LIVESPOWER 利夫帕

**WUHU LIVESPOWER GLOBAL LTD**
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# INTEGRATOR BACK-OFFICE RETAINER AGREEMENT
# 集成商后台服务月费协议

| | |
|---|---|
| Agreement No.<br>协议编号 | LPR-[YYYY]-[NNN] |
| Date<br>日期 | [date] |
| Currency / payment route<br>币种 / 汇路 | USD · Agricultural Bank of China, Wuhu |

**SPECIMEN — standard terms published for review. The executed contract is issued with the pro-forma invoice. 样本 — 公开的标准条款，供审阅。正式合同随形式发票出具。**

Between WUHU LIVESPOWER GLOBAL LTD, Unified Social Credit Code 91340207MA2W8BK86K, Second Floor, No. 368 Xinshen Road, Shenxiang Town, Jiujiang District, Wuhu, Anhui 241000, People's Republic of China ("Provider"), and [Client legal name], [country], [address] ("Client"). This Agreement incorporates Clauses 3.3, 3.4, 4, 5, 6, 7, 8, 9, 11 and 12 of Provider's Technical Services Contract (the "General Terms"), which apply as if set out here; in case of conflict this Agreement prevails.
芜湖利夫帕国际贸易有限公司（统一社会信用代码 91340207MA2W8BK86K，中国安徽省芜湖市鸠江区沈巷镇新申路 368 号二楼，邮编 241000，以下称"服务方"）与 [委托方法定名称]（[国家]，[地址]，以下称"委托方"）。本协议并入服务方技术服务合同第 3.3、3.4、4、5、6、7、8、9、11、12 条（"通用条款"），视同在此载明；冲突时以本协议为准。

## 1. The Service · 1. 服务内容

1.1 Provider acts as Client's engineering back office in China for a fixed block of engineering hours each calendar month (the "Hours"), covering: requirement checks and engineered proposals; simulation; bills of materials and supplier screening; factory audits and inspections in China; witnessing factory acceptance tests on Client's behalf; review of export packing and shipping documents; and remote technical advice. Work is performed remotely or at suppliers' premises in China; no site attendance outside China is included.
1.1 服务方作为委托方在中国的工程后台，每个日历月提供固定数量的工程工时（"工时"），涵盖：需求核对与技术方案；仿真；物料清单与供应商筛查；在中国的验厂与检验；代表委托方见证出厂验收试验；出口包装与运输单证审核；远程技术咨询。工作以远程方式或在中国供应商处完成，不含中国境外的现场服务。

1.2 Tier, Hours, response time and fee are as selected in Schedule 1. Hours are recorded in 15-minute units on a monthly statement; travel time within China for audits counts as Hours, travel cost is re-invoiced at cost with receipts. Unused Hours roll over to the following month only and then lapse. Hours beyond the tier are invoiced at USD 60 per hour or, at Client's option, by moving to the next tier from the next month.
1.2 档位、工时、响应时间与费用以附件一选定为准。工时以 15 分钟为单位记入月度对账单；在中国境内验厂的差旅时间计入工时，差旅费用凭票按实结算。未用工时仅可结转至下一个月，之后失效。超出档位的工时按每小时 60 美元 计费，或由委托方选择自次月起升档。

## 2. Fees and payment · 2. 费用与付款

2.1 The monthly fee in Schedule 1 is payable in advance by the first working day of each month against Provider's invoice; the first month is payable on signature. Annual plans are payable in advance with a ten per cent (10 %) discount and are non-refundable except under Clause 4.2. Taxes and withholding: Clause 3.3 of the General Terms. Bank account: as stated on the pro-forma invoice.
2.1 附件一所列月费按月预付，于每月第一个工作日前凭服务方发票支付；首月于签署时支付。年付方案享九折并预付，除第 4.2 条外不予退还。税费与代扣：适用通用条款第 3.3 条。银行账户：以形式发票所载为准。

2.2 Deliverables produced within the Hours that are marked creditable on Provider's published services page (currently the engineered proposal, S1) are credited against Client's equipment orders as provided in Clause 3.5 of the General Terms, up to the Hours actually spent on them at USD 60 per hour.
2.2 在工时内完成、且在服务方公开服务页标注为可抵扣的交付物（目前为技术方案 S1），按通用条款第 3.5 条抵扣委托方的设备订单，抵扣额以实际投入工时按每小时 60 美元 计算为限。

