



Integrity Trading Declaration

The undersigned covenantor, _____(company name), a corporation duly organized and existing under the laws of _____(Nation), has a principal place of business at _____ (Address). Company, a party in transaction with Universal Global Technology Co. Ltd., its subsidiaries or affiliates ("USI"), acknowledges that integrity trading is essential to mutual business transactions and hereby represents as follows:

A. Definitions

1. "Illicit Interests" means, including without limitation, any bribe, kickback, gratuity, commission, profits sharing, gift, treatment of any kind or anything of value.
2. "Related Person" means USI employee's spouse, parent, children, brothers or sisters, grandparent, grandchild or other relatives or persons having a close relationship with USI employee.

B. Commitments

1. Company shall strictly comply with all USI's integrity policies and regulations in the course of its transaction with USI. In no event shall Company offer, promise to offer, solicit or give any bribe or other Illicit Interests, whether directly or through intermediaries, to USI employee, the Related Person or any designed third party in order to obtain or retain businesses or other improper advantages in the conduct of the business with USI.
2. In the event that Company acquaints that USI employee accepts or requires Company to offer any bribe or any other Illicit Interests, whether directly or through intermediaries, for the benefits of himself, the Related Person or any designed third party, Company agrees to report to USI immediately accompanying all relative evidences thereof.
3. In the event that Company discovers that any party in transaction with USI or fails to perform any USI integrity policy or provision in this Declaration, Company shall immediately report to USI and provide all relative evidences thereof.
4. Company shall provide with all necessary vendor information by filling in USI requested format, and all true and valid supporting documents or evidences upon USI's requests. Company agrees to inform USI of any modification or update of the above information, documents or evidences.



5. In the event that Company learns, receives or possesses any USI tangible or intangible property (“USI Property”), including without limitation, intellectual properties or know how, Company warrants that it will not steal, occupy, or make use of USI Property for its or any third party’s benefits or beyond the purposes of the business transactions with USI.
6. In the event that Company or any of its authorized representatives is the Related Person, Company shall immediately inform USI of such relationship thereof.

C. Responsibilities

1. In the event that Company breaches USI integrity policies or any commitment in this Declaration or fail to observe all applicable laws, Company shall take all the responsibilities or liabilities at laws. In such event, USI is entitled to terminate or cease any or all of the transactions with Company and the corresponding agreements thereof, at its sole discretion. In addition to the aforesaid, Company shall (2) indemnify all losses or damages incurred by USI and (2) reimburse USI at least twenty times of the value of the Illicit Interests.
2. Company agrees that all disputes arising hereunder shall be submitted to the arbitration of Sub-commission of China International Economic and Trade Arbitration Commission in Shanghai. The award of arbitration shall be binding and final.

Company:

(Fill in Company Name) _____

Signature:_____

Name:_____

Title:_____

Date:_____