

DuPont Electronic Access Agreement (DEAA)

杜邦电子访问 (“DEAA”) 协议

This DuPont Electronic Access Agreement (“**Agreement**”) is made as of the date set forth below (the “**Effective Date**”) between E. I. DU PONT DE NEMOURS AND COMPANY or its undersigned affiliate (“**DuPont**”) and the undersigned company and its affiliates, agents, or subcontractors (“**Accessing Party**”). The parties hereto hereby agree as follows:

杜邦电子访问协议由杜邦公司或其下属分支机构 (“杜邦”) 与下述签署之公司包括下属公司及其分支、代理或次级承包商 (“信息接触方”) 于本协议文末所示之年月日签署。

1. **Scope.** DuPont grants access to, and use of, the DuPont and DuPont affiliate networks, computer systems, software and/or data (“Systems”) as specifically authorized by DuPont or a DuPont affiliate, in writing. DuPont and DuPont affiliates reserve the right to add to, delete from, or otherwise modify this authorization by electronic notice to Accessing Party. Accessing Party will not attempt to access or use any System except as specifically authorized and will cease any attempts to access System to the extent that any authorization to access has been terminated.

范围: 杜邦将批准访问并使用杜邦以及杜邦机构网络、计算机系统、软件以及/或者数据 (“系统”), 范围由杜邦或杜邦关联公司特别书面授权。杜邦及其关联公司保留以电子文档通知信息接触方的方式增加、删减或修改授权的权利。非经特别授权, 信息接触方不得试图接触或使用任何系统, 并且应在授权终止时停止接触任何系统。

2. **Access.** This grant of access is to Accessing Party employees, agents, or subcontractors (“Users”) only. The Accessing Party shall be liable for the actions or omissions of Users in using Systems. Users will use Systems only for legitimate business purposes in furtherance of Accessing Party's business relationship with DuPont or its affiliates and for no other purpose. Users access to Systems as well as utilization of access codes, passwords and access procedures, may be denied, changed or terminated, at any time, at the sole discretion of DuPont, without cause or liability to Accessing Party or Users.

信息访问: 访问权将仅限于信息接触方之雇员、代理商或者分包商 (“用户”)。信息接触方应负责用户在使用系统时的作为或者不作为。用户只能将系统用于促进信息接触方与杜邦之间商务关系的合法商业用途。不得用于其它用途。杜邦可在任何时候单方决定拒绝、更改或者终止用户对系统的访问权, 以及访问代码、密码及程序的使用权, 且不必说明理由或者对信息接触方或用户承担责任。

3. **Information Security.** Accessing Party agrees: (a) that the issuing, retention, and continuing use of accounts and SecurID tokens (or equivalent) by Accessing Party or Users are at the sole discretion of DuPont; (b) to return the SecurID tokens (or equivalent) issued to Users upon the request of DuPont; (c) to follow then current DuPont DISO policies, standards or procedures for information security; and (d) to prevent improper access to Systems or applications on Systems by Users. DuPont reserves the right to change its information security policies, standards or procedures at any time.

信息安全: 信息接触方同意: (a) 杜邦单方决定信息接触方或者用户的帐户及 SecurID 身份识别令牌 (或同等事物) 的发布、保留以及连续使用; (b) 杜邦提出请求时, 向杜邦归还发放给用户的 SecureID 身份识别令牌 (或同等事物); (c) 遵守当时的杜邦信息安全条例, 标准或者程序; 以及 (d) 防止用户不正当访问系统或者系统的应用程序。杜邦保留在任何时候修改其信息安全条例、标准或者程序的权利。

4. **Personal Identification Information.** With respect to any data that are contained in Systems and that identify or can be used to identify an individual (“Personal Identification Information”), Accessing Party will: (a) use Personal Identification Information only as instructed and permitted by DuPont, in compliance with all applicable laws, and will not use Personal Identification Information for any other purpose; (b) maintain appropriate physical, technical, and administrative safeguards to protect Personal Identification Information against unauthorized access or disclosure, and unauthorized, unlawful, or accidental loss, destruction, acquisition, damage or other use; (c) maintain the confidentiality of Personal Identification Information during