## 3. Service levels · 3. 服务水平

3.1 Provider acknowledges requests within the response time of the selected tier on working days in the People's Republic of China (UTC+8) and states when the work will be delivered. Plus-tier work is scheduled ahead of other clients' work. Provider keeps a written log of requests, hours and deliverables, available to Client on request.
3.1 服务方在中华人民共和国工作日（UTC+8）内按所选档位的响应时间确认请求，并说明交付时间。Plus 档的工作优先于其他客户排期。服务方保存请求、工时与交付物的书面记录，委托方可随时索取。

3.2 Provider does not quote prices for equipment to Client's end customers, does not contact them, and does not accept work from them; Clause 6 of the General Terms (non-circumvention) applies for the term and twenty-four (24) months after.
3.2 服务方不向委托方的终端客户报设备价格、不联系其终端客户、不接受其终端客户的委托；通用条款第 6 条（不跳单）在本协议期内及其后二十四（24）个月内适用。

## 4. Term and termination · 4. 期限与终止

4.1 The Agreement starts on the date in Schedule 1 and continues month to month until either Party gives thirty (30) days' written notice. Annual plans run for twelve (12) months and renew unless notice is given thirty (30) days before expiry.
4.1 本协议自附件一所列日期起按月持续，任一方提前三十（30）日书面通知即可终止。年付方案为期十二（12）个月，届满前三十（30）日未通知的自动续期。

4.2 Either Party may terminate for material breach not cured within fifteen (15) days of notice. If Provider terminates an annual plan for convenience or is in uncured breach, unused months are refunded pro rata.
4.2 一方严重违约且在通知后十五（15）日内未纠正的，另一方可终止本协议。服务方无故终止年付方案或违约未纠正的，未使用月份按比例退款。

## 5. Miscellaneous · 5. 其他

5.1 Governing law, arbitration, language, notices, assignment and signature: Clauses 11 and 12 of the General Terms. 5.2 Provider may name Client as a client to prospective clients only with Client's written consent.
5.1 适用法律、仲裁、语言、通知、转让与签署：适用通用条款第 11、12 条。5.2 仅经委托方书面同意，服务方方可向潜在客户提及委托方为其客户。

| For the Provider<br>服务方 | For the Client<br>委托方 |
|---|---|
| WUHU LIVESPOWER GLOBAL LTD<br>芜湖利夫帕国际贸易有限公司<br><br>Name / Title:<br>姓名 / 职务：_____<br>Date:<br>日期：_____<br>Signature and company seal:<br>签字并盖章： | [Counterparty legal name<br>对方法定名称]<br><br>Name / Title:<br>姓名 / 职务：_____<br>Date:<br>日期：_____<br>Signature and company seal:<br>签字并盖章： |

## Schedule 1 — Tier selection · 附件一 — 档位选择

| Tier<br>档位 | Scope<br>内容 | Hours / month<br>月工时 | Response<br>响应 | Fee / month<br>月费 USD |
|---|---|---|---|---|
| ☐ Lite | Second opinion on every quotation; requirement checks<br>每份报价的第二意见；需求核对 | 8 | 48 h | 600 |
| ☐ Standard | One live project at a time: proposals, BOM, supplier audit, FAT witness, documents<br>一次一个在建项目：方案、物料、验厂、FAT 见证、单证 | 24 | 24 h | 1,500 |
| ☐ Plus | Several projects, priority scheduling<br>多个项目，优先排期 | 56 | same day<br>当日 | 3,000 |

Start date: [date]. Payment: ☐ monthly ☐ annual (−10 %). Client contact for requests: [name, e-mail, messenger]. Provider contact: Fengor Hu, sales@livespower.com, WhatsApp +86 156 6553 8866, Telegram +86 183 5657 6525.
起始日期：[日期]。付款：☐ 按月 ☐ 按年（九折）。委托方请求联系人：[姓名、邮箱、即时通讯]。服务方联系人：Fengor Hu，sales@livespower.com，WhatsApp +86 156 6553 8866，Telegram +86 183 5657 6525。