

Affidavit of EHS management

EHS管理切结书

- 一、 The undersigned (Remark 1, hereinafter referred to as party b) hereby state that prior to entering into Chongqing SIMIC Semiconductor Limited, party b would first acknowledge and turn over documents as required by party a. After confirmation by party a's contracting department, EHS department and operation area jurisdiction, the operation can only be started. Party b shall strictly abide by all relevant provisions of this section and agree to be punished according to "EHS Default Clause ". If there is any administrative, civilian or criminal responsibility caused by party b's responsibilities, party b shall be responsible for it.
- 立切结书人（注1,以下简称乙方）到重庆万国半导体科技有限公司（以下简称甲方）进厂作业前，应先签认及提交下列规定文件至甲方发包部门；经甲方发包部门、EHS部门及作业区域管辖部门确认后，方可开始作业。乙方应严格遵守本切结书之所有相关规定，并作出安全履约承诺，同意“EHS违约条款”接受相应的违约金处罚。若有因乙方责任导致的一切行政、民、刑事责任，皆由乙方自行负责：
1. Agreement on Work Safety Management(Attachment 1, signature)
安全生产管理协议。（附件1,签认）
 2. Notification of workplace environment and hazard factors (Attachment 2, signature)
工作场所环境及危害因素通知书。（附件2,签认）
 3. EHS regulations (Attachment 3, signature)
EHS管理规章。（附件3,签认）
 4. EHS Default Clause (Attachment 4, signature)
EHS违约条款（附件4,签认）
 5. Copy of the contractor's business license (submitted before entering the factory).
承揽商营业执照复印件（入厂前提交）
 6. If working days is greater than or equal to 7 days, and less than 30 days, the health certificate of the company seal or project seal of party b shall be submitted (Attachment 5, submitted before entering the factory)
工作天数大于等于7天,小于30天者，须提交加盖乙方公司章或项目章的“健康证明”（附件5，入场前提交）
 7. If working days is greater than or equal to 30 days, the medical examination report should be submitted within half a year (considering the privacy issue, which can only be provided with the physical examination conclusion page) or the health certificate. Need public regular hospital, Contains general items (height, weight, blood pressure, eyesight, electrocardiogram, blood routine, urine routine, X-ray);The medical examination of a foreign hospital shall be translated into Chinese and stamped with the company seal or project seal of party b, and the hospital in Hong Kong, Taiwan shall be accepted (submitted before entering the factory).
进厂施工天数大于等于30天者,须提交近半年内体检报告（考虑隐私问题，可选择只提供体检结论页）或健康证：需公立正规医院，含一般入职体检项目（身高、体重、视力、心电图、血压、血常规、尿常规、胸透）；外国医院体检须将体检结论翻译成中文并加盖乙方公司章或项目章，台湾、香港、澳门的医院均

认可。(入厂前提交)

8. Copy of personnel roster and ID card (Attachment 6, submitted before entering the factory)

人员花名册及身份证复印件 (附件6, 入厂前提交)

9. Personnel injury insurance policy or collective accident insurance form (submitted before entering the factory)

人员工伤保险单或集体意外险单 (入场前提交)

10. Operation item questionnaire (Attachment 7, submitted before entering the factory)

作业项目调查表(附件7, 入场前提交)

11. Work permit application form (Attachment 8, The contractor shall fill out and sign the application form before the operation)

作业许可申请单。(附件8, 作业前承揽商填写并呈签)

12. Special equipment annual inspection report, special operation personnel valid certificate copy.(submitted before operation)

特种设备年检报告、特种作业人员有效证件复印件。(作业前提交)

二、 Party b's guarantee

乙方兹保证:

1. The undersigned shall abide the related rules in addition to being held responsible for relevant employer responsibility along with the responsibilities for statutory compensation and indemnification. The undersigned guarantees that the safety-precautionary measures such as safety rope, safety net, safety guard and fabrication support and education training work for workers assigned to the job site at party b have been completed. The health condition of those assigned to work at party b has met the requirements of both the government regulation and party a in-plant operation standards.

切实遵守, 并自行负责相关雇主责任及法定赔偿、补偿责任。乙方派遣至甲方作业之人员, 其安全卫生事项及劳、健保及意外险等悉由乙方自行完全负责, 乙方并保证派遣人员已确实做好安全防护设(措)施(如安全索、网、护栏、施工架等)及教育训练, 其健康状况符合法规及甲方所定进厂作业之标准。

2. With respect to matters concerning safety, health and environmental protection of those assigned to work at party a, including health checkup and educational training, party a may assign staff to check or require the party b to furnish related record, information and documents. However, party a's verification does not exempt party b from the responsibilities of the employer.

针对乙方办理派遣人员安全卫生环保事项(包括健康检查及教育训练), 甲方可派员查核或请求乙方提出有关纪录、数据及证明文件, 但甲方之查核并未免除乙方应尽之雇主责任及法定赔偿、补偿责任。

3. All necessary on-the-job training for in-plant operation such as maintenance of equipment, engineering fabrication, and special operation, proficiency of operation by the operating manual, understanding of the job-site environment, as well as hazardous factors and countermeasures for those assigned to work at party a have been completed. party b further guarantee that it shall observe strictly the required standing operating procedures in the in-plant operation, including the rules and standards set forth by party a and party b. Once requested by party a, party b shall assign senior personnel to party a to supervise the dispatched personnel on site.

派遣人员进厂作业前，已完成进厂作业（例如机台维护、工程施工、特殊作业）必要的一切在职训练，熟悉作业操作说明书之内容，并且确实了解工作场所环境及危害因素及其预防措施，将会遵循作业所需之标准作业程序（包括乙方及甲方相应规范、标准）作业，经甲方要求，乙方应指派资深人员至甲方现场督导派遣人员作业。

4. If party b's personnel are in dispute with party b or party a due to the performance of the contract or supply of party a, party b shall be solely responsible for the settlement. If party b or party a therefore any obligation, liability, costs, damages and expenses, and/or party a or party b's staff suffer from occupational hazards or accident, all administrative and people, criminal responsibility shall be fully borne by party b. Party a shall not have any obligation while party b shall be responsible for compensation to party a.

如乙方之人员因履行对甲方之承揽或供应事项而与乙方或甲方发生争执时，悉由乙方自行完全负责解决；若乙方或甲方因此发生任何义务、责任、成本、损害及费用，或甲方及/或乙方之人员遭受职业灾害或意外事故时，一切行政及民、刑事责任概由乙方完全自行承担，甲方并无任何义务责任，乙方并对甲方负一切赔偿责任。

5. If party b violates the relevant provisions, resulting in party a and/or fine or shutdown, all losses incurred by party a and party b during this period, and thus increase any obligation, liability, costs, damages and expenses, the party b shall be responsible for compensation.

若乙方违反相关规定，导致甲方及/或乙方遭受罚金或停工时，该期间内甲方和乙方所蒙受之全部损失，以及因此增加的任何义务、责任、成本、损害及费用，由乙方负责赔偿。

6. Removal of Waste and Garbage Generated by Party B's Operations: Party B shall remove and transport all waste and garbage out of the plant on a daily basis. Where hazardous waste disposal is involved, such waste shall be handed over to a qualified unit for disposal. If the quantity of hazardous waste is very small (e.g., only a few paint buckets) and the categories of hazardous waste fall within the scope of the hazardous waste disposal contract entered into by CQSIMIC, Party B may also entrust the EHS Department to arrange for lawful disposal by a qualified unit. The disposal cost shall be calculated based on the relevant fees under the hazardous waste disposal contract and deducted from the project payment. If Party B engages in any indiscriminate dumping and is caught by an inspection authority, resulting in reports, fines, or work stoppage penalties, all losses incurred by Party A and/or Party B during such period shall be borne or fully compensated by Party B alone, and Party A shall bear no liability. In addition to paying the amount of any fines imposed by the inspection authority, Party B may also be held liable for breach of contract by Party A in accordance with the EHS Default Clause.

乙方作业中所产生之废料及垃圾清除：每日由乙方自行清除及运离厂区，涉及危险废弃物处置的，应交给有资质的单位处置，如果危险废弃物的量非常少（例如只有几个油漆桶），且危废种类在重庆万国签订的危废处置合同范围内，也可委托EHS部门交有资质单位合法处置，处置费用按签订的危废处置合同的相关费用核算，从工程款中扣除。如有任意倾倒行为遭受检查机构查获而遭受告发、罚金或停工处罚时，期间甲方及/或乙方所蒙受之全部损失由乙方自行负担或完全赔偿，与甲方无关。乙方除须应缴交稽查单位所开立之罚单金额外，甲方亦可根据“EHS违约条款”追究其违约责任。

7. Party b shall regularly participate in the EHS weekly meetings organized by party a.

乙方应派遣人定期参加甲方组织的EHS周例会。

8. Party b shall enter into a sub-contract with regard to workers it does not directly hire prior to formal commencement of the operation and state the EHS responsibility of both parties.

乙方对其非直接雇用人员需于其作业部份开工前完成再承揽合约，并写明双方EHS责任。

9. During the period operating at party a site, party b will assign qualified safety and health staff to the job site for supervision, conducting circuit inspection and auto check. In case the inspection results show party b has violated any EHS regulations, party b shall order its workers to immediately retreat to a safe site and make improvement. The work will resume only after safety is ensured and environmental protection becomes no issue at all.

于甲方作业期间，乙方应派遣合格安全管理人员至现场进行EHS监督，实施巡视检查、自动检查等，检查结果如有违反EHS相关规定时，应立即使其劳工退至安全场所并进行改善，至无安全及环保顾虑为止，方可继续施工。

10. Other matters not covered herein shall be dealt with in accordance with party b's contract with party a.

其它未尽事宜，依乙方与甲方之合约办理。

TO Chongqing SIMIC Semiconductor Limited

此致

重庆万国半导体科技有限公司

Party b's name:

乙方名称(单位):

Signature of the head of the company:

公司负责人签名（章）:

Signature of the person in charge:

现场负责人签名:

TEL:

联络电话:

Labor Safety and Health:

安全负责人签名:

TEL:

联络电话:

Address (Company)

公司地址:

Confirmed on:

签订日期: 年 月 日

Remark 1 : This affidavit only applicable to contractors who need to enter the factory (It can be divided into factory work, production equipment operation, dangerous chemicals and other dangerous materials in and out of operation and office work), whether it is a natural person or any organization or organization.

注 1: 本切结书仅适用于需进厂施工作业之承揽商(可分为厂务工程作业、生产设备作业、危险化学品等危险物料进出作业及办公室作业), 且不论其为自然人或任何组织、机构。

Attachment 1**Agreement on Work Safety Management**

This Work Safety Management Agreement is entered into by and between the following parties on _____, _____, _____.(Date of Signing)

Party A: Chongqing SIMIC Semiconductor Limited

Party B: _____

Whereas, in order to ensure safety and implement the principle of "whoever is in charge shall be held responsible," and in accordance with the Work Safety Law of the People's Republic of China, the Fire Protection Law of the People's Republic of China, the Law of the People's Republic of China on Penalties for Administration of Public Security, and other relevant laws and regulations, the Parties hereby execute this Work Safety Management Agreement (hereinafter referred to as the "Safety Agreement" or "this Agreement").

Article 1 Definitions

- 1.1 "Party B's Related Entities" shall mean Party B's collaborating contractors, subcontractors, visitors, and the like.
- 1.2 "Party B's Personnel" shall mean Party B's own employees, personnel of its collaborating contractors, personnel of its subcontractors, visitors, and the like.
- 1.3 "Project Leader" shall mean the primary person responsible for Party B's work safety, fire safety, traffic safety, environmental safety, public security safety, and other safety-related work.
- 1.4 "Safety Responsible Person" shall mean the primary executive person responsible for carrying out Party B's work safety, fire safety, traffic safety, environmental safety, public security safety, and other safety-related work.

Article 2 Management Objectives

To comply with national and local laws, regulations, policies, industry standards, and requirements concerning work safety, fire safety, traffic safety, environmental safety, public security safety, etc., as well as Party A's safety management systems and requirements, so as to achieve the safety objectives of no serious injuries, no fatalities, no major safety liability accidents, no incidents with significant social impact, no accidents involving major property loss, and no major confidentiality breach incidents.