the term of this Agreement and for as long thereafter as Accessing Party has access to or possession of such information, and will not disclose or transfer Personal Identification Information to, or allow access by, any third party without DuPont's express prior written agreement; (d) encrypt all records and files containing Personal Identification Information, which is considered Special Personal Information, (that Accessing Party transmits or sends wirelessly or across public networks, stores on laptops or storage media, and stores on portable devices, where technically feasible; Special Personal Information means any of the following types of Personal Information: (i) social security number, taxpayer identification number, passport number, driver's license number or other government-issued identification number; or (ii) credit or debit card details or financial account number, with or without any code or password that would permit access to the account; credit history or (iii) information on race, religion, ethnicity, sexual orientation, medical or health information, genetic or biometric information, political or philosophical beliefs, trade union membership, background check information, judicial data such as criminal records or information on other judicial or administrative proceedings; and (e) return, archive, or destroy Personal Identification Information in its possession, in accordance with DuPont's instructions, upon termination or expiration of this Agreement.

个人识别信息：关于系统中识别个人，或可用于识别个人的信息（个人识别信息），信息接触方应该：

(a) 遵循所有现行法律，仅在杜邦指导和允许下，使用个人识别信息。不能将个人识别信息用于任何其他目的；(b) 确保适当的物理安全，技术安全和管理安全，保护个人识别信息不受非授权的访问或泄露，以及非授权，非法，或意外的遗失，销毁，获取，损坏或滥用；(c) 在本协议期限内，及信息接触方有权访问或拥有信息之后，保护个人识别信息的保密性，不可将个人识别信息泄露或转移给任何不持有杜邦书面协议的第三方，也不可允许其访问该信息。(d) 只要技术允许，加密所有信息接触方通过无线或公共网络传输，存储在手提电脑上，存储介质或移动设备上的所有含有的被定义为特有个人信息的个人识别信息的记录和文档。特有个人信息指以下任何一种个人信息：(i) 社会安全号码，纳税人识别号，护照号码，驾照号码或者其它政府颁发的识别号码；或(ii) 带有或不带有密码的，可以用于访问账户的信用卡或借记卡信息或财务帐号，信用记录；或者(iii) 可追溯宗教，种族，性取向的信息，医疗健康信息，基因或生物学信息，政治或哲学信仰，商业协会会籍，背景调查信息，司法记录如犯罪记录或其它司法或监管进程；(e) 遵照杜邦的指导，根据协议的终止或有效期限，归还，存档，或销毁个人识别信息。

5. **Term.** This Agreement is valid until terminated by either Party, at any time, without cause, fifteen (15) days after receipt of written notice thereof. Any breach of this Agreement by either Party will entitle the other Party to terminate this Agreement without prejudice to its rights or remedies available at law or in equity. Upon termination or expiration of this Agreement, Accessing Party will cease and will ensure that Users will cease all attempts to access Systems. Termination or expiration of this Agreement will not relieve Accessing Party of its obligation to hold Confidential Information as confidential.

协议期限：本协议持续有效，直至任何一方在任何时候无需任何理由提前十五（15）日向另一方发出书面通知而终止。任何一方对于本协议的违反都将赋予另一方终止本协议的权利，同时不会损害到该另一方根据法律所享有的权利或救济。本协议终止或到期后，信息接触方应当停止并且应确保用户停止访问系统。信息接触方对保密信息的保密义务不因本协议的终止或到期而解除。

6. **Confidentiality.** Except to the extent that the parties have entered into a separate confidentiality agreement addressing any technical and business information (including Personal Identification Information) which is made available to Users in connection with this Agreement, such information is regarded by DuPont as confidential except for any such information (other than Personal Identification Information) which was previously known to Accessing Party as shown by its prior written records, or is publicly disclosed through no fault of Accessing Party ("Confidential Information"). Accessing Party and Users will keep confidential and not disclose any Confidential Information to any third party. **Except for Personal Identification Information which shall remain confidential by Accessing Party in accordance with Article 4(c),** Accessing Party's obligation of confidentiality will continue for the term of this Agreement and for ten (10) years thereafter"

保密：除非双方已另行达成保密协议，否则任何因本协议而为用户所获知的技术或经营信息（包括个人识别信息）都为杜邦视为保密信息，但信息接触方之前的书面记录显示其已知悉的信息以及非因信

