

Code of Business Conduct for Inspur Information's Partners

Inspur Electronic Information Industry Co., Ltd. (hereinafter referred to as "Inspur Information" or "the Company") has long been committed to creating and continuously improving closely-collaborative and mutually-beneficial business partnerships. In order to guarantee the sustainable and healthy development of Inspur Information and its partners to form favorable synergies, Inspur Information has gradually established and will keep improving compliance standards and ethical requirements that suit its business. For the purpose of clarity, Inspur Information hereby announces the *Code of Business Conduct for Inspur Information's Partners* (hereinafter referred to as the "Code of Conduct").

The Code of Conduct standardizes the minimum compliance standards and ethical requirements that partners shall comply with during their business activities with Inspur Information, including but not limited to business cooperation, product procurement, marketing, distribution (or resale), or business opportunities (campaigns) to sell Inspur Information products or services that partners participate in.

This Code of Conduct applies to all partners of Inspur Information and their employees, temporary employees, agents, and subcontractors.

Partners specified in the Code of Conduct refer to: (1) entities that purchase or sell Inspur Information's products or services; (2) entities that directly or indirectly provide products or services to Inspur Information; (3) entities that develop solutions with Inspur Information; (4) external institutions or individuals engaged in business activities in the name of or on behalf of Inspur Information; (5) entities engaged in other cooperation with Inspur Information.

Inspur Information expects all partners to be familiar with and strictly abide by laws, regulations, and this Code of Conduct, maintain a high standard of business ethics, and grow together with Inspur Information.

I. Compliance with Basic Law

Partners shall operate in compliance with the law, follow the laws and regulations applicable to their places of registration or business, observe applicable national laws and regulations, and ensure that their cooperation with Inspur Information will not be affected by legal compliance issues.

1. Anti-Corruption and Anti-Commercial Bribery

Partners shall not directly or indirectly bribe or promise to bribe government officials, political parties, other business entities or any third party for the purpose of obtaining trade opportunities, retaining existing business, attempting to improperly influence decisions made by decision makers, or inducing them to take any action or omission that violate their statutory obligations. This includes, but is not limited to providing any non-property benefits such as excessive and inappropriate gifts, business entertainment, and job opportunities to obtain improper or illegal benefits. Partners shall not be engaged in the above-mentioned acts through the company employees or any third party.

Partners shall not offer property or non-property benefits to the company employees (including their relatives or other stakeholders, the same below) to obtain improper benefits or maintain cooperation with the company; partners shall also not be engaged in activities with the company employees, and persons bound by kinship shall take active avoidance and report it to the company. During the period of cooperation and within two years after the completion of cooperation, partners shall not arbitrarily hire the company's employees (including but not limited to official

employment, labor dispatch, outsourced services, part-time jobs, consultation, and other forms) without giving a notice to the company and obtaining its consent.

2. Antitrust and Anti-Unfair Competition

Partners shall not, alone or in conjunction with other partners, monopolize the market or take other actions that are anti-competitive. Prohibited behaviors include but are not limited to: conspiring with others to divide the market by agreements or other means, boycotting transactions, fixing resale prices or setting minimum resale prices, restricting production or sales volume, restricting access to or development of new technologies, bid rigging, bundling, abusing market dominance, and other actions that impair the rights and interests of end users or damage fair competition.

Partners shall not slander or discredit competitors, clients, or the company, nor shall they make false or misleading statements about competitors, their products, or services.

3. Intellectual Property and Confidential Information

The company's intellectual property rights include but are not limited to patents, trademarks, copyrights, technical secrets and trade secrets. Intellectual property rights are intangible assets of the company obtained from the hard work of all the company employees. Partners shall fully respect the company's intellectual property rights and shall not infringe on them in any form.

Partners shall not obtain and use the trade secrets or other confidential information of others in any unlawful or unethical manner, including but not limited to inappropriately collecting or receiving information from clients, competitors' employees or other parties regardless of the ownership of such information.

4. Cybersecurity and Data Protection

Partners shall strictly abide by relevant laws, regulations, rules, and national standards of corresponding countries regarding information system protection, cybersecurity, and data protection. Partners shall ensure they properly collect, manage, store, and use relevant data. The company data that is accessed in the cooperation should be kept strictly confidential used according to cooperation requirements. Such data shall not be privately backed up by partners, or disclosed, leaked or sold to third parties in any manner, which will endanger the information security of the company and relevant entities.