Article 3 Rights and Obligations of Party A

- 3.1 Party A shall provide Party B with information on underground pipelines such as water supply, drainage, power supply, gas supply, heating, telecommunications, and broadcasting and television within the construction work site and adjacent areas, meteorological and hydrological observation data, data on adjacent buildings and structures, underground works, and other relevant information concerning the work site, and shall also inform Party B of any accident risk information that may exist at the work site.
- 3.2 Party A shall conduct safety education and on-site safety technical disclosure for Party B, and shall put forward safety requirements to Party B in conjunction with Party A's relevant management systems. Party B

shall comply with such safety requirements. The safety requirements put forward shall conform to national and local laws, regulations, policies, industry standards, etc.

- 3.3 Party A shall not explicitly or implicitly induce Party B to purchase, lease, or use safety protective equipment, machinery, construction tools and accessories, fire-fighting facilities and equipment that do not meet the requirements for safe construction operations.
- 3.4 Party A has the right to review the qualifications of Party B and Party B's Related Entities. If any entity does not possess the required qualifications or if its qualifications are inconsistent with the scope of work, Party A has the right to refuse to process its entry procedures into the plant. However, Party A's review shall not relieve or mitigate Party B's liabilities arising from qualification issues.
- 3.5 Party A has the right to supervise Party B's compliance with all applicable national and local safety laws, regulations, policies, industry standards, etc., and to supervise Party B's implementation of Party A's and Party B's respective on-site safety management systems for various operations. Party A has the right to inspect all safety management activities of Party B and Party B's Related Entities, and to stop any illegal operations conducted by Party B and Party B's Related Entities. Party A may instruct Party B to educate and discipline any violator among Party B's personnel. If Party A deems the violation to have a particularly adverse impact, Party A may prohibit such violator from entering the plant and place them on a blacklist. In the event of any breach by Party B or Party B's Related Entities, Party A may hold Party B liable for such breach in accordance with the relevant provisions of this Agreement and its appendices.
- 3.6 Should Party B or Party B's Related Entities violate the terms of this Agreement, Party A has the right to require Party B to pay liquidated damages or take corresponding management measures in accordance with this Agreement and its appendices. With respect to any liquidated damages demanded by Party A, if Party B fails to submit a written appeal or pay such liquidated damages to Party A within three (3) days from the date of the written notice, Party B agrees that Party A may deduct the corresponding amount of liquidated damages from any amounts payable by Party A to Party B.
- 3.7 Party A has the right to amend and update the safety management system at any time. Party A shall promptly notify Party B of any amendments to the safety management system. Party B may raise any suggestions or concerns regarding the safety management system formulated by Party A to Party A.
- 3.8 If Party A's production or business activities may materially affect Party B's construction operations, Party A shall notify Party B in advance.
- 3.9 Party A shall review Party B's work safety conditions and capability levels, and shall inspect Party B's safety management system, the implementation of the full-staff work safety responsibility system, the provision of safety protection equipment, and safety education, training, and drills, among other matters.
- 3.10 For contracted construction operations, particularly those involving dangerous operations such as working at heights, hoisting, hot work, and confined space operations, Party A shall carry out unified approval and supervision management. Party A has the right to stop any construction activity of Party B that does not meet the conditions for safe operation, and any consequences arising therefrom shall be borne by Party B.
- 3.11 Party A shall designate management personnel to carry out unified coordination and management of Party B's work safety-related work, conduct regular safety inspections, and where safety issues are identified, shall

promptly urge rectification. In the event of an accident, Party A shall coordinate and command on-site emergency response in a unified manner, and Party B shall actively cooperate in the implementation of rescue and disposal operations.

Article 4 Safety Responsibilities and Obligations of Party B

The legal representative or Project Leader of Party B shall be the primary person responsible for Party B's work safety, fire safety, traffic safety, environmental safety, public security safety, and other safety-related work, and shall be fully responsible for the safety and environmental hygiene within Party B's construction work area and related responsible areas, and shall supervise Party B and Party B's Related Entities in complying with all of Party A's management requirements. Party B shall ensure that when Party B and Party B's Related Entities enter Party A's plant area to perform operations, they comply with Party A's safety rules and regulations and other relevant rules and regulations, and shall bear full responsibility for the acts of Party B and Party B's Related Entities. Party B's safety management responsibilities include but are not limited to:

4.1 Work Safety

4.1.1 Party B and Party B's Related Entities have the obligation to participate in all safety activities designated by Party A.

4.1.2 Party B and Party B's Related Entities shall properly carry out work safety efforts, establish a sound work safety management organization at the project site, assign sufficient work safety management personnel (for dangerous operations involving working at heights, hoisting, hot work, confined space operations, etc., dedicated safety officers shall be assigned to provide on-site monitoring), and designate on-site operation leaders. On-site operation leaders shall effectively control the pace of on-site operations to ensure compliance with safe operation requirements. The Project Leader and the Safety Responsible Person shall hold safety manager certificates to perform their duties. On-site leaders shall organize the identification of work safety risks, prepare preventive measures and contingency plans, and simultaneously organize on-site briefings for frontline operators to prevent work safety accidents and fire incidents.

4.1.3 Party B and Party B's Related Entities shall comply with all applicable national and local laws, regulations, policies, industry standards, and other provisions concerning work safety, and shall communicate such requirements to each construction worker and maintain records of education and training.

4.1.4 Party B shall provide Party B's personnel entering the construction work site with three-level work safety education, fire safety knowledge education, occupational health education, and education on all of Party A's safety regulations, so as to enhance the safety capabilities and self-protection awareness of Party B's personnel and urge them to comply with the relevant requirements of the work site. Party B's personnel who have not received the above training or education, or who have failed the assessment, shall not be permitted to enter the work site. In the event of any violation, Party A has the right to take action in accordance with the relevant requirements.

4.1.5 Party B shall ensure the operational safety of Party B's personnel during production operations. Party B shall identify hazard sources in construction operations and equipment installation and

commissioning, formulate daily construction work safety plans, conduct safety training for dangerous operations (involving working at heights, hoisting, hot work, confined space operations, etc.), ensure that operators master the necessary safety knowledge and operational skills for the relevant dangerous operations, and equip Party B's personnel with necessary and effective labor protection articles, safety protection measures, and emergency escape facilities, among others. At the same time, Party B shall deploy on-site safety monitoring personnel and emergency rescue resources, and in the event of an accident, shall actively organize rescue operations in accordance with the established contingency plan.

- 4.1.6 The safety construction plan shall include an on-site emergency response plan for accidents. Safety construction plans involving confined space operations and other high-risk operational activities shall be submitted to Party A for review and approval before implementation.
- 4.1.7 Party B's Safety Responsible Person shall conduct daily safety inspections of the construction and installation site to ensure that the level of safety protection measures for equipment, machinery, and the working environment meets the daily work safety requirements. If a major safety hazard exists, operations shall be immediately suspended, and Party A shall be promptly notified.
- 4.1.8 Party B and Party B's Related Entities shall accept and actively cooperate with Party A's periodic inspections of Party B's safety management procedures, and shall actively respond to and implement corrective actions for any rectification content and plans proposed by Party A. Party A has the right to stop any illegal operations by Party B's personnel; Party B shall educate and discipline Party B's personnel who endanger safety. Party B and Party B's Related Entities shall not use equipment that is explicitly eliminated by the state or that endangers work safety, and shall ensure that operating equipment is regularly maintained, serviced, and periodically tested to guarantee good safety performance. Party B warrants that special equipment with higher risks, containers for hazardous articles, and transport vehicles used by Party B and Party B's Related Entities are manufactured by specialized production units in accordance with relevant national regulations, and have passed inspection by monitoring institutions with professional qualifications that remain valid. Party B warrants that safety warning signs conforming to national or industry standards are placed at workplaces and on relevant facilities and equipment where there are greater risk factors.
- 4.1.9 Party B shall provide labor protection articles that conform to national or industry standards, supervise Party B's personnel in wearing and using them in accordance with usage rules, monitor the safety behavior of Party B's personnel, truthfully inform them of the risk factors existing at the workplace and in their positions, preventive measures, and emergency response measures, and comply with Party B's and Party A's work safety-related management systems. Party B shall implement all safety protection measures: ensuring that unknown substances are not brought to the site, that persons lacking competence are not permitted to operate, that equipment and tools without guaranteed safety performance are not used, that operations are not carried out in environments lacking safe conditions, that illegal or reckless operations are avoided, and that hazardous areas are not entered. For personnel involved in special operations and special equipment operations, Party B warrants that they

must undergo specialized safety operation training in accordance with relevant national regulations, obtain special operation qualification certificates that remain valid, and hold such certificates before commencing work.

4.1.10 Party B's Project Leader and Safety Responsible Person shall not leave Party A's premises during the construction period. If departure is truly necessary due to special circumstances, temporary substitutes whose position level, management capability, work experience, etc., are not lower than those of the Project Leader and Safety Responsible Person shall be appointed, and prior approval from Party A must be obtained.

4.1.11 Party B and Party B's Related Entities shall apply for temporary water and electricity use within Party A's site in accordance with Party A's requirements, and shall not make unauthorized connections to power lines or water pipes.

4.1.12 Party B and Party B's Related Entities shall comply with the current management requirements for special operations. Any construction involving dangerous operations (including but not limited to hot work, hoisting operations, confined space operations, working at heights, live-line work, work on off-line hazardous chemical pipelines, and operations involving major hazard installations) shall comply with relevant laws and regulations, apply for operation permits as required, clearly define on-site responsibilities, inform operators of risks in advance, set up warning signs, commence construction only after the operation permit has been approved and on-site conditions are confirmed to meet requirements, and arrange for supervisors to provide full-time monitoring.

4.1.13 Party B shall enter into safety agreements with Party B's subcontractors, and shall be responsible for reviewing the work safety qualifications of Party B's Related Entities and implementing safety management. Party B shall ensure that Party B's Related Entities with which Party B has contractual or cooperative relationships possess the corresponding qualifications required by the state. Party B shall submit the relevant necessary qualifications to Party A for record and shall be responsible for the legality, authenticity, and validity of the qualification materials provided; however, this act shall not relieve or mitigate Party B's liabilities arising from qualification issues of the Related Entities. Party B shall not subcontract all or part of the project to entities that do not have work safety conditions or corresponding qualifications. Party B shall urge Party B's Related Entities to comply with Party A's safety management rules and regulations.

4.1.14 Party B and Party B's Related Entities shall, in accordance with Party A's requirements, place the operation permit application form and the construction work safety notification board at the work site.

4.1.15 Party B and Party B's Related Entities shall actively cooperate with Party A's various inspections concerning safety, fire protection, environmental protection, etc., at Party B's project site, and shall proactively implement corrective actions based on the rectification opinions raised by Party A. If Party B and Party B's Related Entities refuse to implement corrective actions in accordance with Party A's opinions, Party A has the right to take action against Party B in accordance with the contract and its appendices.

4.1.16 If an accident occurs within the construction work area under the responsibility of Party B or Party B's

Related Entities that endangers the work safety of Party A or other construction teams or the overall project safety, Party A and the relevant construction teams shall be notified immediately to prepare for contingencies, and Party B shall immediately take measures to prevent the accident from escalating. All losses arising therefrom shall be borne by Party B.

4.1.17 Once a safety accident occurs at the work site, Party B and Party B's Related Entities shall immediately report, investigate, and handle it in accordance with legal and regulatory requirements. Party B and Party B's Related Entities shall fully cooperate with the government and Party A in the accident investigation and handling process.

4.1.18 Party B warrants that all of Party B's personnel entering the construction work site have either (i) signed labor contracts and paid social insurance in accordance with national laws and regulations, or (ii) if not covered by (i), have purchased commercial insurance with a coverage amount of no less than RMB 500,000, with the insurance premium borne by Party B. Party B's personnel who have not signed labor contracts, paid social insurance, or purchased commercial insurance as described above shall not be permitted to enter the work site. In the event of any violation, Party A has the right to take action in accordance with this Agreement and its appendices.

4.2 Fire Safety

4.2.1 Party B and Party B's Related Entities shall not use the fire-fighting facilities within the work area for other purposes, nor shall they alter them without authorization.

4.2.2 Party B and Party B's Related Entities shall conduct regular fire inspections, provide fire extinguisher training and fire safety knowledge education to Party B's personnel. Party B's projects (construction work sites, power supply areas, various warehouses, storage yards, temporary office facilities, etc.) shall be strictly managed, with fire prevention responsible persons designated for each work area, and hazards shall be promptly rectified and reported upon discovery. Party B and Party B's Related Entities shall equip sufficient fire-fighting equipment and establish a spot-check system to ensure that fire-fighting equipment remains in good working condition at all times.

4.2.3 Materials used by Party B and Party B's Related Entities during construction operations shall comply with relevant national safety and fire safety regulations. Hazardous articles of unknown nature shall not be brought into the construction work site.

4.2.4 Party B's personnel must comply with the smoking management requirements of the work site. Smoking is prohibited in any area within the plant except for the designated smoking areas specified by Party A. Party B warrants that Party B's Related Entities will comply with Party A's smoking management requirements within the plant area. In the event of any violation, Party A will take corresponding action against Party B.

4.2.5 Party B and Party B's Related Entities shall be fully responsible for fire prevention safety within the work area in accordance with relevant national fire protection regulations, and agree to accept Party A's supervision and inspection.

4.2.6 If construction activities cause alarms from the special gas monitoring system or fire-fighting equipment and facilities, Party B shall actively cooperate with Party A in investigating the cause of the alarm. If

the circumstances are serious, Party B's liability for breach of contract shall be pursued in accordance with the contract and its appendices.

4.2.7 After the day's operations are completed, the site shall be cleaned and construction tools and equipment shall be organized. All of Party B's personnel must evacuate the site and shall not remain.

4.2.8 Chemicals brought into the site by Party B and Party B's Related Entities must comply with the principles of "fixed-point storage, limited-quantity storage, safe transfer, fixed-point use, and designated person in charge." It is strictly prohibited to store chemicals unattended within the plant area or at locations that do not meet storage conditions.

4.3 Traffic Safety

4.3.1 Party B shall strengthen traffic safety education for Party B's personnel, enhance traffic safety awareness within the plant area, and comply with Party A's traffic safety management requirements. Party B warrants that all vehicles entering and exiting Party A's plant area shall drive in accordance with the speed limit signs within the plant area. In areas without speed limit signs, the speed limit on main roads shall not exceed 30 km/h, on secondary roads shall not exceed 15 km/h, and for forklifts shall not exceed 10 km/h.

4.3.2 Party B shall ensure that all of its vehicles entering and exiting Party A's plant area drive along the routes designated by Party A and park in the parking lot areas. Temporary parking in other non-parking areas requires Party A's consent and on-site monitoring personnel.

4.3.3 Party B's personnel shall refrain from driving under the influence of alcohol, driving without a license, or operating vehicles with known defects. Unqualified vehicles shall not be driven into the project site. Certificates for special vehicles (cranes, forklifts, aerial work platforms, tanker trucks for oil and chemical transportation, etc.) must be valid, and such vehicles must pass Party A's acceptance inspection before entering the site. Drivers of special vehicles must hold appropriate licenses to operate.

4.3.4 Party B shall comply with national and local regulations concerning traffic and urban management. If any traffic accident or administrative fine occurs due to Party B's fault, Party B shall bear all responsibility and losses.

4.4 Environmental Management

4.4.1 When Party B and Party B's Related Entities enter Party A's construction work site, tools, materials, and other items shall be stacked neatly at locations designated by Party A, with proper labeling, and shall not be piled or placed randomly, nor shall they block logistics routes or fire escape passages inside or outside the building.

4.4.2 Construction waste generated by Party B and Party B's Related Entities shall be removed from the work site by themselves or transported to locations designated by Party A and properly disposed of; waste shall not be dumped or discarded indiscriminately.

4.4.3 During construction operations, material stacking, and waste removal by Party B and Party B's Related Entities, appropriate measures shall be taken for dust-generating items to prevent dust dispersion.

4.4.4 Vehicles of Party B and Party B's Related Entities shall comply with national regulations on exhaust

emission management. Vehicles that do not meet the standards are strictly prohibited from entering the plant. If Party B or Party B's Related Entities arrange for vehicles with excessive emissions to enter the site, resulting in Party A being penalized by environmental supervision authorities, all responsibility and losses shall be borne by Party B, and Party B shall eliminate the adverse impact on Party A's reputation and production operations.

4.5 Occupational Health

4.5.1 Party B and Party B's Related Entities shall fulfill the obligation of hazard notification, truthfully informing Party B's personnel of the occupational disease hazards that may arise during the work process, their consequences, and occupational disease prevention measures.

4.5.2 Party B and Party B's Related Entities shall fulfill the obligation of conducting occupational health examinations for Party B's personnel. For Party B's personnel working in positions involving hazards, pre-placement, periodic, and exit occupational health examinations shall be conducted. Party B's personnel who have not undergone occupational health examinations or who have failed such examinations shall not be arranged to enter the plant area to engage in operations with occupational disease hazards.

4.5.3 Party B and Party B's Related Entities shall not assign minor workers, or female employees during pregnancy or lactation, to engage in operations involving exposure to occupational disease hazards.

4.6 Public Security Safety

4.6.1 Party B and Party B's Related Entities shall strengthen public security and guard management, implement safety precautions, arrange for dedicated personnel to guard materials and equipment stored at the project site, and ensure that cash and personal belongings are not stored at the project site. In the event of loss or destruction, Party B shall bear all responsibility and losses.

4.6.2 The entry and exit of items belonging to Party B and Party B's Related Entities at the construction work site shall comply with Party A's management requirements for each period.

4.6.3 After entering the construction work site, Party B's personnel shall remain within their construction work area or designated areas, and shall not enter areas unrelated to their work without Party A's consent.

4.6.4 Party B and Party B's Related Entities bear full safety management responsibility for all of Party B's facilities, equipment, and items within their construction work area. In the event of loss or damage, Party B shall bear all responsibility and losses.

4.6.5 Party B and Party B's Related Entities shall manage Party B's personnel and ensure that Party B's personnel comply with laws and regulations. Fighting, causing disturbances while intoxicated, picking quarrels and provoking trouble, and similar acts are strictly prohibited. Any property damage or personal injury caused by the above acts shall be borne by Party B.

4.7 Information Security

4.7.1 Party B shall provide information security knowledge education to Party B's personnel entering the construction site, strengthen the confidentiality awareness of Party B's personnel, and urge Party B's personnel to comply with Party A's information security system. Party B's personnel who have not

received the above training or education, or who have failed the assessment, shall not be permitted to enter the construction site. In the event of any violation, Party A has the right to take action in accordance with the relevant requirements.

- 4.7.2 When Party B's personnel enter Party A's plant area, anti-tamper labels shall be affixed to the data ports and cameras of electronic devices. Without permission, Party B's personnel shall not take videos, photos, or recordings within Party A's plant area, shall not linger without authorization in Party A's office areas or work sites, and shall not bring electronic devices capable of storing information assets into the production line without authorization.
- 4.7.3 Party B's personnel shall not access Party A's confidential documents or related information without authorization. Party B's personnel entering the production line for operations are strictly prohibited from copying important equipment parameter information from the equipment without authorization.
- 4.7.4 The daily safety inspection conducted by Party B's Safety Responsible Person shall include checking whether Party B's personnel have engaged in active theft of secrets or unintentional disclosure of secrets.
- 4.7.5 Any trade secrets or confidential information that Party B and Party B's Related Entities come into contact with during the construction period at Party A's site, which is related to or arises from the cooperation, must be kept strictly confidential and shall not be disclosed, disseminated, or revealed to any third party.
- 4.7.6 Key personnel of Party B and Party B's Related Entities who have access to confidential content of Party A's project shall not be changed arbitrarily to prevent leakage of confidential information. If replacement is necessary due to special reasons, it must be approved by Party A before being carried out, and records shall be retained for filing.
- 4.7.7 Upon completion of the construction, all information and materials related to Party A held by Party B and Party B's Related Entities shall be transferred back to Party A or destroyed, and shall not be taken away without authorization to prevent leakage of Party A's project information. Party B and Party B's Related Entities shall implement the national and local policies, laws, and regulations concerning work safety, and carry out all of Party A's information security work deployments.

Article 5 Safety Liability

- 5.1 If Party B has any objection to the rectification opinions raised by Party A, Party B may submit a written appeal to Party A within one (1) business day. If Party A does not receive any feedback from Party B within the required period, Party B shall be deemed to have accepted Party A's rectification opinions and to be able to complete the rectification on time.
- 5.2 Any violation of this Agreement and its appendices by Party B or Party B's Related Entities shall constitute a breach of contract by Party B. Party A has the right to take action against Party B or adopt corresponding management measures in accordance with this Agreement and Appendix 4 - EHS Management Undertaking Letter.
- 5.3 If any incident concerning work safety, fire safety, traffic safety, environmental management, occupational health, public security safety, information security, etc., occurs due to reasons attributable to Party B or Party

B's Related Entities, causing losses to Party A or any third party, Party B shall compensate Party A and the third party for all losses incurred, and Party A has the right to pursue Party B's legal liability.

- 5.4 In the event of any liability accident involving Party B's personnel, including but not limited to personal injury or death or property damage, Party B shall bear full responsibility for the accident and all costs arising therefrom. Party B shall submit an accident investigation and handling report to Party A within one (1) business day after the occurrence of the accident, and shall accept the corresponding disposition.

Article 6 Miscellaneous

- 6.1 During the construction operation process, any directive documents, management systems, correspondence, and other relevant requirements issued by Party A shall have the same legal effect as this Agreement. If Party B has any objection to the requirements issued by Party A, Party B may submit written comments to Party A within one (1) business day. If Party A does not receive any feedback from Party B within the aforesaid period, Party B shall be deemed to have accepted Party A's requirements and to be able to strictly comply with them.
- 6.2 Matters not covered in this Agreement shall be implemented by reference to relevant provisions of laws, regulations, and industry standards.
- 6.3 Where any matter or document between Party A and Party B relates to the subject matter of this Agreement, this Agreement shall prevail.
- 6.4 This Agreement is executed in two (2) counterparts, with each Party holding one (1) copy. This Agreement shall become effective upon being sealed by both Parties on the date which is the earlier of the Effective Date or the date on which Party B first enters the work site, and shall remain in force until the date on which it is terminated in writing by both Parties.

Party A: Chongqing SIMIC Semiconductor Limited. (Seal)

Legal Representative: _____

Party B: _____ (Seal)

Legal Representative: _____

附件1

安全生产管理协议

本安全生产管理协议由以下双方于____年____月____日签订。

甲方：重庆万国半导体科技有限公司

乙方：_____

为确保安全，落实“谁主管，谁负责”的原则，依据《中华人民共和国安全生产法》《中华人民共和国消防法》和《中华人民共和国治安管理处罚法》等相关法律规定，双方签订本《安全生产管理协议》（以下简称“安全协议”或“本协议”）。

第1条 定义

- 1.1 “乙方相关单位”是指乙方协作厂商、分包厂商、访客等。
- 1.2 “乙方人员”是指乙方本单位人员、协作厂商人员、分包厂商人员、访客等。
- 1.3 “项目负责人”是指乙方生产安全、消防安全、交通安全、环境安全、治安安全等安全工作的第一责任人。
- 1.4 “安全责任人”是指乙方生产安全、消防安全、交通安全、环境安全、治安安全等安全工作的第一执行责任人。

第2条 管理目标

遵守国家 and 地方有关生产安全、消防安全、交通安全、环境安全、治安安全等的法律法规、政策、行业规范及甲方安全管理制度及要求，实现无重伤、无死亡、无重大安全责任事故、无重大社会影响事件、无重大财产损失事故、无重大泄密事故等安全目标。

第3条 甲方的权利和义务

- 3.1 甲方向乙方提供施工作业现场及毗邻区域内供水、排水、供电、供气、供热、通信、广播电视等地下管线资料，气象和水文观测资料，相邻建筑物利构筑物、地下工程等工作现场有关资料，同时告知工作现场可能存在的事故风险信息。
- 3.2 甲方对乙方进行安全教育和现场安全技术交底，并结合甲方相关管理制度对乙方提出安全要求，乙方应当遵守安全要求。提出的安全要求应符合国家和地方的法律法规、政策、行业规范等。
- 3.3 甲方不得明示或者暗示乙方购买、租赁、使用不符合安全施工作业要求的安全防护用具、机械设备、施工作业机具及配件、消防设施和器材。
- 3.4 甲方有权审查乙方及乙方相关单位资质，对不具备资质或资质与工作内容不相符的，有权拒绝为其办理入厂手续，但甲方的审查行为并不代表因此免除或减轻乙方因资质问题应当承担的责任。
- 3.5 甲方有权监督乙方执行国家和地方有关安全的各项法律法规、政策、行业规范等，有权监督乙方执行甲方及乙方有关安全的各项作业现场安全管理制度，检查乙方及乙方相关单位各项安全管理工作，制止乙方及乙方相关单位违章作业，对于乙方违章人员可以责成乙方对其进行教育、惩戒，甲方认为影响恶劣的，可以禁止该违章人员进入厂内并列入黑名单，针对乙方及乙方相关单位违约，甲方可依据合同及附件相关条款追究乙方违约责任。

- 3.6 乙方及乙方相关单位违反本协议约定，甲方有权按照本协议及附件要求乙方交付违约金或采取相应管理措施。甲方要求乙方支付的违约金，自书面通知乙方之日起三日内乙方未进行书面申诉或未向甲方缴纳的，乙方同意甲方从对乙方的任何应付款项中扣除对应违约金数额。
- 3.7 甲方有权随时对安全管理制度进行修改更新，甲方应及时将安全管理制度的修改通知乙方，乙方对甲方制定的安全管理制度有任何建议和疑义可向甲方提出。
- 3.8 若甲方的生产经营行为可能严重影响乙方施工作业，甲方将提前通知乙方。
- 3.9 甲方应审查乙方的安全生产条件和能力水平，检查其安全管理制度、全员安全生产责任制落实、安全防护装备配备、安全教育培训演练等事项。
- 3.10 甲方对发包的施工作业，特别是涉及登高、吊装、动火、有限空间等危险作业进行统一审批和监督管理，有权制止乙方任何未达到安全作业条件的施工活动，且其产生的后果由乙方承担。
- 3.11 甲方应指定管理人员进行乙方相关安全生产工作统一协调、管理，定期进行安全检查，发现安全问题的，应当及时督促整改。一旦发生事故，由甲方统筹、协调并统一指挥现场应急处置，乙方应积极配合实施救援处置。

第4条 乙方的安全职责和义务

乙方法定代表人或项目负责人是乙方生产安全、消防安全、交通安全、环境安全、治安安全等安全工作的第一责任人，全面负责乙方施工作业区域及相关责任区域内的安全、环境卫生工作，并督导乙方及乙方相关单位遵守甲方的各项管理要求。乙方应确保乙方及乙方相关单位进入甲方厂区进行作业时，遵守甲方的安全规章制度及其他相关规章制度，并对乙方及乙方相关单位的行為承担全部责任。乙方的安全管理责任包括但不限于：

4.1 生产安全

- 4.1.1 乙方及乙方相关单位有义务参加甲方指定的各项安全活动。
- 4.1.2 乙方及乙方相关单位应做好安全生产工作，健全项目现场安全生产管理机构，配备足额安全生产管理人员（涉及登高、吊装、动火、有限空间等危险作业的应当设置专职安全员在现场实施监护），落实作业现场负责人，作业现场负责人应切实把控现场作业节奏，使之符合安全作业要求，项目负责人和安全责任人应当持安全管理人员证书上岗，现场负责人应当组织辨识生产安全风险并做好防范措施和预案，同时组织一线作业人员进行现场交底，防止安全生产事故和火灾事故发生。
- 4.1.3 乙方及乙方相关单位应当遵守国家 and 地方有关安全生产等的法律法规、政策、行业规范等规定和要求，并向每个施工作业人员传达，并留有教育、培训记录。
- 4.1.4 乙方应对进入施工作业现场的乙方人员进行三级安全生产教育、消防知识教育、职业健康教育与甲方的所有安全规定教育，提高乙方人员安全能力和自我防范意识，并督促其遵守作业现场的相关要求。未进行以上培训、教育，或考核不合格的乙方人员不得进入作业现场，如有违反，则甲方有权按照相关要求进行处理。
- 4.1.5 乙方应当保证乙方人员的生产作业安全。乙方应辨识施工作业、设备安装调试中的危险源，制定当日施工作业安全方案，做好危险作业（涉及登高、吊装、动火、有限空间等）安全培训，确保作业人员掌握相关危险作业的必备的安全知识和操作技能，并为乙方人员配备必要、有效的劳动保护用品、安全防护措施和应急逃生设施等。同时乙方应该配备现场安全监护人员和突发事故救援力量，发生意外事故时要按既定预案积极组织营救。
- 4.1.6 安全施工方案应当包含突发事故现场处置方案，同时涉及有限空间以及其他高风险的作业活动安全施工方案，应报甲方审查合格后再贯彻实施。

- 4.1.7 乙方安全责任人应当每日对施工作业、安装现场进行安全巡检，确保设备、机械、作业环境等安全防护措施水平满足当日的安全生产需求，若存在重大安全隐患时应当立即停止作业，并及时报告给甲方。
- 4.1.8 乙方及乙方相关单位应接受并积极配合甲方对乙方安全管理程序的定期检查，并对甲方提出的整改内容及方案积极响应并进行整改。甲方有权制止乙方人员的违章作业；乙方应当对危及安全的乙方人员进行教育和惩罚。乙方及乙方相关单位不得使用国家明令淘汰，危及生产安全的设备，应保证对作业设备进行经常性维护、保养并定期检测，确保安全性能良好。乙方保证乙方及乙方相关单位使用的危险性较大的特种设备、危险物品的容器、运输工具是有专业生产单位按照国家有关规定生产的，并经具备专业资质且资质在有效期内的检测机构验收合格。乙方保证在有较大危险因素的工作场所和有关设施、设备上设置符合国家标准或行业标准的安全警示标志。
- 4.1.9 乙方应提供符合国家标准或行业标准的劳防用品并监督乙方人员按照使用规则佩戴、使用，监督乙方人员的安全行为并如实告知工作场所和岗位存在的危险因素、防范措施及事故应急措施，遵守乙方和甲方的生产安全相关管理制度；做好各项安全保护措施：确保不明物质不准带入现场，不具备能力的人不准操作，不具备安全性能的设备工具不准使用，不具备安全条件的环境不准进行作业，不违章、冒险作业，不进入危险区域。涉及特种作业及特种设备操作的人员，乙方保证必须按照国家有关规定经过专门的安全作业培训，取得特种作业操作资格证书且在合格有效期内，方可持证上岗。
- 4.1.10 乙方项目负责人和安全责任人在施工作业期间不得离开甲方驻地，若因特殊原因确需离开，需指派职级、管理水平、工作经验等不低于项目负责人和安全责任人的临时替代人员，且须经过甲方批准同意。
- 4.1.11 乙方及乙方相关单位在甲方现场内临时用水、用电应按照甲方的要求申请，不得私拉私接电源线和水管。
- 4.1.12 乙方及乙方相关单位应当遵守现行特种作业管理要求，任何涉及危险作业施工（包括但不限于动火作业、吊装作业、有限空间作业、高空作业、带电作业、危化品管路离线作业、重大危险源作业等）应遵守相关法律法规，依规定办理作业许可，明确现场职责，提前向作业人员告知风险，设置警示标识，待作业许可获批准且确保在现场条件满足需求后方可施工，并安排监工全程监护。
- 4.1.13 乙方应与乙方相关分包单位签订安全协议，且负责对乙方相关单位的安全生产资质进行审核，实施安全管理。乙方应确保与乙方有合同关系和合作关系的乙方相关单位具备国家要求的相应资质，乙方应将相关必要资质交甲方备案并对所提供资质材料的合法性、真实性、有效性负责，但此行为并不代表因此免除或减轻乙方因相关单位的资质问题应当承担的责任。乙方不得将作业项目的全部或部分发包给不具备安全生产条件或者相应资质的单位或个人。乙方应督促乙方相关单位遵守甲方安全管理规章制度。
- 4.1.14 乙方及乙方相关单位应当按照甲方要求，在作业现场放置作业许可申请单及施工作业安全告知牌。
- 4.1.15 乙方及乙方相关单位应积极配合甲方对乙方项目现场有关安全、消防、环保等的各项检查，并根据甲方提出的整改意见积极整改。乙方及乙方相关单位拒不按照甲方意见整改的，甲方有权依据合同及附件对乙方进行处理。
- 4.1.16 如乙方及乙方相关单位负责的施工作业区域发生危及甲方或其他施工作业队伍生产安全和项目整体安全事故的，应在第一时间通知甲方及相关施工作业队伍做好应变准备，且乙方应立即采取措施，防止事故扩大，由此造成的损失均由乙方承担。
- 4.1.17 乙方及乙方相关单位一旦在作业现场发生安全事故，应按法律法规要求立即进行报告、调查、处理，乙方及乙方相关单位应当全力配合政府及甲方的事故调查处置工作。
- 4.1.18 乙方应保证进入施工作业现场的乙方人员均按照国家法律法规要求签订劳动合同并缴纳社保，或为其购置保额不低于50万元的商业保险，其保险费由乙方承担，未签订劳动合同缴纳社保或购置商业保险的乙

方人员不得进入作业现场，如违反约定，则甲方有权按照本协议及附件进行处理。

4.2 消防安全

- 4.2.1 乙方及乙方相关单位不得将工作区域内的消防设施用作其他用途，不得随意改动。
- 4.2.2 乙方及乙方相关单位应定期进行消防检查，对乙方人员进行灭火器训练，消防知识教育。对乙方项目（施工作业现场、供电、各种仓库、货场及临建公务所等）要进行严格管理，按作业区域落实防火责任人，发现隐患及时整改和报告。乙方及乙方相关单位应配备足量的消防器材，并建立点检制度，使消防器材始终处于性能良好状态。
- 4.2.3 乙方及乙方相关单位在施工作业期间所用的材料应当符合国家安全和消防安全相关的规定，不得将不明性质的危险物品带入施工作业现场。
- 4.2.4 乙方人员须遵守作业现场吸烟管理要求，除甲方指定吸烟区域外，厂区内任何其他区域不准吸烟。乙方保证乙方相关单位遵守甲方厂区吸烟管理要求，如有违反，甲方将对乙方进行相应处理。
- 4.2.5 乙方及乙方相关单位需按照国家消防有关规定全面负责工作区域内的防火安全，同意接受甲方的监督检查。
- 4.2.6 因施工引起特气监测系统、消防设备设施报警的，积极配合甲方调查报警原因，情节严重的，根据合同及附件追究乙方违约责任。
- 4.2.7 当日作业结束后，做好现场清洁及整理施工机具等，乙方人员必须全部撤离现场，不得逗留。
- 4.2.8 乙方及乙方相关单位带入化学品必须遵守“定点储存、限量储存、安全转运、定点使用、专人负责”的原则，严禁在厂区内无人看管或在不具备存储条件的现场储存。

4.3 交通安全

- 4.3.1 乙方应加强乙方人员的交通安全教育，强化厂区交通安全意识，服从甲方交通安全管理要求。乙方应保证所有出入甲方厂区的车辆按甲方厂区限速标志行驶，无限速标志的区域，主干道行驶时速不得超过30km、次干道时速不得超过15km、叉车时速不得超过10km。
- 4.3.2 乙方应确保其所有车辆出入甲方厂区，均按甲方指定路线行驶和在停车场区域停放；其他非停车区域须临时停放的，须经过甲方同意并派人现场监护。
- 4.3.3 乙方人员应杜绝酒后开车、无证驾驶、带故障出车，不得驾驶不合格车辆驶入项目现场，特种车辆（吊车、叉车、升降车、油罐化学品运输车辆等）合格证需在有效期内，且须经过甲方验收合格才能进场，特种车辆驾驶员需持证上岗。
- 4.3.4 乙方应遵守国家及地方有关交通、城市管理的规定，若乙方原因发生任何交通事故或行政罚款，由乙方承担全部责任及损失。

4.4 环境管理

- 4.4.1 乙方及乙方相关单位进入甲方施工作业现场时，工具、物料等物品应当在甲方指定的地点堆放整齐，做好标识，不得随处堆放、乱放，不得堵塞楼内楼外物流线路及消防通道。
- 4.4.2 乙方及乙方相关单位施工作业垃圾应自行清运出作业现场或运输至甲方指定位置并妥善处理，不得乱倒乱扔。
- 4.4.3 乙方及乙方相关单位施工作业、物料堆放及垃圾清运过程中，粉尘类物品应当采取相应措施防止粉尘扩散。
- 4.4.4 乙方及乙方相关单位车辆应符合国家相应法规对尾气排放的管理要求，不达标车辆严禁入厂；若乙方及乙方相关单位安排尾气超标车辆进场导致甲方受到环保监管部门处罚的，一切责任和损失由乙方承担，

