于本协议终止前发生的违约事件以及违反其他持续义务的情形），第 13 条（适用法律及争议解决条款）以及第 14 条（审计条款）。
13. **GOVERNING LAW AND DISPUTE RESOLUTION**
适用法律及争议解决条款
- 13.1 This Agreement shall be governed, construed and interpreted by, through and under the laws of PRC.
本协议以及与本协议有关的任何事项均应由中国法律管辖及解释。
- 13.2 Buyer and Vendor shall settle all disputes arising from the interpretation, performance, dissolution or termination of this Agreement or in connection with this Agreement through friendly consultation.
买卖双方应通过友好协商的方式解决在解释、履行、解除或终止本协议所产生的，或与本协议有关的任何争议。
- 13.3 In case no agreement can be reached to resolve the dispute, either party shall have the right to submit the dispute to China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in Beijing in accordance with the arbitration rules of CIETAC in effect at the time of



the application for arbitration. The language of the arbitration shall be English. Any arbitration award will be final and binding upon the parties. In the course of dispute resolution, this Agreement shall be continuously valid and be performed by both parties except for the part under arbitration.

如双方无法协商解决，任何一方有权将争议提交给中国国际经济贸易仲裁委员会进行仲裁，仲裁应在北京举行并使用该委员会在接受仲裁申请时的仲裁规则。仲裁语言为英语。仲裁裁决是终局的，对双方均有约束力。在争议解决过程中，除正在仲裁的条款以外，本协议应继续有效且双方应予以履行本协议。

14. AUDITING
审计

14.1 Vendor agrees to grant to Buyer's auditor(s) and third party auditor(s) engaged by Buyer the right, exercisable at any time during the term of this Agreement and two (2) years after the expiration of this Agreement, with prior written notice to the Vendor, to inspect and check documents in connection with the transactions of this Agreement, including without limitation, relevant records, documents, and accounting procedures and practices, for the term of this Agreement at Vendor's premises.

卖方同意买方的审计人员或买方聘请的第三方有权经事先通知的形式在本协议期间以及本协议终止后的两（2）年内到卖方所在地检查双方的与本协议项下交易相关的所有往来账目，包括但不限于自双方商务交易首日起至本协议期满日止的所有账本、记录、文件、会计程序和会计实务。

14.2 Vendor shall give Buyer's auditor(s) the opportunity to access for inspection, copying and auditing the application systems used by Vendor for business dealings with Buyer and stored data concerning Buyer in connection with the transactions of this Agreement. Vendor shall make available to Buyer the account documents and system documentation that are to be kept in accordance with PRC laws and regulations and provisions/requirements of the Agreement.

卖方应当允许买方的审计人员进入并检查、复制及审计卖方使用的与买方进行商务往来的应用系统并获取卖方存储的与买方有关的数据。卖方应向买方提供其依法及按约定保存的所有会计文件及系统文件。

15. ASSIGNMENT AND SUBCONTRACTING
转让及分包

15.1 Neither party may assign or sub-contract any of its rights or obligations under this Agreement to any third party without first obtaining the express written consent of the other party (however, such consent shall not be unreasonably withheld or delayed).

未经对方事先书面同意，任何一方均不得将其依照本协议所获得的权利或义务转让或分包给任何第三方（然而，上述同意不得无正当理由拒绝或拖延）。

15.2 Subject to Buyer's prior written consent, Vendor is entitled to assign some of the Services to a qualified third party, provided that such assignment is necessary for and advantageous to the performance of this Agreement; under such circumstances, Vendor shall assume all the liabilities of the works conducted by such third party.

在买方事先书面同意、并且就履行本协议是有利的和必需的情况下，卖方可以将其在本协议项下的部分服务分包给合格的第三方承包人。在上述情况下，卖方应就该第三方的工作成果对买方承担责任。

16. NON-SOLICITATION
禁止招揽雇员



Except to the extent that this Agreement expressly provides otherwise, during the term of this Agreement and for six (6) months after its expiry or termination, Neither Party may, unless the other Party agrees in written, solicit for employment, or independently contract for the services of, any employee of the other Party who is involved in the performance of this Agreement.

除非本协议另有明确的约定，在本协议有效期内以及协议期满后六（6）个月内或解除后，任意一方不得对另一方参与本协议履行的任何雇员予以招揽雇佣或独立地雇佣该等雇员提供服务，除非另一方书面同意。

17. NON-WAIVER
非弃权

17.1 No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights in relation to a breach of this Agreement operate as a waiver of any subsequent breach.

一方对本协议项下条款履行的不作为，迟延或者放任均不影响或者限制该方的权利。一方对违约行为主张权利的放弃不得视为对其后期任何其他违约行为放弃主张的权利。

17.2 No right, power or remedy given to or reserved to either party under this Agreement is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

一方依照本协议所获得或保留的任何权利、权力或补救措施均不排除其所拥有的其他权利、能力或补救措施的适用，并可同时适用上述各项权利、能力或补救措施。

18. NO PUBLICITY
协议内容保密

18.1 The existence of this Agreement, as well as its content, shall be held in confidence by both parties and shall not be disclosed in whole or in part to any person or entity, except to (i) authorized securities regulators or exchanges in accordance with applicable laws, (ii) officials in relevant government departments pursuant to the requirements of applicable laws or in order to fulfil any conditions precedent to the effectiveness of this Agreement or to the performance by a party of its obligations or exercise of its rights hereunder or relating hereto, (iii) to financial institutions for the purpose of arranging debt financing or similar financial arrangements for either party.

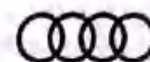
各方应对本协议的存在及其内容保密，并不得向任何人或实体予以全部或部分披露。但向以下各方披露的除外：(i) 依据有关法律得到授权的证券市场监管官员或交易所；(ii) 依据有关法律，或者为了满足本协议的生效条件，或为一方履行其于本协议项下或与本协议相关的义务或行使其于本协议项下或与本协议相关的权利需要知道该等信息的相关政府部门的官员；或 (iii) 金融机构（为各方安排债务融资或类似金融安排的目的）。

18.2 Vendor shall not use Buyer's or Buyer's Affiliates' logo, trademark or company name and identification of this engagement in connection with Vendor's general lists of customers or in any of Vendor's materials issued to any third party without Buyer's (or Buyer's Affiliates', when the case may be) prior written consent.

未经买方或其关联企业的事先书面同意，卖方不得在任何向第三方发布的文件中或在有关的客户清单及客户经验中使用买方或其关联企业的图标、商标或企业名称及标识。

19. AMENDMENTS
变更

Variations on this Agreement shall be valid only if made in writing following mutual agreement of the parties and signed by duly authorized representatives of both parties.

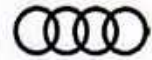


对本协议的变更仅在双方书面同意、并经适当授权代表签署的情况下有效。

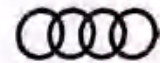
20. GENERAL PROVISIONS 一般条款

- 20.1 Notwithstanding that the whole or any part of any provision of this Agreement may prove to be unenforceable, the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.
尽管在本协议的全部或部分条款可能被证实无法强制执行，但本协议其他条款及余下部分条款仍具有完全效力。
- 20.2 By executing this Agreement, Vendor undertakes to comply with Buyer's "Requirements for sustainable development", please visit below route to read the whole text:[www.vwgroupsupply.com> Cooperation > Sustainability](http://www.vwgroupsupply.com/Cooperation/Sustainability).
经签署本协议，卖方被认为已经确认并且同意遵守买方的“可持续发展要求”。该要求的全文请按照如下方式获取：[www.vwgroupsupply.com> Cooperation > Sustainability](http://www.vwgroupsupply.com/Cooperation/Sustainability)。
- 20.3 Vendor undertakes to comply with the Volkswagen Group requirements regarding sustainability in its relationships with business partners (*Code of Conduct for Business Partners*) and report any and all wrongdoing, corruption, or violation of the above mentioned *Code of Conduct for Business Partners* discovered in connection with the Services and/or Goods provided under this Agreement in accordance with the Volkswagen Group Ombudsman System by contacting either IALINE@volkswagen.com.cn or by visiting http://www.volkswagenag.com/content/vwcorp/content/en/the_group/compliance/ombudsmann_system.html. Vendor may obtain a copy of the *Code of Conduct for Business Partners* by contacting Buyer or following the path: [www.vwgroupsupply.com> Cooperation > Sustainability](http://www.vwgroupsupply.com/Cooperation/Sustainability).
卖方承诺遵守大众集团对供应商提出的行为守则（*供应商守则*），以及根据大众集团调查系统报告在其依据本协议提供服务 and/或商品的过程中的任何的不当行为、贿赂或违反该供应商守则的违反行为，这种报告可以由卖方通过联系 IALINE@volkswagen.com.cn 的方式进行或者通过访问以下网页的方式 http://www.volkswagenag.com/content/vwcorp/content/en/the_group/compliance/ombudsmann_system.html 获取。卖方可以通过联系买方或按照以下路径获取供应商守则的副本：[www.vwgroupsupply.com> Cooperation > Sustainability](http://www.vwgroupsupply.com/Cooperation/Sustainability)。
- 20.4 Vendor further undertakes to comply with all laws and regulations of any and all jurisdictions which govern either party or this Agreement. Vendor shall not engage in any practice which may constitute or have the appearance of corruption, including but not limited to bribery, coercion, collusion, or fraud. Vendor warrants that all of its representations to Buyer are authentic, true and valid.
卖方进一步承诺将遵守所有适用的法律法规的规定。卖方不得参与任何构成贿赂，包括但不限于行贿、胁迫、共谋或欺诈的行为。卖方保证其对买方做出的所有陈述均为真实、准确的和有效的。
- 20.5 In the event that Vendor breaches any of its undertakings in Article 20.2, Article 20.3 and Article 20.4, Buyer may terminate this Agreement immediately upon notification to Vendor and Vendor shall indemnify and hold harmless Buyer from any claim, investigation, prosecution, or damages arising from its breach. Notwithstanding Article 10 above, Vendor shall pay to Buyer all costs, damages and lost profits resulting from Vendor's breach.
在卖方违反其在第 20.2 条、第 20.3 条和第 20.4 条中做出的承诺的情况下，买方向卖方发出通知立即终止本协议。卖方应当赔偿并使买方不受由于卖方违反上述约定而遭受的主张、调查、起诉或损害。尽管有本协议第 10 条的规定，卖方应当向买方支付由于其违反上述约定而导致的费用、损害以及损失的利润。

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20.6 This General Terms and Conditions shall be made in English and Chinese. If there is any discrepancy between the two versions, the English Version shall prevail.
本一般条款与条件以中英文书就。如有两种文本存在任何不一致，以英文版为准。



1st Amendment to General Terms and Conditions (GTC)

一般条款和条件的第一修正案

This 1st Amendment to General Terms and Conditions (hereinafter refer to as "1st Amendment") is specially used for the software and/or cyber security related PO, and it is under the discretion of Buyer's Business Unit to choose whether to adopt the 1st Amendment on a case by case scenarios if the PO is not relevant to software and/or cyber security issue.

一般条款与条件的第一修正案（以下简称“第一修正案”）专门适用于软件及/或网络安全相关采购订单，针对其他不涉及软件及/或网络安全相关的采购订单，买方的相关业务部门有权自主选择是否适用该第一修正案。

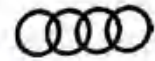
In the event that the PO is software and/or cyber security related, the Vendor hereby agree to accept and comply with Volkswagen Group Basic Requirements for Software (KGAS) and Formel Q Capability Software as Volkswagen guidelines. These brochures are available to the Vendor only electronically on the Volkswagen Group B2B platform under www.vwgroupsupply.com the version valid at the time.

对任何关于软件及/或网络安全的采购订单，卖方在此同意接受并遵守大众集团关于软件的基本规则（KGAS）以及大众指引标准的【Formel Q 质量能力软件】。该等手册仅有电子版且不时更新，卖方可登录大众集团网站（www.vwgroupsupply.com）旗下 B2B 平台以获取最新版本。

The Vendor's violation of Volkswagen guidelines of the KGAS and Formel Q Capability Software will be the Breach of the PO and GTC, and in the event that a Service Agreement applied, a Breach of Agreement, then the Buyer is entitled to withhold or deduct payment from the Contract Price/Fees and Expenses and/or claim for refund of paid Contract Price/Fees and Expenses, and Vendor shall pay to the Buyer an additional liquidated damages amounting to 30% of the Contract Price/Fees and Expenses according to Article 10.1 of the GTC.

卖方违反大众集团关于软件的基本规则（KGAS）以及大众指引标准的【Formel Q 质量能力软件】的行为构成对采购订单及一般条款和条件的违约，如遇适用服务协议的情形，则构成对服务协议的违约，按照一般条款与条件第 10.1 条就违约的规定，买方有权按本协议减少或停止向卖方支付合同价格/费用，和/或要求卖方返还已支付的合同价格/费用，并且卖方应当向买方支付相当于本协议全部合同价格/费用的 30% 作为违约金。

The Vendor shall ensure that the [Services] provided by itself and its subcontractor/supplier/ 2nd tier service and content provider (if applicable) comply with all Chinese laws and regulations (including but not limited to laws and regulations regarding cybersecurity) and professional standards. The Vendor shall indemnify and hold harmless the Buyer and the Buyer's affiliates against any loss, injury, liability, and third party complaints, claims and disputes arising from or in connection with the Vendor's performance (including services performed by the Vendor's



subcontractor/supplier/ 2nd tier service and content provider, where applicable) of the [Services] under the PO.

卖方应当确保其自身以及其分包商/供应商/第二层服务和内容提供商（如适用）所提供的[服务]遵守所有的中国法律法规（包括但不限于网络安全相关法律法规）及专业标准。若发生与卖方履行采购订单项下[服务]（包括其分包商/供应商/第二层服务和内容提供商所提供的[服务]（如适用））相关的或由此引发的任何损失、损害、责任以及第三方的投诉、索赔和纠纷，卖方应当补偿买方和买方的关联实体，以使得买方及其关联实体不因此遭受任何损失或承担任何责任。

The Vendor guarantees that itself and its subcontractor/supplier/ 2nd tier service and content provider (if applicable) will fulfill all classification protection related obligations stipulated in relevant laws, regulations, policies and notices.

卖方承诺并保证，其自身以及其分包商/供应商/第二层服务和内容提供商（如适用）将遵守并满足相关法律、法规、政策和通知中规定的所有等级保护相关责任。

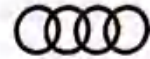
The Vendor shall establish and maintain data security procedures and other safeguards to ensure that the network and systems used in connection with the [Services] provided are free from interference, disruption or unauthorized access, and against unauthorized or unlawful processing, destruction, loss, alteration or theft of or unauthorized access to any vehicle and end customer data or any other data related to or in connection with the [Services] in accordance with requirements of the applicable laws, including but not limited to the Cybersecurity Law and the instructions of the Buyer.

卖方应当遵守适用法律（包括但不限于《中华人民共和国网络安全法》）的相关要求及买方的指示，建立并完善数据安全程序及其他保障措施，以确保与其提供的[服务]相关的所使用到的网络和系统免受干扰、破坏或未经授权的访问，确保任何车辆和终端用户数据及任何与[服务]相关的或涉及的其他数据免受未经授权或非法的处理、毁坏、丢失、篡改、盗窃和未经授权的访问。

The Vendor shall promptly inform the Buyer of any security vulnerability, threat, risk, or breach it discovers, or any complaint it receives from end users, or any incident regarding privacy or data security, and shall fully cooperate with the Buyer in investigating and mitigating the adverse effects of such vulnerability, threat, risk, breach or complaint and in development of measures to prevent such vulnerability, threat, risk, breach or complaint in accordance with this 1st Amendment, without releasing any of its obligations or liabilities hereunder. The Vendor shall indemnify and hold harmless the Buyer and the Buyer 's affiliates against any cost, loss, injury, liability, and third party complaints, claims and disputes arising from or in connection with the foregoing vulnerability, threat, risk, breach, complaint or incident.

卖方应当及时告知买方其所发现的任何安全漏洞、威胁、风险或破坏，收到的任何终端用户的投诉，或发生的任何关于隐私或数据安全的事件，并应当完全配合买方，调查并减轻该等漏洞、威胁、风险、破坏或投诉的不利影响，并根据本第一修正案开发避免该等漏洞、威胁、风险、破坏或投诉的措施，惟以上不免除卖方在本协议项下的义务和责任。若由于上述漏洞、威胁、风险、破坏、投诉或事件产生任何成本、损

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失、损害、责任以及第三方的投诉、索赔和纠纷，卖方应当补偿买方和买方的关联实体，以使得买方及其关联实体不因此遭受任何损失或承担任何责任。

For any security vulnerability, threat, risk or breach in connection with the [Services] discovered or noted by either Party during the term of the PO, and those that are made public (including but not limited to the result of any white hat event, forum disclosure and those assigned with a CVE number) both during the term and following the expiry or termination of this PO, the Vendor shall be responsible for developing and delivering to the Buyer effective fixes to mitigate the adverse effects of such vulnerability, threat, risk or breach within 30 working days (or other response time set by the Buyer in order to comply with applicable laws, regulations and mandatory standards) at the Vendor's own cost.

就采购订单期内任何一方发现或注意到的与[服务]相关的任何安全漏洞、威胁、风险或破坏，以及在采购订单期内和采购订单届满或终止后公开的（包括但不限于白帽事件的结果、论坛披露和被分配CVE编码的）任何安全漏洞、威胁、风险或破坏，卖方应当在30个工作日内（或其他买方设定的用以遵守适用法律、法规和强制性标准的响应时间期限），负责开发并向买方交付可有效解决该等漏洞、威胁、风险或破坏的不利影响的措施，相关费用由卖方承担。

For the security vulnerability, threat, risk or breach in connection with the [Services] discovered or noted by either Party following the expiry or termination of the PO (except those indicated in the above paragraph), the Vendor shall be responsible for developing and delivering to the Buyer effective fixes to mitigate the adverse effects of such vulnerability, threat, risk or breach within a reasonable time period, at a reasonable cost to be mutually agreed by both Parties.

就采购订单期届满后（除上段已列出的）任何一方发现或注意到的与[服务]相关的任何安全漏洞、威胁、风险或破坏，卖方应当在合理时间内，负责开发并向买方交付可有效解决该等漏洞、威胁、风险或破坏的不利影响的措施，卖方可收取合理费用，具体金额由双方届时商定。

Except those amended by this 1st Amendment, the terms and provisions of the GTC shall remain unchanged and binding upon the Parties during the term of the PO or Service Agreement (if applied). The 1st Amendment is an integral part of the GTC and be of equal legal validity.

除本第一修正案规定的内容外，一般条款与条件的其他规定维持不变且持续约束采购订单或服务协议（如适用）的当事人，本第一修正案是一般条款与条件的不可分割组成部分且与GTC具备同等法律效力。

on title Date



Audi Group Media Gala 2023

C/GC | 24th Oct.



General Information

Date: Early Dec. 2023 (Preferred on 1st Dec)

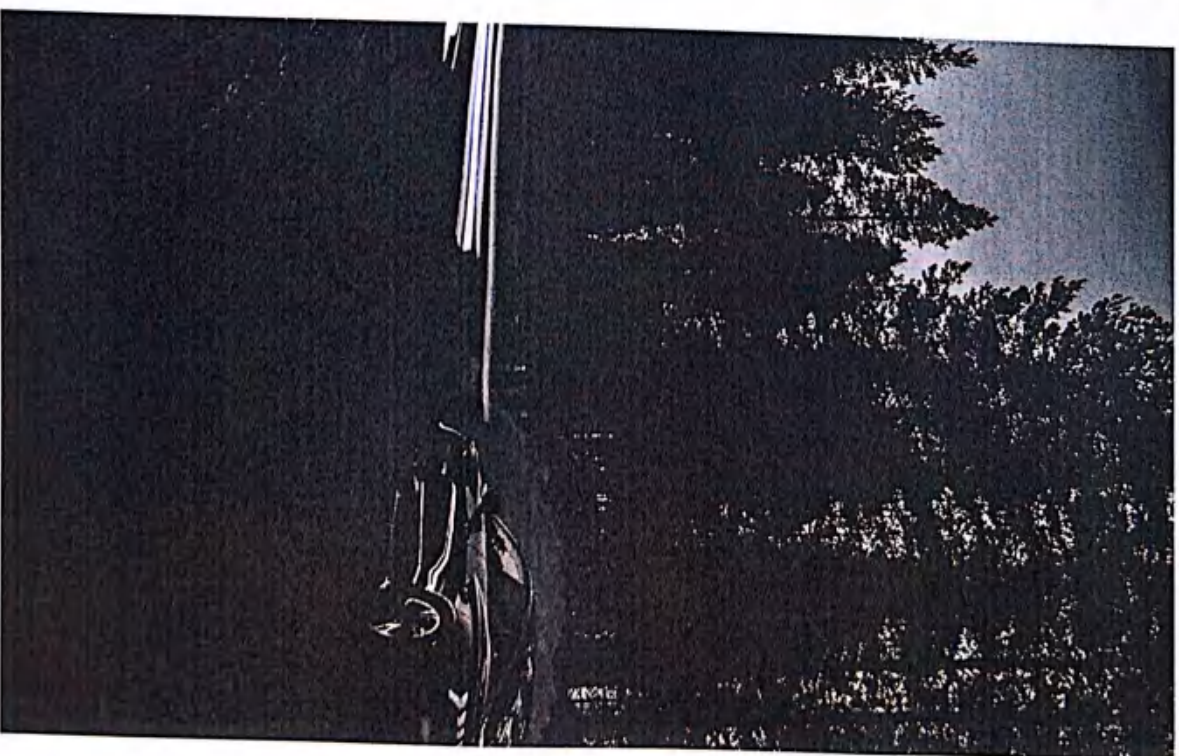
Location: Beijing

Participants: 100-150pax

Key medias/Audi China Top Managements/Audi Group VIPs
(4 brands of Audi Group jointly gathering)

Format: Media night + dinner

Display vehicles: 4 models in total from each brands



Background & Objectives

Background:

- For the recent 3 years there is no opportunity for Audi to have offline media year-end gathering.
- We are currently in exciting, yet challenging times. Continue to emphasize on the “In China, for China” strategy. Media is the bridge to touch the customers.
- There is urgent need of close communication between media and brand during this kind of gathering.

Objectives:

- Recap the achievements of the year 2023.
- Form an optimistic outlook on the future of the Audi brand in China through sharing of our long-term plans and strength in strategic areas.
- Create an opportunity for top management to communicate face to face with media and exchange opinions
- Emphasizing the brand's commitment to China market and Chinese customers.

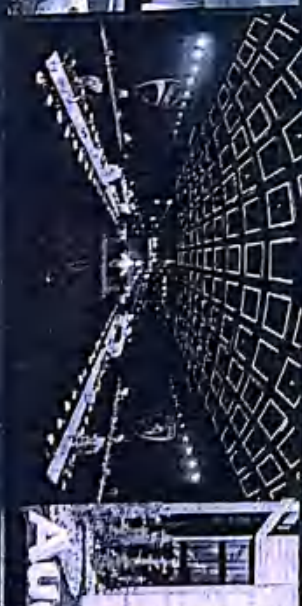


Tonality & Messages

The background features a dark, textured surface with several Audi vehicles, including a white sedan and a silver SUV, partially visible. The text is overlaid in a clean, white, sans-serif font.

