

SUBCONTRACTOR AGREEMENT  
分包商协议

This Subcontractor Agreement ("Agreement") is made and effective on this July 15th, 2024 (the "Effective Date") by and between Waters Technologies (Shanghai) Limited, with address at Unit 01 of F23, Tower B, Qiantan WTC-I, No. 5 Lane 255, Dongyu Road, Pudong District, Shanghai ("Waters") and Wealthocean Times Technology (Beijing) Co., LTD with address at Room 1305, building 5, triumph Town, 170 Beiyuan Road, Chaoyang District, Beijing ("Subcontractor").

本分包商协议（“协议”）由沃特世科技（上海）有限公司（“Waters”），地址位于上海浦东新区东育路255号前滩世贸中心一期B栋23楼01室，与中鑫海时代科技（北京）有限责任公司（“分包商”），地址位于北京市朝阳区北苑路170号院5号楼13层1305房间，于2024年07月15日签署并生效（“生效日”）。

**Subcontractor**

WHEREAS, Waters wishes to appoint the Subcontractor as its non-exclusive subcontractor to perform certain services related to Waters' products as specified under Appendix 1 ("Services"), and Subcontractor desires to accept such appointment by Waters.

鉴于，Waters 希望委任分包商作为 Waters 非独家的分包商，以便不时地委任分包商就附件 1 中载明的 Waters 产品提供某些服务（“服务”），且分包商愿意接受 Waters 的委托。

WHEREAS, in order to carry out above purpose, Waters and Subcontractor wish to enter into this Agreement upon the terms and conditions hereof.

鉴于，为实现上述目的，Waters 和分包商希望就如下条款和条件订立本协议。

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Waters and Subcontractor, intending to be legally bound, agree as follows:

因此，根据本协议下双方相互的承诺，Waters 和分包商，有意受法律约束，特此同意如下：

1. Engagement. Waters hereby authorizes Subcontractor to perform the Services in accordance with Appendix 1, attached hereto, and the terms of this Agreement. The Services will be performed by the employees of Subcontractor who have passed Waters training ("Service Personnel"). Subcontractor hereby accepts such authorization and shall perform, and shall cause Service Personnel to perform, such Services in a timely manner in accordance with the terms of this Agreement.

委托。Waters 特此授权分包商按照本协议附件 1 及本协议条款履行服务。服务将由通过 Waters 培训和考核的分包商的员工（“服务人员”）履行。分包商特此接受该授权，按照本协议的条款及时履行，并促使分包商的服务人员及时履行该服务。

The Services will be performed by Subcontractor at such place as is designated by Waters. Subcontractor shall observe, and ensure that Subcontractor Employees observe all health, safety and confidentiality rules and regulations and any other security requirements that apply.

服务将由分包商于 Waters 指定的地点进行。分包商应遵守，并确保服务人员遵守全部健康、安全和保密的规则和规定以及任何其他适用的安全要求。

2. Subcontractor Responsibilities.  
分包商义务

The Subcontractor agrees as follows:

分包商同意如下：

- A. To provide Services for all Products listed in Appendix 1 in accordance with the following terms  
根据以下规定，为附件 1 中列明的全部产品提供服务。

- 1) Waters' standard processes and specifications for such Services (including without limitation to Appendix 2);  
根据 Waters 为服务指定的标准流程和规格（包括但不限于附件 2）；
  - 2) the highest level of care, skill and diligence in accordance with best practice appropriate to such Services;  
根据提供服务适用的最佳做法、最高水平的谨慎、技能和勤勉；
  - 3) any reasonable directions given by Waters which are not inconsistent with the terms of this Agreement; and  
Waters 发出的与本协议条款不冲突的任何合理指示；以及
  - 4) all Applicable Laws.  
所有适用法律。
- B. at its own cost, obtain, and at all times maintain, all necessary competence qualification (including but not limited to installation license), licenses, material, skills, equipment and facility required for the performance of the Services in accordance with this Agreement;  
自负费用获得并始终保持根据本协议履行服务所需的所有必要的资质（包括但不限于安装）、许可、材料、技术和设备设施；
- C. at its own cost, ensure that it employs adequate number of Service Personnel and ensure that its Service Personnel will attend and successfully complete such training as Waters may require from time to time, if requested by Waters;  
自负费用雇佣充足的服务人员，并确保他们参加并顺利完成 Waters 不时要求的培训，如果 Waters 要求的；
- D. keep accurate and complete written records of all Services performed under this Agreement, and timely report to Waters and provide such records to Waters.  
对根据本协议所提供的服务进行准确和完整的书面记录，并及时向 Waters 汇报和提供该等记录。
- E. To the extent that Subcontractor is requested to perform services on Waters Products in connection with the Services, Subcontractor shall only use Waters software and Waters Quality Parts™ for the service of Waters Products. If applicable, Subcontractor shall purchase such Waters Quality Parts™ from Waters and the applicable Waters standard terms and conditions as provided with the parts shall apply. Subcontractor shall not sell, re-sell, or in any way provide to any person Waters software license or the Waters Quality Parts™ without the prior written consent of Waters.  
在分包商为 Waters 产品提供服务的范围内，分包商应仅使用 Waters 软件和 Waters 高品质原厂零配件™为 Waters 产品提供服务。如适用，分包商向 Waters 采购 Waters 高品质原厂零配件™时，将适用相应 Waters 零配件的标准的条款及条件。未经 Waters 事先书面同意，分包商不得擅自销售、转售、或以任何方式向任何方提供 Waters 软件许可或 Waters 高品质原厂零配件™。
- F. Subcontractor shall at all times be responsible for the actions and omissions of its Service Personnel and shall cause each of its personnel to comply with the terms of this Agreement. Subcontractor shall promptly (but in no event longer than three (3) business days from Waters notification) replace any individual Service Personnel that is deemed by Waters to not be demonstrating acceptable performance. The replacement individual Service Personnel shall have, at a minimum, the necessary skills and qualifications to assume the duties and responsibilities of the position without impact to the assigned tasks, and shall be reasonably satisfactory to Waters. Furthermore, Waters may, if it elects to do so, interview any proposed replacement individual Service Personnel prior to selection. Subcontractor shall bear the sole responsibility of any cost associated with arranging the replacement individual Service Personnel and bringing such individual Service Personnel current on the scope of Services to be performed under the applicable Appendix 1.

分包商应时刻对其服务人员的行为和不为负责，且应保证其每一服务人员均遵守本协议条款。如 Waters 认为分包商服务人员表现不可接受，分包商应及时（任何时候均不得晚于 Waters 通知后的三（3）个营业日）替换该服务人员。替换的服务人员的人选应至少拥有必要的技能和资质来承担职位所需的义务和责任，不得对分派的任务产生影响，且应合理地满足 Waters 的要求。此外，Waters 可以，如其选择，于分包商选定替换的服务人员前，对该人选进行面试。分包商应承担与安排替换的服务人员及使替换的服务人员跟进附件 1 下最新亟待履行的服务范围相关的任何成本。

- G. To ensure that no Service Personnel shall be entitled to participate in Waters' or customers' employee benefits program, including but not limited to employee insurance or retirement programs. Neither Waters nor customers shall carry worker's compensation insurance or any health or accident insurance to cover Subcontractor's Service Personnel, representatives or agents, if any. Neither Waters nor customers shall pay contributions on behalf of Subcontractor's Service Personnel, representatives or agents to social security, unemployment insurance, withholding taxes, nor provide any other contributions, severance payments or benefits, that might be expected in an employer-employee relationship. Subcontractor shall be solely responsible for and maintain the employment relationship with Service Personnel during the term of this Agreement and shall provide Waters the copy of labor contract signed by Service Personnel and/or other relevant certificates or materials as requested by Waters. Subcontractor shall be solely responsible and liable for and solve any disputes, occupational diseases or industrial incidents with Service Personnel without affecting Waters or customer or Services to be completed.

确保分包商服务人员无权参与 Waters 或客户的员工福利计划，包括但不限于员工险或退休计划。Waters 和客户无需承担涵盖分包商服务人员、代表或代理（如有）的员工责任保险或者任何健康或者意外保险。Waters 和客户也无需为分包商服务人员、代表或代理缴纳社会保险、失业保险、预提税或其他基于雇主——雇员关系预期需缴纳的任何费用、遣散费或福利。本协议有效期内，分包商应独自负责维持其与分包商服务人员的劳动关系，且应向 Waters 提供其与分包商服务人员签署的劳动合同和/或其他 Waters 需要的相关证明或材料。分包商独自对其与分包商服务人员之间的争议、职业病或生产事故负责并承担全部责任，且不应影响 Waters 或客户或待完成的服务。

- H. To participate in Waters' and/or customers' inspection and acceptance procedure of Services. All Services and any deliverables delivered hereunder shall be subject to Waters' and/or customers' inspection, satisfaction and approval. If any Services or deliverables that, in Waters' reasonable opinion, (i) do not conform to the requirements set forth in the applicable Appendix 1, (ii) are not performed in a workmanlike manner, or (iii) violate any of the terms or conditions of this Agreement, or Waters receives customer complaints about Subcontractor's Services, Waters may, require Subcontractor to correct such non-conforming Services or deliverables by giving Subcontractor written notice specifying the nature of the nonconforming Services or deliverables. Subcontractor shall correct, replace, or improve such nonconforming Services, or deliverables at their expense to Waters' and/or customers' reasonable satisfaction and approval within fifteen (15) days (or such other period of time as mutually agreed upon in writing between the Parties or otherwise designated by customers) after Subcontractor's receipt of notice thereof. In the event that Subcontractor fails or is unable to correct such nonconforming Services or deliverables within the applicable time period, Waters may immediately terminate the Agreement or Appendix 1 without any liability upon a written notice to Subcontractor except that Subcontractor shall resolve customer complaints, claims or disputes arising therefrom on its own and independently assume all risks and responsibilities to protect Waters from any losses.

