

Integrity Transaction Agreement

Party A: Han's Laser Technology Industry Group Co., Ltd.

Party B:

In order to regulate the clean behavior of both parties during business cooperation, safeguard the common interests of both parties, establish a fair and clean cooperation environment and oppose commercial bribery, this Agreement is hereby made for both parties.

1. Definition

The commercial bribery herein refers to all spiritual and material gifts directly or indirectly given by Party B or its staff to Party A's personnel, such as kickbacks, entertainment, travel, etc., in order to obtain the cooperation or benefit of cooperation with Party A; Party A's personnel include relevant personnel from relevant departments of R&D, quality, material control, warehouse, procurement, finance, audit, etc. Party B shall not provide commercial bribery to the above Party A's personnel in any form.

Restrictions on commercial bribery: In addition to strictly observe the *Anti-Unfair Competition Law of the People's Republic of China*, *the Contract Law*, *the Criminal Law* and other relevant provisions prohibiting commercial bribery, parties hereto shall resolutely reject commercial bribery, bribery conduct and other gains of improper commercial acts.

2. Party B's integrity duty

- (1) DO NOT invite Party A's employees or their relatives and friends to participate in various celebrations, banquets, field trips, travels, family visits and tours, or participate in commercial KTV, dance hall, golf and other high-consumption entertainment activities without authorization.
- (2) DO NOT, in any name or for any reason, offer or sell any kind of gift cards, gifts, discounts, commissions, service charges, credit cards, insurances, membership cards, securities or other property to Party A's employees or their relatives and friends free of charge or at reduced prices.
- (3) DO NOT make capital contribution for Party A's employees or their relatives and friends, or help them go abroad and visit to Hong Kong, Macao and Taiwan for investigation, study and other activities.
- (4) DO NOT issue certificates, provide guarantees or provide free property for Party A's employees or their relatives and friends to lend money, goods or vehicles privately.
- (5) DO NOT hold a wedding, assign a job, celebrate the birthday, build private housing, buy the housing, relocate to a new residence, decorate the housing, arrange kid's schooling, etc. for Party A's employees or their relatives and friends.
- (6) DO NOT use all working conveniences to seek benefits for Party A's employees or their relatives and friends in all business activities.
- (7) DO NOT negotiate business at the home of Party A's employees or their relatives and friends in any name, or require them to facilitate the business of Party B and its affiliates.
- (8) DO NOT reimburse various private expenses for Party A's employees or their relatives and friends.

- (9) DO NOT require or instruct the staff of Party B and its affiliates to provide any convenience or pay the above expenses for Party A's employees or their relatives and friends.
- (10) If Party A's employees require Party B to provide them with any form of improper benefits, Party B must promptly notify Party A or provide relevant evidence to Party A, which will be handled by Party A after verification and kept confidential for Party B. If Party B reports the violation concerned to Party A, Party A will reward Party B on the basis of the investigation results and recovery of losses.
- (11) Party B shall fully understand Party A's such incorruption requirements and management system, as well as inform and educate its staff and the staff of its affiliates.
- (12) Accept Party A's incorruption supervision and attend the incorruption management meeting convened by Party A as required.
- (13) Party B shall not disclose or make use of Party A's trade secrets (including all transaction information with Party A) known from transactions with Party A to seek profits.

3. Default

If Party B violates this Agreement by bribing any Party A's employee in order to obtain any improper business benefits or more favorable business treatment, or fails to cooperate with Party A in investigating and handling the bribery of its employees, it shall agree that Party A ceases all cooperation and makes no goods payment. Party B also shall bear 30% of the total payment to Party A as the default, which can be directly withheld from Party B's payment for goods. In addition, Party B will be included in the supplier blacklist, so all the subsequent business cooperation with Han's Laser and its subsidiaries will be prohibited.

4. Report channels

If Party A's employees, expressly or implicitly, make any request that violate such duties to the staff of Party B and its affiliates, Party B shall timely report to Party A through the following channels:

Report accepting Dept.: Audit Dept. of Han's Laser Technology Industry Group Co., Ltd.

- (1) Report Tel.: 0755-86632727
- (2) Report email: shenjibu@hanslaser.com
- (3) Report address: Audit Dept., Floor 6, Building 1, Han's Laser Global Intelligent Manufacturing Center, No. 100, Chongqing Road, Fuhai Subdistrict, Bao'an District, Shenzhen

5. Others

- (1) This Agreement shall take effect after being signed and sealed by parties hereto.
- (2) This Agreement is made in quadruplicate, with each party holding two copies respectively with same legal effect.

Party A: Han's Laser Technology Industry Group Co., Ltd. (SEAL)

Date:

Party B: (SEAL)

Date: