



EY Assets Appraisal (Shanghai) Co., Ltd.
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The Directors
Mead Johnson Nutrition Company
225 North Canal Street,
25th Floor
60606
Chicago, IL
USA

18 July 2021

Proposed valuation services

Dear Sir,

Thank you for choosing EY Assets Appraisal (Shanghai) Co., Ltd. (“we” or “EY”) to perform the valuation services (the “Services”) for Mead Johnson Nutrition Company (“you” or “MJ”) relating to the valuation of 100% equity stake in:

- Mead Johnson Nutritionals (China) Ltd. (“MJN China”);
- Mead Johnson Pediatric Nutrition Institute (China) Ltd. (“PNI”);
- Mead Johnson Pediatric Nutrition Technology (Guangzhou) Ltd. (“PNT”);
- Mead Johnson Nutrition (Hong Kong) Ltd. (“MJN HK”); and
- Mead Johnson Nutrition (Taiwan) Ltd. (“MJN Taiwan”).

We understand that the valuation is required for the purpose of assisting you to meet tax filing requirements of the local Tax Bureau caused by Project Silk Road. We appreciate the opportunity to assist you and look forward to working with you.

The attached Statement of Work describes the scope of the Services, our fees for the Services, and any additional arrangements. The Services will be subject to the terms and conditions of this letter, together with its attachments, including the General Terms and Conditions, the applicable Statement of Work, and any other Appendices (together, this “Agreement”).

Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it to Christopher Tang at your earliest convenience. If you have any questions about any of these materials, please do not hesitate to contact Christopher Tang (Office: +86 10 5815 2380) so that we can address any issues you identify before we begin to provide the Services.



Yours sincerely,

Jackson Wei

Legal Representative of EY Assets Appraisal (Shanghai) Co., Ltd.

Christopher Tang

Partner

On behalf of Mead Johnson Nutrition Company, I confirm and accept the terms of this Agreement.

Authorized officer

Signature: 
Pat Sly (Sep 27, 2021 12:23 EDT)

Printed name and title: Pat Sly

Office address: 399 Interpace Parkway, Parsippany, NJ 07054

Office telephone: (872) 242-5034

Enclosures:

- ▶ Appendix A – Statement of work
- ▶ Appendix B – General terms and conditions

Statement of work

Introduction

In connection to the equity disposal of Mead Johnson Nutrition (“MJN”) business in China by Mead Johnson Nutrition Company (“you” or “MJ”), we understand that you require us to perform valuation on 100% equity of:

- Mead Johnson Nutritionals (China) Ltd. (“MJN China”);
- Mead Johnson Pediatric Nutrition Institute (China) Ltd. (“PNI”);
- Mead Johnson Pediatric Nutrition Technology (Guangzhou) Ltd. (“PNT”);
- Mead Johnson Nutrition (Hong Kong) Ltd. (“MJN HK”); and
- Mead Johnson Nutrition (Taiwan) Ltd. (“MJN Taiwan”).

(collectively, the “Targets”) in accordance with the prevailing Chinese valuation practices for tax filing purpose (the “Statutory Valuation Exercise”).

Valuation purpose

We understand that you require a valuation of the Targets for the purposes of assisting in tax filing (“the Purpose”). We understand the valuation will not be used for any other purpose unless otherwise provided by laws and administrative regulations.

Nature of the Services

The appropriate basis of valuation for the Purpose is market value.

Market Value is the estimated amount for which an asset or liability should exchange on the Base Date between a willing buyer and a willing seller in an arm’s length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

This will be the standard of value that we apply for this valuation.

It should be noted that the estimation of the indicative value is non-binding, and should not be construed as investment advice. The nature and scope of our services is considered below.

Scope of our Services

You would like us to perform a valuation analysis on the 100% equity interest of the Targets as of 31 May 2021 (the “Base Date”). We will issue a reports as detailed in the key procedures below for tax filing purposes.

