
供应商道德与合规承诺
Ethics and Compliance for Supplier

(English Version)



Ethics and Compliance for Supplier

Shanghai United Imaging Healthcare Co., Ltd. and all its subsidiaries, affiliates (collectively, "UIH") are committed to integrity, honesty, and fair marketing activities. UIH values our supplier relationships and is committed to working with and supporting our suppliers to achieve the same objectives, and hereby sets forth this Ethics and Compliance for Supplier ("ECS") as expectations of the highest ethical standards in every aspects of Supplier's dealing with UIH, its business partners, and government authorities. This ECS applies to product/service provider, consulting company, sub-contractor, lessor, and any other business partner of UIH (collective, "Supplier"), and equally to its directors, officers, managers, employees, seconded personnel, and temporary workers (collectively, "Employee"). UIH may amend the ECS from time to time with appropriate notice, and Supplier shall comply at all times with the ECS as amended. Requirements outlined in this ECS is not intended to relieve Supplier of existing regulatory and contractual obligations, whereas in conflict, the more stringent requirements prevail.

SECTION 1. COMPLIANCE WITH LAW AND REGULATIONS

Supplier must comply with all applicable laws, regulations, rules, orders, requirement and policies, and is advised to take systematic measures and internal control to ensure related aspects of its business conform to these laws and regulations.

SECTION 2. INTEGRITY, ETHICS AND CONDUCT

1. **General Provision.** Supplier must observe the U.S. Foreign Corrupt Practices Act (FCPA), the Anti-Unfair Competition Law of the People's Republic of China (AUCL), and other global and local anti-corruption and anti-bribery laws applicable to the regions where it operates. Where no such local laws are prescribed, the Supplier shall nonetheless maintain transparency in its dealing, for instance, by requiring prior notification is made to local designated competent authority where an appearance of corrupt acts exists.
2. **Corrupt Acts.** UIH does not tolerate or endorse any offer, provision, promise, acceptance or authorization of the giving of anything with value with an corrupt intent, by Supplier itself or through an intermediary. Anything with value is defined as of any payment, fee, gift, loan, reward, goods or other tangible or intangible benefits. Corrupt intent is defined as improper solicitation of business advantage and favorable action or decision, regardless whether the corrupt acts actually take place. The ECS *only* recognizes and permits gifts, travel, meals, entertainment, donations, sponsorship, charitable contributions, and business courtesies that are modest, infrequent, reasonable, proportionate, in good faith and for legitimate purpose. This exception does not apply in countries where any receipt of courtesies by health-care professionals ("HCP") and/or Government Official is in contravention to laws or industry standards.
3. **Dealing with Government Official.** No direct or indirect portion of the UIH compensation, reimbursement or payment to Supplier shall be offered, provided, promised or authorized to provide to a government agency, a state-owned entity, a public international organization, or a non-governmental institution whose employees act in an official capacity for or on behalf of the any of the foregoing, or any officer, directors, stockholders, agents, employees, consultants, political party or candidate for office thereof with Corrupt Intent.
4. **Books and Records.** Supplier shall (a) maintain books, records, and accounts including but not limited to receipt, invoices, contracts related to gifts, travel, meals, entertainment, donations, sponsorship, charitable contributions, and business courtesies related to UIH business; (b) ensure the books and records reflect truthfully any and all payments made, expenses incurred and assets conferred. The books and records shall be kept in accordance with the laws where the HCP is licensed or the Government Official holds office.
5. **Conflict of Interest.** Supplier shall report to UIH hotline immediately of any actual, perceived or potential conflict of interest, including but not limited to relationship between Employee and UIH, financial interest, and other situations where may affect its performance of its contractual obligations to UIH, and agrees to take action to resolve the conflict.
6. **Money-laundering and Financing of Criminal Activity.** Supplier shall be watchful for and notify UIH accordingly of any unusual or suspicious use of UIH resources to facilitate money laundering or to finance criminal activities. These may include attempted payments

from unusual financing sources that involve the transfer of funds to or from countries or entities not related to UIH or UIH clients.

7. **Insider Trading.** The material non-public information obtained in the course of business dealing with UIH must not be used to trade stocks by any companies or to advise anyone on trading stocks of the target companies related to such non-public information.
8. **Fair Competition.** Supplier shall not engage in price fixing, territory division, customers allocations, embezzlement and other activities or understandings with competitors or UIH customers and business partners that may unlawfully restrict competition. Supplier is advised to perform reasonable due diligence on its contractors and business parties to enforce the same fair competition.

SECTION 3. LABOUR AND HUMAN RIGHTS

1. **Anti-discrimination.** Supplier shall not engage in discrimination on the basis of sex, race, color, age, religion, sexual orientation, national origin, physical or mental disability and other basis protected by the law.
2. **Anti-harassment.** Every Employee deserves to be treated with dignity and respect. Supplier is expected not to bully Employee or threaten Employee with or subject him/her to unlawful or inhumane treatment, including but not limited to verbal, physical, sexual or psychological abuse and harassment.
3. **Forced Labour.** Supplier shall proactively identify, address, and report on incidents of modern slavery practices, including without limitation to forced labour, slavery-like practices and human trafficking in its business operation and supply chain. Supplier is expected to ensure all work is undertaken without coercion, to employ Employee who is above the minimum legal age, and to guarantee Employee with statutory entitlements, minimum wage, maximum working hours and other rights granted by the laws.

SECTION 4. HEALTH, SAFETY AND ENVIRONMENT

1. **Healthy and Safety of Workplace.** UIH looks favorably upon Supplier who provides a fair and ethical working environment integrating appropriate labour and human rights policies and practices, and who furnishes the working place with fully-functioning water, sanitation and hygiene services, and safe working precautionary conditions against occupational diseases or accidents.
2. **Product Safety and Environmental Risk.** Supplier is advised to clearly identify and manage chemicals and other materials that pose a hazard to people or the environment to ensure that they are safely disposed of, moved, stored, used, recycled and reused. Solid waste must be processed in accordance with industry standards.

SECTION 5. DATA PRIVACY AND PROPRIETARY INFORMATION

1. **Confidentiality and Intellectual Property.** Supplier shall respect the principles of confidentiality and intellectual property, and take appropriate security measures to protect the information it has access to as a result of its business with UIH. Unless otherwise designated by respective contracts, Supplier shall not disclose or release UIH information not available in the public domain to any third parties. Supplier acknowledges that UIH is the sole owner of "United Imaging", "UIH" or patents, trademarks, copyrights, trade names, trade secrets and any other intellectual property similar or dissimilar to the foregoing and shall not use them in a way that may harm the reputation or standing of UIH or competing against UIH. Furthermore, Supplier shall not infringe on the intellectual property rights and confidential information belonging to third parties.
2. **Data Privacy.** Supplier shall ensure the collection, storage, transfer, use, disposal and/or disclosure of individuals' name, contact, finance information and other personal identifiable data are in full compliance with applicable data privacy and cybersecurity laws. Supplier must notify UIH of any potential data or privacy breach, unless otherwise stated in the respective contracts with UIH.

SECTION 6. EXPORT AND IMPORT CONTROLS

1. **General Principle.** UIH is committed to ensure (re)export complies with applicable export control laws and regulations, including but

not limited to U.S. Export Administration Regulations (EAR) and the law, regulations and administrative guidance administered by the Treasury's Office of Foreign Assets Control (OFAC, collectively as "Export Regulations"). It is part of UIH compliance system to require every Supplier to equally comply with Export Regulations in dealing with UIH. Supplier shall indemnify and hold harmless UIH from and against any claim, proceeding, investigation, action, fine, loss, cost and damages arising out of or relating to its own acts in contravention to Export Regulations, or noncompliance with Export Regulations due to its provision of false, misleading, or incomplete information to UIH, and the Supplier shall compensate UIH for all losses and expenses incurred therefrom.

2. **Execution.** Supplier shall not (re)export, release, or in-country transfer directly or indirectly, any products, software, technical data or services, spare-parts or tools to UIH without prior authorization or license, if a license is so required by Export Regulations. Supplier shall screen the intermediary, freight forward, and finance institutions in the transaction with UIH against lists of persons denied export privileges, including SDN list promulgated by OFAC, the Entity List and Denied Persons List promulgated by Bureau of Industry and Security (see <https://www.trade.gov/consolidated-screening-list>, as amended). UIH may unilaterally terminate or alter any contractual arrangements with Supplier without incurring any compensatory, punitive, incidental, special, liquidated and/or consequential damage, provided that such termination or alteration is related to compliance with Export Regulations, sanctions or other customs regulations.
3. **Supporting Documents.** Supplier is expected to advise UIH in writing or display on its product label or other shipping documents, and in case of any changes without undue delay, of all information required by UIH to comply with Export Regulations for reexport, release or in-country transfer of Supplier's products or technology, including but not limited to: (a) applicable export list numbers, such as the Export Control Classification Number (ECCN) under EAR; (b) statistical commodity code in accordance with foreign trade statistics and the Harmonized System coding; and (c) the country of origin. If Supplier is not in a position to provide the foregoing information, Supplier shall fully cooperate with UIH in product classification and determination under EAR.

SECTION 7.FEEDBACK, COMPLAINT AND AUDIT

1. **Reporting and Corrective Action.** Upon knowledge of any suspected violation by Supplier's Employee and/or UIH staff, the Supplier shall report the incident to UIH hotline at **[legalcompliance@united-imaging.com]** or **[+86(21) 67076888-6785]** within three(3) days. For truthful and good faith reports, UIH will provide more business opportunities to Supplier where possible. If Supplier is found out to have concealed facts or failed to take timely actions regards to suspected violation, UIH may claim damages incurred therefrom.
2. **Non-Retaliation.** UIH encourages anonymous report and strictly prohibits any forms of retaliation against Supplier or other person due to the fact that he/she has reported or may report a complaint. Unless otherwise required by law or government enforcement actions, or agreed by the reporter himself/herself, the identity and reporting documents sent by the reporter will not be released to or shared with any parties outside the Legal and Compliance Department of UIH.
3. **Audit and Assessment.** Supplier agrees to support UIH in pre-contract due diligence assessment, ranging from desk-based research and analysis through to on-site visits and management reviews. Supplier further agrees to support UIH or other third party designated by UIH in irregular audit to verify standards under the ECS (including but not limited to Books and Records) are fully complied with. UIH is entitled to defining and planning the audit process and requesting documents and interviews where necessary. If Supplier causes material impediments to the audit process, including but not limited to concealing information, providing false information, refusing to provide documents, and/or refusing to arranging interviews without reasonable cause, UIH reserves the right to unilaterally terminate the contract and payment thereof.

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This material is not intended to be relied upon as accounting, tax, legal or other professional advice. Please refer to your advisors for specific advice.

For Supplier based or registered in People's Republic of China (including Hong Kong, Macao and Taiwan), the Chinese version applies. For Supplier not enumerated in the foregoing, the English version applies.