

## 正当交易保证协议

甲方: E-Business International, Inc. (简称“e-BI”)

乙方:

甲方为了在对外经济交往的活动中, 创造清廉健康的合作环境, 避免因违法、违纪行为影响与乙方的合作关系, 经与乙方协商后, 双方同意签订本协议, 以尽力杜绝在甲乙双方经济活动中一切不正当行为的发生。协议内容如下:

1. 甲、乙双方均有责任教育本单位员工, 禁止在双方之间的经济交往活动中进行任何形式的索贿、行贿、受贿行为, 亦有权和有义务拒绝对方人员的任何形式的索贿、行贿行为, 同时也不得以任何形式受贿。

2. 乙方不论是单位或个人, 均不得以任何借口或形式 (包括但不限于: 现金、购物卡或券、有价证券、贵重物品、任何形式的休闲旅游招待) 向甲方人员或其亲属行贿。

3. 乙方不得宴请甲方工作人员 (或其家属) 或为甲方工作人员 (或其家属) 的其它任何形式的消费行为付费。

4. 甲方所属员工个人及其家属, 不得以其个人直接或间接工作范围上的便利, 向乙方要求非公务指定的借贷、租赁、投资及对其个人或亲友进行酬劳式的工作安排。

5. 双方在经济交往中, 对于任何一方给予对方任何形式的让利 (返利) 均应以书面形式通知对方, 并通过双方财务部门进行收、付结算。

6. 双方的员工绝不参与对方单位组织和实施的有损其本身所属公司的利益或损害公司形象的行为。如有违反者, 愿意接受处分并承担一切民事、刑事和经济赔偿责任。

7. 一经发现乙方或其员工或由乙方委托的第三方有向甲方或其员工行贿的事实行为, 甲方有权随时终止与乙方的相关经济合作。甲方由此所造成的损失全部由乙方承担, 乙方同意甲方有权向乙方按行贿价值金额的10倍收取协议违约金。同时, 甲方有权拒绝向乙方支付所有应付账款, 直至相关的法律诉讼程序或纠纷处理结束。

8. 甲方所属员工或其亲属如向乙方索贿的, 乙方有权向甲方的最高领导或监察部门投诉。

9. 乙方不得与甲方其它供应商 (即乙方同行) 对甲方所需某一产品联合报价 (串标)。如经发现, 取消所有合作资格, 并列入黑名单, 永不合作。

10. 本协议作为甲乙双方所签订的所有合同长期有效的附件, 与所有合同具有同等法律效力, 直至甲乙双方共同协商终止本协议为止。本协议未尽事宜, 双方可签订补充协议, 补充协议与本协议具有同等法律效力。本协议自买卖双方签字盖章之日起生效。一式 二份, 各份具同等法律效力, 由双方各执 一 份。



## E-Business International, Inc.

1400 112th Ave SE, Suite 100, Bellevue,

WA 98004, USA

Tel: (503) 644-2290

Fax: (503) 644-0962

info@e-bi.com

[www.e-bi.com](http://www.e-bi.com)

签署:

甲方: E-Business International, Inc.

乙方:

签署:

签署:

签名人及职务:

Jack Zou / Vice President

签名人及职务:

日期:

日期:

## Legitimate Transaction Guarantee Agreement

Party A: E-Business International, Inc (referred to as "e-BI")

Party B:

In order to create a clean and healthy cooperation environment in foreign economic exchanges, and to avoid any impact on the cooperation relationship with Party B due to illegal or disciplinary actions, Party A and Party B have agreed to sign this agreement after consultation, in order to make every effort to prevent any improper behavior from occurring in the economic activities of both parties. The content of the agreement is as follows:

1. Both Party A and Party B have the responsibility to educate their employees and prohibit any form of solicitation, bribery, or accepting of bribes in their economic activities. They also have the right and obligation to refuse any form of solicitation or bribery by the other party's personnel, and shall not accept bribes in any form.

2. The second party, whether as a unit or individual, shall not bribe the personnel of the first party or their relatives under any pretext or form (including but not limited to: cash, shopping cards or vouchers, securities, valuables, any form of leisure tourism entertainment).

3. Party B shall not entertain Party A's staff (or their families) or pay for any other form of consumption behavior of Party A's staff (or their families).

4. Employees of Party A and their families shall not request non official designated loans, leases, investments, or remuneration based work arrangements from Party B for the convenience of their personal or indirect work scope.

5. In economic exchanges, both parties shall notify each other in writing of any form of concession (rebate) given by either party to the other, and settle the payment through the financial departments of both parties.

6. Employees of both parties shall not participate in any behavior organized or implemented by the other party that damages the interests of their respective companies or damages the company's image. If there are any violators, they are willing to accept punishment and bear all civil, criminal, and economic compensation responsibilities.

7. Once it is discovered that Party B or its employees, or a third party commissioned by Party B, have engaged in bribery activities towards Party A or its employees, Party A has the right to terminate the relevant economic cooperation with Party B at any time. The losses incurred by Party A as a result shall be borne entirely by Party B. Party B agrees that Party A has the right to charge Party B a penalty for breach of contract equal to 10 times the value of the bribe. At the same time, Party A has the right to refuse to pay all accounts payable to Party B until the relevant legal proceedings or dispute resolution are concluded.



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8. If employees or relatives of Party A solicit bribes from Party B, Party B has the right to file a complaint with Party A's highest leadership or supervisory department.

9. Party B shall not jointly quote (collude) with other suppliers of Party A (i.e. Party B's peers) for a certain product required by Party A. If discovered, all cooperation qualifications will be cancelled and blacklisted, and cooperation will never be resumed.

10. This agreement serves as a long-term and effective annex to all contracts signed by both parties, and has the same legal effect as all contracts, until both parties jointly negotiate to terminate this agreement. For any matters not covered in this agreement, both parties may sign a supplementary agreement, which shall have the same legal effect as this agreement. This agreement shall come into effect from the date of signature and seal by both the buyer and seller. Two copies, each with equal legal effect, with each party holding one copy.

### Sign:

Party A: E-Business International, Inc.

Party B:

Sign:

Sign:

Signatory  
and  
Position:

Jack Zou / Vice President

Signatory and  
Position:

Date:

Date: