INGRAM MICRO (CHINA) LTD
SALES TERMS AND CONDITIONS

All sales made by IM to the Purchaser are subject to these terms and conditions. Purchaser's unequivocal acceptance of these terms and conditions shall be deemed by (i) Purchaser signing or agreeing to these terms and conditions; or (ii) Purchaser providing a purchase order to IM; or (iii) Purchaser's acceptance of any Product or Service from IM; whichever occurs first.

1. DEFINITIONS

1.1. "**Confidential Information**" means confidential information and documentation of IM or its Supplier relating to the Products, their marketing, use, maintenance and software, including technical specifications

1.2. "**IM**" means Ingram Micro (China) Ltd. If Purchaser is transacting on the Ingram Micro Cloud Marketplace, then reference to "IM" in these terms shall mean Ingram Micro Asia Marketplace Pte Ltd. Reference to "IM" shall mean the relevant Ingram entity which Purchaser is trading with as stipulated in the quotation.

1.3. "**Intellectual Property**" means all copyright, patents, utility innovations, trade marks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

1.4. "**Non-Conforming Product**" shall mean a Product that does not conform to the Supplier's Warranties.

1.5. "**Purchaser**" means the person, business or company that is the purchaser of the Products.

1.6. "**Products**" means any products (including software) or services, where applicable, supplied to Purchaser by IM and described in IM's invoice. Reference to "**Products**" herein shall, where applicable also include Services if so purchased by the Purchaser.

1.7. "**Services**" means any services supplied to Purchaser by IM or its Supplier and described in IM's quotation and invoice, including but not limited to technical services, installation services, educational services (such as educational or training courses, and examination or certification services), or such other services provided by IM or a Supplier and includes supply of materials, software, tools and information related to such services ("**Deliverables**").

1.8. "**Supplier**" means the manufacturer or publisher of the Products or Services, or the service provider, manufacturer or publisher providing the Products or Services, which for the avoidance of doubt shall not mean IM unless IM is the party providing the service.

1.9. "**Supplier's Warranties**" means the warranties, if any, provided by the applicable Product's Supplier relating to a particular Product.

1.10. "**Territory**" means Hong Kong.

2. ORDERS

2.1. All orders for Products placed by Purchaser:
- (a) must be made in accordance with IM's order process as notified to Purchaser from time to time; and
- (b) are subject to acceptance by IM, and no order will be deemed to have been accepted by IM unless Products are supplied or a back-order or delivery delay is confirmed in writing by an authorised representative of IM to Purchaser.

2.2. IM may reject any order placed by Purchaser if there is an insufficient supply of Products which prevents IM from being able to fulfill such order.

2.3. ALL PRODUCTS SOLD TO PURCHASER ARE STRICTLY FOR RESALE TO END USERS (WHO PURCHASE FOR INTERNAL USE) IN THE TERRITORY OR SUCH COUNTRY(S) AS AUTHORIZED IN WRITING BY IM OR THE SUPPLIER.

2.4. For IM's provision of educational services, Purchaser is required to submit a course registration form as prescribed by IM for each examination or certification or course which Purchaser intends to purchase, enroll or take part.

3. PRICE AND PAYMENT

3.1. The price of the Products will be IM's quoted price and are subject to change without prior notice.

3.2. Payment is required prior to delivery of the Products to Purchaser unless agreed otherwise in writing by an authorised officer of IM.

3.3. If Purchaser fails to make payment in accordance with this clause:
- (a) all amounts owing by Purchaser to IM on any account will immediately become due and payable together with legal costs of enforcement.
- (b) IM may, in its sole discretion suspend the provision of credit to Purchaser until all amounts owing are paid for in full; and
- (c) IM may, in its sole discretion, vary or cancel any credit facility or credit privileges it makes available to Purchaser from time to time.

For the avoidance of doubt, IM retains the right from time to time, without notice, to change or revoke Purchaser's credit limit on the basis of, including but not limited to, changes in IM's credit policies or Purchaser's financial condition and/or payment record.

3.4. Purchaser will be liable to pay interest on any overdue amount at the rate of 1.5% per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due, whichever is higher. Interest will accrue daily from the date payment became overdue until IM has received payment of the overdue amount, together with any interest accrued. Purchaser's obligation to make timely payment is a material element of these Terms and if breached will cause damage to IM.

3.5. Purchaser must pay to IM any amount Purchaser owed to IM in full, despite any right of set-off that Purchaser may have. For the avoidance of doubt, Purchaser shall not deduct from that amount any tax in relation to purchase of the Products. Purchaser shall reimburse IM for any taxes IM pays on its behalf.

3.6. Unless stated otherwise in these Terms (or in writing by IM's authorised representative), all prices quoted for Products are exclusive of all taxes, handling, delivery, agents' charges and any other charge, duty or impost.

3.7. Purchaser must pay IM, on demand, any tax (other than income tax) payable under these Terms, any matter or thing done under these Terms or any payment, receipt or other transaction contemplated by these Terms, including any goods and services tax, customs duty, excise duty, stamp duty, other duty, governmental charge, fee, levy or impost, together with any fine, penalty or interest payable because of a default by Purchaser.

3.8. Purchaser shall furnish to IM all financial information reasonably requested by IM from time to time for the purpose of establishing or continuing Purchaser's credit limit. Purchaser agrees that IM may disclose any such information to its advisors or insurers for the purposes of, including but not limited to, evaluation of credit to be extended to Purchaser.

3.9. To the extent the Purchaser is a credit customer, the Purchaser agrees to immediately notify IM of any changes to any of the details contained in its credit application or as otherwise provided by Purchaser to IM, and any other material changes to Purchaser's ownership, shareholding, structure and/or business, trading or financial activities.

3.10. In the event that Purchaser successfully applies for GST Registration, Purchaser must promptly provide written notice of its GST Registration Number and Effective Date of GST Registration to IM.

3.11. Any obligation of IM under these terms and conditions to deliver Deliverables on credit terms shall terminate without notice and without liability to IM if Purchaser files a voluntary petition under a bankruptcy statute or any other statute relating to insolvency or protection of the rights of creditors, or makes an assignment for the benefit of creditors, or if an involuntary petition under a bankruptcy statute or any other statute relating to insolvency or the protection of rights of creditors is filed against Purchaser, or if a receiver, manager, liquidator or trustee is appointed to take possession of the assets of Purchaser.

3.12. If Purchaser is offered special pricing for certain orders and such pricing is made available to IM from its Suppliers ("**Special Bids**"), the Purchaser shall adhere to the specific terms applicable to Special Bids ("**Special Terms**") and other terms and conditions of such Special Bids. Purchaser agrees to indemnify IM for any breach of these terms or any claims made against IM by the Suppliers for Purchaser's non-compliance with the Supplier's terms and conditions. Purchaser agrees to pay any service fees charged for IM's pass-through of Special Bids and other Supplier driven benefits the Purchaser may receive, including any marketing funding, price protection and individual

rebates, and agrees that pass-through and payment of such benefits will be subject to IM having received the benefits from its Supplier. The Special Terms may oblige the Purchaser to comply with certain requirements including but not limited to (i) the sale of the Products only to specifically named end-users; (ii) sale of the Products within the approved Territory only; (iii) the disclosure of end-user information to IM and its Suppliers for the purpose of end-user verification; and (iv) the submission of copies of end-user invoices, end-user purchase orders or end-user shipping documents to IM and its Suppliers. Subject to the Special Terms applicable for the individual Suppliers and Products, non-compliance with the Special Terms may entitle IM and/or its Suppliers to reclaim and invoice the Purchaser in full for all discounts, rebates and other special price conditions granted to the Purchaser under the special price.

4. DELIVERY

4.1. Delivery to a local address will be via IM's ground transportation and subject to freight and handling charges. Delivery to an international address will be subject to additional terms and charges.

4.2. Delivery times advised to Purchaser are estimates only and IM will not be liable for any loss, damage or delay suffered or incurred by Purchaser or its Purchasers arising from late or non-delivery of the Products.

4.3. IM may make part deliveries of any order, and each part delivery will constitute a separate supply of the Products upon these Terms.

4.4. Should Purchaser decide to collect the Products and fails to do so on the agreed date, Purchaser shall hold IM harmless and shall indemnify IM fully for any costs or damages IM may incur in relation to the uncollected Products, including any storage or disposal fees, where applicable.

5. SOFTWARE

5.1. To the extent that a Product supplied under these Terms is a software then, in addition to these Terms, that software Product will be supplied subject to the terms and conditions of the relevant license agreement applicable to it. Where applicable, Purchaser agrees to be bound by any such terms and conditions and/or restrictions and shall indemnify IM for any liability suffered by it arising from Purchaser's breach of such terms, conditions and/or restrictions.

5.2. Software license agreements may be packaged with the software, or may be separately provided to Purchaser or may require on-screen acceptance by Purchaser. Use of the software Product shall be in accordance with the terms and conditions of the relevant license agreement.

5.3. Where the term "supply" is used in these Terms to refer to a software Product, such term means the sale and purchase of a licensed copy of that software Product or a right to access a hosted copy of that software Product (regardless of whether such software is supplied in hard copy or electronically, or where access is otherwise provided to a copy of the software).

6. INSPECTION AND ACCEPTANCE

6.1. In the case of all Products ordered, Purchaser must:
- (a) (For non-software Products) inspect such Products upon delivery to Purchaser's premises.
- (b) (For software Product) test or inspect such software Products upon those software Products being authorised by IM for downloading by Purchaser.

6.2. If Purchaser alleges any matter or thing by which the Products do not accord with Purchaser's order, Purchaser must give written notice to IM within 3 working days of delivery or downloading (as the case may be).

6.3. Failing such notice and to the extent permitted by law, the Products will be deemed to have been accepted by Purchaser.

7. TITLE AND RISK

7.1. Products supplied by IM to Purchaser will be at Purchaser's risk immediately upon:
- (a) delivery of the Products to the Purchaser, Purchaser's agent or nominee, or into the Purchaser's custody or control; or
- (b) collection of the Products by the Purchaser's nominated carrier or agent.

7.2. Purchaser must:
- (a) effect and maintain with a reputable insurance company insurance for the Products, at its cost, against all risks as it thinks appropriate, including loss or damage by fire, theft, accident and other such risks;
- (b) note the interest of IM on the insurance policy; and
- (c) produce a certificate of currency of the insurance effected by Purchaser under this clause to IM, upon request.

7.3. Risk in the Products will remain with Purchaser at all times unless IM retakes possession of the Products in accordance with the Terms.

7.4. Title in the Products supplied by IM to Purchaser will not pass to Purchaser and will remain the absolute property of IM until such time as IM has been paid by Purchaser all monies due and owing to it by the Purchaser in relation to any account. Notwithstanding payment, title to those Products which are Deliverables or software remains with IM and/or the applicable third party licensor(s) at all times.

7.5. Until the Products have been paid for and title to the Products has passed to Purchaser, Purchaser:
- (a) must properly segregate and store the Products in such manner as to clearly indicate that they are the property of IM and Purchaser grants IM the right to enter Purchaser's premises to repossess the Products and to sell or dispose of those Products.
- (b) Purchaser may sell the Products and shall keep records of the Products in the ordinary course of its business as fiduciary agent for IM and Purchaser agrees to deposit all proceeds of any such sale (including any proceeds received from any insurance claims) in a separate bank account and agrees not to mix the proceeds with any other monies and hold the monies on trust for IM and shall immediately account for such proceeds to IM.

7.6. If Purchaser has breached these Terms, Purchaser authorizes IM, at any time, to enter onto any premises upon which IM's Products are stored to enable IM to:
- (a) inspect the Products; and/or
- (b) reclaim the Products and/or discontinue access to the Products.

7.7. If Purchaser sells, disposes of or otherwise deals with Products or any part thereof before full payment has been received by IM, Purchaser must advise IM in writing, at such times as IM may request, specifying full details of the Products sold, disposed of, utilised or otherwise dealt with.

7.8. Purchaser acknowledges that in the case of software Products, any refusal or failure to pay may result in cancellation of the license to use the software Product.

7.9. Purchaser agrees that the provisions of this clause apply despite any arrangement under which IM grants credit to Purchaser.

8. PRODUCT RETURNS

8.1. Return of Products will be subject to the returns process for the affected Product ("**Returns Process**") as notified by IM from time to time.

8.2. Purchaser must notify IM in writing of any Products it wishes to return within seven (7) days from the date of the invoice relating to those Products or such other time period stipulated in the Returns Process.

8.3. Each claim for the return of Products by Purchaser will be dealt with in accordance with the Returns Process.

8.4. Any substitute Products to be shipped to Purchaser in accordance with the Returns Process will be sent by IM to Purchaser by ordinary freight pre-paid.

8.5. IM will not be liable for any damage or defects in the Products:
- (a) that have been caused by the Purchaser's improper storage, warehousing or transport, by any neglect, abuse or improper use;
- (b) installation, maintenance or unauthorised repair of the Products;
- (c) that is not covered by Supplier's warranty;
- (d) Products which have been added to, varied, or otherwise modified by, any person other than IM or a third party authorized by IM in writing;
- (e) in connection with the claim Purchaser alleges that cartons were damaged in transit but the Proof of Delivery (POD) does not identify that cartons were damaged in transit;
- (f) the claim for a return request is not notified to IM in writing within the period stated in clause 8.2.