息接触方过错而为公众所知晓的信息（不同于个人识别信息）除外（“**保密信息**”）。信息接触方和用户应当为保密信息保密，并不得透露给任何第三方。除了应该由信息接触方遵照条款**4(c)**保密的个人识别信息之外，信息接触方保密义务的期间为本协议的期限以及之后十（10）年。

7. **Laws.** Accessing Party will abide by all applicable laws, statutes, rules, ordinances and regulations including export control laws and regulations. This Agreement will be governed by the laws of the People’s Republic of China and any dispute arising from or in connection with this Agreement shall be submitted to China International Economic and Trade Arbitration Commission Shanghai Sub-commission for arbitration in Shanghai. Any personal identification information provided to DuPont will be used to provide access to Systems. By executing this Agreement, Accessing Party agrees that DuPont may use such information and may transfer such information to DuPont affiliates and third party contractors and warrants that Accessing Party has provided notice and secured consent from Accessing Party’s employees and sub-contractors for such use. Accessing Party represents and warrants that it has made or will make all reasonable enquiries (regarding information as is publicly available and accessible online) on the US Department of the Treasury – Office of Foreign Assets Control List (<http://www.treasury.gov/offices/enforcement/ofac/programs/>) and the various Denied Persons and Entities lists on the Bureau of Industry & Security of the US Department of Commerce (<http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>) and on the basis of such reasonable enquiries and to the best of its knowledge and information: (i) it shall not establish a presence in a US restricted country as identified on the US Department of the Treasury – Office of Foreign Assets Control List; (ii) neither it nor any of its employees or subcontractors undertaking work for DuPont pursuant to the Agreement are listed on the various Denied Persons and Entities lists.

法律. 信息接触方应遵守所有适用的法律、条例、规定、法令以及规章，包括关于出口管制的法律和规章在内。本协议将受中华人民共和国法律管辖，且任何因本协议所生或与本协议有关的争议应当提交中国国际经济贸易仲裁委员会上海分会在上海仲裁。任何提供给杜邦的个人识别信息都将用以系统的访问。通过签订本协议，信息接触方同意杜邦可以使用该信息并将该信息传递给杜邦关联公司和第三方承包商，信息接触方并保证其已发出通知并获取了其员工和分包商对该等使用的许可。信息接触方声明并保证，其已经或将要，就美国财政部国外资产管制清单办公室

(<http://www.treasury.gov/offices/enforcement/ofac/programs/>)及美国商务部工业与安全局作出的各项“拒绝人员及企业清单” (<http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>)所提出的所有合理询问（关于可于因特网公开获取的信息），及基于这些合理询问基础上提出的询问，尽其所知，（i）它不会在美国财政部国外资产管制清单办公室指明予以限制的任何国家存在；（ii）它或它的雇员或分包方根据本协议而从杜邦所承接的工作均不列于各项“拒绝人员及企业清单”中。

8. **Warranties & Limitations of Liability.** DUPONT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR AGAINST INFRINGEMENT, ARISING OUT OF THIS AGREEMENT OR THE USE OF THE SYSTEM BY ACCESSING PARTY OR USERS. DUPONT WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT. Any loss or damage occurring to Accessing Party or Users arising from the use of Systems will be the sole responsibility of Accessing Party or Users. Without limiting the foregoing, DuPont will not be liable to Accessing Party or Users: for any loss or corruption of Accessing Party data stored in or transmitted through Systems; for any incorrect results obtained by using Systems; for any interruption of access or use of Systems for whatever reason; for access of any Accessing Party data by third parties; or for toll fraud in accessing, using, or egressing Systems.

保证和责任限制： 杜邦未作出任何明示或暗示的保证，包括对特定目的适用性、适销性、所有权的保证以及保证本协议和信息接触方或用户对系统的使用不会导致侵权。杜邦不承担因本协议而产生的任何间接、专门和惩罚性的损害赔偿。信息接触方或用户因使用系统而遭受的任何损失和损害都将由其自身承担完全的责任。在不限制上述条款的同时，杜邦对信息接触方和用户不承担下列事项的责任：储存在系统内和通过系统进行传递的信息接触方数据的丢失和损坏；因使用系统而获得的任何错误结

