

APPLE ASIA LLC, TAIWAN BRANCH
PURCHASE AGREEMENT
PURCHASE ORDER TERMS AND CONDITIONS

THIS PURCHASE AGREEMENT (the "**Agreement**") sets forth the terms and conditions that apply to all purchases of goods and services by Apple from Seller by means of a purchase order (a "**PO**") issued by Apple to Seller. As used in this Agreement, "**Seller**" means the entity identified on the face of a PO as "Seller" and its subsidiaries and affiliates, and "**Apple**" means Apple Asia LLC, Taiwan Branch. Seller and Apple hereby agree as follows:

1. **SERVICES & DELIVERABLES.** Seller agrees to perform the services ("**Services**") and/or provide the software (including all updates, revisions, error corrections, and subsequent versions thereof, "**Software**"), materials, equipment, hardware, goods or deliverables described in a PO (collectively referred to as "**Goods**"), in accordance with the terms and conditions in this Agreement and the terms and conditions on the face of the PO, which terms are incorporated herein by reference. Upon acceptance of a PO, shipment of Goods or commencement of Services, Seller shall be bound by the provisions of this Agreement, whether Seller acknowledges or otherwise signs this Agreement or the PO, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services. A PO does not constitute a firm offer and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded, or otherwise altered, except by a writing signed by an authorized Apple representative. Any terms or conditions contained in any acknowledgment, invoice, or other communication of Seller which are inconsistent with the terms and conditions of this Agreement, are hereby rejected. To the extent that a PO might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof, and shipment of the Goods or beginning performance of any Services by Seller shall constitute such assent. Apple hereby reserves the right to reschedule any delivery or cancel any PO issued at any time prior to shipment of the Goods or prior to commencement of any Services. Apple shall not be subject to any charges or other fees as a result of such cancellation. All shrink-wrap, click-wrap, browse-wrap, and similar terms accompanying any Software, and any online terms of use, terms of service, or similar terms relating to Services, are expressly rejected by Apple and are null and void. The terms of this Agreement shall prevail over all other such terms and conditions.

2. **DELIVERY.** Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier, and to the place specified on the face of the applicable PO. Apple reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of transportation by land or sea. If no carrier is specified in the PO, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Goods within the time specified, Apple may, at its option, decline to accept the Goods and cancel the PO without liability or may demand its allocable fair share of Seller's available Goods and cancel the balance of the PO without liability. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. Apple's PO number must appear on all shipping containers, packing sheets, delivery tickets, and bills of lading. Seller will clearly identify the country of origin of all Goods delivered and will indemnify Apple with respect to any expenses, duties, penalties, damages, settlements, costs or attorney's fees incurred by Apple in connection with Seller's failure to identify or misidentification of the country of origin.

3. **IDENTIFICATION, RISK OF LOSS, & DESTRUCTION OF GOODS.** Identification of the Goods shall occur in accordance with applicable laws and regulations. Seller assumes all risk of loss until title transfers to Apple. Title to the Goods shall pass to Apple upon receipt by it of the Goods at the designated destination; provided, however, that if the designated destination is a warehouse operated by Seller or a third-party on Seller's behalf (a "**Hub**"), even if located on Apple's premises, receipt by Apple shall occur, and risk of loss and title shall transfer to Apple, when they are physically delivered to Apple and withdrawn from the Hub. If the Goods ordered are destroyed prior to title passing to Apple, Apple may at its option cancel the applicable PO without liability or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, Apple shall have the right to require delivery of the Goods not destroyed.

4. **PAYMENT.**

4.1. As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to Apple as provided in this Agreement, Apple shall pay Seller (i) the amount agreed upon and specified in the applicable PO, or (ii) Seller's quoted price on date of shipment (for Goods), or the date Services were started (for Services), whichever is lower; provided, however, that if the designated destination for Goods is a Hub Apple shall pay Seller (a) the amount agreed upon and specified in the applicable PO, or (b) Seller's quoted price on the date such Goods are physically delivered to Apple and withdrawn from the Hub, whichever is lower. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts, and government-imposed surcharges shall be stated separately on Seller's invoice. Payment by Apple is made via electronic funds transfer or other reasonable means as dictated by Apple. Payment shall not constitute acceptance. All duties and taxes assessable upon the Goods prior to receipt by Apple of Goods conforming to the PO shall be borne by Seller. Seller shall invoice Apple for all Goods delivered and all Services actually performed. Each invoice submitted by Seller must be provided to Apple within ninety (90) days of completion of the Services or delivery of Goods and must reference the applicable PO, and Apple reserves the right to return all incorrect invoices. Apple will receive a 2% discount of the invoiced amount for all invoices that are submitted more than ninety (90) days after completion of the Services or delivery of the Goods. Unless otherwise specified on the face of a PO, Apple shall pay the invoiced amount within forty-five (45) days after receipt of a correct invoice. Seller will receive no royalty or other remuneration on the production or distribution of any products developed by Apple or Seller in connection with or based on the Goods or Services provided.

4.2. If Apple disputes the accuracy of an invoice (a "**Billing Dispute**"), Apple will not later than thirty (30) days following the date of receipt of such invoice, notify Seller in writing of the nature of the Billing Dispute. Apple may withhold payment of the disputed amount and such payment will not be considered past due during Seller's investigation. Seller will make commercially reasonable efforts to completely resolve the Billing Dispute within thirty (30) days following the date on which Seller received Apple's initial billing inquiry. If the parties are unable to resolve the Billing Dispute within such thirty (30) day period, it will be resolved pursuant to Section 28 below.

4.3. Seller shall maintain written or electronic records reflecting the basis for any charges billed in connection with a PO for five (5) years after Seller's receipt of Apple's final payment with respect to the PO. Apple shall have the right, but not the obligation, at any time or from time to time, during regular business hours, upon not less than twenty-four (24) hours notice to Seller, to inspect, audit or examine Seller's operations, records, systems and facilities to determine Seller's and any sub-contractor's compliance with the PO and the basis for any amounts billed to Apple. Any such inspection, examination, and/or audit shall not (i) relieve Seller of any obligation, responsibility or liability, or (ii) constitute Apple's approval of or consent to any actions undertaken or methods, systems and/or procedures used by Seller. Any inspection, examination and/or audit that Apple may perform shall be for Apple's sole benefit. If any such audit discloses any overcharges, Seller shall, on demand, pay Apple the amount of such overcharges, together with interest on such overcharges at the rate of ten percent (10%) per annum, or the maximum amount allowed by law, whichever is less, from the date of each such overcharge, until reimbursed to Apple. If any such audit discloses overcharges, in addition to any amounts to which Apple may be entitled, Seller shall, on demand, reimburse Apple for all costs and expenses incurred by Apple in connection with such audit.

5. WARRANTIES.

5.1. Services. Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good, and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and any statements of work signed by an authorized representative of Apple and shall be correct and appropriate for the purposes stated therein. Seller represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.

5.2. Goods. Seller warrants that it has good and transferable title to the Goods and that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from all defects and shall conform to all applicable specifications and any statements of work signed by an authorized representative of Apple for a period of fifteen (15) months from the date of delivery to Apple or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Seller hereby agrees that it will make spare parts available to Apple for a period of seven (7) years from the date of shipment at Seller's then current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller's agents, and

to all warranties provided for by applicable laws. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to Apple Seller's standard warranty and service guaranty applicable to the Goods. All warranties shall run both to Apple and to its customers. If Apple identifies a warranty problem with the Goods during the warranty period, Apple will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at Apple's option, either repair or replace such Goods, or credit Apple's account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

6. INSPECTION. Apple shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity to the PO and applicable specifications and any statements of work signed by an authorized representative of Apple, and Goods received prior to inspection shall not be deemed accepted until Apple has run adequate tests to determine whether the Goods conform thereto. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform with the provisions hereof, Apple shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect and risk of loss will pass to Seller upon Apple's delivery to the common carrier.

7. INDEPENDENT CONTRACTOR. Apple is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind Apple by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("**Seller Parties**") are agents or employees of Apple, and therefore are not entitled to any employee benefits of Apple, including but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment. Apple may require a background check of any of Seller Parties who perform Services on Apple premises, and Seller hereby agrees to conduct such investigation in accordance with background check standards to be provided by Apple, and shall at all times comply with all laws and regulations applicable to background investigations. Apple shall keep the results of any such investigation confidential, and provide such information only to those persons with a business need to know, or as required by applicable law. Seller Parties shall observe the working rules of all Apple premises when on such premises. Apple reserves the right to prohibit any Seller Parties from performing Services on Apple's premises.

8. SELLER RESPONSIBLE FOR TAXES AND RECORDS. Seller shall be liable for any applicable income taxes, levies, duties, costs, charges, withholdings, deductions or any charges of equivalent effect imposed on, or in respect of the Goods or Services provided by Seller to Apple under this Agreement. Where applicable, Seller will charge Apple sales tax, excise tax, use tax, value added tax ("**VAT**"), goods and services tax ("**GST**"), consumption tax, or equivalent type charges (hereinafter "**Transaction Taxes**") that are owed by Apple solely as a result of the Goods or Services provided by Seller to Apple under this Agreement and which are required or permitted to be collected from Apple by Seller under applicable law. If Apple provides Seller with a valid exemption certificate, Seller shall not collect the Transaction Taxes covered by such certificate. All charges will be supported by valid tax invoices provided by Seller to Apple consistent with the relevant jurisdiction. Where any relevant taxation authority imposes any income tax on the payment for Goods or Services by Apple to Seller and requires Apple to withhold such tax ("**Withholding Tax**"), Apple may deduct such Withholding Tax from the payment to Seller and remit such Withholding Tax to the relevant taxing authority on behalf of Seller. The determination of the applicability of a Withholding Tax is at Apple's sole discretion. In the event a reduced Withholding Tax rate may apply on payments to Seller, Seller shall furnish to Apple as soon as practicable all documentation necessary to evidence the qualifications for the reduced rate of Withholding Tax. If the necessary documentation is not provided in a timely fashion before payment, the reduced Withholding Tax rate will not apply and any payments to Seller shall be subject to the full rate of Withholding Tax. Upon reasonable request by Seller, Apple shall furnish Seller with tax receipts or other documentation evidencing the payment of such Withholding Tax when available. Seller shall be solely responsible for filing the appropriate tax forms and paying all taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement. Upon request, Seller shall provide Apple with any other necessary tax documentation. Where applicable, a non-U.S. Seller shall note, on each invoice issued to Apple under this Agreement, the amount of Services performed, or Goods provided by Seller within the United States, if any. Seller further agrees to provide Apple with reasonable assistance in the event of a government audit.

9. INSURANCE. Seller shall be solely responsible for maintaining and requiring Seller Parties to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's and Seller Parties' trades or businesses, whichever affords greater coverage. Upon request, Seller shall provide Apple with certificates of insurance or evidence of coverage before commencing performance under this Agreement. Seller shall provide adequate coverage for any Apple property under the care, custody or control of Seller or Seller Parties.

10. INDEMNITY. Seller shall indemnify, hold harmless, and at Apple's request, defend Apple, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses, and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided pursuant to a PO, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean up costs, (ii) Seller failing to satisfy the applicable laws and regulations for an independent contractor, (iii) any claim based on the negligence, omissions, or willful misconduct of Seller or any of Seller Parties, (iv) Seller failing to satisfy its obligations with regard to the protection of Confidential Data as described in Section 11 below, (v) Seller failing to comply with a requirement of applicable law, and (vi) any claim by a third party against Apple alleging that the Goods or Services, the results of such Services, or any other products or processes provided pursuant to a PO, infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other products, software, or processes. Seller shall not settle any such suit or claim without Apple's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by Apple in enforcing this indemnity, including attorneys' fees. Should the use of any Goods or Services by Apple, its distributors, subcontractors, or customers be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for Apple, its distributors, subcontractors, or customers the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

11. CONFIDENTIALITY; PERSONAL DATA; DATA SECURITY.

11.1 Confidentiality. Seller may acquire knowledge of Apple Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Apple Confidential Information in confidence during and following termination or expiration of this Agreement. "**Apple Confidential Information**" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined in Section 12, below), and other material or information considered proprietary by Apple relating to the current or anticipated business or affairs of Apple which is disclosed directly or indirectly to Seller. In addition, Apple Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to Apple. Apple Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before Apple disclosed it to Seller, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller, (iii) which Seller developed independently without use of the Apple Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Apple Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to Apple of such requirement prior to disclosure. Seller agrees not to copy, alter, or directly or indirectly disclose any Apple Confidential Information. Additionally, Seller agrees to limit its internal distribution of Apple Confidential Information to Seller Parties who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller Parties of nondisclosure agreements with provisions substantially similar to those set forth in this Agreement. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Apple Confidential Information. Seller further agrees not to use the Apple Confidential Information except in the course of performing hereunder and will not use such Apple Confidential Information for its own benefit or for the benefit of any third party. The mingling of the Apple Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products incorporating Apple Confidential Information without Apple's express written consent in each instance. All

Apple Confidential Information is and shall remain Apple property. Upon Apple's written request or the termination of this Agreement, Seller shall return, transfer, or assign to Apple all Apple Confidential Information, including all Work Product.

11.2 Protection of Personal Data. As a result of this Agreement, Seller and Seller Parties may obtain certain information relating to identified or identifiable individuals ("**Personal Data**"), including but not limited to, from Apple on Apple's or its affiliate(s)' behalf and/or from Apple affiliates located in any jurisdiction. Seller shall have no right, title or interest in Personal Data obtained by it as a result of this Agreement. The details of the type of Personal Data and categories of data subjects shall be determined in a PO, statements of work or other contractual instruments executed in connection with this Agreement.

Seller may only disclose Personal Data to third parties (including Seller Parties), who have a need to know and have signed agreements that require them to protect Personal Data in the same manner as detailed in this Agreement. Seller shall not engage any third party to perform any portion of the Services if such party may obtain or otherwise process Personal Data, without Apple's prior written consent. Notwithstanding such consent, Seller shall not be relieved of any obligations under this Section and shall remain solely liable to Apple if the third party fails to fulfil its obligations with respect to Personal Data.

Seller and Seller Parties shall: (i) comply with Apple's or its affiliate's reasonable instructions regarding Personal Data, unless otherwise required by applicable law, in which case, Seller shall promptly notify Apple of the applicable legal requirement before processing Personal Data, unless such applicable legal requirement prohibits such notification for public interest reasons; (ii) immediately inform Apple if, in its opinion, an instruction from Apple infringes Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 or other applicable data protection laws; (iii) collect, access, maintain, use, process and transfer Personal Data solely for the purpose of performing Seller's obligations under this Agreement; (iv) comply with all applicable laws, regulations and international accords or treaties pertaining to Personal Data; (v) take all appropriate legal, organizational and technical measures to protect against unlawful and unauthorized processing of Personal Data; and (vi) promptly notify Apple's Privacy Counsel at privacy_notifications@apple.com if it receives any requests from an individual with respect to Personal Data, including but not limited to, "opt-out" specifications, information access requests, information rectification requests and all like requests. Seller shall work with Apple to promptly and effectively handle such requests with respect to Personal Data, and only respond to any such requests if expressly authorized to do so by Apple.

If Personal Data is transferred from the European Economic Area or Switzerland to or by Seller and/or Seller Parties, as processor and/or sub-processor, to a jurisdiction which the European Commission or, where relevant, the Swiss Federal Data Protection and Information Commissioner, have not determined as ensuring an adequate level of protection of personal data, then Seller shall either: (a) subscribe to the appropriate legal instruments for the international transfer of data (such as the EU-U.S. Privacy Shield Framework); or (b) execute: (1) the Standard Contractual Clauses as approved by the European Commission; and (2) where relevant, the Swiss Transborder Data Flow Agreement; or (c) execute mutually agreeable contractual instruments or Binding Corporate Rules (BCR) as such BCR are approved by the relevant supervisory authority.

Seller shall be liable for the damage caused to any individual as a result of Seller's processing of Personal Data, where Seller has not complied with its obligations under this Section or any applicable laws, regulations and international accords or treaties pertaining to Personal Data, or where it has acted outside or contrary to lawful instructions from Apple.

11.3 Data Security. Seller shall take all appropriate legal, organizational and technical measures to protect against unlawful and unauthorized processing of Personal Data or Apple Confidential Information ("**Confidential Data**"). Seller shall maintain reasonable operating standards and security procedures, and shall use its best efforts to secure Confidential Data through the use of appropriate physical and logical security measures including, but not limited to, appropriate network security and encryption technologies, and the use of reasonable user identification or password control requirements, including multiple-factor authentication, strong passwords, session time-outs, and other security procedures as may be issued from time to time by Apple. If requested by Apple at any time during the term of this Agreement, Seller shall provide Apple with a copy of Seller's then current security policy. Seller shall promptly notify Apple if Seller knows or has reason to believe there has been any misuse, compromise, loss, or unauthorized disclosure

or acquisition of, or access to, Confidential Data ("**Information Security Breach**"). Upon any discovery of an Information Security Breach, Seller will investigate, remediate, and mitigate the effects of the Information Security Breach, and provide Apple with assurances reasonably satisfactory to Apple that such Information Security Breach will not recur. Seller shall provide at Apple's request information related to any such Information Security Breach, including but not limited to, vulnerabilities or flaws, start or end date, date of discovery, and specific actions taken to contain and/or mitigate. If any Information Security Breach occurs as a result of an act or omission of Seller or Seller Parties, Seller will, at Seller's sole expense, undertake remedial measures (including notice, credit monitoring services, fraud insurance and the establishment of a call center to respond to customer inquiries) in accordance with Apple's instructions.

11.4 Assistance. Seller shall provide Apple with reasonable assistance and support and shall act solely at Apple's direction in (i) responding to an investigation or cooperation request by a data protection regulator or similar authority; (ii) providing notice of an Information Security Breach to any third party where required or requested by Apple; (iii) conducting legally required privacy, security, or data protection impact assessments; and (iv) consulting with the relevant authorities when required in relation to such impact assessments.

11.5 Return or Destruction of Confidential Data. Upon termination of this Agreement for any reason, Seller shall promptly contact Apple for instructions regarding the return, destruction or other appropriate action with regard to Confidential Data. Upon termination of this Agreement for any reason, or at any time at the request of Apple, Seller shall: (i) return all Confidential Data to Apple, including but not limited to all paper and electronic files, materials, documentation, notes, plans, drawings, and all copies thereof, and ensure that all electronic copies of such Confidential Data are deleted from Seller's (and where applicable, its Subcontractors') systems; or (ii) if requested by Apple in writing, promptly destroy, delete and render unrecoverable all tangible and electronic instances of Confidential Data from Seller's (and where applicable, its Subcontractors') systems, all in accordance with the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitization. If requested by Apple, Seller shall provide Apple with written confirmation of its compliance with the requirements of this Section.

11.6 Notification of Non-Compliance. If Seller is unable to comply with the obligations stated in this Section, Seller shall promptly notify Apple, and Apple may take any one or more of the following actions: (i) suspend the transfer of Confidential Data to Seller; (ii) require Seller to cease processing Confidential Data; (iii) demand the secure return or destruction of Confidential Data; and/or (iv) immediately terminate this Agreement.

11.7 Seller shall make available to Apple all information necessary to demonstrate compliance with the obligations of this Section and all applicable laws, regulations and international accords or treaties pertaining to Personal Data; and acknowledges and agrees that Apple or an Apple-appointed third-party (collectively, "Monitor") has the right, for the purpose of verifying compliance with the requirements of this Section, to review the systems, records and/or facilities of Seller and Seller's subcontractors and affiliates that provide goods and/or services related to or involving the processing, transport or storage of Confidential Data. Apple will announce its intent to review Seller in accordance with this Section by providing at least five (5) business days' notice to Seller. Seller will provide Monitor with access to its site, systems and records as reasonably necessary to assess compliance with the requirements of this Section. At Apple's reasonable request, Seller will provide Monitor with a personal site guide while on-site. Seller will make available to Monitor, for in-person or phone interviews, any Seller employees and/or contractors for the provision of information and cooperation related to the verification hereunder. Such verification will be at Apple's expense, unless it reveals material non-compliance with the requirements of this Section, in which case the cost will be borne by Seller.