参与 Waters 和/或客户的检查及验收服务的过程。本协议下全部服务和交付成果应接受 Waters 和/或客户的检查、令 Waters 和/或客户满意并经 Waters 和/或客户批准。如 Waters 有合理理由认为，任何服务或交付成果：（1）不符合附件 1 载明应适用的任何要求；（2）未按照技术熟练的标准履行，或（3）违反本协议下任何条款和条件，或 Waters 收到客户对分包商服务有关的投诉，Waters 可通过给分包商发送书面通知，详述不合格的服务或交付成果的类型，要求分

包商立即纠正。分包商应自行承担相应费用，自收到前述通知之日起十五（15）日（或经双方事先书面同意或客户另行指定的其他期间）内，纠正、替换或改进不合格服务或交付成果至 Waters 和/或客户合理满意及批准。如分包商未能或不能于适用期间内纠正不合格服务或交付成果，除分包商应自行解决因此发生的客户投诉、索赔或纠纷，并独立承担所有的风险和 责任，保护 Waters 免受任何损失外，Waters 可向分包商发送书面通知立即终止本协议或附件 1，而无 需承担任何责任。

- I. Without the prior written consent of Waters, Subcontractor shall not engage in any installation, maintenance, repair, training and so on ("Unauthorized Services") of Waters Products (including, but not limited to Products defined under this Agreement), or any other service in relation to Waters Products except as permitted under Appendix 1. And if any customer requests Subcontractor for Unauthorized Services, Subcontractor shall immediately forward such request to Waters. Subcontractor shall not use Waters' trade name or trademarks, and Subcontractor, its affiliates or subsidiaries, or any Subcontractor's employees shall not represent to any other third party that it is an authorized service provider of Waters or other similar qualification.

未经 Waters 事先书面同意，分包商不得对 Waters 产品（包括但不限于本协议项下的产品）从事本协议附件 1 中约定的服务以外与 Waters 产品相关的其他任何其他服务（“非授权服务”），如果任何客户向分包商提出非授权服务需求，分包商应立即将该需求转交给 Waters 处理。分包商不得使用 Waters 的商号或者商标，分包商及其关联公司或附属机构或任何分包商员工不得向其他任何第三方声称其为 Waters 授权的服务提供商或其他类似资格。

3. Fee and Expenses. In full consideration of the completion of work or Services under this Agreement, Waters or its appointed agent, shall pay Subcontractor a fee, in accordance with the payment schedule specified in Appendix 1. Except as set forth below, such fee is final and complete and shall include all expenses, charges, VAT and taxes related to the work or Services performed, and Waters shall not be obligated to pay any additional amount. Subcontractor shall submit a statement of Services to Waters at the end of each month (or such other period as may be agreed to by the parties in writing) setting forth the tasks performed, the person(s) for whom such tasks were performed, and specifying the fees due with respect thereto. In addition and as appropriate Subcontractor shall be required to promptly submit supporting documents if so requested by Waters.

费用和成本。作为完成本协议下工作或服务的全部对价，Waters 或其指定的代理，应按照附件 1 载明的付款计划，向分包商支付费用。除本协议下另有规定外，该费用为最终及全部的费用，包含全部的成本、收费以及其他与履行的工作或相关的税款（增值税除外），且 Waters 无义务支付其他任何额外款项。分包商应于每月月底（或经双方书面同意的其他时间）向 Waters 提供结算表，列明业已完成的任务、任务的服务对象（们）、并列明应付的费用及明细。另外，如 Waters 要求，分包商应酌情及时向 Waters 提交支持文件。

4. Waters Equipment. All Waters' equipment, instrument, software, consumables and other tangible property, including supplies, materials, machinery, equipment, drawings, documentation, data and other items, furnished by Waters ("Waters Equipment"), either directly or indirectly, to Subcontractor or Subcontractor's Service Personnel in connection with Services or related to this Agreement, are and will at all times remain the exclusive property of Waters and be held and used by Subcontractor for the performance of this Agreement. Only Waters has any right, title or interest in and to the aforesaid Waters equipment and Subcontractor shall not use them for any other purpose.

Waters 设备。Waters 直接或间接提供给分包商或分包商服务人员、与服务或本协议相关的全部设备、仪器、软件、耗材及其他有形财产，包括物料、材料、机械、设备、图纸、文件、数据以及其他项目（“Waters 设备”），为且将一直为 Waters 独占财产，仅为履行本协议之目的为分包商持有并使用。仅 Waters 对前述 Waters 设备有权利、所有权或利益，分包商不得因其他任何目的使用 Waters 设备。

5. No Conflict. During the term of this Agreement and for twelve months following its expiry or termination, neither Subcontractor nor Subcontractor's Service Personnel shall (1) directly or indirectly, disregard whether in their own name, provide or promise in writing to provide services identical or similar to Services provided under this Agreement to end users of Waters Products, (2) lend, lease or otherwise make available or visible to any third party certifications issued by Waters to Subcontractors or Subcontractor's Service Personnel except for purpose of performing this Agreement, (3) directly or indirectly accept an engagement from a Waters competitor or other third party to provide services that are identical or similar to the services under this Agreement to Waters competitor-branded products. Any activities Subcontractor, or Subcontractor's Service Personnel, undertake with third parties shall not conflict with work performed for Waters. Subcontractor represents that all information provided by it and its Subcontractor's Service Personnel is true to the best of Subcontractor's knowledge and that Subcontractor and Subcontractor's Service Personnel are not restricted by any other agreement from providing Services hereunder. Subcontractor shall ensure that all of its Service Personnel and Affiliates are subject to the obligations of this clause 5 and, shall procure that any of them enters into an agreement with Waters on terms equivalent to those contained in this clause.