9. FORCE MAJEURE

9.1 If the performance of IM's obligations under these Terms is prevented, restricted or affected by acts of God, pandemic, strike, lock out, raw material shortage, breakdown of plant, electrical, network or telecommunication outage, government restrictions (including denial or cancellation of export or other licenses), delay caused by Supplier, transport or equipment or any other cause beyond the reasonable control of IM, IM will give notice of such cause to Purchaser and IM shall not be held in default of its obligations hereunder or held liable for any noncompliance. If such event continues for more than 60 days from the date of notice, either party may terminate any affected

orders without penalty. This section does not excuse the Purchaser's payment obligations for delivered Products.

10. PURCHASER'S CANCELLATION

10.1. Unless otherwise agreed in writing by an authorised officer of IM, Purchaser may not cancel an order which has been accepted by IM.

10.2. If Purchaser's right of cancellation is agreed to by an authorised officer of IM in writing, the right must be exercised by notice in writing from Purchaser to IM not later than 7 days before the estimated date of shipment by the Supplier or IM (as the case may be).

10.3. Unless otherwise agreed between Purchaser and IM, upon cancellation prior to shipment, any deposit paid by Purchaser will be forfeited to IM.

11. DEFAULT OF PURCHASER

11.1. Without prejudice to any of IM's other rights under these Terms, if Purchaser breaches any of these Terms, IM may, in its sole discretion, and without further liability to Purchaser:
- (a) refuse to make further supplies to Purchaser; and/or
- (b) terminate the relationship without notice.

12. RESALE

12.1. All Products supplied by IM may only be sold by Purchaser within the Territory unless otherwise agreed in writing. Purchaser must not knowingly sell or supply the Products to any person who intends to resell or on-supply them outside the Territory.

12.2. The parties acknowledge and agree that the Purchaser may set the amounts it charges to its customers for re-supply of the Products in its sole discretion.

13. WARRANTY

13.1. Certain statutory provisions may imply warranties or conditions or impose obligations upon IM which cannot be excluded, restricted or modified whether at all or only to a limited extent. Clauses 13 (Warranty) and 14 (Non-Conforming Products) must be read subject to those statutory provisions.

13.2. To the extent permitted by law,
- (a) Products are covered by the Supplier's Warranties.
- (b) IM's entire responsibility with respect to express warranties for the Products is to pass on to Purchaser the benefit of any such Supplier's Warranties to the extent it is able to.
- (c) The Supplier's Warranties are in substitution for all other terms, guarantees, conditions and warranties, whether implied by statute or otherwise (including implied warranties with respect to merchantability and fitness for purpose) and IM expressly excludes all such other terms, guarantees, conditions and warranties.
- (d) IM does not warrant that repair facilities or parts will be available in respect of any of the Products.

13.3. Software Products are not warranted by IM under these Terms. Such software Products are warranted in accordance with the relevant license agreements governing their use.

13.4. To the full extent permitted by law and unless otherwise expressly agreed by IM, IM does not warrant that repair facilities or parts will be available in respect of any Products.

13.5. Purchaser warrants that it is acquiring the Products for the purpose of use as inventory in Purchaser's business, and that it is not acquiring the Products wholly or predominantly for personal, domestic or household use or consumption.

14. NON-CONFORMING PRODUCTS

14.1. To the extent permitted by law, IM's entire responsibility with respect to Non-Conforming Products where such non-conformity arises within the time frame stipulated by the Supplier, or if a time frame is not stipulated, within a period of six (6) months from delivery to an end-user, will be to arrange for:
- (a) (at IM's option) a replacement or repair of the Product; or
- (b) if (a) is not practical or possible, a reduction of the price of the Products (calculated on a straight line depreciation basis) or a refund.

14.2. Clause 14.1 shall not be applicable if the Purchaser, end-user or any third party (which is not an IM agent) had damaged or misused the Product thereby causing the non-conformity or if the Non-Conformity, damage, fault or misuse is excluded under the Supplier's warranties.

15. LIABILITY

15.1. Purchaser will be liable for all orders placed with IM through Purchaser 's account, regardless of whether those orders were placed in accordance with Purchaser's authorisations or instructions. It is Purchaser's responsibility to ensure that its account is only accessed and used by authorised personnel pursuant to, and in accordance with, any limits on their authority, and safeguarded from misuse by authorised or unauthorised individuals.

15.2. Purchaser will defend, indemnify and hold harmless IM, its related bodies corporate, affiliates and subsidiaries and each of their respective officers, directors, employees and agents from and against any and all claims, demands, proceedings, actions, liabilities, losses, damages, costs or expenses of any kind (including reasonable attorney's fees and disbursements) incurred or sustained as a result of, or arising out of, or relating to any actions taken by IM regarding the Products at the request of, and consistent with, instructions provided by Purchaser, Purchaser's infringement of IM's or any third party's intellectual property rights, any breach of these Terms or any acts or omissions of Purchaser or its employees, related bodies corporate, affiliates or agents, arising from the manner in which Purchaser markets and sells the Products, supply by Purchaser of any goods or services for use in conjunction with or in relation to the Products, or any breach or alleged breach of any applicable laws or regulations relating to the storage, marketing or sale by Purchaser of the Products.

15.3. To the extent that an indemnity under this agreement is in favour of a person other than IM, IM contracts as trustee of the rights under that indemnity.

15.4. To the extent permitted by law, IM will not be liable to Purchaser or any other person under any circumstances for any loss of use, profit, revenue, interest, goodwill or data, or for any indirect, incidental or consequential damages sustained or incurred by Purchaser, whether such liability arises directly or indirectly as a result of:
- (a) any negligent act or omission or willful misconduct of IM or its employees or agents;
- (b) any failure to deliver Products within a specified time period; availability and/or delays in delivery of Products; discontinuation of Productions, product lines or any part thereof; cancellation of any orders by Purchaser;
- (c) the supply, performance or use of any Products or services;
- (d) the supply or performance of any services provided by a third party who is not IM's agent; or
- (e) any breach by IM of its obligations under these Terms.

15.5. For the avoidance of doubt, the only liability of IM with respect to:

(a) any damaged goods, defective goods and/or goods erroneously shipped will be the return rights described herein; and

(b) any defective Services and/or Services not meeting any service level mutually agreed in writing will be the reperformance of such services.

15.6. Purchaser's, its related bodies corporate, and their respective customers' sole and exclusive remedy relating to these Terms and/or the Products will be the remedy, if any, afforded by the Supplier of such goods to such parties as anticipated by clause 13.

15.7. Notwithstanding anything to the contrary in this agreement, or even if this agreement fails its essential purpose, in no event will IM's cumulative liability (in tort (including negligence), contract (including under any indemnity), warranty, infringement, under statute or otherwise) to Purchaser under this Agreement exceed the purchase price actually paid by Purchaser for the supply of the affected Product that give rise to the dispute, or any defective portion thereof, whichever is the lesser amount. IM's liability to Purchaser (including in tort (including negligence), contract (including under any indemnity), warranty, infringement, under statute or otherwise) will be reduced by the extent, if any, to which Purchaser contributed to the loss or damage.

15.8. The obligations of IM and any affiliate thereof, if any, are the several obligations of each such entity and nothing herein will be deemed to create any joint and several liability between or among IM and/or any of its affiliates.

16. INTELLECTUAL PROPERTY

16.1. Purchaser acknowledges that:
- (a) Intellectual Property embodied in or in connection with the Products and any related documentation, parts or software are the sole property of IM or its Suppliers;
- (b) all Intellectual Property of IM or its Suppliers may only be used by Purchaser with the express written consent of IM or its Suppliers and such consent extends only to use essential for the purposes stated in it; and
- (c) If consent for use is granted by IM or Supplier in accordance with sub-paragraph (b) above, Purchaser shall

comply with any intellectual property use requirement or guidelines issued by IM or Supplier

16.2. Purchaser must not register any trademarks, trade name, domain name, trading style or commercial designation or design used by IM or its Suppliers in connection with the Products.

16.3. Purchaser will indemnify IM against all liabilities, damages, costs and expenses which IM may suffer or incur as a result of Purchaser's breach or infringement of any third party's intellectual property rights, Purchaser's non-compliance with Supplier's intellectual property guidelines, any work performed by IM in accordance with Purchaser's specifications or as a result of the combination or use of the Products with other equipment, parts or software not supplied by IM, and which results in the infringement of any Intellectual Property of any person.

16.4. IM has no duty to defend, indemnify or hold harmless Purchaser, its related bodies corporate, affiliates or their respective customers from and against any claim, demand or cause of action, including any damages, costs or expenses incurred by Purchaser, its related bodies corporate, affiliates or their respective customers in connection with, arising from or relating to any actual or alleged product liability or violation or infringement of any patent, trademark, copyright or other intellectual property belonging to a third-party by the Products.