Our role is to provide you with advice and recommendations for your consideration. We will not perform any management functions or make any management decisions.

As the engagement progresses, you may decide that you wish to vary the scope of work. We will discuss such matters with you and any changes to the scope of work will be agreed between us in writing.

Our services should include the following procedures:

- ▶ We will adopt the one or two of the following valuation approaches, whichever deems fit, for the statutory valuation of the Targets in accordance with the prevailing Chinese, Hong Kong and Taiwan valuation practices as appropriate.
 1. Income Approach
 2. Asset-based Approach
 3. Market Approach

Income Approach

- ▶ Obtain the audited financial statements or management account as well as any other relevant supporting documents (if any) from the management of the Targets (the “Management”);
- ▶ Obtain and analyze the operating and financial data of the Targets;
- ▶ Perform field work and carry out the following procedures:
 - Discuss with the Management to understand the flow of business activities and the current financial position;
 - Obtain from the Management the future strategic framework and business plan;
 - Obtain relevant information from the Management for the Statutory Valuation Exercise, including macro-economic data and information specific to the Targets;
- ▶ Analyze the underlying assumptions for projections by using the past and current financial position, future business plan, and our knowledge of the industry and local economy;
- ▶ Research comparable companies and other relevant market statistics to determine the key valuation parameters that constitute the basis of the indicative value analysis, including the following:
 - Search for listed companies with similar businesses to the Targets;
 - Adopt the Capital Asset Pricing Model (“CAPM”) to calculate the cost of equity;
 - Calculate the discount rate by using cost of equity and cost of debt;
 - Consider specific business factors and contract arrangement relevant to operations;
- ▶ Perform valuation of the Targets using the Income Approach - Discounted Cash Flow Method.

Asset-based Approach

- ▶ Understand the current operational status of the Targets’ assets;
- ▶ Obtain information on the Targets’ assets, including but limited to:
 - Detailed listing of machinery, equipment, and construction-in-progress, and property ownership certificates or lease agreements, etc;
 - As needed, conduct analysis, classification and cleansing of the collected valuation materials, as well as evaluated the need for on-site visits;

- ▶ Conduct on-site visits and interviews with the Management to understand the current operations status of the Targets' assets;
- ▶ Analyze the values of each individual asset owned by the Targets through reviewing the relevant materials and adopting an appropriate valuation methodology;
- ▶ Based on analysis of the physical condition and maintenance status of the Targets' assets, make adjustments to the valuation based on losses in value attributable to obsolescence (physical, functional and/or economic), as appropriate;
- ▶ Perform valuation of the Targets using the Asset-based Approach.

Market Approach

- ▶ Conduct research on comparable companies, to obtain valuation parameters (e.g. EV/EBITDA multiples, P/E multiples, etc.);
 - ▶ Adjust valuation parameters based on the Targets' financial information and market data;
 - ▶ Perform valuation of the Targets using the Market Approach.
-
- ▶ Prepare a valuation summary of the preliminary results, key valuation parameters, assumptions and limitations, and obtain your feedback.
 - ▶ To issue a Chinese statutory valuation report for China Mainland and Taiwan entities and English valuation report for Hong Kong entity ("Report" or jointly "Reports").

Limitations to Scope

We will not independently verify the information obtained from the Management, nor will we engage or seek the views of third-party industry specialists or experts to assist us in our work on the valuation. Instead, we will be relying on representations from the Management regarding the reliability and completeness of the information provided to us. We will also rely on representations from the Management that any estimates or forecasts furnished to us will be based on the best and latest available information in the possession of the Management and that such information is considered to be correct and/or reasonable and complete.

Our work will not be of the same nature as an audit, and will not constitute an audit. We will not, therefore, issue an audit opinion. Instead, our work will be in the nature of a review of the information provided to us, and discussions with members of management. Additionally, this analysis should not be construed as investment advice and we assume no responsibility for the parties to negotiate a purchase or sale at the recommended value.

