

附件 15

环保协议 Environment Protection Agreement

本《环保协议》(以下称“本协议”)由以下双方于 2024 年 11 月 16 日,在【中国湖北省武汉市东湖新技术开发区】签署:

This Environment Protection Agreement (the “Agreement”) is entered into by and between the following parties as of the date [] at [Donghu New Technology Development Area, Wuhan, Hubei Province, People’s Republic of China]:

武汉长江计算科技有限公司, 一家根据中华人民共和国法律设立的有限责任公司,注册地址位于中国湖北省武汉市【 】(以下称“买方”); 和

Wuhan Yangtze Computing Technologies Co.,LTD a limited liability company established under the laws of the People’s Republic of China, with its registered address at [Wuhan, Hubei Province, People’s Republic of China] (the “Purchaser”); and

深圳市飞荣达科技股份有限公司, 一家根据中华人民共和国法律设立的股份有限公司,注册地址位于中国广东省深圳市(以下称“供方”)。

Shenzhen FRD Science & Technology Co., LTD, a limited liability company established under the laws of the People’s Republic of China with its registered address at [Shenzhen, Guangdong Province, People’s Republic of China] (the “Supplier”).

买方和供方以下各称为“一方”,合称为“双方”。

The Purchaser and the Supplier are hereinafter referred to individually as a “Party”, and collectively as the “Parties”.

鉴于:

Whereas:

- 1) 买方与供方已签署了《供应合作协议》,供方向买方供应产品(下称“产品”,定义见本协议第 1 条);

The Purchaser and the Supplier entered into Supply Cooperation Agreement, according to which the Supplier will supply Product(as defined in Article 1) to the Purchaser;

- 2) 供方向买方提供的产品须满足一定的环保标准。

The Product supplied by the Supplier must meet certain environmental protection

requirements.

双方现达成协议如下:

The Parties hereby agree as follows:

1 产品

The Products

本协议所称“产品”，是指供方向买方供应的产品，包括但不限于原料、材料、零部件、组件、半成品、成品、包装材料等。

The “Product” hereunder shall mean the products supplied to the Purchaser by the Supplier, including but not limited to raw materials, materials, parts, components, semi-finished products, finished products, packing materials.

2 环保标准

Environmental Protection Requirements

- 2.1 供方在此陈述并保证，其提供的产品中有害物质（定义见第 2.4 条）的含量应当符合所有可适用的法律法规、行业标准以及附件 1《武汉长江计算科技有限公司有害物质管控清单》中关于有害物质含量的限制性要求（所有可适用的法律法规、行业标准与附件 1 以下统称为“环保标准”）。

The Supplier hereby represents and warrants, the amount of Hazardous Substances (as defined in Article 2.4) contained in the Products shall not exceed the applicable limitations under all the applicable laws, regulations, industrial standards and Schedule

1 of this Agreement the Control List of Hazardous Substances of **Wuhan Yangtze**

Computing Technologies Co.,LTD. (all the applicable laws, regulations and industrial standards and Schedule 1 hereinafter collectively referred to as “Environmental Protection Requirements”).

- 2.2 在《供应合作协议》有效期内，如任何可适用的法律法规或行业标准被修订的，自该等法律法规或行业标准修订版生效之日起，供方应按照该等修订版向买方提供合格的产品。

During the term of the Supply Cooperation Agreement, provided any applicable laws, regulations or industrial standards is amended, the Supplier shall supply to the Purchaser Products satisfying requirements under the amendment to such laws, regulations or industrial standards since the effective date of such amendment.

- 2.3 在《供应合作协议》有效期内，如买方对《武汉长江计算科技有限公司有害物质管控清单》进行修订的，买方向供方发出书面修订通知及新的《武汉长江计算科

技有限公司有害物质管控清单》之文本。自上述书面修订通知到达供方之日起, 供方应按照买方提供的最新《武汉长江计算科技有限公司有害物质管控清单》向买方提供合格的产品, 双方不再另行签订《环保协议》或补充协议。

During the term of the Supply Cooperation Agreement, provided the Control List of Hazardous Substances of **FiberHome Supermicro Information Technology Co.,**

Ltd is amended by the Purchaser, the Purchaser shall send a written notice regarding such amendment to the Supplier accompanied by the text of the updated version of the Control List of Hazardous Substances of Wuhan Yangtze Computing Technologies Co.,LTD. The Supplier shall supply to the Purchaser Products satisfying requirements under the updated version of the Control List of Hazardous Substances of **FiberHome**

Supermicro Information Technology Co., Ltd upon the Supplier's receipt of the written notice regarding the amendment. The Parties agree that the Parties will not enter into any other Environmental Protection Agreement or supplemental agreement for the purpose of such amendment of the Control List of Hazardous Substances of **FiberHome Supermicro Information Technology Co., Ltd.**

- 2.4 为本协议之目的, “有害物质”应指《武汉长江计算科技有限公司有害物质管控清单》中所列明的物质。

For the purpose of this Agreement, Hazardous Substances shall mean substances referred to under the Control List of Hazardous Substances of Wuhan Yangtze Computing Technologies Co.,LTD.

