

General Terms and Conditions of YunExpress Service

Article 1 Definition

- 1.1 Unless otherwise agreed by all parties, the following terms in this Agreement shall have the following specific meanings:
- (1) “International Freight Forwarding Service” refers to that YUNEXPRESS accepts the entrustment of the Customer to handle the cross-border transportation of goods in the name of the Customer or itself (including its affiliates and the third party cooperating with YUNEXPRESS) in the process of international freight forwarding;
 - (2) “Logistics Order Management Information System” (URL: <https://oms.yunexpress.cn>) (hereinafter referred to as the “information system”) refers to the platform developed and operated by YUNEXPRESS and/or its affiliates to provide logistics order management services for the Customer. The functions provided by the information system include but are not limited to SKU commodity management, logistics order submission and management, abnormal order feedback, transaction settlement management, report statistics, return management, and logistics track query management;
 - (3) “Customer Code” refers to the identification code that can be obtained by the Customer when registering the account number in the information system or signing this Agreement, and is generally composed of letters and numbers. Each Customer Code corresponds to one information system login account. YUNEXPRESS identifies the Customer according to the Customer Code, determines all logistics orders submitted through the Customer Code as belonging to the Customer, and thus makes final settlement with the Customer;
 - (4) “Domestic”: refers to the Mainland China, for the purpose of this Agreement, excluding Hong Kong, Macao and Taiwan;
 - (5) “Overseas”: refers to any other region or country outside the Mainland China, for the purpose of this Agreement, including HongKong, Macao and Taiwan;
 - (6) The term “day” or “days”: refers to a calendar day or calendar days;
 - (7) The term “business days” or “business hours”: refers to the normal business days and business hours of the staff in the place where YunExpress provides its services, excluding day off and public holidays provided by local laws;
 - (8) “Specific Carrier”: refers to the service provider (a third party) who carries out the business of goods delivery, which is arranged by YunExpress on the basis of the logistics products and the delivery modes for Customer;
 - (9) “Written Notice”: includes notification by printed letter or e-mail.
 - (10) “Affiliate”: refers to any person which, directly or indirectly, is controlled by, under common control with, or in control of, a Party; the term “control” means with respect to any person, (a) ownership of more than fifty percent (50%) of the shares in issue or other equity interests or registered capital of such Person or (b) the power to direct the management or policies of such person, whether through the ownership of more than 50% of the voting power of such Person or through the power to appoint a majority of the members of the board of directors or similar governing body of such Person. The terms “Controls”, “Controlled” and “Controlling” shall have corresponding meanings. “**Person**” shall mean any entity, corporation, company, association, joint venture, joint stock company, partnership, individual, receiver or liquidator.

Article 2 Service and Quotations

- 2.1. The Customer generally entrusts YUNEXPRESS (including YUNEXPRESS and its affiliates) to provide the following international freight forwarding services:
- (1) International freight forwarding service: handle the cross-border transportation of goods handed over by Customer in the name of the Customer or YUNEXPRESS (including YUNEXPRESS’ affiliates and the third party cooperating with YUNEXPRESS), including but not limited to goods collection, warehouse operation (including weighing, label changing, sorting, etc.), arranging domestic transit and short-distance transportation services for goods, booking cargo space (including charter plane, cabin, ship), handling the consignments of international trunk line transportation, handling the export and import customs clearance of goods, arranging the transit and the last mile delivery of goods in the destination country, handling abnormal orders and returns, paying fees to the service providers or specific carriers in each section, and other value-added services related to international freight forwarding;
 - (2) Information system docking or user-permission service: after the Customer and YUNEXPRESS reach an agreement, YUNEXPRESS can provide the Customer with system docking technical documents and necessary technical support, assist the Customer in accessing YUNEXPRESS’ information system by API docking, or open the user-permission of the information system for the Customer, so as to realize the submission and/or transmission of logistics orders through the information system, the online management of logistics orders, the SKU commodity management, the abnormal

orders and returns management, the logistics track query, the transaction settlement management, the report statistics and other related functions.;

- 2.2. Customer confirms that, by the time of the execution of this Agreement, Customer has duly received the Quotation Sheet sent by YunExpress via E-mail or other ways agreed by both parties, and the Quotation Sheet contains the service types, service prices, related transport requirements and compensation terms which have been agreed by Customer. The Quotation Sheet is an integral part of the Agreement and should be abided by Customer. If there is any conflict between the Agreement and the Quotation Sheet, the Agreement shall prevail unless otherwise expressly specified by both parties.
- 2.3. The Quotation Sheet may be subject to adjustment due to changes in market conditions and Company's freight policies. YunExpress will notify Customer of the adjustments in advance in writing, and the Customer agrees to apply the new Quotation Sheet upon receipt of the prior written notice from YunExpress.

Article 3 Payment and Settlement

- 3.1 When the status of the Customer's logistics order or package is displayed as "check-in" in the information system, YUNEXPRESS will charge the service fee from the check-in time. The service fee is based on the quantity and weight or volume of the goods (whichever is the greater) recorded by the information system at the check-in time, and the settlement shall be made according to the effective price corresponding to the arrival time recorded in the information system. If the Customer has any objection to the quantity and weighing result of the goods recorded in the information system at the check-in time, it shall raise the objection within three (3) working days from the date of receiving the corresponding bill, otherwise it shall be deemed that the Customer has recognized the authenticity of the quantity and weight recorded in YUNEXPRESS' information system, and the weight of the package shall be subject to that recorded in the information system. If the Customer has objection to the weight recorded in YUNEXPRESS' information system, but fails to provide evidence to prove so, then the weight recorded in YUNEXPRESS information system shall prevail. YUNEXPRESS has the right to cancel the service for the disputed goods if both parties have differences on the weight of the goods and cannot reach an agreement through negotiation.
- 3.2 Under special circumstances, YUNEXPRESS can give the Customer a certain credit as the case may be, and the credit can be unilaterally adjusted or cancelled by YUNEXPRESS. Once the Customer's credit is used up, no matter whether the settlement period is due or not, the Customer should pay immediately to restore the original credit, otherwise YUNEXPRESS has the right to suspend the service. Under no circumstances shall the expenses unpaid by the Customer hereunder exceed the credit.
- 3.3 If prepayment applies, YunExpress only provides services with values within Customer's prepayment. Customer should prepay adequate funds according to its business needs and supplement the funds promptly if there is any insufficiency. Otherwise, YunExpress is entitled to suspend the services.
- 3.4 If currency exchange is involved, both YUNEXPRESS and the Customer agree to follow below specific rules:
 - (1) Customer account recharge or deposit:
 - ① For foreign currency recharge and transfer to CNY, the applicable exchange rate shall be the real time TT Buying Rate published on the official website of Bank of China on the day of payment;
 - ② For CNY recharge and transfer to foreign currency, the applicable exchange rate shall be the real time TT Selling Rate published on the official website of Bank of China on the day of payment;
 - ③ For foreign currency (A) recharge and transfer to another foreign currency (B), the intermediate currency is to use CNY, and the applicable exchange rate shall be equal to the real time TT Buying Rate of (A) ÷ the real time TT Selling Rate published on the official website of Bank of China on the day of payment.
 - (2) Customer billing:

The above mentioned rules for recharge shall also apply, but the "real-time rate on the day of payment" shall be changed to "10 a.m. (or the nearest time before 10 a.m.) on the acceptance and confirmation day of each customer order"; The "TT Buying Rate" is changed to "TT Selling Rate", and the "TT Selling Rate" is changed to "TT Buying Rate".
 - (3) Customer compensation:

The above mentioned rules for recharge shall also apply, but the "real-time rate on the day of payment" shall be changed to "the day when YUNEXPRESS creates the compensation application number in system"; Both of the "TT Buying Rate and TT Selling Rate" are changed to "Central Parity Rate" published by People's Bank of China.
- 3.5 If Customer fails to make payment in time as stipulated in the Agreement, YunExpress is entitled to take one or more steps as following:
 - (1) Exercise lien over goods; if Customer still delays the payment after YunExpress's demanding, YunExpress will keep the right to exercise lien over goods, and the costs and fees for exercising lien over the goods shall be assumed by Customer.

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- (2) To cancel the price concessions (if any) and restore to the original price ab initio.
 - (3) To charge a penal sum by a rate of five out of ten thousand per day of the delayed payment.
 - (4) To cancel/adjust unilaterally the credit limit, and/or to adjust settlement method.
 - (5) To require Customer to provide a guaranty.
 - (6) Suspend providing services to Customer.
 - (7) Any other rights or remedies enjoyed by YunExpress under the law.
- 3.6 YunExpress shall notify Customer of the receipt bank account by written notice with YunExpress's valid seal. Customer shall ensure to pay the money to the account appointed by YunExpress. Customer acknowledges that no staff or any other third party is capable to represent YunExpress to notify Customer of modifying the receipt bank account.
- 3.7 If Customer makes online payments in YunExpress's system, Customer shall ensure the correctness of its logging website, and to avoid Phishing Sites. Otherwise, Customer shall take the risks of the capital and finance thereof by itself.
- 3.8 YunExpress will issue invoices to Customer after receiving payment from Customer (the invoices may be taxed invoices or proforma invoices under the applied laws), while there be exceptional condition that YunExpress may issue invoices in advance; whensoever, the invoices shall not be the vouchers that YunExpress has collected fees from Customer.
- 3.9 If Customer needs entrust a third party to pay any fees under the Agreement, Customer shall send YunExpress in advance a written notice and a Payment Entrustment Letter. A third party can make payment only when YunExpress confirms and approves the entrustment. When Customer entrusts a third party to make payments, the responsibility of payment could be exempted only within the amount paid by the third party, and all the other responsibilities of Customer to YunExpress thereof shall not be exempted.
- 3.10** YunExpress has rights to require Customer to provide a guaranty according to its historic credits when the Agreement is entered into or during the process of performing the Agreement. If Customer fails to provide a guaranty, YunExpress is entitled to reject Customer's request of delivery.