PREMIUM & UNIQUE
TECHNOLOGY
WARM & CLOSE
BRAND POWER
COOPERATION, PREMIUM INNOVATION, SUSTAINABILITY
TO GET REUNITE WITH OLD FRIENDS
TO DELIVER OUR APPRECIATION TO MEDIA
TO TALK, LISTEN AND SHARE THOUGHTS ABOUT THE
NEW YEAR

Design & Mood Reference

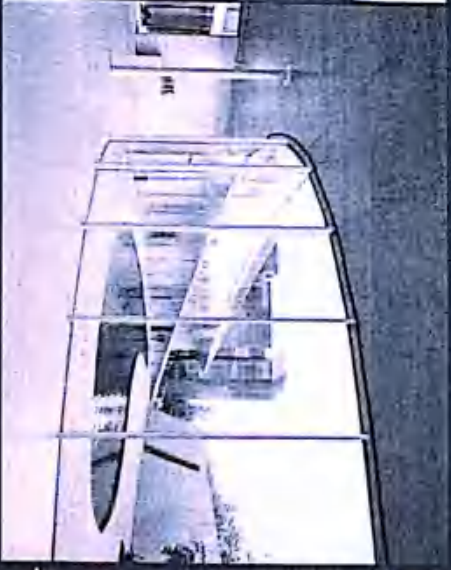
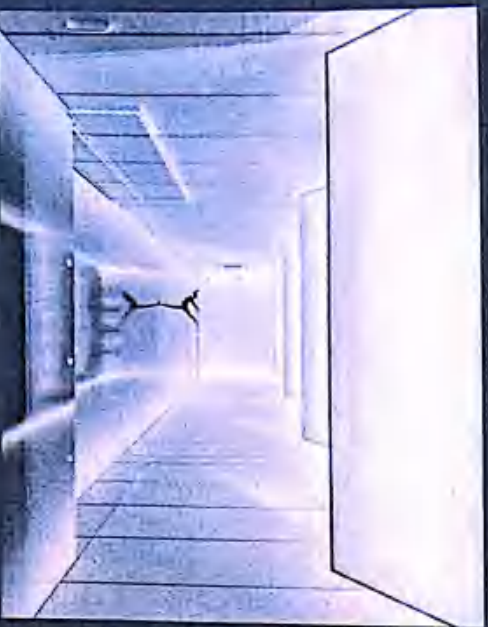


Venue Recommendation Direction

Creative Park



Premium Hotel



Featured Venue

Art Museum

Task & Deliverables(Scope Of Work)

Task	Deliverables
Content Development	<ul style="list-style-type: none">> Event messaging/communication approach. Main theme and event slogan, storyline proposed> Key visual & extensions design based on proposed theme> 3D rendering on set up & decorations of mingle area, main stage, catering area, display car area, etc> Rundown development & creative consulting with rundown renderings (visual storyboards)> Development of video ideas & storylines, video edit.> Keynote of speech> Research of innovative presentation ideas. Highlight moment suggestion would be a preference.> Venue recommendation
Event implementation (From preparation to event onsite)	<ul style="list-style-type: none">> Develop a comprehensive activation plan for the event day based on the Audi Experiential Strategy> AVL set up and constructions. To show premium experience from event platform> Execution as leading role and liaison with different parties about implementation details> Show car management in collaboration with Audi China show car team (other brands of Audi Group)> Show car domestic transportation in Beijing with container (Q6 e-tron prototype)> Shooting team management (photo/video/documentary/car presentation coordinate)> Onsite operation and all 3rd parties management> Venue coordination> F&B management> VIP car shuttle service> Risks management & contingency plan> Post-event reporting and documentation

Project Timeline

Tasks	Date
> Briefing file send out	Sep 13 th , 2023
> 1 st Round Proposal submission by agencies	Sep 27 th , 2023
> 2 nd Round Proposal submission by agencies	Oct. 2023

Vielen Dank!

Audi Group Media Gala 2023- Lead Agency Bidding
Bidder Name: EventPlus
Submission Date: 10.26

No.	ITEM	AMOUNT
1	Agency Fee (Bilingual)	¥ 305,760
2	Venue Related(Beijing Shengbai or Mocha Art centre, or same l	¥ 410,850
3	Screen Content Development	¥ 433,900
4	Show & Performance Related	¥ 356,000
5	Construction & AV	¥ 1,109,450
6	Shuttle and Display Car Management	¥ 29,400
7	Catering	¥ 171,000
8	Production & Logistics	¥ 142,600
9	3rd Parties Related	¥ 157,600
10	Agency oniste cost	¥ 12,371
TOTAL		¥ 3,128,931
6% VAT tax		¥ 187,735.98
TOTAL Incl. tax		¥ 3,316,666.98



517
518
519
520

Audi Group Media Gala 2023 Quotation

TOTAL 3,128,930.50

No.	Item	Unit Price (RMB)	QTY	Days	Subtotal	Remarks
	Agency Fee (Bilingual)				305,760.00	
1	Event Conception				67,200.00	此报价为一次性报价, 不含后期运营维护费
1.1	Account Director	2,000	1	2	4,000.00	Account management and main client contact
1.1.1	Senior Manager	1,800	2	2	7,200.00	Overall project lead
1.1.2	Technical Director	2,500	1	2	5,000.00	Technical feasibility check
1.1.4	Creative Director	2,500	2	2	10,000.00	Creative strategy, concept and experience development
1.1.5	Creative Strategist	1,500	2	2	6,000.00	Strategy on content and content management
1.1.6	Art Director	2,500	1	2	5,000.00	Creative design direction and supervision of design
1.1.7	3D Designer	1,500	2	2	6,000.00	Design of all live experience spaces in 3D renders
1.1.8	2D Designer	1,500	2	2	6,000.00	Graphic design of all 2D collaterals
1.1.9	Producer	2,000	2	2	8,000.00	For show and interactive area
1.2	Preparation				210,400.00	
1.2.1	Account Director	2,000	1	6	12,000.00	Account management and main client contact and supervise the client services
1.2.2	Senior Manager	1,800	3	8	32,400.00	Overall project management and staffing management, daily contact person with the client
1.2.3	Technical Director	2,500	1	6	15,000.00	Technical feasibility check and risk control
1.2.4	Creative Director	2,500	2	8	30,000.00	Creative strategy, concept and experience development
1.2.5	Creative Strategist	1,500	2	8	18,000.00	Strategy on content and content management
1.2.6	Art Director	2,500	1	8	15,000.00	Creative design direction and supervision of design
1.2.7	3D Designer	1,500	2	8	18,000.00	Design of all live experience spaces in 3D renders
1.2.8	2D Designer	1,500	2	8	18,000.00	Graphic design of all 2D collaterals, all final artwork and output delivery
1.2.9	Producer	2,000	2	8	24,000.00	
1.2.10	Event Coordinator	1,200	5	8	26,000.00	Project support, 3rd parties communication & management
1.3	Event On-site Support				97,600.00	
1.3.1	Account Director	2,000	1	4	8,000.00	VIP rehearsal coordination
1.3.2	Senior Manager	1,800	3	4	21,600.00	Overall onsite management and client liaison
1.3.3	Project Manager	1,500	3	4	18,000.00	Different session coordination
1.3.4	Technical Director	2,500	1	4	10,000.00	Construction set up quality check and review
1.3.5	Producer	2,000	2	4	18,000.00	
1.3.6	Event Coordinator	1,200	5	4	24,000.00	Different session and 3rd party liaison, etc
1.4	Post Event				9,000.00	
1.4.1	Senior Manager	1,800	1	5	9,000.00	Post event report & summary meeting
2	Venue Related (Beijing Shengbai or Mocha Art centre, or same level premium venue this)				410,850.00	
2.1	Venue Rental				402,000.00	non-hotel venue preferred
2.1.1	Main venue rental	62,000	1	8	372,000.00	For mingle, dinner, car display
2.1.2	VIP room*4		4	1	-	
2.1.3	Interview room (capacity: 20 pax)		1	2	-	
2.1.4	Make-up room		1	1	-	
2.1.5	Working room (capacity: 15 pax)		3	2	-	
2.1.6	Logistics & stock room		1	2	-	
2.1.7	Event government approval fee in by agency	30,000	1	1	30,000.00	
2.2	Venue Facilities				8,850.00	
2.2.1	WiFi (Working staff/VIPs/Guests)	5,000	1	1	5,000.00	
2.2.2	Electricity	1,000	1	1	1,000.00	
2.2.3	Water		1	1	-	
2.2.4	Parking fee	2,850	1	1	2,850.00	
***	Extra Items Fill in by agency based on the presented proposal					
3	Screen Content Development				433,900.00	
3.1	Keynote				181,400.00	
3.1.1	Keynote presentation design & editing	1,500	100	1	150,000.00	
3.1.2	Keynote presentation narration	300	100	1	30,000.00	
3.1.3	On-site staff transportation and meal allowance	350	2	2	1,400.00	
3.2	Video Production				232,500.00	
3.2.1	Loop Video (editing depends on screen ratio)	8,500	5	1	32,500.00	
3.2.2	Count down video	15,000	1	1	15,000.00	
3.2.3	2' Opening video	55,000	1	1	55,000.00	
3.2.4	2' Highlight Video (yearly summary integrated in keynote)	30,000	1	1	30,000.00	
3.2.5	Moving graphics for immersive driving sections (15" for each)	10,000	5	1	50,000.00	
3.2.6	Performance video	25,000	2	1	50,000.00	
3.3	Copyright Purchase				20,000.00	
3.3.1	Graphic & footages & music, etc.	20,000	1	1	20,000.00	
4	Show & Performance Related				366,000.00	
4.1	Show Staff				190,000.00	
4.1.1	MC (1 rehearsal day + 1 show day, bilingual)	38,000	1	2	76,000.00	Including MC outfit, transportation
4.1.2	Show Director	35,000	1	2	70,000.00	
4.1.3	Stage Manager	2,500	4	2	20,000.00	
4.1.4	Show caller	15,000	1	2	30,000.00	
4.2	Performance				180,000.00	Travel cost/Meal allowance/Costumes included
4.2.1	Performance 1	35,000	1	2	70,000.00	
4.2.2	Performance 2	45,000	1	2	90,000.00	
5	Construction & AV				1,109,490.00	
5.1	Constructions				672,400.00	
	Outdoor Area					
5.1.1	Entrance Gate or Backdrop (Steel Structure with UV Print)	7,000	1	1	7,000.00	Tailor made shapes
5.1.2	Brand Lighting Box Backdrop for 4 brands	9,000	4	1	36,000.00	In behind of display car for each brand
5.1.3	Audi Lighting Box LOGO	9,500	1	1	9,500.00	At the Entrance on the wall
5.1.4	Display car platform for 4 brands	12,500	4	1	50,000.00	
5.1.5	Outdoor decoration lights / luminating items	20,000	1	1	20,000.00	
	Reception Area					
5.1.5	Back wall/Backdrop	8,000	1	1	8,000.00	
5.1.6	Reception Counter	5,200	1	1	5,200.00	