3 供方义务

Obligations of the Supplier

- 3.1 供方在依据《供应合作协议》第一次向买方交付产品前, 必须向买方提供产品的物质安全数据表(或称作材料/化学成分表)和有害物质检测报告。有害物质检测报告应由经双方认可的第三方有害物质含量检测机构出具。每份有害物质检测报告应自其出具之日起一(1)年内有效, 供方在到期前一(1)个月内应提交新的有害物质检测报告。买方应当对供方提供的测试数据、资料、报告保密, 但买方可以根据法律规定、相关主管部门或买方客户的要求, 在必要限度内公开供方提供的测试数据、资料或报告。

Prior to the first delivery of Products to the Purchaser pursuant to Supply Cooperation Agreement, the Supplier shall submit the Material Safety Data Sheet (also known as materials/chemical composition table) of the Products and the Hazardous Substances test report of the Products issued by a third party hazardous substances testing agency

as agreed by both Parties. Each Hazardous Substances test report shall be valid for a period of one (1) year since the date of its issuance. The Supplier shall submit an updated Hazardous Substances test report to the Purchaser one (1) month prior to the expiration of each Hazardous Substances test report. The Purchaser shall keep the test data, materials and report provided by the Supplier confidential. While the Purchaser may disclose the test data, materials or report provided by the Supplier to the necessary extent as required by laws and regulations, competent administrative authorities, or clients of the Purchaser.

- 3.2 对于任何产品的原材料（包括但不限于油、脂、胶、表面处理基础材料、燃料添加剂等）、供应商、加工工艺等环境管理因素发生变更时，供方除了应遵守《供应商 PCN 管理协议》外，供方应在变更前向买方提出书面变更申请书，并向买方提供更新后的物质安全数据表和相关检测报告，经买方同意后方可进行变更。若供方未经买方书面同意而擅自作出任何变更，或在向买方提交的书面变更申请书或相关的更新后的物质安全数据表和检测报告中提供虚假信息，买方因此而遭受的全部损失由供方承担，包括但不限于因该等发生变更的产品销售后所产生的产品责任而造成的损失。

Provided any change in the raw materials (including without limitation oil, grease, glue, surface treatment base materials and fuel additives), supplier, process and other environmental management factors of any Product occurs, in addition to compliance with Supplier PCN Management Agreement, the Supplier shall submit an Application for Change in writing prior to such change, accompanied by updated Material Safety Data Sheet and related test report. Any such change shall only be conducted with the consent of the Purchaser. Provided that the Supplier makes any unauthorized change before obtaining written consent from the Purchaser or, provides false information to the Purchaser in the written Application for Change or the related updated Material Safety Data Sheet and test report, the Supplier shall be liable for all or any losses suffered by the Purchaser thereby, including without limitation any loss in connection with product liability caused after the sale of such changed Product.

- 3.3 供方应自产品符合环保标准要求的相关证明资料出具之日起至少十（10）年内保留该等证明资料，该等证明资料包含但不限于进货检验报告、物质安全数据表、有害物质检测报告等资料。

The Supplier shall keep materials certifying the Products' compliance with Environmental Protection Requirements for at least ten (10) years after the date of such materials' issuance. Such materials include but are not limited to inspection report, Material Safety Data Sheet and Hazardous Substances test report.

- 3.4 供方在此陈述并保证其提供的检测结果及相关资料完整、真实、有效且不具有任何重大错误或遗漏。任何因供方违反前述陈述与保证而对买方造成的损失由供方承担。

The Supplier hereby represents and warrants that the test results and related materials provided by it are complete, true, valid and free from any substantial misstatement or omission. The Supplier shall be liable for any loss suffered by the Purchaser as a result of the Supplier's violation of the foregoing representation and warranty.

