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 - (b) support or contribute to the operation, installation, maintenance, repair, overhaul, refurbishing, development, production and any other prohibited end uses, including without limitation, nuclear, weapons of mass destruction, certain rocket systems(including ballistic missile systems, space launch vehicles and sounding rockets),unmanned air vehicles(including cruise missile systems, target drones and reconnaissance drones), chemical or biological weapons, certain maritime nuclear propulsion systems, terrorism, military and other prohibited end uses;
 - (c) sell or ship or provide for the design, production, development, production, operation, installation, maintenance, repair, overhaul, refurbishment of supercomputers, or for incorporation into or for the development and production of supercomputer components and equipment, unless the transaction is permitted or authorized by applicable laws and regulations;
 - (d) sell or ship or provide to Iran, Russia, Belarus, or to military end users and any customer under prohibitions or restrictions imposed by China, the United States or the United Nations, the European Union and any other applicable government or organization, particularly, to any entity that is subject to the EAR footnote 1, EAR footnote 3 and EAR footnote 4 to Entity List, unless the transaction is permitted or authorized by applicable laws and regulations.
- (3) You acknowledge and undertake that neither You nor any of Your end users are subject to any trade restrictions, sanctions or other legal restrictions imposed by any country, international organization or administrative institution, is controlled by or actually controlled by any person or any entity subject to trade restrictions, sanctions or other legal restrictions, or is a non-military end user. In such event, You undertake to immediately notify GigaDevice of the matters regarding restriction and sanctions. If GigaDevice receives notice that You or Your end-user is or has been determined to be a sanctioned or restricted

party or military end-user under applicable laws and regulations, and provided that GigaDevice's performance of this Agreement will result in the breach of such sanctions or restrictions, GigaDevice shall not be obligated to perform its obligations under this Agreement without any liability.

- (4) You understand and agree that the obligations in Sections 12.1-12.3 above are required by law and shall be complied with during the Term of, or after termination of, this Agreement; GigaDevice shall have the right to suspend or cease its performance of this Agreement without giving You any opportunity to make corrections and/or seek other legal remedies in the event of any breach by You of the foregoing terms. In addition, You shall defend, indemnify and hold harmless GigaDevice and its directors, officers and employees for and against any prosecution, law enforcement and judicial proceedings, actions, expenses, penalties, and losses resulted from Your such breach.

13. Compliance

- (1) You agree to fully comply with all laws, rules, and regulations in relation to anti-bribery and anti-corruption and abide by the code of ethics and the anti-bribery policy communicated by GigaDevice to You from time to time. You shall not provide GigaDevice's employees and/or their relatives with commissions, rebates and other illegitimate material benefits in any way in exchange for illegitimate support to You by taking advantage of their position. If You are demanded by GigaDevice's personnel for material benefits, You have the obligation to reject such demand and immediately lodge a written complaint to GigaDevice. You undertake that there are no existing, ongoing or potential anti-corruption and/or anti-bribery allegations, lawsuits and investigations against You or Your directors, management, agents or employees.
- (2) You shall support and respect internationally recognized human rights protections and recognize basic requirements for workers' rights, create a healthy, dignified and fair working environment for their own employees, value and protect employees' privacy, health, safety and other legitimate rights, and protect the rights and interests of female employees. You undertake that there will be no forced or compulsory labor in any form, nor there will be child labor and other forms of employment that do not meet the requirements of International Labor Organization Conventions. You also undertake that the employees may not be discriminated or unequally treated due to their colors, ages, nations, genders, nations, religious beliefs, political tendencies or other factors.
- (3) You shall comply with applicable laws and regulations on personal information protection, including without limitation: undertake that the personal information provided or to be provided to GigaDevice has been duly authorized; and ensure that the personal information

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provided by GigaDevice will not be handled (including collection, storage, use, processing, transmission, provision, disclosure, deletion, etc.) beyond the scope authorized by GigaDevice.

- (4) In the case of You and Your personnel's breach of any provisions of this Section, You shall indemnify GigaDevice and its directors, officers and employees for any and all losses incurred therefrom, including but not limited to the fines imposed by any government agencies, attorney fees, and litigation fees, etc. In addition, any breach of this Section shall be deemed as a material breach of this Agreement and will cause irreparable damage to GigaDevice, entitling GigaDevice to terminate this Agreement and all relevant Purchase Orders immediately at GigaDevice's sole discretion without liability. You shall have no opportunity to correct such non-compliance.

14. SEVERABILITY

If any provision of this agreement is or becomes, at any time or for any reason, unenforceable or invalid, no other provision of this agreement shall be affected thereby, and the remaining provisions of this agreement shall continue with the same force and effect as if such unenforceable or invalid provisions had not been inserted in this Agreement.

15. WAIVER

The failure or delay of either party to enforce any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.

16. ASSIGNMENT

This Agreement may not be assigned by You, nor any of Your rights or obligations hereunder, to any third party without prior written consent of GigaDevice. In the event that this Agreement is assigned effectively to a third party, this Agreement shall bind upon successors and assigns of the parties hereto.

17. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the Parties. Neither Party has the authority or power to bind, to contract in the name of or to create a liability for the other in any way or for any purpose.

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GigaDevice may terminate this SLA, including its licenses, at any time if You are in material breach of any of its terms and conditions and You have failed to cure such breach within 30

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Revision history

Document revision history

Date	Version	Changes
2024-03-21	1.0	Initial release