

合同编号: \_\_\_\_\_

Contract No.: \_\_\_\_\_

## 包机合同主协议

### Master Charter Agreement

甲 方:

圆通速递股份有限公司 (以下简称「甲方」、甲方及其子公司以下简称「圆通速递集团成员」), 以其自身的权利及作为其他圆通速递集团成员的代理人签订本协议

Party A:

YTO EXPRESS GROUP CO., LTD\* (hereinafter referred to as "Party A", Party A together with its subsidiaries "YTO Express Group Members") which enter into this agreement for its own rights and as agent for other YTO Express Group Members

注册地址:

上海市青浦区华新镇华徐公路 3029 弄 18 号

Registered Address:

No.18, Lane 3029, Huaxu Road, Qingpu District, Shanghai, the PRC

乙 方:

圆通国际快递供应链科技有限公司 (以下简称「乙方」、乙方及其子公司以下简称「圆通国际集团成员」) 以其自身的权利及作为其他圆通国际集团成员的代理人签订本协议

Party B:

YTO INTERNATIONAL EXPRESS AND SUPPLY CHAIN TECHNOLOGY LIMITED (hereinafter referred to as "Party B", and Party B together with its subsidiaries "YTO International Group Members"), which enter into this agreement for its own rights and as agent for other YTO International Group Members

注册地址:

香港九龙湾宏光道 39 号宏天广场办公大楼 22 楼 2208 室

Registered Address:

Suite 2208, 22th Floor, Office Tower, Skyline Tower, 39 Wang  
Kwong Road, Kowloon Bay, Hong Kong

*\*for identification purposes only*

*\*仅作识别之用*

乙方拟不时聘请圆通速递集团成员提供包机服务。就本包机合同主协议项下的每项交易而言，提供服务的圆通速递集团成员以下简称「服务提供方」，采购服务的圆通国际集团成员以下简称「服务购买方」。

Party B intends to engage YTO Express Group Members to provide charter services from time to time. In respect of each transaction under this Master Charter Agreement, the relevant YTO Express Group Members providing the service shall be referred to as the "Service Provider" and the relevant YTO Integrational Group Members procuring the service shall be referred to as the "Service Purchaser".

根据《中华人民共和国民用航空法》及相关法律，甲、乙双方遵循自愿、公平、合法、诚信的原则签订本协议，协议情况如下：

In accordance with *Civil Aviation Law of the People's Republic of China* and relevant laws and on the basis of principles of voluntariness, justice, legality and faithfulness, Party A and Party B hereby enter into this agreement as follows:

## 第一条 航线和班期

### Article I. Route and Schedule

#### 1. 1、 航线和班期

Route and schedule

航线的开航日期、时刻等，最终计划以相关国际或地区民航部门批复时间为准，服务提供方尽力配合服务购买方获取对应的时刻要求。

Date and time of departure shall be subject to the time approved by civil aviation departments of the relevant countries or regions. The Service Provider shall endeavor to coordinate with the Service Purchaser to obtain corresponding time requirements.

## 第二条 舱位

### Article II. Freight Space

2. 1、 服务提供方根据服务购买方的要求在该航线上合理安排运力并制定航班计划，服务购买方负责在航线上组织航空货物。



The Service Provider shall arrange transport capacity and make the flight schedule on route reasonably according to requirements of the Service Purchaser who should be responsible for organization of air cargo on the same route.

- 2.2、 在特定国家和地区之间实施航线时，航班最大可用业载将由服务提供方不时通知服务购买方。该最大可用业载包含当日航班政府指令性运输物品（如有）和服务提供方公务货（非营利性保障航班的必需物品如航材、雨布、绑带等）。如因天气或其他服务提供方不可控的特殊原因需增加燃油时，业载将相应减少。航班实际业载以执行航班当日服务提供方的测算数值为准，该业载的变化不影响包机价格。由于执行地机场的限制原因导致的业载不足，服务提供方不承担责任。

The maximum payload of aircraft type when implementing flight route between the specific countries and regions will be notified by the Service Provider to the Service Purchaser from time to time. The maximum payload shall include government-directed shipments (if any), and the Service Provider's service cargo (i.e. non-profitable articles such as aerial materials, waterproof cloth and ties to be transported). Payload will correspondingly decrease when fuel consumption is increased in case of weather or other special reasons which are out of the Service Provider's control. Actual Flight Payload shall be subject to the tonnages calculated by the Service Provider, the payload changes shall be no impact on Charter Price. The Service Provider shall not assume any responsibility for insufficient payload which caused by the restrictions of departure airport.

- 2.3、 服务购买方可使用航班执行当天最大可用业载。如在货物装机时发生拉货情况，拉下货物由服务购买方自行负责。

The Service Purchaser can utilize the maximum payload on the day of flight execution and responsible for any offloads themselves.

### 第三条 货物种类

#### Article III. Type of Goods

- 3.1、 符合相关国家和地区的有关规定及服务提供方《货物运输手册》规定的货物。服务购买方交运的货物必须符合民航运输要求，不得夹带危险品、违禁品，不得谎报品名，由此造成的损失和责任全由服务购买方负责。

Cargoes meet relevant provisions of the relevant countries and regions and requirements of *Cargo Transportation Manual* of the Service Provider. The Service Purchaser shall ensure cargoes satisfying requirements for civil aviation transportation and without any dangerous or contraband goods carried secretly, and shall not lie about article names, otherwise it shall bear all losses and responsibilities incurred therefrom.

- 3.2、 服务提供方有权拒绝承运不符合民航运输规则的货物，包括 1 至 9 类危险品货物。如服务购买方故意隐瞒其交付的违禁物品，服务提供方有权索取由此给服务提供方带来的直接经济损失。

The Service Provider has the right to reject accepting articles that violate civil



aviation transportation rules, including dangerous goods of Class-1 to Class-9. If the Service Purchaser intentionally conceals contraband goods handed over by it, the Service Provider shall be entitled to claim for compensation for direct economic losses suffered by the Service Provider.

#### 第四条 运输凭证填开

##### Article IV. Issuing of Transportation Documents

- 4.1、 服务购买方所使用的国际货运单号向服务提供方财务部门申领。

The Service Purchaser shall apply for international way bill numbers to financial department of the Service Provider.

- 4.2、 货运单由服务购买方填制，货运单运价栏填写“0”，财务信息栏注明“包机专用”字样。货物种类、货物运量等栏目按规定填写。

The Service Purchaser shall fill out waybills according to customer's requirements, and complete "Freight Rate" column with "0" or "As Agreed", note "Charter" in the column of "Accounting Information", and fill out "Cargo Type", "Cargo Volume" and other columns as per provisions.

- 4.3、 服务购买方应当填制货物托运书和航空货运单，并对所填内容的真实性和准确性负责。

The Service Purchaser shall complete Consignment Bill and air waybill, and be responsible for authenticity and accuracy of content thereof.

- 4.4、 填制货运单时，服务购买方应在财务信息栏中注明合同号“\_\_\_\_\_”。

The Service Purchaser shall fill out "Contract no." in the column of Accounting Information when filling in the freight bill.

#### 第五条 操作规定

##### Article V. Operating Provisions

- 5.1、 服务提供方提供航空国际货物运输代理服务，负责提供运力并保证航班正点、安全飞行。服务购买方知悉并且同意，如果服务提供方运力不足，或者经服务提供方与服务购买方同意的其他情形，服务提供方将为服务购买方从其他航空公司寻找替代飞机。

The Service Provider provides air international cargo transportation agency services, take charge of the provision of transport capacity and ensure punctual and safe flight. The Service Purchaser acknowledges and agrees that, in case of insufficient capacity of the Service Provider, or other circumstances agreed by both parties, the Service Provider will find alternative aircraft for The Service Purchaser from other airlines.

- 5.2、 货物交运时限：服务购买方必须严格按照当地机场的截载时间按时交货，并按时办理完毕民航及海关等规定的一切手续，否则相关责任由服务购买方承担。

Time limits of delivery: The Service Purchaser shall hand over goods on time strictly



according to the cut-off time prescribed by the local airport, and shall punctually handle and complete all procedures as per civil aviation and customs provisions, otherwise it shall assume related responsibilities.

- 5.3、 货物交运地点：机场货站或服务提供方指定地点。

Consignment place: Airport cargo terminal or a place designated by the Service Provider.

- 5.4、 交接要求：若因货物交接造成拒收或由于服务购买方其它原因造成误机，其损失均由服务购买方负责。

Handover requirements: In case of any rejection of goods in handover process or flight delays due to other reasons caused by the Service Purchaser, losses incurred therefrom shall be borne by the Service Purchaser.

- 5.5、 货物包装：

Cargo packing:

- 5.5.1、 服务购买方应当保证所托运货物的包装在运输过程中不致损坏和污染飞机、设备及其它物品。如服务购买方货物因包装不当污染和损坏飞机、设备及其它物品，则由服务购买方赔偿服务提供方因此而导致的直接经济损失。

The Service Purchaser shall ensure that its cargoes for consignment will not damage or contaminate the aircraft, equipment and other articles during transportation. If damage or contamination does happen due to improper packing of the Service Purchaser's cargoes, the Service Purchaser shall compensate the Service Provider for direct economic losses incurred therefrom.

- 5.5.2、 服务购买方应当根据货物性质、重量及运输环境和服务提供方的要求，采用适当的内、外包装材料和包装形式，妥善包装。

The Service Purchaser shall properly pack its cargoes with appropriate inner and external packing materials and methods according to cargo nature, cargo weight, transport environment as well as the Service Provider's requirements.

- 5.5.3、 货物的包装内不准夹带危险品，政府禁止运输和限制运输的物品。

Neither dangerous goods nor articles transportation of which is prohibited or restricted by the government shall be allowed to be carried in the packages secretly.

- 5.5.4、 凡包装不符合规定所造成货物拒收，后果由服务购买方负责。

Consequences of rejection due to substandard packing shall be on the Service Purchaser's account.

- 5.6、 打板要求：服务购买方可自行或委托其地面代理打板，但必须严格按照 IATA 的有关货物运输规则以及服务提供方的运输规则和要求收运货物，并对货物在空中和地面的安全性负责。服务提供方需向服务购买方提供充足且适航的集装箱供航班使用，服务购买方在本协议中涉及到的航站进行组板操作。

Build-up requirements: The Service Purchaser may by itself or authorize its ground agent to conduct cargo build-up, provided that the goods shall be collected and

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transported strictly according to related cargo transportation rules of IATA and transportation rules and requirements of the Service Provider and shall be responsible for cargo safety in the air and on the ground. The Service Provider shall provide the Service Purchaser with sufficient and airworthy unit load devices for flight, so that the Service Purchaser may conduct BUP operation in the terminal involved herein.



## 第六条 票证管理

### Article VI. Document Management

- 6.1、 此协议生效后，服务购买方使用国际货运中性运单由服务购买方自行提供，服务购买方从服务提供方财务部门申领国际运单号。

Upon this Agreement becoming effective, the Service Purchaser shall provide with the required international neutral waybills and apply for international waybill numbers from the Service Provider's financial department.

- 6.2、 此协议生效后，服务购买方第一次领取国际运单号的数量由服务提供方和服务购买方共同协商。后续国际运单号发放实行“以号换号”，即按服务购买方结算的票证数量发放国际运单号。每次领取国际货运单号的数量，由服务提供方财务部门根据服务购买方的使用量核定，原则上最多不超过半个月的使用量。

Upon this Agreement becoming effective, the Service Provider and the Service Purchaser shall negotiate about the quantity of waybill numbers at the Service Purchaser's first collection. "Number for Number" policy shall apply for issuing of subsequent waybill numbers, that is, international waybills shall be given according to quantity of documents settled by the Service Purchaser. Quantity of waybill numbers received by the Service Purchaser shall be verified by the Service Provider's financial department in accordance with usage of the Service Purchaser, and, generally, shall not exceed the usage of half a month.