5.1.7	Clock Room Backwall	4,500	1	1	¥	4,500.00
5.1.8	Clock Room Counter	3,000	1	1	¥	3,000.00
5.1.9	3D LOGO on the Reception Backwall	4,500	1	1	¥	4,500.00
5.1.10	3D Letterings on the Clock Room Backwall	3,500	1	1	¥	3,500.00
Mingle Area						
5.1.11	Partition wall/decorations between mingle & dinner area	18,000	1	1	¥	18,000.00
5.1.12	Round Bar Counter_Wooden Structure with Imported Slicker Finished, bottom with LED Strips	14,000	1	1	¥	14,000.00
5.1.13	Luminating decoration backdrop of bar counter	9,000	1	1	¥	9,000.00
5.1.14	Art Installation or Interactive Equipments1	15,000	1	1	¥	15,000.00
5.1.15	Art Installation or Interactive Equipments2	15,000	1	1	¥	15,000.00
5.1.16	Art Installation or Interactive Equipments3	15,000	1	1	¥	15,000.00
5.1.17	Mingle area carpet	6,000	1	1	¥	6,000.00
Stage & Dinner Area						
5.1.18	Stage Structure_Steel Structure with 2 layers 18mm plywood	25,600	1	1	¥	25,600.00
5.1.19	Carpet for Stage	3,000	1	1	¥	3,000.00
5.1.20	Steps for Stage	2,400	1	1	¥	2,400.00
5.1.21	Stage Backwall_Steel Combined with Wooden Structure, roller paint on the finishing, lalor	28,500	1	1	¥	28,500.00
5.1.22	LOGO on the backwall	14,000	1	1	¥	14,000.00
5.1.23	Prompter cover box - baked painted, wood	1,400	3	1	¥	4,200.00
5.1.24	Dinner area carpet	18,000	1	1	¥	18,000.00
5.1.25	Dinner area carpet	24,000	1	1	¥	24,000.00
5.1.26	Dinner area decoration items				¥	-
Function Rooms						
5.1.27	Interview room backdrop	4,500	1	1	¥	4,500.00
5.1.28	Interview room carpet	1,000	1	1	¥	1,000.00
5.1.29	Framed pictures in interview rooms	1,000	2	1	¥	2,000.00
5.1.30	VIP room backdrop	4,500	4	1	¥	16,000.00
5.1.31	VIP room carpet	1,000	4	1	¥	4,000.00
5.1.32	Framed pictures in VIP rooms	1,000	8	1	¥	8,000.00
5.1.33	Framed pictures in make-up room	1,000	1	1	¥	1,000.00
Furniture Rental						
5.1.34	Dinning Table	400	60	1	¥	24,000.00
5.1.35	Table cloth	150	60	1	¥	9,000.00
5.1.36	Dinning Chairs	80	180	1	¥	14,400.00
5.1.37	High legged table	200	12	1	¥	2,400.00
5.1.38	VIP room furniture	9,000	1	1	¥	9,000.00
5.1.39	Interview room furniture	9,000	1	1	¥	9,000.00
5.1.40	Make-up room furniture	3,500	1	1	¥	3,500.00
5.1.41	Stanchions	2,500	1	1	¥	2,500.00
5.1.42	Back office furniture	1,500	1	1	¥	1,500.00
Others						
5.1.43	Control Console Structure_Steel Structure with Black Fabric	3,200	1	1	¥	3,200.00
5.1.44	Electrical Rental Material	3,000	1	1	¥	3,000.00
5.1.45	Packing Material	5,000	1	1	¥	5,000.00
5.1.46	Plants for function areas	9,000	1	1	¥	9,000.00
Labour/Travel/Accommodation						
5.1.47	Construction Crew Labour	35,000	1	1	¥	35,000.00
5.1.48	Construction Crew Transportation	4,500	1	1	¥	4,500.00
5.1.49	Construction Crew allowance	8,000	1	1	¥	8,000.00
5.1.50	Insurance for Construction	2,000	1	1	¥	2,000.00
5.1.51	Insurance for Construction	8,000	1	1	¥	8,000.00
5.1.52	Technical Drawing Fee	4,000	1	1	¥	4,000.00
5.1.53	Forklift & Genee Rental	12,000	1	1	¥	12,000.00
5.1.54	Construction material transportation	3,000	1	1	¥	3,000.00
5.1.54	Construction Rubbish Cleaning				¥	-
Extra Items Fill in by agency based on the presented proposal						
5.2	Additional Lighting and Rigging Equipment & Service				¥	637,050.00
Entrance/Car Display/ Mingle Area						
5.2.1	MAGNIMAGE R4000 切换台	3,500	1	1	¥	3,500.00
5.2.2	S3 Media Server 视频服务器	9,000	3	1	¥	9,000.00
5.2.3	3000	12,000	10	1	¥	120,000.00
5.2.4	0.64 shot 镜头	1,500	10	1	¥	15,000.00
5.2.5	DVI signal cabling 高清光纤	800	10	1	¥	8,000.00
5.2.6	视频分配器	800	5	1	¥	4,000.00
5.2.7	100AMP POWER BOX 电箱	600	1	1	¥	600.00
5.2.8	Signal & Power Cable 电缆及线材	2,000	1	1	¥	2,000.00
5.2.9	MA2 Lighting console 调光台	5,000	1	1	¥	5,000.00
5.2.10	EK KMAX Moving Peri 切割电锯打	650	10	1	¥	6,500.00
5.2.11	ACME 620Z Light ACME 620Z 摇头染色灯	450	10	1	¥	7,200.00
5.2.12	AL-DC180灯架1000mm (11.5x4.4m) (0.7m-3m 不同长度组合)	100	400	1	¥	40,000.00
5.2.13	AL-DC180灯架处理器	400	30	1	¥	12,000.00
5.2.14	MADIX灯架控制器	3,500	1	1	¥	3,500.00
5.2.15	Wall Washer 洗墙灯	300	20	1	¥	6,000.00
5.2.16	Battery lamp 电池灯	450	40	1	¥	18,000.00
5.2.17	50x50mm 立杆	2,000	2	1	¥	4,000.00
5.2.18	MIDAS R32 DIGITAL MIXER 数码调音台	2,500	1	1	¥	2,500.00
5.2.19	L-ACOUSTICS H10 Loudspeaker 阿莱斯H10 低音音箱	1,000	8	1	¥	8,000.00
5.2.20	L-ACOUSTICS SB18 SUB 阿莱斯SB18 低音音箱	1,000	4	1	¥	4,000.00
5.2.21	L-ACOUSTICS LAB-AMP 阿莱斯功放	1,000	6	1	¥	6,000.00
Stage Area						
5.2.22	幕	500	28	1	¥	14,000.00
5.2.23	K18 LED Processor 高清处理器	2,500	2	1	¥	5,000.00
5.2.24	MIG-EC60视频切换器	12,000	1	1	¥	12,000.00

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5.2.25	Mapushitong VB server VB服务器	7,000	1	1	¥	7,000.00	
5.2.26	Macbook Pro with Latest Version Keynote, MS office and PVP 2高性能电脑	500	2	1	¥	1,000.00	
5.2.27	CUE light 调光器	500	1	1	¥	500.00	
5.2.28	DVI signal cabling 高清光纤	1,500	1	1	¥	1,500.00	
5.2.29	65寸 LCD电视机	1,000	3	1	¥	3,000.00	
5.2.30	100AMP POWER BOX 电箱	800	1	1	¥	800.00	
5.2.31	Signal & Power Cable 电缆及线材	2,000	1	1	¥	2,000.00	
5.2.32	MA2 Lighting console 调光台	5,000	1	1	¥	5,000.00	
5.2.33	MA NPU	800	2	1	¥	1,600.00	
5.2.34	Truss Frame 300*300 灯架	100	60	1	¥	6,000.00	
5.2.35	EK XMAX Moving Per 切割灯架灯	550	24	1	¥	13,200.00	
5.2.36	ACME 620Z Light ACME 620Z 摇头染色灯	450	12	1	¥	5,400.00	
5.2.37	ACME 300Z Light ACME 300Z 摇头染色灯	450	24	1	¥	10,800.00	
5.2.38	Acme 20R Moving 电脑灯	450	12	1	¥	5,400.00	
5.2.39	100AMP POWER BOX 电箱	800	2	1	¥	1,600.00	
5.2.40	Signal & Power Cable 电缆及线材	2,000	1	1	¥	2,000.00	
5.2.41	MIDAS M32 DIGITAL MIXER 数字调音台	3,500	1	1	¥	3,500.00	
5.2.42	L-acoustics Line array speaker KARA 线阵音箱	1,000	12	1	¥	12,000.00	
5.2.43	L-ACOUSTICS HQ Loudspeaker 阿酷斯扬声器	1,000	8	1	¥	8,000.00	
5.2.44	L-ACOUSTICS SB18 SUB 阿酷斯低音音箱	1,000	4	1	¥	4,000.00	
5.2.45	L-ACOUSTICS LAB-AMP 阿酷斯功放	1,000	8	1	¥	8,000.00	
5.2.46	wireless microphone, Handheld, SHURE AD2/Beta 58A Transmitter 手持 (6个手持+2个头	200	8	1	¥	1,600.00	
5.2.47	Walkie talkie 对讲机	50	20	1	¥	1,000.00	
5.2.48	Intercom TELEX BTR-800 RF 主机	2,000	1	1	¥	2,000.00	
5.2.49	wireless headset intercom TELEX BTR-800 RF 无线耳机对讲机	100	8	1	¥	800.00	
5.2.50	100AMP POWER BOX 电箱	800	1	1	¥	800.00	
5.2.51	SI Package w/txbooth, 2 radiator, 150 headsets	15,000	1	1	¥	15,000.00	
5.2.52	Signal & Power Cable 电缆及线材	2,000	1	1	¥	2,000.00	
General Rental							
5.2.53	30kw Generator Rental-3 days	6,000	1	3	¥	18,000.00	
Labour/Travel/Accommodation							
5.2.54	Setup Labor	450	25	2	¥	22,500.00	
5.2.55	Dismantling labor	450	25	1	¥	11,250.00	
5.2.56	show Technician Operator	800	7	3	¥	16,800.00	3day
5.2.57	Project Manager	1,800	1	3	¥	5,400.00	3day
5.2.58	Lighting Designer	2,500	1	3	¥	7,500.00	3day
Transportation							
5.2.59	Transportation from Warehouse to Venue	1,500	4	2	¥	12,000.00	
Extra Items Fill In by agency based on the presented proposal							
6 Shuttle and Display Car Management							
6.1	GLB	900	3	4	¥	10,800	
6.2	VIP car	1,200	5	2	¥	12,000	Audi A8, not bilingual driver
6.3	Parking fee	1,000	1	1	¥	1,000	
6.4	Snacks and water for VIP car and media shuttle	2,000	1	1	¥	2,000	
6.5	Media shuttle bus	1,800	2	1	¥	3,600	V-Space to the venue(round trip)
7 Catering							
7.1	Dinner	117,000.00	180	1	¥	117,000.00	
7.2	Beverage & drinks	58,000.00	180	1	¥	58,000.00	
7.3	Coffee break	18,000.00	180	1	¥	18,000.00	For minute area
8 Production & Logistics							
8.1	Floral	30,000	1	1	¥	30,000.00	Reception/Catering area/VIP room/Interview
8.2	Audi Rings table stand	300	6	1	¥	1,800.00	
8.3	Audi pins	20	50	1	¥	1,000.00	
8.4	Collateral	4,500	1	1	¥	4,500.00	Badge + Lanyard + Whist band (if need)/Name tent card/Speech card/Dinner Menu
8.5	Prize for interactive programs	-	50	1	¥	-	Prize provide by each brand from storage
8.6	Event Insurance	5,500	1	1	¥	5,500.00	
8.7	Onsite office supplies - Printer rental, 4G router, walkie-talkies, stationary etc	400	1	4	¥	1,600.00	
8.8	Car plates (1 set = front & back) 2 sets (1 for back-up) * 4 vehicles	350	8	1	¥	2,800.00	For display car
8.9	Car cloth	600	4	1	¥	3,600.00	For display car
8.10	Car insurance	500	4	2	¥	4,000.00	For display car
8.11	Display car driver	700	3	2	¥	2,800.00	
8.12	Media Package	60,000.00	150	1	¥	60,000.00	
8.13	Interactive program (software)	25,000	1	1	¥	25,000.00	for lucky draw
Extra Items Fill In by agency based on the presented proposal							
9 3rd Parties Related							
9.1	Hostess	1,200	14	2	¥	33,600.00	Hostess uniform and transportation and meal expenses Included
9.2	Security	600	12	2	¥	14,400.00	Transportation and meal expenses Included
9.3	Waier(event day)	600	18	1	¥	12,000.00	Transportation and meal expenses
9.4	Waier(rehearsal day)	800	10	1	¥	8,000.00	Transportation and meal expenses
9.5	Runner	400	8	2	¥	4,800.00	Transportation and meal expenses Included
9.6	Car Cleaner	600	4	2	¥	4,800.00	Transportation and meal expenses
9.7	Venue Cleaner	600	10	2	¥	10,000.00	transportation and meal expenses
9.8	Make-up Artist	1,500	2	1	¥	3,000.00	transportation and meal expenses
9.9	SI	10,000	2	2	¥	40,000.00	Transportation and meal expenses
9.10	Catering transportation	9,000	1	1	¥	9,000.00	
9.11	Display car transportation within Beijing	13,000	1	1	¥	13,000.00	
9.12	Display car storage with container rental	500	10	1	¥	5,000.00	
10 Agency on-site cost							
10.1	Meal allowance for onsite team	5,871	1	1	¥	5,871.00	
10.2	Traffic cost incl. site check, car rental, tax (estimated)	6,500	1	1	¥	6,500.00	