5. Export Control

Partners shall strictly abide by export control and economic sanction laws, regulations, and resolutions related to and applicable to the countries or regions of business such as the United Nations, China, and the United States in every project under the cooperation with the company, and strictly fulfill export control obligations delivered by the company.

Partners shall guarantee that NO hardware, software, technology or service they provide to the company violates applicable export control and economic sanctions laws and regulations.

Partners agree and guarantee that they will not export, re-export or transfer any of the company's hardware, software, technology or services directly or indirectly across the border to any of the following regions in violation of applicable export control and economic sanction laws and regulations: (a) prohibited countries or regions, including but not limited to Iran, North Korea, Syria, Cuba, and Crimea; (b) any end user that is prohibited by applicable export control and economic sanction laws and regulations in China or the United States, including but not limited to any individual, enterprise, or other organization listed on the Specially Designated Nationals List (SDN) of the U.S. Treasury Department, the Denied Persons List (DPL), or the Entity List, or the Military End User List (MEU), or the Unverified List (UVL) of the U.S. Department of Commerce, and the Unreliable Entity List of the Ministry of Commerce of China; (c) for any end use prohibited by applicable export control laws and regulations, including but not limited to nuclear explosions,

nuclear programs, chemical or biological weapons, rocket systems (including ballistic missiles, space-launched vehicles and sounding rockets) and unmanned aerial vehicles (including cruise missiles, targeting drones and reconnaissance drones), the development, production, use or storage of maritime nuclear propulsion or weapons of mass destruction, or facilities related to the above-mentioned weapons or activities, etc.

Partners understand that China, the United States and other governments may amend their export control and economics sanction laws and regulations from time to time, and the company may unilaterally terminate the contract without bearing default liabilities in the event that the company is unable to perform the contract due to partners' violation of applicable export control and economic sanction laws and regulations or significant changes in applicable export control and economic sanction laws and regulations.

6. Labor and Environmental Protection

Partners shall actively fulfill their social responsibilities, strictly abide by the code of ethics for business conduct, and strive to build and maintain a sound image.

Partners shall respect internationally recognized human rights standards and shall not engage in or support any act that violates human rights. Partners are responsible for creating a healthy, respectful, and fair working environment for their employees, while ensuring that their employees are not discriminated against or harassed in any form due to their skin color, race, age, gender, ethnicity, religion, political affiliation, etc.

Partners shall protect the legitimate rights of their employees with regards to privacy, health, safety, etc., and take preferential measures to protect the legitimate rights and interests of female employees and other particular groups. They shall prohibit slave or forced labor, and shall not use or support the use of child labor.

Partners shall always adhere to the environmentally-friendly concepts of "energy conservation, environmental protection, and green development", minimize the adverse impact on society, the environment, and natural resources, and protect the health and safety of the public.

7. Government Clients

Partners shall be aware that they need to follow applicable governmental procurement and bidding laws when they are dealing with governments, public institutions, or state-owned enterprises.

8. Conflict Minerals

Partners shall strengthen supply chain management, formulate relevant management systems and regulations to effectively identify and trace the source of raw materials, ensure the legality of the source of raw materials, prevent purchasing or using conflict minerals or supporting the use of the same, agree to accept the company's audit of the source of their raw materials, and provide certificates of origin truthfully.

"Conflict minerals" specified in this article include but are not limited to rare metals such as cassiterite, wolframite, coltan and gold and its derivatives, especially gold (Au), tantalum (Ta), tin (Sn) and tungsten (W) from the Democratic Republic of the Congo and its surrounding countries, as well as any area in these countries under the control of armed forces.

the company encourages partners to establish their own compliance management systems, organize or receive the company's special compliance training, continuously strengthen compliance risk identification, pre-warning, and governance, regularly carry out comprehensive and/or special compliance inspections, create their own compliance culture, and build an effective compliance system to ensure legal compliance of the operation, meet various regulatory requirements, and realize long-term and sustainable development.

II. Coordination with Legitimate Business Activities

A sound business environment entails the efforts of all stakeholders. While being engaged in business activities with the company, partners shall actively cooperate and coordinate with the company to:

1. Honest reporting and provision of genuine materials

Partners must ensure that all materials they provide to the company are genuine, legal, and valid. If the materials involve confidential information of a third party, partners shall ensure that they have obtained the authorization of such third party. Partners shall also ensure that all information they provide to the company is genuine, accurate, and complete, including but not limited to orders, sales data, lead reports, special offer applications, rebates, payment applications, purchase-sale-stock data, product specifications, technical parameters, and changes to important company matters, etc.

