

Lear desires to obtain certain services from Supplier and Supplier desires to provide such services to Lear on the terms and subject to the conditions set forth in this Agreement.

李尔希望依据本协议的条款和条件从服务提供商处获得一定的服务，而服务提供商也希望依据本协议的条款和条件向李尔提供该等服务。

The parties, intending to be legally bound, agree as follows:

双方达成以下一致意见并同意受其约束：

### 1. Term 有效期

The term of this Agreement (the “Term”) shall be as specified in Article 1 of Schedule A hereto attached. A writing signed by duly authorized representatives of both parties must evidence any extension or renewal of this Agreement.

本协议的有效期（“有效期”）见本协议附件一第一条。本协议的任何延期或续展须以书面方式作出并经双方正式授权代表签署。

### 2. Services 服务

During the Term, Supplier shall provide to Lear, and Lear shall purchase from Supplier, on an as-needed basis, the services described on **Schedule A** to this Agreement (singularly, a “Service”; collectively, the “Services”). **Schedule A** may be amended from time to time to add or delete Services by mutual written agreement of duly authorized representatives of Lear and Supplier. Nothing in this Agreement shall preclude Lear from obtaining services from third parties or its own internal sources, including services substantially the same as or similar to the Services.

在有效期内，基于即需即供的原则，服务提供商应向李尔提供、李尔应从服务提供商采购本协议附件一中所述的服务（“服务”）。经双方正式授权代表签署书面文件，双方可不时对附件一进行修改以增加或减少服务。本协议任何内容不构成对李尔从第三方或从其自身内部资源获取服务（包括实质上与服务相同或相似的服务）的限制。

Such other agreements between the parties, including but not limited to technical requirements, can be further included in Schedule A hereto attached.

双方有关服务的其它约定，包括但不限于技术方面的要求，可在附件一中约定。

### 3. Performance 履行

Supplier shall perform all Services in accordance with the highest standards of professional and ethical competence and integrity in Supplier’s industry and shall ensure that all employees assigned to perform any Services under this Agreement will conduct themselves in a manner consistent therewith. Supplier shall perform the Services in a diligent, prompt and professional manner by individuals with the necessary knowledge, skills, expertise and training to provide the Services. In performing the Services, Supplier shall comply with all applicable laws and regulations and with all reasonable policies and procedures of Lear. Supplier shall provide Lear with reasonable access to persons performing Services under this Agreement and shall promptly replace any such person that Lear considers unfit or otherwise unsatisfactory. In the event that during the Term any employees of Supplier are physically located on Lear’s premises, Supplier shall cause such employees located on Lear’s premises to sign and deliver to Lear a confidentiality agreement reasonably acceptable to Lear.

服务提供商应根据其业内最高专业水准和职业道德规范提供所有的服务，并确保所有被安排从事本协议项下任何服务的员工按上述标准和规范行事。服务提供商应安排具备提供服务所需知识、技能、专业技术和培训的人员，以勤勉、迅速和专业的方式提供服务。在提供服务的过程中，服务提

供商应遵守所有适用的法律、法规以及李尔的所有合理政策和程序。服务提供商应使李尔得以合理接触履行本协议项下服务的人员，并应立即替换李尔认为不合适或不满意的人员。如在有效期内服务提供商的任何雇员在李尔的办公场所工作，服务提供商应促成该等雇员签署并向李尔交付一份令李尔合理满意的保密协议。

### 4. Service Representative(s) 服务代表

From time to time during the Term, Lear may designate to Supplier in writing one or more individuals as Lear’s representative(s) for the arrangement of all Services under this Agreement (the “Lear Service Representative(s)”). For so long as any written designation by Lear is in effect, Supplier shall take direction from and shall consult exclusively with the Lear Service Representative(s) in connection with the performance of Services under this Agreement; provided, however, that Supplier shall not take, or omit to take, any action at the direction of any Lear Service Representative(s) in contravention of the terms of this Agreement, unless such action or omission by Supplier is authorized in a written amendment to this Agreement signed by each of Lear and Supplier. Unless otherwise expressly agreed in writing by a duly authorized representative of Lear, the Lear Service Representative(s) shall not have the authority to bind Lear to any amendment, modification, waiver, extension or renewal of this Agreement.

李尔在有效期内可不时以书面形式向服务提供商指定一名或多名人员，作为安排本协议项下所有服务的李尔的代表（“李尔服务代表”）。只要李尔做出的任何书面指定尚为有效，服务提供商应就与本协议项下与履行服务相关的事宜遵从李尔服务代表的指令并仅与李尔服务代表商议，但服务提供商不得根据李尔服务代表的指令违反本协议条款采取或不采取任何行动，除非服务提供商的该等作为或不作为为获得李尔和服务提供商书面签署的本协议修订案的授权。除非李尔的正式授权代表以书面方式明确同意，否则李尔服务代表无权使李尔受本协议任何修订、修改、放弃、延期或续展的约束。

During the Term hereof, Supplier shall designate to Lear in writing one or more individuals as Supplier’s representative(s) for the arrangement of all Services under this Agreement (the “Supplier Service Representative(s)”). When designating, Supplier shall clearly inform Lear in writing the authority of the Supplier Service Representative(s) who shall be regarded as with full authority to sign any document and take any action on behalf of and binding upon Supplier if their authority is not clearly designated in writing.

本协议有效期内，服务提供商应以书面形式向李尔指定一名或多名人员作为安排本协议项下所有服务的服务提供商代表（“服务提供商代表”）。指定服务提供商代表时，服务提供商应将服务提供商代表的授权权限明确地书面告知李尔，否则，服务提供商代表即被视为拥有代表和约束服务提供商的全部授权来签署任何文件和采取任何措施。

### 5. Fees and Payment 服务费用及支付

(a) The fee for each Service and the payment schedule are as set forth on **Schedule A**. Amounts owed by Lear for the cost of Services shall be due after Lear’s receipt and approval of an invoice for such Services from Supplier.

(a) 附件一列明了每项服务的费用及其支付安排。李尔应付的服务费用应仅在李尔收到服务提供商提供的服务发票并批准该等发票后方支付。

(b) Supplier shall submit invoices to Lear in a form acceptable to Lear. Each invoice shall accurately describe in sufficient detail the actual Services performed and the period of performance for Services rendered under this Agreement. Where applicable, the Lear Service Representative(s) shall be responsible for approving all invoices submitted by Supplier. Payment terms will begin to run once the latest correct invoice is received and approved by Lear.

(b) 服务提供商应向李尔提交李尔可接受形式的发票。每张发票应该准确并详细列明实际履行的服务以及本协议项下的服务的履行期间。如适用，李尔服务代表应负责审批服务提供商提交的所有发票。支付期限应在李尔收到并批准了最新的正确发票后开始计算。

(c) Upon Lear's request, Supplier shall furnish to Lear such additional written reports concerning Supplier's activities under this Agreement as may be necessary or desirable for Lear to review Supplier's performance of Services under this Agreement or any of Supplier's invoices for such Services. Supplier shall maintain complete and accurate records with respect to all Services performed under this Agreement.

(c) 经李尔要求，李尔认为有必要或希望审查服务提供商履行本协议项下服务的情况，或者服务提供商就该等服务开具的任何发票，服务提供商应向李尔提供在本协议项下活动的附加书面报告。服务提供商应保存与本协议项下履行的所有服务有关的完整、准确记录。

(d) If Supplier is included in Lear's Central Payables System ("CPS"), payment terms are those set for Supplier in CPS. If Supplier is not included in CPS, payment terms are as follows: invoices received and approved by Lear will be paid within sixty (60) days of Lear's receipt and approval of such invoices.

(d) 如果李尔的中央支付系统（“中央支付系统”）中包括服务提供商在内，则支付期限适用针对中央支付系统中的服务提供商规定的支付期限。如果中央支付系统中不包括服务提供商，则支付期限为：李尔收到并批准的发票将在李尔收到并批准该等发票后的六十（60）日内支付。

(e) Supplier represents that the price charged to Lear for Services is at least as low as the price charged by Supplier to companies of a class similar to Lear under conditions similar to those specified in this Agreement. During the Term, Supplier shall ensure that the price charged to Lear for Services remains competitive with the price for similar services available to Lear from other service providers.

(e) 服务提供商保证，其向李尔收取的服务费用至少不高于服务提供商按与本协议规定相似的条件向与李尔类似档次的公司收取的费用。在有效期内，服务提供商应确保与其他服务提供商可向李尔提供的类似服务所收取的费用相比，服务提供商就服务向李尔收取的费用始终具有竞争力。

(f) In addition to any right of setoff or recoupment provided or allowed by law, all amounts owed by Lear to Supplier shall be considered net of any indebtedness or obligations of Supplier to Lear. Lear may setoff against or recoup from any amounts due or to become due from Supplier to Lear however and whenever arising.

(f) 除法律规定或允许的任何抵销权或抵扣权外，李尔应付服务提供商的所有款项应被视为扣除服务提供商对李尔的任何负债或债务后的净额。李尔可从服务提供商的到期或即将到期的任何款项（无论因何及何时产生）中进行抵销或抵扣。

(g) Any taxes levied on the fee for Services paid by Lear to Supplier hereunder shall be paid by the Supplier itself.

(g) 就李尔向服务提供商支付的服务费用所征收的任何税款或费用，由服务提供商自行缴纳。

## 6. Warranties 保证

Supplier warrants that the Services will comply with and conform to the specifications set forth in this Agreement and any other specifications or description furnished to or by Supplier. Supplier acknowledges that it is responsible for the accuracy, reliability, completeness, validity and timeliness of all Services to be provided under this Agreement. Supplier warrants that for all Services, Supplier shall have the license, qualification, expertise and resources necessary to provide the

Services in accordance with applicable laws and regulations and with this Agreement. Supplier warrants that all Services shall be provided in the time frames set forth in this Agreement.

服务提供商保证，服务将遵守并符合本协议载明的规格以及向服务提供商提供或由服务提供商提供的任何其他规格或说明。服务提供商认可其对本协议项下将提供的一切服务的准确性、可靠性、完整性、有效性及及时性负责。服务提供商保证，对于一切服务，其应具备依据适用法律、法规以及本协议提供服务所需的许可、资质、专业技能及资源。服务提供商保证一切服务应在本协议规定的期限内提供。

Supplier shall ensure that when it collects and provides the personal information of individuals in the performance of this Agreement, it shall comply with the relevant laws and regulations on data privacy, and if any of such personal information is provided by Supplier to Lear, the same would be deemed to have been done so with the consent of each individual.

在履行本协议时，服务提供商应确保其收集并提供个人信息时，应遵守有关数据隐私的相关法律、法规。如果服务提供商向李尔提供任何此类个人信息，视为服务提供商是在已经获得每个人同意的情况下进行的。

When providing the Services hereunder, Supplier guarantees to observe the Code of Business Conduct and Ethics of Lear Corporation (available at [www.lear.com](http://www.lear.com)).

服务提供商保证在按本协议提供服务时遵守李尔公司《商业行为和道德规范准则》（可从[www.lear.com](http://www.lear.com)获得）。

## 7. Indemnification 赔偿

Supplier agrees to indemnify and hold harmless Lear and its affiliates, and each of their respective directors, officers, employees and agents (collectively, the "Lear Indemnified Parties") from and against any and all loss, cost, liability, damage, penalty, fine, judgment, claim or expense (including actual attorneys' fees) incurred by or asserted against any of the Lear Indemnified Parties in connection with or arising from (a) Supplier's performance of or failure to perform the Services or any other obligations under this Agreement; (b) the breach by Supplier of any of its representations or warranties under this Agreement; (c) the infringement or alleged infringement by any Service of a third party's patent, copyright, trademark, trade secret or other intellectual property right; (d) the negligence or intentional wrongful act of Supplier, its employees, authorized subcontractors, agent or representatives that causes injury to a person or damage to property; and/or (e) the failure of Supplier, its employees, subcontractors, agents, or representatives to comply with any applicable laws and regulations.

对于(a) 服务提供商履行或未能履行本协议项下的服务或任何其他义务；(b) 服务提供商违反其在本协议项下的任何陈述或保证；(c) 任何服务侵犯或被指称侵犯第三方的专利、版权、商标、商业秘密或其他知识产权；(d) 服务提供商、其雇员、经授权的分包商、代理或代表的造成人身伤害或财产损害的疏忽或故意不当行为；及/或(e) 服务提供商、其雇员、分包商、代理或代表未能遵守任何适用法律、法规相关或由此引起的、李尔及其关联方、其各自的董事、管理人员、雇员及代理（合称“李尔受偿方”）中任何方发生的或针对李尔受偿方中任何方提出的任何及所有损失、费用、责任、损害、处罚、罚款、判决、要求或开支（包括实际的律师费用），服务提供商同意对李尔受偿方进行赔偿并使其免受损害。

## 8. Ownership of Materials 资料所有权

Lear shall have and retain all rights, title and interests, including all intellectual property rights, in and to all computer software and other products, and all documents, summaries, reports, analysis, studies or other materials created by Supplier in connection with, or pursuant to, this Agreement, including, but not limited to, all copyrightable works of original authorship (including

computer programs, technical specifications and manuals), ideas, inventions (whether patentable or not), "know-how," processes, compilations of information, trademarks and other intellectual property (collectively, the "Proprietary Materials"). To the extent that, by operation of law, Supplier owns any intellectual property rights in such Proprietary Materials, Supplier hereby assigns to Lear all rights, title and interest in and to such Proprietary Materials. Supplier shall, at Lear's expense, provide whatever assistance is reasonably required by Lear to perfect, secure, enforce or otherwise maintain its interests in all Proprietary Materials.

对于所有计算机软件和其他产品, 以及服务提供商就本协议有关或依据本协议所创建的所有文件、概要、报告、分析、研究或其他资料, 包括但不限于所有受版权保护的原作品著作权作品(包括计算机程序、技术规格和说明)、思想、发明(无论是否可获得专利)、专有技术、工艺、信息编辑、商标及其他知识产权(合称“专有资料”), 李尔应拥有并保留一切权利、权属及权益, 包括所有知识产权。如果法律规定服务提供商拥有对上述专有资料的任何知识产权, 服务提供商特此向李尔转让对该等专有资料的一切权利、权属及权益。服务提供商应提供为完善、保证、执行或以其他方式维护李尔对所有专有资料的权益而合理要求的任何协助, 费用由李尔承担。

#### 9. Insurance Requirements 保险要求

Supplier shall obtain and maintain during the Term, at Supplier's sole expense, insurance coverage customary in the industry and as otherwise required by law or reasonably requested by Lear with such insurance carriers and in such amounts as are reasonably acceptable to Lear.

服务提供商应在有效期内取得并维持业内通常险种以及法律另行规定的或李尔合理要求的险种, 保险公司及保险金额为李尔可以合理接受的, 费用由服务提供商自行承担。

Supplier shall furnish to Lear certificates of insurance setting forth the amount of coverage, policy number and date(s) of expiration for insurance maintained by Supplier, and Supplier shall give Lear thirty (30) days prior written notification with respect to any termination of insurance or reduction in the amount or scope of insurance coverages. Supplier's furnishing of certificates or notifications of insurance or purchase of insurance shall not release Supply of any of its obligations or liabilities under this Agreement.

服务提供商应向李尔提供保险凭证, 其中载明服务提供商投保的保额、保单号及到期日, 对于保险的终止、保额或承保范围的减少, 服务提供商应给予李尔三十(30)天的事先书面通知。服务提供商提供保险凭证或通知或投保并不解除其在本协议项下的任何义务或责任。

#### 10. Business and Financial Condition of Supplier 服务提供商的业务及财务状况

Supplier represents and warrants to Lear as of the date of this Agreement, that it is not insolvent and is paying all debts as they become due; that it is in compliance with all loan covenants and other obligations; that all information provided by Supplier to Lear concerning Supplier's business and financial condition is true and accurate.

服务提供商在本协议签署日向李尔陈述并保证, 其未资不抵债并正在支付所有到期债务; 其遵守所有贷款承诺和其他义务; 其向李尔提供的服务提供商业务及财务状况的所有信息均真实准确。

#### 11. Required Consents 所需同意

Any consents, approvals or amendments to existing agreements of Supplier necessary to allow Supplier to provide Services to Lear shall be obtained by Supplier at Supplier's cost.

服务提供商应自负费用取得其向李尔提供服务所需的对服务提供商现有协议的任何同意、批准或修订。

#### 12. Confidentiality 保密

Supplier shall (a) keep all Lear Information confidential and disclose it only to those employees of Supplier who need to know such Lear Information in order for Supplier to perform the Services under this Agreement and (b) use Lear Information solely for the purpose of performing the Services under this Agreement.

服务提供商应: (a) 对一切李尔信息予以保密, 仅向为服务提供商履行本协议项下服务需要知悉该等李尔信息的雇员披露, 及(b) 仅为履行本协议项下服务之目的使用李尔信息。

"Lear Information" means all information provided to Supplier by Lear or its representatives in connection with this Agreement, including without limitation, pricing and other terms of this Agreement, technical "know-how," specifications, formulas, compositions, designs, sketches, photographs, samples, prototypes, test vehicles, manufacturing, packaging or shipping methods and processes, computer software and programs (including object code and source code), protocols, strategic business plans, results of testing, systems, financial information, product information, methods of operation, customer information, supplier information and other compilations of data. Lear Information also includes any materials or information that contain, or are based on, any Lear Information, whether prepared by Lear, Supplier or any other person. Upon termination of this Agreement, Supplier shall return to Lear any Lear Information in Supplier's possession or under its control and shall not use Lear Information for its own, or any third party's benefit.