Article 4 Service Application and Requirements

- 4.1 Prior to signing this Agreement, the Customer shall register in YUNEXPRESS' information system, provide the Customer's business license, identity certificate, power of attorney and other information and materials according to the requirements of the information system, and complete the real name authentication according to the requirements and prompts of the information system. After YUNEXPRESS has approved the data submitted by the Customer in the system and the Customer has passed the real name authentication, the Customer can formally apply for services. If the Customer is an enterprise, the Customer shall authorize an agent to act as the system administrator to complete the application of information system login account and Customer Code, to conduct the real name authentication of the subject bound with the Customer Code, and to sign Agreements, etc. on behalf of the Customer. The Customer agrees to be bound by all legal responsibilities and consequences arising from the agent's behavior. The Customer shall keep the password properly and ensure the security of the account. YUNEXPRESS confirms that all logistics orders generated under the Customer login account and the Customer Code belong to the Customer, and will make final settlement with the Customer on this basis..
- 4.2 Before submitting the logistics order, the Customer shall submit the shipment details in advance through the information system, including but not limited to the name, brand, SKU number, size, weight, insurance value or declared value of the items, which shall be subject to the requirements of YUNEXPRESS and the prompts of the information system. YUNEXPRESS has the right to review the shipment details provided by the Customer. If the shipment details fail to pass YUNEXPRESS' review, the Customer shall not consign the goods without authorization. Otherwise, YUNEXPRESS has the right to reject the goods or the Customer shall bear the costs, risks and consequences caused by the unauthorized consignment. After receiving the logistics order application submitted by the Customer, YUNEXPRESS has the right to decide, at its sole discretion, whether to accept and fulfill the Customer's logistics order according to its own operating conditions, input and allocation of transportation resources, business planning, industry development, market demand and quotation, service level, and business capacity, etc. If YUNEXPRESS decides not to accept the logistics order from the Customer, it shall inform the Customer in time. The Customer agrees that the standard and criteria on which YUNEXPRESS' decision to refuse to accept the Customer's logistics order is based shall be YUNEXPRESS' trade secret. YUNEXPRESS neither needs to explain the reason for rejecting the Customer's logistics order application, nor shall it be responsible to the Customer therefor.
- 4.3 During the peak period of business (including but not limited to the promotion period of overseas e-commerce platforms such as legal holidays, "Black Friday", "Cyber Monday" and "Christmas Shopping Carnival") and during the period of shortage, abnormal or dramatic fluctuation of transportation resources, the Customer should inform its business volume two (2) weeks before shipment, so that YUNEXPRESS can arrange the input of transportation resources accordingly. At the same time, YUNEXPRESS can adjust the shipment volume of the Customer during this period within its own operating capacity, and

YUNEXPRESS does not make any time commitment for the orders during this period; YUNEXPRESS may even suspend the service.

- 4.4 The service application made or submitted by the Customer through the information system, including but not limited to logistics order application, return application, shall be subject to the terms of this Agreement..
- 4.5 Before consignment, Customer shall select the proper shipping service in the system and shall take upon itself the consequences of the selection possibly improper for its actual business needs or not being the best choice for it. Customer itself shall login in the specific carrier's official website to learn the requirements and limitations to customers. Once Customer chooses the specific carrier, Customer shall be deemed to have agreed to abide by the published requirements and limitations. If the Specific Carrier requires YunExpress to pay extra fees or compensations due to Customer's fault, Customer shall undertake such fees or compensations.
- 4.6 If YUNEXPRESS is required to take any special preventive measures or comply with special requirements for the goods according to the nature, conditions or packaging of the goods, the Customer shall inform YUNEXPRESS before the shipment; YUNEXPRESS will only accept the entrustment of the Customer upon consensus and has the right to charge the additional costs incurred from the Customer. Otherwise, YUNEXPRESS acquiesces that the current service standard meets the requirements of consigned goods, and the Customer shall bear the corresponding consequences arising therefrom.
- 4.7 If onsite collecting service is required, Customer shall notify YunExpress in advance and declare the information of the goods to be collected, including but not limited to the shipping information, collecting time, collecting location and contact person, etc.. YunExpress is entitled to make restrictions in the collecting district sphere and the minimum shipment standard, which would be concretely subject to the system prompts or need to be confirmed by YunExpress with Customer in advance upon Customer's contact and request. YunExpress reserves the rights to reject onsite collection at its sole direction. To avoid wrong delivery of goods to a third party, Customer shall check the information of the collectors and the collecting vehicles supplied by YunExpress. Customer shall carefully fill the shipping list, and then YunExpress's collectors will sign it upon their confirmation. Whether Customer fills the details of the goods in the shipping list or not, the collectors will only check the quantities of the goods in maximum units (eg. box or package), and will not count or verify the quantities of the inner items, or measure the dimensions or weights or confirm the detailed information.

Article 5 Requirements Related to goods

- 5.1 The goods consigned by the Customer shall meet the relevant provisions and specific requirements in Annex I Letter of Commitment on Intellectual Property Rights Compliance and Annex II Agreement on Cargo Safety. In case of any violation, once found, YUNEXPRESS has the right to intercept, isolate, freeze, stop transportation, return, detain, destroy or transfer to the competent authority according to law the prohibited items consigned by the Customer, and has the right to request the Customer to pay liquidated damages equal to the service fee. If the Customer violates the above-mentioned consignment obligation and causes YUNEXPRESS to be subject to compulsory measures, administrative punishment imposed by the customs, airport, port administration and other law enforcement agencies or claims made by third parties, the Customer shall pay YUNEXPRESS liquidated damages at RMB 1,000/case. If other economic losses (including but not limited to damages, fines imposed by administrative authorities) are thereby caused to YUNEXPRESS, the Customer shall also compensate YUNEXPRESS for such losses. If the goods consigned by the Customer violate this article for multiple times, YUNEXPRESS has the right to take one or more of the following measures: (a) include the Customer into YUNEXPRESS' trading restriction list; (b) close the Customer's shipment account temporarily; (c) freeze the funds in the Customer's top-up account; (d) terminate this Agreement unilaterally; (e) hold the Customer liable for breach of Agreement in accordance with this article; (f) other specific measures agreed in Annex I and Annex II.
- 5.2 Customer shall declare the information of goods to YunExpress and customs truthfully, ensuring the authenticity, correctness and completeness of the declared information, YunExpress has no obligation to examine goods delivered by Customer. Any consequences of retention, delay, jettison and forfeiture etc. resulted from the causes such as in authenticity or missing important information etc. in declaration shall be borne by Customer itself and Customer shall indemnify YunExpress for all the losses incurred.
- 5.3 Customer shall take the responsibility of appropriately packing the goods, to ensure the packages resisting compression and seismicity and suitable for the Specific Carriers' packing standard. And meanwhile, Customer shall make sure the normalization of the tags and the shipping marks, ensuring the tags and marks are scannable. Otherwise, Customer shall afford the costs for exchanging tags or marks.
- 5.4 As to the vulnerable goods, the goods needing heat-proof or cold-proof measures or the goods limited to other environmental conditions, Customer itself shall take the risks of goods damage. If damaged goods are found out during the serving process, YunExpress shall notify Customer and negotiate with Customer on the disposition of the damaged goods; and in emergency circumstance (e.g. YunExpress's warehouse or other goods would be endangered if not to destroy the damaged goods),

YunExpress has the right to directly destroy the damaged goods or make other dispositions after sending urgent notice to Customer, and Customer shall not reject it unreasonably. Any losses occurred to YunExpress, carriers or other customers due to the defects or the nature of Customer's goods (e.g. flammable goods, Customer shall be responsible for the compensation.

5.5 Customer proclaims and warrants that all goods delivered to YunExpress under this Agreement meet the following requirements:

- (1) Conform to all the applicable laws and regulations of shipment ports, destination ports and any transit port and the regulations of related associations and organizations (for example International Air Transport Association IATA, International Civil Aviation Organization ICAO, etc.) (Hereinafter shortly referred to as All the Applicable Regulations);
- (2) The goods do not belong to the ones that the Specific Carriers cannot transport safely and legitimately, including but not limited to animals, cash, anonymous negotiable notes, expensive metals and minerals, firearms, ammunition, corpses, pornographic articles, illegal anesthetic drugs/poisons, etc.
- (3) No goods that violate All the Applicable Regulations are carried secretly, such as hazardous articles, prohibited articles, the articles that are banned to import by local customs.
- (4) Conform to the related product quality standards and safety standards of China, transit countries and destination countries, have no design defect or technical defect or material defect, conform to all the specifications of the product and have the performance as per the design purpose of the product.
- (5) Possessing all the necessary authentication and test reports.
- (6) Have intact effective ownership that is not subject to any right of lien, right of mortgage, pledges, security interest, burden or other claims for compensation. Customer guarantees that it is the owner of goods, or it is the fully authorized agent of any other person who has an interest in the goods. Customer warrants that it has all necessary rights, licenses and permissions to allow Yunexpress and its subcontractors to carry, store, export, import and deliver the goods as requested by the Customer. Customer undertakes to hold YunExpress or its affiliates harmless from any claim, damage or liability arising therefrom or incurred thereby, or YunExpress has the right to recover from Customer.
- (7) All the intellectual property rights embodied or contained in the goods shall not and will not infringe or violate any intellectual property right, including but not limited to the copyright, trademark, service trademark, patent, patent application, commercial packaging, trade name, commercial secrets, right of works or any other special right of any third party.

5.6 YunExpress's provision of the Services to Customer under this Agreement does not mean that YunExpress acts as the importer of Customer's goods. Customer shall pay all the related taxes and fees according to the applicable laws (including but not limited to sales tax, value added tax, consumption tax, and the taxes and fees related to importation) and Customs clearance service fees involved in the import and export of goods. Customer shall register in the local tax authority according to the applicable laws to get the VAT (Value Added Tax) number or the GST (goods and Service Tax) number (if applicable). YunExpress is entitled to require Customer to provide its legally registered, authentic and valid tax number.

5.7 YunExpress's actions of accepting, storing, holding, controlling, transporting and delivering goods for providing the services under this Agreement do not mean that the ownership and the risk of loss are transferred to YunExpress (apart from the damages caused by YunExpress's fault). YunExpress and its affiliated companies, service providers, carriers, etc. do not participate in the purchase and sale of goods between Customer and third parties, are not liable for any dispute and duty caused by the goods of Customer, and in the meantime, Customer shall avoid and compensate YunExpress and its affiliated companies, service providers, carriers, etc. from suffering losses.

5.8 If the goods delivered by Customer are against the laws and regulations or alleged in violating the laws or infringe the intellectual property rights of third parties (e.g. YunExpress receives lawyer's letters accusing Customer's goods of infringement), YunExpress is entitled to suspend the services and cooperate with the related authorities to make investigation and disposition (including sealing up, freezing, isolating the goods or handing over the goods to a third party or related authority). And meanwhile Customer has obligation to cooperate actively with YunExpress to provide all necessary certificates and documents, including but not limited to Brand Authorization Letter, Qualification Certificate, Authentication Certificate, Tax Certificate and the Legal Origin of goods etc. All costs and losses thereof occurred to YunExpress shall be borne by Customer.

5.9 If Customer's goods are detained or disposed by the customs or other related authorities due to inspection or other reasons, the parties shall cooperate with the customs or other related authorities, and Customer shall communicate with the buyer and receiver to explain the situation. If any losses or logistics costs are caused accordingly, the costs and losses shall be borne by Customer.

5.10 YunExpress reserves the right to refuse, without liability of any kind, acceptance of goods which, because of its condition, might cause, in YunExpress's sole reasonable judgment, infestation, contamination or damage to YunExpress's warehouse or to other goods in the custody of YunExpress. YunExpress also reserves the right to refuse, without liability of any kind, acceptance of goods which may be deemed illegal goods, are illegally branded goods, contain illegal materials, are manufactured illegally or may violate any local, state or federal law, treaty or trade agreement(s). YunExpress will notify Customer of its refusal to accept any such goods and the reason for its refusal within twenty-four (24) hours of such refusal.

Article 6 Rights and Obligations of all Parties

6.1 Rights and Obligations of the Customer:

- (1) The Customer has the right to use the services provided by YUNEXPRESS within the agreed service items through the information system docking or by directly using the information system login account authorized by YUNEXPRESS. Without the permission of YUNEXPRESS, the Customer shall not directly or indirectly provide the information system login account to any third party other than the Customer in any form. At any time, the Customer shall bear the payment obligation and joint liability for all services and expenses incurred under its information system login account and the Customer Code.
- (2) The Customer shall use the information system in accordance with the usage specifications and requirements of YUNEXPRESS' information system. The Customer shall bear the loss of its business operation caused by the Customer's negligence or wrong operation.
- (3) The Customer has the right to obtain the corresponding service and the obligation to pay the service fee to YUNEXPRESS according to this Agreement. The Customer shall not delay the payment, refuse to pay or deduct the payable expenses without authorization on the ground of other disputes between the two parties. The Customer shall be liable for breach of Agreement in case of the foregoing circumstances.
- (4) Customer acknowledges and agrees that YunExpress acts as an agency of logistics service but not the actual carrier for Customer's goods.
- (5) Customer acknowledges and authorize YunExpress to entrust its Affiliates, actual carriers, service providers etc. to provide the services hereunder according to the logistics products and transportation methods which are chosen by Customer.
- (6) As to the goods delivered by Customer itself, Customer shall hand over the goods to YunExpress during working hours. Or else, if any return or loss of the goods is caused thereby, such risk and loss shall be assumed by Customer itself, unless the parties have other negotiations beforehand.
- (7) Customer shall ensure the correctness of the recipient and the receiving address. If the goods could not be reliably delivered, or gets returned or lost due to Customer's fault, Customer itself shall take the consequence and pay the extra fees resulted from it. If YunExpress delivers the goods to the wrong destinations, YunExpress shall compensate Customer the direct loss of which.
- (8) Customer agrees and authorizes YunExpress and its Affiliates to use the customer's corporate name, trademark, logo or any other similar text or graphics in their promotional materials (including, but not limited to, web pages, printed materials, PPTs, advertisements for large events, etc.) for free and permanent to promote the cooperative relationship between the two parties.
- (9) Customer shall avoid YunExpress and its affiliated companies, cooperators and the actual carriers etc. (hereinafter, "YunExpress and its affiliates") to suffer any losses because of its delivered goods, the reasons of which include but not limited to the quality, authentication, tax and intellectual property rights infringement, unfair competition by which YunExpress is involved in penalty, lawsuit and sealing-up of warehouse. Otherwise, Customer shall compensate all the losses to YunExpress and its affiliates, including but not limited the breach of agreement, damages, arbitration fees, litigation costs, appraisal fees, travel expenses, the lawyer's fees and notarial fees paid to avoid or reduce such losses. Meanwhile, YunExpress is entitled to suspend the services and exercise lien over Customer's goods. If Customer fails to compensate for the losses within the limited time, YunExpress is entitled to dispose the lied goods to compensate for the losses occurred thereby to YunExpress and its affiliates.

6.2 Rights and Obligations of YunExpress:

- (1) YUNEXPRESS provides the information service of the information system to the Customer, and the technical services provided by YUNEXPRESS shall comply with relevant national regulations and standards, and shall not damage the legitimate rights and interests of the Customer.
- (2) For the purpose of normal operation of YUNEXPRESS' information system, YUNEXPRESS can regularly or irregularly shut down its information system for maintenance. If the normal information system maintenance involves the

information system interface between both parties, YUNEXPRESS needs to inform the Customer in advance. If the information system maintenance under special circumstances involves the information system interface between both parties, YUNEXPRESS has the right to carry out the maintenance first, and then notify the Customer, and has the right to require the Customer's cooperation therefor.

- (3) YUNEXPRESS guarantees that the information system provided by YUNEXPRESS is independently developed by YUNEXPRESS or has obtained the relevant authorization, and does not infringe the legitimate rights and interests of any third party.
- (4) YUNEXPRESS has the obligation to provide corresponding services to the Customer according to this Agreement, and YUNEXPRESS has the right to obtain corresponding service fees according to this Agreement. The Customer agrees that in any case, YUNEXPRESS requesting the Customer to pay the service fee under this Agreement will not be based on the premise that YUNEXPRESS has paid the freight or service fee to the specific carrier or service provider. YUNEXPRESS neither needs to inform the Customer of the specific amount of fees paid to the specific carrier or service provider, nor needs to provide the certificate of payment, provided that YUNEXPRESS shall pay the specific carrier or service provider in a timely manner.
- (5) YunExpress shall take the responsibility of safekeeping the goods after receiving from Customer and before delivery to the recipient as appointed by Customer. When the goods are found out to be deteriorating or damaged in other ways, YunExpress shall notify Customer in time. And Customer shall give disposal schemes within one working day from receiving the notice. In an emergency, the warehouses or other stored goods are getting endangered, YunExpress is entitled to take emergency action to avoid the loss expansion, and Customer shall indemnify YunExpress for the costs and fees resulted thereof. If losses such as destruction, damage, shortage, loss, and loss of goods occurred to Customer due to YunExpress's faults, YUNEXPRESS shall compensate the Customer according to the compensation standard stipulated in the effective Quotation Form corresponding to the arrival time of the goods. The Customer hereby expressly agrees that YUNEXPRESS' liability under this Agreement shall be subject to the following provisions: (a) YUNEXPRESS shall not be liable to the Customer if YUNEXPRESS fails to perform its obligations under this Agreement due to reasons not attributable to YUNEXPRESS; (b) YUNEXPRESS will be liable for the loss suffered by the Customer only if the loss suffered by the Customer is directly caused by YUNEXPRESS' fault; (c) YUNEXPRESS shall not be liable for any loss of profit, compensation agreement or cost of any nature caused by the legal relationship between the Customer and a third party. Therefore, the Customer hereby acknowledges and agrees that it shall not require YUNEXPRESS to bear any liability arising therefrom; (d) YUNEXPRESS shall not be liable for any indirect, consequential or punitive damages (including but not limited to sales, profits, interest loss, liquidated damages payment, evaluation or reputation damage, and production line shutdown) suffered by the Customer, recipients or other connected parties due to the services under this Agreement; (e) YUNEXPRESS' liability for the services provided under this Agreement shall be limited in accordance with relevant laws, national or industry standards or generally accepted principles.
- (6) YunExpress could give an estimated arriving time in normal conditions to Customer based on the different logistics products and transportation methods chosen by Customer. The services could be delayed for uncontrollable factors such as customs' inspection, flight delays, force majeure, shortage in containers or shipping spaces or the other changes in the market. In these conditions, YunExpress shall not assume any liability; The Customer understands and agrees that the expected time of arrival of the goods displayed on YUNEXPRESS' official website, information system, quotation form and other pages or documents is for reference only. YUNEXPRESS will try its best to make the Customer's goods reach the destination as soon as possible, but YUNEXPRESS will not make any representation, warranty or commitment in any form concerning the actual time of arrival of the goods.
- (7) The Customer hereby agrees and confirms that if the goods entrusted by the Customer are returned and cannot be shipped for any reason whatsoever, or if the goods cannot be delivered for any reason whatsoever, or if the delivery is unsuccessful or the recipient returns the goods to YUNEXPRESS' overseas transfer warehouse or domestic warehouse, YUNEXPRESS will deal with the situation as follows:
 - i. For the goods that can be re-delivered according to the Quotation Form of YUNEXPRESS, the Customer can apply for re-delivery according to the requirements of the Quotation Form after receiving the notice that YUNEXPRESS is unable to deliver or the delivery fails, and the cost of re-delivery shall be borne by the Customer;
 - ii. For the goods that cannot be shipped, delivered or are returned to YUNEXPRESS' domestic warehouse due to unsuccessful delivery, the Customer shall withdraw the goods within fifteen (15) days after receiving the notice that YUNEXPRESS is unable to deliver or the delivery fails;