17. CONFIDENTIALITY

17.1. Purchaser acknowledges that IM has disclosed and may from time to time disclose to Purchaser Confidential Information.

17.2. Subject to clause 17.5, Purchaser must:

(a) only use the Confidential Information solely for the purposes relating to its orders; and

(b) not disclose (whether directly or indirectly) to any third party the Confidential Information, other than is required to carry out such purposes.

17.3. If disclosure of Confidential Information to third parties is necessary, Purchaser will obtain from such third parties binding agreements to maintain in confidence the Confidential Information disclosed at least to the same extent as Purchaser is bound to protect IM's Confidential Information under this clause.

17.4. Upon the expiry or termination of the parties' relationship must cease to use and must return or destroy (as IM may instruct) Confidential Information in its possession or control.

17.5. In the event Purchaser is required to disclose any Confidential Information to a government authority or by relevant laws, Purchaser shall provide IM with reasonable prior notice of any such required disclosure and shall use reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed IM to participate in the proceeding that requires the disclosure.

17.6. This clause does not extend to any information which is:

(a) at the time of disclosure, rightfully known to or in the possession or control of Purchaser and which is not subject to an obligation or confidentiality;

(b) public knowledge (otherwise than as a result of a breach of this clause 17 or any other obligation of confidentiality); or

(c) approved in writing by an authorised officer of IM to be disclosed.

18. COMPLIANCE

18.1. Purchaser acknowledges that some Products may be controlled under export laws in force at the material time. Purchaser shall not export, re-export, or distribute Products, in violation of any such export control laws or regulations.

18.2. Purchaser acknowledges that the Products or Deliverables supplied hereunder may be subject to the controls of the United States Department of Commerce or other relevant export control laws, and that the Products or Deliverables may require authorization prior to export, re-export or transfer in-country. Specifically, Purchaser agrees that it will not directly or indirectly export, re-export, transfer in-country or otherwise distribute Products or Deliverables, or direct Products or Deliverables thereof, in violation of any export control laws or regulations of the United States. Purchaser warrants that it will not export, re-export or transfer in-country any Products or Deliverables with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Purchaser has obtained prior approval from the Department of Commerce or other relevant authorities. Purchaser further warrants that it will not export, re-export or transfer in-country directly or indirectly, any Products or Deliverables to embargoed countries or sell Deliverables to companies or individuals listed on the Denied Order issued by the United States. Purchaser warrants that it is not a Military End-User and it will not directly or indirectly sell, transfer, supply or distribute the Products and/or Deliverables to a Military End-User, or directly or indirectly allow the Products and/or Deliverables to be used for military purpose. "Military End-User" means the national armed services (such as but not limited to army, navy, marine, air force, or coast guard), as well as the national guard and national police, government intelligence or reconnaissance organizations. The foregoing definition also includes any person, company or any other entity that will incorporate the Products and/or Deliverables into products, equipment or items for military use. If Reseller is unable to comply with any of the foregoing restrictions at any time, Reseller must immediately inform IMC in writing. Consistent with IM's high standards for business ethics and its determination to be a responsible corporate citizen, IM places a high priority on compliance with laws regulating exports, imports and supply chain security. IM compliance responsibilities may include appropriate screening, contractual and security requirements that agents, distributors, suppliers and other parties doing business with IM may have to meet. In addition to meeting IM's requirements, agents, distributors, suppliers and other parties doing business with IM are also required to comply with the letter and spirit of all applicable laws regulating exports, imports, and supply chain security.

18.3. Purchaser warrants that it complies and will continue to comply in all of its business dealings with applicable laws against bribery, corruption and money-laundering including the US Foreign Corrupt Practices Act 1977. Purchaser and its owners, partners, shareholders, officials, directors or employees, or any of its representatives, has not made, and will not make, any direct or indirect payment, offer to pay, or authorization to pay, any money, gift, promise to give, or authorization of the giving, of anything of value to any government official, a political party or a party official, or any candidate for political office, or the immediate family of any such official or candidate, for the purpose of influencing an act or decision of the government or such individual in order to assist, directly or indirectly, Purchaser or IM in obtaining or retaining business, or securing an improper advantage. Purchaser will indemnify and hold IM harmless from and against any claims of any nature arising out of or relating to a violation of any of the stipulations of the prior paragraph.

18.4. Purchaser acknowledges that certain Products or Deliverables may be subject to license requirements or other restrictions specific to certain transactions. Where applicable, Purchaser agrees to be bound by any such terms and conditions and/or restrictions and shall indemnify IM for any liability suffered by it arising from Purchaser's breach.