Subject to our obligation to conduct our work with reasonable skill and care, we have no liability for any loss or damage, of whatsoever nature, arising from information material to our work being withheld or concealed from us or misrepresented to us by the directors, employees, or agents of the MJ or any other person of whom we make enquiries except to the extent that such loss or damage arises as a result of our bad faith or wilful default or where the withholding, concealment or misrepresentation should have been apparent to us without further enquiry from the information provided to us and required to be considered by us under the terms of our assignment.

If we become aware, in carrying out our work, of any withholding, concealment or misrepresentation, which we believe will have material implications for the performance of our work, we will inform you as soon as reasonably practicable.

Prior to finalizing the valuation report, we will require an appropriate written representation letter confirming the accuracy and completeness of information provided to us.

Conduct of the Services

Assignment team

This assignment will be conducted under the direction of Christopher Tang, a partner in the Strategy and Transaction team in EY, who will be supported by team members in EY based on the requirements of the engagement.

Timetable

We will commence work once you instruct us to do so, after confirmation from you that the terms of the assignment as set out in this letter are accepted and we will aim to provide the draft valuation result 4 - 6 working weeks from the receipt of all pertinent information. Upon confirmation of the valuation result by you, we will issue our draft valuation report within 1 working week. In order to meet this timetable, we will need timely access to management of the Targets and the receipt from the Targets of the necessary information. As you will appreciate, however, any such timetable is based on the assumption that we will receive the appropriate co-operation and assistance. If we do not, however, then we cannot be held responsible for any delays.

We will notify you as soon as practicable if it appears likely that there will be any significant delays in the above timetable.

To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either party's personnel, the parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.

Fees

We refer you to Sections 31 to 33 of Appendix B – General terms and conditions - for an explanation of our basis for charging (where fees have not otherwise been agreed) and other matters relating to our fees and invoicing arrangements.

Based on our assessment of the work to be performed and discussions with you, we estimate that our fees would be set out below.

Target	Fee in £'000
MJN China	
PNI	100
PNT	
MJN Hong Kong (Macau included)	22
MJN Taiwan	15
Total	137

Out-of-pocket expenses (if applicable, including transportation, accommodation, meals and communication costs) will be added to the invoice at the amount actually incurred.

Applicable taxes (including value-added tax and other surcharges) at the rate of 6.769% will be added to our invoice.

However, we reserve the right to revise this fee estimate if the information we require is inadequate, or is not available, and we are involved in preparing, as opposed to reviewing, information, or if the scope changes.

We have assumed in this regard that historical and forward looking financial information to be supplied to us will not require any substantial processing in the form of, for example consolidation, de-consolidation or reconciliation; and that prospective information can be easily bridged against historical data.

The above fee estimate is valid for work performed up to and including issue of the draft valuation report, subject to minor amendments.

In line with our firm's policy we would appreciate receiving 50% of the above estimate upon commencement of our work. The balance will be billed and payable on presentation of our draft report.

We shall submit our invoices to you for payment and such invoices shall be settled as soon as it is received.

Information requirements

All information (which we reasonably request given our scope of work) will be provided to us within a mutually agreeable period of time. As we become aware of the need for further information, we will discuss this with you.

In respect of all our work we will be reliant on the accuracy and completeness of the underlying information that you supply to us. We will not be auditing or otherwise verifying this information and therefore will not check the accuracy of the information or any explanations provided, which your auditors may seek to subsequently do. We will not express any opinion on the information provided to us including any profit forecasts or views of future prospects, and responsibility for these matters remains entirely the responsibility of you and the management of MJ and the Targets.

If you are not able to provide us with any of the information we have requested, this may affect our ability to conclude our indicative value analysis in the terms indicated above or at all. We will inform you of any restrictions to our indicative value analysis or the reliance which may be placed on it as a result of incomplete information.

In addition to the evidence supplied, our work will be based on discussions with management of Targets, MJ and our own research into the market and industry within which the Target operates.

Reporting

The results of our work will be documented in a narrative report (the "Report") outlining the value analysis methodologies and conclusions.

In order to confirm that the Report addresses to your satisfaction all the matters within the agreed scope, we will submit a draft of the Report to you for your comments prior to issuing it in final form.

Any summary of, or reference to, the Report or any oral presentation in relation to the Report, any submission of the Report, in whole or in part, to anyone who is not a member of management of MJ or its subsidiaries will be subject to our prior review and written approval. Our recommendations and the Report cannot be used other than for the Purpose.

During the course of this assignment, we may provide status reports or show drafts of our Report to you. This is done on the basis that they are provided to inform you of progress and significant findings identified to date, and draft Report is subject to revision and alteration as further work is performed or further information received.

Informal oral comments made in discussions with you or presentations to you about any Report will not have any greater significance than explanations or other material contained in the Report and reliance should only be placed on information and comments set out in the final Report.

Use of our report

Our Report will be addressed to the MJ. You and the persons designated by laws and administrative regulations are the user of the Report (“Report User”).

Our advice and the Report will be provided to you for the Purpose or applicable to laws and administrative regulations only and should not be used or relied upon for any other purpose, or disclosed to, referred to or discussed with, any other party without our prior consent in writing, except as set out in Appendix B – General Terms and Conditions. If others choose to rely in any way on the contents of the Report, they do so entirely at their own risk. The Report should be used within the valid period of valuation report.

Disclosure of our reports

Notwithstanding Section 12 of the General Terms and Conditions you may disclose our final report (or drafts thereof) to your affiliates and your professional advisers, in each case solely for the purposes of the Transaction by Client, provided that each affiliate and adviser is informed and agrees before being provided with a copy of the final report (or any portion or summary of it or any draft thereof) that we assume no responsibility or liability whatsoever to them in respect of the contents and that they agree to be bound by the terms and conditions of this Agreement relating to restrictions on the use and disclosure of our report.

Notwithstanding Section 14 of the General Terms and Conditions you may not disclose our report (or any portion or summary) externally without our prior written consent unless otherwise required by laws and administrative regulations.

Except as set out in Appendix B – General Terms and Conditions we may not disclose our report externally or to any third party without your prior consent in writing unless otherwise required by laws or governments and judicial organs or to abide by the code of conduct.

Your Responsibilities

You are responsible for providing assistance of our work and coordinating our communication with the Target or other related parties as needed.

You retains responsibility for providing necessary information of our work and ensure the authenticity, integrity and legitimacy of the information provided. You may confirm the assets valuation spreadsheets and other important materials by signature, seal, notarization, witness

and other ways permitted by law. You may not require us to issue a false valuation report or intervene valuation result.

Acting for other clients

With respect to Section 44 of the General Terms and Conditions, you acknowledge that we and other EY Firms may provide services to other clients in connection with the Transaction or other transactions involving the Target. You agree that any such EY Firms may render these services to such other clients provided processes are put into effect to:

- ▶ protect any confidential information relating to you;
- ▶ separate members of the team serving you from teams serving the other clients in the same Transaction; and
- ▶ prevent disclosure and ensure that the team serving you does not disclose to any other such team such confidential information unless your prior written consent has been obtained.

Use of name

Notwithstanding section 48 of the General terms and conditions, EY Firms may use your name and logo as reasonably necessary to perform the Services and in correspondence, including proposals, from EY or other EY Firms to you.

Use of Client Information

You agree and consent that Client Information as defined in the General Terms and Conditions may be aggregated by us or by an EY Firm with information from other sources for benchmarking purposes in order to improve delivery of services to clients after completion of the contemplated Transaction.

We may use Client Information provided it is not attributed to you or under circumstances where you will not be identified as the source of such Client Information and subject to our appropriate use of safeguards to preserve your confidentiality and data privacy rights under the Agreement. The consent set forth herein shall apply to any Client information disclosed for the purpose of the Services under the Agreement.