- 6.3、 服务提供方发放国际运单号过程中，当服务购买方确认从服务提供方处收到国际运单号后，即视为服务购买方的保管责任的开始。国际运单号交还给服务提供方并得到服务提供方确认后，即视为服务购买方的保管责任的终止。

During the course of the Service Provider giving out international waybill numbers, the Service Purchaser's custodial responsibility for international waybill numbers shall start upon the Service Purchaser's confirmation of receipt of the same, and shall end upon the Service Provider's confirmation of the Service Purchaser returning the same.

- 6.4、 在服务购买方保管责任内，如果发生国际运单号作废的情况，服务购买方必须在当天内以书面形式报告服务提供方，并且必须按每份单号人民币 50 元向服务提供方赔偿。如果国际运单号被冒用，服务购买方应承担由此产生的全部经济损失和法律责任。

In case that, within custodial responsibility of the Service Purchaser, any international waybill number becomes invalid, the Service Purchaser must report to the Service Provider in writing on the same day and indemnify the Service Provider of RMB 50 for each number. If any international waybill number is illegally used, the Service Purchaser shall undertake all economic losses and legal liability incurred therefrom.

- 6.5、 服务提供方在确认服务购买方货物品名前提下，服务购买方可根据服务提供方提供运输凭证模版填开运输凭证；由于服务购买方不按规定填开运输凭证，给服务提供方造成损失的，服务购买方应承担赔偿责任。同时，服务提供方有权每张国际运输凭证收取服务购买方人民币 2000 元的罚款。



The Service Purchaser may fill out and issue transport documents as per the Service Provider's template of the same on the condition that the Service Provider has confirmed names of the Service Purchaser's articles. In case of any losses of the Service Provider as a result of the Service Purchaser not filling out transport documents as required, the Service Purchaser shall undertake the liability of compensation while the Service Provider has the right to charge the Service Purchaser a fine of RMB 2000 for each international transport document.

## 第七条 包机相关费用

### Article VII. Charter Related Expenses

#### 7.1、 费用

##### Expenses

服务购买方需向服务提供方支付包机费用及其他包机相关费用（包括但不限于燃油附加费及除防冰费用）（以下简称「包机及相关费用」）。世界各国和地区包机及相关费用应由各方在下订单时参照由独立于乙方及乙方关连人士（定义见香港联合交易所有限公司（「联交所」）制订的联交所证券上市规则（「上市规则」））的第三方及其最终实益拥有人（「独立第三方」）货运服务商所收取可比较服务之包机及相关费用而厘定。乙方将从最少两至三名（除非只有另一家空运包机服务供应商为特定航线提供相同的空运包机服务）（或乙方多数独立非执行董事不时厘定的其他数目）独立第三方货运服务商取得报价，并将该报价与服务提供方根据本协议的条款和条件提供包机服务。乙方亦会以独立第三方货运服务商的往绩记录及声誉，以及服务提供方的往绩记录及声誉作比较。包机及相关费用将以（i）服务提供方提供之包机及相关费用；及（ii）独立第三方货运服务商可比较服务之报价两者当中的较低者所厘定。

The Service Purchaser shall pay charter fee and other charter related fees (including but not limited to fuel surcharge and deicing fee) (collectively, "**Charter and Related Fees**") to the Service Provider. Charter and Related Fees for each of the countries and regions around the world shall be determined by the parties at the time of placing the order with reference to the Charter and Related Fees charged by third party or parties and who and whose ultimate beneficial owner(s) are independent of Party B and connected persons (as defined under the Rules Governing the Listing of Securities ("**Listing Rules**") on The Stock Exchange of Hong Kong Limited ("**Stock Exchange**")) of Party B ("**Independent Third Party**"). Party B will obtain quotation from at least two to three (unless only one other air freight charter services provider offers the same air freight charter services for a particular route)(or such other number as shall be determined by the majority of the independent non-executive directors of Party B from time to time) Independent Third Party freight services providers and compare it with the terms offered by the Service Provider for the provision of charter services pursuant to the terms and conditions of this Agreement. Party B will also compare the track record and reputation of such Independent Third Party freight services provider against the Service Provider's track record and reputation. The Charter and Related Fees shall be determined by using the lower of (i) the Charter and Related Fees offered by the Service Provider;



and (ii) quotation from Independent Third Party freight services providers of comparable services.

服务提供方应将服务购买方提交的货物由始发地机场运输至目的地机场，承担货物从出发地机场货站出库后装机始至目的地卸机后入机场货站库止所发生的所有费用，包括但不限于使用飞机、机组、航务、基准燃油（含燃油服务费）以及机场起降的相关费用，以及机坪装卸货物的操作费用等。若由于服务提供方原因，一个航班或一个航班中的某个航段被取消，则核减取消航段的包机费用。

The Service Provider shall transport cargoes handed over by the Service Purchaser from the airport of departure to the airport of destination and bear all expenses incurred at RAMP from loading cargoes at departure airport and unloading such cargoes from the aircraft at the destination, including but not limited to expenses related to use of aircraft, air crew, navigational affairs, reference fuel (including fuel service charge), taking-off and landing in airports and operation of cargo loading and unloading at airport. If a flight or certain leg of a flight is canceled due to reason of the Service Provider, charter fee shall be reduced accordingly.

#### 7.1.1、其他费用

##### Other expenses

服务购买方货物在始发地机场货站出库装机前和目的地机场货站入库后的相关费用由服务购买方自行负责，包括但不限于地面运输、货物仓储、货物交运及收运、货物组装、货物安检、联检单位、海关或向海关发送 FWB FHL 信息、机场货站操作的费用等。

Relevant expenses incurred before discharge of the Service Purchaser's cargoes from cargo terminal of departure airport and loading to the aircraft and after such cargoes are warehoused in cargo terminal of destination airport shall be borne by the Service Purchaser itself, including but not limited to expenses related to ground transportation, cargo warehousing, cargo delivery and collection, cargo assembly, cargo security check, joint inspection unit, Customs and sending EDI、FWB、FHL to Customs airport cargo terminal operations.