12. OWNERSHIP OF WORK PRODUCT. For purposes of this Agreement, "**Work Product**" includes, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, Service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, information and materials made, conceived, or developed by Seller, alone or with others, which result from or relate to the Services performed pursuant to a PO, and all copies thereof. Standard Goods manufactured by Seller and sold to Apple without having been designed, customized, or modified for Apple do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of Apple. Seller hereby agrees to irrevocably assign and transfer to Apple and does hereby assign and transfer to Apple all of its worldwide right, title, and interest in and to the Work Product including all associated intellectual property rights. Apple will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark

in its own name, or to follow any other procedure that Apple deems appropriate. Seller agrees: (a) to disclose promptly in writing to Apple all Work Product in its possession; (b) to assist Apple in every reasonable way, at Apple's expense, to secure, perfect, register, apply for, maintain, and defend for Apple's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in Apple's name as it deems appropriate; and (c) to otherwise treat all Work Product as Apple Confidential Information as described above. These obligations to disclose, assist, execute, and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by Apple to Seller shall remain the sole property of Apple. Seller will ensure that Seller Parties appropriately waive any and all claims and assign to Apple any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against Apple or its direct or indirect customers, assignees, or licensees any claim of any intellectual property rights of Seller affecting the Work Product. Apple will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities, or trade secret or Apple Confidential Information, unless (i) such works relate to Apple's business, or Apple's actual or demonstrably anticipated research or development, or (ii) such works result from any Services performed by Seller for Apple.

13. ANTI-CORRUPTION.

13.1 Seller shall comply with, and shall ensure that all Seller Parties comply with Apple's Anti-Corruption Policy as posted on Apple's public website, and with all applicable laws and regulations enacted to combat bribery and corruption, including the United States Foreign Corrupt Practices Act, the UK Bribery Act, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials, and any corresponding laws of all countries where business or services will be conducted or performed pursuant to this Agreement. Seller shall not, and shall ensure that Seller Parties do not, either directly or indirectly, pay, offer, promise to pay, or give anything of value (including any amounts paid or credited by Apple to Seller) to any person including an employee or official of a government, government controlled enterprise or company, or political party, with the reasonable knowledge that it will be used for the purpose of obtaining any improper benefit or to improperly influence any act or decision by such person or for the purpose of obtaining, retaining, or directing business. Any amounts paid by Apple to Seller or Seller Parties pursuant to the terms of this Agreement will be for services actually rendered, or products sold, in accordance with the terms of this Agreement. Seller shall not, and shall ensure that Seller Parties do not, offer or accept bribes or kickbacks in any form.

13.2 Disclosure of Government Related Parties. Seller and Seller Parties represents and warrants that they have, to the best of the Seller's and Seller's Affiliate's knowledge and to the extent permitted by law, provided Apple with complete and accurate information regarding any majority owner, partner, officer, director, manager of Seller or Seller Parties, or any other party who is authorized to conduct business on behalf of Seller or Seller Parties (collectively, "**Seller Authorized Parties**") that is, has been or will become, an official or employee of a governmental entity or political party or a candidate for political office (each, a "**Government Related Party**"). If at any time during the term of this Agreement, Seller or Seller Parties becomes aware, or otherwise has reason to believe, that any Seller Authorized Party is, has been or will become, a Government Related Party, then, to the extent permissible by law, Seller shall promptly notify Apple.

14. NO GRATUITIES. Seller shall not, and shall ensure that Seller Parties do not, either directly, or indirectly, offer or give any person or entity any gift, gratuity, payment or other inducement with a view toward securing business from Apple or influencing the terms, conditions or performance of this Agreement or any PO.

15. TERMINATION. Apple may terminate this Agreement immediately upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, is subject to external administration (or equivalent events under local law) or dissolves. In the event of such termination, Apple shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to Apple through the date of termination, less appropriate offsets, including any additional costs to be incurred by Apple in completing the Services. Apple may terminate this Agreement for convenience upon ten (10) days' written notice to Seller. Seller shall cease to perform Services and/or provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, Apple shall be liable to Seller only for those Services satisfactorily

performed and those conforming Goods delivered to Apple through the date of termination, less appropriate offsets. Seller may terminate this Agreement upon written notice to Apple if Apple fails to pay Seller within sixty (60) days after Seller notifies Apple in writing that payment is past due. Upon the expiration or termination of this Agreement for any reason: (i) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (ii) Seller will promptly notify Apple of all Apple Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with Apple's instructions, will promptly deliver to Apple all such Apple Confidential Information and/or Work Product.

16. SURVIVAL OF OBLIGATIONS. Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

17. FORCE MAJEURE. Neither party will be liable for any failure to perform, including failure to accept performance of Services or take delivery of the Goods as provided, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of war, government action or accident, provided it promptly notifies the other party and uses reasonable efforts to correct its failure to perform.

18. SEVERABILITY. If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19. REMEDIES. If Seller breaches this Agreement, Apple shall have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by Apple shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Goods for Apple's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by Apple and any resale so made shall be for the account of Seller. Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to Apple for which there will be no adequate remedy at law and, in the event of such breach, Apple will be entitled to seek injunctive relief, or a decree of specific performance (or equivalent relief under local law).

20. ATTORNEYS' FEES. In any action to enforce this Agreement, the prevailing party shall be entitled to recover all court costs and expenses and reasonable attorneys' fees, in addition to any other relief to which it may be entitled.

21. LIMITATION OF LIABILITY. IN NO EVENT WHETHER AS A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL APPLE BE LIABLE TO SELLER OR SELLER PARTIES, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT) ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT APPLE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

22. ASSIGNMENT/WAIVER. Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of Apple. Any assignment or transfer without such written consent shall be null and void. A waiver of any default or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

23. NONEXCLUSIVE AGREEMENT. This is not an exclusive agreement. Apple is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer, and provide Seller's Services and/or Goods to others; provided however, that Seller does not breach this Agreement.

24. NOTICES. Except for POs which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices required or permitted by this Agreement must be in writing addressed to the authorized representative(s) of the other party. Notice will be deemed given (i) when delivered personally; (ii) when sent by confirmed facsimile;

(iii) one day after having been sent by commercial overnight carrier specifying next-day delivery with written verification of receipt; and (iv) three days after having been sent by registered mail postage prepaid. A copy of any notice sent to Apple must also be sent simultaneously to Apple's General Counsel at Apple Inc., One Apple Park Way, Cupertino, CA 95014, fax (408) 974-8530.

25. COMPLIANCE WITH LAWS; SAFETY AND LABOR STANDARDS.

25.1. General. Seller and Seller Parties will comply with all applicable laws and regulations (including, without limitation, the applicable laws, orders, policies, and regulations of the U.S. Government, U.S. Customs, and any other applicable jurisdiction in which Goods or Services are provided, relating to import, export and re-export of commodities, technical data and software, privacy, labor and employment, anti-discrimination and anti-harassment, freedom of association, environmental protection, hazardous substances management, pollution prevention and resource sustainability, waste management, recycling, protection of intellectual property, and anti-corruption) and Seller will defend and hold Apple harmless from any expense or damage resulting from its violation or alleged violation of any such law or regulation in the performance of this Agreement.

25.2 Supplier Code of Conduct. At all times during the term of this Agreement, Seller will comply with the Apple Supplier Code of Conduct ("**Code of Conduct**"), as amended by Apple from time-to-time, available from Apple's public website at <https://www.apple.com/supplier-responsibility/>. Notwithstanding anything to the contrary herein, Seller will: (i) allow Apple and a third party representative, retained by or representing Apple (collectively, the "Auditor"), to assess Seller's compliance with the Code of Conduct by inspecting Seller's facilities and/or reviewing Seller's practices, policies, and relevant records without notice, and/or by interviewing Seller's personnel without monitoring, solely to verify Seller's compliance with the Code of Conduct (collectively, an "Assessment"); (ii) promptly provide the Auditor with access to any relevant facilities and personnel without disruption or interference, in connection with any Assessment; (iii) promptly provide complete and accurate information and documentation in response to the Auditor's requests, (iv) allow the Auditor to review and assess working hours and conditions, remuneration and benefits, personnel practices, production, dormitory, and dining facilities, business conduct, and health, safety, and environmental practices, as applicable, in connection with any Assessment; (v) not request or encourage, directly or indirectly, any Seller personnel to furnish false or incomplete information in connection with any Assessment; (vi) not take retaliatory action against any Seller personnel interviewed during an Assessment; and (vii) promptly implement corrective action to remedy any material non-conformance with the Code of Conduct. Apple may disclose the results of any Assessment in connection with its corporate responsibility, corporate compliance, and periodic reporting activities. Seller will obtain all permits, consents, and authorizations necessary to enable the Auditor to assess Seller's policies, practices, records, and facilities. Seller's failure to perform its obligations described in this subsection or to remedy any material non-conformance with the Code of Conduct after a reasonable amount of time will constitute a breach of this Agreement. For purposes of this subsection, the term "Seller" includes any party that performs a material portion of the obligations to Apple under this Agreement.

25.3 Export Compliance. Seller agrees that it will not export, re-export, resell or transfer any export controlled commodity, technical data or software (i) in violation of such limitations imposed by the United States or any other appropriate national government authority; or (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals. To the extent that services will be provided in the United States and/or that Goods will be transported into the United States, Seller represents that either (a) it is C-TPAT certified by U.S. Customs & Border Protection, and will maintain that certification while providing services in, or transporting Goods into, the United States or (b) it will comply with the C-TPAT (Customs Trade Partnership Against Terrorism) security procedures that may be found on the U.S. Customs website at www.cbp.gov <<http://www.cbp.gov>> (or such other website that the C-TPAT security procedures may be moved to by the U.S. Government)

25.4. Customs. Upon Apple's request, Seller will promptly provide Apple with a statement of origin for all Goods and applicable Customs documentation for Goods.

25.5. Not used

25.6. Hazardous Materials. If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling, and transportation of such hazardous materials.

26. PUBLICITY/MARKS. Seller will not use (or permit Seller Parties to use) Apple's trademarks, service marks, trade names, logo or other commercial or product designations for any purpose, or make (or permit Seller Parties to make) any public statement whatsoever (including, without limitation, press releases, media statements, case studies or the like) regarding the existence of this Agreement or the parties' relationship.

27. GOVERNING LAW. This Agreement and the rights and obligations of the parties will be governed by and construed and enforced in accordance with the laws of Taiwan without regard to conflicts of law principles. The parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any applicable legislation implementing that convention will not apply to this Agreement or to their relationship.

28. DISPUTE RESOLUTION, JURISDICTION AND VENUE. If there is a dispute between the parties (whether or not the dispute arises out of or relates to this Agreement), the parties agree that they will first attempt to resolve the dispute through one senior management member of each party. If they are unable to do so within sixty (60) days after the complaining party's written notice to the other party, the parties will then seek to resolve the dispute through non-binding mediation conducted in Taipei, Taiwan. Each party must bear its own expenses in connection with the mediation and must share equally the fees and expenses of the mediator. If the parties are unable to resolve the dispute within sixty (60) days after commencing mediation, either party may commence litigation in Taipei, Taiwan. The parties irrevocably submit to the exclusive jurisdiction of those courts and agree that final judgment in any action or proceeding brought in such courts will be conclusive and may be enforced in any other jurisdiction by suit on the judgment (a certified copy of which will be conclusive evidence of the judgment) or in any other manner provided by law. Process served personally or by registered mail, return receipt requested, will constitute adequate service of process in any such action, suit or proceeding. Each party irrevocably waives to the fullest extent permitted by applicable law (i) any objection it may have to the laying of venue in any court referred to above; (ii) any claim that any such action or proceeding has been brought in an inconvenient forum; and (iii) any immunity that it or its assets may have from any suit, execution, attachment (whether provisional or final, in aid of execution, before judgment or otherwise) or other legal process.

29. INJUNCTIVE RELIEF. Notwithstanding Section 28 above, either party may seek injunctive relief in order to protect its confidential information or intellectual property at any time, provided it does so in the courts of Taiwan. The parties hereby waive any bond requirements for obtaining injunctive relief or any objection on the basis that damages would be an adequate remedy. The confidentiality provisions of this Agreement will be enforceable under the provisions of applicable laws and regulations.

30. ENTIRE AGREEMENT/MODIFICATION. This Agreement is the complete, final, and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing signed by the parties. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement that is signed by both parties and covers the same subject matter as this Agreement or its related POs.

31. SOFTWARE PROVISIONS. In addition to the terms set forth above, the following terms apply as relevant to Apple's purchase of any Software pursuant to this Agreement:

31.1 License Grant and Limitations. Seller hereby grants to Apple and Apple contractors, consultants, and/or agents, a nonexclusive, transferable, worldwide, royalty-free, fully paid, perpetual license (unless specified otherwise in an ordering document) to use, display and reproduce the Software. Seller reserves all rights not expressly granted to Apple herein. Apple shall not decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software except as permitted by law and this Agreement. All Software shall be delivered electronically; if

Seller is unable to deliver Software electronically, it shall deliver media containing the Software and Documentation to Apple at 32F, No. 100, SongRen Road, Xinyi District, Taipei City, Taiwan (+886-2-8729-8589).

31.2 Title to Software. Seller retains title and intellectual property rights to the Software provided hereunder, and does not convey any proprietary interest therein to Apple other than the license specified above. Notwithstanding anything to the contrary included herein, all right, title and interest in and to the following shall vest in Apple and shall be the sole and exclusive property of Apple, and Apple does not convey any proprietary interest therein to Seller: (a) any data used in combination with the Software; (b) all output derived from the use of the Software; and (c) any additional computer programs that Apple develops to operate in combination with the Software for purposes of, including but not limited to, interoperability with Apple or third party systems, technology and/or software and/or development of application programming interfaces.

31.3 Software Warranties. In addition to, and without limiting the warranties set forth in Section 5 (Warranties) herein, Seller represents and warrants that: (a) all Software shall conform in all respects to all applicable documentation; and (b) any disk(s) or other media on which the Software is recorded will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of delivery; (c) the Software and documentation are not subject to any open source or third party licenses that would impose any obligations, encumbrances, royalties, restrictions or requirements on Apple; (d) the Software is free of any and all viruses, Trojan horses, trap doors, protecting codes or any other internal components, devices or mechanisms which are intended to: (i) cause the Software to perform any material functions other than those described in the Documentation provided to Apple; (ii) halt, disrupt, limit access or grant improper access to or sabotage the Software or any other system, process or device; or (iii) reveal any data or other information accessed through or processed by the Software or other systems, processes or devices without the user's consent; and (e) the remedies set forth in Section 5.2 (Goods) herein shall apply to any defective or non-conforming Software provided hereunder.

This Agreement is being provided in English and another language. The English version shall govern to the extent of any inconsistencies.

美商蘋果亞洲股份有限公司台灣分公司購買協議 購買訂單條款和條件

本購買協議（「本協議」）列載對於蘋果公司透過向賣方發出購買訂單（「訂單」）的方式從賣方購買各類貨物或服務所適用的條款和條件。在本協議中，「賣方」指在訂單上填寫為「賣方」的實體及其子公司和關係企業，「蘋果公司」指美商蘋果亞洲股份有限公司台灣分公司。賣方和蘋果公司謹此協議如下：

1. 服務和交付物

賣方同意根據本協議的條款和條件以及訂單上載列的條款和條件（訂單上載列的條款和條件被納入於本協議內作為參考）提供訂單上所描述的服務（「服務」）和／或軟體（包括一切更新、修訂、錯誤修正，及其後續版本，「軟體」）、材料、設備、硬體、貨物或交付物（統稱為「貨物」）。一經接受訂單、裝運貨物或開始服務，賣方即受本協議規定的約束，無論賣方是否認可或以其他方式簽署本協議或訂單，除非賣方在裝運貨物或開始服務之前以書面形式就該等條款提出異議。訂單不構成確定的要約，訂單在獲得承諾之前可隨時撤回。除非以書面方式經蘋果公司授權代表簽署無誤外，本協議之內容不得為任何之添加、修改、替換或以其他方式作出更改。任何於賣方之確認書、發票或其他通信中與本協議不一致之任何條款和條件一概不予接受。訂單如被視作對賣方在先要約之承諾，則該項承諾係明確地以賣方同意本協議之條款為條件，且賣方一經裝運貨物或開始提供任何服務即構成上述對本協議條款之同意。蘋果公司茲保留在貨物裝運或開始任何服務前，有權隨時重新安排任何交付時間或撤回任何已發出訂單之權利。蘋果公司不因上述撤回訂單而應負擔任何收費或其他費用。所有拆封同意、點選同意、網頁瀏覽同意，及隨附任何軟體之類似條款，以及任何線上使用條款、服務條款，或與服務相關之類似條款，蘋果公司均明示拒絕，且完全無效。本協議條款之適用應優先於所有其他該等條款和條件。

2. 交付

時間至為重要。貨物交付應依各該訂單所載明之時程，經該訂單指定的承運商將貨物送至訂單所載之地點。蘋果公司資保留將在交付時間之前收到的貨物予以退回之權利，費用由賣方負擔。如果沒有列明交付時間表，應盡速照單發貨並以最快的陸運或空運運輸方式交付。如果訂單上沒有指定承運商，賣方應使用價格最低的承運商。如果賣方未能在列明的時間內交付貨物，蘋果公司有權拒收貨物並撤銷訂單，毋須承擔任何責任；或可從賣方可提供的貨物中要求提供其可分配的公平部份並撤銷訂單的其餘部分，毋須承擔任何責任；賣方應將所有貨物以適當的容器包裝，以便安全運輸和搬運。交付的包裝容器必須貼有標籤和標誌，以便不拆裝即可識別所裝內容，此外所有裝箱和包裝必須隨附裝箱單，列明其中各項內容。所有裝運箱或其他包裝容器、裝箱單、交貨單及提貨單必須記載蘋果公司的訂單號。賣方應清楚列明所有交付貨物的原產地，並應賠償蘋果公司因賣方未能標識或錯誤標識原產地所生之任何費用、關稅、罰款、損害、賠償款項、成本或律師費。

3. 識別，貨物減失和毀損的風險

貨物的識別應根據適用法律法規進行。在貨物的所有權轉移至蘋果公司之前，所有減失風險均由賣方承擔。蘋果公司在指定目的地收到貨物時，貨物的所有權轉移至蘋果公司；但是，如果指定目的地是賣方或第三方代表賣方經營的倉庫（「中轉中心」），即使位於蘋果公司的處所內，當貨物實際交付至蘋果公司並從中轉中心提出時，才可視為蘋果公司收到貨物，減失風險和所有權才將轉移至蘋果公司。如果所訂購的貨物在所有權轉移至蘋果公司之前毀損，蘋果公司有權選擇撤銷相應訂單而毋須承擔責任，或要求交付同等數量和質量的替代貨物。替代貨物應在商業上實際可行的情況下儘快交付。如果貨物部分遭受毀損，蘋果公司有權要求交付未毀損的貨物。

4. 付款

4.1

作為完成本協議所規定的服務提供、貨物交付以及向蘋果公司轉讓權利的全部對價，蘋果公司應向賣方支

付 (i) 相應訂單上約定和列明的金額；或 (ii) 賣方在 (貨物) 裝運日或 (服務) 開始日所報的價格；以兩者中較低的金額為準。但是，如果貨物的指定目的地是中轉中心，蘋果公司應向賣方支付 (a) 相應訂單上約定和列明的金額；或 (b) 賣方在貨物實際交付給蘋果公司並從中轉中心提出貨物之日所報的價格；以兩者中較低的金額為準。賣方的發票應分別列明各項適用稅項和其他費用，如運費、進口稅、關稅、出口稅、稅費以及政府徵收的附加費。蘋果公司將通過電匯或其他蘋果公司認為合理的付款方式支付款項。當蘋果公司以電匯或其他蘋果公司認為合理的方式發出款項時，視為已付款。付款不構成接受。在蘋果公司收到符合訂單要求的貨物之前對貨物應徵收的所有關稅和稅費應由賣方承擔。賣方應就其交付的所有貨物和實際履行的所有服務向蘋果公司出具發票。賣方必須在完成服務或交付貨物後的九十 (90) 日內向蘋果公司出具相應發票，發票須提述相應的訂單。蘋果公司保留退還所有錯誤的發票的權利。對於完成服務或交付貨物後九十 (90) 日以上提交的所有發票，蘋果公司將按所有發票金額獲得2%的折扣。除非在訂單上另有明確規定，蘋果公司應在收到正確無誤的發票後四十五 (45) 日內支付發票所列款項。對於任何在與所提供的貨物或服務相關聯或基於該等貨物或服務的情況下由蘋果公司或賣方開發的產品而言，賣方不會就該等產品的生產或經銷而收取任何權利金或其他報酬。

4.2

蘋果公司對發票的準確性如有任何爭議 (「計費爭議」)，蘋果公司應在收到該發票的日期後三十 (30) 日內書面通知賣方有關計費爭議的性質。在賣方調查過程中，蘋果公司可停止支付有爭議的款項，而不會被視為逾期付款。賣方應盡合理的商業努力，在收到蘋果公司最初提出帳單詢問日期後三十 (30) 日內全部解決計費爭議。如果雙方未能在該三十 (30) 日期間內解決計費爭議，該爭議將根據下文第28條的規定解決。

4.3

在收到蘋果公司就某一訂單最後付款後五 (5) 年內，賣方應保存反映訂單計費依據的書面或電子紀錄。在至少提前二十四 (24) 小時通知賣方的情況下，蘋果公司有權 (但無義務) 在向賣方發出不少於二十四 (24) 小時的事先通知後，隨時或不時在正常工作時間內檢查、審計或檢驗賣方的運作、紀錄、系統及設備，以確定賣方及其分包商遵守訂單的情況以及向蘋果公司的計費依據。任何該檢查、審計和/或檢驗均不會 (i) 免除賣方的任何義務、職責或責任；或 (ii) 構成蘋果公司對賣方所採取的行動或其使用的方法、系統和/或程序的任何批准或同意。蘋果公司可能進行的任何檢查、審計和/或檢驗僅為蘋果公司的單方利益而作出。任何該等審計如顯示有多收的帳款，則經蘋果公司要求，賣方應向蘋果公司支付該等多收的帳款連同該等多收帳款的利息，利率為每年百分之十 (10%) 或法律允許的最高利率 (以兩者中之較低者為準)，由多收帳款的日期起計至蘋果公司獲得清償之日止。任何該等審計如顯示有多收的帳款，則賣方除應向蘋果公司支付其應得帳款之外，若蘋果公司要求，還應向蘋果公司償付因該審計而產生的所有成本和費用。

5. 保證

5.1 服務

賣方聲明並保證，賣方將以專業、熟練工匠的技術並採用執行當前適用，妥善和良好的專業程序所需的技巧和謹慎履行所有的服務。賣方進一步聲明和保證，賣方將按照適用規格和蘋果公司授權代表簽署的工作任務書履行服務，而該等服務應符合及適用於上述規格和工作任務書列明的目的。賣方聲明並保證，履行本協議項下服務不會在任何方面與任何對賣方有約束力的任何其他協議或法定限制相衝突或受任何該等協議或法定限制所禁止。

5.2 貨物

賣方保證，其所提供的所有貨物均為新製品，並無任何二手或翻新貨物。賣方保證，其所交付的所有貨物概無任何瑕疵，並符合所有適用規格和經蘋果公司授權代表簽署的工作任務書，保證期限從向蘋果公司交付之日起為期十五 (15) 個月，或賣方對貨物的標準保證期間，以兩者中較長者為準。賣方在此同意，在裝運日起七 (7) 年期間，其將以賣方當時的價格減去適用折扣向蘋果公司提供備件。另外，所購貨物均符合賣方代理人作出的所有書面和口頭明確的保證以及適用法律下規定的保證。所有保證應被解釋為條件和保證，且並不排除其他條件或保證。賣方應向蘋果公司提供賣方適用於貨物的標準保證和服務保證。所有

保證應同時適用於蘋果公司及其客戶。如果蘋果公司在保證期內發現任何與貨物有關的保證問題，蘋果公司將盡快通知賣方該問題，並將貨物退還給賣方，費用由賣方承擔。在收到退貨後的五（5）個營業日內，賣方應按照蘋果公司的選擇對該貨物進行修理或者替換，或將該貨款退回蘋果公司的帳戶。經替換和修理的貨物的保證期為剩餘保證期的時間或六（6）個月（以較長者為準）。

6. 檢驗

在收到交付的貨物或服務後至付款前的期間內，蘋果公司應有一段合理的時間檢驗貨物或服務是否符合訂單和適用規格及經蘋果公司授權代表簽署的工作任務書，並且在檢驗前收到的貨物不應被視為已獲接受，直到蘋果公司完成對貨物的充分檢驗以判斷是否符合要求。為檢驗之目的而使用一部分貨物不構成對貨物的接受。如果所交付的貨物不完全符合本協議的規定，蘋果公司有權拒絕接受該貨物。不符合規定的貨物將被退還給賣方，運費由賣方承擔，滅失風險自蘋果公司將貨物交付至公共承運人起轉移至賣方。

7. 獨立訂約人

蘋果公司僅關心本協議項下所獲得的結果；達致該結果的方式和方法由賣方單獨支配。就所有目的而言，賣方均為獨立訂約人，概無任何明示或默示的授權可通過合同或其他方式約束蘋果公司。賣方或其僱員、代理人或分包商（「賣方關聯方」）均不是蘋果公司的代理人或僱員，因此無權享有蘋果公司僱員的待遇，包括但不限於任何類型的保險。賣方應承擔其在履行本協議項下的義務時產生的所有費用和支出，並自行解決其本身所需的供應品和設備。蘋果公司可要求對任何在蘋果公司場地履行服務的賣方關聯方進行背景核查，而且，賣方在此同意進行任何該等核查。蘋果公司應對核查的結果保密，並僅將該訊息披露給因業務所需而確有必要知悉的人士或按照適用法律的要求披露。賣方關聯方在蘋果公司場地時必須遵守所有蘋果公司場地的工作規則。蘋果公司保留禁止任何賣方關聯方在蘋果公司的場地履行服務的權利。

8. 賣方負責納稅和存檔

賣方就其依本協議向蘋果公司提供的貨物或服務，應負擔一切適用之所得稅、稅捐、稅賦義務、成本、費用、預提、扣款、其他具有類似效果的費用。如適用，賣方可向蘋果公司收取銷售稅、契稅、使用稅、增值型營業稅、貨物及服務稅、消費稅或其他類似稅費（「交易稅」），但交易稅必須是蘋果公司根據本協議從賣方獲取貨物或服務且依據相關法律賣方可以或應當從蘋果公司收取者為限。如果蘋果公司向賣方提供了有效的交易稅豁免憑證，賣方則無權向蘋果收取憑證中包含的交易稅種。所有稅款必須由賣方提供有效稅務收據，且符合或有關法域的相關規定。如任何相關稅捐單位就蘋果公司向賣方購買服務所支付之款項課徵所得稅，並要求蘋果公司扣繳該等稅額（「扣繳稅額」），蘋果公司得自應給付予賣方之款項中扣除該扣繳稅額並代表賣方將該扣繳稅額繳納予相關稅捐機關。對於各別款項是否應適用扣繳稅額，蘋果公司具有作成相關決定之完整裁量權限。如給付予賣方之款項所應適用之扣繳率下修，賣方應於合理可執行之期間內向蘋果公司提出所有必要文件，證明該等款項確已符合較低扣繳率之所有適用條件。如賣方未能於款項支付前及時提出該等必要文件，該款項將無法適用較低扣繳率而應適用未經調整之扣繳率。蘋果公司應依賣方之合理請求，在可能之情況下出具稅務收據或其他得證明已繳納扣繳稅額之證明。對於一切於本協議項下所收取款項應申報之稅款或費用，賣方須單獨負責提送所有申報表格並支付之，包含估計稅額及雇主稅。賣方應依請求提供蘋果公司業經有效簽署之必要之稅務文件。賣方如不具備美國籍身分，而於美國境內提供貨物或服務時，應於依本協議開立發票予蘋果公司時，將該等於美國境內所提供貨物或服務之數額載明於發票上。賣方進一步同意，如進行政府審計，賣方將向蘋果公司提供合理協助。

9. 保險

賣方須單獨負責按照法律的要求或賣方或賣方關聯方所在行業或業務的通常慣例，維持並要求賣方關聯方維持充足的健康、汽車、工傷賠償、失業賠償、殘疾、責任和其他保險，以其中涵蓋範圍較大者為準。經蘋果公司要求，賣方應在履行本協議前向蘋果公司提供各保險單據或保險範圍證明。賣方應為任何屬於蘋果公司而在賣方或賣方關聯方的管理、保管或支配下的財產提供適當的保險。

10. 賠償。

賣方須就其根據訂單提供的貨物或服務而發生的或在任何方面與之有關的所有索賠、責任、損害、損失和費用（包括律師費和訴訟費用），向蘋果公司及其管理人員、董事、客戶、代理人 and 僱員作出賠償、使其

免受損害，並應蘋果公司的要求為其進行抗辯，包括但不限於：(i) 基於任何人士的死亡或人身傷害、財產毀壞或損害、或環境污染和有關清理費用所提起的索賠；(ii) 賣方不符合適用法律法規規定的獨立訂約人之指導方針；(iii) 基於賣方或賣方關聯方的過失、疏忽或故意的不當行為所提起的任何索賠；(iv) 賣方未能依第 11 條約定履行其對於蘋果公司機密資料之保護義務，及 (v) 第三方基於根據訂單提供的貨物或服務、服務的結果或任何其他產品或工藝侵犯任何第三方的專利、版權、商標、商業秘密或其他財產權利（無論其單獨提供或與其他產品、軟體或工藝一起提供）針對蘋果公司提起的任何索賠。未經蘋果公司事先書面同意，賣方不得就任何該等訴訟或索賠進行和解。賣方同意支付或償還蘋果公司在執行本賠償規定時可能發生的所有費用，包括律師費。如果蘋果公司、其分銷商、分包商或客戶對該等貨物或服務的使用被禁止、受到禁制令威脅、或成為任何法律程序的標的，賣方須按以下方式處理，費用和開支由賣方承擔：(a) 以完全等同的不侵權的貨物或服務作出替換；(b) 對貨物或服務進行修正，使其不再侵權但仍然具有完全等同的功能；(c) 為蘋果公司及其分銷商、分包商或客戶取得繼續使用貨物或服務的權利；或 (d) 如果上述任何一項不可能實現，退還已經支付的有關侵權貨物或服務的所有款項。

11. 保密；個人資料；資料安全

11.1 保密

為履行本協議，賣方可能獲知蘋果公司保密訊息（定義見下文），賣方同意在本協議期間及本協議終止或期滿後對蘋果公司保密訊息進行保密。「蘋果公司保密訊息」包括但不限於無論書面的或口頭的任何形式的所有訊息，包括但不限於有關研究、開發、產品、生產方法、商業秘密、業務計劃、客戶、供貨方、財務、個人數據、工作產品（定義見下文第 12 條）的訊息和其他重大的或者被視為蘋果公司專有的、與蘋果公司當前或預期的業務或事務有關的、無論直接或間接向賣方披露的其他資料或訊息。另外，蘋果公司保密訊息指在向蘋果公司提供服務或貨物的過程中向賣方披露的任何第三方專有的或保密訊息。蘋果公司保密訊息不包括下列訊息：(i) 在蘋果公司向賣方披露前，賣方已合法獲知的不受披露限制的訊息，(ii) 並非由於賣方的不當作為或不作為而進入公眾領域的訊息，(iii) 有適當文件證明賣方未使用蘋果公司保密訊息而獨立研發的訊息，或 (iv) 此後由不受披露限制的第三方根據其權利向賣方合法提供的訊息。另外，賣方可按照政府機關或法律要求披露蘋果公司保密訊息，但賣方應在披露前及時通知蘋果公司有關要求。賣方同意不會複製、更改或直接或間接地披露任何蘋果公司保密訊息。另外，賣方同意，蘋果公司保密訊息在內部僅限於向確有必要知情的賣方關聯方披露，並採取措施確保對該披露同樣受到限制，包括由賣方關聯方簽署其條款與本協議規定實質性相似的保密協定。在任何情況下，賣方對蘋果公司保密訊息的保護應不低於其用於保護自己的類似訊息的謹慎程度和方法，但是，在任何情況下均應以不低於合理謹慎的程度以防止未經授權而使用蘋果公司保密訊息。賣方進一步同意，不會在履行本協議義務之外使用蘋果公司保密訊息，並且不為其自身利益或任何第三方的利益使用蘋果公司保密訊息。蘋果公司保密訊息和賣方訊息的結合不影響本協議規定的該訊息的保密性質或所有權。賣方同意，在任何情況下，未經蘋果公司明確書面同意，不得設計或生產包含蘋果公司保密訊息的任何產品。所有蘋果公司保密訊息屬於並始終屬於蘋果公司的財產。經蘋果公司書面要求或本協議終止後，賣方應向蘋果公司歸還、轉讓或出讓所有蘋果公司保密訊息，包括所有工作產品。

11.2 保護個人資料。賣方及賣方關聯方透過本協議，可取得與身分已被識別或可識別個人相關的某些資料（以下稱「個人資料」），包括但不限於蘋果公司以蘋果公司或其關係企業之名義所提供的資料，及/或來自任何司法管轄區內之蘋果公司關係企業的資料。賣方不得對透過本協議而取得之個人資料主張任何權利、所有權或權益。個人資料類型與資料當事人類別的詳細資訊應在訂單、工作陳述或與本協議相關的其他簽署契約文件中載明。

賣方只能向有知悉必要並簽署要求其按與本協議所述相同方式保護個人資料之協議的第三方（包括賣方關聯方）揭露個人資料。未經蘋果公司事前書面同意，賣方不得讓任何可以取得或以其他方式處理個人資料的第三方參與執行此服務的任何部分。儘管有此同意書，賣方仍不得免除本條規定之任何義務，並且若第三方未能履行其關於個人資料的義務，賣方仍應對蘋果公司承擔全部責任。

賣方及賣方關聯方應：(i) 遵守蘋果公司或其關係企業關於個人資料的合理指示，但相關法律另有規定時除外，在此情況下，賣方應在處理個人資料之前及時向蘋果公司告知相關法律規定，除非此類相關法律規定

為保障公共利益而禁止此類告知行為；(ii) 如果其認為蘋果公司的指示違反 2016 年 4 月 27 日的歐洲議會和歐洲理事會法令 (EU) 2016/679, 或其他適用的資料保護法, 應立即通知蘋果公司；(iii) 僅為執行賣方在本協議中所述的義務而收集、存取、維護、使用、處理及轉移個人資料；(iv) 遵守與個人資料有關的所有適用法律、法規與國際協議或條約；(v) 採取一切合適的法律、組織與技術措施來防範違法且未經授權處理個人資料的行為；(vi) 如果其收到個人提出的任何個人資料相關請求, 包括但不限於「選擇退出」具體內容、資訊存取請求、資訊修正請求及所有類似請求, 應及時透過 privacy_notifications@apple.com 通知蘋果公司的隱私權顧問。賣方應與蘋果公司合作, 及時且有效地處理此類有關個人資料的請求, 並且僅於明確獲得蘋果公司授權的情況下回應任何此類請求。

若將個人資料從歐洲經濟區域或瑞士傳送至賣方和/或賣方關聯方, 或由賣方和/或賣方關聯方傳送至歐盟委員會或瑞士聯邦資料防護與資訊委員會 (如有相關) 尚未認可為可確保為個人資料提供足夠防護等級的司法管轄區, 並且在以上情況中賣方和/或賣方關聯方為處理者和/或再處理者身分, 則賣方應: (a) 簽署適用於國際資料傳輸的法律文件(如《歐美隱私權屏障架構》); 或 (b) 簽訂: (1) 歐盟委員會核准的《標準合約條款》; 與 (2) 《瑞士跨境資料流通協議》(如有相關); 或 (c) 簽訂雙方同意的契約文件或企業約束規則 (BCR), 此類 BCR 應經由相關監察機關核准。

如果賣方未遵守本條規定之義務, 或未遵守任何與個人資料有關的相關法律、法規與國際協議或條約, 或者賣方未遵循或違反蘋果公司的合法指示, 則賣方應對賣方因為處理個人資料對任何人造成的任何損害承擔責任。

11.3 資料安全性。賣方應採取一切合適的法律、組織與技術措施來防範違法且未經授權處理個人資料或蘋果公司保密資訊 (以下稱「機密資料」) 的行為。賣方應維護合理的作業標準與安全程序, 並應盡最大努力透過以下方式保護機密資料: 使用適當的實體與邏輯安全措施, 包括但不限於適當的網路安全與加密技術, 以及使用合理的使用者身分識別或密碼控制要求, 包括多因素認證、高強度密碼、階段作業逾時, 以及蘋果公司可能不時發布的其他安全程序。如果蘋果公司在本協議有效期間內的任何時候提出要求, 賣方應向蘋果公司提供一份賣方當時最新的安全性政策。如果賣方知悉或據理認為發生任何濫用、外洩或遺失機密資料, 或未經授權揭露、取得或存取機密資料的情事 (以下稱「資安事件」), 賣方應及時通知蘋果公司。在發現任何資安事件後, 賣方將調查、修正並緩解資安事件造成的影響, 並給予蘋果公司合理令其滿意的保證, 證明此類資安事件不會再發生。賣方應依據蘋果公司提出的要求提供任何與此類資安事件相關的資訊, 包括但不限於漏洞或瑕疵、開始或結束日期、發現日期, 以及為控制和/或緩解而採取的具體行動。如果因賣方或賣方關聯方的行為或疏失而導致任何資安事件, 賣方將依蘋果公司指示採取補救措施 (包括通知、信用監控服務、詐欺保險及成立客服中心以回應客戶疑問), 並且相關費用賣方自行承擔。

11.4 協助。賣方應向蘋果公司提供合理的協助與支援, 並僅在蘋果公司的指示下 (i) 回應資料保護主管機關或類似主管單位的調查或合作要求; (ii) 在蘋果公司要求或請求的情況下, 向任何第三方提供資安事件通知; (iii) 進行法律要求的隱私權、安全性或資料保護影響評估; (iv) 在必要時就此類影響評估諮詢相關主管單位。

11.5 歸還或銷毀機密資料。本協議因任何原因終止後, 賣方應及時聯絡蘋果公司, 以取得有關機密資料的歸還、銷毀或其他適當措施的指示。本協議因任何原因終止後, 或於任何時候蘋果公司要求時, 賣方應: (i) 將所有機密資料歸還給蘋果公司, 包括但不限於所有紙本及電子檔案、資料、文件、註解、計畫、圖畫及其所有副本, 並確保從賣方 (及其承包商 (如適用)) 的系統刪除所有此類機密資料的電子副本; 或者, (ii) 若蘋果公司以書面形式提出要求, 則應及時從賣方 (及其承包商 (如適用)) 的系統銷毀及刪除所有機密資料的實體及電子紀錄, 並使機密資料的所有實體及電子紀錄無法在系統中復原, 一切事宜皆須符合美國國家標準與技術研究院 (NIST) 的媒體淨化準則。如果蘋果公司提出要求, 賣方應向蘋果公司提供書面確認, 以證明其符合本條規定。

11.6 通知違規。如果賣方無法履行本條規定的義務，賣方應及時通知蘋果公司，而蘋果公司可以採取下述任意的一或多項措施：(i) 暫停向賣方傳送機密資料；(ii) 要求賣方停止處理機密資料；(iii) 要求以安全方式歸還或銷毀機密資料；及/或 (iv) 立即終止本協議。