并负责消除对甲方名誉与生产经营造成的影响。

4.5 职业健康

- 4.5.1 乙方及乙方相关单位应履行危害告知义务，将工作过程中可能产生的职业病危害及其后果、职业病防护措施等如实告知乙方人员。
- 4.5.2 乙方及乙方相关单位应履行对乙方人员的职业健康体检义务，对涉害岗位乙方人员开展职业健康岗前体检、岗中体检、离岗体检，未进行职业健康体检或体检不合格的乙方人员不得安排其进入厂区从事有职业病危害的作业。
- 4.5.3 乙方及乙方相关单位不得安排未成年工、孕期、哺乳期女员工从事接触职业病危害的作业。

4.6 治安安全

- 4.6.1 乙方及乙方相关单位应加强治安保卫管理工作，做好安全防范，对存放于项目现场的材料、设备安排专人看护，现金、私人财物不得存放在项目现场，若发生丢失、毁灭，由乙方承担全部责任及损失。
- 4.6.2 乙方及乙方相关单位物品出入施工作业现场要符合甲方各时期管理要求。
- 4.6.3 乙方人员进入施工作业现场后应当在其施工作业区域或指定区域活动，未经甲方同意不得进入与其工作无关的区域。
- 4.6.4 乙方及乙方相关单位对其施工作业区域内所有乙方的设施设备、物品负有全部安全管理责任，一旦发生丢失或损坏，乙方承担全部责任及损失。
- 4.6.5 乙方及乙方相关单位应对乙方人员进行管理，保证乙方人员遵守法律法规。严禁打架斗殴，酗酒闹事以及寻衅滋事等，因上述行为造成的财产损失或人身损害均由乙方承担。

4.7 信息安全

- 4.7.1 乙方应对进入施工现场乙方人员进行信息安全知识教育，强化乙方人员保密意识，督促乙方人员遵守甲方信息安全制度。未进行以上培训、教育或考核不合格的乙方人员不得进入施工现场，如有违反要求，则甲方有权按照相关要求进行处理。
- 4.7.2 乙方人员进入甲方厂区时，电子设备需进行接口及摄像头防撕标签贴附，未经许可，不得在甲方厂区内进行摄像、拍照、录音，不得私自在甲方办公区域及作业现场逗留，不得擅自携带可存储信息资产的电子设备进入产线。
- 4.7.3 乙方人员未经许可不得查看甲方涉密文件或相关信息，进入产线作业的乙方人员禁止私自拷贝设备中的重要设备参数信息。
- 4.7.4 乙方安全负责人每日安全巡查内容需包含对乙方人员有无主动窃密或无意识泄密行为的检查。
- 4.7.5 乙方及乙方相关单位在甲方施工期间所接触到的任何与合作有关或因合作产生的商业秘密或保密信息必须严格保密，不可以泄露、传播、向第三方人员披露。
- 4.7.6 乙方及乙方相关单位可接触到甲方项目涉密内容的关键岗位人员不可随意更换，防止涉密信息泄漏。特殊原因必须更换的，必须由甲方同意后进行更换，并留底备案。
- 4.7.7 施工结束后，乙方及乙方相关单位持有的甲方相关信息资料需全部转交至甲方或销毁，不可私自带走，防止甲方项目信息泄漏。乙方及乙方相关单位应贯彻国家及地方有关安全生产的方针、政策、法律法规，落实甲方各信息安全工作部署。

第5条 安全责任

- 5.1 乙方若对甲方提出的整改意见存在疑义，可在1个工作日之内向甲方提出书面申诉。若甲方未在要求期限内收

到乙方反馈，则视为乙方认可甲方的整改意见并能够按时整改完成。

- 5.2 乙方及乙方相关单位违反本协议及附件约定的，即视为乙方违约，甲方有权按照本协议及EHS管理切结书附件4对乙方进行处理或采取相应管理措施。
- 5.3 由于乙方及乙方相关单位原因发生生产安全，消防安全、交通安全、环境管理、职业健康、治安安全、信息安全等事件，对甲方或任何第三方造成损失的，乙方应当赔偿甲方和第三方的所有损失，且甲方有权追究乙方法律责任。
- 5.4 乙方人员发生任何责任事故，包括但不限于人身伤亡或财产损失，乙方对事故负全部责任并承担全部费用：乙方应在事故发生后【1个工作日】内向甲方提供事故调查及处理报告，接受相应处理。

第6条其他

- 6.1 在施工作业过程中，甲方下发的指令性文件、管理制度、信函等相关要求，与本协议具有同等法律效力。乙方如对甲方下发的要求有异议，可在1个工作日之内向甲方提出书面意见。若甲方未在前述期限内收到乙方反馈，则视为乙方认可甲方的要求并能够严格遵守。
- 6.2 本协议未尽事宜，参照法律法规以及行业标准相关规定执行。
- 6.3 甲乙双方涉及任何与本协议主题相关的事项或文件时，本协议具有优先效力。
- 6.4 协议一式两份，双方各执一份，双方盖章后于生效日期或乙方进入作业现场之日（以较早的时间为准）起生效，直至双方书面解除之日失效。

甲方：重庆万国半导体科技有限公司（盖章）

法定代表人：

乙方：_____（盖章）

法定代表人：

Attachment 2
附件2
Working Environment Hazardous Factors
工作场所环境及危害因素通知书

No. 序号	Working environment or method 作业环境或方式	Potential hazardous factors 潜在危害因素	Potential hazardous factors 应备安全措施
1	Work in a pit /Tank or Sealed Space 坑内，密闭 或狭小空间、塔槽等作业	Oxygen insufficiency, Suffocating , Falling, Collision, Tip over, Slip 缺氧、窒息、坠落、撞击、 刺伤、绊倒、滑倒等	Mechanical ventilation, Environment inspection equipment, Personal protection 机械通风、个人 防护器具、环境测定
2	Electric welding, argon welding, gas welding 动 火、电焊、氩焊、气焊作 业	Burn, Radioactive injury, Electric Shock, Combustion, Fire, Explosion 灼伤、辐射危害、触 电、燃烧、火灾、爆炸	Personal protection equipment, Fire blanket, Fire extinguisher 个人防护器具、防火毯等、 自备消防设备
3	At high elevation or opening work 高架、吊装 (搬运)、开口作业	collapse, Object dropped, Collision, Prick pain, Tip over, Slip 坠落、鹰架倒塌、物品坠落、撞 击、刺伤、绊倒、滑倒等 Falling, Scaffold	Safety rope, Safety belt, Helmet, Safety barrier, Tooling & material fastened 安全索、安全带、 安全帽、合格施工架、合格护栏、工具材料固定 牢靠
4	Disassembling, installation, inspection of pipe line 管线安装、拆 卸、检修等工程	Falling, Scaffold collapse, Object dropped, Electric shock, Collision, Prick pain, Tip over, Slip 坠落、鹰 架倒塌、物品坠落、触电、撞击、 刺伤、绊倒、滑倒等	Safety rope, Safety belt, Helmet, Safety barrier, Tooling & material fastened 安全索、安全带、 安全帽、合格施工架、合格护栏、工具材料固定 牢靠
5	Transport, storage, convey, use and release of chemical 化学品搬运、 储存、输送、使用及排放 作业	Liquid leakage, Swallow, Acid/alkali inhalation, Skin burn, Suffocating, Slip, Environmental pollution, Oxygen insufficiency 液 体外泄、误食、酸/碱气体吸入、皮 肤灼伤、环境污染、缺氧、窒息、 滑倒	Mechanical ventilation, Personal protection equipment, Emergency response equipment, Environment inspection 个人防护器具、应变器 材、自备消防设备、机械通风、环境测定
6	Transport, storage, convey, use and release of gas 高压气体(容器)、特 殊气体搬运、储存、输 送、使用及排放作业	Gas leak, Explosion, Fire, Environmental pollution, Oxygen insufficiency, Suffocating 气体外 泄、爆炸火灾、环境污染、缺氧、 窒息	Mechanical ventilation, Personal protection equipment, Emergency response equipment, Environment inspection 个人防护器具、应变器 材、自备消防设备、机械通风、环境测定

7	In contact with hazardous material or dust 接触有毒物资、粉尘等作业	Oxygen insufficiency, Combustion, Fire, Explosion, Environmental pollution, 缺氧、燃烧、火灾、爆炸、环境污染	Mechanical ventilation, Personal protection equipment, Emergency response equipment, Environment inspection 机械通风、个人防护器具、应变器材、自备消防设备、环境测定
8	Civil engineering destruction, tunnel and cave digging, wall piercing, and new construction 土木拆除, 挖掘坑洞, 穿墙打孔及新建工程	Falling, Scaffold collapse, Object dropped, Collision, Prick pain, Tip over, Slip 坠落、鹰架倒塌、物品坠落、撞击、刺伤、绊倒、滑倒等	Safety rope, Safety belt, Helmet, Safety barrier, Tooling & material fastened 安全索、安全带、安全帽、合格施工架、合格护栏、工具材料固定牢靠
9	Electric work 用电作业或电气安装、维修、保养工程	Electric shock, Fire, Explosion, Prick pain, Collision, Tip over, Falling 触电、火灾、爆炸、燃烧、撞击、刺伤、绊倒、滑倒	Personal protection equipment, Fire extinguisher 个人防护器具、自备消防设备
10	Equipment install, repair, maintenance of machinery 机台装设、维修、保养	Electric shock, Fire, Explosion, Prick pain, Collision, Tip over, Falling 触电、火灾、爆炸、燃烧、撞击、刺伤、绊倒、	Mechanical ventilation, Personal protection equipment, Fire extinguisher, Environment inspection, Safety belt, Helmet, Safety barrier, Tooling & material fastened 个人防护器具、机械通风、环境测定、消防设备、安全带、安全帽、合格施工架、合格护栏、工具材料固定牢靠
11	Organic solvent working environment (paint, FRP/Epoxy coating 有机溶剂作业(含油漆作业)	Organic solvent inhale, Explosion, Combustion, Environmental pollution, Oxygen insufficiency, Suffocating 有机溶剂气体吸入、爆炸、燃烧、环境污染、缺氧、窒息	Mechanical ventilation, Personal protection equipment, Emergency response equipment, Environment inspection 机械通风、个人防护器具、自备消防设备、环境测定
12	Others 其它	Any operation would cause damage for Environment, tools and personals 任何会引起环境、设备、人员危害等之作业	Personal protection equipment, Environment inspection, 个人防护器具、自备消防设备、环境测定

Attachment 3**附件3****EHS Management regulations****EHS管理规章****一、 Enter & depart from work site:****厂区进出规定**

1. In and out of the plant area, all workers are required to wear the work ID or temporary ID while workers hired by the contractor under the plant affair system shall wear vest or company uniform.

进入厂区内一律配戴工作证或临时证，参照行政部门“公司安保政策”相关规定执行。属厂务系统之承揽商一律穿识别背心或公司制服。

2. When entering the clean room, a prior application must be filed with the purchasing department and observation to the clean room rules is a must. All workers hired by the contractor shall wear the arm ID badge

进入无尘室作业，须事前向工艺部门及制造部门提出申请，并须遵守无尘室管理规定，且所有承揽商一律穿戴可识别的标志（如臂章、背章、胸章等）。

3. The speed limit inside the plant area is 20 Km/hour. All delivery trucks should park at the designated area and begin unloading within the given time limit after the vehicle is parked in accordance with the parking rules. The delivery trucks are not allowed to drive into other area. In case the cargo to be delivered is of hazardous articles, the application must be filed a day earlier and, at the time of delivery, there will be on-site supervisor to conduct an automatic check and necessary safety measures such as safety fence, markings, emergency tools.

所有运送物品之车辆、人进入厂区后均须依车速限制 20 公里/时、指定地点及时限停放整齐后方可卸货，且不得进入其它区域，如属危险物品则须于前一天提出申请，并有现场指挥人员实施自动检查及必要之防护措施(如安全围篱、警标示、应变器材等)。

4. Once inside the plant area and there is control in force due to hanging, moving, fabrication, the driver is required to cooperate by following the order of the on-site supervisor to detour

进入厂区如遇到吊装、搬运、工程施工等作业管制时，须配合现场指挥人员绕道而行。

5. In case of emergency, report immediately to the plant affairs central control room and retreat to a safe place outside of the plant area.

遇紧急事故发生时，则须立即通报厂务中控室及 ERC，并退至厂区外安全处。

6. Any alcohol drinks, contraband, betel nut, drugs etc. can not be brought into plant.

禁止携带违禁品、酒精类饮料等进入厂区内。

二、 Safety and health management at work site**厂区内作业规定：**

1. All scaffold, A-ladder, and electrically driven dangerous equipment used for operation must undergo automatic check to ascertain it is safe to use before being used.

所有作业中所使用之鹰架、A 字梯及危险、电动等机具，须实施自动检查，经承揽商安全管理人员确认

无危险之虞后方可使用。

2. All workers entering a) the fabrication area, b) 1F of Building B the clean safe area and c) operating area subject to fall of foreign object or fall are required to wear qualified safety helmet and close the helmet button tightly.

进入 a.施工区 b.无尘室全区 c.有异物掉落之虞或是有跌落之虞的作业区等所有作业人员一律戴合格之安全帽并扣好帽扣。

3. In different operating areas, there should be different precautionary measures. In addition, apart from the work staff of the same nature, all other different work staff of different nature should not be allowed access to the operating area. Crossing the fence, guard, and safety passage is strictly forbidden.

在不同属性之作业区应有不同之防护措施，而且除其同属性之工作人员外，其它不同属性之工作人员绝对禁止进入该作业区且严禁超越围篱、护栏、安全走道。

4. All stockpiles of materials inside the operating area should be well fenced and marked. Besides, it should not affect the evacuation route and fire-fighting facilities. In case it is nighttime and the stockpile occupies road, it should be marked with warning signal.

作业区之物料堆置须依规定做好围篱及标示，不可影响疏散动线及消防设施等功能，如属夜间堆置占用道路则须加装警示灯号。

5. Maintain work site neatly. Disposals should be lined up properly, also, remove disposals from work site on a daily basis.

场所应随时保持整洁,废弃物应堆放整齐并当日清除及搬离工区。

6. Contractors may not have water source, gas, and power turned off for construction purpose without the permission of facility division.

承揽商因工作需要，须搭接、关闭水源、气源及电源等任何厂务系统时、须请重庆万国发包部门人员填相关申请单经厂务许可后方可为之。

7. In case the work involves 1) operation in a limited space, 2) fire-igniting operation, 3) overhead, open or hanging operation, 4) installation, disassembly or inspection of pipelines, 5) carriage, storage, transport, use and discharge of chemicals, 6) carriage, storage, transport, use and discharge of high voltage/special gas (container), 7) contact with toxic substance, powder dust, sand-blasting, 8) disassembly of civil engineering work, digging pit, drilling wall holes and newly constructed engineering work, 9) electrical operation, 10) installation, maintenance of equipment, 11) organic solvent, including painting operation, 12) operation that involves potential hazardous factor to environment, equipment, and personnel, a prior application for operation must be filed for approval and operation may only begin after the automatic inspection is completed.

属 1.有限空间作业 2.动火作业 3 高架、开口、吊装作业 4.管线安装、拆卸、检修等工程 5.化学品搬运、储存、输送、使用及排放作业 6.高压/特殊气体(容器)搬运、储存、输送、使用及排放业 7.接触有毒物质、粉尘、喷砂作业 8.土木拆除,挖掘坑洞,穿墙打孔及新建工程 9.电气作业 10.机台设备装设、维修、保养 11.有机溶剂作业(含油漆作业)12.其它对环境、设备、人员有潜在危害因子之相关作业等 12 项之作业须于事前完成作业许可申请单之核准，并实施自动检查后才可开始作业，环境安全卫生自检表。

8. Contractor must be prepare and ready for of fire, typhoon, flood, earthquake, etc., in order to minimize

damage and loss.

承揽商应做好防火、防台、防水、地震等工作，防止灾害发生。

9. Power of the contractor job-site office or the temporary office and those used on the job site, including illumination, must be turned off at the close of business each day.

承揽商之宿舍或临时办公室及作业场所使用的电源(含照明)、门窗于每日收工关闭后才可离开。

10. The contractor should conduct a self-inspection over its job-site office or the temporary office and the items to be inspected should include power box, fire extinguisher and other dangerous equipment.

承揽商须对其宿舍或临时办公室实施自动检查，检查项目应包括电盘、灭火器及其具危险性质之机具等。

11. All contractor must attend the daily toolbox meeting at 09:00 AM.

由承揽商现场管理人员组织每周一至周五早上 09:00 作业前工具箱会议，常驻厂区作业之承揽商全部参加。

12. During operation, the contractor is strictly forbidden for fence climbing, trespassing, or damaging any pipeline already installed or damaging any facilities in the plant area.

承揽商在作业中严禁攀爬、践踏、毁损已装配完成之任何管线或是破坏其它厂区内任何设施。

13. the contractor shall, prior to execution of the contract, submit to the plan for safety, health and environmental protection of fabrication to the sponsoring unit and EHS and must strictly operate according to the submitted plan.

进厂区施工作业前，须向发包单位及 EHS 委员会提报施工安全环保卫生防护计划，且须严格遵守计划作业之。

14. Working personnel must be instructed in advance by contractor regarding the work to be performed, hazard advice, safety education and training, first aid, emergency process, etc. before performing work.

承揽商在作业前应对其所有雇用人员施予工作内容说明、危害因子、急救方式、紧急应变处理等训练。并做好防护(设)措施及安全卫生环保教育训练。

15. Contractor must have various warning signs, hazardous precaution signs, yellow warning belt, emergency response equipment, first aid kit, etc. prepared at work site.

承揽商在施工场所应竖立各类危害警告标示及圈围黄色警示带、备妥应变器材、急救器材等。

16. Contractor must have construction suspended and workers retreated to safe ground immediately when the safety is in concern. Contractors may not have construction resumed until hazardous conditions have been improved. Contractors will be held fully responsible for the damage or loss suffered by party a or contractors themselves during the suspension period.

作业中如有危险之虞，承揽商应立即自行停工，使劳工退至安全场所至改善完成后再行复工，期间业主或承揽商之所有损失，由承揽商负完全责任。

17. Do not employ unauthorized child labors & female workers. Worker's spouse and family may not reside at work site. The personnel who have committed any of the wrong doings must assume full responsibility for any accident or incident occurred thereafter.

严禁雇用未经许可之童工、女工或私自接待眷属进驻工地，违者如有发生任何事故所有法律责任自行负责。

18. All relevant parties shall comply with CQSIMIC's regulations on smoking and hot work operations. Any

violation shall be dealt with in accordance with the EHS Default Clause. In the case of repeated violations or where the circumstances are serious, the EHS Committee shall report the matter to the Company for handling in accordance with the contract.

应遵守重庆万国吸烟及动火作业相关规定，如有违反依 EHS 违约条款处分，连续违规及情节重大者，将由 EHS 委员会报请公司按合约处理。

三、 Application of work site

作业场所使用权：

1. When two or more contractors work at the site simultaneously, the construction must be performed according to the coordination and agreement reached previously in order to prevent any interference from occurring.

如有两家或两家以上承揽商同时于同一地点作业，务必事前协商作业(施工)进行方式及互相告知可能之危害与防护措施。

2. The area must be zoned in accordance with the stipulated planning and timing. Discuss with the coordination organization for the details of zoning

须依规定区域、指定时间内进行规划使用，并与发包部门研商使用细节。

3. Contractor must prevent and protect the materials in storage from the threat of rain, dust, and wind 备料如有被雨水浇淋、灰尘污染或大风吹袭之虞时，承揽商应具备防范措施，保护备料。

4. Materials shall be transported to the premises by the contractor and the contractor shall be held responsible for it. Party a will not be held responsible for it

物料、材料由承揽商自行运抵作业场所并自行负保管之责，发生丢失与业主无关。

四、 Unloading

卸货管理：

1. Container may not be parked to the detriment of traffic circulation and safety. No container can be parked for over one day (24 hours) each time

货柜停放方式不可妨碍道路畅通及须兼顾安全事宜。

2. Contractor must have their personnel designated at work site to direct and coordinate traffic during a heavy unloading day

进货量较大时，承揽商应设有专人在现场指挥及协调。

3. When dangerous goods are arriving, there must be on-site staff responsible for safety of the unloading operation. Apart from application for the permit and setup of fence and marking along with appropriate precautionary measures. On the warning sign, there must be the emergency phone number of the contractor and its responsible engineer.

危险物品之进货时，现场须有负责人负责卸货之安全，除须申请作业许可外并须设有围篱、标示及适当之防护措施。标示牌上内容须含承揽商及发包部门监工紧急连络电话。

五、 Contractors will be held fully responsible for the damage or loss cause by the negligence of contractor' s working personnel.

承揽商因作业不当而造成本公司之任何损失，概由承揽商赔偿。

六、 Fire operation regulations

动火作业规定:

1. Each contractor shall complete the "Work Application Form" for any hot work he/she intends to perform. During the hot work period, each contractor or vendor shall make a conspicuous display in the hot work site of the work application form approved, and shall designate a watcher and a supervisor for such hot work.

承揽商于动火作业前应先进行作业许可申请, 动火作业期间则须将已签核之作业许可申请单复印件 1 份张贴于作业场所之明显位置, 并应派员警戒、监工。

2. Any person performing hot work shall make a check on the items listed in the hot work checklist and clean up the hot work site immediately upon completion of such hot work. Each contractor or vendor shall also have his/her site manager inspect and confirm the site, and sign on the record to be kept by party a.

从事动火作业者, 应于作业前依照动火作业检点表进行检查, 作业完成后应立即将作业场所回复原状, 经作业场所负责人员检查、确认后, 于动火作业检点表上签名。

3. Hot work sites shall be far away from any flammable materials. Each contractor or vendor performing any hot work shall prepare fire extinguishers at his/her own expense. No regular fire extinguishers provided for the plant by party a may be used for hot work.

动火作业场所应避开易燃物。从事动火作业承揽商应自备灭火器, 不得以重庆万国厂内正常布置之灭火器代替。

4. Any person shall be liable for any damages to party a resulting from a fire intentionally or negligently caught by his/her smoking or hot work.

因吸烟或从事动火作业酿成火灾, 造成重庆万国之任何损失, 概由肇事承揽商负赔偿责任。

七、 Smoking site regulations

吸烟场所规定:

Smoking is strictly prohibited in all areas of the CQSIMIC plant except for the designated smoking areas established in accordance with regulations. Violators shall be disciplined in accordance with the "EHS Default Clause "

重庆万国厂区除依规定设置之吸烟场所外, 其它区域一律禁止吸烟。违反规定者, 将依“EHS 违约条款”处分。

Attachment 4
附件4

EHS Default Clause

EHS 违约条款

1. Where personnel of the Contractor violate the plant's operation regulations, the EHS Committee shall impose sanctions such as rectification notices or work stoppages on them, and shall concurrently pursue the Contractor's liability for breach of EHS management commitment. The Contractor shall pay liquidated damages to Party A in accordance with the following provisions.