#### 7.1.2、费用支付

##### Payment

一般规定由服务购买方及服务购买方委托的代理人负责出发地和目的地机场货站货物操作的费用，由服务购买方负责向机场货站直接支付；

It is generally stipulated that expenses related to cargo terminal operations at airport of departure and destination that are in charge of the Service Purchaser and its entrusted agent shall be paid by the Service Purchaser to airport cargo terminals directly;

如机场货站需与服务提供方结算货站操作等费用，服务提供方将以代收代付的形式，根据机场货站开出的账单替服务购买方支付给机场货站。该笔代收代付款在服务提供方支付后，根据实际支付金额向服务购买方收取代垫额及其 5% 的代垫手续费，若服务购买方未按时支付给服务提供方，服务提供方有权向服务



购买方收取日率千分之五的违约金，若因此而造成服务提供方损失的，服务购买方需全额承担。

If the airport cargo terminal needs to settle expenses respecting cargo terminal operations with the Service Provider, the Service Provider will pay the cargo terminal in the manner of collection and payment in accordance with the statement provided by the cargo terminal for the Service Purchaser. Once such payment has been paid by the Service Provider, the Service Purchaser shall pay to the Service Provider the actual amount according to bill issued by terminal and 5% of the total amount as handling fee. If the Service Purchaser fails to pay the Service Provider on schedule, the Service Provider reserves the right to charge the Service Purchaser an overdue accounts at a daily rate of 0.5% from the invoice due date; any losses of the Service Provider caused in such case shall be fully undertaken by the Service Purchaser.

如机场货站允许并接受除与其协议的服务提供方以外的第三方来结算货站操作等费用，一旦服务提供方收到机场货站的账单会通知服务购买方，服务购买方必须按照机场货站的付款期限安排付款。

If the airport cargo terminal allows and accepts a third party other than the Service Provider who signs an agreement with it to settle cargo terminal operation expenses, the Service Provider will notify the Service Provider immediately after receiving the statement from the airport cargo terminal. The Service Provider must arrange payment pursuant to payment term specified by the cargo terminal.

## 7.2、 轮挡小时

### Block Hours

- a) 轮挡小时指航班在始发站由牵引车推动飞机开始至航班在目的站降落并滑行到停机位置定轮挡的时间。

Block hours or block time refer to the time of flight from the aircraft is towed by a tractor at the departure airport to it lands at destination airport and taxis to the parking position and chocks.

轮挡小时的核定原则为：新开航线自航班执行之日起，前 20 个正常运营的航班，每个航段的轮挡小时以服务提供方和服务购买方在实际开航前约定的轮挡小时为结算依据（见附表一），20 个正常运营的航班后再根据服务提供方和服务购买方核定并确认的前 20 个正常运营航班的轮挡小时的平均值来重新核算前 20 个正常运营航班及之后航班结算的轮挡小时，对于前 20 个正常运营航班的包机费用，将根据得出的轮挡小时平均值重新调整并采取多退少补的方式来与服务购买方结算。备降、返航航班不包括在核定平均轮挡小时的统计范围内，以飞行任务书记录的实际轮挡小时为准。

Verification principle of block hours: For a new air route, settlement of the block time of each leg of the first 20 regular flights since the date of execution of flight shall be based on the block time agreed by the Service Provider and the Service Purchaser prior to actual execution (see Attached Form 1). After the first 20 regular flights, block hours of these 20 flights and following flights will be rechecked according to 20 flights' average block time verified and confirmed by



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the Service Provider and the Service Purchaser. Charter fees for the first 20 regular flights will be readjusted in accordance with the confirmed average block time, and the Service Purchaser may get refunded or shall make a supplemental payment according to actual settlement. Flights landing at an alternate airport or going on the homebound voyage are not included in statistical scope of average block time verification.

- b) 轮挡小时的确认，以服务提供方提供的飞行任务书为准。

Confirmation of block hours shall subject to the Flight Assignment provided by the Service Provider.

### 7.3、 调机或航班调整费用:

Expenses for flight transfer or adjustment:

- a) 如因服务购买方需要,产生调机费用或航班调整,则按照不同机型的包机小时单价\*轮挡小时(燃油基准/吨)+燃油附加费核算调机或航班调整费用。

Expenses incurred from flight transfer or adjustment for the Service Purchaser's need shall be calculated depending on different flight types as per the arithmetic: hourly charter price \* actual block hours (base fuel price per ton) + fuel surcharge.

- b) 如因服务提供方原因产生调机费用或航班调整,产生的费用由服务提供方承担;如因不可抗力原因产生调机费用或航班调整,产生的费用由服务提供方和服务购买方各自承担 50%;

If expenses are incurred from flight transfer or adjustment due to the reasons of the Service Provider, the Service Provider will be responsible for these expenses; If expenses are incurred due to force majeure's sake, these expenses shall be borne 50% respectively by the Service Provider and the Service Purchaser.

- c) 因服务提供方原因(包括但不限于机械故障等原因)造成航班返航、滑回或备降,如返航、滑回或备降后,服务购买方仍需继续执行包机航段,则需按照正常的包机价格结算包机费用。但对服务购买方的产品品质、运输等直接损失可通过服务提供方和服务购买方协商后并确定是否赔偿。备降费用由服务提供方承担。

In case of a homebound voyage、taxiing back or landing at an alternate airport for reasons of the Service Provider (including but not limited to mechanical breakdown), if the Service Purchaser request to resume execution of charter flights after returning, taxiing back or alternate landing, the Service Purchaser shall settle the charter fee as per normal charter price. As for direct losses of the Service Purchaser regarding product quality and transportation incurred in such case, the Service Provider and the Service Purchaser may negotiate and determine whether the compensation shall be made. Alternate cost shall be for the Service Provider's account.

