



【编号：IC-AP-2019-0018】

## LOGISTIC PLATFORM DISTRIBUTORSHIP AGREEMENT

## 平台型经销商协议

### THIS LOGISTIC PLATFORM DISTRIBUTORSHIP AGREEMENT

("Agreement") is entered into effective as of the Effective Date contained in Schedule A, between BSC International Medical Trading (Shanghai) Co., Ltd., a limited company duly registered in and according to the laws of the People's Republic of China and having its registered address at Part A, 2nd Floor, No. 68, Ri Jing Road, China (Shanghai) Poilt Free Trade Zone, Shanghai 200131, P.R.C ("BSC"), which is a wholly owned subsidiary of Boston Scientific Corporation, a Delaware corporation having its principal place of business at One Boston Scientific Place, Natick, Massachusetts 01760, United States of America, and the company identified in Schedule A ("DISTRIBUTOR").

本平台型经销商协议（“协议”）签署方为波科国际医疗贸易（上海）有限公司（“BSC”）和附件 A 所指明的公司（“经销商”）。本协议于附件 A 所列的日期生效。BSC 是一家按中华人民共和国法律登记设立的有限责任公司，注册地址为：中国（上海）自由贸易试验区日京路 68 号生产楼第二层 A 部位，邮编 200131，BSC 是波士顿科学公司的全资子公司，波士顿科学公司是一家特拉华州的公司，经营地址为：美国马塞诸塞州那提克市一号波士顿科学广场，邮编 01760。

### WITNESSETH

### 概述

WHEREAS, BSC is in the business of selling various medical devices primarily used to perform less invasive medical procedures; and

鉴于，BSC 的业务是销售各种主要用于实施微创医疗手术的医疗器械；

WHEREAS, BSC and DISTRIBUTOR desire to enter into a non-exclusive distributorship agreement covering certain Boston Scientific product lines under the terms and conditions set out below.

鉴于，BSC 和经销商均希望就某些波士顿科学的产品按照如下条款签署一份非独家经销协议。

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

因此，经双方友好协商，达成如下协议：

#### 1. DISTRIBUTION

1.1 Products. The products that are subject to this Agreement (the "Products") shall be those products identified on Schedule B hereto, together with such

#### 1. 经销

1.1 产品 受本协议约束的产品（“产品”）应为在本协议附表 B 中指明的产品，以及不定期



other products as may from time to time be included thereon by mutual written agreement of the parties. DISTRIBUTOR acknowledges that Schedule B will not necessarily include all products sold by BSC, and that Products are subject to modification or discontinuance by BSC upon notice to DISTRIBUTOR.

## 1.2 Appointment.

1.2.1 Effective as of the Effective Date of this Agreement, BSC hereby appoints DISTRIBUTOR, and DISTRIBUTOR accepts such appointment, as a distributor for the promotion, sale, and delivery of Products in the geographical area described on Schedule C hereto (the “Territory”) subject to the terms and conditions set forth in this Agreement.

1.2.2 DISTRIBUTOR shall not directly or indirectly sell or promote the sale of the Products outside the Territory or locate or utilize an office, branch, or distribution depot for the sale of the Products outside the Territory. DISTRIBUTOR shall immediately notify BSC if it becomes aware that any DISTRIBUTOR customer exports or sells or plans to export or sell any of the Products outside the Territory.

1.3 Noncompetition. DISTRIBUTOR represents that as of the Effective Date there are no agreements in effect providing for the sale by DISTRIBUTOR of products that compete with the Products covered hereby and that DISTRIBUTOR is not precluded by any contractual obligation or any other reason from entering into or performing under this Agreement. DISTRIBUTOR agrees that during the term of this Agreement DISTRIBUTOR will not, directly or indirectly, sell or promote any products that compete with the Products covered hereby.

1.4 Sub-Distributors. DISTRIBUTOR shall have the right to recommend and appoint sub-distributors to BSC according to market and BSC requirements. DISTRIBUTOR agrees that it will not establish any sub-distributors without the prior written consent of BSC. It is understood that such appointment shall be

地经双方书面的一致协议包括在内的其他产品。经销商承认，附表 B 并不必然包含 BSC 出售的全部产品，BSC 可在通知经销商后予以修改或中止协议产品。

## 1.2 指定

1.2.1 BSC 特此依据本协议中的条款指定经销商，且经销商接受该指定，作为在本协议附表 C 中描述的地理区域（“地域”）促销、销售和交付产品的经销商，该指定自本协议生效日起生效。

1.2.2 经销商不得直接或间接地在该地域之外销售或促销产品，不得为了销售产品在该地域之外设置或启用办事处、分支机构或配送站。如果获悉任何经销商的客户将任何产品出口或销售或计划出口或销售到该地域之外，经销商应立即通知 BSC。

1.3 非竞争 经销商承诺，自生效日起，没有任何生效协议规定经销商销售与本协议所涵盖产品相竞争的产品；也无任何合同义务或任何其他原因妨碍经销商订立或履行本协议。经销商同意，在本协议期限内，经销商不得直接或间接地销售或促销任何与本协议所涵盖产品相竞争的产品。

## 1.4 分经销商

经销商有权利根据其授权市场情况以及应 BSC 的要求推荐并指定分经销商。经销商同意，未经 BSC 事先书面同意，其不得设立任何分经销商。此类指定应仅以经销商的名义并由经销商负责，指定期限不得长于本协议的期限。经销商授予任何分



made only in the name and for the account of DISTRIBUTOR and shall be for a term no greater than the term of this Agreement. DISTRIBUTOR shall not grant to any sub-distributor any rights greater than those which are granted by BSC to DISTRIBUTOR under this Agreement. Prior to engaging a potential sub-distributor, DISTRIBUTOR shall conduct due diligence in order to determine: (a) whether any owners, officers, directors, employees, agents or representatives of the proposed sub-distributor are themselves government officials; and (b) whether any red flags exist with respect to the potential sub-distributor suggesting that the potential sub-distributor has a history of, or reputation for, dishonesty or corruption. The results of this due diligence shall be made available to BSC upon request. DISTRIBUTOR shall also impose on any sub-distributor in a sub-distributor contract the same obligations as BSC has imposed on DISTRIBUTOR under this Agreement for the purpose of protecting the goodwill of BSC and the Products, including, but not limited to clauses governing distribution of products, legal requirements, quality requirements, regulatory approvals, acceptance of the right to conduct business reviews, reports and other information and purchase through proper channels. BSC may direct DISTRIBUTOR to terminate the distributorship of a sub-distributor if the sub-distributor breaches its agreement with DISTRIBUTOR or fails to correct breaches that are capable of being corrected. BSC may require DISTRIBUTOR to modify the agreement with sub-distributors at any time. DISTRIBUTOR shall insure that all its sub-distributors comply with any regulatory requirements with respect to the Products. DISTRIBUTOR shall defend, indemnify, and hold BSC harmless against any claim, loss, liability, or expense (including attorney's fees and court costs) arising out of or based upon any claim made by any of DISTRIBUTOR's sub-distributors, sales representatives, or employees against BSC.

DISTRIBUTOR shall not change the service level and service model of sub-distributors without BSC's

经销商的任何权利，不得超出由 BSC 依本协议授予经销商的权利。在指定任一潜在的分经销商之前，经销商应开展尽职调查以确定：（a）拟定的分经销商的任一所有人、管理人员、董事、普通职员、代理人或代表是否为政府官员；及（b）是否存在任何有关潜在的分经销商的警示，其表明潜在的分经销商有欺诈或腐败的记录或不良声誉。该尽职调查的结果应按 BSC 的要求向 BSC 提供。经销商还应为所有分经销商设置与依本协议由 BSC 给经销商设置的义务相同的义务，包括但不限于产品经销、法律要求、质量要求、监管审批、商务审查、报告及信息提交、渠道采购等管理条例，并放入《二级经销合同》中，以保护 BSC 及产品的商誉。如分经销商有任何违反其与经销商签订的二级经销合同项下的义务和承诺的，或未能及时纠正其违反行为的；BSC 有权要求经销商终止该分经销商经销权。BSC 有权在任何时候要求经销商对其与分经销商的《二级经销合同》进行修改。经销商应确保其全部分经销商遵守任何与产品有关的监管要求。凡是因或基于由经销商的任何分经销商、销售代表或员工对 BSC 提起的任何索赔而发生的索赔、损失、责任或费用（包括律师费用和诉讼费用），经销商均应使 BSC 免责、并为 BSC 辩护、对 BSC 补偿、并使 BSC 免受损害。

经销商不得擅自更改下属分经销商的服务水准及服务模式。如有需要，经销商须事先通知 BSC，经过 BSC



prior written consent. BSC may determine sub-distributor's territory and sales quota. BSC may require DISTRIBUTOR to adjust sub-distributor's territory and sales quota if a sub-distributor's qualifications and service levels do not meet BSC's standards.

DISTRIBUTOR shall assess and pay the rebate to sub-distributors according to contract between the two parties and inform BSC in writing. BSC may postpone or deduct the rebate or deposit of DISTRIBUTOR in the case that DISTRIBUTOR postpones or fails to pay any rebates to sub-distributors without convincing reasons or evidence.

**1.5 Manufacturer's Representative.** BSC or its affiliated companies shall have the right, at their option and expense, to maintain representatives in or supporting the Territory from time to time to participate in the marketing, sale, and after-sale support of the Products. If BSC or its affiliated companies elect to maintain such representatives, DISTRIBUTOR shall share information and cooperate in good faith in connection with all material contacts and activities with customers and potential customers. DISTRIBUTOR agrees that during the term of this Agreement and for a period of one year thereafter it will not, without BSC's consent, induce or solicit any such Boston Scientific personnel to terminate their employment with Boston Scientific in order to become employed by, or otherwise affiliated with, DISTRIBUTOR.