18.5. For purposes of Purchaser's agreement with IM, a conflict of interest occurs if:

(a) any of Purchaser's employees, board of directors or shareholder is an IM associate,

(b) any of Purchaser's employees, board of directors or shareholder is an immediate family member of an IM associate,

(c) any of Purchaser's employees, board of directors or shareholder is related in any way to an IM associate,

(d) the Purchaser or its affiliate is currently the employer, partner or agent of an IM associate,

(e) the Purchaser or its affiliate is currently the employer, partner or agent of an entity owned or controlled by an IM associate,

(f) the Purchaser or its management, director or shareholder has or had an agreement, arrangement or understanding with an IM associate in his/her personal capacity outside the ordinary course of the Purchaser's business, or

(g) the Purchaser or its management, director or shareholder has or had an agreement, arrangement or understanding with an entity owned or controlled by an IM associate outside the ordinary course of the Purchaser's business.

The Purchaser hereby declares that it is not aware of any actual or potential conflict of interest and undertakes to promptly disclose in writing to IM any actual or potential conflict of interest as soon as it is aware of the same.

Reference to:

- "**IM associate**" means an employee of IM.
- "**Immediate family member**" means a spouse, children and children-in-law, siblings and siblings-in-law and parents and parents-in-law.

19. ADDITIONAL SUPPLIER TERMS AND RESTRICTIONS

19.1 All Products and Deliverables delivered to Purchaser hereunder may have additional terms or restrictions on their use required by the Supplier of the Products. Purchaser is solely responsible for ensuring its adherence to any and all such restrictions and requirements. If any Supplier prohibits IM from selling specific Products or Deliverables to Purchaser, then IM reserves the right not to sell such Products or Deliverables to Purchaser.

19.2 In addition to these terms and conditions, and where required by Suppliers of Products and/or Services, IM may flow through to Purchaser additional terms imposed by such Supplier for any Product/Service which shall be binding on Purchaser and/or its customer. It shall be Purchaser's obligation to pass through these terms, where applicable, to its customer to ensure compliance with Supplier's terms. In the event Purchaser fails to do so, Purchaser shall indemnify IM for any losses, damages, claims or liabilities that IM may incur as a result of Purchaser's breach. For the avoidance of doubt, any term imposed on Purchaser by IM's Suppliers may be set out online or communicated in writing by IM to Purchaser, or through IM's Statement of Work or quotation and Purchaser shall be deemed to have unequivocally accepted the said terms by (i) Purchaser signing the terms and conditions; or (ii) Purchaser providing a purchase order to IM; or (iii) Purchaser or its customer's acceptance of any Product or Service from IM or its Supplier; whichever occurs first.

19.3 In the event of any conflict between these said additional terms and IM's standard terms, IM's standard terms herein will apply to the extent of the conflict.

20. Privacy and Personal Data.

20.1. IM may collect, process, use and disclose personal data about the Purchaser (including its officers and employees) and/or Purchaser's customer(s) from a variety of sources, including, directly from the Purchaser and/or Purchaser's customer, from other users of IM's website, from resellers and distributors, from vendors, from service providers, from third party information providers, from IM's affiliates, and through the operation of IM's website. IM may transfer the Purchaser's information outside of the territory in compliance with the law.

20.2. Purchaser agrees to IM collecting, using and disclosing certain personal data or personal information about Purchaser for various purposes, including to:

(a) assess credit worthiness;
(b) supply the Products and services to Purchaser and/or its customers and the management of Purchaser's account, including Suppliers;
(c) communicate with Purchaser and/or Supplier about the Products and services which IM or its partners or affiliates may provide to Purchaser and/or its customer, including for marketing and sales purposes;
(d) implement these Terms and other relevant policies; and
(e) comply with relevant laws.

20.3. IM, at the written request for Purchaser, will:

(a) provide Purchaser with access to any personal data or personal information relating to Purchaser or its customer held by IM; and
(b) correct or amend any personal data or personal information relating to Purchaser or customer held by IM which is inaccurate or out of date.

20.4. IM will collect, use, store, process, disclose and/or delete Purchaser's personal data or personal information in accordance with relevant laws. IM's Privacy Statement, which may be updated from time to time, can be found at https://corp.ingrammicro.com/privacy-statement.aspx or such other place as IM may update from time to time. Purchaser acknowledges that it has read and understood IM's aforementioned Privacy Statement and agrees at all times not to do anything would be a breach of the Privacy Statement.

20.5. Purchaser warrants and represents that it has complied with all applicable personal data laws and has obtained the necessary consent from its customers, all legal rights to transfer and Purchaser's personnel whose information is/will be disclosed to IM for IM to collect, process, use, transfer and disclose personal data about the Purchaser's customers or personnel to third parties within or outside of the Territory.

21. GENERAL

21.1. The parties agree that a separate contract is formed each time Purchaser acquires goods and services from IM on the then current version of IM's Terms of Sale. Purchaser should check website http://hk.ingrammicro.com for a copy of IM's current Terms before ordering Products. By placing an order for Products and/or Services with IM from time to time or by accepting the Products or Services, Purchaser accepts and agrees that the current version of the Terms of Sale (and other documents expressly referenced in these Terms of Sale) as displayed on website http://hk.ingrammicro.com at the time of the order will apply to that order and that to the full extent permitted by law all other terms and conditions (whether contained in the purchase order or otherwise) will be excluded.

21.2. All notices, requests, demands, and other communications that either party may desire to give the other party must be in writing and may be given by (i) personal delivery to an officer of the party, (ii) mailing the same by registered or certified mail, return receipt requested, or via nationally recognized courier services to the party at the address of such party as set forth herein, at the official corporate address of such party, or such other address as the parties may hereinafter designate, or (iii) facsimile subsequently to be confirmed in writing pursuant to item (ii) above. Notices to IM shall be sent to: Ingram Micro (China) Ltd, 38/F, Enterprise Square Three, 39 Wang Chiu Road, Kowloon Bay, Kowloon, Hong Kong, Attn: Legal Department.

21.3. No variation of these Terms by the Purchaser shall be effective unless made in writing and signed by a duly authorized officer of both parties.

21.4. If any provision of these terms and conditions shall be held to be invalid, illegal or unenforceable, such provision shall be read down or severed to the extent of the invalidity or unenforceability and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

21.5. These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and permitted assigns.

21.6. IM may audit Purchaser's premises, personnel, books and records at any time upon reasonable and prior notice in writing to the Purchaser. Purchaser agrees to keep complete, correct and detailed records relating to purchase of Products and/or Services, in connection with its performance under this Agreement, including a list of all parties who purchase the Products and/or Services from Purchaser. At IM's request, Purchaser agrees and shall permit IM and/or its authorized representatives to inspect and audit all records related to this Agreement to determine compliance with, and controls related to, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act or any other applicable laws and regulations related to anti-corruption, anti-bribery or export control. Purchaser shall cooperate fully with such audit. If Purchaser fails to maintain such information as required by this Agreement, then IM may take remedial action in its sole discretion including, without limitation, collection of audit fees, and termination of this Agreement. If an audit reveals any discrepancy, Purchaser shall bear all costs for such audit and shall indemnify IM fully for any loss or harm suffered by IM arising as a result of such audit by IM.

21.7. Purchaser agrees that failure or delay of IM to exercise a right or power under these terms and conditions shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

21.8. The captions used herein are for reference purposes only and shall have no effect upon the construction or interpretation of any provisions herein.

21.9. Purchaser may not assign or attempt to assign any of its rights and obligations under these Terms. IM may assign any purchase order received from Purchaser to a third party upon notice in writing to Purchaser, whose consent shall be deemed to have been obtained.

21.10. These terms and conditions (and any agreement into which they are incorporated) shall be construed, interpreted and enforced under and in accordance with the laws of Hong Kong, excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction. Purchaser agrees to exercise any right or remedy in connection with these terms and conditions exclusively in, and hereby submits to the jurisdiction of the courts of Hong Kong for any dispute or controversy that arises out of these terms and conditions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these terms and conditions.

21.11. Save as provided in clause 19 herein, these Terms and any document(s) referred to in them constitute the entire agreement about IM's sale of the Products to Purchaser and supersede all prior understandings, arrangements and agreements. UNLESS EXPRESSLY AGREED IN WRITING AND EXCEPT AS PROVIDED IN CLAUSE 19, ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS IN ANY PURCHASE ORDER, INVOICE OR OTHER SUCH DOCUMENT SUBMITTED BY PURCHASER ARE HEREBY EXPRESSLY REJECTED AND SHALL HAVE NO FORCE OR EFFECT.

I/We have read and fully understood the Terms. I/We confirm that I am a duly authorized representative and I/we agree to the Terms and undertake to comply with the Terms.

Signature / Company Stamp: _____

Name: _____

Title: _____

Date: _____