“李尔信息”系指李尔或其代表就本协议向服务提供商提供的一切信息, 包括但不限于本协议的定价和其他条款, 技术秘密, 规格, 公式, 组成, 设计, 草图, 图片, 样本, 原型, 试验车辆, 制造、包装或运输方法及工艺, 计算机软件 and 程序(包括目标代码和源代码), 议定书, 商业战略计划, 试验结果, 系统, 财务信息, 产品信息, 经营方法, 客户信息, 供应商信息以及其他数据编辑。李尔信息亦包括含有或基于无论是李尔、服务提供商还是任何其他其他人编制的任何李尔信息的任何资料或信息。本协议终止时, 服务提供商应将其所拥有的或控制的任何李尔信息返还李尔, 不得为其自身利益或任何第三方利益使用李尔信息。

Supplier's confidentiality obligations shall survive termination of this Agreement, for so long as the Lear Information remains confidential. Supplier agrees that, in addition to any other remedies that Lear may possess hereunder, Lear shall be entitled to seek any and all other remedies and indemnifications under the applicable Chinese laws and regulations.

只要李尔信息仍为保密信息, 服务提供商的保密义务在本协议终止后继续有效。服务提供商同意, 除李尔可能按本协议享有的任何其他救济外, 李尔还应有权寻求现行中国法律、法规规定的任何及所有其他救济和损失赔偿。

#### 13. Termination 终止

If either party fails to perform any of its material duties or obligations pursuant to this Agreement and such failure is not cured within fifteen (15) days after written notice to the defaulting party specifying the nature of such failure, the other party may terminate this Agreement upon further written notice to the defaulting party. Notwithstanding the foregoing, Lear shall have the right to terminate this Agreement as to all or any Services at any time during the Term upon thirty (30) days' prior written notice to Supplier.

如果任何一方未能依照本协议履行其任何重要责任或义务, 且该等未履约在向违约方发出载明该等未履约的书面通知后十五(15)日内未得到补救, 则另一方经再次给予违约方书面通知后可终止本协议。尽管有前述规定, 李尔经提前三十(30)天事先书面通知服务提供商, 有权在有效期内随时就全部服务或任何服务终止本协议。

In the event of termination of this Agreement the parties shall have no further rights or obligations under this Agreement, except that rights and obligations of the parties that have accrued at the time of the expiration or termination such as Supplier's right to receive the Fees which already accrued.

本协议终止时，双方在本协议项下即不再有任何进一步的权利或义务，但双方在本协议期满或终止时已经产生的权利和义务（如服务提供商收取已经到期应付的服务费用的权利）除外。

Upon the expiration of this Agreement or the termination of this Agreement pursuant to this Section 13, Supplier shall deliver to Lear all notes, data, memoranda, software and other materials constituting work in progress and Lear shall pay to Supplier, in accordance with Section 5 of this Agreement, all costs and other sums owed by Lear to Supplier for Services actually performed through the date of such expiration or termination. Except for payment for such Services, Lear shall have no further liability or obligation to Supplier upon expiration or termination of this Agreement. The provisions of this Agreement relating to ownership, confidentiality and indemnification shall survive the expiration or termination of this Agreement.

本协议届满时或依据本第 13 条本协议终止时，服务提供商应向李尔交付构成进展中的工作的一切记录、数据、备忘录、软件及其他资料，李尔应依据本协议第 5 条就直至该等届满或终止之日实际履行的服务向服务提供商支付所有李尔应付服务提供商的费用及其他款项。除就该等服务进行支付外，在本协议届满或终止时李尔对服务提供商没有其他责任或义务。本协议关于所有权、保密及赔偿的规定在本协议届满或终止后继续有效。

#### 14. Independent Contract Relationship 独立合同关系

The relationship between Lear and Supplier under this Agreement is that of independent contract. Nothing in this Agreement shall be construed as creating a relationship between Lear and Supplier of joint ventures, partners, employer-employee, or agent. Neither party has the authority under this Agreement to create any obligations for the other party, or to bind the other party to any representation or document. Supplier will be responsible for all employees of Supplier that may provide Services to Lear. Personnel furnished by Supplier shall be and will remain Supplier's employees and under no circumstances are they to be considered Lear's employees or agents. No income tax of any kind shall be withheld or paid by Lear on behalf of Supplier or Supplier's employees. No employees of Supplier shall participate in any benefit of Lear, including health insurance, paid vacation or other benefit provided by Lear to its employees.

本协议项下李尔和服务提供商的关系为独立合同关系。本协议的任何内容不得被视为在李尔和服务提供商之间建立合资、合伙、雇主-雇员或代理的关系。本协议项下任何一方无权为另一方设立任何义务，或使另一方受任何声明或文件的约束。服务提供商将对向李尔提供服务的所有服务提供商雇员负责。服务提供商提供的人员应为且将始终为服务提供商的雇员，在任何情况下，该等人员不得被视为李尔的雇员或代理。李尔不得代表服务提供商或服务提供商的雇员代扣或支付任何种类的所得税。服务提供商的任何雇员不得参加李尔的任何福利项目，包括李尔为其雇员提供的健康保险、带薪假期或其他福利。

#### 15. Entire Agreement 完整协议

This Agreement (including all exhibits, schedules or other attachments hereto) and Lear's purchase orders to Supplier for Services under this Agreement constitute the complete and exclusive statement of the terms of the agreement among the parties with respect to the subject matter hereof and thereof and supersede all prior agreements, understandings, promises, and arrangements, oral or written, between the parties with respect to the subject matter hereof and thereof. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage

or a prior course of dealings. In the event of any conflict between the terms of this Agreement and the terms of Lear's purchase orders, the terms of this Agreement shall prevail.

本协议（包括随附的所有附件、附表或其他附录）以及就本协议项下的服务李尔向服务提供商发出的订单构成双方就本协议及订单主题事项达成的协议条款之完整、排他的陈述，并取代双方先前就本协议及订单主题事项达成的所有口头或书面协议、谅解、承诺及安排。本协议的规定不得通过贸易惯例或先前交易的证明加以解释、补充或限定。若本协议条款与李尔订单存在冲突，以本协议条款为准。

#### 16. Amendment 修订

This Agreement may be amended or modified only by an instrument in writing signed by duly authorized representatives of both of the parties.

本协议仅可通过双方正式授权代表签署书面协议方可予以修订或修改。

#### 17. Third Parties 第三方

Nothing in this Agreement, express or implied, is intended to or shall be construed to confer upon or give any person other than the parties and their respective successors and permitted assigns, any legal right, remedy or claim under or with respect to this Agreement.

本协议的任何内容，无论是明示的或是默示的，均不旨在且不得被视为在本协议项下或因本协议授予双方及其各自继承人或受让人以外的任何其他人士任何法律权利、救济或要求。

#### 18. Expenses 支出

Except as otherwise expressly provided in this Agreement, each party shall pay its own fees and expenses (including, without limitation, the fees of any attorneys, accountants, investment bankers or others engaged by such party) incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the transactions contemplated hereby.

除本协议另行明示规定外，每一方应承担就准备、磋商、签署及履行本协议及本协议预期交易其各自所发生的费用和支出（包括但不限于该方聘请的律师、会计师、投资银行或其他方的费用）。

#### 19. Notices 通知

All notices, consents, waivers and other communications required or permitted under this Agreement shall be sufficiently given for all purposes hereunder if in writing and (a) hand delivered, (b) sent by certified or registered mail, return receipt requested and proper postage prepaid, (c) sent by a nationally recognized overnight courier service, or (d) sent by email, in each case to the address or email address and to the attention of the person (by name or title) set forth at the beginning of this Agreement (or to such other address and to the attention of such other person as a party may designate by written notice to the other party).

本协议项下要求或允许的一切通知、同意、放弃以及其他通讯应为本协议项下的一切目的充分送达，条件是以书面形式作出并且(a) 通过专人送达，(b) 通过挂号邮件（附回执且适当邮资预付）送达，(c) 通过国家认可的快递服务送达或 (d) 通过电子邮件送达。在上述任一情况下，应交付至本协议页首载明的双方地址或电子邮件地址及收件人（姓名或职务），或交付至任何一方以书面形式通知另一方从而指定的其他地址及其他收件人。

The date of giving of any such notice, consent, waiver or other communication shall be (i) the date of delivery if hand delivered, (ii) the date of receipt for certified or registered mail, (iii) the

day after delivery to the overnight courier service if sent thereby, and (iv) the date of email sent which indicates that the email content was sent in its entirety to the recipient's email address.

送达任何该等通知、同意、放弃或其他通讯的日期如下：(i) 专人送达以送达日为准；(ii) 挂号邮件以收到日为准；(iii) 快递服务为递交快递的第二日；以及 (iv) 发送电子邮件显示内容已全部发送至接收方电子邮件地址的当日。

## 20. Public Announcements 公告

Neither party shall make, or cause to be made, any press release or public announcement with respect to this Agreement or the transactions contemplated by this Agreement or otherwise communicate with any news media without the prior written consent of a duly authorized representative of the other party unless otherwise required by law, and the parties shall cooperate as to the timing and contents of any such press release, public announcement or communication.