Partners shall not report false performance or assist the company employees to report false performance to clients, distributors in prefecture-level cities, and secondary channels by means of providing false projects, false increases in client demands, dual contracts, false orders, false stock-out orders, or false purchase-sale-stock data.

Partners shall not report false activity fees by providing false contracts, false invoices, or false photos.

2. Recording keeping and cooperation in audits

Partners must strictly abide by all laws and regulations on record keeping, and give priority to the retention of key records such as financial data and compliance training records. Meanwhile, partners shall comply with this Code of Conduct and the company's other internal control standards, provide active and honest cooperation with the company's audits, and shall not conceal any information that may affect the interests of the company.

3. Prohibition of making ultra vires promises

Partners shall not make ultra vires promises to end users or any third party without permission. In order to effectively prevent ultra vires promises, partners agree that any ultra vires promise falling out of the provisions of the agreements or orders signed between both parties will not be honored by the company. All the losses caused thereby shall be borne by the corresponding partner. Any loss arising from unauthorized products, prices, or business terms provided by partners to any company or individual under ultra vires promises shall be solely borne by the corresponding partner.

Partners shall actively refuse ultra vires promises made by the company employees and report the same, otherwise they shall independently bear the losses incurred to them and compensate the company for losses caused thereby.

4. Prohibition of false advertising

Partners shall be honest and trustworthy in their business activities with the company and next-level partners, and shall not make misrepresentations or untrue statements to anyone, nor shall they make false statements or exaggerate product features during marketing campaigns. Without the permission of the company, they shall not arbitrarily disclose their cooperation with the company.

5. Channel policy and market order compliance

Partners shall strictly abide by the company's channel policies and market order, including but not limited to policies and regulations concerning channel management, channel incentives, and supply routes, and shall recognize the company's rights to unilaterally formulate and make final interpretation of the aforesaid policies and regulations.

Partners shall be aware that obtaining the company products from unauthorized channels will impair the company's business partner program as well as its commitment to providing clients with

services with the highest level of quality and business value. The company products obtained from unauthorized channels will also pose huge risks to partners and their potential end users since it is incapable of ascertaining whether such products are defective and/or modified and are not counterfeit, which may affect subsequent warranties and client satisfaction.

6. Avoidance of conflicts of interest

Partners shall proactively report to the company any actual or suspected conflict of interest and shall not attempt to obtain illegitimate benefits, so as to avoid affecting normal business activities with the company due to conflicts of interest.

III. Miscellaneous

1. Applicability of the Code of Conduct

If the legal requirements applicable to business activities are inferior to the requirements in the Code of Conduct, partners must faithfully comply with this Code of Conduct. If the legal regulations applicable to business activities are superior to the requirements in the Code of Conduct, partners shall always comply with relevant legal regulations in addition to this Code of Conduct.

Partners shall deliver this Code of Conduct to their employees and next-level partners or formulate similar normative documents not inferior to this Code of Conduct, and ensure that their employees and next-level partners clearly understand their obligations under this Code of Conduct.

2. Updates of the Code of Conduct

Where the industry and the market in which the company and partners are located encounter significant changes continuously, which further complicates the business mode of both parties and constantly raises new ethical and legal issues, partners shall demonstrate the highest standard of business ethics in all activities and avoid engaging in any activity that involves inappropriate behavior. At the same time, the company may revise this Code of Conduct at any time to adapt itself to new issues, and notify partners of these revisions on the company's official website or through written notices. Partners shall regularly check the company's website and written notices, and earnestly observe the revised Code of Conduct.

3. Consequences of violations

If a partner violates the aforesaid Code of Conduct, the company may immediately terminate the business cooperation with the corresponding partner, including but not limited to suspending or revoking relevant contracts. In addition, the company reserves the right to take further legal measures.

4. Complaints and reports

Where partners discover any suspected violation of the Code of Conduct based on good faith and reasonable suspicion, they may file a complaint or report through the following channels: email: jubao@inspur.com.

the company solemnly promises that it will strictly keep confidential the personal information of real-name whistleblowers, take practical measures to protect the legitimate rights of real-name whistleblowers, and strictly prohibit anyone from directly or indirectly discriminating against, making difficulties for, or retaliating against real-name whistleblowers.

The company specially reminds partners that the information of real-name whistleblowing may lead to investigations by the company or by a public organ, therefore real-name whistleblowers shall ensure the authenticity and accuracy of their complaints or reports. If a complaint or report contains false information or belongs to an apparently misleading and malicious slander, the partner and the whistleblower shall bear the corresponding legal consequences.