果；因任何原因而导致的系统访问或使用的中断；第三方获取信息接触方的数据；以及发生在访问、使用和进入系统过程中的收费欺诈。

9. **Ownership & Use.** Except for information or data inputted into Systems by Accessing Party ("Accessing Party Information"), all information, including data, created or contained in Systems, including messages, is the property of DuPont or one or more third parties ("Information"). Accessing Party hereby assigns to DuPont, to the extent it has the right so to do, all of its right, title, and interest in and to Information created on Systems. Except as otherwise required by law, DuPont hereby grants to Accessing Party a non-exclusive, perpetual, royalty free license to use such Information for legitimate business purposes in furtherance of Accessing Party's business relationship with DuPont or its affiliates and for no other purpose. Except as otherwise required by law, Accessing Party hereby grants to DuPont a non-exclusive, perpetual, royalty free license to use Accessing Party Information for legitimate business purposes in furtherance of Accessing Party's business relationship with DuPont or its affiliates and for no other purpose.

所有权和使用权：除信息接触方输入系统的信息和数据之外（“信息接触方信息”），所有系统产生的或储存在系统内的信息，包括数据和讯息均为杜邦或一个或多个第三方的财产（“信息”）。对于基于系统而产生的信息，信息接触方特此在其有权范围内向杜邦转让所有该信息的权利、所有权和利益。除非法律另有规定，杜邦特此永久、免费授予信息接触方非独家使用该信息的权利，但其使用仅可为合法经营目的，并用以促进信息接触方与杜邦或其关联公司的业务关系，而不得为任何其他目的。除非法律另有规定，信息接触方特此永久、免费授予杜邦非独家使用该信息的权利，但其使用仅可为合法经营目的，并用以促进信息接触方与杜邦或其关联公司的业务关系，而不得为任何其他目的。

10. **Indemnity.** Accessing Party shall, to the extent permitted by law, indemnify, defend, and hold DuPont safe and harmless from and against all third party or Users claims, liabilities (including reasonable attorney fees), damages, copyright infringements, losses or expenses, to the extent arising out of any negligence, willful misconduct, breach of contract or violations of law by Accessing Party or Users in the performance of this Agreement.

赔偿：对于信息接触方或用户在履行本协议过程中因过失、故意、违约、违法行为所导致的任何第三方或用户提起的索赔主张、产生的责任（包括合理的律师费）、损害、版权侵犯、损失和费用，信息接触方应当在法律允许的情况下赔偿和保护杜邦免受损害。

11. **Viruses.** Accessing Party shall be liable for all damage to or loss of computer files or programs, disruption of use of all or any part of System or other DuPont computer systems, or other loss or damage to DuPont, which results in whole or in part, directly or indirectly, from Accessing Party introducing a computer virus or other code designed to destroy, corrupt, facilitate theft of data or software, or disable or lock software or Systems on DuPont computer systems or networks. Accessing Party shall not be so liable to the extent that such computer virus or such other code was unintentionally introduced on DuPont computer systems or networks and Accessing Party has used reasonable care to detect and eliminate computer viruses using then-current industry standard security and anti-virus tools.

病毒：如信息接触方在杜邦计算机系统或网络中引入任何计算机病毒或其他旨在破坏和方便窃取数据或软件或使得软件或系统失去功效或锁定的代码，从而间接或直接，全部或部分导致了计算机文件或程序的损坏或损失，或系统或其他杜邦计算机系统全部或部分使用功能的丧失，或其他杜邦遭受的损失和损害，信息接触方应当承担全部责任。如该计算机程序或其他代码并非由信息接触方故意引入，且信息接触方已尽合理努力利用当时行业标准的安全和反病毒工具对计算机病毒予以了监测和清除，则信息接触方无需承担责任。

12. **Software.** In no event will Users copy, download, modify, reverse engineer, decompile, disassemble, or create derivative works of DuPont software programs, or third party software programs licensed to DuPont.

软件：在任何情况下，用户都不得对杜邦的软件程序或杜邦获准使用的第三方软件程序进行复制、下载、修改、反向工程、反向编译、反汇编以及创建衍生程序。

13. **Internet Access.** Except to the extent access rights are expressly granted by DuPont to Accessing Party, in writing, neither Accessing Party nor any of its employees, agents, officers or directors not located at a DuPont owned or managed site will access or use the Internet through any DuPont gateway or other DuPont connection to the Internet. Such use by "on-site" Users will only be for legitimate business purposes. In no event will Users represent that they have authority to bind, or to act for or on behalf of, DuPont or any DuPont affiliate unless DuPont has previously authorized them to do so in writing. Users will not use such DuPont connection in violation of any law, statute, regulation, rule or ordinance of any government entity, domestic or foreign, and will not use such DuPont connection in a way that will subject DuPont to any criminal or civil liability.

互联网访问： 除非杜邦以书面形式明确授予信息接触方访问权，否则非置身于杜邦拥有或管理场所的信息接触方及其任何雇员、代理商、管理人员和董事均不得通过杜邦网关或其他连接访问或使用互联网。位于杜邦场所用户的使用仅得为合法经营之目的。除非杜邦事先书面授权，否则用户不得声称其有权约束杜邦或其关联公司或代表其行事。用户使用杜邦的网络连接时不得违反国内外法律、法规、规章或其他政府部门的规定，不得使杜邦遭受任何刑事或民事责任。

14. **Assignment.** This Agreement may not be assigned by the Accessing Party without the prior written consent of DuPont, which may be withheld by DuPont in its sole judgment.

转让： 在取得杜邦书面同意之前（是否同意完全由杜邦自行决定），信息接触方不得转让本协议。

15. **Independent Contractor.** Nothing in this Agreement will be construed to constitute Accessing Party or any of its employees as an employee, agent, joint venturer or partner of DuPont.

独立协议： 协议中的任何条款均不得解释为将信息接触方或其任一雇员视做杜邦的雇员、代理商、合资方或合作方。

16. **Criminal Background Checks.** To the extent permitted by applicable law, and in accordance with the document , http://www.dupont.com/content/dam/dupont/general/suppliers/supplier-center/documents/Legal/DuPont_US_Supplier_Criminal_Background_Investigation_Requirements-20170109.pdf , Accessing Party shall ensure (and certify upon request by DuPont) that a criminal background check of each Accessing Party employee, agent, and subcontractor accessing the DuPont network has determined that each such individual (i) has not been convicted of any felony or misdemeanor crime (or similar crimes in a non-U.S. jurisdiction) during the previous seven (7) years and (ii) does not have any known criminal convictions that occurred prior to such seven (7) year period.

犯罪背景核查： 在适用的法律所允许的范围内，根据以下文件 http://www.dupont.com/content/dam/dupont/general/suppliers/supplier-center/documents/Legal/DuPont_US_Supplier_Criminal_Background_Investigation_Requirements-20170109.pdf 的规定，信息接触方应保证（且依照杜邦要求予以证明），对访问杜邦网络的信息接触方所有雇员、代理商和分包商的犯罪背景调查已经能够确认以上个体(i) 在过去七（7）年内不曾被判处轻罪或重罪（或者在非美国司法管辖区域内类似罪行），以及(ii) 在上述七（7）年之前未实施任何已知的刑事罪行。

17. **Entirety** This Agreement embodies the entire understanding between DuPont and Accessing Party and there are no contracts, agreements, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein. **The terms of this Agreement are applicable only to access and use of DuPont Systems residing behind DuPont firewalls. All purchases, sales or other transactions are governed by and subject to their respective terms and conditions and not by the terms of this Agreement.**

完整协议： 本协议构成杜邦与信息接触方之间的完整协议。本协议之外不存在任何关于本协议标的事宜的其他口头或书面、明示或默示的合同、协议、协定、条件、保证和陈述。本协议的条款仅适用于

访问或使用杜邦防火墙以内的杜邦系统。所有的采购，销售或其他交易都遵从其相关的条款和条约，而非本协议的条款。

18. **Acceptance.** Providing User with electronic access to the System by DuPont shall be deemed acceptance of the Agreement by DuPont.

协议的接受：杜邦授予用户电子系统接入权限将被视为杜邦对本协议的接受。

Signature Section

签名部分

Accessing Party Organization Name (printed) 信息接触方名称（打印）：

(Legal Company Name 公司名称)

Accessing Party Organization Address (printed) 信息接触方地址（打印）

Accepted by (printed) 代表人（打印）：_____

(Accessing Party Authorized Approver 信息接触方授权代表)

Signature 签名

Title 职务：_____

Address 地址：_____

Country 国家：_____

Telephone Number 电话：_____

E-Mail 电子邮件：_____

Date 日期: _____