不冲突。在本协议有效期内以及本协议到期或终止后十二个月内，分包商及分包商服务人员均不得：（1）不论是否以分包商及分包商服务人员自己的名义，直接或间接向 Waters 产品用户实际提供或书面承诺承揽或提供与本协议项下的服务相同或类似的服务；（2）除为履行本协议之目的外，将 Waters 颁发给分包商或分包商服务人员的认证证书出借、出租或以其他方式提供、展示给任何第三方；（3）直接或间接接受 Waters 竞争企业或其他第三方的委托，针对 Waters 竞争品牌产品提供与本协议项下的服务相同或类似的服务。分包商或分包商服务人员与第三方的任何行为，不得与为 Waters 执行的工作产生冲突。分包商保证，分包商及分包商服务人员提供的信息，据其所知，均为真实的，且分包商及分包商服务人员提供本协议下服务未受其他任何协议限制。分包商应确保其所有服务人员和关联公司都受制于本第 5 条的约束，分包商应与任何服务人员签署包含与本第 5 条相同约定的书面协议。

6. Confidentiality and Data Privacy.

保密和数据合规。

- A. Subcontractor agrees that any information received by Subcontractor and Subcontractor's Service Personnel in connection with this Agreement, including without limitation service and support documentation, service techniques, service manuals, training materials, product use, product software, systems and programs, data, operational techniques and methodology, ideas, concepts and documents, among other things (collectively, "Confidential Information") shall be treated as confidential. All Confidential Information, unless specifically declared otherwise, shall be deemed to be proprietary and Subcontractor agrees to protect any and all such Confidential Information using the same degree of care as it would in protecting its own information of a similar nature, but no less than reasonable care, and not to disclose any such Confidential Information to any Subcontractor's Service Personnel, consultants, affiliates, subsidiaries, representatives, contractors or third parties or use such Confidential Information for any purposes except as expressly permitted hereunder. Any materials distributed to Subcontractor and all technical support, presentations, recommendations and advice provided to Subcontractor either orally, in writing or by electronic means, concerning are confidential and proprietary and are subject to the nondisclosure provisions of this Agreement.

分包商同意，分包商及分包商服务人员接收的任何与本协议相关的全部信息，包括但不限于服务和支持文件、服务技巧、服务手册、培训资料、产品使用、产品软件、系统和程序、数据、操作技巧以及方法、观点、观念以及除前述以外的文件（合并称为“保密信息”），应视为机密。全部保密信息，除另有特别声明，应视为 Waters 的专有信息，且分包商应当以保护自身的保密信息同等的注意程度，但不低于合理的注意程度，来保护保密信息，且不得将该保密信息披露给任何分包商服务人员、顾问、关联公司、代表、承包商或第三方或为本协议明确规定以外的目的使用保密信息。向分包商分发的全部材料及提供的全部技术支持、演示、推荐和建议，无论是口头、书面还是通过电子手段提供的，均是保密的及专有的，均受保密条款的约束。

B. Subcontractor will comply at all times with its obligations under all applicable Data Protection and Privacy Laws. The Subcontractor will at all times comply with all applicable data protection and privacy laws. The Subcontractor will ensure that the persons it authorizes to process the personal data comply with a duty of confidentiality or an applicable statutory obligation of confidentiality. The Subcontractor will take all security measures required by data protection and privacy laws, including the implementation of appropriate technical and administrative security measures to ensure a level of security appropriate to the risks, taking into account the state of the art, the cost of implementing the security measures and the nature, scope, context and purpose of the data processing, as well as risks involving the likelihood and severity of the rights and freedoms of natural persons. Such security measures include: (a) anonymization and encryption of personal data; (b) ensuring the ongoing confidentiality, integrity, availability and restorability of data processing systems and services; (c) to be able to restore the availability and access of personal data in a timely manner in the event of a physical or technical incident; (d) regular testing, Evaluate the effectiveness of technical and administrative security measures to ensure the security of data processing, (e) conduct regular data security training for employees, (f) classify and manage personal data, and (g) develop and implement a data security incident response plan.

分包商将始终遵守所有适用的数据保护和隐私法。分包商将确保其授权处理个人数据的人员履行保密义务或者适用的法定保密义务。分包商将采取数据保护和隐私法要求的所有安全措施，包括实施适当的技术和管理安全措施以确保达到与风险相适应的安全级别，同时要考虑最新的技术水平、安全措施的实施成本和数据处理的性质、范围、背景和目的，以及涉及自然人权利和自由的可能性和严重性的风险。该等安全措施包括：（a）个人数据的匿名和加密；（b）确保数据处理系统和服务的持续保密性、完整性、可用性和还原性；（c）发生物理或技术事故时能够及时恢复个人数据的可用性和访问；（d）定期测试、评估技术和管理安全措施的有效性以确保数据处理的安全；（e）定期对员工进行数据安全培训；（f）对个人数据进行分类管理；（g）制定和实施数据安全事件响应计划。

The obligations of this Section 6 shall survive the termination of this Agreement. Subcontractor shall be liable for any breach this Section 6 of this Agreement by the Subcontractor's Service Personnel, consultants, affiliates, subsidiaries, representatives, or contractors.

本协议终止后，本协议第 6 条的义务仍持续有效。分包商应对分包商服务人员、顾问、关联公司、附属机构、代表或承包商任何违反本协议第 6 条的行为负责。

7. Safety Requirements and Independent Liability. Subcontractor shall take, and shall cause Subcontractor's Service Personnel to take, all necessary and reasonable precautions to prevent the occurrence of any injury to persons or property during the performance of Services hereunder, including those precautions that Waters personnel and/or customers direct or impose. Notwithstanding whether Subcontractor will charge service fees for Services performed for customers, Subcontractor shall independently and completely perform the Services to customers without transfer or subcontracting to any third parties, and shall assume all liabilities arising out of or in connection with such Services. Waters shall have no liability, and Subcontractor shall hold Waters harmless in respect to Subcontractor, Subcontractor's Service Personnel, customers, or any other third parties, for injuries, deaths, losses, property damage and other damages and claims which occur as a result of Subcontractor and/or Subcontractor's Service Personnel performing Services nonconforming with any provisions under this Agreement.

安全要求和独立责任。分包商应当且应当促使分包商服务人员采取全部必要且合理的预防措施，包括 Waters 人员和/或客户指示或要求的预防措施，以防止在履行本协议下服务的过程中发生任何人身伤害或财产损害。不论分包商是否就其向客户提供的服务向客户收取服务费，分包商均有义务独立且完整履行该服务，不得擅自向任何第三方转包或分包服务，并向客户独立承担服务产生的或与服务有关的全部责任。因分包商和/或分包商服务人员不符合本协议任何约定或不符合分包商与客户之间的约定或客户的其他要求，而导致在履行本协议下服务过程中分包商、分包商服务人员、客户或其他任何第三方遭受任何伤害、死亡、损失、财产损害以及其他损害，Waters 不应承担任何责任，分包商并应保护 Waters 免于因分包商和/或分包商服务人员履行本协议下服务遭受任何索赔。

8. Insurance Provision. Subcontractor shall maintain Commercial General Liability Insurance and Statutory Workers Compensation including Employer's Liability and Compensation Insurance while Services are being provided. Such insurance shall be sufficient to protect Waters and/or customers from any claims against, or damages caused to Subcontractor, Subcontractor's Service Personnel and/or Waters or customers which result from Subcontractor's and/or Subcontractor's Service Personnel' performance of Services hereunder. Subcontractor will maintain the following minimum insurance coverage's during the term of Services: 1). Statutory Workers Compensation including Employer's Liability. 2. Commercial General Liability.

保险条款。服务提供过程中，分包商应维持有效的商业综合责任险和包含雇主责任的法定的员工工伤保险，该保险应足以保护 Waters 和/或客户免于因分包商和/或分包商服务人员提供本协议下服务导致分包商、分包商服务人员和/或 Waters 或客户遭受的任何索赔或损害。

9. Ownership and IP.  
所有权及知识产权。

A. Waters shall retain exclusive ownership of any and all deliverables created by Subcontractor hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, knowhow, documentation or techniques developed under the Services or this Agreement (collectively with deliverables as "Works"). All Services shall be deemed as "works made for hire" by Subcontractor for Waters. To the extent any Services are not deemed a "work made for hire" by operation of law, Subcontractor hereby irrevocably assigns, transfers and conveys to Waters all of its right, title and interest in such deliverables, including, any intellectual property rights in such deliverables. Subcontractor shall provide to Waters all reasonable assistance, execute such documents, and take all such other actions that may be reasonably required to perfect the foregoing rights to the deliverables and Subcontractor acknowledges that the Service Fee specified in hereunder has already covered compensation for such assistance.

Waters 应保留分包商于本协议下创造的任何及全部交付成果的独占所有权，且拥有基于服务或本协议开发的任何观点、观念、概念、诀窍、文本或技巧（与交付成果合称“作品”）的全部知识产权、权利和利益。全部服务应视为分包商为 Waters 做出的“职务作品”或“委托作品”。如实践中按照任何适用法律，任何服务不得被视为“职务作品”或“委托作品”，分包商于此不可撤销地向 Waters 让渡、转让以及转移其在该交付成果中全部权利、权益和利益，包括分包商于交付成果上所有的知识产权。分包商应向 Waters 提供全部合理的帮助，签署相应文件，并为完善 Waters 于前述交付成果上的权利而采取其他任何合理的行为，且分包商认可本协议项下的服务费已包含其提供该等帮助的补偿。

B. Subcontractor may not use any of Waters' trade names or trademarks, nor may Subcontractor, its affiliates or subsidiaries or any Subcontractor's Service Personnel hold themselves out to any third party as an authorized Waters Subcontractor. The Subcontractor undertakes not to register or attempt to register any intellectual property rights in the Works.

