

Service Terms & Statement of TCL Industrial Supplier Coordination Platform

Article I. Supplier Registration

- 1 . The ownership and right of management of this website resides in all legal entities of TCL Industrial Holdings Co., Ltd. (including but not limited to: TCL SMART DEVICE(VIET NAM)COMPANY LIMITED, TTE TECHNOLOGY, INC., THOMSON TELEVISIONES DE MEXICO,S.A.DE C.V., MANUFACTURAS AVANZADAS, S.A.DE C.V., TCL King Electrical Appliance (Huizhou) Co., Ltd., TCL King Electrical Appliance (Chengdu) Co., Ltd., TCL Overseas Electronics (Huizhou) Co., Ltd., TCL Business Information Technology (Huizhou) Co. Ltd., TCL Household Appliances (Zhongshan) Co., Ltd., TCL Household Appliances (Hefei) Co., Ltd., TCL New Technology (Huizhou) Co., Ltd., TCL Air Conditioner (Zhongshan) Co., Ltd., TCL Air Conditioner (Jiujiang) Co., Ltd., TCL Air Conditioner (Wuhan) Co., Ltd., Zhongshan TCL Refrigerating Apparatus Co. Ltd., and Guangdong TCL Smart HAVC Equipment Co., Ltd.) (hereinafter referred to as "TCL Industrial"). TCL Industrial provides services such as product introduction, information exchange, product quotation, and sales to suppliers registered on this website in compliance with the provisions of the Service Agreement.
- 2 . When registering on this website, the supplier shall read all the terms and conditions of the Service Agreement carefully and fulfill the registration procedures on the basis of agreeing to all the terms and conditions thereof. The supplier shall be deemed to have agreed to enter into and be bound by the Service Agreement with TCL Industrial once the supplier has fulfilled the registration procedures.
- 3 . The supplier that registered on this website before the release of the Service Agreement (hereinafter referred to as "original suppliers") may continue to use their qualifications, and the provisions of the Service Agreement shall apply to the original suppliers. Whereas the original supplier disagrees with the terms and conditions of this agreement, he/she can take the initiative to cancel his/her qualification. Whereas the original supplier does not take the initiative to cancel his/her qualification and continues to log in to accept the services of the website and the TCL Industrial, it shall be deemed to have agreed to all the contents of the Service Agreement.
- 4 . The supplier shall provide true, detailed, and accurate information and data for registration, be responsible for the legality, authenticity, and validity of the registered information and data provided, and bear the relevant legal obligations.

The registration ID and password can only be used by the supplier, and shall not be transferred to a third party, otherwise, the consequences will be borne at its own risk.

- 5 . The supplier's name, address, e-mail address, and other information and data must be updated in a timely manner in case of any change. The supplier shall be responsible for all losses and liabilities of the website or TCL Industrial services in that the supplier has not updated the information and data in time.

Article II. Supplier Actions & Responsibilities

- 1 . Suppliers can enjoy such services as product introduction, information exchange, product quotation, and sales provided by this website and TCL Industrial based on the contents of this website and related instructions. All actions of suppliers shall be guided by the principle of honesty and integrity.
- 2 . All activities carried out by the supplier under its account ID shall be legally effective on the supplier, and the supplier shall be responsible for the legal obligations accordingly.
- 3 . The supplier shall observe the principle of honesty and integrity. The supplier undertakes to observe the relevant integrity system of TCL Industrial, and never provide, give improper benefits to TCL Industrial and its personnel or reach illegitimate interests for the purpose of transaction; never induce TCL Industrial and its personnel to accept or jointly fabricate false information, affect the price of transaction or the conclusion of the transaction, breach their duties, transfer the contractual rights and obligations to a third party, as well as other actions detrimental to the interests of TCL Industrial. The supplier agrees to boycott the behavior of soliciting and receiving bribes and expose it to TCL Industrial.
- 4 . The supplier shall be legally responsible for the content of all information released on this website under its account ID. Whereas any dispute occurs between the supplier and any third party due to the content released on this website, the supplier shall bear the responsibility at its own risk and shall compensate the TCL Industrial in full in case of any loss caused thereto.
- 5 . The supplier shall be solely responsible for the security of its account ID and password. The supplier may change the password at any time by following the prompts on the website. If the supplier finds that the account password has been compromised or there are any other security loopholes, the TCL Industrial shall be immediately notified, yet the latter shall bear no responsibility for the security problems that occur on the client.

- 6 . The supplier guarantees that it is a legally established and effective entity with full capacity of civil rights and civil conducts, has fulfilled the necessary procedures such as approval, review or filing for signing this Agreement, and is able to perform its obligations under this Agreement. The supplier shall notify the TCL Industrial in a timely manner in case that the supplier knows or should know that it has got or may get to bankruptcy and liquidation procedures, or its subject qualification may be canceled or disqualified from engaging in the corresponding business.
- 7 . The supplier shall, in accordance with the instructions on platform operation as agreed in this Agreement, relevant business documents and provided by the platform by other means, make full and reasonable use of the platform services and provide the necessary conditions for the implementation of the services in a secure environment. When TCL Industrial has fully informed the supplier of the relevant rules of platform operation and service, TCL Industrial shall not be liable for any loss or adverse consequences caused by the failure of the supplier to fully and reasonably use the services provided by TCL Industrial, or the supplier's failure to provide the necessary conditions in a timely manner for the implementation of the services under this Agreement.
- 8 . The supplier shall undertake not to commit the following actions: not to transmit any illegal, harassing, slanderous, abusive, threatening, injurious, vulgar, pornographic, obscene, or other information that violates social morality and public interests; not to spread any information that instigates others to commit crimes; not to transmit any information that involves national security; not to transmit any information that violates the laws of China; not to hack into the server of this website; not to illegally use this website to hack into other servers or computer systems.
- 9 . TCL Industrial is entitled to investigate the supplier's responsibilities in accordance with the law in the event that the supplier engages in illegal activities or violates the provisions of the Service Agreement by using this website or the services provided by TCL Industrial and causes property damage or goodwill loss to the TCL Industrial.