The Customer hereby irrevocably agrees to transfer the goods to YUNEXPRESS or a third party designated by YUNEXPRESS free of charge in case of any of the following circumstances; YUNEXPRESS or the third party designated by YUNEXPRESS shall have the right to handle the goods at its sole discretion without assuming any liability to the Customer or other interested parties.

- i. Where the Customer fails to apply for re-delivery within the time required by the Quotation Form;
- ii. Where the re-delivery fails and the Customer and YUNEXPRESS fail to reach a solution thereto;
- iii. Where YUNEXPRESS does not provide the re-delivery service according to the Quotation Form, or the Customer fails to withdraw the goods or provide handling advice within the time as agreed in this clause.

The Customer shall guarantee that it has due right or authorization to dispose of the goods when making the foregoing transfer free of charge. If the Customer has no right or authorization to do so and thus causes losses to YUNEXPRESS or the third party designated by it, YUNEXPRESS or the third party so designated has the right to recover such losses from the Customer. The Customer shall promptly pay to YunExpress such expenses as re-delivery fee, warehousing fee and storage fee arising from re-delivery or storage of goods that cannot be delivered. Otherwise, YunExpress shall have the right to exercise lien over the goods in accordance with the requirements of Item (9) of Article 6.2.

- (8) YunExpress is entitled to suspend part or all of its services if there is any unpaid expense by the Customer. If Customer fails to pay after being urged by YunExpress, YunExpress is entitled to exercise lien over the goods and set off the Customer's arrears by converting the goods into money, selling of the goods, etc. The period of performance of Customer's debts after lien is 15 days (commencing from the date Customer receives the lien notice from YunExpress), except those that cannot be subject to lien according to the nature of the goods. If the debts have not been paid by Customer or the payer designated by Customer upon the expiration of the debt performance period, Customer hereby irrevocably agrees and confirms that YunExpress can sell off or auction the subject matter of lien and receive payment in priority through the trading platform, buyer or auction house that it deems appropriate, and shall not assume any liability to Customer or other persons for the above-mentioned acts. The proceeds obtained from conversion, sale or auction shall first be used to pay for the expenses and custody fees incurred by YunExpress for the exercise of lien, and then the fees owed to YunExpress. If there is any balance, it may be remitted to Customer's designated account at Customer's request.
- (9) If Customer and/or Customer's affiliate incurs unpaid charges in breach of any other Agreement signed with YunExpress and/or YunExpress' affiliate, Customer hereby irrevocably agrees and confirms that such circumstances constitute a breach of this Agreement, and YunExpress is entitled to pursue the Customer's liability for breach of Agreement, and take such measures, including but not limited to, suspending part or all services under this Agreement.
- (10) The information system may be subject to data deviation due to bug and other reasons. YunExpress shall review the system data manually from time to time. If there are data adjustments, YunExpress shall notify Customer. At the same time, YunExpress will do its utmost to repair the system and service in the event of system breakdown, data loss, error or delay due to the following reasons, and Customer agrees that YunExpress will not be held liable therefor:
 - iv. Hacker attacks, Virus invasion;
 - v. The server cannot access the specific carrier network and cannot obtain the specific carrier information such as the express waybill and the tracking number due to the interruption of submarine optical cable, the service failure of network service providers (such as Aliyun), the adjustment of national network, etc.
 - vi. Other factors uncontrollable by YunExpress.

6.3 Obligations of the Guarantor:

- (1) The Guarantor irrevocably provides Company with joint and several guarantees for Customer for all the responsibilities and obligations arising from this Agreement (including but not limited to all service fees, freight charges, liquidated damages, damages and expenses incurred by Company to realize the creditor's rights, etc. arising from this Agreement);
- (2) If Customer fails to fulfill the payment obligation and/or indemnification liability as stipulated in this Agreement, Company is entitled to claim directly against the Guarantor, who guarantees that payment or indemnification will be made within the time limit required by Company after receiving a written notice from Company;
- (3) The guarantee period of the Guarantor shall be three years commencing from the expiration of the term of performance of Customer's principal obligation;
- (4) In any of the following circumstances, the Guarantor agrees that it will continue to provide joint and several guarantees without receiving prior notice:
 - i. Customer or Company changes its name, address, legal representative and/or shareholder;
 - ii. Customer is merged, separated, revoked or bankrupt, etc;

- iii. Company postpones the exercise of any rights under this Agreement or grants any grace period to Customer's accounts payable;
- iv. Company assigns the rights under this Agreement;
- v. Customer and Company make any amendments and additions to this Agreement.

Article 7 Term and Termination

7.1 Term of this Agreement. This Agreement shall enter into force on the Effective Date after the signature or seal by all parties or representatives of all parties, and shall be valid for one year. If no party proposes termination upon expiration of this Agreement 30 days prior to the expiration hereof, this Agreement will be automatically renewed for one year, and so on, without limiting the number of renewals.

7.2 Termination By Customer. Customer, at its option and without any prejudice to any other rights it may have, may, by providing written notice, terminate this Agreement pursuant to or upon the occurrence of any of the following events:

- (1) The failure of YunExpress to perform any material term, condition or covenant contained in this Agreement on its part to be performed or observed, where such failure continues for a period of thirty (30) days after written notice of the failure to YunExpress.
- (2) The thirty (30) day anniversary of the event causing the delay or failure due to reasons of force majeure if not cured to the reasonable satisfaction of Customer prior to such anniversary.
- (3) The filing of a voluntary or involuntary petition for bankruptcy, insolvency proceeding, liquidation or assignment for the benefit of creditors by or against YunExpress or the placement in the hands of a receiver, liquidator or trustee of a substantial portion of the assets of YunExpress.

If the above mentioned i or ii events only effect part of but not all of the businesses hereunder, Customer only could terminate the affected parts of the business by unilaterally notifying YunExpress thereof.

7.3 Termination By YunExpress. YunExpress, at its option and without any prejudice to any other rights it may have, may, by providing written notice, terminate this Agreement upon the occurrence of any of the following events:

- (1) The failure of Customer to cure a breach of any of its payment obligations under this Agreement during the required period following receipt of written notice of such breach.
- (2) The failure of Customer to perform any material term, condition or covenant contained in this Agreement on its part to be performed or observed (other than a payment obligation), where such failure continues for a period of thirty (30) days after written notice of the failure to Customer.
- (3) The filing of a voluntary or involuntary petition for bankruptcy, insolvency proceeding, liquidation or assignment for the benefit of creditors by or against Customer, or the placement in the hands of a receiver, liquidator or trustee of a substantial portion of Customer's assets.

If the above mentioned i or ii events only effect part of but not all of the businesses hereunder, YunExpress only could terminate the affected parts of the business by unilaterally notifying Customer thereof.

7.4 The effectiveness of termination or expiration

- (1) Customer shall stop delivering goods to YunExpress after sending or receiving termination notice.
- (2) Customer shall finish goods clearance within fifteen (15) days after the Agreement is terminated. YunExpress continues to provide the services stipulated herein (the services unable to be performed due to force majeure are not included) till YunExpress finishes all services related to goods received before sending or receiving the termination notice, provided that Customer prepaids fees and has abided by the Agreement till remaining goods are cleared up. If Customer fails to clear the goods for its own reasons, it agrees to relinquish the ownership of the goods, and the goods will be owned by YunExpress without compensation, and YunExpress has the right to dispose of them on its own without any responsibility to Customer and the stakeholders., and YunExpress is entitled to dispose the goods, and the costs and expense resulted thereof shall be borne by Customer.
- (3) Customer shall pay all the due balance to YunExpress within fifteen (15) days from the date the termination or expiration of the Agreement.

