

PURCHASE DISCLAIMER

This **PURCHASE DISCLAIMER** (the “Disclaimer”) is made and entered into as of _____ (the “Effective Date”), by and between SmartSens Technology (HK) Co., LTD, and its affiliates (“SMARTSENS”) and _____, and its affiliates (“CUSTOMER”). Each of the foregoing entities may be singularly referred to herein as a “Party” and collectively as the “Parties”. This Purchase Disclaimer is intended to be the disclaimer related to the **SALE/PURCHASE Agreement** between SMARTSENS and CUSTOMER.

In consideration for the Parties entering into this Disclaimer and subject to the terms and conditions of this Disclaimer, SMARTSENS desires to sell and supply to CUSTOMER, and CUSTOMER desires to purchase from SMARTSENS, the products (defined below).

Now, therefore, the Parties to this Purchase Disclaimer agree as follows:

1. DEFINITIONS.

1.1 Affiliates mean any existing or future entity (defined below): (i) directly or indirectly controlling a party; (ii) under the same direct, indirect or joint ownership or control as a party; or (iii) directly, indirectly or jointly owned or controlled by a party. As used herein, the term “control” (including any variations thereof) means the power of authority, directly or indirectly, to direct or cause the direction of the management and policies of such party or entity, whether through ownership of voting securities or other interest, by contract or otherwise.

1.2 Entity means a corporation, partnership, limited liability company, or other enterprise, association, organization, or entity.

1.3 CUSTOMER means any entity or any person who purchase or sale the products provided by SMARTSENS directly or indirectly, includes but not limited to the Ditsy, distributor, or customer.

1.4 The products mean semiconductor devices (e.g. chip, module, sample) including any firmware or other software resident thereon, as provided by SMARTSENS.

2. DISCLAIMER.

We hereby confirm as to the following:

2.1 The ordered products are not for defense, military or aerospace use.

2.2 The ordered products are not “controlled products” (controlled products are any product that does not fall in the general “no license required” classification for the relevant export jurisdictions (e.g. for US-EAR 99)).

2.3 The ordered products will not be shipped to any embargoed countries or any country of concern.

2.4 We will not use the products provided by SMARTSENS in any nuclear, chemical or biological weapons-related activities (nor will we: (i) knowingly re-sell, re-export or transfer the products to entities involved in any of the above activities or (ii) transfer or re-export to any third parties the products without any required prior governmental permission) including without limitation development, design, manufacture, construction, production, testing, stockpiling, installation, operation, maintenance or use thereof. Shall we plan to use the products otherwise than as stated hereinbefore or if the products are subject export control, we guarantee that we shall obtain all required licenses and/or permits issued by the relevant regulators adherence to valid laws and regulations.

WE ACKNOWLEDGE THAT:

I. This Purchase Disclaimer will be honored beyond any termination of the business relationship with SMARTSENS.

II. SMARTSENS will not be held responsible for any damages or any legal disputes caused by CUSTOMER against this Purchase Disclaimer.

CUSTOMER: _____

Authorized Signature: _____

Print Name and Title: _____

Date: _____



购销免责声明

本**购销免责声明**由 智感微电子科技（香港）有限公司 及其附属公司（简称“智感微”）和 _____ 及其附属公司（简称“客户”）于 _____（日期）签署并生效。本声明中所述公司单独称为“一方”，两者称为“双方”。本购销免责声明旨在作为智感微公司与“客户”之间的购买/销售协议（或合同）相关的免责声明。

基于签署本免责声明的双方并根据本免责声明的各项条款及条件，智感微公司旨在销售并提供产品（以下定义）给客户。

因此，现在双方达成购销免责声明内容如下：

1. 定义

1.1 附属公司 指已经存在的或未来存在的公司实体（以下定义）：(i) 直接或间接地控制所述一方公司；(ii) 与所述一方公司在同一直接，间接或共同所有权下，或控制下；(iii) 由所述一方公司直接地，间接地或共同拥有或控制。如此处所述，“控制”（包括其任何变化）一词指的是直接或间接指导或促使所述一方或公司实体的管理及政策方向的权力，无论是通过持有表决权的证券或其他利益，通过合同或其他方式。

1.2 公司实体 指公司，合伙企业，有限责任公司或其他企事业单位，协会，组织或实体。

1.3 客户 指任何直接或间接购买或销售智感微公司提供的产品的公司实体或个人，包括但不限于总代理商，分销商或客户。

1.4 产品 由智感微公司提供的其上包括任何固件或其他软件的半导体设备（如芯片，模块，样品等）。

2. 免责声明

在此我们确定如下信息：

2.1 订购的产品不用于国防、军事或航空航天。

2.2 订购的产品不是“受控产品”（受控产品是指不属于相关出口管辖区一般“无需许可证”类别的任何产品（例如 US-EAR99））。

2.3 订购的产品将不会运输到任何禁运国家或任何相关的国家。

2.4 我们不会在任何核、化学或生物武器相关活动中使用智感微公司提供的产品（我们也不会：(i) 故意将产品转售、再出口或转让给参与上述活动的公司实体或个人，或 (ii) 在不具备任何事先政府许可的情况下将产品转让或再出口给任何第三方）包括但不限于开发、设计、制造、施工、生产、测试、储存、安装、操作、维护或使用。如果我们计划以上述所述内容以外的使用所述产品，或者如果产品受出口管制，我们保证我们会获得相关监管机构根据有效法律法规颁发的所有必要许可证和/或许可证。

我们承诺并接受：

I. 本购销免责声明将在与智感微公司的任何相关业务关系终止后予以持续遵守。

II. 智感微公司对于因客户违反本购销免责声明而造成的任何损害或任何法律纠纷，不承担任何后果和责任。

客户名称： _____

授权代表签字： _____

姓名和职位（打印）： _____

日期： _____