

## WorldQuant Brain Individual Service Agreement

### 世坤智脑顾问服务协议

This Agreement (this "Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Commencement Date"), by and between:

本协议（下称“协议”）于20\_\_年\_\_\_\_月\_\_\_\_日（「开始日期」）由以下双方签订：

**Party A: ("Company" or "we" or "us")**

甲方：（“公司”或“我们”）

Company name: WorldQuant Consulting (Beijing) Co., Ltd., Shanghai Branch

Registered address: Unit 2101, 21/F, Tower 3, Jing An Kerry Centre, 1228 Yan An Zhong Road, Jing An District, Shanghai, China 200040

Legal Representative: Igor Tulchinsky

公司名称：世坤咨询（北京）有限公司上海分公司

注册地址：

上海市静安区延安中路 1228 号办公楼三座 21 层 2101 室 邮编:200040

法定代表人：伊戈尔·图钦斯基

**Party B: ("Independent Contractor" or "you")**

乙方：（“独立顾问”或“您”）

Name: \_\_\_\_\_

Phone number: \_\_\_\_\_

姓名: \_\_\_\_\_

电话号码: \_\_\_\_\_

**WHEREAS**, the Company desires to retain you as an independent contractor to the Company;

鉴于，公司希望聘用您为公司的独立顾问；

**WHEREAS**, you desire to provide individual services to the Company on the terms and conditions set out in this Agreement;

鉴于，您希望根据本协议的条款和条件为公司提供独立顾问服务；

**NOW THEREFORE**, on the basis of equality, voluntariness, in accordance with mutual consultations and consensus, this Agreement governs our retention of you, and your agreement to be retained, as an independent contractor to the Company, as well as your access to and use of our affiliates' platform software, tool, service and website and any related documentation, as any of the foregoing may be changed from time to time (in part or in whole, the "Platform").

因此，本着平等、自愿、协商一致的原则，本协议规定了公司聘用您且您同意被聘用为公司的独立顾问的事项以及您作为独立顾问访问和使用我们的关联公司的本平台软件、工具、服务、网站和任何相关文件（上述任何内容的部分或全部可能随时发生变化，以下统称为“本平台”）时必须遵守的事项。

- 1. Retention as Independent Contractor.** The Company hereby agrees to retain you, and you agree to be retained, as an independent contractor to the Company to research and develop by using your own equipment and resources, as you see fit from time to time and in accordance with the terms of this Agreement as well as the rules and procedures the Company may promulgate for participation in the Platform, (i) mathematical models that seek to predict the price movement of various financial instruments (“alphas”) and (ii) machine learning algorithms for the Company. You may also provide additional services to the Company as may be mutually agreed upon between the parties in writing. The Company will not provide any work premises and any equipment or resources needed for the research and development work for you. In addition, the Company will not manage you in accordance with the Company’s internal policies and daily attendance requirements. The Company and/or its affiliates may use your Output and Work Product (each as defined below), as it sees fit from time to time.

**独立顾问的聘用。**公司特此同意聘用您为独立顾问，您亦同意被聘用，作为公司的独立顾问，在您认为合适的时间依照本协议的规定以及公司的有关规则和流程，利用自有设备和资源为公司参与研究和开发“本平台项目”，（i）力图为公司预测各种金融工具的价格变动的数学模型（“阿尔法”）和（ii）机器学习算法。您也可能根据双方协商一致签订的书面协议向公司提供其他额外服务。公司将不会为您提供办公场所以及任何完成研究和开发工作所需要的设备和资源。公司也不会按照公司的内部规章制度以及日常出勤要求对您进行管理。公司和/或其关联公司可以在其认为合适的时间使用您的输出和工作成果（各自在下文进行定义）。

- 2. Relationship.** Nothing in this Agreement shall be construed to create an employment relationship between the parties, and you shall not represent that you are an employee of the Company (or any of its affiliates) or act in the name of the employee of the Company (or any of its affiliates). You do not have, and will not hold yourself out as having, any right or authority to create any contract or obligation, either express or implied, on behalf of the Company (or any of its affiliates), and shall not use the Company’s (or its affiliates’) name on any letterhead, business cards, emails or other communications, advertising or documentation without the Company’s prior written consent. Further, you shall not have the authority to legally bind the Company to any third party in any way, or act as an agent of the Company.

**法律关系。**本协议的任何内容都不得被解释为您与公司双方之间建立了劳动关系，且您无权以公司（或公司的任何关联公司）员工的名义对外宣称或从事活动。在未经过公司事先书面同意的情况下，您无权、也不得以公司（或其任何关联公司）的名义订立合同或承担任何明示或暗示义务，也不得在信头、名片、邮件或其他通讯、宣传或文件中使用公司（或其任何关联公司）的名称。并且，您也无权以任何方式使公司对任何第三方承担法定义务，或作为公司的代理人从事任何活动。

- 3. Individual Service Fees.** During the term of this Agreement, you will be eligible to receive the individual service fee (the “Individual Service Fee”), provided that you remain an independent contractor to the Company as of the date such fees

are paid, and provided further, however, that no portion of the Individual Service Fee shall be payable to you until such time as your background check has been completed and approved by the Company in its sole discretion. The Company's current methodology for determining the Individual Service Fee is attached hereto as Annex A. Annex A is subject to modification in the sole discretion of the Company upon notice to you.

**独立服务费。**在本协议有效期内，您将有权获得独立服务费（“独立服务费”），但前提是您在此独立服务费支付时仍然是公司的独立顾问，但直到您完成背景调查并由公司自行决定您通过背景调查之时，公司不会向您支付任何独立服务费。公司目前计算独立服务费的方法如附件 A 中所示。公司有权自主决定修改附件 A，修改的内容将在通知您后生效。

- 4. Termination.** This Agreement can be terminated if both parties mutually agree. The Company may terminate this Agreement at any time for any reason or no reason upon prior written notice. If you want to terminate this Agreement, you shall notify the Company in writing at least 10 days prior to termination. Upon notice of termination, you shall cease to have access to the Platform, and the parties will have no further rights or obligations except as may accrue prior to such termination.

**协议终止。**双方协商一致，可以解除本协议。公司可随时以书面通知的形式，基于任何理由或无需理由终止本协议。如您希望终止本协议，您应至少提前 10 日书面通知公司。在收到终止协议通知时，您应停止使用本平台，除协议终止前可能产生的权利或义务外，双方不再进一步享有权利和承担义务。

- 5. Ownership.** Notwithstanding anything else in this Agreement or any other agreement or understanding, we (or in some cases, our affiliates and/or licensors) have and will have exclusive ownership of (a) the Platform, (b) all the content (including audio, photographs, illustrations, graphics, other visuals, text, video, copy, software, trademarks, logos, etc.), code, data and materials thereon or therein (including Work Product incorporated therein), the look and feel, design and organization of the Platform, the compilation of the content, code and data thereon or therein, and the processes, inventions, materials and data used by the Platform (the items in this clause (b) collectively, "**Platform Elements**"), (c) all works based upon the output of the Platform application ("**Output**"), and (d) all Intellectual Property Rights (as defined below) in, to or related to any of the Platform, Output or Platform Elements, and to the extent that you have or obtain any of such Intellectual Property Rights, you hereby transfer and assign and agree to transfer and assign such Intellectual Property Rights to us and agree to execute such documents or instruments as we may request to memorialize or perfect any of the foregoing. Moreover, you waive any "moral rights" in having Work Product or Output edited, removed, modified, published, transmitted or displayed in a manner not agreeable to you. The idea behind each submitted alpha and any Output should be explainable. The Company reserves the right to review any submitted alpha and Output and may disqualify such alpha or Output in its sole discretion.