Article 8 Liability/Indemnification/Statement

8.1 Liability. All risk of loss and damage to goods from any cause prior to receipt by YunExpress into, and from and after the delivery to the appointed recipient by Customer will be borne by Customer (or its customer, if applicable). YunExpress shall not be liable to Customer for any damage, loss, demurrage, or injury to goods of Customer unless such loss is the result of YunExpress's failure to exercise such care in regard to such goods or the distribution thereof as a reasonably careful person would exercise under like circumstances, and YunExpress shall not be liable for damages that could not have been avoided

- by the exercise of such care. YunExpress shall be liable for all losses, demurrage or injury to goods caused by the gross negligence or willful misconduct of YunExpress.
- 8.2 **Force majeure.** In this Agreement, force majeure includes but is not limited to social abnormal events (such as strikes, riots, wars, terrorist activities, public health events, major epidemics, plagues), natural disasters (such as snowstorms, hail, fires, floods, mudslides, earthquakes, tsunamis, typhoons, blackouts, act of God), any government actions (such as expropriation, requisition, restriction orders, control, measures), traffic accidents, amendments to laws and policies, acts, decisions or orders of judicial organs and other unforeseen, insurmountable and uncontrollable situations or events. In no event shall YUNEXPRESS be liable to the Customer for any damage, destruction, loss, demurrage or non-performance of any kind arising out of force majeure.
- 8.3 **Consequential Damages.** Neither party shall be liable to the other party or any third party for any indirect or consequential loss or damage (including but not limited to any loss of income, loss of profit, loss of opportunity, direct or indirect liability for breach of Agreement, punitive damage or remedial cost of any nature caused by the legal relationship between one party hereto and a third party), unless otherwise specified by this Agreement.
- 8.4 **Representations and Warranties; Customer, YunExpress and the Guarantor.** Customer, YunExpress and the Guarantor each hereby makes the following representations and warranties to other parties: (1) they have the due authorization, legal capacity and qualifications, internal and external approval and legal rights to implement the terms of this Agreement; (2) the terms of this Agreement will not violate any other Agreement, agreement or instrument to which they are a party, as well as the execution and implementation of the terms of this Agreement will not require the consent or authorization of any third party; (3) this Agreement is valid and legally binding on the Customer, YunExpress and the Guarantor. The Guarantor undertakes that the Guarantor is legally qualified as a guarantor providing joint and several guarantees. The Guarantor's guarantees hereunder conform to the provisions of laws, administrative regulations, rules and the Guarantor's articles of association or internal constitution documents, and have been approved by the internal competent authority of Company or the competent state authority. All liabilities arising from the fact that the Guarantor is not entitled to sign this Agreement shall be borne by the Guarantor.
- 8.5 **Indemnity By Customer.** Customer will defend, indemnify and hold harmless YunExpress and its respective directors, officers, employees, agents, distributors, customers, assignees and licensees (each a "YunExpress Party") from and against any and all costs, claims, harm, damages, liabilities, losses and expenses (including, without limitation all reasonable attorneys' fees, professional fees and disbursements) of any and every nature and kind whatsoever (collectively, "Damages") actually incurred, suffered or sustained by any YunExpress Party arising from, or otherwise attributable to, Customer's breach of or non-compliance with, any of its representations, warranties, covenants and agreements contained in or arising under the terms of this Agreement except to the extent that such Damages result from the gross negligence or willful misconduct of a YunExpress Party.
- 8.6 **Indemnity By YunExpress.** YunExpress will defend, indemnify and hold harmless Customer and its respective directors, officers, employees, agents, distributors, customers, assignees and licensees (each an "Customer Party") from and against any and all Damages actually incurred, suffered or sustained by any Customer Party arising from, or otherwise attributable to, YunExpress breach of or non-compliance with, any of its representations, warranties, covenants and agreements contained in or arising under the terms of this Agreement except to the extent that such Damages result from the gross negligence or willful misconduct of a Customer Party.

Article 9 Information Systems and Confidential Information

- 9.1 **Proprietary Information.** The parties agree and understand that they have or may gain confidential and proprietary information and trade secrets (the "Proprietary Information") of the other party during the term of this Agreement. The parties agree that all Proprietary Information of one party known or obtained by the other shall be kept confidential and shall not be disclosed or permitted to be disclosed to any third party without prior written authorization from the other party or unless otherwise required by law. For purposes of this provision, Proprietary Information shall include, but not be limited to, technical information including, information systems software, report formats, pricing, favorable policies and financial information including, without limitation, invoice and accounting information, customer information and logistics order information, goods information, sender and recipient personal information.
- 9.2 **Authorization.** To the extent necessary to implement the Agreement, Customer authorizes YunExpress to share the related information of Customer's goods, purchase orders, etc. to a third party, including but not limited to the affiliated companies, Specific Carriers, service providers, partners, etc. of YunExpress.
- 9.3 **Prohibition of improper employment.** Customer shall not, in any ways, directly or indirectly, persuade, lure or instigate the serving employees of YunExpress (or its affiliates) or the ex-employees undertaking the obligation of confidentiality or non-competition to YunExpress (or its affiliates), to be hired by or to serve Customer or its affiliates or entities controlled by

Customer, as employees, consultant, or in other ways to serve. Any violation of this clause shall constitute the serious breach of the Agreement, and YunExpress is entitled to take one or more of the following measures:

- (1) To confiscate all cash pledge, cash deposit and down payment paid by Customer;
- (2) To cancel all the favorable prices to Customer;
- (3) To suspend or terminate all or parts of the services to Customers;
- (4) To require Customer to compensate for YunExpress's losses.

The above mentioned measures would not affect other rights and remedies obtainable for YunExpress according to laws and regulations.

Article 10 Miscellaneous

- 10.1 Assignability. The rights and obligations of Customer created under this Agreement may not be transferred, or assigned to a third party, or for the benefit of a third party, either directly or indirectly, without the prior written notice to YunExpress and YunExpress's written consent.
- 10.2 Independent Contractor. YunExpress is an independent contractor and not an employee, partner of Customer. Neither party shall have authority to commit or create any liability on the part of the other in any manner whatsoever.
- 10.3 Notification. Unless otherwise agreed in this Agreement, any notice or communication made by either party hereunder shall be sent or transmitted by hand delivery, China Post, e-mail, SMS, instant messaging software (including but not limited to, QQ, WeChat) to the Agreement address or e-mail address, phone number, QQ or WeChat account (including the contact address and e-mail address of all parties changed and notified to other parties from time to time) recorded in this Agreement or filled out by the Customer in YunExpress' system. The date on which the notice is deemed to be duly served shall be determined in accordance with the following provisions:
- (1) A notice delivered by hand shall be deemed to have been effectively served on the date of signature of the delivery receipt by the notified party;
 - (2) A notice sent by EMS shall be deemed to have been effectively served on the seventh business day after the date of delivery (as indicated by the postmark);
 - (3) A notice transmitted by e-mail shall be deemed to have been effectively served on the first business day after transmission.
 - (4) A notice transmitted by means of SMS, QQ or WeChat or other online communication methods shall be deemed to have been effectively served when the system of the sender shows that the transmission is successful.

During the valid term of this Agreement, if any party's contact information (including but not limited to contact address, e-mail, phone number, QQ number, WeChat number) changes, it shall notify the other party in time. Otherwise, all adverse consequences arising therefrom shall be borne by the party changing the same.

- 10.4 Severability. In the event that any of the terms of this Agreement shall be deemed invalid, unlawful, or unenforceable to any extent, such term shall be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.
- 10.5 Taxes. Customer agrees to pay and/or indemnify YunExpress from all taxes applicable to the sale, delivery, shipment, or storage of Customer's goods, including but not limited to sales, use, business taxes, but excluding any taxes based on YunExpress's net income.
- 10.6 Anti-commercial Bribery. Each party shall strictly abide by the mandatory provisions on anti-commercial bribery of the country or region applicable to the transactions contemplated hereunder. Each party knows that any form of bribery will be severely punished by the law. Each party shall not solicit, accept, provide or give any interests other than those stipulated in this Agreement, including but not limited to explicit deduction, implicit deduction, cash, shopping card, physical object, negotiable securities, tourism or other non-material interests, from/to the other party, its staff or other persons who are directly or indirectly interested with this Agreement, otherwise it shall be deemed as a breach of Agreement. If losses are caused to the other party, the breaching party shall be liable for compensation.
- 10.7 Applicable Law and Dispute Resolution. This Agreement shall be governed by the law of the P.R.C. and international conventions to which China has acceded and exclude the application of laws of other regions (including Hong Kong, Macao and Taiwan) and countries. All disputes arising from or relating to this Agreement shall be submitted to the mediation center of **Shenzhen Court of International Arbitration** for mediation. If one party refuses to mediate or should the mediation fail, the dispute shall be submitted to Shenzhen Court of International Arbitration for arbitration in accordance with its arbitration rules then in force. The seat of arbitration shall be Shenzhen and the arbitration language shall be Chinese. The arbitration award is final and binding upon all parties.
- 10.8 Attorney Fees and Other Litigation Cost. If any fees or costs are incurred to enforce this Agreement, or if any suit or action is brought to enforce any provision of this Agreement, or for damages for the breach of any of the terms of this Agreement,

the losing party shall bear the reasonable costs arising out of solving the disputes, including but not limited to attorney's fees, arbitration fees, notarial fees, appraisal costs and security costs.