承揽商人员违反厂内作业规定，EHS 委员会对其采取整改通知、停工等处分同时追究其 EHS 管理违约责任，承揽方需按以下条款向甲方支付违约金。

2. The Penalty Methods for identified violations as below table showing.

各违规项目之处分方式如下表所示：

Level 等级	Item 项目	Penalty 违约金	Remark 备注
Level 1 第一级	Any of the following 下列任一状况 1. If, within a consecutive period of one year, no improvement is observed after the issuance of three cumulative Safety Default Notices. 连续一年内，累积下达三次《安全违约通知单》后，仍未见改善。 2. An accident resulting in fatality or two or more people's injuries. 发生导致人员死亡或两人及以上人员受伤的事故。 3. There is immediate danger in workplace but no improvement has been taken after request. 工作场所有立即造成危险之虞，经劝导仍不改善。 4. The contractor directly punished by government or results CQSIMIC receiving joint punishment due to their violations in CQSIMIC site. (In addition to accepting this penalty fine, the contractor must compensate CQSIMIC corresponding fines if joint punishment happened). 在重庆万国场所内，因违规行为导致被政府直接处罚或连带重庆万国招致处罚（除接受重庆万国该项处罚外，还应立即整改并缴纳/赔付对应的罚金）。	RMB 20,000 20,000 元	
Level 2 第二级	1. An accident resulting in serious injury (loss work days ≥ 105) 发生导致人员重伤（损失工时≥ 105天）的事故。 2. Event to harm the image of CQSIMIC, such as polluting nearby roads, damaging surrounding public facilities, causing complaints from nearby companies, etc. 影响重庆万国公司形象，如：污染临近道路、破坏周遭公共设施、引起临近公司抱怨等。 3. Event to cause CQSIMIC property loss, such as production interruption,	RMB 10,000 10,000 元	

	product scrap or rework, etc. 造成重庆万国生产受影响或损失，如：生产中断、产品报废或返工等。 4. Accident to cause personal injury or casualties. 造成人员受伤之事件。 5. Concealing, delaying, or falsely reporting incidents of personnel injuries. 隐瞒/迟报/谎报人员受伤之事件。 6. Threatening and assaulting behaviors. 对人员有恐吓威胁或攻击殴打之行为。 7. Stealing CQSIMIC materials & equipment or intentionally destroying CQSIMIC facilities. In addition to accepting this penalty fine from CQSIMIC, the corresponding legal responsibility will also be investigated. 偷窃重庆万国物资设备或故意破坏万国设施设备，并追究相应的法律责任。 8. In violation of smoking control rules 违反吸烟管制。 9. Alcohol drinking on-site or working within 4 hours after alcohol drinking. 现场饮酒或酒后 4 小时内作业。 10. Carrying controlled knives/instruments, explosives, anesthetics and other prohibited items into CQSIMIC. 携带管制刀具/器械、爆炸物、麻醉剂等违禁管制品进入厂区。 11. Special equipment (such as forklift, lifting machinery, etc.) has no relevant valid inspection certificate. 特种设备（如，叉车、起重机械等）无相关有效检验合格证。 12. Personnel performing special operations (such as electrician, welding, working at height, etc.) has no valid special work certificate. 执行特种作业的人员（如，电工、焊接、登高等），无有效特种上岗证。 13. Not applying for work permit as required, or the actual construction beyond the scope of work permit. 未按要求申请作业许可，擅自施工或超出作业许可范围施工。		
第三级 Level 3	1. An accident resulting in minor injury ($1 \leq \text{loss work days} < 105$). 发生导致人员损失工时（1 天 $\leq$ 损失工时 < 105 天）的轻伤事故。 2. Using other people's badge (or borrowing own badge to others) to enter CQSIMIC, or hold visitor's badge to perform construction work. 冒用他人证件（或将证件借与他人）进入重庆万国厂区，或持访客证施工。 3. Do not cooperate with inspection or correction of violations with bad attitudes, verbal or physical conflict. 不配合检查或纠正违规行为，态度恶劣，发生语言或肢体冲突。	RMB 5,000 5,000 元	

	4. Improper construction or inadequate protective measures resulting the odor in clean room and causing people evacuation with no injuries and no facility damage. 施工不当或防护措施不到位，导致无尘室异味疏散，未造成人员受伤或设施损坏。 5. Illegal disposal of construction waste in CQSIMIC, such as randomly discarding hazardous waste and dumping waste liquid, etc. 违规在重庆万国厂区内处理施工废弃物，如随意丢弃危废、随意倾倒废液等。		
第四级 Level 4	1. Violating relevant government regulations with clear evidence while without incurring punishment. 违反政府相关规定且未招致处罚的，情节明确者。 2. An accident resulting in hospital's medical treatment injury (loss work day <1) 发生导致人员送医（损失工时<1 天）的轻伤事故 3. The necessary safety protection devices or equipment is non-conforming. (e.g. safety net, opening protection, scaffold, lighting, cylinder, firefighting extinguisher, etc.). 使用不符合标准的必要安全防护设施。（如：安全网、开口防护、施工架、照明、钢瓶、灭火器等设备）。 4. Using non-conforming machinery tools (e.g. the shell of welding machine without grounding, manual grinding machine without protective cover, insulation tools damaged, etc.) 使用不符合标准的机械器具。（如：电焊机外壳无接地、手动砂轮机无防护罩、绝缘工具破损等） 5. The documents have not been completed as scheduled 文书资料未如期缴交齐全。 6. In violation of the operation rules of hot work, lifting, confined space, work at height or live work. 违反动火、吊装、缺氧、有限空间、高架作业及带电作业规定。 7. In violation of the operation rules of work at height (equal and above 2-meters high), including but not limited to: not wearing safety helmet or harness, not anchoring harness, using non-conforming climbing tools, illegal climbing scaffolding, no effective protective measures to the open hole, throwing objects at height, etc. 高架作业（超过 2 米）违规施工，包括但不限于：未佩戴安全帽、系挂安全带、使用不符合要求的登高工具、违章攀登脚手架、洞口临边作业无有效防护措施、违章高空抛物等。	RMB 2,000 2,000 元	

	8. In violation of the operation rules of hot work, including but not limited to: the gas cylinder for welding not fixed upright, the acetylene cylinder not equipped with tempering device, the combustible material not cleaned up at the operation site. 动火作业违规施工, 包括但不限于: 焊接用气瓶未直立固定、乙炔瓶未加装回火装置、作业现场未清理可燃物等。 9. In violation of the operation rules of electrical safety, including but not limited to: unauthorized access to power supply, temporary electrical lines set-up not meet standards, using unqualified distribution boxes (no effective shell protection, no leakage protection, etc.), bare wires directly inserted into sockets without plugs, wires lying on the ground or in water, etc. 违反用电安全要求, 包括但不限于: 擅自接用电源、临时电气线路未按规定架设、使用不合格的配电箱(无有效外壳防护、无漏电保护等), 裸露电线无插头直接插入插座、电线散布于地面或水中等。 10. Improper construction or inadequate protective measures resulting to the gas detective system alarm or fire detective system alarm with no production interruption, people injuries and facility damage. 施工不当或防护措施不到位, 导致气体监控系统报警或火警系统报警, 未造成生产中断、人员受伤及设施损坏。 11. Carrying unapproved chemicals into CQSIMIC or the chemicals used have not been in-advanced reported when applying work permits. 携带未经批准的化学品进厂或使用未在作业审批时报备的化学品。 12. Unauthorized operation to CQSIMIC equipment or facilities or unauthorized move or operating CQSIMIC firefighting or emergency facilities without causing damage and injury. 擅自操作重庆万国设备设施或擅自挪用重庆万国消防应急设施, 且未造成损失后果。		
第五级 Level 5	1. Near miss event happened or an accident resulting in an injury need receive first aid kit treatment. 发生虚惊事件或发生导致人员接受急救箱处置的受伤事件 2. The contractor fails to communicate to their sub-contractor the job contents or the hazards thereof 承揽商未依规定告知分包商工作内容、危害告知。 3. No pre-shift meeting or safety briefing before construction. 施工前不召开班前会或不做安全交底。 4. No self-inspection of construction work and keeping records. 未进行施工作业自主检查并保存记录。	RMB 1,000 1,000 元	

	5. For high-risk operations, there is no safety personnel on site or safety personnel leaving the site without approval. 高风险作业无安全员在现场或安全员未经批准离场。 6. Failure to keep the job site clean and failure to clean up or classify the waste after work completion. 未保持施工场所清洁，施工完毕之废弃物未依厂内规定清理和分类。 7. Failure to attend relevant meetings or join the joint inspections as notified by CQSIMIC. 不出席承揽商 EHS 委员会通知参加之各项会议/联合巡检。 8. Failure to apply for or wear the ID card or failure to wear the required vest or uniform. 未依规定申请暨配戴识别证，或未穿着识别背心或制服。 9. In workplaces with occupational hazards or conducting hazardous operations or in other places with special requirements, improperly wearing or wearing non-conforming PPE, including safety helmets, protective clothing, protective gloves, respirators, etc. 在职业病危害场所作业或进行危险作业及其他特殊要求的场所，未按规定使用或使用不符合标准的安全防护用品，如：安全帽、防护服、防护手套、防护面罩等。 10. For the scaffolding, electrical cabinets or other construction equipment, there is no regular inspection or no inspection records or no marking of owner or responsible person, or the electrical cabinets unlocked. 施工架、电箱等设备设施，未执行定期检查，未保留检查记录，未注明厂商名称及设施负责人，电箱未上锁等。 11. Lack of cylinder anti-toppling measures, or illegal drag or rolling the cylinder. 钢瓶无防倾倒措施，违规拖拉、滚动钢瓶。 12. Damage CQSIMIC equipment or facility due to improper operation while no production interruption and people injury. 因操作不当造成重庆万国设施损坏，未造成生产影响或人员受伤。 13. Other behaviors violating CQSIMIC management rules, including but not limited to: a. Defecation and urination in public; b. Violation of access control management (such as: climbing over the wall/fence, not cooperating with gate inspection and registration, etc.); c. Unauthorized access to unrelated work areas d. The vehicle over-speed or random parking		
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	e. Driving while the container door open, etc. 违反重庆万国相关管理规定，包括但不限于： a. 随地大小便； b. 违反门禁管理（如：翻越围墙/围栏、不配合进出门岗检查和登记等）； c. 擅自进入作业无关区域 d. 车辆在厂区内超速行驶或违规停放 e. 货箱门开启状态下行驶,等。 14.Other items that not following CQSIMIC EHS requirements. 未执行重庆万国其他 EHS 要求的事项。		
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3. Contract awarding department can order immediate work stop if the operation presents an immediate danger. The Contractor shall not resume the construction until hazardous conditions have been improved and confirmed by CQSIMIC EHS committee.

承揽商违反之事项若有致人员立即发生危险之虞时，除依照上表之规定处分外，发包部门须立即停工，待承揽商完成改善，通知 EHS 委员会至现场检查认可后，方可复工。

4. If, during the operation period, the Contractor violates the regulations and is notified by the EHS Committee through an oral warning or a written rectification notice, but fails to show improvement within the specified period, or the rectification is found to be unsatisfactory, or the violation recurs, the EHS Committee may order a work stoppage. The liability and consequences arising from the work stoppage shall be borne by the Contractor, and the amount of liquidated damages shall be doubled.

承揽商作业期间违反规定，经 EHS 委员会以口头警告或书面整改通知单告知，但于期限后仍未见改善或整改不合格或再犯，EHS 委员会可要求其停工，停工责任及后果由承揽方承担，同时违约金加倍。

5. Where multiple violations occur simultaneously at the same time or within the same space by the same Contractor, the penalty amounts for breach of contract may be accumulated and processed cumulatively. 同一承包商在同一时间或同一空间内发生的多项违规，违约金可累加处理。

6. Where continuous penalty remains ineffective, party a will impose the penalty in the manners of delayed payment or to cancel the qualification of contractor.

经连续处罚仍无改善者，重庆万国将建议相关部门执行延迟付款或取消承揽商资质等处分。

7. Upon receipt of the Safety Default Notice issued by the EHS Committee, the Contractor shall pay the liquidated damages to the Finance Department within the prescribed time limit (unless a special payment method has been agreed upon). The EHS Committee may proceed with case closure upon receipt of the Contractor's proof of payment.

承揽商收到 EHS 委员会之《安全违约通知单》后，应于期限内至财务部门交纳违约金（有约定特殊缴纳方式的除外），EHS 委员会于收到承揽商之缴款证明后，即可办理结案。

8. If any of the aforementioned violations committed by the Contractor during the operation period cause losses to CQSIMIC, the Contractor shall, in addition to paying the corresponding liquidated damages, also compensate for the corresponding losses and bear the corresponding legal liabilities.

承揽商作业期间的前述各项违规，若造成重庆万国（CQSIMIC）的损失，除支付对应的违约金外，还须赔偿相应损失和承担相应的法律责任。

9. If the Contractor fails to pay the liquidated damages within half a month after receiving the Safety Default Notice, the CQSIMIC EHS Committee shall recommend that the Finance Department directly deduct twice the amount from the project payment.

承揽商接到《安全违约通知单》后于半个月内存未缴交违约金者，重庆万国 EHS 委员会将建议财务部门直接在工程款内双倍扣除。

10. Upon receipt of the Safety Default Notice issued by the EHS Committee, the Contractor may file an appeal within 72 hours. If it can be clearly proven that the violation was not committed by the Contractor, the default determination may be revoked. If the Contractor fails to file an appeal within the prescribed time limit, the default determination shall automatically take effect and shall not be contested.