**所有权。**尽管有本协议或其它协议或谅解的规定，我们(或在某些情况下，我们的关联公司和/或许可人) 拥有以及将拥有以下各项的专属所有权：即 (a) 本平台；(b) 所有内容 (包括音频、照片、插图、图表、其它图像、文本、视频、副本、软件、商标和标志等)、或其中包含的代码、数据和材料 (包括其中包含的工作成果)、本平台的外观、感觉、设计和组织、上述内容、代码和数据的编辑、以及本平

台所使用的工艺、发明、材料和数据（条款 (b) 所列的项目统称为“本平台元素”）；(c) 所有基于对本平台申请的输出而产生的作品（“输出”）；以及 (d) 与本平台、上述“输出”或“本平台元素”相关的所有知识产权（下文将进行定义）。如果您拥有或获得上述任何知识产权，您特此同意将该知识产权转让给我们，以及同意执行相应的转让文件或文书，因为我们可能需要记录或完善上述任何内容。此外，您特此放弃对上述“工作成果”或“输出”的未经您允许的编辑、删除、修改、出版、传播或展示的任何“精神权利”。每个提交的 alpha 背后的想法和任何“输出”都应是可以被理解的。公司保留审查上交的 alpha 和“输出”的权利，并有权自主决定该 alpha 或“输出”是否合格。

## 6. Inventions, Patents, Trademarks and Copyrights.

### 发明、专利、商标和版权

#### (a) Definitions.

##### 定义

- (1) The term “Work Product” means any and all ideas, concepts, inventions, discoveries, methods, processes, strategies, data, derived data, databases, software (including, without limitation, both source code and object code in any language, format or medium), writings, designs, flow charts, works of authorship, models, drawings, photographs, specifications, techniques, trademarks, developments, improvements, forecasts, trading models, trading strategies, algorithms, systems, physical property, formulas, patterns, devices, compilations and all other proprietary know-how and technology, whether or not patentable or copyrightable, and all copies and tangible embodiments of any of the foregoing, in each case that are created for the Company or delivered (including via posting, inputting or submitting to the Platform) to the Company by you, whether alone or with others.

“工作成果”系指由您（无论是独自或与他人共同）为公司创造的或者向公司交付（包括邮寄、输入或向本平台提交的方式）的任何和所有创意、概念、发明、发现、方法、流程、策略、数据、派生数据、资料库、软件（包括但不限于以任何语言、格式和媒介存在的源代码和目标代码）、著作、设计、流程图、原创作品、模型、图纸、照片、规格、技艺、商标、开发、改进、预测、交易模式、交易策略、算法、系统、实物、公式、图案、装置、汇编和所有其它专有技术（无论是否可取得专利权或版权），以及任何前述内容的所有副本和有形载体。

- (2) The term “trademark(s)” means any name, word, phrase, logo, design or other graphic depiction generated during the performance of this Agreement that is or can be used to describe either a product or service of the Company and that is created for the Company by you, either alone or with others.

“商标”系指在本协议履行期间，由您独自或与他人共同为公司创造的，用于或可用于描述公司的任何产品或服务的任何名称、措词、短语、标志、设计或其它图像。

- (3) The term “Intellectual Property Rights” means all intellectual property rights throughout the world, including, without limitation, (A) all rights relating to the protection of inventions, including patents, patent applications and invention disclosures; (B) all rights in works of authorship, copyrightable works, registered and

unregistered copyrights, all rights to databases and data collections, and registrations and applications for registration thereof; (C) all rights in registered and unregistered trademarks, and registrations and applications for registration thereof, together with all goodwill associated therewith; (D) all rights relating to the protection of computer software (including, without limitation, both source code and object code); (E) all rights relating to the protection of trade secrets, know-how and proprietary information; (F) all moral and economic rights of authors and inventors, however denominated, throughout the world; (G) all rights to obtain renewals, reissues, reexaminations, continuations, continuations-in-part, divisions or other extensions of legal protections pertaining thereto; (H) all claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing; and (I) any right analogous to those set forth in this Section 5(a)(3).

“知识产权”系指世界范围的所有知识产权，包括但不限于：(A) 所有与保护发明相关的权利，包括专利、专利申请和发明披露的权利；(B) 对作品享有的全部权利、受版权保护的作品、已登记或未登记的版权、对数据库和数据集合的权利、以及对其进行注册和注册申请的权利；(C) 对已注册或未注册的商标的权利、对其进行注册及注册申请的权利、以及所有相关的商誉权；(D) 与计算机软件保护相关的所有权利 (包括但不限于源代码和目标代码)；(E) 与商业秘密、专有技术和专有信息保护相关的所有权利；(F) 作者和发明人 (不论以何种名义) 在全世界范围内享有的全部人身权利和财产权利；(G) 为获得更新、再版、复审、延续、部分延续、分离、或其它相关法律保护延伸的所有权利；(H) 对上述内容的侵权或盗用行为要求索赔或提起诉讼的所有权利；以及 (I) 任何与第 5(a)(3) 部分所述类似的权利。

**(b) Title to Work Product, Trademarks, and Inventions Produced.** It is understood and agreed that the entire right, title and interest throughout the world to all Work Product, and all Intellectual Property Rights therein, that are conceived, prepared, procured, generated or produced, whether or not reduced to practice, by you, either solely or jointly with others during the course of and in connection with or as related to your retention as an independent contractor or the performance of this Agreement, shall be and hereby are vested and assigned by you to the Company. You agree promptly to disclose to the Company all Work Product. You agree to maintain all Work Product, including without limitation source code, within the Company's premises or facilities (including its computers for this purpose) and in a form and manner such that it is readily accessible by the Company's management and the Company will be able to comply on an ongoing basis with its supervisory and recordkeeping obligations as the Company may from time to time determine necessary under applicable national and local laws, rules, and regulations, as well as internal rules, regulations and procedures established by the Company from time to time. You agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Work Product and any rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent

information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Work Product and any rights relating thereto, and testifying in a suit or other proceeding relating to such Work Product and any rights relating thereto. You further agree that your obligation to execute or cause to be executed, when it is in your power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of your mental or physical incapacity or for any other reason to secure your signature with respect to any Work Product including, without limitation, to apply for or to pursue any application for any China or foreign patents or copyright registrations covering such Work Product, then you hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as your agents and attorneys in fact, whose power is coupled with an interest, to act for and in your behalf and stead to execute and file any papers, oaths and to do all other lawfully permitted acts with respect to such Work Product with the same legal force and effect as if executed or done by you.