除非法律另行规定，未经另一方正式授权代表的事先书面同意，任何一方不得就本协议或本协议预期的交易进行或促使他方进行任何新闻发布或公告或以其他方式与任何新闻媒体进行沟通。双方应合作确定任何该等新闻发布、公告或沟通的时间及内容。

## 21. Successors and Assigns 继承人和受让人

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns; provided, however, that neither party shall assign any of its rights or delegate any of its obligations under this Agreement without the express prior written consent of the other party (signed by a duly authorized representative of such party), except that Lear may assign and/or delegate any or all of its rights and obligations under this Agreement without the written consent of Supplier to: (a) one or more affiliates of Lear, (b) an entity which acquires all or substantially all of the assets of Lear; or (c) to any successor in a merger or acquisition involving Lear.

本协议应对双方及其各自的继承人和受让人具有约束力并适用于上述各方的利益，但未经另一方的事先书面明示同意（由该方正式授权代表签字），任何一方不得转让其在本协议项下的任何权利或委托其在本协议项下的任何义务，但李尔可在无需取得服务提供商书面同意的情况下向 (a) 李尔的一个或数个关联方，(b) 取得李尔全部或实质上全部资产的实体，或 (c) 涉及李尔的合并或收购中的任何继承人，转让及/或委托李尔在本协议项下的任何或所有权利及义务。

## 22. Subcontracting 分包

Supplier shall not subcontract any of its duties or obligations under this Agreement without the express prior written consent of a duly authorized representative of Lear. In the event Lear consents to Supplier's subcontracting of any of the work under this Agreement, and as a condition to such consent, Supplier shall provide Lear with written evidence that the subcontractor agrees to be bound by all of the terms and conditions set forth in this Agreement. Supplier remains fully liable and bears joint and several liabilities for any work subcontracted under this Agreement.

未经李尔正式授权代表事先书面明示同意，服务提供商不得将其在本协议项下的任何责任或义务予以分包。若李尔同意服务提供商对其在本协议项下的任何工作进行分包，作为该等同意的条件，服务提供商应向李尔提供书面证明，证明分包商同意受本协议规定的所有条款和条件的约束。对于本协议项下分包出的任何工作，服务提供商仍承担全部且连带的责任。

## 23. Construction 解释

Captions, titles and headings to articles, sections or paragraphs of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement. All references in this Agreement to a "party" or "parties" refer to the parties signing this Agreement. All defined terms and phrases used in this Agreement are equally applicable to both the singular and plural forms of such terms. Nouns and pronouns will be deemed to refer to the masculine, feminine or neuter, singular and plural, as the identity of the person or persons may in the context require. The term "person" as used in this Agreement means an individual, firm, corporation, partnership, limited partnership, limited liability company, limited liability partnership, association, estate, trust, pension or profit-sharing plan, or any other entity, including any governmental entity.

本协议条款、章节或段落的说明、题目和标题仅为查阅方便而设，不得影响本协议的解释或释义。本协议对“一方”或“双方”的所有提及均指签署本协议的相关方。本协议中所使用的所有经定义的术语及短语同样适用于该等术语的单数和复数形式。名词和代名词将被视为涉及男性、女性或中性、单数及复数，视上下文规定该人士或该等人士的身份而定。本协议所使用的“人”系指任何个人、商号、公司、合伙企业、有限合伙企业、有限责任公司、有限责任合伙企业、社团法人、财产、信托、养老金或利润分享计划，或任何其他实体（包括任何政府实体）。

## 24. Cumulative Remedies 累积救济

The rights and remedies of the parties under this Agreement are cumulative and not alternative and are in addition to any other right or remedy set forth in any other agreement between the parties, or which may now or subsequently exist at law.

双方在本协议项下享有的权利和救济是累积的，不是双方之间任何其他协议规定的或目前或将来法律可能规定的任何其他权利或救济的替代选择，而是增加的权利和救济。

## 25. Waiver 放弃

Neither any failure nor any delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by a duly authorized representative of the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

任何一方未能或延迟行使其在本协议项下的任何权利、权力或特权不应构成对该等权利、权力或特权的放弃，单一或部分行使任何该等权利、权力或特权不应排除对该等权利、权力或特权的任何其他或进一步行使，亦不应排除对任何其他权利、权力或特权的行使。在适用法律所允许的最大范围内，(a) 一方不得通过放弃或弃权声明书全部或部分地解除本协议引起的任何主张或权利，除非另一方的正式授权代表书面签字；(b) 一方作出的放弃仅适用于其作出该放弃的特定情形；以及 (c) 在没有本协议规定的通知或要求的情况下，向一方发出的通知或提出的要求不得被视为对该方任何义务的放弃或对发出通知或要求的一方采取进一步行动之权利的放弃。

## 26. Severability 可分割性

In the event that a court or arbitral body of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, such decision shall not affect the validity or enforceability of any of the other provisions of this Agreement, which other provisions shall remain in full force and effect, and the application of such invalid, illegal or unenforceable provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable shall be valid and be enforced to the fullest extent permitted by law.

如果有管辖权的法院或仲裁机构认定本协议的任何规定无效、不合法或无法强制执行，该等决定不得影响本协议任何其他规定的有效性或可执行性，其他规定应保持充分效力；该等无效、不合法或无法强制执行的规定对除其被认定对某些人或情况无效、不合法或无法强制执行之外的人或情况的适用应在法律所允许的最大范围内有效并予以执行。

#### 27. Further Assurances 进一步保证

After the execution and delivery of this Agreement, and without receiving any additional consideration, each party and its officers and directors shall execute and deliver any further legal instruments and perform any acts that that are or may become necessary or desirable to carry out the purposes of this Agreement.

在签署并交付本协议后，且没有收到任何额外对价的情况下，每一方及其管理人员和董事应签署并交付为实现本协议目的所需或可能需要的任何其他法律文书并执行为实现本协议目的所需或可能需要的行动。

#### 28. Time of the Essence 时间的重要性

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

就本协议载明的或提及的所有日期和期间而言，时间是至关重要的。

#### 29. Enforceability 可执行性

This Agreement has been duly executed and delivered by an authorized representative of each party and constitutes the legal, valid and binding obligation of each party, enforceable against each party in accordance with its terms.

本协议已由每一方的授权代表签署并交付，构成每一方合法、有效且具有约束力的义务，并可依据其条款对每一方强制执行。

#### 30. Execution of Agreement 协议的签署

This Agreement may be executed in two (2) originals and each Party shall hold one (1) original. Each of the originals will be deemed to be an original copy of this Agreement. This Agreement is bilingual, i.e. in English and Chinese languages and in case of any discrepancies between the two versions, the English version shall prevail.

本协议可一式贰份，双方各执一份正本，每份均视为本协议原件。本协议由中英文书就，如果两种文本存在任何不一致的地方，以英文文本为准。

Delivery of the executed Agreement by electronic or facsimile delivery shall also be equally effective as delivery of a manually executed counterpart thereof. For avoidance of doubt, electronic or facsimile delivery includes without limitation facsimile transmission, or electronic delivery via electronic mail or electronic file transfer or electronic depository in portable document format (.pdf) or any image file format. The parties acknowledge and agree that in any legal proceedings between

them arising in connection with this Agreement, each party shall waive the right to raise any defense based on the delivery of such executed counterparts by electronic or facsimile delivery, as the case may be.

本协议也可通过电子交付或传真形式交付，与交付本协议的手签版原件具有同等效力。为避免疑义，前述电子交付或传真交付包括但不限于传真传送，或通过电子邮件、电子文档形式进行传输、或以可移植文档格式 (.pdf) 或任何图像文档格式进行电子保管的方式进行的电子交付。本协议双方确认并同意，在双方间因本协议引起的任何法律程序中，各方均应放弃基于本协议签署文本的电子交付或传真交付（具体依情况而定）而提出抗辩的权利。

This Agreement shall become effective on the starting date of the Term specified in the Article 1 of this Agreement after signature by both parties.

本协议经双方签署后，于本协议第 1 条约定的有效期起始之日起生效。

#### 31. Governing Law 管辖法律

This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China.

本协议受中华人民共和国法律管辖并据其解释。

#### 32. Arbitration 仲裁

Any disputes arising from or related to this Agreement shall be settled by the parties through amicable discussions. In case no settlement is reached through amicable discussions, the dispute shall be submitted to and for settlement by Shanghai International Economic and Trade Arbitration Commission according to the applicable rules of such Committee. The arbitration shall be made in Chinese and English languages and the arbitration award shall be issued also in the said two (2) languages. The arbitration award shall be final and binding upon both parties.

因本协议引起或与之相关的任何争议应由双方友好协商解决。通过友好协商解决不了的，应将争议提交上海国际经济贸易仲裁委员会，依据该会适用的规则通过仲裁解决。仲裁应以中文和英文进行，仲裁裁决亦应以上述两（2）种语言出具。仲裁裁决是终局的，且对双方均具有约束力。