- 10.9 Entire Agreement. This Agreement and the annexes thereof (if any) constitutes the entire and final Agreement and understanding of the parties with regard to the subject matter above mentioned, and this supersedes and extinguishes all previous agreements, understandings and arrangements, (whether written or oral), between the parties relating to the subject matter hereof.
- 10.10 Language. The Agreement is written in English. If there is other translation version signed by the parties, the version of other languages shall only serve for reference. And if there is any conflict, the English version shall prevail.
- 10.11 Effect. This Agreement shall enter into force on the Effective Date first written above after the signature or seal by all parties or representatives of all parties. All parties guarantee that the representative who has signed this Agreement has obtained all due authorization doing so. The representatives arranged by all parties shall be their legal representatives, directors or duly authorized representatives. At the time of signing this Agreement and thereafter, the agreement of this Agreement shall constitute a valid, lawful and legally binding obligations upon the parties hereto.
- 10.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute but the one and the same instrument.
- 10.13 The parties acknowledge that this Agreement can be signed by each party in turn in an electronic form, that is, after either party signs or seals this Agreement, and sends the scanned copy to the email address provided by the other party in this Agreement, and after the other party prints the scanned copy for signature or stamped with its valid seal, and sends the scanned copy to the email address of the last party, the last party shall sign or affix its valid seal after receiving the foregoing scanned copy, and return it to the email addresses of other parties. The parties acknowledge the legal effect of the final Agreement signed in the foregoing way, and will not raise any objection to the form and authenticity of the Agreement so signed under any circumstances, unless the party concerned who shall bear the burden of proof has evidence to prove otherwise.
- 10.14 The parties acknowledge that this Agreement is the consensus between the parties, and YUNEXPRESS has reminded the Customer and the guarantor of the terms of exemption, aggravation or limitation of liability in bold, underlined or otherwise highlighted in this Agreement (including the annexes), and has explained these terms according to the requirements of the Customer and the guarantor. The Customer and the guarantor have read and understood these terms, and shall strictly abide by these terms.
- 10.15 This Agreement contains the following annexes:
Annex I: Letter of Commitment on Intellectual Property Rights Compliance
Annex II: Agreement on Cargo Safety
Annex III: Personal Information Processing Terms

(End of Text)

Annex I: Commitment on Intellectual Property Rights Compliance

- (1) The Customer hereby irrevocably represents and warrants that all intellectual property rights embodied or contained in all goods consigned by the Customer to YUNEXPRESS (including YUNEXPRESS itself, its affiliates and partners, hereinafter referred to as “YUNEXPRESS”) for YUNEXPRESS’ international freight forwarding services shall not and will not infringe or violate any intellectual property rights, including but not limited to the copyright, trademark, patent, trade dress, trade name, trade secret or any other proprietary rights of any third party, and the Customer will not use the services provided by YUNEXPRESS to infringe any third party’s intellectual property rights. Otherwise, YUNEXPRESS has the right to take measures according to the seriousness of the infringement, including but not limited to stopping the delivery and returning the goods to the Customer, detaining, destroying, or transferring the goods to the law enforcement agency or the right holder for disposal, toughening the inspection of the goods consigned by the Customer, temporarily freezing the Customer’s shipment account, freezing the funds in the Customer’s top-up account, requiring the Customer to pay deposit or provide guarantee, or requiring the Customer to act in accordance with Article 5.1. If the Customer’s infringement is particularly serious, YUNEXPRESS has the right to directly close the Customer’s shipment account and all the associated shipment accounts at its discretion or rescind this Agreement unilaterally. YUNEXPRESS does not need to bear any liability to the Customer when taking the above measures, and the Customer shall bear all the losses incurred thereby.
- (2) YUNEXPRESS has the right, but not the obligation, to monitor and review the logistics information declared by the Customer, and to open the package for inspection, so as to check whether the Customer’s goods may infringe the third party’s intellectual property rights. The Customer understands and agrees that the responsibility and obligation to ensure that the goods do not infringe the intellectual property rights of third parties lies with the Customer, not YUNEXPRESS. YUNEXPRESS’ act of receiving and shipping the Customer’s goods shall not be regarded as proof of non-infringement or YUNEXPRESS’ determination of non-infringement. The Customer shall not require YUNEXPRESS to bear the losses (including but not limited to the goods being detained or confiscated by the customs of the exporting or importing country) suffered by the Customer because YUNEXPRESS fails to detect the infringement of the Customer’s goods or fails to require the Customer to declare the intellectual property status or submit relevant certificate. If YUNEXPRESS finds or has reason to suspect that the goods received by YUNEXPRESS are suspected of infringing the intellectual property rights of a third party, YUNEXPRESS will immediately notify the Customer, and YUNEXPRESS has the right to take the relevant measures listed in item (1) above.
- (3) The Customer shall defend and hold YUNEXPRESS harmless from any costs, claims, damages and liabilities of any nature and kind (collectively referred to as “damages”) caused to YUNEXPRESS due to the suspected infringement of third-party intellectual property rights by the goods consigned by the Customer. The Customer is aware that the foregoing damages may be greater than the Customer’s sales. The Customer shall compensate YUNEXPRESS for the infringement claims arising from the provision of international freight forwarding services for the Customer. If the Customer’s goods are suspected of infringement and YUNEXPRESS is therefore subject to any complaint, charge, claim, compensation or lawsuit (collectively referred to as the “claim”) made by the right holder, YUNEXPRESS will immediately notify the Customer, and YUNEXPRESS has the right to take the relevant measures listed in item (1) above. The Customer shall take effective actions and measures to exclude or exempt YUNEXPRESS from the foregoing claim. If YUNEXPRESS cannot be exempted, the Customer shall defend and hold YUNEXPRESS harmless from damages by hiring a lawyer, or provide relevant information and necessary evidence, including but not limited to the Customer’s information, contact information and shipment data, as required by YUNEXPRESS, so that YUNEXPRESS can effectively respond to the right holder’s claim. Meanwhile, the Customer shall pay deposit or provide guarantee to YUNEXPRESS or authorize YUNEXPRESS to freeze the funds in the Customer’s top-up account until such claim is fully settled. If the Customer fails to act or take effective actions and measures (including but not limited to not responding to the claim of YUNEXPRESS or the right holder, not providing or refusing to provide relevant information or evidence, or not appearing in court), thus making YUNEXPRESS have to hire a lawyer at its own expense for defense, or compensate the right holder in advance, the Customer agrees to reimburse all the expenses to YUNEXPRESS within seven (7) days after receiving the advance payment or compensation notice from YUNEXPRESS. Otherwise, YUNEXPRESS has the right to collect a late payment fine from the Customer at the rate of 0.05% per day, and has the right to exercise the lien on the Customer’s other goods to offset the amount payable. If the payment is not paid within fifteen (15) days, YUNEXPRESS has the right to unilaterally terminate this Agreement and cease all cooperation with the Customer, and the Customer shall bear all losses caused thereby. The attorney’s fee incurred by YUNEXPRESS shall be subject to the bill actually issued by the lawyer, and the amount of compensation shall be subject to the final settlement amount between YUNEXPRESS and the right holder or the amount decided by the court. The Customer has no objection to the foregoing fee, amount and late payment fine.
- (4) If the Customer believes that its goods does not infringe any intellectual property rights, or the Customer has been authorized by the right holder or other qualified right holders to use the intellectual property rights involved in the goods accused of infringement, the Customer shall provide YUNEXPRESS with all certificates of rights and other supporting materials within

three (3) working days after receiving the notice from YUNEXPRESS. YUNEXPRESS will conduct preliminary review and/or transfer the same to the right holder after receiving the certificate of rights or other supporting materials submitted by the Customer. If YUNEXPRESS or the right holder determines that the Customer has not committed infringement, YUNEXPRESS will lift the measures (if any) taken against the Customer's goods. Under special circumstances, YUNEXPRESS has the right to require the Customer to provide certain guarantee when resuming services, otherwise YUNEXPRESS has the right to refuse to provide services for the Customer. If the Customer fails to submit the corresponding evidence to YUNEXPRESS within three (3) working days or the evidence provided fails to prove its non-infringement opinion, it shall be deemed that the Customer recognizes that the Customer has no right to manufacture, use, promise to sell, sell or import or export such goods and use the intellectual property rights contained therein; YUNEXPRESS will determine the establishment of the Customer's infringement and has the right to take the relevant measures listed in item (1) above.