工作成果、商标和发明的权属。双方理解并同意，您特此将其在担任公司的独立顾问或在履行本协议的期间，或与担任独立顾问或履行本协议有关的，独自或与他人共同构思、制作、获得、产生或创造（无论是否已实施）的在全球范围内的所有工作成果的全部权利、所有权和相关利益授予和转让给公司。您同意及时地向公司披露所有工作成果。您特此同意以合理的形式和方式将所有工作成果（包括但不限于源代码）保存在公司的办公场所和设备中（包括其为此目的而使用的电脑）上，以便公司管理人员的存取，并且使公司能够随时依照相关的国家和地方的所有适用法律、法规、规则以及公司建立的内部规则、规章和流程来履行其不时认为必要的监管和记录保管义务。您同意，在公司承担费用的情况下，以所有适当的方式协助公司或其指定者保护公司对上述工作成果的权利以及在全球范围内和该工作成果相关的任何权利，其中包括：向公司披露所有相关的信息和数据，签署公司认为合适或必要的所有申请、规程、誓言、转让以及所有其它文书（以便公司申请、注册、获得、保持、维护和行使这些权利，以及向公司或其继承人、受让人或指定人转让这些工作成果的专有权利，所有权和任何相关利益），以及在与这些工作成果及其任何权利相关的诉讼或其它法律程序中作证。您进一步同意，在本协议终止后，您应在其权限范围内继续签署或促使这些文书和文件得到签署。如果由于您在心智或身体方面的无行为能力或任何其它原因而导致公司无法获得您的与任何工作成果相关的签名，包括但不限于在中国或外国申请该工作成果的专利或版权时而需要的签名，那么您特此不可撤销地指定和任命公司及公司正式授权代表和代理人作为为您的代理人 and 律师，代表和代替您签署并提交与这些工作成果相关的任何文件、誓言和执行所有法律允许的其它行为，该行为效力等同于您亲自签署或执行的效力。

- (c) Documentation of Work Product. All memoranda, notices, files, records, or other documents concerning the business of the Company, including computer software or source code, made or compiled by you during the term of this Agreement and in the ordinary course of business, or made available to you, including, without limitation, anything pertaining to Work Product or Intellectual Property Rights in such Work Product, shall be the Company's property and shall be delivered to the Company at its request.

以文件形式存在的工作成果。所有与公司业务相关的备忘录、通知、文档、记录或其它文件，包括您在本协议期限内以及在日常业务过程中制作或编译的、或提供给您们的计算机程序或源代码，包括但不限于与上述工作成果或包含其中的知识产权有关的任何资料，皆属于公司的财产，并且须在公司要求时交付给公司。

- (d) **Assignment of Prior Work Product.** You hereby agree that any materials or work product created by you and delivered to the Company or its affiliates through the Platform prior to the date hereof shall be deemed Work Product hereunder. You hereby grant and assign all of your right, title and interest therein to the Company, and undertake to enter into any additional agreements or instruments as may be necessary to enforce such grant and assignment.

工作成果的转让。您在此同意，您在本协议生效前通过本平台创作并交付给公司或其关联公司的任何材料或工作成果，以下均视为工作成果。您在此将全部权利、所有权和相关利益授予和转让给公司，并同意签署实施该等授予和转让所必须的任何其他协议或文书。

7. **Maintenance of Work Product and Output.** We cannot be responsible for maintaining any Work Product or Output, and we may delete or destroy any Work Product or Output at any time.

“工作成果”和“输出”的维护。我们没有责任维护上述任何“工作成果”或“输出”；我们可随时删除或破坏上述任何“工作成果”或“输出”。

8. **Prohibited Use.** You will not and will not assist anyone else to (i) modify, adapt, copy, translate, publicly display, reverse engineer, disassemble or decompile the Platform; (ii) recompile or modify any source code that may be provided by us or use any results of use of the Platform to reverse engineer the Platform or discover any strategies, processes and techniques used or embodied by such Platform; (iii) attempt to circumvent, decrypt, or otherwise alter or interfere with the Platform; (iv) obtain or attempt to gain unauthorized access to other computer systems, materials, information or any services available on or through the Platform through any means, including through means not intentionally made publicly available or provided for through the Platform; (v) engage in spidering, "screen scraping," "database scraping", or any other automatic or unauthorized means of accessing, logging-in or registering on the Platform, or obtaining lists of users or other information from or through the Platform, including any information residing on any server or database connected to the Platform; (vi) use the Platform in any manner that could interrupt, damage, disable, overburden or impair the Platform or interfere with any other party's use and enjoyment of the Platform; (vii) use the Platform in violation of Company's or any third party's Intellectual Property Rights or other proprietary or legal rights; (viii) use the Platform in violation of any applicable law; (ix) "game," share, cheat or engage in any other unethical or dishonest behavior as it relates to the use or access of the Platform; or (x) use or access the Platform except as explicitly permitted by this Agreement. Any distribution, publishing or exploitation of the Platform, or of any Platform Elements, is strictly prohibited unless you have received our express written prior permission.

**禁止使用。**您不得 (亦不得协助他人): (i) 对本平台进行修改、改编、复制、翻译、公开展示、逆向工程、分解或反编译; (ii) 重新编译或修改我们可能提供的任何源代码; 或者利用本平台的应用成果进行本平台的逆向工程, 或发现本平台所应用或呈现的任何策略、工艺和技术; (iii) 尝试阻止、解码、更改或干涉本平台; (iv) 通过本平台或任何其它方式 (包括不是有意公开的或通过本平台提供的方式) 获得或尝试获得未经授权使用的其它计算机系统、材料、信息或任何服务; (v) 通过网络蜘蛛 (spidering)、屏幕抓取 (screen scraping)、资料库窥探 (database scraping) 或任何其它自动或未经授权的方式访问、登录或注册使用本平台, 或通过本平台获取用户列表或其它信息, 包括存储在与本平台连接的任何服务器或资料库上的任何信息; (vi) 在使用本平台 时以任何方式中断、破坏或干扰本平台、或使其超负荷运行、或影响任何其它用户对本平台的使用和体验; (vii) 在使用本平台时侵犯该公司或任何第三方的知识产权、所有权或法定权利; (viii) 在使用本平台时违反任何适用法律; (ix) 进行游戏(game)、分享、作弊或者其他和本平台的使用或访问有关的有损道德或诚信的行为; 或者 (x) 使用或访问本平台, 除非本协议明确允许。未经我们的书面同意, 严禁对本平台或任何上述“本平台元素”进行分发、出版或开发。

9. **User Information.** In the course of your use of the Platform, or the user registration process associated with the Platform you may be asked to provide to us certain personal information or other information relating to you (“User Information”). Our information collection and use policies with respect to the User Information is set forth in our WorldQuant Web Site Privacy Policy (“Privacy Policy”) currently at <http://www.worldquant.com/privacy-policy/>, which is incorporated herein by reference for all purposes. You acknowledge and agree that you are solely responsible for the accuracy and content of all information relating to you that you provide to us. In order to guarantee the quality of your personal information to avoid adverse impacts on your rights and interests, you may make corrections to inaccurate information directly on the Platform. Should you have any question over the use of your personal information, you can contact us via [privacy@worldquant.com](mailto:privacy@worldquant.com).

**用户信息。**在您使用或注册使用本平台的过程中, 您可能被要求向我们提供您的个人信息或其它与您相关的信息 (以下称为“用户信息”)。我们按照“WorldQuant 网页隐私权政策” (以下简称“**隐私权政策**”, 目前可从以下网址获得: <http://www.worldquant.com/privacy-policy/>) 收集和使用用户信息, 该政策以引用的方式并入本文。您特此明确并同意, 您对所有提供给我们的个人信息的准确性和内容承担全部责任。为了保障您个人信息的质量, 避免对您个人的权益造成任何不利影响, 您可以直接在本平台对那些不准确的信息直接进行更改。如果您对您个人信息的使用有任何疑问, 请通过 [privacy@worldquant.com](mailto:privacy@worldquant.com) 联系我们。

10. **Your Representations and Warranties.** You represent, warrant and covenant to us as of the date of your registration to access and use the Platform and each date that you access or use the Platform as follows:

**您的陈述和保证。**从您注册访问和开始使用本平台之日起, 以及在您访问或使用本平台的每一天中, 您特此保证并承诺:

- (a) You will, at your own expense, comply with all applicable laws, rules and regulations and assume all liabilities and obligations imposed by such laws, rules and regulations with respect to your performance of this Agreement. 您将自行承担您为履行本协议而承担的遵守一切所适用法律、条例、规章的相关费用, 并承担法律、条例和规章所要求您承担的全部责任和义务。
- (b) You have the full legal right, power and authority to:

您具有全部法律权利和权限

- (1) **execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby;**

执行本协议，以及完成本协议预期的事项；

- (2) **post the Work Product you are posting to the Platform as it is posted; and**

提供您向本平台提供的工作成果；以及

- (3) **render the services to the Company, all of which will be performed remotely, outside of the Company's office (or its branch, representative office, other subdivision (including those located in other areas), outside of a stationary work desk, territory or facility which is directly or indirectly falls under the control of the Company), using during the process of work information-telecommunication networks, including a network "the Internet".**

在公司办公场所之外向公司提供远程服务，（或在直接或间接受公司控制的固定办公桌、办公区或办公设施之外，向公司的分支代表处或其他分部（包括位于其他地区的分部）提供远程服务）。在工作期间，提供服务时使用包括“英特网”在内的信息电信网络。

- (4) **agree to our ownership of the Platform, all Work Product, all Output, Platform Elements and the Intellectual Property Rights in, to or related to the same.**

同意我们对本平台、一切工作成果、输出、本平台元素和上述知识产权的所有权，或与之相关的所有权。

- (c) **You will promptly inform us of any employment, assignment, consultancy or similar engagement or address change by updating your information on the Platform.**

您将在任何雇佣关系、任务分配、咨询关系或者类似的关系发生变化或者您的地址发生变化时，通过更新您在本平台上的信息来立即通知我们。

- (d) **The execution, delivery and performance of this Agreement do not conflict with any agreement to which you are a party or are bound, or any court order or judgment.**

本协议的订立、交付和履行和您作为其中一方或受其约束的任何协议或任何法院指令或判决不会产生冲突。

- (e) **The information you provide to the Company with respect to your bank account is and will be true, complete and correct, including without limitation, your ownership or control of such *bona fide* bank account, the banking institution administering such account, the name on the account, the account number and the routing number (ACH/SWIFT/IBAN).**

您向公司提供的关于您的银行账户的信息是真实、完整且正确的，且今后也将如此，包括但不限于您对该真实银行账户的所有权及控制、管理该账户的银行机构、账户名、账号及路径号码（ACH/SWIFT/IBAN）。

- (f) You will immediately (i) inform the Company if you enter into any arrangement or agreement which conflicts in any manner with, breaches or would reasonably be expected to result in a breach of the terms of this Agreement and/or your obligations hereunder and (ii) provide the Company with copies of any such agreement.

如果您达成了任何安排或者协议，且该等安排或者协议与本协议相冲突（不论以何种形式）、违反本协议或者可能合理的被认为将导致您违反本协议和/或您在本协议项下的义务，您应当：  
(i) 立即通知公司；且 (ii) 向公司提供此等协议的文本。

- (g) You acknowledge and agree that the documents, certifications, materials and personal information provided by you are complete, accurate and true. If you provide any incomplete, inaccurate, or false information to the Company, you shall be sole responsible for any legal consequences.

您承认并同意您提供的所有文件、证明、材料和个人信息都是完整、准确和真实的。如您向公司提交任何不完整、不准确或不真实的个人信息，由此产生的任何法律后果由您个人承担。

- (h) You are not employed by a Financial Services firm<sup>1</sup>, unless otherwise approved by the Company.

除非得到公司的许可，您不得与财务服务公司<sup>2</sup>建立雇佣关系。

- (i) This Agreement is a legal, valid and binding obligation enforceable against you in accordance with its terms, subject to (i) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights generally and (ii) general principles of equity.

依照 (i) 破产、无偿债能力、欺诈性转让、重整、延期偿付或其他影响债权人权利的适用法律 以及 (ii) 依照一般适用的公平原则，本协议对您为合法有效且有法律上约束力，依据条文内容可对您执行。

- (j) We may use the Work Product as permitted herein without violating any applicable law, rule or regulation or the Intellectual Property Rights or other rights of any third party, or any license, sublicense, covenant or contract between you and any third party and there is currently no actual or threatened claim, demand, or suit by any third party based on alleged violation of any of the foregoing.

我们可以依照本协议的规定使用上述工作成果，而不会侵犯任何适用法律或法规、或侵犯任何第三方的知识产权或其它权利、或侵犯您与任何第三方达成的许可、授权、协议或合同；而且目前没有现实或潜在的由于侵犯了任何上述事项而导致任何第三方的索赔、要求或诉讼。

- (k) The Work Product shall not contain any computer code intentionally designed to: (i) disrupt, disable, harm, or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation of the Work Product or our software, firmware, hardware, systems or networks

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<sup>1</sup> “Financial Services firm” as used above shall mean an asset manager, broker-dealer, bank or other firm engaged in investment related activities.

<sup>2</sup> “财务服务公司”是指资产管理人，经纪自营商、银行或者其他从事投资相关活动的公司。

(collectively, "Our Network"), (ii) disable any Work Product or Output or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (such code sometimes referred to as "time bombs," "time locks," or "drop dead" devices), or (iii) permit you or any third party to access any Work Product or Output to cause such disablement or impairment, or any other harmful, malicious or hidden procedures, routines or mechanisms which would cause the Work Product or any of Our Network to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations, including trojan horses. In addition, you shall not, for any reason or at any time (either during or after the term of this Agreement), invoke or otherwise use any disabling code that may be contained in the Work Product.

工作成果不得包含任何被故意设计用于以下目的的计算机代码：(i) 以任何方式（包括破坏美感）扰乱、阻止或危害工作成果或我们的软件、固件、硬件、系统或网络（以下统称为“我们的网络”）的运行；(ii) 阻止任何工作成果或输出，或者以任何基于在一段时间后崩溃、超过某个授权数量的副本，先于某个特定的日期或其他数字的方式来损害工作成果或输出的运行，这种代码有时被称为“定时炸弹”、“定时锁”或“完全停机装置”；或 (iii) 允许您或任何第三方访问上述任何工作成果或“输出”而导致上述阻止或损害；或使用任何其它有害的、恶意的或隐藏的程序或机制而导致工作成果或“我们的网络”的任何部分无法正常运行、或数据、存储媒体、程序、设备和通信受损，或以其它方式影响上述的运行，例如使用特洛伊木马病毒。另外，在任何时候（包括本协议的有效期间或之后），您不得以任何理由在工作成果中使用任何禁用代码。

- (l) Upon execution of this Agreement and solely by reason of your retention by the Company, you may come into possession of, have knowledge of or contribute to Confidential Information (as defined below). All of the Confidential Information is a valuable asset of the Company and is, will be and shall, at all times, including subsequent to the termination of this Agreement, remain the sole and exclusive property of the Company. You shall, at all times, hold the Confidential Information as secret. During the term of your retention by the Company and after termination of that arrangement, with or without reason, you shall not, directly or indirectly, individually or in combination or association with any person or entity, make use of, divulge or disclose to any third party any of the Confidential Information without, in each instance, the prior written consent of the Company. Upon termination of your service to the Company, with or without cause, you shall immediately deliver or cause to be delivered to the Company the Confidential Information in your possession or control, if any. As used herein, the term "Confidential Information" means all information or material not generally known to the public or the industry in which the Company is or may be engaged, as well as data, derived data and databases, in each case which are owned, licensed or possessed by the Company or in which the Company has an interest, including but not limited to Work Product, Output, the terms of this Agreement and the fact that you have entered into this Agreement with the Company.

自签订本协议之日起以及由于受聘于公司，您可能会占有、获悉上述保密信息，或对保密信息（下文进行定义）有贡献。所述保密信息皆为公司的贵重资产，而且无论在任何时候，包括在本协议终止后，皆属于公司的专有财产。在任何时候，您应对上述保密信息进行保密。在您服务于公司期间以及在本协议终止之后，未经公司的书面许可，您不得以任何理由、直接或间接地、独自或联合、协同任何个人或实体向任何第三方使用、泄露、或披露保密信息。当您终止为公司提供顾问服务之后（不管是否存在任何理由以及出于何种理由），您应立即向公司交付或促使交付其所持有或控制的全部保密信息（如有）。此处，“保密信息”系指公司拥有的、被授权许可的、占有的或拥有权益的，不为公众或公司所涉入或可能涉入的行业所知悉的所有信息和材料，以及数据、派生数据及资料库，包括但不限于上述工作成果、输出、本协议条款、以及您与公司订立本协议的事实。

**11. Trademarks. WORLDQUANT and WEBSIM are registered trademarks and WORLDQUANT BRAIN is a trademark belonging to our affiliate(s).**

商标。WORLDQUANT 与 WEBSIM 为注册商标；WORLDQUANT BRAIN 为公司的关联公司拥有的商标。

**12. Impersonation or Misrepresenting. While registering for access to the Platform or accessing or using the Platform, you represent and warrant that you have not and shall not: (a) impersonate any person; (b) misrepresent your identity, identifying or contact information or non-affiliation with another person or entity; or (c) use any other person's User Codes (as defined below).**

冒充或虚报。当您注册访问、访问或使用本平台时，您特此确认并保证，您没有和不会：(a) 冒充他人；(b) 虚报您的身份、联系信息、或与他人或实体的非关联关系；或 (c) 使用他人的用户编码（定义如下）。

**13. Limits On Work Product. You agree not to upload any Work Product on or through the Platform or otherwise provide us with any other materials which (a) violate any applicable law, rule or regulation, (b) violate, plagiarize or infringe any Intellectual Property Rights of a third party, or (c) violate or breach any confidentiality, contract or other legal rights of any third party. You should therefore be careful and selective about the information that you disclose in your submissions to the Platform and us, and in particular, you warrant that you have not disclosed and will not disclose any sensitive, proprietary or confidential information of a third party without proper authorization.**

对“工作成果”的限制。您特此同意，您通过本平台上传的任何上述“工作成果”或以其他方式向我们提供的任何资料不得：(a) 违反任何适用法律或法规；(b) 剽窃或侵犯任何第三方的任何知识产权；或 (c) 侵犯或破坏任何第三方的任何保密性、合同或其它法定权利。因而，当您向本平台或我们提交信息时，必须谨慎选择。您特此保证，未经授权，您没有并且不会披露任何第三方的任何敏感、专有或机密的信息。

**14. Right to Control Access. We reserve the right at any time and from time to time to make any changes to the Platform and/or to limit or remove your access to the Platform.**

控制访问的权利。我们保留在任何时候不时改变本平台和/或限制或删除您访问本平台的权利。

**15. Linking to the Platform. You will not link from any other web site to the Platform in any manner such that the Platform, or any page of the Platform, is "framed,"**

surrounded or obfuscated by any third party content, materials, advertising or branding or displayed on another website.

连接到本平台。您不得以任何方式将任何其它网站连接到本平台，以致本平台或本平台的任何网页被任何第三方的内容、资料、广告或标记所框住、围绕或扰乱，或被显示在其它网站上。

- 16. Indemnification.** You agree to defend, indemnify and hold Company, its affiliates, and its and their directors, officers, employees and agents harmless from and against any and all claims, actions, proceedings, liabilities, costs and expenses (“Losses”), including reasonable attorneys' fees, relating to or arising from (i) your access to or use of the Platform or (ii) your breach or violation of the law or of this Agreement or any representation or warranty herein. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you agree to cooperate with any such defense in addition to reimbursing Losses as incurred in accordance with this Section.

赔偿。您特此同意使上述公司或其关联公司、主管、职员、员工和代理免于承担由于（i）您访问或使用本平台；或（ii）您违反法律或本协议的任何陈述或保证而导致的任何和所有索赔、起诉、司法程序、债务、费用和开支（“损失”），包括合理的律师费。上述公司保留自费承担专门防范和控制否则您要赔偿的任何事项的权利，在这种情况下，在根据本条规定偿付公司的损失以外，您同意与公司充分合作以维护该公司的任何免责辩护。

- 17. DISCLAIMER OF WARRANTIES AND RESULTS.** THE PLATFORM IS PROVIDED "AS IS", "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WE HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES. WE DO NOT WARRANT THAT THE PLATFORM OR ANY OUTPUT WILL BE TIMELY, SECURE, UNINTERRUPTED, COMPLETE, ERROR FREE OR WILL MEET ANYONE'S REQUIREMENTS, OR THAT DEFECTS WILL BE CORRECTED. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

FURTHERMORE, THE PLATFORM PRODUCES AN ESTIMATE OF THE PAST INVESTMENT RESULTS OF A SELECTED PORTFOLIO AND DOES NOT NECESSARILY ACCURATELY PREDICT FUTURE TRADING RESULTS OR PERFORMANCE OF ANY STRATEGY OR ALGORITHM, WHICH MAY VARY SIGNIFICANTLY FROM THE RESULTS INDICATED BY THE OUTPUT. ALL OUTPUT IS FOR INFORMATIONAL PURPOSES ONLY. NOTHING ON THE PLATFORM CONSTITUTES OR SHOULD BE CONSTRUED AN OFFER OR SOLICITATION TO BUY OR SELL ANY SECURITY. ALTHOUGH THE PLATFORM MAY INCLUDE INVESTMENT-RELATED INFORMATION, NOTHING ON THE PLATFORM IS OR SHOULD BE CONSTRUED AS A RECOMMENDATION TO PURCHASE, SELL OR HOLD ANY SECURITY OR OTHER INVESTMENT, OR TO PURSUE ANY INVESTMENT STYLE OR STRATEGY. WE DO NOT GIVE ANY ADVICE OR MAKE ANY REPRESENTATIONS THROUGH THE PLATFORM AS TO WHETHER ANY STRATEGY, ALGORITHM, SECURITY OR INVESTMENT IS SUITABLE TO YOU OR WILL BE PROFITABLE. NOTHING ON THE PLATFORM IS INTENDED TO BE, AND YOU SHOULD NOT CONSIDER ANYTHING ON THE PLATFORM TO BE, INVESTMENT, ACCOUNTING, TAX OR LEGAL ADVICE.

**免责声明。**本平台是在“当时所是” (AS IS) 与 “当时所得” (AS AVAILABLE) 的原则上提供的，且没有任何保证（不论明示或默示），其中包括适用于某一特定用途的所有权、不侵权或适销性的担保。而且我们特此放弃任何和所有这类担保。我们不保证本平台的内容和任何上述“输出”是及时的、安全的、未受干扰的、完整的、无差错的、或者满足任何人要求的、或其缺陷可纠正的。您从我们这里或通过 WEBSIM 所获得的任何建议、结果或信息（不管是口头的还是书面的），皆不得产生本文未提及的任何担保。

此外，本平台对过去的某个投资组合给出了预测结果，但是不一定能准确预测将来的交易结果或任何策略或算法的性能，其输出和实际结果可能会有明显差异。所有输出仅作参考之用。本平台上的任何信息不构成或不得被视为买入或卖出任何证券的提议或请求。虽然本平台可能含有和投资相关的信息，但是本平台上的任何信息不得被视为购买、卖出或持有任何证券或其它投资产品、或追求任何投资风格或策略的建议。我们不会通过本平台向您陈述或建议某个策略、算法、证券或投资是否适合您或有利可图。本平台上的任何信息不得被视为投资、会计、税务或法律方面的建议。

- 18. LIMITATION OF LIABILITY. IN NO EVENT WHATSOEVER SHALL WE, OUR AFFILIATES, OR ANY FUND, FUND MANAGER OR FUND GROUP WITH WHICH WE ARE ASSOCIATED OR PERFORM SERVICES FOR OR ANY OF OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS (ALL THE FOREGOING COLLECTIVELY, THE "PROTECTED PERSONS") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST BUSINESS, SALES, SAVINGS OR PROFIT (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE), IN EACH CASE, ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, YOUR ACCESS TO OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE PLATFORM OR ANY OUTPUT, YOUR PROVISION OF WORK PRODUCT, EVEN IF SUCH PROTECTED PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. IN ADDITION, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED PERSONS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE) ARISING FROM THIS AGREEMENT OR YOUR ACCESS TO OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE PLATFORM OR ANY OUTPUT, YOUR PROVISION OF WORK PRODUCT EXCEED, IN THE AGGREGATE, THE AMOUNT, IF ANY, PAID BY YOU TO COMPANY FOR YOUR USE OF THE PLATFORM. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SURVIVES ANY REMEDY'S FAILURE OF ESSENTIAL PURPOSE. YOU AGREE THAT THE REMEDIES, DISCLAIMERS, LIMITATIONS AND INDEMNITY SET FORTH IN THIS AGREEMENT ALLOCATE THE RISKS OF THE PLATFORM, WORK PRODUCT AND OUTPUT BETWEEN US AND YOU AS AUTHORIZED BY APPLICABLE LAWS. THE ABSENCE OF FEES PAYABLE TO THE COMPANY FOR THE USE OF THE PLATFORM IN THIS AGREEMENT REFLECT AND ARE SET IN RELIANCE UPON THIS ALLOCATION OF RISK AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT.**

**责任限制。**在任何情况下，我们、我们的关联公司、或与我们有联系的或我们服务的任何基金、基金经理或基金组织，或我们的或他们的任何主管、官员、职员、代理或许可人（以下统称为“受保护人士”）不必承担由于您访问和使用（或不能访问或不能使用）本平台或任何上述“输出”或提供任何上述“工作成果”而直接或间接导致的任何直接、间接、特殊、附带、惩戒性或惩罚性损害赔偿金或业

务、销售、储蓄或利润的任何损失（无论是违反合同限制或民事侵权，包括疏忽或其它原因所致），尽管所述“受保护人士”已经被告知可能出现这些赔偿或损失。有些管辖区域不允许限制或免除附带损害赔偿或间接损害赔偿，因此上述关于限制的部分条款可能不适用于某些用户。此外，在任何情况下，如果本协议、或您对本平台或上述“输出”的访问或使用（或不能访问或不能使用）、或您提供的上述“工作成果”导致任何赔偿、损失或诉讼（无论是违反合同限制或民事侵权，包括疏忽或其它原因所致），上述“受保护人士”对您的累积赔偿总额不得超过您为了使用本平台而向上述公司支付的金额。如何任何特殊目的的补救措施失败，以上责任限制依然有效。您特此同意，本协议的上述法律救济、弃权、限制和赔偿条款在我们和您（依照适用法律被授权的用户）之间分配了本平台、上述“工作成果”和上述“输出”的风险。本协议规定的因使用本平台而需向公司支付的费用反映了上述风险分配和责任限制，并依此进行设置。

#### **19. The Platform is Accessed In the United States.**

Our affiliate(s) controls and operates the Platform from its offices in the United States of America. We do not represent that the Platform is appropriate or available for use in other locations except for the location incidated in this Agreement. Persons who choose to access the Platform from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

在美国访问和使用本平台。我们的关联公司通过本公司在美国的办事处控制和经营本平台。除本协议所示的地点外，我们没有表示本平台可以在其它国家或地区使用。如果用户选择在其它国家或地区使用本平台，该用户应自行承担 responsibility 并遵守当地的法律（如当地法律适用）。

#### **20. User Codes. We may provide you with and/or you may choose digital certificate(s), unique identifiers, user name(s) and/or password(s) which may be required to access or use the Platform (collectively, “User Code(s)”). You agree that (a) any such User Codes are personal to the individual to whom they are issued or chosen; (b) you will not share or disclose any such User Codes with any other person; (c) you will take all necessary actions to preserve the confidentiality of such User Codes; (d) you are responsible for ensuring that all information contained in any request for a User Code or user registration is complete, correct and up to date; (e) you are responsible for all acts, omissions and agreements that occur under any User Code; and (f) you shall notify us in writing in the event that you learn that: (i) any such User Code is lost, stolen, or improperly disclosed to a third party; (ii) the confidentiality of any User Code has been compromised in any way; or (iii) you learn about a possible or actual unauthorized access to and/or use of the Platform.**

用户代码。我们可能向您提供和/或您可以选择数字证书、唯一标识符、用户名和/或密码（统称为“用户代码”）来访问和使用本平台。您特此同意：(a) 任何这类用户代码仅供相应的用户使用；(b) 您不得向他人透露任何这类用户代码；(c) 您应采取所有适当的措施确保该用户代码的保密性；(d) 您应确保用于用户注册或者为获取用户代码而提供的信息是完整的、正确的和最新的；(e) 用户负责在其用户代码下所发生的所有操作、遗漏和协定；以及 (f) 如果您发现有列情况，您必须书面通知我们：(i) 任何这类用户代码丢失、被盗或不恰当的向第三方披露；(ii) 任何这类用户代码的保密性受到威胁；或 (iii) 您发现可能出现或已经出现未经授权访问和/或使用本平台的情况。

#### **21. Miscellaneous. 其它规定。**

- (a) **Binding Effect.** This Agreement shall be binding upon the parties hereto and inure to the benefit of you and us and your and our respective successors and permitted assigns, including any successor to all or substantially all of the business and/or assets of a party whether direct or indirect, by purchase, merger, consolidation, acquisition of stock, or otherwise. You may not transfer or assign any of your rights or delegate any of your obligations under this Agreement without the Company’s prior written consent.

**约束力。**本协议对缔约双方具有约束力，并且有利于您和我们的权益，以及我们各自继承者和获准受让人（包括通过直接或间接收购、兼并、合并或购买股票等方式而成为一方的业务和/或资产的任何继承者和受让人）的权益。您不能在未经公司事先书面同意的情况下，将您在本协议项下的权利或义务转让给他人。

- (b) **Severability.** If any term or other provision of this Agreement, or any application thereof to any circumstances, is invalid, illegal or incapable of being enforced by any rule of law, or public policy in whole or in part, such provision or application shall to that extent be severable and shall not affect the validity of the other provisions or applications of this Agreement.

**可分割性。**在任何情况下，如果本协议的任何条款或其应用全部或部分依照任何法规或国家政策被裁定为无效、不合法或无法执行，该条款或其应用可独立执行，且不影响本协议其余条款的有效性。

- (c) **Entire Agreement; Survival.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, between the parties with respect to such subject matter. This Agreement is irrevocable and shall survive the termination of any agreement or your use of the Platform.

**完整协议；存续条款。**本协议包含了双方对本协议标的的全部理解，并取代双方之前和同期通过口头或书面方式就此主题达成的所有协议和谅解备忘录。本协议不可撤销；在双方的任何协议终止之后或者您停止使用本平台之后，本协议依然有效。

**Use of Certain Words.** As used in this Agreement, unless the context otherwise requires, (i) words in the singular number or in the plural number shall each include the singular number and the plural number, (ii) the use of any gender shall include all genders, (iii) “including” (and any of its derivative forms, e.g. “includes”) means including but not limited to, and (iv) “will”, “should” and “shall” are expressions of command, not merely expressions of future intent or expectation. The headings in this Agreement are for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Agreement.

**某些词语的使用。**在本协议中，除非文义另有所指，(i) 单数或复数的词语，应各自包括单数和复数的意思；(ii) 任何提及性别之处应包括所有性别；(iii) “包括”一词指的是包括但不限于；以及(iv) “将”、“应该”和“必须”皆属命令意念的表达，而不仅仅是将来或预期意念的表达。本协议所采用的标题仅作参考用途，不得限制或影响本协议的意思或解释。

- (d) **Relationship of the Parties.** Nothing herein shall be construed as: (i) placing the parties hereto in the relationship of joint venturers or partners or in a fiduciary or employment relationship and you shall not be eligible to participate in or be covered by any employment benefit plan or program sponsored by or through the Company (except as required by law); or (ii) permitting either party in any manner to act on behalf of the other party, make any representations regarding the other party or its business or bind the other party to any agreement or commitment.

**缔约各方的关系。**本协议的任何内容均不得被解释为：(i) 使本协议的双方建立合营、合伙或信托关系或劳动关系，您无权参加或享受公司赞助或通过公司提供的任何与劳动关系有关的福利计划或项目；或 (ii) 允许本协议的任何一方以任何方式代表另一方行动、就另一方或其业务发表任何陈述、或使另一方受任何协议或承诺的约束。

- (e) **Amendment and Modification.** This Agreement may not be amended or modified except by an instrument in writing duly signed by both parties hereto.

**修正和修改。**未经缔约双方的书面同意，不得对本协议做任何修正或修改。

- (f) **Waiver.** No provision of this Agreement may be waived or discharged unless such waiver or discharge is in writing and signed by the party to be charged. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

**弃权。**本协议的任何条款不得被放弃或免除，除非该放弃或免除经过另一方的书面同意。如果我们未能行使本协议规定的任何权利或未能执行本协议的任何条款，不得被视为放弃该权利或条款。

- (g) **Representations, Warranties, Obligations, Rights and Remedies Cumulative.** Our and your respective representations, warranties, obligations, rights and remedies herein shall be deemed cumulative, and our and your exercise of any one of our and your rights or remedies shall not preclude such our and your exercise of any other right or remedy then available to it (whether hereunder, another written, signed contract or at law or in equity).

**陈述、担保、义务、权利和救济的累加。**我们和您各自的陈述、担保、义务、权利和救济应被视为是累加的；我们和您在行使各自的任何权力或救济时，不得妨碍我们和您各自的任何其它权利的行使或当时可用的救济 (无论是另一份已签署的合同规定的、按照法律的或依衡平法的)。

- (h) **Governing Law and Jurisdiction.** This Agreement will be governed by and construed and enforced in accordance with the laws of the PRC. In respect of any claim, dispute, suit or action arising out of or relating to this Agreement, the Platform, any Work Product or any Output, the Company and you will try to settle any dispute through friendly consultation. If the parties are unwilling or fail to settle the dispute, either party may apply for arbitration before China International Economic and Trade Arbitration Commission in Beijing. Such arbitration decision shall be final and binding.

**适用法律和管辖。**本协议受适用于中华人民共和国的法律管辖，并依照该法律进行解释和执行。如出现和本协议、本平台、上述“工作成果”或上述“输出”有关的或其导致的任何索赔、纠

纷或诉讼，公司和您将尽力通过友好协商解决争议。若任何一方不愿或未能解决争议的，双方均可向北京中国国际经济贸易仲裁委员会申请仲裁。该仲裁裁决为终局和有约束力的。

- (i) **Third Party Beneficiaries.** The Protected Persons are intended third party beneficiaries of this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity other than the foregoing any rights, benefits or remedies of any nature whatsoever. Without limiting the generality of the foregoing, no provision herein shall be for the benefit of or enforceable by any creditor of any party hereto.

**第三方受益人。**在本协议中，所述“受保护人士”即为第三方受益人。本协议中的任何条款（不论明示或默示）不得被视为向该“受保护人士”之外的任何其它个人或实体授予任何性质的权利、权益或救济。在不限限制前述条款之一般性的情况下，本协议的任何条款不得被视为是为了任何一方之债权人的权益，或者可被该债权人强制执行。

- (j) **Taxes.** You shall be solely responsible for and shall timely pay any individual income tax or other taxes levied or based upon your income or any fees or other compensation payable to or derived by you pursuant hereto in accordance with PRC law.

**赋税。**您应当根据中国法律的规定，独自负责并及时缴纳任何根据本协议的规定、且基于您的收入或任何向您支付或来源于您的费用或报酬而产生的任何个人所得税或其他税费。

- (k) **Electronic Communications.** You consent to receive communications from us electronically or as otherwise permitted under the Privacy Policy, which may be updated from time to time, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

**电子通讯和签名。**您同意通过电子方式或者其他在隐私权政策下所允许的方式（该等方式可能会不断更新）接收我们的通讯信息；您特此承认，我们通过电子方式提供给您的所有协议、通知、公告和其它通讯信息皆满足任何涉及书面通讯的法律要求。

- (l) **This Agreement is written in both Chinese and English. Both language versions are equally authentic. In the event of any discrepancy between the two versions, the Chinese version shall prevail.**

本协议以中英文书写，两种文本具有同等效力。如中英文本之间存在差异，以中文文本为准。

- (m) **This Agreement is executed in two originals and you and the Company each will have one original. This Agreement will be effective upon the signature or chopping of the Parties.**

本协议一式两份，您与公司双方各持一份。经双方签字盖章后生效。

[Signature Page Follows]

[以下为签字页]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Commencement Date.

特此证明双方已于生效日期执行本协议。

WORLDQUANT Consulting (Beijing) Co., Ltd., Shanghai Branch  
世坤咨询（北京）有限公司上海分公司

By: \_\_\_\_\_

签字人: \_\_\_\_\_

Name: \_\_\_\_\_

姓名: \_\_\_\_\_

Title: \_\_\_\_\_

职位: \_\_\_\_\_

Address: \_\_\_\_\_

地址: \_\_\_\_\_

\_\_\_\_\_

Consultant

独立顾问

Signature: \_\_\_\_\_

签字人: \_\_\_\_\_

Print Name: \_\_\_\_\_

打印姓名: \_\_\_\_\_

Address: \_\_\_\_\_

地址: \_\_\_\_\_

\_\_\_\_\_

ID/Passport Number: \_\_\_\_\_

身份证/护照号码: \_\_\_\_\_

## Annex A

### 附件 A

Your Individual Service Fee shall consist of compensation paid every six weeks (“**Base Individual Service Fee**”) and a quarterly payment (“**Quarterly Payment**”) based on submitted alphas. Below is the methodology for determining the Individual Service Fee, as of the Commencement Date. This methodology is subject to change in the sole discretion of the Company upon notice to you, which can be sent to you to the email address registered on <https://platform.worldquantbrain.com> under your personal account.

您的独立服务费将包含每六周发放的独立服务费（“**基础独立服务费**”）以及基于提交的阿尔法的季度津贴（“**季度津贴**”）。以下为独立服务费的计算方法，开始日期。公司有权自主决定修改该计算方法，修改的内容将在通知您后生效。通知可以发送至您在<https://platform.worldquantbrain.com>上注册的在您个人账户下的邮箱地址。

The Base Individual Service Fee is variable and dependent on your performance and productivity which is influenced in part by the number of alphas and the quality of alphas being submitted by you. Every Independent Contractor is expected to submit a minimum number of alphas per month to receive the Base Individual Service Fee. The methodology used for calculation of the Base Individual Service Fee can be viewed at <https://platform.worldquantbrain.com/profile/agreements>. Your Base Individual Service Fee is to be paid in installments every six weeks commencing with the first six-week period following the calendar month during which your background check has been completed and approved by the Company in its sole discretion.

公司将根据您的工作表现和工作效率对基础独立服务费做出调整。您提交的阿尔法的数量和质量将一定程度上影响公司对您工作表现和效率的评判。所有独立顾问每月至少应提交一定数量的阿尔法才能获得基础独立服务费。基础独立服务费的计算方法请见<https://platform.worldquantbrain.com/profile/agreements>。公司将从您完成背景调查且由公司自行决定通过背景调查的当月之后的第一个六周的周期开始，以分期付款的方式每六周向您发放您的基础独立服务费。

In addition, in respect of each calendar quarter<sup>3</sup> after the date set forth above during your continued engagement hereunder, you may be eligible to receive a Quarterly Payment, payable in the following calendar quarter. The Quarterly Payment is also variable and dependent on your performance and productivity, which is influenced in part by the number of alphas and the quality of alphas being submitted by you. To be eligible to receive the Quarterly Payment in respect of a given calendar quarter, you must submit at least one (1) alpha on a minimum of twenty (20) days during the given calendar quarter; provided that such alphas were not subsequently decommissioned during such given calendar quarter. The Quarterly Payment will be determined by a function, calculated in the Company’s sole discretion, based on the *product* of (i) the average Value Factor<sup>4</sup>, calculated solely

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<sup>3</sup> For purposes of clarification, a “calendar quarter” refers to each of the following periods during a calendar year: (a) January 1 – March 31; (b) April 1 – June 30; (c) July 1 – September 30; and (d) October 1 – December 31.

<sup>4</sup> The “Value Factor” captures the effect of recent alpha submissions on the performance of a combination of your alphas taking into account three particular elements: (a) the alpha’s individual performance, (b) the diversity of recent

in respect of the given calendar quarter with respect to alphas submitted during such given calendar quarter, *times* (ii) the aggregate net weight calculated solely in respect of the given calendar quarter with respect to all alphas submitted during your continued engagement hereunder. For the avoidance of doubt, (A) any alphas submitted before the given calendar quarter will not count for purposes of the Value Factor calculation in subclause (i) of the immediately preceding sentence and (B) any aggregate net weight calculated in respect of a calendar quarter before the given calendar quarter with respect to your alphas will not count for purposes of the aggregate net weight calculation in subclause (ii) of the immediately preceding sentence.

此外，在您为公司工作期间，在上述规定日期之后的每个日历季度<sup>5</sup>内，您将可能获得一笔季度津贴，该津贴将于下一个日历季度支付。公司也将根据您的工作表现和工作效率对季度津贴做出调整。您提交的阿尔法的数量和质量将一定程度上影响公司对您工作表现和效率的评判。在特定日历季度期间内，您必须在至少二十（20）天内每天提交至少一（1）个 alpha，且该 alpha 在该特定日历季度期间内未退役（decommissioned），您才有资格获得该特定日历季度的季度津贴。季度津贴将根据公司自行计算得出的函数确定，该函数为以下两者的乘积：(i) 仅就该特定日历季度，按照该特定日历季度期间提交的阿尔法计算的价值系数<sup>6</sup>的平均值，乘以 (ii) 仅就该特定日历季度，按照您在本协议项下工作期间提交的所有阿尔法计算的总净重。为避免歧义，(A) 在该特定日历季度之前提交的任何阿尔法将不得用于计算前一句第(i)款中的价值系数，且 (B) 就该特定日历季度之前的日历季度按照您的阿尔法计算的任何总净重将不得用于计算前一句第 (ii) 款中总净重。

The determination of the authorship of alphas, and the utilization of alphas by any strategies, shall be determined by the Company in its sole discretion.

阿尔法作者的确认以及使用 alpha 的任何策略将由公司全权自主决定。

The Quarterly Payment calculation shall be made at the end of each calendar quarter with respect to such calendar quarter so long as you have submitted at least one alpha on a minimum of twenty days of the applicable calendar quarter as set forth above. The Quarterly Payment (if any) shall be paid during the calendar quarter immediately following the calendar quarter in which such amounts are earned with respect to such calendar quarter.

每个季度的季度津贴的计算应在该日历季度末进行，条件是只要您已在该日历季度内最少 20 天内提交了至少一个 alpha。某一日历季度所赚取的季度津贴（如有）将于该日历季度的下一个日历季度支付。

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alpha submissions, and (c) the uniqueness of submissions as compared to your past submissions and those of other consultants.

<sup>5</sup> 为明确起见，一个“日历季度”指一个日历年度内的以下各期间：(a) 1月1日至3月31日；(b) 4月1日至6月30日；(c) 7月1日至9月30日；以及(d) 10月1日至12月31日。

<sup>6</sup> “价值系数”体现了最近提交的阿尔法对您的阿尔法组合的表现的影响，同时考虑如下三个特定因素：(a) alpha 的个体表现，(b) 最近 alpha 提交的多样性，以及 (c) 本次提交的内容与您及其他顾问过去提交的内容相比的独特性。

For the avoidance of doubt, and notwithstanding anything herein to the contrary, no portion of the Individual Service Fee shall be payable to you until such time as your background check has been completed and approved by the Company in its sole discretion.

为避免歧义，即便本附件有任何相反规定，直到您完成背景调查并由公司自行决定您通过背景调查之时，公司不会向您支付任何独立服务费。