

Integrity Cooperation Agreement

Party A: Proya Cosmetics Co., Ltd.

Party B:

Whereas, Party A and Party B have reached an agreement on cooperation in ____, and to pursue a fair, impartial, and transparent business environment, advocate integrity in cooperation, and ensure efficient and high-quality service provision, the Parties hereby enter into this Agreement after consultation, which shall serve as the code of conduct for integrity-based cooperation to be jointly observed by both Parties.

Article 1 Definitions

1. Related parties: The term "related parties" herein refers to employees of either Party and their interested parties.
2. Property and other benefits: The term "property" herein includes money and tangible assets, including cash, bank transfers, red envelopes, securities, and various physical items (such as shopping cards, luxury goods, collectibles, bulk commodities, etc.) offered by either Party to the personnel of the other Party for the purpose of seeking illicit benefits. "Other benefits" refer to the provision of benefits equivalent to excessive hospitality and entertainment activities, housing renovation, wedding and funeral arrangements, job placements for relatives, and similar acts.
3. Commercial bribery: The term "commercial bribery" herein refers to any improper competitive practice conducted by either Party with the intent to exclude competitors and secure business opportunities, including covertly providing property or other benefits to the other Party or relevant personnel of the other Party and its related parties.
4. Bribe solicitation: The term "bribe solicitation" herein refers to any act committed by any employees of either Party A or Party B for personal gains by taking advantage of their positions, including actively demanding, extorting, or otherwise accepting property or other valuable items from the other Party.
5. Kickbacks: The term "kickbacks" herein refers to a certain percentage of the cooperation price returned secretly and off the books to personnel of the other Party in the form of cash, goods, or other means by either Party during the course of cooperation.

Article 2 Obligations of the Parties

1. The Parties shall adhere to the principles of openness, fairness, integrity, and transparency (except for trade secrets recognized by law or otherwise stipulated in the contractual documents), and consciously perform their obligations under the master contract.

2. Each Party shall establish and improve integrity education programs, make available reporting hotlines, supervise compliance with applicable laws and disciplines, and seriously investigate and address any violations. Either Party may report serious breaches of this Agreement by the other Party to its competent higher-level authorities, recommend disciplinary actions, and request notification of the outcome.

3. Neither Party, Party A or Party B, each including their respective employees, shall demand or accept cash gifts, securities, or valuable items from the other Party, nor shall the Party seek reimbursement from the other Party for any expenses that should be borne by the Party or personally by the Party's employees.

4. Employees of one Party, either Party A or Party B, each including their respective related parties, shall not participate in excessive hospitality and entertainment activities arranged by the other Party; no accept communication devices, vehicles, premium office supplies, or other valuable items from the other Party.

5. Employees of one Party, either Party A or Party B, each including their respective related parties, shall not request or accept favors from the other Party for home renovations, wedding or funeral arrangements, employment placements for spouses or children, overseas travel, tourism, etc.

6. Employees of one Party, either Party A or Party B, each including their respective related parties, shall not recommend their family members, relatives, or acquaintances to engage in economic activities (e.g., material supply and technical services) related to the other Party's business.

7. Employees of one Party, either Party A or Party B, each including their respective related parties, shall perform their duties impartially, and refrain from fraud or abuse of power for personal benefits through any paid intermediary activities.

8. Should either Party, including its related parties, discover any form of commercial bribery, kickbacks, or similar misconduct involving its personnel during the promotion of services, such Party shall promptly stop such acts and immediately notify the leadership of the breaching Party.

9. In the event that any employee of one Party, either Party A or Party B, each including their respective related parties, violates this Agreement or applicable integrity policies, the affiliated Party of the violating employee shall impose administrative and/or financial penalties commensurate with the severity and impact of the violation.

10. Either Party shall, upon receiving a report alleging a violation of this Agreement by any of its employees from the other Party, shall promptly investigate the allegation and take appropriate actions based on the findings.

11. To report any conduct of commercial bribery, one may contact Party A at 0571-86629511 or via email (jubao@proya.com) and Party B at [] or via email (). Personal data and information of whistleblowers will be strictly kept in confidentiality.

Article 3 Liability for Breach

1. Any breach of this Agreement by either Party, including its employees, shall be subject to penalty based on management authority and in accordance with applicable internal regulations. Where a crime is suspected, the matter shall be referred to judicial authorities for criminal prosecution. Any economic losses caused to the other party shall be compensated accordingly.

2. If one Party fails to cooperate in the other Party's investigation into bribery involving any of such Party's employees, the non-breaching Party shall have the right to unilaterally terminate the cooperation contract between the Parties, and be paid liquidated damages amounting to RMB 500,000 by the breaching Party. If this amount is insufficient to cover the actual losses incurred, the breaching Party shall additionally compensate the non-breaching Party to the full extent of its proven damages. If a crime is constituted, the matter shall be referred to the competent administrative or judicial authorities for criminal prosecution.

Article 4 Miscellaneous

This Agreement is annexed to the Cooperation Agreement entered into between Party A and Party B as an integral part thereof and has equal legal effect therewith. This Agreement shall become effective upon execution by both Parties and shall be in force for the same duration as the Cooperation Agreement.

Party A (Seal):

Party B (Seal):

Date:

Date: