

## **Anti-Commercial Bribery Notice**

**We** hereby inform you of our anti-commercial bribery requirements as follows, in order to strictly implement the laws and regulations against commercial bribery, to maintain the fairness and impartiality and to effectively prevent non-compliance during our business cooperation. Please read the followings carefully:

A. The Partner shall not provide the Brand Owner and its related entities or individuals entrusted to handle transaction-related affairs, with any tangible or intangible undue benefits, by itself or through third party, for the build-up and benefits of such cooperation. Undue benefits refer to cash, items, securities or other disguised benefits provided directly or indirectly, including but not limited to cash, checks, credit card gifts, samples or other products, entertainment, memberships, rebates in the form of money or goods, commissions, employment, real estate, traveling, banquets, personal favors, etc.

B. the Partner shall not directly or indirectly provide any form of loan to the employees, staffs or representatives of the Brand Owner and its related entities or individuals entrusted to handle transaction-related affairs.

C. The Partner shall not allow the staffs of the Brand owner or their spouses to directly hold, or indirectly hold via third party, any equity interest of the Partner, with the exception of interests of less than 5% of the outstanding issued shares through the public stock exchange, shares held directly or indirectly in a fund with no actual control, or shares held through a trust whose beneficiaries are not themselves or their representatives.

D. The Partner shall not employ the staff of the Brand Owner (including but not limited to the establishment of formal labor relations, labor dispatch, outsourcing services, part-time jobs, consultants and other forms). If the Partner employs the brand's spouse or other representatives of interests, the Partner shall truthfully and fully inform the Brand Owner in writing within three days upon the employment.

E. If the shareholders, supervisors, managers, senior management, project leaders, and project members of the Partner are employees or representatives of the Brand Owner and its related entities or individuals entrusted to handle transaction-related affairs, they shall truthfully and comprehensively inform the Brand Owner in writing before cooperation.

F. The Partner shall make every effort to comply with the personnel management and business processes of the Brand Owner, and shall not proactively contact the relevant staffs of the Brand Owner in private, providing or promising bribes or benefits, in order to seek improper commercial benefits. The Brand Owner may demand compensation from the Partner for breach of contract or infringement, and file the civil and criminal lawsuit against the relevant persons in charge.

**G. If the Partner violates the requirements of this notice, the Brand Owner has the right to unilaterally terminate the cooperation with the Partner in whole**

**or in part. At the same time, the Partner shall pay the Brand Owner 100% of all transaction amounts during the cooperation as a penalty (if there is no amount involved or the transaction amount is less than one million RMB, one million RMB shall be applied). The Partner shall pay such penalty within 5 working days upon the date when the Brand Owner discovers a violation of this notice. If the penalty is not paid in a timely manner, the Brand Owner may directly deduct it from the payable amount, and continue to pursue compensation for any shortfall. The Partner will be blacklisted and the Brand Owner will never cooperate with it again.**

**H. If the Partner violates the requirements of this notice, in addition to bearing above penalty, the Partner shall also pay all the profits obtained from this violation to the Brand Owner. The Partner shall pay the Brand Owner all the profits obtained within 5 working days from the date of discovering the violation of this notice. If the payment is not made in a timely manner, the Brand Owner may directly deduct it from the payable amount, and pursue compensation for any shortfall.**

I. The founder of the Brand Owner establishes "Ten Million Anti Corruption Reward Fund" in his personal name to reward the reporting of commercial bribery, and sets up the only reporting email: jubao@miniso.com. There are no restrictions on who can report or be reported.

J. If the Partner reports corrupt or voluntarily reports his own corrupt behavior, after cooperating with the investigation to recover the corresponding losses, the Partner will be exempted from the liabilities stipulated in Article 6, 7, and 8 above, the Brand Owner will reward the informant with 20% of the recovered amount in cash, with a maximum reward of RMB 2 million per case, regardless of whether the reported corrupt behavior occurs during the cooperation between the Partner and the Brand Owner or not.

K. In response to corruption reported by our Partners, the Brand Owner will designate someone to conduct investigations, while maintaining absolute confidentiality of the informant's information and relevant evidential materials.

L. If the Partner has engaged in the above-mentioned behaviors from Article 1 to Article 6 without actively reporting to the Brand Owner, and the Brand Owner's employees report corrupt behaviors before the Partner, then the Brand Owner will act according to Article G and Article H. If the corrupt behaviors meet the filing requirements, the case will be passed to judicial authorities.