**1.6 Non-Agency.** The parties acknowledge that DISTRIBUTOR is an independent contractor, and that neither the making of this Agreement nor the performance of any of the provisions hereof shall be construed to constitute DISTRIBUTOR or any of its agents acting hereunder an agent or legal representative of BSC for any purpose, nor shall this Agreement be deemed to establish a joint venture, partnership, franchise, agency, or employer-employee relationship. DISTRIBUTOR is not granted, and shall not exercise, the right or

书面同意后, 经销商方可更改分经销商的服务类型及模式。BSC 有权确定分经销商的覆盖区域以及销售指标。如果分经销商的能力与服务不符合 BSC 要求, BSC 有权要求经销商调整分经销商的经销区域及指标。

经销商应根据与分经销商的经销合同评估并支付其相应的销售返利金额, 同时以书面形式告知 BSC 相关部门以供备案。如果经销商无充分理由延误或未能支付分经销商应得的返利, BSC 有权延缓或相应扣除经销商待发放的返利, 或保证金等。

**1.5 制造商代表** BSC 或其关联的公司有权依其自主决定, 自付费用, 在该地域内保留代表或不定期地为该地域提供支持, 以参与产品的营销、销售和售后服务。如 BSC 或其关联公司选择保留该等代表, 经销商应与 BSC 共享信息, 并在与客户及潜在客户的全部实质性联系与活动中要与 BSC 进行善意的合作。经销商同意, 在本协议期限内及此后一年内, 未经 BSC 的同意, 经销商不得诱使或招揽波士顿科学的任何人员终止与波士顿科学的雇佣协议, 以受雇于或附属于经销商。

**1.6 非代理关系** 双方承认, 经销商是独立订约方, 不论本协议的订立还是本协议任何规定的履行, 均不得被解释为经销商或其任一代理人据此成为 BSC 的以任何目的的代理人或法人代表。本协议也不得被视为设立合资、合伙、特许、代理或雇主-雇员关系。经销商未经授权, 不得以 BSC 或其关联公司的名义行使承担或设立任何义务或责任。





authority to assume or create any obligation or responsibility on behalf of or in the name of BSC or its affiliated companies.

1.7 Remuneration. Except as otherwise provided herein, DISTRIBUTOR shall not be entitled to any remuneration of any nature whatsoever other than the profit it makes on the sale of Products to its customers in the Territory.

## 2. PURCHASE OF PRODUCTS AND TERMS OF SALE

### 2.1 Quotas.

2.1.1 The parties agree to the quota levels set forth in Schedule D hereto (or as it may be amended from time to time by mutual agreement of the parties) as the minimum requirements for DISTRIBUTOR purchases of Products from BSC.

2.1.2 DISTRIBUTOR agrees that the minimum purchase requirements appearing on Schedule D hereto are reasonable in view of the market potential of the Territory and acknowledges that all such minimum requirements have been established as the result of a mutual examination of market potential and negotiations between the parties.

2.1.3 It is further agreed that in the event additional Products are added to Schedule B hereto, the minimum purchase requirements for such Products will be determined by BSC after consultation with DISTRIBUTOR, and such new minimum purchase requirements will be incorporated in and be made subject to the terms of this Agreement.

### 2.2 Orders.

2.2.1 DISTRIBUTOR shall purchase from BSC, and BSC shall sell to DISTRIBUTOR, such quantities of Products as DISTRIBUTOR may order from time to time pursuant to the terms of this Agreement. Orders shall be placed by written purchase order or system input and submitted by mail or facsimile, or by other means agreed upon by

1.7 酬金 除本协议另有规定外，经销商无权获得任何性质的任何酬金，但经销商在该地域内向客户销售产品所获的利润除外。

## 2. 产品采购与销售条款

### 2.1 购买额

2.1.1 双方同意，本协议附表 D 中所述的购买额标准（或不定期地经双方一致同意予以修改的购买额标准）是经销商从 BSC 采购产品的最低要求。

2.1.2 经销商同意，鉴于该地域的市场潜力，本协议附表 D 中显示的最低购买要求是合理的，并承认，全部此类最低要求的设立均为双方对市场潜力共同进行考察并协商的结果。

2.1.3 双方进一步同意，若向本协议附表 B 增加其他产品，则此类产品的最低采购要求将由 BSC 在与经销商协商后予以确定，此类新的最低采购要求将并入本协议，受本协议条款约束。

### 2.2 订单

2.2.1 经销商应从 BSC 采购，且 BSC 应向经销商销售，如经销商按本协议条款不定期地订购的数量的产品。订单应采用书面或系统采购订单的形式，并通过信件或传真，或双方约定的其他方式提交。任何订单在 BSC 以书面形式或 BSC 要求的其他方式接受之前，对 BSC 均无约束力。若经销商与 BSC 的标准印刷版采购/销售条款之间相



the parties. No order shall be binding upon BSC until the same shall have been accepted in writing by BSC, or by other means determined by BSC. In case of conflict between the standard printed terms of purchase/sale of DISTRIBUTOR and BSC, the latter shall prevail, but in no event shall either party's standard terms override any provisions of this Agreement.

2.2.2 Notwithstanding any other provision hereof, it is agreed that the obligation of BSC to sell any Product to DISTRIBUTOR is subject to the availability of such Product. BSC shall make reasonable efforts to fill each order that is accepted, but BSC shall not be liable for damages caused by failure to ship or delay in shipment for any reason, including without limitation the unavailability of Products as a result of production shortfalls, recalls, or other factors. If BSC believes that it will not be able to satisfy DISTRIBUTOR's requirements for the Products, it shall promptly notify DISTRIBUTOR, specifying the reasons for the expected delay and its anticipated duration.

### 2.3. Prices.

2.3.1. Prices for the Products as of the Effective Date of this Agreement shall be as set forth on Schedule B hereto. These prices are exclusive of shipping charges and other charges which will be imposed on DISTRIBUTOR pursuant to Section 2.5 hereof. BSC reserves the right to change prices charged for Products at any time upon notice to DISTRIBUTOR. Orders will be invoiced at prices in effect at the time of BSC's receipt of an order.

2.3.2 Nothing contained herein shall be deemed to limit in any way the right of DISTRIBUTOR to determine the prices at which or the terms on which the Products purchased by DISTRIBUTOR may be resold.

2.4 Payments. All payments due to BSC pursuant to this Agreement shall be paid according to the payment terms set forth on Schedule E hereto. All payments to BSC pursuant to this Agreement shall

互抵触, 应以 BSC 的为准, 但无论如何, 任何一方的标准条款均不得推翻本协议的任何规定。

2.2.2 不论本协议是否有任何其他规定, 双方同意, BSC 向经销商销售任何产品的义务取决于此类产品的可获得性。BSC 应尽合理努力履行其接受的每份订单, 但 BSC 对于因无论何故导致的未装运或装运迟延所造成的损害概不负责, 包括但不限于因产量不足、召回或其他因素导致无法获得产品。如 BSC 认为将无法满足经销商对于产品的要求, 应立即通知经销商, 指明可能迟延的原因及预计持续的期限。

### 2.3. 价格

2.3.1. 自本协议生效日起, 产品的价格应为本协议附表 B 中所述的价格。这些价格不含根据本协议第 2.5 条将向经销商收取的运费及其他费用。无论何时, BSC 有权在通知经销商后更改对产品的价格。发票将按照 BSC 收到订单时执行的价格出具。

2.3.2 本协议所述的任何内容, 均不得视为以任何形式限制经销商确定将经销商所采购的产品据以转售的价格或条款的权利。

2.4 支付 依本协议应付给 BSC 的全部款项均应按照本协议附表 E 中所述的支付条款进行支付。依本协议应付给 BSC 的全部款项均应免于抵销或反索赔, 且不得扣减任何其他费用。BSC 在



be made without set-off or counterclaim and without deduction for any other charges. BSC shall retain a security interest in the Products until full payment is made, and DISTRIBUTOR shall assist BSC in any local recording of such security interest. If DISTRIBUTOR fails to make any payment when due, BSC shall have the right to take whatever action it deems appropriate or necessary, including, but not limited to, requiring immediate return of unsold Products, refusal of further orders, requiring payment in full before shipment, or termination of this Agreement pursuant to Section 6.2 hereof.

**2.5 Shipping.** Products shall be handed over to the designated transportation company or specified driver by DISTRIBUTOR at BSC's warehouse. Title and risk of loss of the Products shall pass to DISTRIBUTOR upon the hand over completion with the driver signing on the Delivery. DISTRIBUTOR shall bear the cost of shipping and cargo insurance. DISTRIBUTOR shall provide an authorization letter of designated transportation company or driver to BSC.

**2.6 Alternate Suppliers.** The parties acknowledge that DISTRIBUTOR's orders for Products under this Agreement may from time to time be supplied by other affiliated entities of BSC within the Boston Scientific Corporation group of companies, and the parties agree that any such sales shall otherwise be governed by the terms of this Agreement (including without limitation the minimum purchase quota and credit limit provisions hereof).