GENERAL TERMS AND CONDITIONS

Our Relationship with You

1. We will perform the Services using reasonable skill and care.
2. We are a member of the global network of Ernst & Young firms ("**EY Firms**"), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms as well as to other service providers, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in **Section 11**), the performance of the Services, and our other obligations under this Agreement.
5. We will not assume any management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services.

Your Responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf ("**Client Information**") will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.
10. You shall be responsible for your personnel's compliance with your obligations under this Agreement.

Our Reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("**Reports**"), other than Client Information, are for your internal use only

(consistent with the purpose of the particular Services) including your board of directors and your audit committee (or your statutory auditors).

12. You may not disclose a Report (or any portion or summary of a Report) externally (including to your affiliates), or refer to us or to any other EY Firm in connection with the Services, except:

(a) to your lawyers (subject to these disclosure restrictions), who may review it only in connection with advice relating to the Services;

(b) to the extent, and for the purposes, required by law (and you will promptly notify us of such legal requirement to the extent you are permitted to do so);

(c) to other persons (including your affiliates) with our prior written consent, who have executed an access letter (substantially in the form we provide) who may use it only as we have specified in our consent; or

(d) to the extent it contains Tax Advice, as set forth in **Section 13**.

If you are permitted to disclose a Report (or a portion thereof), you shall not alter, edit or modify it from the form we provided.

An "affiliate" of an entity (for the purpose of this Agreement) shall mean an entity or individual that controls, is controlled by, or is under common control with, the first entity, and "control" means the ability to direct the policies or operations of an entity, whether by contract, ownership of equity interests, or otherwise.

13. You may disclose to anyone a Report (or any portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate ("**Tax Advice**"). With the exception of tax authorities, you shall inform those to whom you disclose Tax Advice in writing that they may not rely on it for any purpose without our prior written consent.
14. You may incorporate into documents that you intend to use our summaries, calculations or tables based on Client Information contained in a Report, but not our recommendations, conclusions or findings. You must assume sole responsibility for the contents of those documents and you must not externally refer to us or any other EY Firm in connection with them.
15. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

Limitations

16. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.
17. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of one time the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.
18. If we are liable to you (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, our liability to you shall be several, and not joint, with such others, and shall be limited to our fair share of that total loss or damage, based on our contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
19. You shall make any claim relating to the Services or otherwise under this Agreement no later than the period prescribed by applicable law.
20. The limitations in Sections 16 and 17 will not apply to losses or damages caused by our fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.
21. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees ("**EY Persons**"). You shall make any claim or bring proceedings only against us. For the avoidance of doubt, our employees include those who use the "associate partner" title.

Indemnity

22. To the fullest extent permitted by applicable law and professional regulations, you shall indemnify us, the other EY Firms and the EY Persons against all claims by third parties (including the Recipients (as defined in the Statement of Work) and resulting liabilities, losses, damages, costs

and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report (including Tax Advice) disclosed to it by or through you or at your request. You shall have no obligation hereunder to the extent that we have specifically authorized, in writing, the third party's reliance on the Report.

Intellectual Property Rights

23. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("**Materials**") that we own in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).
24. Upon payment for the Services, you may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

Confidentiality

25. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:
 - (a) is or becomes public other than through a breach of this Agreement;
 - (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
 - (c) was known to the recipient at the time of disclosure or is thereafter created independently;
 - (d) is disclosed as necessary to enforce the recipient's rights under this Agreement; or
 - (e) must be disclosed under applicable law, legal process or professional regulations.
26. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.
27. Subject to applicable law, we may provide Client Information to other EY Firms, EY Persons and external service providers of EY, other EY Firms, or EY Persons ("**Service Providers**") who may collect, use, transfer, store or otherwise process

it (collectively "Process", "Processes", and where applicable in the context "Processed") in various jurisdictions in which they operate for purposes related to:

- (a) the provision of the Services;
- (b) complying with regulatory and legal obligations to which we are subject;
- (c) conflict checking;
- (d) for risk management and quality reviews; and
- (e) our internal financial accounting, information technology and other administrative support services (collectively "Processing Purposes").

