

Appendix:

Code of Conduct for Business Partner

To ensure a transaction environment that features legal compliance, openness and fairness, Partner understands that being clean-fingered, honest, fair and disciplined is the most basic premise to cooperating with Us, and is willing to sign this Code of Conduct for Business Partner (hereinafter referred to as “this COC”), which is annexed as an appendix to and has the same legal effect as the Contract (also referred as “Agreement” as the case may be). Each of Us and Partner will be referred to as a “Party” and, collectively, as the “Parties”.

I. Definitions

1. “We”, “Us” or “Our” refer to NetEase Inc., its affiliates and their respective Staff, relatives or other interested parties.
2. “Partner” refers to Partner, its affiliates and their respective Staff, relatives or other interested parties.
3. “Staff” includes the full-time and part-time employees, owners, shareholders, management, principals, directors, agents, or any other personnel who works for the benefit of any party.
4. “Government Officials” include but not limited to any officials, Staff, or any person who exercises public functions and candidates, retirees thereof:
(1) government and department, institution or organization thereof; or (2) a company or an enterprise that is wholly or partly owned or controlled by governments; or (3) a public institution; or (4) an international public organization; or (5) political party.
5. “Pay or Provide” includes but not limited to any act of directly or indirectly offering, promising, attempting, permitting, to pay or provide, or actually paying or providing any Improper Interests.
6. “Improper Interests” includes but not limited to any cash, loans, cash equivalents, virtual assets, assets, articles of value and other opportunities, services, convenience supports or benefits.

II. Partner’s Warranties

1. Partner may not, under any name, Pay or Provide any interests which are not contained in the contracts, directly or indirectly, to Us, Government Officials or any third party, including their relatives and stakeholders.
2. Partner, its relatives or stakeholders, shall not be the relatives or stakeholders of Us. However, such restriction shall not apply if Partner has disclosed the said relationship to Us in advance and obtained Our written permission.
3. Partner warrants that it shall not create or use any false, inaccurate or misleading documents, books or records, and shall keep accurate and complete records of its business activities and transaction documents, such retention shall be at least five (5) years since completion of relevant projects. Partner warrants that it will accept and cooperate with Us for audit and investigation relating to the business cooperation between Us and Partner, and accurately provide relevant information and documents.
4. Partner warrants that it will fully abide by any laws, regulations and standards (if any) relating to labor, business ethics, health and safety, as well as environment and management. Apart from the above warranties, Partner will also strictly follow all applicable laws and general business principles and conscientiously conduct its business accordingly.
5. If Partner finds or suspects that, We engage in or likely to engage in any illegal or unethical business practices, Partner warrants that it shall report to Us. With regard to the disclosure or reporting hereunder, Partner may contact Our Ethics Committee via the following channels:
(1) reporting via call: (86) 0571-89852122; or
(2) reporting via email: jubao@corp.netease.com

III. Partner’s Responsibilities

1. **If Partner violates any of the warranties stated in Article II above, We will have the right to hold Partner responsible, and forthwith take measures against Partner by:**

(1) ceasing to make any payments; (2) suspending or terminating any business cooperation or contracts; (3) requesting for refund of the payment paid by Us and compensation for damages; (4) claiming liquidated damages equal to 30% of all the fees provided in the contracts (including all the orders signed thereunder) between Us and Partner; and/ or (5) adding Partner to the blacklist.

2. If We raise reasonable doubts, Partner is obligated to prove the legality and compliance of its behaviors.
3. The failure to exercise any of the above rights by Us shall not constitute the waiver of such rights thereby, and We are still entitled to exercise such rights at any time within the time limit permitted by law.

Partner acknowledges that it has fully read and clearly understood the above-mentioned terms and conditions, and agrees to abide by the same. This COC as signed by Partner shall take effect retroactively to the first time Partner contacting with Us and survive the termination of the Contract.