- (5) During the period when the Customer's goods are subject to relevant measures taken by YUNEXPRESS, YUNEXPRESS will not make any representation or warranty on the delivery and service effectiveness of the goods consigned by the Customer. The Customer shall pay YUNEXPRESS the labor costs, operation costs or service costs, etc. which shall be subject to YUNEXPRESS' further notice, incurred by YUNEXPRESS in handling the suspected infringing goods. At the same time, the Customer shall bear all the expenses and losses caused by the measures taken. If the Customer's infringement or breach of Agreement causes YUNEXPRESS to suffer actual losses, the Customer shall compensate YUNEXPRESS for such losses.
- (6) The Customer has carefully read and understood and agrees to abide by the YUNEXPRESS' Statement on Intellectual Property Protection published by YUNEXPRESS from time to time on its official website (URL: <https://www.yunexpress.cn/>)

Annex II: Agreement on Cargo Safety

In order to ensure the safety of the consignment channel and create a safe and harmonious social environment, in accordance with the relevant laws and regulations of the People's Republic of China and the relevant requirements of the national security department, the parties hereby agree as follows through negotiation:

1. The Customer and YUNEXPRESS shall abide by the relevant provisions on safe consignment in *the Anti-Terrorism Law of the People's Republic of China, the Postal Law of the People's Republic of China and the Interim Regulations on Express Delivery*.
2. When consigning packages (goods or items), the Customer shall abide by the provisions of the State on prohibited or restricted items, and shall not endanger national security, public security and the legitimate rights and interests of citizens, legal persons and other organizations through the consignment channel.
3. The Customer undertakes that the following items are not included in the articles to be consigned:
 - 3.1. Firearms (including imitations and main parts) and ammunition
 - (1) Firearms (including imitations and main parts): such as pistols, rifles, submachine guns, baton guns, air guns, hunting guns, sports guns, anesthetic guns, gauss guns, tear gas guns.
 - (2) Ammunition (including imitations): such as bullets, bombs, grenades, rocket projectiles, lighting bombs, incendiary bombs, smoke (fog) bombs, signal bombs, tear gas bombs, gas bombs, mines, antitank grenades, shells, gunpowder.
 - 3.2. Controlled apparatus
 - (1) Controlled knives: such as dagger, three-edged scraper, spring knife (switchblade) with self-locking device, other similar single-edged, double-edged, three-edged sharp knives.
 - (2) Others: such as crossbow, tear gas, tear gas gun, taser.
 - 3.3. Explosives
 - (1) Explosive materials: such as dynamite, detonator, fuse, detonating cord, blasting agent.
 - (2) Fireworks and firecrackers: such as fireworks, firecrackers, falling firecrackers, pulling firecrackers, smashing firecrackers, colored explosive bombs, black powder, pyrotechnic powder, starting paper, fuse.
 - (3) Others: such as propellants, propellant powder, nitrocellulose, electric igniters.
 - 3.4. Compressed and liquefied gases and their containers
 - (1) Flammable gases: such as hydrogen, methane, ethane, butane, natural gas, liquefied petroleum gas, ethylene, propylene, acetylene, lighter.
 - (2) Toxic gases: such as carbon monoxide, nitric oxide, chlorine.
 - (3)
 - (4) Explosive or suffocating, combustion supporting gases: such as compressed oxygen, nitrogen, helium, neon, aerosol.
 - 3.5. Flammable liquid

Such as gasoline, diesel, kerosene, tung oil, acetone, ether, paint, lacquer, benzene, alcohol, rosin oil.
 - 3.6. Inflammable solid, spontaneous combustion substance and inflammable substance when in contact with water
 - (1) Flammable solid: such as red phosphorus, sulfur, aluminum powder, flash powder, solid alcohol, matches, activated carbon.
 - (2) Spontaneous combustion substances: such as yellow phosphorus, white phosphorus, nitrocellulose (including film), titanium powder.
 - (3) Flammable substances when in contact with water: such as sodium, potassium, lithium, zinc powder, magnesium powder, calcium carbide (calcium carbide), sodium cyanide, potassium cyanide.
 - 3.7. Oxidants and peroxides

Such as permanganate, perchlorate, hydrogen oxide, sodium peroxide, potassium peroxide, lead peroxide, chlorate, bromate, nitrate, hydrogen peroxide.

3.8. Toxic substances

Such as arsenic, white arsenic, mercury, thallium, cyanide, selenium powder, phenol, mercury, highly toxic pesticides.

3.9. Biochemical products, infectious and contagious substances

Such as bacteria, anthrax, parasites, excrement, medical waste, bones, animal organs, limbs, unprocessed animal skin and animal bone.

3.10. Radioactive substances

Such as uranium, cobalt, radium, plutonium.

3.11. Corrosive substances

Such as sulfuric acid, nitric acid, hydrochloric acid, battery, sodium hydroxide, potassium hydroxide.

3.12. Drugs and tools for drug abuse, narcotic drugs and psychotropic substances for improper use, precursor chemicals for improper use

- (1) Drugs, narcotic drugs and psychotropic substances: such as opium (including poppy shells, flowers, bracts and leaves), morphine, heroin, cocaine, marijuana, methamphetamine (ice), ketamine, methadone, amphetamine, caffeine.
- (2) Precursor chemicals: such as piperonal, safrole, safrole oil, ephedrine, pseudoephedrine, hydroxyimine, o-ketone, phenylacetic acid, bromophenylacetone, acetic anhydride, toluene, acetone.
- (3) Tools for drug abuse: such as curling.

3.13. Illegal publications, printed materials, audio-visual products and other publicity materials

Such as books, publications, pictures, photos, audio-visual products that contain reactionary, inciting national hatred, undermining national unity, undermining social stability, promoting cults, religious extreme ideas, or obscenity.

3.14. Special equipment for spy

Such as hidden eavesdropping equipment, special equipment for secretly shooting, burst transceiver, one-time password book, steganography tools, electronic monitoring and interception equipment used to obtain intelligence.

3.15. Illegal forged items

Such as forged or altered currency, certificate, official seal.

3.16. Items that infringe intellectual property rights and are counterfeit

- (1) Items that infringe intellectual property rights: such as books and audio-visual products that infringe patents, trademarks or copyrights.
- (2) Fake and shoddy products: such as fake and shoddy food, medicine, children's products, electronic products, cosmetics, textiles.

3.17. Endangered wild animals and their products

Such as ivory, tiger bone, rhino horn and their products.

3.18. Items prohibited for border entry and exit

Foods, medicines or other items that are harmful to the health of humans and animals, come from the epidemic area and can transmit diseases; the documents, materials and other items that involve state secrets.

3.19. Other items

The items specified by *the List of Dangerous Chemicals*, *the Name List of Civil Explosives*, *the List of Explosive Prone Chemicals*, *the Classification and Variety List of Precursor Chemicals*, *the List of Items Prohibited for Entry and Exit of the People's Republic of China*, Class I and Class II pathogenic microorganisms specified by *the List of Pathogenic*

Microorganisms Associated with Infection in Humans, as well as other items prohibited to be consigned by the laws, administrative regulations, the State Council and relevant departments of the State Council.

4. When the Customer submits logistics orders in YUNEXPRESS' information system, it shall truthfully fill in the order details sheet, including the name and address of the sender, the recipient, and the name, category, quantity and weight of the items to be consigned.
5. YUNEXPRESS has the right to require the Customer to inspect the items to be consigned on the spot, check whether they are prohibited or restricted by the State, and whether the name, category, quantity and weight of the goods are consistent with the logistics order. **YUNEXPRESS can open the package and inspect the goods consigned by the Customer in proportion according to the requirements of laws and regulations or regulatory authorities. If the Customer is required to provide relevant written certificates according to the national regulations and the requirements of YUNEXPRESS, the Customer is obliged to provide the original certificate. Upon confirmation, YUNEXPRESS will accept the Customer's entrustment for delivery. If the Customer refuses to conduct the inspection, truthfully fill in the logistics order or provide relevant written certificates, YUNEXPRESS may refuse to accept the Customer's entrustment for delivery.**
6. If YUNEXPRESS finds the above-mentioned items or suspected items in the received packages, it can stop forwarding and delivering such packages. YUNEXPRESS has the right to immediately report to the relevant departments and cooperate with them in handling the items that need to be confiscated or destroyed according to the law. YUNEXPRESS will returns to the Customer or contact the Customer for proper disposal of the prohibited items that have been received but need not be confiscated or destroyed, and the items other than the prohibited items under the same investigation.
7. If YUNEXPRESS determines that the items consigned by the Customer are prohibited or restricted by the State, YUNEXPRESS has the right to reject or return the items to the Customer, and reserves the right to unilaterally terminate this Agreement. YUNEXPRESS shall not be liable to the Customer for exercising the foregoing rights. If the Customer disagrees with the determination of YUNEXPRESS, it can provide written evidence to prove that the items consigned by the Customer are not prohibited or restricted by the State.
8. If the Customer, in violation of regulations, consigns items prohibited by the State or items prohibited or restricted by the State for export, and is investigated and dealt with by relevant state departments, the Customer shall bear corresponding legal liabilities. If any damage is caused to YUNEXPRESS or other third parties, the Customer shall be liable for compensation according to the law.

Annex III: Personal Information Processing Terms

In order to perform the services under this Agreement, YUNEXPRESS must obtain certain information from the Customer, including but not limited to the personal information (name, contact address and telephone number) of the sender and the recipient. YUNEXPRESS attaches great importance to the personal information security and compliance, and undertakes to take appropriate security measures in accordance with the applicable laws and regulations and make commercially reasonable efforts to protect the personal information provided by the Customer. Therefore, the Customer and YUNEXPRESS agree to process the personal information in accordance with the Personal Information Processing Terms (hereinafter referred to as the “Terms”).

The Terms shall be incorporated into and constitute a part of this Agreement.