11.7 賣方應向蘋果公司提供所有必要資訊，以證明其遵守本條規定之義務，以及與個人資料有關的所有相關法律、法規與國際協議或條約；並應承認及同意蘋果公司或蘋果公司指定之第三方（統稱「監管方」）有權基於確認其是否符合本條規定之目的，針對賣方及所提供之商品和/或服務涉及處理、傳輸或儲存機密資料的賣方承包商與關係企業，審查其系統、紀錄和/或設施。蘋果公司將至少於五 (5) 個工作日前向賣方發出通知，宣布其根據本條規定對賣方進行審查的意圖。賣方將向監管方提供存取其網站、系統與紀錄的合理必要權限，以評估其是否符合本條規定。根據蘋果公司的合理要求，賣方將在現場為監管方提供專人現場引導。賣方將開放讓監管方針對任何賣方員工和/或承包商進行面談或電話訪談，以取得與本協議規定之查證事宜相關的資訊與合作。此類查證事宜將由蘋果公司承擔費用，但若查證結果顯示賣方嚴重違反本條規定，則由賣方承擔費用。

12. 工作產品的所有權。

為本協議之目的，「工作產品」包括但不限於因依據訂單履行的服務而產生的或與之有關的、由賣方獨自或與他人一起製造、構思或開發的所有設計、發現、創造、作品、設備、模具、模型、在製作品、可交付的服務、發明、產品、電腦程序、流程、改進、開發、圖紙、說明、文件、訊息和資料，及其所有副本。賣方生產並銷售給蘋果公司的標準貨物，如並無為蘋果公司設計、定制或改造，則不構成工作產品。所有工作產品在任何時候應屬於並始終屬於蘋果公司獨佔的和專有的財產。賣方在此同意不可撤銷地向蘋果公司出讓或轉讓，並且在此向蘋果公司出讓或轉讓其在全世界範圍內對工作產品享有的所有權利、權屬和利益，包括所有有關的知識產權。蘋果公司有權單獨決定對任何工作產品的處置，包括將其作為商業秘密、簽署並提起專利申請、未有預先專利申請時對其使用和披露、以自身名義登記版權或商標，或進行蘋果公司認為適當的任何其他程序。賣方同意：（a）向蘋果公司及時書面披露其佔有的所有工作產品；（b）為蘋果公司的利益，以合理方式協助蘋果公司保護、完善、登記、申請、維持並保護所有在蘋果公司名下的、其認為適當的工作產品的版權、專利權、模具作品權、商業秘密權和所有其他專有權利或法定權利，由蘋果公司承擔費用；和（c）以其他方式將所有工作產品作為上述的蘋果公司保密訊息。上述披露、協助、執行和保守保密訊息的義務在本協議期滿或終止後仍然有效。蘋果公司向賣方提供的所有工具和設備始終屬於蘋果公司的獨有財產。賣方須確保賣方關聯方會就任何工作產品或與本協議相關而創作的原創作品按適當所需放棄其任何和所有主張及向蘋果公司轉讓其任何和所有權利或任何權益。賣方不可撤銷地同意，賣方不會針對蘋果公司或其直接或間接的客戶、受讓人或被許可人就任何可能影響工作產品的賣方知識產權提起任何主張。倘若沒有使用 [蘋果公司的] 設備、供應品、設施或商業秘密或蘋果公司保密訊息，賣方完全在自己的時間內開發並由賣方構思或用於實踐的任何作品，蘋果公司不享有任何權利，除非（i）該作品與蘋果公司的業務、蘋果公司的實際或明顯預期的研究或開發有關，或（ii）該作品因賣方向蘋果公司履行的服務而產生。

13. 反貪污

13.1 根據本合約，賣方及賣方關聯方必須確保遵守公佈在蘋果公司公開網站的 Apple 反貪腐政策 (Anti-Corruption Policy) 以及遵守任何適用於打擊賄賂與貪腐的法律與規範，當中包括美國的海外反腐敗法 (Foreign Corrupt Practices Act)、英國的賄賂法令 (Bribery Act)、經濟合作暨發展組織 (OECD) 打擊外國公職人員賄賂之公約 (Convention on Combating Bribery of Foreign Public Officials)，在任何國家進行生意往來及提供服務，也要遵守該國的所有相關法律。賣方及賣方關聯方必須確保不以直接或間接的方式，支付或給予任何具價值的物品給任何人（包括由蘋果公司支付或滙給賣方的款項），也不可承諾任何這樣的舉動，對象包括在政府機關、政府主導的企業或公司或政黨內的所有人員或官員，在合理的認知下，此對象會因要取得、保持或管理業務，而將款項用於取得任何不當利益或是不當影響任何法令或決定。根據本合約的條款，任何由蘋果公司支付給賣方或賣方關聯方的款項，都需要依照合約的條款，用於提供服務與銷售產品。賣方及賣方關聯方必須確保不給予或接受任何形式的賄賂和回扣。

13.2 公開與政府相關之人士

當賣方及賣方關聯方的大股東、共同所有人、高級職員、主管、經理，或者是賣方及賣方關聯方授權代表的銷售方（通稱「賣方授權之單位」），曾經或即將成為政府機構或政黨的官員或職員，又或是公職的競選人員（以上皆為「與政府相關之人士」），則賣方及賣方關聯方，必須在法律許可的範圍之下，盡可能依據自己所知將這些人員的完整正確資料提供給蘋果公司。在本合約條款的生效期間，賣方及賣方關聯方一旦得知，或是有理由相信任一賣方授權之單位曾經或即將成為與政府相關之人士，則賣方必須在法律許可的範圍之下，立即通知蘋果公司。

14. 無補貼. 賣方同意不得基於取得蘋果公司業務或影響本協議或任何訂單條件及履行之目的，提供或給予任何員工或包商補貼、款項或其他任何誘因。

15. 終止

如果賣方有不履行或以其他方式違反本協議、提出破產聲請、無力償還到期債務、為外部機構託管（或根據當地法律的類似情形）或解散，蘋果公司可書面通知賣方後立即終止本協議。如按此情況終止，蘋果公司應就截至終止日賣方向蘋果公司提供符合要求的部分服務和交付給蘋果公司的符合條件的貨物向賣方付款，扣除相應的抵銷款項，包括蘋果公司為完成服務而發生的任何額外費用。蘋果公司亦可以便利原因，經提前十（10）天書面通知賣方後終止本協議。賣方應在該通知列明的終止日停止履行本協議項下的服務和/或提供貨物。如按此情況終止，蘋果公司對賣方的責任僅限於終止日前按要求履行的服務和向蘋果公司交付的符合要求的貨物，並應扣除相應的抵銷款項。如果蘋果公司在賣方向蘋果公司發出逾期付款通知後六十（60）天內未向賣方付款，賣方可經書面通知蘋果公司後終止本協議。本協議期滿或因任何原因終止後：（i）任何一方對另一方不再承擔期滿日或終止日後產生的所有義務，但其條款規定在終止或期滿後繼續有效的義務除外；和（ii）賣方應盡快通知蘋果公司有關其管有的所有蘋果公司保密訊息或任何工作產品的情況，並按照蘋果公司的指示，盡快向蘋果公司交付所有該等蘋果公司保密訊息和/或工作產品，費用由賣方承擔。

16. 義務繼續生效

性質上在本協議期滿或終止後仍繼續生效的義務和責任，在本協議期滿或終止後繼續有效。

17. 不可抗力

任何一方如由於超出其合理控制範圍的情形而不能履行義務，包括不能接受所履行的服務或接受交貨，均毋須就此承擔責任，該等情況包括但不限於天災、戰爭行為、政府行動或意外事故，但該方應盡快通知另一方並盡合理努力糾正其未能履約的行為。

18. 可分割性

如果本協議的任何條款被視為無效、非法或不可執行，其餘條款的效力、合法性和可執行性概不因此在任何方面受到影響或損害。

19. 救濟

如果賣方違反本協議，蘋果公司應享有法律和衡平法下賦予的所有救濟。就購買貨物而言，如果蘋果公司違反本協議，賣方的唯一救濟是有權獲得損害賠償金，其數額相當於違約時的市場價格和協議規定的購買價格之間的差價。任何其他計算損害賠償金的方法對本交易概不適用。如果蘋果公司不當拒收、撤銷接納、未能支付貨款或拒絕履行義務，賣方無權代表蘋果公司轉售貨物，並且所作的任何轉售均為賣方本身進行。賣方承認並同意，賣方在本協議項下的義務和承諾在本質上是獨特的、理性的並因此具備特殊價值。賣方違反本協議包含的任何承諾將對蘋果公司造成無法挽回的和持續性的損害，法律上對該損害無充足的救濟，如果發生任何該等違約，蘋果公司有權尋求法院頒發禁制令或強制履行令的救濟。

20. 律師費

在執行本協議的任何訴訟中，勝訴方除有權主張的任何其他救濟外，並有權就所有訴訟費用、支出以及合理之律師費獲得賠償。

21. 責任限制

無論是違約、保證或侵權（包括疏忽大意侵權）、嚴格責任、法定情形或其他情況下，蘋果公司對於賣方或賣方關聯方或任何第三方就因本協議引起或與本協議有關的任何伴隨性、間接的、特殊的或後果性損害，或直接或間接利潤損失，一概毋須承擔任何責任，無論蘋果公司是否已獲告知該損害的可能性。

22. 可轉讓性／棄權

未經蘋果公司事先書面同意，賣方不得轉讓本協議或其在在本協議項下的任何權利或義務。未經書面同意的任何讓與或轉讓概屬無效。對任何違約行為或本協議任何條款和規定的豁免不應視為持續性豁免或對任何其他違約行為或任何其他條款和規定的豁免。

23. 非排他性協議

本協議不是排他性協議。蘋果公司可自由聘用其他人士履行或提供與賣方的服務或貨物相同或相似的服務或貨物。賣方也可自由並被鼓勵向其他人宣傳、出售並提供賣方的服務和／或貨物；但其前提是賣方不違反本協議。

24. 通知

除訂單可使用當地郵寄、傳真或電子傳輸方式遞送外，本協議要求或允許的所有通知必須以書面方式書寫並送至另一方的授權代表。在下列情況下，通知應被視為送達：（i）由專人送抵時；（ii）以傳真方式（有確認報告）發出時；（iii）以隔夜快遞的方式（要求第二天發送並要求書面接收確認書）遞送，為發送後的第二天；和（iv）預付郵費以掛號郵件方式遞送，為寄出後的第三日。發給蘋果公司的任何通知須同時將副本發送給蘋果公司法律總顧問，地址為 One Apple Park Way, Cupertino, CA 95014, fax (408) 974-8530。

25. 法律遵循；安全及港口標準

25.1 一般規定。

賣方及賣方之關係企業應遵守所有適用的法律和法規（包括但不限於美國政府、美國海關及其他應適用地區之有關商品、技術數據和軟體的進口、出口和轉出口、技術數據和軟體、保密、勞動和聘用、反歧視及性騷擾、結社自由、環境保護、有害物質管理、污染防治及資源減量、廢棄物管理、回收、智慧財產權保護及反貪污的法律、命令、政策和規定），並就賣方在履行本協議的過程中因違反或被指稱為違反任何該法律或法規而造成的任何費用或損害，為蘋果公司提出抗辯並使其免受損害。

25.2 供應商行為準則。

在本合約有效期內，賣方均須遵守「Apple 供應商行為準則」（以下稱「行為準則」）。行為準則隨時可由蘋果公司加以修訂，並可透過蘋果公司的公開網站取得，網址是：<https://www.apple.com/tw/supplier-responsibility/>。不論本合約中是否有任何相反之規定，賣方均同意下列事項：

(i) 賣方將允許蘋果公司以及一名蘋果公司聘用或代表蘋果公司的第三方代表（以下統稱為「審查員」）評估賣方是否有遵守行為準則，評估方式包括檢查賣方的廠辦設施，及/或在事先通知的情況下審查賣方的運作、政策及相關紀錄，和/或在無監控的情況與賣方的職員進行訪談，唯上述作法（以下統稱為「評估行動」）的執行僅限於考察賣方是否有遵守行為準則。

(ii) 凡與評估行動有關之事務，賣方均將立即允許審查員進入任何相關的廠辦設施，並與任何相關人員進行訪談，且不會中斷或干擾此一過程。

(iii) 如審查員提出要求，賣方應立即提供完整且準確的資訊和文件。

(iv) 賣方將視情況允許審查員審查並評估與任何評估行動有關的工作時間及條件、薪資福利、人事措施、生產/宿舍/餐飲設施、商業行為以及健康/安全/環保措施。

(v) 凡與評估行動有關之事務，賣方均不得直接或間接要求或鼓勵其旗下人員提供假造或不完整之資訊。

(vi) 賣方不得對在評估期間接受訪談的任何旗下人員採取報復行動。

(vii) 一旦發現任何違反行為準則的重大問題，賣方必須立即採取改正措施。

為了因應其企業責任、企業法規遵循情況及定期報告活動之需求，蘋果公司可以披露任何相關評估行動的結果。賣方必須事先取得一切必要的許可、同意及授權，讓審查員得以評估賣方的政策、措施、紀錄和廠辦設施。若賣方未能在一段合理時間過後履行本小節所列載之義務、或修正任何違反行為準則的重大問題，將視為違反本合約。本小節中的「賣方」包括依據本合約對蘋果公司履行實質義務的任何當事人。

25.3 出口合規

賣方同意如未事先獲得所有必要的許可或其他批准，不會在下列情況下出口、轉出口、轉售或轉讓任何受出口監控的商品、技術數據或軟體：(i) 違反美國或任何其他相應的國家政府機構規定的限制條件；或(ii) 向任何在出口時須已獲發出口許可或其他政府批准的國家出口。如果是在美國提供服務和/或貨物被運往美國，賣方聲明(a) 其為美國海關及邊境保護局認證之《海關貿易反恐聯盟》成員，且賣方會於服務在美國提供或貨物被運送至美國時，保持該認證；或(b) 賣方會遵守《海關貿易反恐聯盟》安全作業程序，該安全作業程序可以透過美國海關及邊境保護局網頁 (<http://www.cbp.gov>) (或美國政府將《海關貿易反恐聯盟》安全作業程序移至別處之網頁) 搜尋。

25.4 海關

應蘋果公司的要求，賣方應儘快向蘋果公司提供所有貨物的原產地證明以及海關相關文件。

25.5 無內容

25.6 有害物質

如果貨物包括有害物質，賣方聲明並保證賣方瞭解與該有害物質之製造、處理和運輸有關之任何危險特性。

26. 宣傳／標誌

賣方不得為任何目的使用(或允許賣方之關係企業使用)蘋果公司的商標、服務商標、商號、標識或其他商業或產品標誌，或就本協議的存在或雙方關係進行(或允許賣方之關係企業進行)任何公開聲明(包括但不限於新聞發布會、媒體聲明、案例研究或其他)。

27. 準據法

本協議及其雙方的權利和義務，應受台灣法律管轄並根據該法律解釋並履行本協議，台灣法律中有關法律衝突的原則不適用。雙方明確同意《聯合國國際貨物銷售合同公約》及該公約任何適用條例不適用於本協議或雙方之間的關係。

28. 爭議解決；管轄法院

本協議之雙方如有任何爭議產生(無論該爭議是否係因本協議而生或與本協議有關)，雙方同意先各自指派一名資深經理人員嘗試解決爭議。如前開爭議於他方收到請求解決爭議方之書面通知60天內仍未能解決，雙方應透過不具拘束力，且在台灣台北進行之調解解決之。因調解所支出之一切費用，應由雙方自行負擔；調解人之費用與支出，則由雙方平均分擔。如雙方仍未能於調解程序開始後60天內解決前開爭議，任一方得向位於台灣台北的法院提起訴訟。雙方不可撤回地同意前開法院具有專屬管轄權，且同意前開法院針對任何法律行動或程序所作成之最終決定為確定終局判決，得透過訴訟或其他任何法律所規定之方式，在其他任何地區執行之(經認證之判決影本已足以證明判決之存在)。於前開法律行動、訴訟或程序中，親自送達或附回執之掛號均為適當之送達方式。在不違反法令之情況下，任一方不可撤回地拋棄(i) 其對於前開法院可提出之管轄權抗辯；(ii) 爭執任何訴訟或程序係由不便利法庭審理；以及(iii) 主張其或其資產得免於被訴、執行或扣押(無論暫時或終局、是否有助於執行、在判決作成前後或其他)或免於其他法律程序。

29. 強制措施救濟

儘管有上述第28條的規定，為隨時保護其保密訊息或智慧財產權，任何一方均可向台灣的法院尋求強制措施救濟。為獲取強制措施救濟，雙方在此豁免尋求**強制措施**救濟時需提供保證金之要求，或放棄提出損害

賠償構成足夠救濟的要求。本協議之保密條款根據適用法律法規為可執行的條款。

30. 全部協議／修改

本協議構成雙方就本協議規定的完全的、最終的和排他性的陳述，並且取代雙方之間此前和當前就本協議標的事項達成的任何和所有其他磋商以及協議。除非經蘋果公司授權代表簽署書面文件，本協議不得改變、修改、變更或修訂。無論賣方提交的任何確認書或其他文件的條款和條件有任何不同，最終均應以本協議的條款和條件為準。儘管有上述規定，本協議不得取代或替換經雙方簽署且涵蓋本協議及相關訂單標的事項之任何書面協議。

31. 軟體約定。除前述條款外，蘋果公司依本協議購買任何軟體時，適用以下條款：

31.1 授權及限制。賣方茲此授予蘋果公司及蘋果公司承包商、顧問和 / 或代理人一非專屬、可轉讓、全球範圍、免權利金、全額付費、永久之授權（除於訂購文件中載明為其他情形），得使用、展示和重製軟體。賣方保留所有未於本約中明示授予蘋果公司之權利。蘋果公司不應解編譯、進行逆向工程、反組譯或以其他方式企圖自軟體衍生出原始碼，除非是法律和本協議所准許之情形。所有軟體均應以電子方式交付；若賣方無法以電子方式交付軟體，其應向蘋果公司交付載有軟體和文件之媒材，交付地址為中華民國臺灣台北市信義區松仁路100號32樓（電話+886-2-8729-8589）。

31.2 軟體所有權。賣方保留依本協議所提供軟體之所有權和智慧財產權，且除以上明載之授權外，並未向蘋果公司授予該軟體之任何專屬權益。儘管本合約載有任何相反約定，但以下所列者之一切權利、所有權和利益均應歸於蘋果公司，且應屬於蘋果公司之獨有、專屬財產，蘋果公司並未授予賣方該等財產之任何權益；(a) 與軟體結合使用之任何資料；(b) 因使用軟體而衍生之一切產出；及 (c) 蘋果公司所開發以便與軟體結合操作，目的係（包括但不限於）與蘋果公司或第三人系統、技術和 / 或軟體具相互操作性，和 / 或開發應用程式介面之任何額外電腦程式。

31.3 軟體保證。除本約第5條（保證）中所載之保證外且不限於此等保證，賣方聲明並保證：(a) 所有軟體於各方面均應符合所有適用之文件；(b) 任何記錄軟體之磁碟或媒材，自交付日期起一（1）年內於正常使用和服務情況下應無材料和工藝方面之瑕疵；(c) 軟體和文件不應受限於任何開放來源碼或第三方授權以致於會對蘋果公司產生任何責任、負擔、權利金、限制或規定；(d) 軟體無任何及一切病毒、特洛伊木馬程式、暗門漏洞、保護碼或任何其他具下列目的之內部元件、裝置或機制：(i) 使軟體能執行除了向蘋果公司提供之文件中所述者以外的任何實質作用；(ii) 中止、擾亂、限制存取或准許不當存取或癱瘓軟體或任何其他系統、程序或裝置；或 (iii) 未取得使用者同意而揭露經由軟體或其他系統、程序或裝置而存取或由其處理之任何資料或其他資訊；以及 (e) 本約第5.2條（貨物）中所載之救濟措施應適用於依本約而提供之任何瑕疵軟體或不合規定軟體。

本協議以中英文書寫，如之間有不一致之處應以英文版本為準。

[以下故意留為空白]