- d) 由于不可抗力因素造成的航班返航、滑回或备降,服务购买方应参照飞行任务书记录的实际轮挡时间较核定平均轮挡小时的多出时间,按照包机小时单价向服务提供方支付由此产生的 50%的包机费用。

即额外包机费用=50%\*包机小时单价\*(飞行任务书记录的实际轮挡小时数-核定平均轮挡小时数)+燃油附加费用

If a flight goes on the homebound voyage、taxiing back or lands at an alternate airport for force majeure, the Service Purchaser shall settle extra charter fee based on the difference of extra block hours between actual block hour recorded in the Flight Assignment and average block hours, and pay to the Service Provider, 50% of the charter fees at the charter hourly unit rate.

Extra Charter Fee=50%\* Hourly charter price \* (actual block hour recorded in the Flight Assignment - average block hours verified from the first 20 flights )+ fuel surcharge as specified herein shall be determined to settle the charter fee for



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such flight or leg.

#### 7.4、 包机结算

##### Payment and Settlement

- 7.4.1、 包机费用的结算周期为每周一次，采取每周第一个工作日先预付本周所要执行往返航班的包机费用。服务提供方需在每周的第一个工作日上午 12:00 前发送电子账单给服务购买方，服务购买方收到服务提供方的电子账单的当天需给予对账确认，如服务提供方账单有误，服务购买方需在当天下午 14:00 前告知服务提供方，如服务购买方至当天下午 14:00 没有回复，即视为服务购买方确认账单。待服务提供方和服务购买方确认或视为确认完毕之后，服务购买方当天将包机费汇入服务提供方指定账户。服务提供方收到包机款后出具合规发票，并邮寄纸质账单和发票给服务购买方，按此结算周期，若由于节假日或第二天服务提供方和服务购买方仍无法就结算账单予以确认的，服务购买方的保证金不足以保证应付包机额的，服务购买方需预付补足包机额，否则，服务提供方有权暂时停止执行包机，直至包机款补足。

Settlement of charter fee shall be made on the first working day of every week, on which day the charter fees for round-trip flights to be executed this week shall be prepaid. The Service Provider shall, prior to 12:00 AM of the first working day of every week, send an electronic bill to the Service Purchaser, who should inform the Service Provider before 14:00 of that every day of any mistakes in the bill, otherwise the bill will be regarded as be confirmed by the Service Purchaser. If the bill is confirmed by the Service Provider and the Service Purchaser or is regarded as confirmed, the Service Purchaser shall remit the charter fee to the account designated by the Service Provider the same day. Upon receipt of the payment, the Service Provider will then issue a legal invoice and mail the physical bill and invoice to the Service Purchaser. According to such settlement cycle, if the Service Purchaser's deposit is insufficient to guarantee the charter fee due to holidays or unconfirmed bills by the Service Provider and the Service Purchaser on the next day, the Service Purchaser shall make a prepayment to make up the deficiency of charter deposit, or the Service Provider shall have the right to temporarily suspend execution of charter service until the charter fee is topped up.

燃油附加费及其他费用结算周期以服务提供方发送给服务购买方的电子账单开始（工作日上午 12:00 前），服务购买方需在 5 个工作日内完成对账确认及将无异议的账单支付给服务提供方。

Settlement of Fuel Surcharge and other charges shall begin with the electronic bill sent to the Service Purchaser by the Service Provider (Prior to 12:00AM of the working day). Within 5 working days, the Service Purchaser shall complete reconciliation without dispute and settle the payment.

服务购买方向服务提供方支付包机费用即完成了本协议下的付款义务，服务提供方之间的付款结算与服务购买方无关，服务购买方对此不承担任何责任。

The Service Purchaser has fulfilled its payment obligation under this Agreement upon paying the Service Provider the charter flight fee as agreed herein. The payment settlement between the Service Provider has nothing to do with the Service Purchaser and the Service Purchaser shall not bear any responsibility for it.



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7.4.2、签署各方开立的银行账户信息及通信地址：

Bank account information and Correspondence Address of the Parties:

甲方：圆通速递股份有限公司

Party A: YTO Express Group Co., Ltd

开户行：待不時確認

Opening bank: To be confirmed from time to time

账号：待不時確認

Account No.: To be confirmed from time to time

户名：待不時確認

Account Name: To be confirmed from time to time

乙方：圆通国际快递供应链科技有限公司

Party B: YTO International Express and Supply Chain Technology Limited

开户行：待不時確認

Opening bank: To be confirmed from time to time

账号：待不時確認

Account No.: To be confirmed from time to time

户名：待不時確認

Account Name: To be confirmed from time to time

电话：852-29984626

Telephone: 852-29984626

邮件地址：tiffany.wong@ytoglobal.com

Email: tiffany.wong@ytoglobal.com

7.4.3、本协议所列价格均为含税价格。

Prices listed herein are all tax-inclusive.

7.4.4、服务购买方未按 7.4.1 条约定按时付款的，服务提供方有权向服务购买方按日率千分之五收取违约金。如服务购买方所需付款项逾期 2 天的，服务提供方有权在收取违约金的同时无条件停航。服务购买方所需付款项和违约金服务提供方有权在保证金中扣除，服务购买方应当在三个工作日内补足保证金。服务购买方未按时补足的，服务提供方有权终止协议。

If the Service Purchaser fails to pay in a timely manner pursuant to provisions of Article 7.4.1, the Service Provider reserves the right to charge the Service Purchaser an overdue interest at a daily rate of 0.5%. If any amount payable by the Service Purchaser is overdue for two days, the Service Provider shall be entitled to consider suspension of charter service while charging an overdue fine. The Service Provider has the right to deduct any amount payable by the Service Purchaser as well as the overdue fine from charter deposit, and the Service Purchaser shall make up for the deficiency of charter deposit within three working days. If the Service Purchaser fails to make up timely, the Service Provider has the right to terminate the agreement.

7.4.5、除非本协议做出特别规定，服务购买方在本协议项下的付款必须如约全额支付，不得抵消或提出反向索赔，也不得以任何方式扣除应付的费用。

Unless specially specified herein, the Service Purchaser shall make payments hereunder in full as agreed, and shall not offset or make counterclaims, or deduct payables by any means.