Article III. Privacy Protection

The supplier understands and agrees that TCL Industrial may collect and process the personal information of the supplier and its representatives in accordance with the privacy policy of this website [<https://www.tcl.com/global/en/privacy-notice.html>]. The supplier guarantees that the personal information provided by the supplier to TCL Industrial is true and accurate; the supplier further guarantees that, when required by

the law, it has legally obtained the consent or authorization of its representatives so that TCL Industrial may collect and process the personal information of its representatives.

Article IV. Exemptions

- 1 . This website is a business communication platform between TCL Industrial and suppliers, and suppliers shall not require the company to assure any responsibility through any information obtained from this website. TCL Industrial shall not be liable for any loss caused by the supplier's use of this website.
- 2 . The supplier understands and agrees that TCL Industrial may perform system maintenance after notifying the supplier in advance, and induce short-term interruption or delay of system services caused by cutover, repair, upgrade, and simulated failure drills. The system may not operate normally in such circumstances. TCL Industrial will not be liable for any damages for the supplier's failure to use the platform services normally.
- 3 . The supplier shall bear the following on its own in using the relevant services of the platform, including but not limited to:
 - (1) Risks of information loss and disclosure caused by irresistible factors such as computer viruses, Trojan horses or other malicious programs, hacker attacks, etc.;
 - (2) Malfunctions of the supplier's or TCL Industrial's computer software, systems, hardware and communication lines;
 - (3) Improper operation or use of system services by the supplier in a manner other than those authorized by TCL Industrial;
 - (4) Risks such as system login failure, incomplete data synchronization, slow page opening, interruption and delay of other system services caused by network instability and other reasons;
 - (5) Other circumstances beyond the control or reasonable foreseeing of TCL industrial.
- 4 . In the case of a force majeure occurs affecting a party's performance of its obligations under this Agreement, the suspension of performance by the affected party in the delay period caused by such a force majeure shall not be regarded as a breach of contract. The party declaring the force majeure shall notify the other parties in a timely manner in writing and shall provide sufficient evidence of the occurrence and continuation of the force majeure within fifteen (15) days thereafter for the explanation for the failure or delay in performing its obligations.

In case of a force majeure, the party suffered shall make all reasonable efforts to minimize the consequences of force majeure.

Article V. Termination & Suspension of Supplier's Qualification and Authority

TCL Industrial has the right to terminate or suspend the qualification and authority of the supplier in case of any of the following circumstances without prior notice to the supplier.

1. False information provided by the supplier for registration;
2. Improper or unauthorized use of account ID and password by others;
3. Actions that interfere with the operation of this website;
4. Actions that violate the interests of other suppliers;
5. Violation of the provisions of the Service Agreement;
6. Other circumstances that the TCL Industrial deems necessary to terminate or suspend supplier's qualifications and authorities.

During the validity of this Agreement, if the supplier violates laws, regulations or any content therein, infringes on the legal rights of TCL Industrial, other suppliers of the platform or other third parties, or causes losses to the aforesaid subjects, the supplier shall be liable for compensation according to law.

Article VI. Confidentiality

1. The supplier shall keep confidential the business, financial, technical, product information, other user information or other documents or data marked as confidential (hereinafter referred to as "Confidential Information") about the platform and any other party to the transaction obtained or received in any way in the performance or during the term of this Agreement, and shall not disclose the Confidential Information to any third party without the prior written consent of the owner thereof, except those for the reproduction and use of the Confidential Information for the purposes of this Agreement. The supplier may disclose the Confidential Information provided by the other party only to its employees for whom it's necessary for the purposes of this Agreement, provided that Supplier instructs and ensures that its employees comply with their confidentiality and non-disclosure obligations under this Article.
2. Provisions in this Article shall remain in force until the owner of the Confidential Information makes it public, regardless of the termination or rescission of this Agreement.

Article VII. Modifications of This Agreement

The TCL Industrial has the right to modify the terms and conditions of the Service Agreement when necessary, and the modified content will be prompted on the login

page once the terms and conditions thereof are modified. If the supplier does not agree with the relevant modification, he/she may take the initiative to cancel the account or stop using the services of this website. If the supplier continues to use the services of this website, it is deemed to have accepted the modification of the Service Agreement, and the latest Service Agreement shall prevail in case of disputes between the supplier and TCL Industrial.

Article VIII. Use of Laws and Dispute Resolution

This Service Agreement shall be governed by the law of the People's Republic of China. In the event that some of the terms and conditions are invalid due to a violation of the law, the validity of the other terms and conditions shall remain effective.

Any dispute between the supplier and TCL Industrial arising from the service of this platform shall be subject to the jurisdiction of the People's Court with jurisdiction in the place where TCL Industrial is located.