### 3. OBLIGATIONS OF DISTRIBUTOR

**3.1 Distribution of Products.** DISTRIBUTOR agrees to devote DISTRIBUTOR's best efforts to (i) develop the use and sale of the Products in the Territory, and (ii) furnish such service of accounts as will enable DISTRIBUTOR adequately to develop and maintain the goodwill of customers and prospective customers and their acceptance of the Products. To this end, DISTRIBUTOR will

款项付讫前应保留产品的担保权益，经销商应在有关此类担保权益的任何当地登记方面为 BSC 提供协助。如经销商未支付任何到期款项，BSC 有权采取其认为适当的或必要的任何措施，包括但不限于要求立即返还未售产品，拒绝其他订单，要求在装运前付讫，或按照本协议第 6.2 条终止本协议。

**2.5 装运** 产品应在 BSC 的仓库交付给经销商指定的运输公司或指定的司机。自交付完毕、司机签署交货单时起，产品的所有权和损失风险转移至经销商。经销商应承担运输和货物保险的费用。经销商应向 BSC 提供对指定运输公司或司机的授权书。

**2.6 替代供应商** 双方承认，经销商依本协议提交的产品订单，可以不定期地由波士顿科学公司集团内的 BSC 的其他关联实体供应。双方同意，任何此类销售均应受本协议条款管辖（包括但不限于本协议的最低采购限额及信用限额的规定。）

### 3. 经销商的义务

**3.1 产品经销** 经销商同意尽其最大努力 (i) 开发在该地域内的产品用途和销售，及 (ii) 提供各种客户服务，以使经销商充分建立并维护对客户及未来客户的商誉，以及促使他们接受产品。为了这一宗旨，经销商应自付费用，组建一个由经验丰富、能力优秀的人员组成的服务组织，并提供合乎此类目的的技术培训。经销商还同意遵守 BSC 有关产品用途的推荐，维护足以满



maintain, at its own expense, a service organization with adequate experience, ability, and technical training for such purposes. DISTRIBUTOR also agrees to abide by BSC's recommendations regarding the use of the Products, and to maintain an inventory of the Products adequate for the Territory and plan orders adequately to meet customer delivery requirements.

**3.2 Legal Requirements.** DISTRIBUTOR agrees to comply with all laws, statutes, regulations and other legal requirements as well as applicable industry codes and not to place BSC in jeopardy of not complying with any such requirements. DISTRIBUTOR possesses and agrees to maintain all governmental licenses, permits, registrations, consents, approvals, and other authorizations necessary for: (i) the execution and delivery of this Agreement; (ii) the performance of this Agreement; and (iii) marketing and selling Boston Scientific Products in the Territory as specified herein. If any changes occur to above mentioned governmental licenses, permits, registrations, consents, approvals, and other authorizations, DISTRIBUTOR shall notify BSC and provide copies of the changed documents for BSC's filing within 10 working days after the effectiveness of the change.

DISTRIBUTOR understands that the Boston Scientific Code of Conduct and related Boston Scientific Policies and Procedures ("BSC Policies") require that the Products be sold only on the basis of quality, service, price and other legitimate clinical attributes, and that the payment of bribes for any purpose has no place in DISTRIBUTOR's performance under this Agreement and is absolutely prohibited. Furthermore, DISTRIBUTOR agrees to use good judgment, high ethical standards and honesty in DISTRIBUTOR's dealings with customers, end-users and employees, recognizing that even the appearance of unethical actions is not acceptable.

DISTRIBUTOR acknowledges and expressly agrees that certain laws of the United States of America and

足该地域的产品库存，并妥当安排订单，满足客户的交付要求。

**3.2 法律要求** 经销商同意遵守所有法律法规、规章制度及其他法律要求和现行的行业准则，不将 BSC 置于违反任何此类要求的危险境地。经销商持有并同意维护对于 (i) 本协议的签署和交付；(ii) 本协议的履行；及 (iii) 在本协议指定地域内营销和销售波士顿科学产品所必要的所有政府执照、许可、登记、同意、审批及其他授权。如上述政府执照、许可、登记、同意、审批及其他授权发生变更，经销商应于变更生效后的 10 个工作日内通知 BSC，并将变更后的文件副本提交 BSC 备案。

经销商理解，波士顿科学行为守则及相关的波士顿科学政策与程序（“BSC 政策”）要求仅基于质量、服务、价格及其他合法的临床特性销售产品，经销商依本协议的履行不含任何目的的行贿，此种行为是绝对禁止的。此外，经销商同意在与客户、最终用户及员工的交往中尽到良善的评判、高标准的道德及坦诚度，清楚即使貌似不道德的行为都是不被接受的。

经销商承认并明确同意，美国及其他国家的某些法律，包括但不限于《美国出口管制条例》、《美





other countries, including, without limitation, the United States Export Control Regulations, the United States Anti-Money Laundering laws, the United States Anti-Terrorism laws and the Foreign Corrupt Practices Act (collectively, “the Legislation”), may result in the imposition of sanctions on BSC or its affiliated companies in the event that, directly or indirectly, (i) Products are exported to various countries, including without limitation Cuba, Iran, North Korea, Syria, Sudan, or any country embargoed by Executive order or otherwise, or (ii) offers, promises, or payments are made to non-U.S. Government Officials or others for the purpose of influencing decisions favorable to BSC.

DISTRIBUTOR acknowledges that it is familiar with Boston Scientific’s Code of Conduct, BSC Policies, and the Legislation and expressly agrees, therefore, that in performing its obligations under this Agreement it shall comply at all times with Boston Scientific’s Code of Conduct and BSC Policies as communicated to DISTRIBUTOR from time to time and with the Legislation as if DISTRIBUTOR were subject to it, and that it will not take any action that would cause either party to violate Boston Scientific’s Code of Conduct, BSC Policies, or the Legislation, or that would have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

As used in this Agreement, the term “Government Official” includes any person who is: (a) an official or employee (elected, appointed, or career) of a non-U.S. federal, state, local, or municipal government; (b) an officer or employee of a non-U.S. government-owned or -controlled enterprise or organization, including physicians and healthcare professionals employed by state-owned or -controlled hospitals or clinics; (c) an officer or employee of a public international organization (e.g., UN, World Bank, EU, NATO, WTO); (d) an individual acting for, or on behalf of, any of the entities or organizations referred to in (a) - (c) above, even though he/she is not an employee of the entity

国反洗钱法》、《美国反恐怖法》及《反海外腐败法》（合称“法规”），在直接或间接地（i）出口产品到各个国家，包括但不限于古巴、伊朗、朝鲜、叙利亚、苏丹或被“美国总统令”或其他方式禁运的任何国家，或（ii）为了影响决策有利于 BSC 而向非美国政府官员或其他人员做出要约、许诺或付款的情形下，可能会导致对 BSC 或其关联公司实施制裁。经销商承认，其熟知波士顿科学的行为守则、BSC 的政策及“法规”，并因此明确同意，无论何时，其在依本协议履行义务时，均将遵守不定期地传达给经销商的波士顿科学的行为守则及 BSC 的政策，并如同经销商受其约束一样地遵守“法规”，不得采取可能导致任何一方违反波士顿科学的行为守则、BSC 的政策或“法规”的任何行为，不得采取企图或导致公开或商业贿赂、接受或默许勒索、回扣或其他获取业务的不合法或不正当手段的任何行为。

本协议所使用的术语“政府官员”包括下列任何人员：（a）非美国、联邦、州、地方或市政府（选举、委任或专职）的官员；（b）非美国政府所有或控制的企业或组织的管理人员或雇员，包括由国家所有或控制的医院或诊所雇佣的医师及保健专家；（c）公共国际组织（例如联合国、世界银行、欧盟、北约、世贸组织）的管理人员或雇员；（d）代理或代表上述（a）至（c）中任何实体或组织的个人，即便他/她不是该实体或组织的雇员；（e）非美国政党成员及/或政务职位候选人；及（f）根据当地现行的法律被视为非美国政府官员的任何其他人员。



or organization; (e) an officer or representative of a non-U.S. political party or a candidate for political office; and (f) any other person who is considered a non-U.S. government official under applicable local law.

DISTRIBUTOR shall not hire any state employees, government officials or party candidate or on-the-job health care providers (including, without limitation, doctors, nurses and other hospital administrative staff).

No part of any monies or consideration paid pursuant to the terms and conditions of this Agreement or any proceeds from the sale of the Products in the Territory shall accrue for the benefit of any such Government Officials. DISTRIBUTOR represents that it has not, and agrees that it shall not, make any payment or transfer anything of value, directly or indirectly, (a) to any Government Official or political party, or (b) to any other person or entity that would cause either party to violate applicable laws or the Legislation.

DISTRIBUTOR also agrees to furnish to BSC by affidavit or other reasonable means from time to time at BSC's request, and to BSC's reasonable satisfaction, assurances that the appointment of DISTRIBUTOR and DISTRIBUTOR's activities under this Agreement, and the payment to DISTRIBUTOR of any commissions, discounts, or any monies or consideration contemplated in this Agreement, are proper and lawful under applicable laws and regulations, as well as the Legislation. DISTRIBUTOR's refusal or failure to provide such truthful affidavit, assurances or certifications shall be deemed an immediate non-curable default of this Agreement.

DISTRIBUTOR agrees that it will keep and maintain complete and accurate books, records, and accounts relating to sales of BSC Products, interaction with sub-distributors, or any other transactions contemplated by or relating to this Agreement for at least five years. For up to five years following the

经销商不应聘用任何在职国家工作人员、政府官员或政党候选人或在职医疗保健提供者（包括但不限于医生、护士及其他医院行政人员）。

按照本协议的条款和条件支付的任何数量的任何金钱或对价，或在该地域内销售产品所得的任何收益，均未包含任何该等政府官员的利益。经销商陈述从未并也未同意直接或间接地向（a）任何政府官员或政党支付或转付任何有价值物，或向（b）任何其他人员或实体支付或转付任何有价值物，可能致使任何一方违反现行的法律或“法规”。

经销商还同意按 BSC 的要求，以宣誓书的形式或其他合理的方式，不定期地向 BSC 提供令 BSC 合理满意的保证，保证经销商的指定、经销商依本协议进行的活动，以及向经销商支付的在本协议中拟定的任何佣金、折扣或任何金钱或对价，依现行的法律法规以及“法规”均为正当合法的。经销商拒绝提供或未提供此类真实的宣誓书、保证或认证书，应立刻视为对本协议的不可补救的违约。

经销商同意，有关 BSC 产品销售、与分经销商往来的或本协议拟定的或与之相关的任何其他交易的账簿、记录及账户，其将保持完整准确并保留至少五年。在本协议终止后五年内，经销商应向 BSC 提供查阅所有此类账簿、记录及账户的合理权限，并使其有权为了验证经销商是否遵守本



termination of this Agreement, BSC shall be provided reasonable access to all such books, records, and accounts and the right to perform a business review in order to verify compliance with the terms of this Agreement.

A breach of any portion of this provision, or reasonable grounds for BSC to believe that a portion of this provision has been breached (in BSC's sole discretion), will give BSC the right to terminate this Agreement immediately upon written notice to DISTRIBUTOR. In the event that the Agreement is terminated by BSC pursuant to this provision, BSC shall not be liable to DISTRIBUTOR for any claims, losses, or damages related to its decision to exercise its rights under this provision.

**3.3 Quality Requirements.** BSC has, and requires of its distributors, a primary commitment to patient safety and product quality. To this end, DISTRIBUTOR agrees to comply with Boston Scientific's Quality requirements regarding the Products as specified in Annex A hereto or as they may be further communicated to DISTRIBUTOR from time to time. These include, without limitation, requirements regarding appropriate storage of the Products, maintaining traceability, prompt reporting and handling of complaints, and implementation of recalls and other field actions. These requirements shall survive the expiration or other termination of this Agreement.

**3.4 Regulatory Approvals.** DISTRIBUTOR shall, at its own expense, obtain and maintain in effect all registrations, permits, licenses, and approvals ("Approvals") necessary or appropriate for the selling and related activities performed under this Agreement. DISTRIBUTOR shall inform BSC within a reasonable period of time of any changes to the Approval process or the vigilance reporting requirements within the Territory. DISTRIBUTOR shall forward any questions from regulatory authorities related to Approvals within the Territory to BSC. All such Approvals will be applied for and maintained in the name of BSC or its designee unless

协议条款的目的执行商务审查。

对此规定任何部分的违反，或可使 BSC 认为此规定部分被违反（由 BSC 自主决定）的合理理由，均将给予 BSC 在书面通知经销商后立即终止本协议的权利。若本协议由 BSC 按照此规定终止，则 BSC 对凡是与其做出依此规定行使权利的决定相关的索赔、损失或损害，均无需向经销商承担任何责任。

**3.3 质量要求** BSC 恪守并要求其经销商恪守对患者安全及产品质量的首要承诺。为了这一宗旨，经销商同意遵守波士顿科学有关产品的质量要求，该质量要求在本协议附件 A 中指明或进一步不定期地传达给经销商。这些要求包括但不限于有关产品妥善存储、保持可追踪性、及时报告、投诉处理、召回实施及其他现场行动的要求。这些要求在本协议到期或按本协议条款终止后继续有效。

**3.4 监管审批** 经销商应自付费用，办理依本协议销售及履行相关活动所必要的或适当的的所有登记、许可、执照及审批（“审批”），并维持其效力。经销商应在合理的期限内，将该地域内有关审批程序或警示报告要求的任何变更告知 BSC。经销商应将来自监管机构的、涉及该地域内的审批的任何问题转呈 BSC。除 BSC 以书面形式另行同意外，所有此类审批均将以 BSC 或其被指派人的名义进行申请。若任何审批以经销商的名义的，则在本协议终止时，经销商应在所需的任何及全部程序（包括但不限于任何文件的填写）中予以配合，将此类登记转让给 BSC 或其被指派人，且不得反对由 BSC 或其被指派人对产



BSC agrees otherwise in writing. In the event that any Approvals are maintained in the name of DISTRIBUTOR, upon termination of this Agreement DISTRIBUTOR shall cooperate in any and all procedures (including, but not limited to, the completion of any documentation) required to transfer such registrations to BSC or its designee and shall not oppose any new Approval applications for the Products by BSC or its designee. Copies of all Approvals shall be provided to BSC, and copies of DISTRIBUTOR's files relating to such Approvals shall be provided to BSC on request.

DISTRIBUTOR represents and warrants that it has and shall maintain, at all times during the term of this Agreement, all Approvals necessary or appropriate for performing its obligations hereunder. Should DISTRIBUTOR fail to obtain or maintain such Approvals during the term of this Agreement, BSC shall have the right to immediately terminate this Agreement upon written notice to DISTRIBUTOR.

### 3.5 Reports and Other Information.

DISTRIBUTOR agrees that during the term of this Agreement it will:

3.5.1 Respond to requests by BSC for market and sales information, including information concerning competitive activity, pricing, distribution, Territory surveys, and periodic sales forecasts and, as requested by BSC, meet with BSC representatives to review these matters. DISTRIBUTOR shall require sub-distributors to submit data to BSC according to BSC's requirements.

3.5.2 Promptly forward to BSC any inquiry or other communication received by DISTRIBUTOR concerning any of BSC's products that appropriately should be responded to by BSC, including all inquiries related to the sale or distribution of Products outside the Territory.

3.5.3 Respond to requests from BSC for periodic reports of unit sales and inventory on hand by production code, and make available to BSC or its authorized agents or representatives, upon reasonable

品进行的任何新的审批申请。经销商应向 BSC 提供所有审批的副本，并在经要求时，向 BSC 提供经销商有关此类审批的档案的副本。经销商陈述并保证，在本协议期限内的任何时候，经销商均具备并保持为履行本协议义务应具有的所有必要的或适当的审批。若在本协议期限内，经销商未能获得或保持此类审批，BSC 有权在书面通知经销商后立即终止本协议。

3.5 报告及其他信息 经销商同意在本协议期限内，其将：

3.5.1 就 BSC 有关市场及销售信息的请求将做出回应，包括涉及竞争活动、定价、分销、地域调查及定期销售预测的信息，并按 BSC 的要求，会见 BSC 代表，审核这些事项。经销商应要求其下属分经销商根据 BSC 要求，向 BSC 提交数据。

3.5.2 将经销商收到的、涉及 BSC 的任何产品的任何查询或其他沟通、应由 BSC 妥为回应的查询立即转呈 BSC，包括在该地域之外与产品的销售或分销有关的所有询问。

3.5.3 对 BSC 有关单位销售额以及带生产编码的现货库存量的定期报告请求做出回应，经合理通知后，向 BSC 或其授权代理人或代表提供在编制任一或全部此类报告中所使用的文件。





notice, the documents used in preparing any or all such reports.

3.5.4 If so requested by BSC, provide BSC reasonable financial information on a confidential basis or provide credit references to assure BSC of DISTRIBUTOR's financial capability to conduct its ongoing business.

### 3.6 Advertising and Marketing Activities.

3.6.1 DISTRIBUTOR shall use its reasonable best efforts to advertise, promote, sell, exhibit, and otherwise create a demand for the Products in the Territory. All advertising and promotional materials using a trademark, tradename, or name of BSC or of any of BSC's affiliated companies, and all translations thereof, shall be subject to prior review and written approval by BSC, which approval shall not be unreasonably withheld. Once advertising copy has been approved, it can be used repeatedly in the same approved form without need for new approval for each use, unless BSC notifies DISTRIBUTOR that such prior approval has been withdrawn.

3.6.2 DISTRIBUTOR shall cooperate reasonably with BSC with regard to all sales activities related to the Products and, upon reasonable notification from BSC, arrange visits by BSC personnel with representatives of any and all accounts in the Territory, such cooperation to include attendance at and assistance with trade shows, physician conventions, and other marketing events in the Territory when reasonably requested by BSC.

3.7 Trademarks. BSC hereby grants to DISTRIBUTOR the right and license to use the trademarks, service marks, trade names, and trademark registrations of BSC and its affiliated companies for the Products in the Territory, but only in connection with sales in the Territory of the Products purchased from BSC during the term of this Agreement. All right, title, and interest to the trademarks and other intellectual property rights of BSC and its affiliated companies (except the right to

3.5.4 若经 BSC 请求，在保密的基础上向 BSC 提供合理的财务信息，或提供信用证明，以向 BSC 证明经销商开展持续经营的财务能力。

### 3.6 广告及营销活动

3.6.1 经销商应尽其合理的最大努力，在该地域内推广、促销、销售、展出及另行探索对产品的需求。使用 BSC 或其任一关联公司的商标、商号或名称的全部广告及促销资料及全部的翻译版本，均应事先经过 BSC 的审核及书面审批，BSC 不得无故拒绝审批。一旦广告副本通过审批，则可以经审批的相同格式反复使用，而不必对每次使用进行新的审批，除非 BSC 通知经销商此类先前的审批被撤销。

3.6.2 经销商应在涉及产品的所有销售活动中对 BSC 提供合理的配合，经 BSC 合理通知后，安排 BSC 的人员与该地域内的任何及全部客户进行访问，此类配合包括经合理请求时，参加并协助参加在该地域内举办的展会、医师论坛及其他营销活动。

3.7 商标 BSC 特此向经销商授予在该地域内，使用 BSC 及其关联公司的商标、服务标志、商号、商标登记信息的权利及许可，但该些使用仅限于在本协议期限内，经销商从 BSC 购买的产品在该地域内的销售之用。对 BSC 及其关联公司的商标及其他知识产权的全部权利、所有权及利益（如本协议所述的使用此类商标的权利除外），均归 BSC 及其关联公司所有，且依此协议未授予任何其他有关许可。



use such trademarks as set forth herein) shall remain with such companies, and no other license relating thereto is granted hereunder.

**3.8 Expenses.** Except as otherwise specifically provided herein, DISTRIBUTOR shall bear all costs and expenses associated with its performance of this Agreement, including (but not limited to) amounts due employees or agents of DISTRIBUTOR, advertising, bad debt expense, inventory losses, commissions, licensing fees, regulatory fees, and taxes. In no event shall BSC be liable for any expenses incurred by DISTRIBUTOR unless BSC has agreed to pay such expense.