分包商不得使用 Waters 的商号或者商标，分包商及其关联公司或附属机构或分包商服务人员不得向其他任何第三方声称其为 Waters 授权的服务提供商。分包商承诺不注册或试图注册作品中的任何知识产权。

10. Compliance with Laws and Audits. Subcontractor shall comply with all applicable laws and regulations in the performance of Services hereunder, including but not limited to, the laws and regulations governing export, anti-corruption, tax, the protection of personal information, etc. Waters and/or its authorized representatives may, upon both parties' prior communication and from time to time during regular business hours, inspect and audit Subcontractor's operations and copy applicable records pertaining to

Subcontractor's provision of Services hereunder. Subcontractor shall fully cooperate with such audits and provide the requested documents, data and information for purpose of audits.

遵守法律和审计。分包商履行本协议项下服务，应遵守全部适用法律和法规，包括但不限于出口、反腐败、税务、个人信息保护等相关法律法规。经双方事先沟通，Waters 和/或其授权代表可以于合理的营业时间内不时地检查及审计分包商的运营并复制分包商提供本协议项下服务相关的任何记录。分包商应尽全力配合该审计并提供审计所需的文件、数据和信息。

- A. For the purpose of complying with Trade Control Laws and Regulations, Subcontractor warrants, before the delivery of Services or the goods, to truthfully provide the information of end users and end uses of the goods in this Agreement to Waters in writing. Without written consent of Waters, Subcontractor shall not change the end users or end use of the goods. To ensure the accuracy of the information of end users and end use Subcontractor provides to Waters, after receiving the preliminary information provided by Subcontractor, Waters has the right to request Subcontractor to provide further information. In the event Subcontractor refuses to provide such necessary information, Waters has the right to suspend the performance of the Agreement. In the event Subcontractor fails to truthfully provide to Waters information of end users, destinations or end uses, Waters may have the right to terminate the Agreement unilaterally. In the event Subcontractor fails to truthfully provide information of end users in accordance with relevant clause in this clause, destinations or end uses to Waters, which causes detainment or forfeiture of the goods by relevant governments, the risk of loss of the goods shall be borne by Subcontractor, regardless of the incoterms used in the Agreement. Under these circumstances, Subcontractor shall not, for any reasons, refuse to perform, or delay in performing the obligations in this Agreement, or unilaterally terminate the Agreement. As of this Agreement comes into effect, if the controlling interests of Subcontractor has a significant change which resulting Subcontractor to be restricted by Trade Control Laws and Regulations, then the party shall immediately notify Waters. The "significant change" means the change of the controller, which directly or indirectly owns 50% or greater property or interests in property of Subcontractor. Subcontractor promises that it and its affiliates are not on any restricted list under Trade Control Laws and Regulations, nor are they military end users or engaged in business of military end use. During the performance of this Agreement, Subcontractor commits that it will not provide any controlled products, software or technology covered by the Agreement to any entity on the restricted lists under Trade Control Laws and Regulations.

基于遵守相关贸易管制法规合规义务之目的，分包商承诺其应在服务前和/或产品交付前，通过书面方式如实向 Waters 提供本协议项下相关产品的最终用户和最终用途信息。未经 Waters 书面同意，分包商不得擅自对该等产品的最终用户和最终用途进行变更。为确保分包商向 Waters 提供的最终用户和最终用途信息是准确无误的，Waters 有权在收到分包商提供的初步信息后，向分包商要求提供补充资料。分包商拒绝提供该等必要信息的，Waters 有权终止履行协议。如因分包商未根据本条如实向 Waters 提供本条所述相关最终用户、目的地和最终用途信息的，Waters 有权单方面解除协议。如分包商未如实向 Waters 提供本条所述相关最终用户、目的地和最终用途信息，而导致产品被相关政府扣留、没收的，无论本协议适用何种贸易术语，相关产品的灭失风险均由分包商承担。在此情况下，分包商不得以任何理由拒绝履行或拖延履行本协议项下的义务，或单方面要求解除协议。自本协议生效之日起，如果分包商发生重大的控制权变化，并且该等变化导致分包商受到贸易管制法规下的限制时，则分包商应立即通知 Waters。本条所称的“重大控制权变化”是指持有分包商直接或间接 50%以上财产或财产权益的控制人发生变化。分包商承诺其及其关联方不位于贸易管制法规下任何限制类清单上，不是军事最终用户，也未从事军事最终用途的业务。在本协议履行过程中，分包商承诺不得将本协议下所涉的受管制产品、软件或技术提供给任何贸易管制法规下限制类清单的实体。

- B. Subcontractor shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery, anti-corruption, and anti-money laundering including both those of the United States, the Territory, and any other jurisdiction in which Subcontractor may operate, including but not limited to: (1) the Foreign Corrupt Practices Act of 1977 of the USA, 91 Statutes at Large, Sections 1495 et. seq. which prohibits the making of corrupt payments to foreign officials, political parties or candidates or to persons who will offer or give



such payments to any of the foregoing in order to obtain business; (2) any anti-bribery or anti-corruption laws in the Territory; and (3) the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“USA PATRIOT Act”), and the United States Money Laundering Control Act of 1986 (i.e., 18 U.S.C. §§ 1956 and 1957), as amended (the “Anti-Money Laundering Laws”) (together the “Relevant Requirements”). Subcontractor shall comply with Waters’ Ethics, Anti-bribery and Anti-corruption Policies or any relevant industry h, in each case as Waters or the relevant industry body may update them from time to time (“Relevant Policies”) and certifies that: Subcontractor has been provided with a copy of Waters’ Code of Business Conduct and Ethics (<https://waters.policytech.com/dotNet/documents/?docid=1183&public=true>) and Global Anti-Bribery and Anti-Corruption Compliance Policy (<https://waters.policytech.com/dotNet/documents/?docid=1105&public=true>), has communicated the contents of the Waters’ policies to all persons acting on its behalf in connection with work for Waters, including agents and Subcontractors.

分包商应了解、理解并遵守与反贿赂、反腐败和反洗钱相关的所有适用法律、成文法、法规和规则，包括美国、区域及分包商可能经营的其他任何司法管辖区，包括但不限于：（1）美国 1977 年《反海外腐败法》，《法典》第 91 卷第 1495 章等，禁止为获得业务而贿赂外国官员、政党或候选人或向上述任何一方承诺或提供贿赂款项的人；（2）区域内的任何反贿赂或反腐败法律；和（3）经修订的 1970 年《美国货币与外汇交易报告法》，2001 年《使用适当之手段阻止或避免恐怖主义以团结并强化美国的法案》（“美国爱国者法”）和经修订的 1986 年《美国洗钱控制法》（即美国法典第 18 卷第 1956 和 1957 部分）、1992 年《Annunzio-Wylie 反洗钱法》、《1994 年反洗钱法》、《1998 年反洗钱和金融犯罪策略法》、《2004 年情报改革和反恐法案》、2017 年《打击洗钱、恐怖主义融资和造假法案》等（“反洗钱法”）（合称“相关合规要求”）。分包商应了解、理解和遵守 Waters 道德准则、反贿赂和反腐败政策或任何相关的行业规范，Waters 或相关行业机构可能对此不定期更新（“相关合规政策”），并且分包商保证其已获得一份《Waters 商业行为与道德准则》（该文件可以在下列链接下载 <https://waters.policytech.com/dotNet/documents/?docid=1183&public=true>）以及《Waters 反贿赂和反腐败合规政策》（该文件可以在下列链接下载 <https://waters.policytech.com/dotNet/documents/?docid=1105&public=true>），并将内容传达给所有分包商服务人员。

11. **Warranty.** Subcontractor represents and warrants to Waters that:

保证。分包商向 Waters 承诺并保证：

A. the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Subcontractor is bound. Each of the foregoing warranties of Subcontractor shall survive delivery and/or performance, inspection, acceptance of and payment for any Services, and will extend to Waters, its assignees and/or other transferees.

分包商提供本协议项下服务，不与其他任何其受约束的合同或法律限制冲突或禁止。服务交付和/或完成、检查、验收和付款以后，前述每一保证仍然继续延续，且视为分包商对 Waters、其受让方和/或其他受让人的保证。

B. during Term of this Agreement, Subcontractor shall not solicit or entice away, or attempt to solicit or entice away from Waters any customers, business partners, of Waters or its affiliates, or entice Waters’ existing or potential customers, business partners to terminate or reject any business with Waters.

在本协议期限内，分包商不得招募或引诱、或试图招募或引诱 Waters 的或其关联公司的任何现有或潜在客户、商业伙伴，或引诱 Waters 的现有或潜在客户、商业伙伴终止或拒绝与 Waters 进行业务交易。

12. **Indemnification.** Subcontractor shall indemnify and hold Waters, its affiliates and their respective directors, officers, agents and employees harmless from and against all claims, demands, direct losses, damages and

judgments, including court costs and attorneys' fees, arising out of or based upon (i) any gross negligence, reckless act of Subcontractor in the performance of its obligations under this Agreement; (ii) any material breach by Subcontractor of any representation, warranty, certification, covenant, obligation or other agreement set forth in this Agreement; and (iii) property loss, death or personal injury caused by fault of Subcontractor or its Service Personnel.

赔偿。分包商应当赔偿 Waters、其关联公司及其各自的董事、职员、代理和雇员，使其免于因为或基于以下情形遭受的索赔、求偿、直接损失、损害和判决，法院费用和律师费包括在内：（1）分包商履行本协议项下义务时的任何重大过失或鲁莽行为；（2）严重违反任何陈述、保证、认证、约定、义务或本协议载明的其他规定；及（3）因分包商或其服务人员的过错造成 Waters 和/或客户财产损失、死亡或人身伤害。

13. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUES, LOSS OR DAMAGE TO REPUTATION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM, OR CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, EVEN IF EITHER PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD THEREOF.

责任限制。在适用法律允许的范围内，任一方或其关联公司就产生于本协议或与本协议相关的任何间接的、特定的、附带的、惩罚性的或后果性的损害（包括但不限于利润损失、营业额损失、任何商誉的损失或损害）不承担任何责任，而不论该损害形式如何，也不论该损害的诉因是基于侵权还是合同产生的，即使该方或其关联公司已被告知该损害发生的可能性。

14. Term and Termination. The term of this Agreement shall begin on the Effective Date and shall continue till the ending date of Services as provided in Appendix 1 or the termination as outlined herein (Initial Term). 期间和终止。本协议自生效日生效，且持续有效至生效日起直至附件 1 所列的服务期限终止日或依照本协议约定被提前终止的日期的二者中较早的日期（“初始期限”）。

- A. Termination for Convenience. Waters may terminate the Agreement for convenience by providing at least thirty (30) days prior written notice to Subcontractor.

为方便而终止。Waters 为方便提前至少三十（30）日向分包商提供（终止）书面通知，可终止本协议。

- B. Termination for Cause. If Subcontractor modifies Products (including software or hardware) or uses non-Waters Quality Parts™, without prior written consent of Waters, Waters has the right to terminate this Agreement immediately by sending a notification (by email or other written method) to Subcontractor without any liability to Subcontractor. If a party commits a material breach of any provision of this Agreement, and if such breach is not cured within fifteen (15) days of receipt of written notice (including email notice) from the other party, then the other party may, in its sole discretion, immediately terminate the Agreements. In addition, this Agreement will be automatically terminated when the Distribution Agreement is terminated for any reason.

因故终止。如未经 Waters 事先书面同意，分包商擅自改动产品或使用非 Waters 高品质原厂零配件™，则 Waters 有权经通知分包商（以邮件或其他书面形式）立即终止本协议，而无需向分包商承担任何责任。如本协议任何一方实质违反本协议任何条款，且违约方未能于收到另一方书面通知（包括以通知方式通知）该违约之日起十五（15）日内纠正该违约，另一方（非违约方）有权自行决定并立即终止本协议。另外，如果经销协议因任何原因终止的，则本协议自动终止。

- C. Upon termination of this Agreement, Subcontractor shall promptly return to Waters all property and Confidential Information belonging to Waters or its customer.

本协议终止后，分包商应立即向 Waters 返还归属于 Waters 或其客户的全部财产和保密信息。

15. Miscellaneous. This Agreement represents the entire understanding of the parties, supersedes all previous agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof, and no other prior or contemporaneous writings will be considered part of this Agreement. Modifications of this Agreement must be made in writing, and signed by the party against whom enforcement is sought. The parties agree that the relationship created by this Agreement is an independent contractor relationship. This Agreement shall be construed under the laws of the People's Republic of China. Any dispute arising from or in connection with this Agreement, including any attachment, exhibits, shall be submitted to Shanghai branch of China International Economic and Trade Arbitration Commission for arbitration. The arbitration decision is final and shall be binding on the parties. The arbitration shall be carried out in Shanghai and according to the valid arbitration rules of Shanghai International Economic and Trade Arbitration Commission at the time of arbitration. If any of the provisions of this Agreement are found to unenforceable, void, or illegal, the surviving provisions shall remain valid and in effect. This Agreement is written in both Chinese and English, and the Chinese version shall prevail in case of any discrepancies between the Chinese version and the English version.

杂项。本协议为双方关于本协议项下事项达成的全部谅解并取代双方以前就该等事项口头或书面达成的全部约定和谅解。其他任何在先的或与本协议同时期的书面约定不得被视为本协议的一部分。任何对本协议的修改均应以书面形式做出，且应由被寻求执行的一方签署。双方同意，根据本协议双方之间建立的为独立的分包商关系。本协议适用中华人民共和国的法律并依其解释。因本协议，任何附件、附表包括在内，产生的或有关的任何争议，应提交中国国际经济贸易仲裁委员会上海分会进行仲裁。仲裁裁决是终局的，且对双方都具有约束力。仲裁应在上海进行，并根据仲裁其时上海国际经济贸易仲裁委员会有效的仲裁规则进行仲裁。如本协议任何条款被认定为不可执行的、无效的或非法的，其余条款仍然有效。本协议以中文和英文双语撰写，如中文版本和英文版本的约定有冲突的，以中文版本为准。

IN WITNESS WHEREOF, the parties have signed this Agreement under seal as of the day and year first above written.

有鉴于此，双方于文首载明日期签署本协议。

Waters Technologies (Shanghai) Limited (company stamp)

沃特世科技（上海）有限公司（公司公章）



Wealthocean Times Technology (Beijing) Co., LTD (company stamp)

中鑫海时代科技（北京）有限责任公司（公司公章）