We shall be responsible for maintaining the confidentiality of Client Information regardless of by whom such Information is Processed on our behalf.

28. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence regulations apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

Data Protection

29. For the Processing Purposes referred to in Section 27 above, we and other EY Firms, EY Persons and Service Providers may Process Client Information relating to identified or identifiable natural persons ("Personal Data") in various jurisdictions in which they operate (EY office locations are listed at www.ey.com). The transfer of Personal Data within the EY network is subject to EY Binding Corporate Rules policies (listed at www.ey.com/bcr). We will Process Personal Data in accordance with data protection requirements under applicable law and professional regulations including (without limitation) Cyber Security Law of the People's Republic of China. We will require any Service Provider that Processes Personal Data on our behalf to adhere to such requirements. For Services where we act as processor processing Personal Data on your behalf, appropriate data processing terms will be included in this Agreement or applicable Statement of Work.

30. You warrant that you have the authority to provide Personal Data to us in connection with the performance of the Services and that any Personal Data provided to us has been Processed in accordance with applicable law.

Fees and Expenses Generally

31. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the Cover Letter or applicable Statement of Work. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 30 days following receipt of each of our invoices.
32. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
33. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

Force Majeure

34. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Term and Termination

35. This Agreement applies to the Services whenever performed (including before the date of this Agreement).
36. This Agreement shall terminate on the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon 30 days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.

37. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement.
38. Our respective confidentiality obligations under this Agreement shall continue for a period of three years following the termination of this Agreement. The other provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

Governing Law and Dispute Resolution

39. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, shall be governed by, and construed in accordance with, the laws of the People's Republic of China ("**PRC**").
40. Any dispute relating to this Agreement or the Services shall be referred to and finally resolved by arbitration administered by China International Economic and Trade Arbitration Commission ("**CIETAC**") in Beijing pursuant to the CIETAC Arbitration Rules in force at the time of the filing of the Request for Arbitration. The law of this arbitration clause shall be the law of PRC. The seat of arbitration shall be Beijing. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the aforesaid arbitration rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

Miscellaneous

41. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations

with respect thereto, including any confidentiality agreements previously delivered.

42. Both of us may execute this Agreement (including Statements of Work), as well as any modifications to it by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or any Statement of Work hereunder.
43. Our employees, including associate partners, do not act with the rights of partners. We represent that the person signing this Agreement and any Statement of Work hereunder, whether a partner or otherwise, on our behalf is expressly authorized to execute them and to bind us to their terms.

You represent that the person signing this Agreement and any Statement of Work hereunder on your behalf is expressly authorised to execute them and to bind you to their terms.

You further represent that your affiliates and any others for whom Services are performed shall be bound by the terms of this Agreement and the applicable Statement of Work.

44. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.
45. Neither of us may assign any of our rights, obligations or claims under this Agreement.
46. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
47. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any annexes thereto, (c) these General Terms and Conditions, and (d) other annexes to this Agreement.
48. Neither of us may use or reference the other's name, logos or trademarks without its prior written consent, provided that we may use your name publicly to identify you as a client in connection with specific Services or otherwise.
49. The limitations in Sections 16 to 19 and Section 21 and the provisions of Sections 22, 27, 29, and 44 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.
50. In connection with the Services, we shall:

(a) comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act, the US Foreign Corrupt Practices

Act 1977, and any local laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions ("**Anti-Corruption Laws**");

(b) promptly report to you any request or demand for any undue financial or other advantage of any kind received by us in connection with the performance of this Agreement; and

(c) require that all persons performing Services or providing goods in connection with this Agreement comply with all applicable Anti-Corruption Laws.

Project Road Silk EL - 0718 Final (004)

Final Audit Report

2021-09-27

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