1. The Role of the Parties and the Purpose of Data Processing

- 1.1. When YUNEXPRESS provides the Customer with cross-border logistics services under this Agreement and collects the personal information of relevant data subjects (including but not limited to the sender and the recipient), **the role of YUNEXPRESS is data processor and the role of the Customer is data controller. The Customer determines the purpose and method of collecting, using and processing the personal information of the data subject, while YUNEXPRESS processes the personal information according to the Customer’s instructions.**
- 1.2. The scenario, purpose, data type and data subject of YUNEXPRESS processing the personal information are shown in Article 9 of the Terms. **YUNEXPRESS will not process the personal information beyond the purpose of this Agreement and the Terms and the legitimate instructions of the Customer, unless otherwise required by this Agreement or agreed by the Customer.**

2. Obligations of the Customer

- 2.1. The Customer undertakes to collect, use, process, store or transmit the personal information provided to YUNEXPRESS’ data subjects under the Terms in strict accordance with applicable laws and regulations, including but not limited to *the EU General Data Protection Regulation* (hereinafter referred to as the “GDPR”) and *the California Consumer Privacy Act* (hereinafter referred to as the “CCPA”), and to only provide lawful instructions to YUNEXPRESS. The Customer must comply with the laws and regulations on personal information and privacy protection in the country where the data subject is located and the country where the Customer provides goods or services.
- 2.2. **The Customer shall warrant that the personal information source of the relevant data subject provided to YUNEXPRESS is legal, and the Customer’s processing of the personal information of the data subject has a legal basis, including but not limited to having obtained the reasonable consent of the data subject or meeting other requirements of the applicable laws and regulations.**
- 2.3. **The Customer shall warrant that the personal information provided to YUNEXPRESS and the personal information processing instructions issued to YUNEXPRESS will neither violate the applicable laws and regulations or the relevant agreements between YUNEXPRESS and the data subject, nor infringe the legitimate rights of any third party.**
- 2.4. The Customer has reasonably informed the data subject of the purpose of processing his/her personal information and may transmit his/her personal information beyond the European Economic Area. **The Customer warrants that if it is necessary to transmit the personal information of the data subject obtained by the Customer beyond the European Economic Area, the transmission shall be conducted in full accordance with the requirements of EU laws and regulations.**
- 2.5. The Customer has taken reasonable measures to ensure that the personal information is accurate, complete and up-to-date, and is appropriate, relevant and necessary for the purpose of processing. The Customer shall not keep the personal information longer than necessary for the purpose of processing, unless otherwise required or permitted by the applicable laws.
- 2.6. In the process of processing the personal information, the Customer shall take reasonable technical means and organizational measures to avoid unauthorized processing or illegal processing of data and accidental damage or loss of data, including but not limited to appointing a data compliance officer, recording the data processing process, complying with the design protection and default protection principles of data processing, conducting a data protection impact assessment and making a prior consultation with competent authorities.

- 2.7. The Customer shall actively respond to the data subject's request to exercise their following rights: the right to access, the right to correction, the right to be forgotten, the right to data portability, the right to restriction of data processing, the right to object processing and the right to withdraw consent.
- 2.8. The Customer shall actively procure their staff, employees and agents to comply with their responsibilities and obligations under the data protection laws and regulations.

3. Obligations of YUNEXPRESS

- 3.1. YUNEXPRESS warrants that it will only process the personal information in accordance with the lawful and written instructions of the Customer. Except for performing its obligations under this Agreement, YUNEXPRESS will not use the personal information for other purposes, except with the prior written consent of the Customer and the data subject.
- 3.2. YUNEXPRESS shall comply with and procure its affiliates, employees, agents and Subcontractors to comply with the laws and regulations on personal information processing, including but not limited to *the Criminal Law of the People's Republic of China, the Network Security Law, the Data Security Law, the Personal Information Protection Law, the Personal Information Cross-border Transfer Security Assessment Measures, the GDPR and the CCPA*.
- 3.3. YUNEXPRESS shall cooperate with and assist the Customer in fulfilling their compliance obligations as the data controller in respect of data protection, and assist corresponding data subjects of the Customer to implement requests for relevant rights.
- 3.4. YUNEXPRESS shall, in accordance with the applicable laws and regulations, take commercially reasonable measures to protect the personal information it receives from the Customer, to avoid unauthorized or illegal processing of such personal information, and to avoid accidental damage or loss of data. In case of data security incidents, YUNEXPRESS shall give timely feedback to the Customer.
- 3.5. When this Agreement is terminated or the Customer requests YUNEXPRESS to erase or return the personal information, YUNEXPRESS shall erase, anonymize or destroy the personal information according to the Customer's requirements.

4. Cross-border Data Transmission

- 4.1. In order to fulfill its obligations under this Agreement, **the Customer authorizes (and the Customer confirms that it has obtained the written consent of the data subject) YUNEXPRESS to transfer the personal information from the People's Republic of China to other countries**, including but not limited to the transit country and the country where the data subject is located. In the process of data transmission, YUNEXPRESS shall comply with the requirements of relevant laws of the People's Republic of China on cross-border data transfer, and shall provide assessment, filing and protection measures for cross-border data transfer in accordance with the requirements of laws and regulations.

5. Processing by Third Parties

- 5.1. **The Customer agrees that YUNEXPRESS may delegate its obligations under this Agreement to internal and external third parties, and transfer the personal information to third parties for processing.** As a sub-processor, the third party has the right to process the personal information, and the list of sub-processors is detailed in Article 10 of the Terms. YUNEXPRESS undertakes that in order to fulfill its obligations under this Agreement, it shall perform the following obligations:
 - 5.1.1. With respect to the personal information processing and transmission, sign a written agreement with the sub-processor to clarify the Customer's protection requirements for personal information to the sub-processor, and require the sub-processor to process the personal information according to the protection level and standards not lower than those of YUNEXPRESS and the requirements of applicable laws and regulations.
 - 5.1.2. YUNEXPRESS shall be liable to the Customer regarding the obligations of its sub-processor.
 - 5.1.3. If YUNEXPRESS changes or replaces the sub-processor, it shall notify the Customer in time, and the Customer has the right to reject such change or rescind this Agreement after receiving the notice, unless the change or replacement of the sub-processor is necessary for the performance of this Agreement.

6. Data Processing Security, Confidentiality and Data Leakage

- 6.1. The Customer and YUNEXPRESS shall establish a proper data security management system, and take reasonable technical and management measures to ensure the security level commensurate with the risk, including but not limited to: (1) anonymize and encrypt the personal information; (2) maintain the confidentiality, impartiality, effectiveness and repeated recovery ability of the processing system and services; (3) be able to recover the access to personal information when suffering from physical or technical events; (4) have a routine process to test, assess and evaluate the effectiveness of technology and management measures to ensure the processing security. When assessing the appropriate protection level, full consideration should be given to the latest technology, implementation cost, the nature, scope, environment and purpose of processing personal information, as well as the possibility and severity of damage to the rights and freedom of data subjects caused by processing. When assessing the appropriate security level, special consideration should be given to the risks brought about by processing, especially the accidental or illegal destruction, loss, tampering, unauthorized disclosure or access of personal information in the process of transmission, storage or processing.
- 6.2. The Customer and YUNEXPRESS must take measures to ensure that any individual who has access to their personal information shall assume appropriate Contractual or statutory confidentiality obligations, and shall process the personal information in accordance with the instructions of the data controller.
- 6.3. In the event of personal information leakage, either the Customer or YUNEXPRESS shall inform the other party of the personal information leakage in a timely manner but not later than 72 hours. Either party shall provide reasonable assistance to the other party to enable the other party to comply with the reporting and notification obligations of personal information leakage stipulated by the applicable laws and regulations.
- 6.4. The Customer and YUNEXPRESS will use their best efforts to reach an agreement on whether and how to notify the personal information leakage, and must record all personal information leakage events and behaviors, including the facts related to personal information leakage, the impact caused and the remedial measures taken.

7. Data Processing Review

- 7.1. At the written request of the Customer, YUNEXPRESS shall cooperate with and assist the Customer in the security review and evaluation of data protection.

8. Distribution of Liabilities

- 8.1. On the premise of not violating the relevant provisions of the Terms, both parties agree that with respect to the processing of the data subject's personal information in violation of the applicable laws and regulations, the parties shall bear the liabilities according to the following agreement:
 - 8.1.1. The Customer shall be liable to the data subject for the damages caused by the processing of personal information in violation of the Terms or the applicable laws and regulations;
 - 8.1.2. YUNEXPRESS, if acts as a processor, will only be liable for the damages caused by the processing if it goes beyond the lawful instructions of the Customer or the purpose of data processing. If YUNEXPRESS proves that it commits no fault, YUNEXPRESS will be exempted from any liability arising therefrom.
- 8.2. If the Customer and YUNEXPRESS participate in the same processing and are liable for any damages caused thereby, the Customer and YUNEXPRESS may be liable for all damages to ensure proper compensation for the data subject. If YUNEXPRESS makes full compensation for the damage, it has the right to recover the part of compensation that should be borne by the Customer from the Customer.

9. Personal Information Scope and Data Subject

- 9.1. Scope and purpose of YUNEXPRESS' personal information processing

Cargo collection, scanning, sorting, operation, domestic transit, international air transportation, export declaration and customs clearance at destination country, overseas transit, last mile delivery. The purpose of processing the personal information is to deliver the goods to the recipient according to the Customer's requirements.

9.2. Types of personal information

The personal information processed by YUNEXPRESS includes but is not limited to:

- Name
- Address
- Phone number

9.3. Data subject

9.4. The personal information of the following data subjects will be processed:

- Sender
- Recipient

10. The list of sub-processors

Sub-processor Type	Role
Domestic logistics subcontractors or freight forwarding companies	Provide assistance in the logistics process
Domestic customs brokers	Handle the export declaration
Domestic truck companies	Complete the domestic transit
Airlines or shipping companies	Complete the international trunk line transportation
Overseas customs brokers	Handle the customs clearance at destination country
Overseas truck companies	Complete the overseas transit
Overseas express companies	Complete the last mile delivery