**3.9 Proprietary Rights.** DISTRIBUTOR shall report promptly to BSC: (i) any infringement of the patents, trademarks, or other intellectual property rights of BSC or its affiliated companies of which it may learn, but DISTRIBUTOR shall not initiate any protective action with respect to such infringement without BSC's prior written authorization; and (ii) receipt of any notice or service of legal action against DISTRIBUTOR and/or BSC or its affiliated companies for any breach of any intellectual property right, including but not limited to patent, copyright, trademark, or tradename infringement. BSC shall have full rights and responsibility to manage and control the defense of DISTRIBUTOR and BSC in any such action, including the right to settle on behalf of either or both, and DISTRIBUTOR agrees to cooperate to the fullest extent necessary to enable BSC to conduct such defense.

**3.10 Business Review.** DISTRIBUTOR hereby gives BSC the right, upon reasonable advance notice, to conduct business reviews involving an examination, either directly or through a designee, of DISTRIBUTOR'S and sub-distributor's inventory of Products, Quality system, and business records, including financial and sales records, relating to the business performed pursuant to this Agreement, in order to ensure DISTRIBUTOR's compliance with

**3.8 开支** 除本协议另有特别规定外, 经销商应承担与其履行本协议有关的全部费用与开支, 包括(但不限于)应付给经销商员工或代理人的款项、广告、坏账开支、库存损失、佣金、许可费用、监管费用以及税款。除非 BSC 同意支付此类开支外, 在任何情况下, BSC 对经销商发生的任何开支概不负责。

**3.9 专有权利** 经销商应立即向 BSC 报告下列事项: (i) 经销商可能获悉的对 BSC 或其关联公司的专利、商标或其他知识产权的侵权, 但事先未经 BSC 的书面授权, 经销商不得启动与此类侵权有关的任何保护性行动; 及 (ii) 涉及经销商及/或 BSC 或其关联公司违反任何知识产权, 包括但不限于专利、版权、商标、或商号侵权的任何通知的接收或法律文书的送达。BSC 拥有全权负责处理和控制在任何此类案件中为经销商及 BSC 进行抗辩, 包括代表任何一方或双方解决争议的权利, 而经销商同意在必要的范围内, 充分协助 BSC 开展此类抗辩。

**3.10 商务审查** 经销商特此授权 BSC, 在合理地提前通知后, 直接地或通过被指派人, 对与依本协议经营有关的经销商以及分经销商的产品库存、质量体系、包括财务记录和销售在内的经营记录, 开展包括检验在内的商务审查, 以确保经销商遵守本协议的条款。经销商应根据 BSC 要求, 向 BSC 提供其与下属分经销商的合作文件, 包括但不限于二级经销商合同、附件、尽职调查报告、考核报告、审计报告、返利执行文件等。



the terms of this Agreement. DISTRIBUTOR shall submit to BSC the business files with all sub-distributors, including but not limited to contracts, appendices, due diligence reports, review reports, audit reports and rebate payment information.

3.11 Purchase through Proper Channels.

DISTRBUTOR shall purchase BSC products only from BSC or parites directed by BSC and understands that purchasing and selling BSC products through any invalid or unauthorized channels will be a breach of this agreement.

4. BSC's OBLIGATIONS

4.1 Quality Control. BSC agrees to maintain ongoing quality assurance and testing procedures sufficient to satisfy applicable regulatory requirements.

4.2 Assistance. BSC shall provide DISTRIBUTOR with reasonable access to its technical and marketing personnel at no charge to DISTRIBUTOR, except as otherwise agreed.

4.3 Training. BSC will provide DISTRIBUTOR with such Product training as BSC and DISTRIBUTOR agree is needed for DISTRIBUTOR's employees directly engaged in selling the Products. Travel and living expenses for DISTRIBUTOR's employees connected with attendance at such training shall be paid by DISTRIBUTOR, or as otherwise determined by BSC. DISTRIBUTOR agrees that each of DISTRIBUTOR's employees directly engaged in selling the Products will undergo such training.

4.4 Advertising. BSC will furnish at no cost to DISTRIBUTOR reasonable quantities of promotional materials in the English language, such as sales literature, technical data, instruction manuals, and technical journal reprints. At the request of BSC, DISTRIBUTOR shall return all such

3. 11 正当渠道采购 经销商应保证通过 BSC 或 BSC 指定方购买 BSC 产品。经销商通过任何非法或未经授权渠道购买或销售 BSC 产品的行为，都将构成违反协议。

4. BSC 的义务

4. 1 质量控制 BSC 同意保持持续的质量保证及测试程序，以充分满足现行的监管要求。

4. 2 协助 BSC 应向经销商无偿提供接触其技术及营销人员的合理权限，但另有约定的除外。

4. 3 培训 BSC 应向经销商提供产品的培训，此类培训应为 BSC 及经销商一致认为是经销商的员工直接参与销售产品所必要的。除 BSC 另行要求，经销商的员工参加此类培训的差旅及住宿费用应由经销商支付。经销商同意直接参与销售产品的每位员工均将接受此类培训。

4. 4 广告 BSC 应向经销商无偿提供合理数量的英文的促销资料，比如销售说明书、技术资料、使用指南、技术期刊重印本。经 BSC 要求时，经销商应返还在此类请求时为经销商所保管的全部的此类文献或资料。经销商可以自付费用印制其他语种的文献或手册；但在印制或分发任何此



literature or data in DISTRIBUTOR's custody or control at the time of such request.

DISTRIBUTOR may print literature or brochures in other languages at its own cost; however, prior to the printing or distribution of any such translated Product literature, DISTRIBUTOR agrees to submit the translation for BSC's review and written approval. The copyright rights to any such translations shall be deemed assigned to BSC or its affiliated companies, and all translations shall have adequate copyright notices evidencing such rights.

## 5. WARRANTIES AND INDEMNIFICATION

**5.1 Product Warranty.** The Products are warranted to be free of defects in workmanship and material according to the written warranty contained in the literature that accompanies the Products, which warranty may be changed from time to time by BSC upon written notice to DISTRIBUTOR. BSC's obligation under this warranty shall be limited to the repair or replacement of any Products that BSC determines were defective. BSC EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DISTRIBUTOR shall not add to or otherwise alter or modify any applicable warranty, nor make any false representation regarding BSC or the Products in promoting sales of the Products, including any misrepresentation regarding the permissible uses of the Products. DISTRIBUTOR will hold BSC harmless from and indemnify it against any liability that may arise out of or result from any such unauthorized warranty or false representation.

**5.2 Intellectual Property Infringement.** BSC will defend DISTRIBUTOR against any action, proceeding, or claim by any third party for BSC's infringement of any intellectual property rights (including patent, copyright, trademark, and tradename rights) of any third party. BSC shall at all times during the term of this Agreement and thereafter indemnify, defend, and hold DISTRIBUTOR harmless against any and all costs

类翻译的产品文献之前，经销商同意提交翻译版本以供 BSC 审查与书面批准。任何此类翻译版本的版权应视为是 BSC 或其关联公司所有，全部翻译版本均应具备充分的版权说明，以证实此类权利。

## 5. 保证与免责

**5.1 产品保证** 产品保证没有工艺及材料上的瑕疵，并符合附于产品文献中所记载的书面保证，BSC 可不定期地在书面通知经销商后变更该保证。BSC 在此保证下的义务应限于 BSC 确定为有瑕疵的任何产品的维修或更换。BSC 明确排除任何对某一病症的有关适销性或针对性的默示保证。经销商不得增加或另行改变或修订任何适用的保证，在产品促销中不得做出有关 BSC 或产品的任何虚假陈述，包括有关产品允许用途的任何不实陈述。经销商应使 BSC 对因任何此类未授权的保证或虚假陈述所导致的责任，免除责任并免受损害。

**5.2 知识产权侵权** 针对第三方提起的 BSC 任一知识产权（包括专利、版权、商标及商号权利）的侵权，BSC 将就第三方之诉讼、法律程序或索赔为经销商进行辩护。在本协议期限内的任何时候及以后，凡本条所述的任何此类案件、法律程序或索赔导致的对任何第三方的费用（包括但不限于合理的律师费用）、开支、损失、损害或责任，BSC 应使经销商免责，并为其辩护，使其免受损害，但前提条件是经销商应将此类案件、法





(including but not limited to reasonable attorneys' fees), expenses, loss, damages, or liability to any third party as a result of any such action, proceeding, or claim referred to in this subsection, provided that DISTRIBUTOR promptly notifies BSC of such action, proceeding, or claim.

**5.3 Indemnification.** DISTRIBUTOR and BSC shall each defend, indemnify, and hold harmless the other party, its officers, directors, agents, insurers, employees, shareholders, and affiliated companies from and against any claim, loss, suit, liability, or expense (including but not limited to attorneys' fees and other costs associated with the handling of or defense of any such action or claim) arising out of or based upon a breach of any of the warranties in this Section 5 or other failure to comply with any material provision of this Agreement.

## 6. TERM AND TERMINATION

**6.1 Term.** This Agreement shall commence on the Effective Date, and, unless otherwise terminated earlier as provided below, shall remain in effect until the Expiration Date listed on Schedule A, at which time it shall expire automatically.

Notwithstanding the number of renewals, this Agreement shall always be construed as a fixed-term contract. This Agreement is subject to DISTRIBUTOR's cooperation with and satisfactory completion of a due diligence background check. If, within BSC's sole discretion, the results of the background check are unsatisfactory, BSC may suspend this Agreement upon immediate notice to DISTRIBUTOR.

**6.2 Termination.** Without prejudice to the specific termination provisions in Sections 3.2 and 3.4 hereof, either party shall have the right to terminate this Agreement without liability therefor, after written notice to the other party, (i) effective immediately in the event of a breach by the other party of any of its obligations hereunder, which breach (if curable) is not cured within 10 days of written notice of such breach, or (ii) without cause

律程序或索赔立即通知 BSC。

**5.3 免责** 凡是因或基于违反此第 5 条的任何保证或其他未遵守本协议的任何实质性规定而发生的索赔、损失、案件、责任或开支（包括但不限于律师费用及与任何此类案件或索赔的处理或抗辩相关的其他费用），经销商及 BSC 应分别使另一方及另一方的管理人员、董事、代理人、被保险人、普通职员、股东及关联公司免责，为其抗辩，使其免受损害。

## 6. 期限与终止

**6.1 期限** 本协议自生效日起生效，除按如下规定提前终止外，应在附表 A 中所列的到期日前持续有效，到期日期满则自动失效。无论续签次数如何，本协议应始终解释为固定期限合同。本协议以经销商配合开展并圆满完成尽职背景调查为准。如 BSC 认为背景调查的结果不满意，则 BSC 有权在立即通知经销商后中止本协议。

**6.2 终止** 在不损害本协议第 3.2 条和第 3.4 条的特定终止规定的前提下，任何一方均有权在下列情形下于书面通知另一方后终止本协议，且无需承担任何责任：（i）若另一方违反其在本协议下的任何义务，且在收到有关此类违约的书面通知后 10 天内未予纠正（若能补救），则终止立即生效，或（ii）无论何故提前 90 天书面通知另一方。



upon 90 days' advance written notice to the other party.

**6.3 Effect of Termination or Expiration.** Upon termination or expiration of this Agreement, all indebtedness of DISTRIBUTOR to BSC will become due and payable at the time of termination or expiration. The parties agree that neither party shall be liable to the other for damages or otherwise by reason of the nonrenewal of this Agreement or its termination as provided in this Section 6, provided that such nonrenewal or termination shall not operate to discharge or release either party of obligations assumed by it prior to such nonrenewal or termination. Acceptance of orders from DISTRIBUTOR by BSC after termination will not constitute a renewal of this Agreement or a waiver of the right of BSC to treat this Agreement as terminated. The granting of any notice of nonrenewal or termination of this Agreement by BSC shall entitle BSC, before shipment of any pending or new orders, to require advance payment, or other security for payment, of all previously outstanding balances (whether or not otherwise due) plus the amount of the new order. Upon expiration or termination of this Agreement, DISTRIBUTOR shall return to BSC all technical and commercial materials, price lists, and other materials that are BSC's property.

**6.4 Inventory Repurchase.** Upon termination of this Agreement for any reason, BSC may, at its sole option, elect to purchase back from DISTRIBUTOR, and by doing so require DISTRIBUTOR to sell to BSC, any unsold inventory of Products in DISTRIBUTOR's possession or control, provided that such Products are unopened and in saleable condition, the expiration date of sterility of such Products is at least 150 days beyond the effective date of repurchase, and such products are currently marketed by BSC and not obsolete. The price to be paid by BSC for the purchase of such inventory shall be the purchase price actually paid by DISTRIBUTOR for the Products, increased by transportation and customs duties, if any, for the transportation of the Products into the Territory.

**6.3 合同终止或期满效力** 本协议终止或期满后, 经销商对 BSC 的所有债务应当在终止或期满时成为到期应付债务。依照第 6 条的规定, 双方同意任何一方就损害或其它理由不再续签本协议或终止, 另一方概不负责, 但前提是此类不再续签或终止不得免除任何一方不再续签或终止之前应承担的义务和责任。BSC 在协议终止后接受经销商订单的行为, 并不表示对本协议的延续, 亦不构成对 BSC 将本协议视为已终止协议的权力的弃权声明。BSC 发出任何有关不再续签或终止本协议的任何通知使 BSC 有权在任何待决或新订单发货之前, 要求经销商对所有先前的未付余款(无论是否到期)以及新订单的款项提供预付款, 或其他付款担保。在本协议期满或终止后, 经销商应将属于 BSC 的全部技术和商务资料、价目表及其他资料返还给 BSC。

**6.4 库存回购** 在本协议无论何故终止时, BSC 可依其自主决定, 选择是否从经销商回购产品, 这样做将要求经销商向 BSC 出售由经销商占有或控制的任何尚未售出的库存产品, 但前提条件是此类产品尚未开封, 处于可销售状态, 此类产品的无菌有效期自回购生效日起至少有 150 天, 且 BSC 目前还在销售此类产品, 并未过时。BSC 回购此类库存所需支付的价格应为经销商为该产品实际支付的价格, 加上将产品运至该地域的运费和关税(若有)。BSC 回购此类库存时, 经销商需根据税务法规要求, 向 BSC 提供《开具红字增值税专用发票通知单》。如经销商无法提供通知单, 由此产生的税务损失由经销商承担。经销商指定返回的任何产品, 均将经过 BSC 或其授权代表的检验, 以确定将由 BSC 回购的产品是否满足上述条件。在 BSC 向经销商签发返回授权



DISTRIBUTOR shall provide credit memo documents required by the local tax bureau to BSC as per tax law and regulation in the case that BSC repurchases the inventory. Any tax loss caused by failure of providing such letter shall be borne by DISTRIBUTOR. Any Products designated for return by DISTRIBUTOR will be inspected by BSC or an authorized representative of BSC in order to determine if the Products to be purchased by BSC fulfill the conditions mentioned above. Upon issuance of a return authorization to DISTRIBUTOR by BSC, DISTRIBUTOR shall ship the Products to BSC or to any entity or individual designated by BSC, freight prepaid.

## 7. GENERAL TERMS

### 7.1 Confidential Information.

DISTRIBUTOR agrees that it shall keep confidential and shall not publish or otherwise divulge or use for its own benefit or for the benefit of any third party any information of a proprietary nature furnished to it by BSC or its affiliated companies without the prior written approval of the communicating party, except as required by court order or as reasonably necessary to perform its sales-related obligations under this Agreement. Information of a proprietary nature shall include, but not be limited to, information concerning BSC's or its affiliated companies' products, proposed products, marketing plans, manufacturing processes, proprietary software, financial information, or any other marketing information or materials in whatever form not generally known to the public.

7.2 Force Majeure. In the event that a delay or failure of a party to comply with any obligation created by this Agreement is caused by a force majeure condition, that obligation shall be suspended during the continuance of the force majeure condition. For the purposes of this Agreement, the term "force majeure" shall mean any event beyond the control of the parties, including, without limitation, fire, flood, riots, strikes, epidemics, war

时，经销商应将产品装运至 BSC 或 BSC 指定的任何实体机构或个人，并预付运费。

## 7. 一般条款

7.1 保密信息 经销商同意，凡由 BSC 或其关联公司向经销商提供的具备专有性质的信息，事先未经提供方书面批准，经销商将予以保密，不得发布或另行泄露，不得为其自己的利益或为了任何第三方的利益而使用，但按法令要求或为依本协议履行其销售相关义务所必要合理的需求除外。专有性质的信息包括但不限于涉及 BSC 或其关联公司的产品、拟议产品、营销计划、制造流程、专有软件的信息、财务信息，或尚未以任何形式为公众所普遍知晓的任何其他营销信息或资料。

7.2 不可抗力 若一方迟延履行或未履行本协议所约定的任何义务，是由不可抗力引起的，则在不可抗力持续期间，暂停履行该义务。为了本协议的实施，术语“不可抗力”是指任何超出当事方控制范围的事件，包括但不限于火灾、洪灾、暴乱、罢工、流行病、战争（已宣战或未宣战，且包括现有的任何战争或冲突的任何持续、扩展或新爆发）、禁运及政府行为或法令。



(declared or undeclared and including the continuance, expansion or new outbreak of any war or conflict now in existence), embargoes, and governmental actions or decrees.

**7.3 Assignment.** This Agreement shall not be assignable by DISTRIBUTOR without the prior written consent of BSC, but this Agreement or any portion hereof is assignable by BSC without the consent of DISTRIBUTOR.

**7.4 Non-Waiver.** The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

**7.5 Notices.** Any notice or request given under this Agreement shall be in writing and in the English and Chinese language and may be delivered by hand or may be sent by electronic mail, telefax, telegraph, cable, or certified or registered mail or commercial carrier (return receipt or confirmation of delivery requested) addressed to BSC at the address shown on the first page of this Agreement or the DISTRIBUTOR at the address shown on Schedule A of this Agreement, or at such other address designated in writing to the other party. Any notices sent by electronic mail or telefax must be followed by a confirmation copy by airmail or other reliable means.

**7.6 Arbitration.** Any and every dispute, controversy or claim between the parties and/or their valid and lawful assignees and successors, including, but not limited to (i) any and every dispute, controversy or claim arising out of or relating to this Agreement and/or its amendments, and (ii) any and every dispute, controversy or claim not arising out of or not relating to this Agreement and/or its amendments, shall be submitted to arbitration in China International Economic and Trade Arbitration Commission (CIETAC), Beijing branch according to its arbitration rules of the said Commission by three (3) arbitrators. The place of arbitration shall be Beijing. The language of the arbitration shall be

**7.3 转让** 事先未经 BSC 的书面同意, 经销商不得转让本协议, 但 BSC 不经经销商的同意即可转让本协议或其任何部分。

**7.4 非弃权声明** 任何一方在任何方面放弃或未行使本协议规定的任何权利, 均不得视为对本协议规定的任何其他权利的放弃。

**7.5 通知** 凡依本协议发出的通知或要求, 均应采用书面形式和中英双语文字, 可由专人递送或通过电子邮件、电传、电报、经认证的信件或挂号信或商业承运人 (须有回执或交付确认书) 发送至本协议第一页所示的 BSC 地址或本协议附表 A 所示的经销商地址, 或以书面形式通知另一方的此类其他指定地址。凡是通过电子邮件或电传发送的通知, 均须以航空件或其他可靠方式提供确认副本。

**7.6 仲裁** 凡是双方之间及/或他们的合法有效的受让人及继承人之间的争议、纠纷或索赔, 包括但不限于 (i) 凡是因本协议及/或其修正案发生的或与之相关的争议、纠纷或索赔, 及 (ii) 凡是非因本协议及/或其更改发生的或与之无关的争议、纠纷或索赔, 均应提交中国国际经济贸易仲裁委员会北京分会 (CIETAC), 依照该会仲裁规则由三名仲裁员予以最终裁决。仲裁地点应为北京。仲裁所用语言应为中文。仲裁裁决应为最终裁决, 并对本协议双方具有约束力。除仲裁庭另有裁决外, 败诉方应承担仲裁费用。





Chinese. The arbitral award shall be final and binding on the parties to the Agreement. The losing Party shall bear the expenses of the arbitration, if not otherwise decided by the Commission.