## 第八条 航班的取消或延误

### Article VIII. Cancellation or Delay of Flight

8.1、服务提供方须尽全力保证飞机按议定的时刻和班次正常运行。

The Service Provider shall endeavor to ensure normal operation of aircraft according to agreed time and schedule.

8.2、由于服务提供方所无法控制的原因，包括但不限于罢工、停工、查封、关闭工厂、战争、全国紧急状态、天气、航路、航空管制等导致的航班延误，服务提供方有第一时间告知服务购买方的义务，服务购买方不得采用任何方式向服务提供方提出索赔要求，并仍对该延误航班支付全额包机费用。

In case of flight delay due to reasons beyond the Service Provider's control, including but not limited to strike, lockout, sealing up, shutting down of the factory, war, national emergency, weather, airway and air traffic control, the Service Provider has the obligation to inform the Service Purchaser without delay, and the Service Purchaser shall not file a claim with the Service Provider by any means and shall still pay the full charter fee for the flight delayed.



- 8.3、 由于服务提供方所无法控制的原因，包括但不限于罢工、停工、查封、关闭工厂、战争、全国紧急状态、天气、航路、航空管制等导致的航班取消，服务提供方有第一时间告知服务购买方的义务，服务购买方不得采用任何方式向服务提供方提出索赔要求，但服务购买方不需支付该取消航班的包机费用，是否补班由服务提供方和服务购买方协商。

In case of flight cancellation due to reasons beyond the Service Provider's control, including but not limited to strike, lockout, sealing up, shutting down of the factory, war, national emergency, weather, airway and air traffic control, the Service Provider has the obligation to inform the Service Purchaser without delay, and the Service Purchaser shall not file a claim with the Service Provider by any means, but the Service Purchaser does not need to pay the charter fee for the canceled flight. The Service Provider and the Service Purchaser may negotiate for a supplemental flight.

- 8.4、 如因服务提供方可控原因（包括但不限于：飞机故障、人员意外、运力调配、消极怠工等）导致航班延误或取消，则服务提供方应在接到相关信息后第一时间通知服务购买方。如因服务提供方可控原因导致延误时间超过4个小时，并对服务购买方造成产品损失的，可通过服务提供方和服务购买方协商后并确定是否赔偿。如因服务提供方可控原因导致航班取消，服务提供方需在航班起飞前三小时通知服务购买方，服务购买方不支付该航班包机费用。

In case of flight delay or cancellation due to events that are controllable by the Service Provider (including but not limited to aircraft fault, personal accident, transport capacity allocation and go-slow), the Service Provider shall inform the Service Purchaser immediately after receiving of relevant information. If the delay time is more than 4 hours due to events controllable by the Service Provider and causes losses to the Service Purchaser's products, the Service Provider and the Service Purchaser may negotiate and determine whether compensation shall be made. If a flight is canceled for events controllable by the Service Provider, the Service Provider shall inform the Service Purchaser three hours in advance of taking-off and the Service Purchaser does not have to pay charter fee for this flight.

- 8.5、 由于服务提供方所无法控制的原因，包括但不限于罢工、停工、查封、关闭工厂、战争、全国紧急状态、天气、航路、航空管制等导致航班无法降落在协议规定航线中的机场时，服务提供方应尽力配合服务购买方需求，协调备降机场，尽力配合服务购买方在该备降机场进行货物操作。包机费用参照第7.3进行结算。

If a flight fails to land at the airport stipulated by the agreement due to reasons beyond the Service Provider's control, including but not limited to strike, lockout, sealing up, shutting down of the factory, war, national emergency, weather, airway and air traffic control, the Service Provider shall endeavor to cooperate with the Service Purchaser's demands and coordinate an alternate airport, and use its best effort to assist the Service Purchaser in cargo operations at the alternate airport. The charter fee in such case shall be settled in reference to Article 7.3.

- 8.6、 服务购买方如需对班次进行调整，必须于计划更改航班飞行日期前45天以书面形式通知服务提供方，并征得服务提供方认可，否则航班不做变更。同时服务购买方需承担服务提供方由此造成的额外费用。



If the Service Purchaser needs to adjust the frequency of flight, it shall notify the Service Provider 45 days in advance of the execution date of the flight planned to be modified and obtain approval of the Service Provider, otherwise the flight shall not be modified. In the meanwhile, the Service Purchaser shall bear the additional charges incurred at the Service Provider's resulting therefrom.

如因服务购买方原因要求变更或推迟航班执行日期的, 需至少提前 2 天通知服务提供方并得到其书面确认同意。同时服务购买方需承担服务提供方由此造成的额外费用。

If the Service Purchaser needs to delay a flight, it shall notify the Service Provider at least 2 days in advance of the execution date of the flight and obtain approval of the Service Provider in writing. In the meanwhile, the Service Purchaser shall bear the additional charges incurred at the Service Provider's resulting therefrom.

8. 7、 服务提供方和服务购买方均有权在中国法定节假日期间取消航班, 但必须至少提前 7 天书面通知对方。

Both the Service Provider and the Service Purchaser have right to cancel the flights during official Holidays in China, provided that each party shall notify the other party in writing at least 7 days in advance.

8. 8、 服务购买方因市场需要, 可向服务提供方申请增加航班(本合同规定班期之外的), 服务提供方则应尽力配合申请航权及时刻, 力争加班的执行。如加班成功执行, 则加班的包机价格按本合同约定之价格执行。

The Service Purchaser may, base on market demand, apply for increase in flights (other than those prescribed herein) to the Service Provider who shall endeavor to cooperate in application for traffic rights and time and do all it can to facilitate execution of added flights. If such added flights are executed successfully, charter fee for such flights shall be calculated in accordance with the terms of this contract.

8. 9、 除了服务提供方所无法控制的原因外, 服务提供方需保证航班月准点率至少为 90%, 服务购买方同意并接受两小时以内(含两小时)的航班延误将不作为影响航班准点率的因素。

Except the reasons beyond the Service Provider's control, the Service Provider shall ensure the monthly punctuality rate at 90%, the Service Purchaser agree and accept that delay within two hours will not be regarded as delay.

## 第九条 安全保证

### Article IX. Security Guarantee

9. 1、 服务购买方必须遵守国家有关法律、法规, 自觉遵守有关的安全运输规则。

The Service Purchaser must comply with relevant national laws and regulations and consciously observe related rules for safe transportation.

9. 2、 必要时, 服务购买方所交运的货物必须接受安检部门的 X 光检查或开箱检查。

If necessary, cargoes handed over by the Service Purchaser must accept X-ray



inspection or unpacking inspection by security inspection department.

9. 3、 服务购买方若不履行以上两条的规定，该航班包机费、货物运费概不予退还，全票货物不得发运，并按有关法规交上级部门处理。

If the Service Purchaser fails to perform the above two provisions, charter fee for the flight and cargo freight will not be returned, and all cargoes will not be transported but be submitted to the superior department for disposal according to related regulations.

9. 4、 普通货物运输：

Transportation of general cargo:

9. 4. 1、 特种货物及第 9 类危险品货物必须提前申报，并经服务提供方同意方可运输。货物的包装内不准夹带危险品、政府禁止运输和限制运输的物品。

Special cargo and Class-9 dangerous goods must be declared in advance and can be transported only with consent of the Service Provider. Neither dangerous goods nor articles transportation of which is prohibited or restricted by the government shall be allowed to be carried secretly in packaging.

9. 5、 危险品运输：

Transportation of dangerous goods:

服务购买方不得交运除第 9 类以外的危险品。

The Service Purchaser shall not deliver dangerous goods that not fall into Class-9.

## 第十条 赔偿责任

### Article X. Liability for Compensation

10. 1、 因发生在航空运输期间的事件，造成货物毁灭、遗失或者损坏，服务提供方对服务购买方的赔偿责任，应根据《华沙公约》及中国民航有关法规执行。

In case of any destruction, loss or damage of goods due to any accidents occurring during air transportation, the Service Provider's liability for compensation to the Service Purchaser shall be executed in accordance with Warsaw Convention and related civil aviation regulations of China.

10. 2、 如因服务购买方提供的货物信息，包括但不限于货物重量、体积、种类、属性、相关运输文件等，给服务提供方造成损失的，由服务购买方承担相关责任。

In case of any losses caused to the Service Provider due to goods information provided by the Service Purchaser, including but not limited to weight, volume, type, attribute and relevant transportation documents, the Service Purchaser shall undertake pertaining responsibility.

10. 3、 服务提供方和服务购买方达成包机意向后，服务提供方将进行包机业务准备，



如因服务购买方原因导致航班不能执行时，服务购买方应赔偿服务提供方筹备期间发生的相应合理费用；如因服务提供方原因导致航班不能执行时，服务提供方应赔偿服务购买方筹备期间发生的相应合理费用，赔偿费用均以人民币 50 万元为上限封顶；如因不可抗力因素包括但不限于自然灾害、民航局或军方等国家行政机关政策导致的合同不能正常执行，服务提供方和服务购买方互不赔偿。

The Service Provider will start preparation for charter business once the Service Provider and the Service Purchaser reach the intention of charter service. In the event of non-execution of flight for either party's sake, the party in fault shall compensate the innocent party for corresponding expenses incurred during preparation. Compensation cost shall not exceed RMB500,000. The Service Provider and the Service Purchaser may not compensate each other in the event that the contract could not be executed normally for force majeure including but not limited to natural disasters and policies of national administrative authorities such as civil aviation administration or the military.

10. 4、 由于服务购买方造成的原因，导致集装箱板丢失、损坏等情况的，服务提供方将保留追究的权利，并要求服务购买方赔偿给服务提供方每块板人民币伍仟元整，每个集装箱人民币陆仟伍佰元整。

In case of loss or damage of any unit load device boards caused by the Service Purchaser, the Service Provider will reserve the right to call the Service Purchaser to account and require the Service Purchaser to compensate FIVE THOUSAND YUAN for each board and SIX THOUSAND AND FIVE HUNDRED YUAN for each container.

10. 5、 服务提供方已将航班运输过程中动物/海鲜等可能部分或全部死亡之风险充分告知服务购买方。服务购买方对此风险已充分了解并同意承担由此带来的全部损失并不得向服务提供方索赔，服务提供方对因动物/海鲜死亡所造成的一切损失不承担任何责任。

The Service Provider has fully informed the Service Purchaser of the risk of partial or total death of animals/seafood during the flight transportation. The Service Purchaser fully understands and agrees to bear these losses arising therefrom and shall not claim for compensation from the Service Provider. The Service Provider shall not be liable for all losses caused by the death of animals/seafood.

## 第十一条 协议变更、解除

### Article XI. Alteration and Termination of Agreement

11. 1、 除服务购买方提前以书面形式通知服务提供方并得到服务提供方书面确认同意的情况下，本协议所规定的服务购买方的权利和其它职责，未经服务提供方的书面同意，服务购买方不得将其全部或部分转让、或者授权给任何其他第三方。

Unless the Service Purchaser has notified the Service Provider in writing in advance and the written confirmation of consent has been obtained from the Service Provider, the Service Purchaser shall not wholly or partially transfer or authorize any of its



rights and other obligations of the Service Purchaser prescribed herein to any third parties without written consent of the Service Provider.

- 11.2、任何一方需要变更协议相关条款,应以书面形式向其他向其他向对方提出,经所有签署方协商一致并以书面形式确认后,变更内容方为有效。协议履行期间,如遇国家或民航有关政策法规调整,导致一方不能如约履行本协议,应免除相应责任。

If either party needs to alter any articles herein, it shall present a proposal to the other parties in writing. An alteration shall only be valid upon consensus and written confirmation of all three parties. During performance of the agreement, if there's any adjustment of relevant national or civil aviation policies and regulations resulting in failure of one party to perform this agreement, the corresponding liability shall be waived.

- 11.4、服务购买方延迟履行其付款义务,严重影响协议履行,服务提供方认为协议已无继续履行必要的,可终止此协议。

This agreement may be terminated in the event that the Service Purchaser delays performance of its payment obligations, which seriously influence execution of the agreement, and the Service Provider, at its discretion, believes that there's no need to continue performance of the agreement.

## 第十二条 保密条款

### Article XII. Confidentiality

- 12.1、合作期间,除中国及香港有关法律、法规或上市规则的要求外,所有签署方应严守对方的一切相关秘密,包括商业、技术、公司政策、运价、客户名录、发货情况等,任何一方违反上述条款并给对方造成不良影响的,违反方必须承担相关法律责任,并赔偿由此给对方带来的一切损失。

During cooperation, unless as required by relevant PRC and Hong Kong laws and regulations or the Listing Rules, all three parties shall keep all relevant secrets of the other parties, including but not limited to business, technologies, company policies, freight charges, customer list and delivery conditions. Either party breaching the above provision and causing an adverse effect to the innocent party must undertake pertaining legal responsibilities and compensate the innocent party for all losses incurred therefrom.

- 12.2、本协议终止后,在一年时间内,该保密条款对所有签署方仍然有效。

Upon termination of this agreement, this Confidentiality Clause shall survive and be binding on all three parties for one year.

## 第十三条 相关说明

### Article XIII Relevant Explanations

- 13.1、除服务提供方和服务购买方另有约定外,协议各方之间任何与本协议相关的信



函及费用结算，均使用并只能使用本协议中各方指定的地址和开户银行帐号。

Unless otherwise agreed by the Service Provider and the Service Purchaser, all letters and expense settlements among all parties shall use and only use addresses and opening bank accounts designated by herein.

13. 2、 本协议中任何一方的名称、法定地址、开户银行、账号如有变更，变更一方应至少提前十五天以书面文件通知其他签署方，该书面通知经加盖公章并经本方法人代表或法人代表书面授权人员签字确认方有效。

In case of any changes of any party's name, legal address, opening bank and account number, the party of change shall inform the other parties of such changes in writing at least fifteen days in advance. Such written documents are not valid unless displaying official seal and signature of the legal representative of the party of change or the person authorized by such legal representative in writing.

13. 3、 本协议须经签署方法人代表/董事签印对方给予承认，对法人代表以外人员签印，须有法人代表书面文件授权，否则本协议无效。

This agreement only recognizes signature and seal of the legal representative or director of either party. The agreement signed by personnel other than the legal representative or director is invalid unless there is a written authorization of such legal representative or director.

13. 4、 各方业务人员须有本协议的本方签署人书面授权方可参与具体业务，进行提货、发货、收货、委托、查询等业务操作，否则其他签署方应给予拒绝。

Only with a written authorization of the signatory of the party can business personnel of such party participate in specific business such as taking delivery, delivering and receiving goods, entrusting and inquiring, otherwise the other parties shall give a refusal.

#### 第十四条 协议期限及其它

#### Article XIV. Agreement Term and Miscellaneous

14. 1、 本协议有效期自 2025 年 1 月 1 日至 2027 年 12 月 31 日止。

This agreement shall be for a term commencing from 1 January 2025 to 31 December 2027.

14. 2、 本协议壹式肆份，甲、乙双方各执贰份。

This agreement is made in four copies and Party A and Party B shall each hold two copies.

14. 3、 各个签署方在协议有效期内就本协议达成的其它任何有关书面文件或其它书面有关修订条款经各方授权代表签字或者盖章生效后视为本协议的附件，与本协议具有同等效力。

During the term of validity, all other written documents reached by both parties on this agreement or other written amendment of agreement articles shall be deemed as



attachments to this agreement after being signed or sealed by all parties and shall have the same effect as this agreement.

14. 4、 未尽事宜及产生的争议由服务提供方和服务购买方协商处理，协商不成，在服务提供方所在地法院提起诉讼。本协议的履行及争议的解决均适用服务提供方所在地法律法规。

Issues unsettled and disputes arisen shall be solved by the Service Provider and Service Purchaser through negotiation. If negotiation fails, a lawsuit may be filed to the local court where the Service Provider is located. Implementation of this agreement and settlement of disputes shall be governed by laws and regulations of the place where the Service Provider is located.

14. 5、 本协议适用中华人民共和国法律。

This agreement shall be governed by laws of the People's Republic of China.

14. 6、 本协议未约定的其它事宜按照根据《华沙公约》及中国民航有关法规、服务提供方的有关规定执行办理。

Matters unengaged herein shall be executed in accordance with *Warsaw Convention* and related civil aviation regulations of China and provisions of the Service Provider.

14. 7、 本协议以英文和中文书写。但当中英文语言解释发生冲突时，以中文文本为准。

In the event that there is any conflict between the English and Chinese translations of this contract, the Chinese version shall prevail.

14. 8、 乙方之股份现于联交所主板上市；各方兹同意，即使本协议的条款另有规定，甲、乙双方于本协议下的交易及/或其应履行的责任及义务乃受限于其已遵守其根据联交所证券上市规则及/或其他相关适用法律下的相关适用规定。

The shares of Party B are listed on the Main Board of the Stock Exchange. The parties hereby agree that, notwithstanding the terms and conditions as specified in this agreement, the transactions contemplated under this agreement and/or the obligations and performance of Party A and Party B is subject to their compliance of the Listing Rules and/or the requirements under other applicable laws.

14. 9、 甲方同意并承诺，容许乙方的核数师查核其有关本协议项下的账目记录，以便该核数师按联交所证券上市规则就本协议项下交易作出报告。

Party A hereby agrees and undertake that it shall allow the auditors of Party B access to their records for the purpose of reporting on the transactions contemplated under this agreement under the Listing Rules.

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本页为签署页(signature page)

甲方：圆通速递股份有限公司

Party A: YTO EXPRESS GROUP CO., LTD

授权代表:

Authorized representative:



日期:

Date: 31<sup>st</sup> October 2024

乙方：圆通国际快递供应链科技有限公司

Party B: YTO INTERNATIONAL EXPRESS AND SUPPLY CHAIN TECHNOLOGY LIMITED

授权代表:

Authorized representative:



日期:

Date: 31<sup>st</sup> October 2024