承揽商收到 EHS 委员会之《安全违约通知单》后，可于 72 小时内提出申诉，若可明确证实非其所为，则可取违约认定。若承揽商未于时效内提出申诉，则该违约认定自动生效，不得有异议。

11. For any conduct not explicitly listed in this appendix that violates CQSIMIC's EHS management regulations, operation permit requirements, or industry safety operating procedures, the EHS Committee has the right to make a determination and issue a Safety Default Notice in accordance with the following principles:

对于本附件中未明确列举的其他违反甲方（重庆万国厂区）EHS 管理规定、作业许可要求或行业安全操作规程的行为，EHS 委员会有权依据以下原则进行判定并开具《安全违约通知单》：

- (1) Basis of Determination: Comprehensive consideration shall be given to the nature, frequency, and potential risk level of the violation, whether actual losses or adverse impacts have been caused, and whether the Contractor acted with willful intent or concealed the violation without reporting it.

判定依据：综合考量违规行为的性质、频次、潜在风险等级、是否造成实际损失或不良影响，以及承揽方是否存在明知故犯或隐瞒不报等情节；

- (2) Penalty Gradient: Based on the determination result above, the corresponding level of liquidated damages specified in this appendix shall apply. If there is no directly corresponding item in this appendix, the most analogous clause may be applied by analogy, provided that the amount of liquidated damages shall not exceed the maximum level of liquidated damages specified herein.

处罚梯度：根据上述判定结果，参照附件中对应等级的违约处罚金额执行；若附件中无直接对应项，可比照最相类似条款处理，违约金额不超过最高等级违约处罚金额。

Attachment 5

The number of days to enter the factory is greater than or equal to 7 days, and the health certificate must be submitted for less than 30 days.

Medical certificate

Our employees _____ etc (Attached list) , A total of _____ , Before entering the factory of Chongqing SIMIC Semiconductor Limited(CQSIMIC).(Contract awarding department: _____ contact person _____ TEL _____), We hereby certify that we have completed the related physical examination and confirmed that there is no occupational health disease。

Contractor name: _____

Responsible person of the contractor: _____ TEL _____

Contractor seal: _____

Date _____

附件5

(进厂施工天数大于等于7天,小于30天者须提交此健康证明)

健康证明

兹有我公司员工,共_____人,在进入重庆万国半导体科技有限公司(发包部门:_____联系人:_____联系电话:_____)厂区前,已由我司组织完成相关体检,确认无职业健康疾病,特此证明。

承揽商名称: _____

承揽商负责人: _____联系电话: _____

承揽商盖章处: _____

日 期: _____

Contractors' roster 承揽商人员花名册

No. 序号	contractor name 承揽商单位名称	name 姓名	Gender 性别	position 职务	Id card (passport) number. 身份证（护照）号码	TEL 联系电话	Working days in the factory 入厂工作天数.	Training score 培训 分数	Make-up exam scores 补考 分数
contractor:承揽商(盖章) The above list of persons is our staff or employees.以上人员名册均 为我司员工或雇员			Signature Block (签字栏) Distribution department: 发包部门: EHS training instructor EHS 培训讲师:						
			Contact person: 发包部门联系人: Training Date: 培训日期:						
			TEL: 联系电话:						

Attachment 7

附件7

Job item questionnaire
作业项目调查表

To be filled out by applicant

申请承揽商填写

Work Class

工作类别:

- ☐ 1. Hot work 动火作业
- ☐ 2. Welding 焊接作业
- ☐ 3. Electricity use work 用电作业
- ☐ 4. Disassembling, installation, inspection of pipe line 管线拆卸, 安装, 检修等工程
- ☐ 5. Machinery 机器设备
- ☐ 6. Electric engineering 电气工程
- ☐ 7. At high elevation work 高架作业
- ☐ 8. Clean, repair & maintenance of tank & vessel 塔槽之清理修缮, 维护等工程
- ☐ 9. Hanging, removing etc. work 吊装, 搬运等作业
- ☐ 10. Civil engineering destruction, tunnel and cave digging, wall piercing, and new construction 土木拆除, 挖掘坑洞, 穿墙打孔及新建工程
- ☐ 11. In contact with hazardous material or dust 接触有害物质或粉尘作业
- ☐ 12. Engineering of narrow space, close up space, & culvert 狭小空间, 密闭场所, 涵洞等工程
- ☐ 13. Others 其它

Tools in use

使用工具:

- | | |
|---|---|
| ☐ 1. Electric welding 电焊 | ☐ 2. Generator 电动机 |
| ☐ 3. Heater 电热器 | ☐ 4. Electric drill 电钻 |
| ☐ 5. Lightening 照明 | ☐ 6. grinder 砂轮机 |
| ☐ 7. Argon welding 氩焊 | ☐ 8. Plastic fusion 塑料热熔 |
| ☐ 9. Others 其它: | |

Work

工作内容:

- | | |
|--|---|
| ☐ 1. Power off 停电作业 | ☐ 2. Installation 新装 |
| ☐ 3. Destruction 拆除 | ☐ 4. Repair & maintenance 修理保养 |
| ☐ 5. Inspection & measurement. 检试测量 | ☐ 6. Clean 清洁 |
| ☐ 7. Others 其它: | |

Attachment 8

Work permit application form

Contractor to complete	Application date:	NO:															
Operation department (The issuing department):		Contractor name:															
1.Type of application: (Multiple choices)		☐ Night construction. time period _____ to _____															
☐ 1. Contact with toxic dust blasting operation. ☐ 2. Open work, work under the elevated floor. ☐ 3. Pipeline installation and maintenance works. ☐ 4. Chemical handling and storage of transportation use and discharge places. ☐ 5. High pressure/special gas (container) handling and storage transportation use and discharge. ☐ 6. Electrical work ☐ electro- ☐ installment ☐ maintain ☐ upkeep (multiple choices) ☐ 7. Organic solvent operation (Epoxy、IPA.....) ☐ 8. Civil demolition, excavation, perforation and new construction. ☐ 9. The machine equipment ☐ install ☐ maintain ☐ upkeep (multiple choices)		☐ 10. other _____ Special hazard operation control: (You need to fill in the test form on site before you can work.) ☐ 1. Hot work ☐ 2. At high elevation work ☐ 3. Hangingwork (Attached: special work certificate.) ☐ 4. Confined space operation ☐ 5. Line off-line operation ☐ 6. Electric work ☐ 7. Machine MOVE-IN 、MOVE-OUT															
2. Job content (Different assignments require additional application.):		3. Tools in use:															
4. Potential hazard factors		5. protective measures:															
6. Total number of jobs: _____		7. operating site :															
time period (Do not cross weeks):		8. Contractors emergency contact person and TEL:															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%;">date</td> <td style="width: 12.5%;">Monday</td> <td style="width: 12.5%;">Tuesday</td> <td style="width: 12.5%;">Wednesday</td> <td style="width: 12.5%;">Thursday</td> <td style="width: 12.5%;">Friday</td> <td style="width: 12.5%;">Saturday</td> <td style="width: 12.5%;">Sunday</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>			date	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday							
date	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday										
9. Proposer (Contractor site leader and telephone.):		10. Signature of contractor EHS manager / TEL:															
CQSIMIC filled in																	
1. Supervisor of the contracting department:		2. Head of contract awarding department:															
3. working area management department supervisor:		4. Head of EHS department:															
remark: 1. This application form shall be posted at the work site for inspection after approval. During the operation, personnel shall be assigned for guarding and supervision. 2. Any construction activities involving the use of chemicals (with odor), drilling through walls (damaging firewalls), etc., shall specify the details in the operation content section. 3. The Contractor shall apply for work permit approval before the operation. Each application form is valid for one week. Please do not extend across weeks during the application period. 4. The Contractor shall perform safety and health self-inspections and automatic inspections before daily operations. 5. For confined space operations, in addition to obtaining approval for this operation permit, the Contractor shall also sign the Confined Space Operation Approval Form and other on-site condition confirmation forms in accordance with the Management Procedure for Hazardous Operations in the Plant Area before commencing work. 6. Before carrying out special hazardous operations such as hot work or working at heights, the Contractor shall pass the inspection by CQSIMIC's contracting department and EHS department personnel, and fill out the relevant hazardous operation inspection checklist before commencing work. 7. Before fire protection construction or fire protection system interruption operations, the Contractor shall contact the Plant Central Control Room and the EHS Department ERC, and fill out the Fire Protection System Interruption/Isolation Operation Application Form. 8. When the Contractor performs operations requiring electrical power or the use of related electrical systems, an application shall be submitted to the Plant Electrical Section. 9. Failure to apply for an operation permit in accordance with the regulations shall result in penalties in accordance with the EHS Default Clause. 10. The application form should be signed by the supervisor of the regional management unit, such as the clean room: MFG, warehouse: material pipe, factory area: factory, laboratory, CIM machine room.....																	

作业许可申请单

承包商填写		申请日期:		年	月	日	编号:	
作业单位 (发包申请部门):				承揽商全称:				
1.申请作业类别: 请依下列作业类别勾选(可多选)				□夜间施工。时间段为_____至_____				
□1.接触有毒物质、粉尘、喷砂作业 □2.开口作业,高架地板下作业 □3.管线安装、检修等工程 □4.化学品搬运、储存、输送、使用及排放场所 □5.高压/特殊气体(容器)搬运、储存、输送、使用及排放 □6.电气作业 □用电 □装设 □维修 □保养 (可多选) □7.有机溶剂作业(油漆、Epoxy、IPA.....) _____ □8.土木拆除、挖掘坑洞、穿墙打孔及新建工程 □9.机台设备 □装机 □维修 □保养(可多选)				□10.其它_____ 特殊危险作业管制: (需现场填写检点表后才可作业) □1.动火作业(电焊、氩焊、切割.....,附:焊工证) □2.高处作业 □3.吊装作业(附:特种作业证) □4.有限空间作业(坑内、密闭、狭小空间、塔槽.....) □5.管路离线作业 □6.带电作业 □7.机台 MOVE-IN、MOVE-OUT				
2.作业内容 (作业内容不同需另外申请):				3.使用器(机)具: □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ A 手拉砂 高电 氩 电 氧 切叉 电 起设 电 电 热 施 压 其 字 工 梯 轮 空 钻 焊 焊 焊 割 车 锯 重 备 盘 缆 风 工 缩 它 梯 具 机 车 机 机 机 机 枪 架 机				
4.潜在危害因素: □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ 中缺坠跌触爆切 擦 气泄液泄被火物飞倒接有被 异 辐 噪 其 毒氧落倒电炸、 伤 体漏体漏撞灾体落塌触害夹 味 射 音 它 割 物 卷				5.防护措施: □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ 保 道 通 器 环 测 灭 防 合 施 护 安 围 专 警 个 防 通 换 照 动 管 其 持 畅 讯 材 境 定 火 火 格 工 栏 全 篱 人 戒 人 护 风 气 明 线 制 它 通 通 器 毯 架 具				
6.作业总人数: _____人 作业期间(不可跨周): 年 月 日至 年 月 日				7.作业地点(栋别/楼层/无尘室须注明 Module) : _____栋_____楼_____区_____柱 或其它 _____				
星期	一	二	三	四	五	六	日	8.承揽商紧急联络人及电话:
日期								
9.申请人(承揽商现场负责人及电话):				10.承揽商环安卫管理人员签名 / 紧急联络电话:				

重庆万国填写	
1.发包部门监工（分机）：	2.发包部门主管：
3.作业区域管理部门主管：	4.EHS 部门主管：

备注:

1. 本申请单于许可后应张贴于作业现场接受检查，作业时应派员警戒、监工。
2. 凡涉及使用化学品（异味）、穿墙打孔（破坏防火墙）等施工活动请在作业内容栏写明详情。
3. 承揽商须于作业前申请工作许可核准，每份申请单之期限为一周，申请期间请勿跨周。
4. 承揽商于每日作业前须执行承揽商安全卫生自检，涉及特殊危险作业的点检完成须在对应点检表当日点检栏确认签字。
5. 承揽商于有限空间作业除签核本作业许可外还须按《厂区危险作业管理程序》规定签核《有限空间作业审批表》等现场条件确认表格后方可施工。
6. 承揽商实施动火、登高等特殊危险作业前须经重庆万国发包部门及 EHS 部门人员检查通过，并填具相关危险作业检点表，方可施工。
7. 消防施工或消防中断作业前需与厂务中控室及 EHS 部门 ERC 联络，并填写《消防中断/隔离作业申请表》。
8. 承揽商作业时，用电需求及相关电力系统使用，须向厂务电力课提出申请。
9. 未依规定申请作业许可，将依 EHS 违约条款处罚。
10. 本申请单须会签作业区域管理单位主管，例如洁净室：MFG, 仓库:物管, 厂务区:厂务, 各实验室, CIM 机房.....