**7.7 Entire Agreement.** The terms and provisions contained in this Agreement and the attached Schedules constitute the entire Agreement between the parties and supersede all previous communications, representations, agreements, and understandings, whether oral or written, between the parties with respect to the subject matter hereof. Except as this Agreement specifically authorizes BSC to modify certain provisions of this Agreement or the attached Schedules upon written notice to DISTRIBUTOR, no agreement or understanding extending this Agreement or varying its terms (including any inconsistent terms in any purchase order, acknowledgment, or similar form) shall be binding upon either party unless it is in a writing specifically referring to this Agreement and signed by the duly authorized representatives of the respective parties. In the case of any discrepancy arising between the Chinese and English counterparts hereof, the Chinese version shall prevail.

**7.8 Severability.** Should any provision of this Agreement be determined to be unenforceable or prohibited by applicable law, such provision shall be ineffective only to the extent of such unenforceability or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**7.9 Captions.** The captions of provisions in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**7.10 Counterparts.** This Agreement may be executed in any manner of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same

**7.7 完整协议** 本协议及附件中所记载的条款和规定构成双方之间的完整协议，并取代双方之间就本协议所达成的全部口头的或书面的沟通、陈述、协议及谅解。除本协议明确授权 BSC 在书面通知经销商后对本协议或附件的特定规定可予修订外，扩展本协议或修改其条款（包括任何采购订单、确认书或类似格式文件中的任何不符条款）的任何协议或谅解对任何一方均无约束力，除非以书面形式具体援引本协议，并经各方正式授权的代表签署，方为有效。如本合同中文文本与英文文本内容存在差异，将适用中文文本内容。

**7.8 可分割性** 若本协议的任何规定被现行的法律确定为不可执行或禁止，则此类规定仅在此类不可执行或禁止的范围内无效，本协议的其他其余条款仍然有效。

**7.9 标题** 本协议规定的标题仅供查阅方便，而不控制或影响本协议任何规定的含义或解释。

**7.10 副本** 本协议可以任何形式签署若干副本，每份副本对在其上签名的任何一方均应视为正本，而全部正副本应构成同一份文书。当本协议的一份或若干副本单独或放在一起，带有作为本协议签名人的各方签名时，应当具有约束力。



instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signature of all of the parties reflected hereon as the signatories.

7.11 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the People's Republic of China, to the exclusion of both its rules or conflicts of laws and the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

7.12 Release. In exchange for the agreement by BSC to enter into this Agreement with DISTRIBUTOR, DISTRIBUTOR hereby releases BSC and its affiliated companies from and waives any claims it may have had against BSC and its affiliated companies related to any previous distribution agreement or business dealings between DISTRIBUTOR and BSC or its affiliated companies.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

BSC International Medical Trading (Shanghai) Co., Ltd.

(波科国际医疗贸易(上海)有限公司)

(波科盖章处)

By \_\_\_\_\_  
(签署人)

(波科法人盖章处)

June Chang

Vice President and Managing Director, Greater China

张琚

波士顿科学副总裁兼大中华区总经理

7.11 管辖法律 本协议受中华人民共和国的法律管辖，按中华人民共和国的法律解释，并排除其冲突法规则及《联合国国际货物销售合同公约》的规定。

7.12 免除 凡是经销商可能对 BSC 及其关联公司提起的、在经销商与 BSC 或其关联公司之间与任何先前的分销协议或商务交易有关的索赔，经销商特此免除 BSC 及其关联公司的责任，放弃索赔，以此作为 BSC 同意与经销商订立本协议的条件。

双方已促成本协议于生效日签署，特此证明。



(上海医疗测试 0001)  
(经销商盖章处)

By \_\_\_\_\_  
(签署人)  
(经销商法人盖章处)

Print Name \_\_\_\_\_  
(印刷体姓名)

Title \_\_\_\_\_  
(职务)



**Schedule A**

**附表 A**

**Distributor and Term**

**经销商与期限**

Distributor Information (经销商信息)

Corporate Name (公司名称):

.

(上海医疗测试 0001)

Address (地址):

经销商英文地址

uuu

(上海市外滩)

Tel (电话): 1345567890

Fax (传真): 020-4852957732

E-mail (电子邮件): 1@qq.com

Contact person (联系人): ghh

(张三)

Term (期限):

Effective Date (生效日):

28 November 2019 (2019 年 11 月 28 日)

Expiration Date (到期日):

29 November 2019 (2019 年 11 月 29 日)





**Schedule B**

**Products and Pricing**

The following indicates the product line(s) to be included as Products under this Agreement as well as the pricing of such Products. Prices quoted do not include the cost of any handling, shipping, and insurance (to be borne by DISTRIBUTOR pursuant to Section 2.5).

**Product Lines**

Cardio

**Price**

Any information, including but not limited to product name, specification (model), registration certificate number or filing certificate number, manufacturer, supplier, quantity, unit price and amount, could be found in DMS system and shall be subject to DMS system.

**附表 B**

**产品与定价**

下面指明将作为本协议项下产品的产品系列以及此类产品的定价。所报价格不含任何操作、运输和保险费用（该些费用按照第 2.5 节由经销商承担）。

**产品线**

心血管

**价格**

所有信息，包括但不限于产品名称、规格（型号）、注册证号或者备案凭证编号、生产企业、供货者、数量、单价、金额等信息均可在 DMS 系统中查询且应当以 DMS 系统显示为准。



Schedule C

附表 C

Territory

区域

The customers and or geographical area subject to this Agreement shall be specifically and exclusively limited to the following hospitals:

受本协议约束的客户及/或地理区域仅限于下列医院：



**Schedule D  
Minimum Purchase Quotas**

**附表 D  
最低采购限额**

The minimum quarterly purchase quotas\* of the Products hereunder during the term of the Agreement are as follows: (see attachment ‘Quota Form’)

\*Quotas listed above are the net sales RMB value and exclude Value Added Tax (VAT).

Or include Value Added Tax (VAT), (see attachment ‘Quota Form’)

\*Distributor’s purchase shall be calculated after BSC delivers the goods. The calculation of achievement is subject to the commercial policies of each product line.

BSC has the right to terminate this Agreement, if Distributor has no commercial purchase in 2 successive quarters.

**【返利政策】**

\*Sales Rebate Program for 心脏介入 Product Lines:

**- Part I:**

An additional percentage achievement rebate of the total 心脏介入 Product Line purchase value will be given if the total 心脏介入 Product Line quarterly purchase amount is equal to and/or more than 80% of the corresponding quarter’s 心脏介入 Product Line purchase quota (calculated on a quarterly basis) and payments to BSC are not past due. The calculation formula is as below.

A product line’s total quarterly rebatable purchase value (including VAT) \* Achievement Rebate rate (8%) \* Quarterly achievement rate (Note: The

在本协议期限内，本协议项下产品每季度的最低采购限额\*如下：（见附件“指标清单”）

\*上述购买额为净采购人民币金额且不含增值税。

或含增值税，（见附件“指标清单”）

\*经销商的商业采购以 BSC 发货为标准。发出的货物是否计入指标完成以各产品线商业政策为准。

若经销商连续两个季度无商业采购，BSC 有权单方面终止协议。

\*心脏介入产品线的销售返利政策：

**- 第一部分**

如果心脏介入产品线季度采购总额达到季度采购总额比例及以上（按季度计算），并且同时没有逾期未付的货款，则可额外享受 8% 相应比例的完成率返利。具体计算方式如下：

该产品线可享受返利的季度采购总金额（含增值税）\* 完成率部分返利比例（8%）\* 季度采购完成率



achievement rate shall follow the authorized product line's policy and shall be rounded to an integer. Calculate as 100% if exceeds 100%.)

- Part II

Another additional 2 discount of the total 心脏介入 Product Line quarterly purchase value (including VAT) will be given if the 心脏介入 Product Line quarterly performance evaluation score of the Dealer Performance Scorecard (Scorecard Template see attachment) achieves below 心脏介入 Product Line thresholds in the 心脏介入 Product Line quarterly Dealer Business Reviews:

[xxx]

（注：完成率按授权产品线政策计算，如果有小数点则四舍五入至整数，超过 100%的按 100%计算。）

- 第二部分

如经销商在心脏介入产品线季度业绩考评中的得分（考评表模板见附件）达到下列心脏介入产品线标准（按季度计算），则可在“第一部分”返利的基础上额外享受心脏介入产品线该季度采购总额（含增值税）2 的折扣。

[xxx]





Schedule E

Payment Terms

附表 E

支付条款

Payment for Products shall be prepaid by cash in advance

现金预付款购货



附件 1 指标清单:

ÉĬ°£Ò½ÁÆ²âÊÔ00012019ÄêÖ,±êÇåμ¥		
ÔÂ·Ĭ	²»°ĬÊ°	°ĬÊ°
1ÔÂ	0.00	0.00
2ÔÂ	0.00	0.00
3ÔÂ	0.00	0.00
μÚÒ»¼¾¶Ĭ	0.00	0.00
4ÔÂ	0.00	0.00
5ÔÂ	0.00	0.00
6ÔÂ	0.00	0.00
μÚ¶½¼¾¶Ĭ	0.00	0.00
7ÔÂ	0.00	0.00
8ÔÂ	0.00	0.00
9ÔÂ	0.00	0.00
μÚÊ¼¾¾¶Ĭ	0.00	0.00
10ÔÂ	0.00	0.00
11ÔÂ	50,000.00	50,000.00
12ÔÂ	70,000.00	70,000.00
μÚË¼¾¾¶Ĭ	120,000.00	120,000.00
°Ĭ¼Æ	120,000.00	120,000.00

## 承 诺 书

本公司已完全了解与接受波士顿科学《渠道合作方行为守则》，《反腐败政策》及美国先进医疗技术协会《与中国医疗卫生专业人士互动交流的道德规范》，并同意在今后与波士顿科学经销关系存续期间尊重并执行这些政策。

本公司同时承诺已经收到由 波科国际医疗贸易（上海）有限公司 提供的波士顿科学的《经销商质量要求 Annex》以及《第三方公司管理规则》，并且已经认真阅读并了解了这些内容，并同意在今后与波士顿科学经销关系存续期间尊重并执行这些要求。

本公司保证对公司雇员、代理、代表等人员均按照上述政策的要求严格管理。

本公司已将《法律合规负责人岗位职责模板》仔细阅读，并同意设立专人专项负责或兼职负责本公司法律合规事务，且将参考该模板建立相应的岗位职责文件。

本公司承诺一旦违反上述保证、政策和质量要求，由此产生的后果一概由本公司承担。如对波士顿科学商誉造成损害，本公司将承担赔偿责任。

本公司承诺波士顿科学提供的产品的实际仓储地址与我司的医疗器械经营许可证和/或备案凭证（有效内）上载明的地址相一致。

本公司在此保证：在经销协议期间，对于我公司的下级代理商（如适用），也严格按照医疗器械监督管理的法规要求对产品仓储地址合规性进行有效控制。

本公司在此保证：严格按照经营许可证和/或备案凭证(有效内)上载明的地址进行波士顿科学提供的产品的仓储及管理。

经销商落款盖章:上海医疗测试 0001

（经销商盖章处）

法定代表人签字:

（经销商法人盖章处）

日 期:

[xxx]



## 数据质量保证函

我司在此确认：

1. 我司或第三方的员工了解波士顿科学对数据上传的要求，并保证按照要求执行。
2. 我司或第三方的员工了解如果未按波士顿科学要求上传数据，将会根据合同约定扣除返利，直至终止经销合同关系。
3. 我司或第三方的员工将按照波士顿科学要求参加数据上传的相关培训。在完成培训后，我们会尽快将参训人员签名的培训出勤表发给波士顿科学。

公司盖章： 上海医疗测试 0001  
(经销商盖章处)

日期： [xxx]





## 医疗器械质量保证协议书

甲方(供货方):波科国际医疗贸易(上海)有限公司

乙方(购货方):上海医疗测试 0001

为加强医疗器械质量管理,维护消费者合法权益,确保医疗器械质量,甲、乙双方本着平等、合作的原则,依据《医疗器械监督管理条例》、《医疗器械经营监督管理办法》、《医疗器械经营质量管理规范》、《医疗器械经营质量管理规范现场检查指导原则》等有关法律法规,签订如下质量保证协议:

一、甲乙双方必须是合法的医疗器械经营企业。双方经营活动符合医疗器械经营相关法规要求。

二、甲方向乙方提供加盖本企业合同章的采购合同或协议、加盖本企业原印章的《医疗器械经营企业许可证》和《营业执照》复印件、销售授权书原件[授权书应当载明授权人、授权人身份证号码、授权销售的品种、地域、期限,并加盖本企业原印章]及销售人身份证复印件;

三、甲方向乙方提供开具标明供货者、生产企业、医疗器械的名称、规格(型号、生产批号或者序列号、数量、收货单位、收货地址、发货日期等内容的随货同行单,并加盖供货方出库印章。

四、若首次提供资料有变更,甲方应及时提供补充变更的相关文件。

五、甲方提供的产品符合经注册的产品技术要求及国家相关强制标准,并按照法规规定提供相关的资质,包括产品注册证、合格证明文件。

六、甲方提供的进口医疗器械需加贴中文标签及说明书,且标签和说明书符合医疗器械标签/说明书管理办法要求。

七、乙方向甲方提供合法、有效的企业资质证照,并加盖原印章。当资质证照发生变更时,乙方应及时向甲方提供更新后证照。

八、乙方应向甲方提供明确在经营许可证/备案凭证中的合法地址作为发货地址。如乙方的证照发生任何的信息变更,需在新证照生效日前(最迟为生效当日)告知甲方变更信息,以便甲方进行评估以及相关信息的备案或变更。同时乙方应在甲方指定的系统中提交变更后的相关信息以及有效证照。

九、乙方自提货物自交付完毕,司机签署交货单时起,产品的所有权和损失风险转移至乙方,乙方需遵循医疗器械经营质量管理规范的要求,包括但不限于产品收货地址、储运的合规性,并承担运输过程中产品质量保证责任。

十、针对乙方所覆盖授权医院的紧急需求,甲方可接受乙方委托直接发货至其授权覆盖内医院,乙方有责任确保该模式的医疗器械经营质量管理规范合规性,包括但不限于保留所有相关记录等。

十一、乙方应对货物进行验收。对有问题的产品,双方应积极配合,及时妥善解决。如乙方超过甲方规定时限反馈进货问题,产品由乙方负责。

十二、乙方应具备储存、保管甲方所提供医疗器械的场所以及人员的要求,乙方对产品的储运条件应满足产品的标签和说明书上载明的要求,因乙方保管、养护不当而导致医疗器械质量发生问题的,由乙方负责。

十三、当甲方开展召回行动时,乙方应按照甲方的召回指令实施召回,并保存与召回相关的质量记录,内容包括:甲方发出的召回指令、乙方的受影响客户清单、乙方与其客户进行召回沟通的记录、乙方客户反馈的关于召回执行证据的记录、加盖公章的客户返回确认表。

十四、甲方有权对乙方经营波士顿科学提供的产品的经营活动进行现场质量审核,乙方有责任进行配合。



十五、乙方如存在如下情形之一的，甲方有权解除与乙方签订的经销协议，并有权上报药监机构：

- （一）存在《医疗器械经营监督管理办法》（国家食品药品监督管理总局令第8号）第五章中任何的违法行为；
- （二）存在违反本协议条款“十三”中要求时。

十六、如乙方有下级代理商，乙方与其下级代理商签订的协议中应包含等同于本协议条款“十二”“十三”的内容。

十七、本协议所涉及的内容，与现行法规相悖的则以现行法规的要求为准。

十八、本协议一式两份，甲、乙双方各一份，自签字之日起效。

甲 方：波科国际医疗贸易（上海）有限公司（波科盖章处）

日期：2019 年 11 月 28 日

乙 方：上海医疗测试 0001（经销商盖章处）

日期：2019 年 11 月 28 日



## 法律合规负责人岗位职责

### 一、建章立制

- 1、协助领导构建公司合规管理体系,制定、修订公司的合规手册和其他合规风险管理规章制度。
- 2、制定公司年度合规管理计划,并对照计划进行检查。每月最后一周进行检查,除组织召开合规管理工作会议外,将合规工作情况进行上报,并对计划执行情况进行检查,会后形成通报上报公司领导。
- 3、每月对各部门进行合规考评,考评分数与绩效挂钩。对于连续2次以上不合格的,上报公司领导进行处理。

### 二、培训制度

- 1、每季度第一个月由合规负责人组织法律法规合规培训,做好合规培训记录表及参加人员签到表,并做好培训考核。
- 2、对公司新员工进行岗前合规培训,签订相关保密协议。并对其试用期内合规履行情况进行检查,实行一票否决制。
- 3、对离职员工进行合规谈话,切实履行相关保密协议。对出现泄密等情况,进行法律追责。

### 三、监督检查

- 1、与客户进行业务互动产生的差旅费不超过500元。
- 2、向客户提供与其工作相关的品牌提示物单价不超过100元,超过100元的上报公司领导审批。
- 3、业务招待费金额超1000元应提供清单明细,并报请部门负责人审批备案,人均消费不得超过300元。
- 4、禁止一切娱乐休闲报销费用。
- 5、杜绝一切浪费行为,对于人为造成产品污染或破损的,应等额赔偿。

### 四、规避风险

- 1、公章、合同章、业务章等专用章的使用需邮件申请,待公司批准后方可使用。
- 2、文书及合同的检查与保管。
  - 1)检查合同的合法性、准确性、完整性
  - 2)合同到期前一个月由双方协商确定此合同续签或到期终止
  - 3)每月核查双方发生的业务关系是否在业务合同范围内
  - 4)每月审查、修改或更新公司各类法律文书及业务合同
  - 5)每月整理法律文书及合同并装订归档
- 3、协助其他部门起草、审核、修改、完善合同模板和制度配套表格,提供合规合理化建议和意见

### 五、法律咨询

- 1、主动学习医疗器械行业各项规章制度,以及行业最新规定和案例。每月月会上进行下发一次法律法规最新简报,通报行业内最新法律讯息。
- 2、定期咨询法律顾问,就公司内各项合规管理情况进行通报。并就下一步工作开展提出改进意见和建议。
- 3、协助外部律师进行诉讼材料准备和案情分析,制定诉讼或仲裁方案并提交公司领导和律师研究。
- 4、提供相关法律咨询。

经销商: 上海医疗测试 0001]

(经销商盖章处)

日期: \_\_\_\_\_