- 3.5 供方应按照买方要求对产品标注 RoHS 标识。若买方在验收期内发现供方没有根据买方要求对产品标注 RoHS 标识, 买方有权拒绝接受该等产品。验收期应为自该等产品交付买方之日起三十 (30) 日内。

As requested by the Purchaser, the Supplier shall label the Products with RoHS markings. During the inspection period, which shall be thirty (30) days upon the delivery of a Product, the Purchaser has the right to reject any Product that has not been duly labeled with RoHS markings as requested by the Purchaser.

4 买方权利与救济 Rights and Remedies of the Purchaser

- 4.1 买方可以自行对产品进行检测, 以及不定期对供方采取的管控措施进行检查, 供方应买方要求应当给予合理的配合。如买方检测或检查结果显示, 任何产品含有的有害物质含量不符合环保标准的规定, 或因供方未能采取合理的管控措施而导致任何产品存在环保问题/隐患、环保管控不能满足买方要求时 (该些有害物质含量不符合环保标准规定的产品以及因供方未能采取合理管控措施而受到影响的产品以下统称为“瑕疵产品”), 经书面通知供方并附检测或检查结果后 (以下称“救济通知”) 买方将享有下列救济:

The Purchaser may conduct test on the Products supplied by the Supplier, and irregularly examine the management and control measures taken by the Supplier, and the Supplier shall cooperate with the Purchaser as reasonably requested by the Purchaser. Provided that the result of the test or examination conducted by the Purchaser shows the amount of any Hazardous Substances contained by any Product violates any of the Environmental Protection Requirements, or there is any environmental protection problems or hidden problems in any Products or the environment protection management and control fails to satisfy the Purchaser's requirements as a result of the Supplier's failure to take reasonable management and control measures (such Products the amount of Hazardous Substances contained by which violates any of the Environmental Protection Requirements and Products affected by the Supplier's failure to take reasonable management and control measures herein after referred to as "Defective Product"), the Purchaser is entitled to the following remedies after sending written notice to the Supplier accompanied by the result of test or examination (the "Remedy Notice"):

- 4.1.1 要求供方停止生产所有瑕疵产品;

Requesting the Supplier to suspend the production of all the Defective Products;

- 4.1.2 要求供方于收到救济通知之日起三十(30)日内, 自负费用解决检测或检查结果显示的问题, 并提交检测报告或其他书面材料以证明相关问题已得到解决;

Requesting the Supplier to solve all or any problems as indicated by the result of test or examination at the cost of the Supplier within thirty (30) days upon Supplier's receipt of the Remedy Notice, and submit test report or other written materials certifying that such problems have been duly solved;

- 4.1.3 要求供方自负费用召回已向买方交付的瑕疵产品;

Requesting the Supplier to recall all the Defective Products that have been delivered to the Purchaser at the cost of the Supplier;

- 4.1.4 降低根据《供应合作协议》向供方采购的产品的数量, 或单方面决定终止《供应合作协议》。

Reducing the quantity of Products purchased from the Supplier according to Supply Cooperation Agreement or terminating Supply Cooperation Agreement at the sole option of the Purchaser.

买方根据本第 4.1 条享有的各项救济是互为累积而不互相排斥的, 且买方享有的该等救济不影响供方应对买方承担的违约责任。

The remedies the Purchaser entitled to under this Article 4.1 are cumulative and not exclusive. Such remedies of the Purchaser shall be without prejudice to the liabilities borne by the Supplier due to breach of this Agreement.

- 4.2 若供方对买方检测或检查的结果有异议, 应自收到救济通知之日起十五(15)日内书面告知买方其异议(以下称“异议通知”)。双方应充分沟通以达成一致意见。如双方自买方收到异议通知之日起十五(15)日内不能达成一致, 则应当由双方认可的第三方检测机构对由买方从相关批次产品中抽取的样品进行检测或对供方采取的管控措施进行检查。若该等第三方机构的检测或检查结果显示样品含有的有害物质含量符合环保标准的要求或供方已采取合理的管控措施, 则检测或检查费用由买方承担; 若检测或检查结果显示样品含有的有害物质含量不符合环保标准的要求或供方未能采取合理的管控措施, 检测或检查费用由供方承担。

In the case where the Supplier has any different opinion as of the result of test or examination conducted by the Purchaser, the Supplier shall notify the Purchaser in writing about such disagreement (the “Disagreement Notice”) within fifteen (15) days upon receipt of the Remedy Notice. Both Parties shall fully discuss with each other in order to settle such disagreement. Provided the Parties fail to reach an agreement

within fifteen (15) days upon Purchaser's receipt of the Disagreement Notice, a third party testing agency recognized by both Parties shall be engaged to conduct test on samples selected by the Purchaser from the relevant batches of Products, or examine the management and control measures taken by the Supplier. Provided the result of the test or examination conducted by such third party agency indicates that the amount of Hazardous Substances contained in the samples is in compliance with the Environmental Protection Requirements, or the Supplier has taken reasonable management and control measures, the cost for the test or examination shall be borne by the Purchaser; provided he result of the test or examination conducted by such third party agency indicates that the amount of Hazardous Substances contained in the samples violates any of the Environmental Protection Requirements, or the Supplier has not taken reasonable management and control measures, the cost for the test or examination shall be borne by the Supplier.

5 违约责任

Liabilities for Breach of this Agreement

- 5.1 供方违反其在本协议项下义务的, 应按照违约行为发生时上一年度买方根据《供应合作协议》向供方下达的采购订单总金额的 10%向买方支付违约金, 并按双方签订的《供应合作协议》、《质量协议》及本协议约定承担其他责任。违约金不足弥补买方损失的, 供方应对该等不足部分承担赔偿责任。

In case of any breach of its obligations hereunder by the Supplier, the Supplier shall pay the Purchaser liquidated damages as per 10% of payments under all the purchase orders placed by the Purchaser to the Supplier pursuant to Supply Cooperation Agreement in the calendar year prior to the breach by the Supplier and undertake the other liabilities as set forth under Supply Cooperation Agreement, Quality Agreement and this Agreement by and between the Parties. Where the forgoing liquidated damages are insufficient to cover the Purchaser's losses, the Supplier shall compensate for such insufficient part.

- 5.2 如买方因产品违反环保标准被主管部门调查、处罚或应对买方客户、产品最终使用者、其他第三方承担责任的, 供方应依买方之要求协助买方对相关调查或其他程序进行应对。对于买方因此产生的费用及遭受的损失, 包括但不限于刑事罚款、行政罚款、货物损失、损害赔偿金、产品召回费用、诉讼费、律师费等, 供方应向买方承担赔偿责任。

Provided as a result of the Products' incompliance with any of the Environmental Protection Requirements, the Purchaser is investigated or penalized by any administrative authorities, or is liable to clients of the Purchaser, end users of the Products or other third parties, the Supplier shall assist the Purchaser in the response to such investigation or other proceedings as requested by the Purchaser. The costs and losses therefore suffered by the Purchaser, including without limitation criminal penalties, administrative penalties, loss on products, damages paid by the Purchaser,

product recall costs, litigation costs and attorney's fee, shall be compensated by the Supplier.

6 其他条款

Miscellaneous

- 6.1 本协议自双方授权代表签字并加盖公章或合同专用章之日起生效, 长期有效, 直至双方协商一致终止本协议或《供应合作协议》。对本协议条款的任何变更, 须经双方协商一致并达成书面协议。

This Agreement shall become effective upon executed by the authorized representatives of both Parties and stamped with the official seals or the special seals for contractual use of both Parties, and shall remain valid until both Parties agree to terminate this Agreement or the Supply Cooperation Agreement. Any revision or amendment to the terms contained herein must be agreed by both Parties and set forth in the form of a written agreement.

- 6.2 本协议的成立、效力、解释、执行和争议解决适用中华人民共和国(为本第 6.2 条之目的, 不包香港特别行政区、澳门特别行政区和台湾)法律, 凡因本协议引起的或与本协议有关的任何争议, 应由双方协商解决。若协商不成, 任何一方均有权向本协议签订地有管辖权的人民法院提起诉讼。

The formation, validity, construction, implementation and dispute resolution of this Agreement shall be governed by the laws of People's Republic of China (for the purpose of this Article 6.2 excluding Hong Kong, Macao, and Taiwan). Any dispute arising from or in connection with this Agreement shall be resolved by both parties through negotiation. In case where the negotiation fails, either Party may bring a lawsuit to the competent people's court having jurisdiction over the place where this Agreement is executed.

- 6.3 本协议应作为《供应合作协议》的附件, 本协议与《供应合作协议》及其他附件约定存在冲突时, 以本协议约定为准。

This Agreement shall be an Annex to the Supply Cooperation Agreement. In case of any conflict between this Agreement and the Supply Cooperation Agreement or other Annexes thereto, this Agreement shall prevail.

- 6.4 本协议以中英文书就, 如中英文表述不一致的, 以中文表述为准。

This Agreement is made in Chinese and English. In case of any inconsistency between the Chinese version and the English version of this Agreement, the Chinese version of this Agreement shall prevail.

- 6.5 本协议一式两份, 双方各执一份, 具有同等法律效力。

This Agreement shall be executed in two (2) copies, one for each Party. Each copy shall have the same legal force and effects.

(本页以下无正文)

(The remainder of this page is left blank intentionally)

双方于 2024 年 9 月 6 日促使各自的授权代表对本协议进行签署并加盖公章或合同专用章。

In witness whereof, the Parties cause their authorized representatives to execute and stamp this Agreement with their respective official seals or the special seals for contractual use on the date of [].

买方（盖章）：武汉长江计算科技有限公司

Purchaser (Seal): Wuhan Yangtze Computing Technologies Co., LTD

法定代表人或授权代表（签字）：

Legal representative or authorized representative (Signature):

签订日期：

Date:

供方（盖章）：深圳市飞荣达科技股份有限公司

Supplier (Seal): Shenzhen FRD Science & Technology Co., LTD

法定代表人或授权代表（签字）：

Legal representative or authorized representative (Signature):

签订日期： 2024.9.6

Date:

附件 1

Schedule1

武汉长江计算科技有限公司有害物质管控清单

Control List of Hazardous Substances of Wuhan Yangtze Computing Technologies Co.,LTD,
Ltd.

武汉长江计算科技有限公司有害物质管控清单			
版本信息	Ver1.0	发布日期	2019/7/31
一、有毒有害物质			
物质		最大允许含量	
镉(Cd)		0.01%(100ppm)	
铅(Pb)		0.1%(1000ppm)	
汞(Hg)		0.1%(1000ppm)	
六价铬（Cr ⁶⁺ ）		0.1%(1000ppm)	
多溴联苯（PBBs）		0.1%(1000ppm)	
多溴二苯醚(PBDEs)		0.1%(1000ppm)	
邻苯二甲酸二乙基己酯 (DEHP)		0.1%(1000ppm)	
邻苯二甲酸丁苄酯 (BBP)		0.1%(1000ppm)	
邻苯二甲酸二丁酯 (DBP)		0.1%(1000ppm)	
邻苯二甲酸二异丁酯 (DIBP)		0.1%(1000ppm)	
二、包装材料			
物质		含量限制	
镉(Cd)、铅(Pb)、汞(Hg)、六价铬（Cr6+）		总量不超过 0.01%(100ppm)	
三、电池			
物质		最大允许含量	
镉(Cd)		0.002%（20ppm）	
汞(Hg)		0.0005%（5ppm）	
标识要求：当电池、蓄电池汞(Hg)含量超过 0.0005%(5ppm),或镉(Cd)含量超过 0.002%(20ppm),或铅(Pb)含量超过 0.004%(40ppm)时，应标注相应元素的符号，具体参考 93/86/EEC			

Control List of Hazardous Substances of Wuhan Yangtze Computing Technologies Co.,LTD, Ltd

Number of Version: Ver1.0

Date of release: July 31, 2019

I. Restricted substances

Substance	Maximum limit
Cadmium(Cd)	0.01%(100ppm)
Lead(Pb)	0.1%(1000ppm)
Mercury(Hg)	0.1%(1000ppm)
Hexavalent chromium (Cr ⁶⁺)	0.1%(1000ppm)
Polybrominated biphenyls (PBBs)	0.1%(1000ppm)
Polybrominated diphenyl ethers(PBDEs)	0.1%(1000ppm)
Bis (2-ethylhexyl) phthalate(DEHP)	0.1%(1000ppm)
Butyl benzyl phthalate(BBP)	0.1%(1000ppm)
Dibutyl phthalate(DBP)	0.1%(1000ppm)
Diisobutyl phthalate(DIBP)	0.1%(1000ppm)

II. Packing material

Substance	Content restriction
Cadmium(Cd),Lead(Pb,Mercury(Hg),Hexavalent chromium (Cr ⁶⁺)	Total amount not exceeding 0.01%(100ppm)

III. Batteries

Substance	Maximum limit
Cadmium(Cd)	0.002% (20ppm)
Mercury(Hg)	0.0005% (5ppm)

Marking Requirements: According to 93/86/EEC, corresponding symbols of chemical elements shall be attached to batteries or rechargeable batteries which contain mercury (Hg) exceeding 0.0005% (5ppm), cadmium (Cd) exceeding 0.002% (20ppm), or lead (Pb) exceeding 0.004% (40ppm).