



## INTERNATIONAL SUBCONTRACTOR AGREEMENT

RSM US LLP

**THIS AGREEMENT** is made and entered into this 9th day of February 9, 2023 by and between RSM US LLP, an Iowa limited liability partnership, ("RSM"), with an office located at 80 City Square, Boston, MA 02129, and RSM China, a member firm of RSM International, ("Member Firm"), with an office located at 22nd floor, Raffles City, Shanghai, China. In consideration of the mutual covenants herein set forth, RSM and Member Firm agree as follows:

### 1. RETENTION OF SERVICES

RSM ("Prime") has entered into a contract dated February 9, 2023 (the "Prime Contract") with Charles River Laboratories, Inc. (the "Client") pursuant to which Prime has agreed to perform the services described in the Prime Contract. Prime and RSM China ("Contractor") desire to have Contractor perform certain of those services for the Client on behalf of Prime. Therefore, Prime agrees to retain Contractor and Contractor agrees to provide to Prime the services (the "Services") described on the statement of work (the "Statement of Work") attached hereto as Exhibit A.

### 2. COMPENSATION

- A. Prime will pay Contractor for the Services according to the compensation schedule set forth in the Statement of Work.
- B. All compensation due Contractor will be paid within sixty (60) days of delivery of an invoice to Prime from Contractor for all Services rendered. All such invoices shall state the Prime client project code and the number of hours worked by day and shall describe the nature of work done in sufficient detail as Prime may reasonably require.
- C. Contractor agrees to submit all such invoices within thirty (30) days of the date the work was performed.
- D. Contractor agrees to be responsible for all expenses Contractor incurs in connection with this Agreement. Such expenses include, but are not limited to, accounting fees, legal fees, advertising, office expenses, telephone, vehicles, mileage, travel, entertainment, and any other business expenses of Contractor in the performance of this Agreement. Notwithstanding the foregoing, Prime will reimburse Contractor for actual and reasonable pre-approved travel expenses (to include airfare, ground transportation, parking, meals, and lodging) incurred in providing Services to the Client in accordance with the travel expense reimbursement policy attached hereto as Exhibit B.
- E. If the Client does not pay Prime for Contractor's Services due to Contractor's failure to provide satisfactory Services, then Prime will have no obligation to pay Contractor for such Services.
- F. Contractor acknowledges and understands that Prime may not receive payment from the Client under the Prime Contract. In the event the Client does not pay Prime under the Prime Contract, Prime shall have no obligation to pay Contractor for Services rendered or expenses incurred in connection with this Agreement.

### 3. RELATIONSHIP OF THE PARTIES

The parties intend Contractor to serve solely under this Agreement as an independent contractor and not as an employee, agent, partner, or joint ventures of Prime. No other relationship is intended to be created between the parties. Contractor will have no power or authority to bind Prime or assume or create any

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obligation or responsibility on Prime's part or in Prime's name, and will not represent to any third party that Contractor has such power or authority.

#### **4. INSURANCE**

Contractor will carry, at its own expense, all necessary insurance coverage for the performance of its Services under this Agreement, including professional liability insurance with coverage of an amount equivalent to at least one million USA dollars and general liability insurance in amounts reasonably acceptable to Prime, and workers' compensation and all other statutorily required insurances. Upon request, Contractor will provide to Prime certificates of insurance evidencing the above coverage. Contractor will provide Prime with prompt written notice of any material change in any insurance coverage required to be carried by Contractor under this Section 4.

#### **5. DELIVERABLES**

Upon full payment of all amounts due Contractor in connection with this Agreement, all right, title and interest in the deliverables set out in the Statement of Work will become Prime's sole and exclusive property, except as set forth below. Contractor will retain sole and exclusive ownership of all right, title and interest in its work papers, proprietary information, processes, methodologies, techniques, ideas, concepts, trade secrets, know-how and software existing prior to the delivery of the Services or which is created outside of the provision of services for Prime. To the extent the deliverables contain Contractor's proprietary information, Contractor grants Prime a non-exclusive, non-assignable, royalty-free license to use it in connection with the deliverables and the subject of the Statement of Work and for no other or further use, except that Prime may sublicense such proprietary information to the Client for use in connection with the deliverables and the subject of the Prime Contract. To the extent the deliverables contain the proprietary information of a third party, Prime agrees to comply (and to cause the Client to comply) with such third party's terms of license as the same are communicated to Prime and/or the Client.

#### **6. TERM AND TERMINATION OF AGREEMENT**

- A. The term of this Agreement shall be as set forth in the Statement of Work.
- B. Prime may terminate this Agreement at its convenience and without any breach by Contractor upon five (5) days advance written notice to Contractor without liability to Contractor other than to pay amounts due.
- C. In addition, either party may terminate this Agreement upon ten (10) days advance written notice to the other in the event the other party breaches a material term of this Agreement and fails to cure such breach within such ten (10) day period or such other period as the parties may agree. Prime may also terminate this Agreement immediately in its sole discretion upon Contractor's breach of Section 7.
- D. Upon expiration or sooner termination of this Agreement, Contractor shall return to Prime, within five (5) days after expiration or termination, all of the Prime's and its clients' (including the Client's) computer equipment and software (and all copies thereof), computer printouts, computer disks, office keys, security cards, customer lists, supplier lists, work papers, files, records, and documentation obtained in connection with Contractor's performance under this Agreement, and any other property of the Prime and/or its clients (including the Client) held by Contractor or under Contractor's control.
- E. Within thirty (30) days after expiration or sooner termination of this Agreement, both parties agree to pay in full any amounts owed to each other as of the effective date of such expiration or termination.

## 7. CONFIDENTIAL INFORMATION

Contractor agrees to hold all Confidential Information (as hereinafter defined) disclosed to or otherwise obtained by Contractor in connection with this Agreement in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to any person or entity and not to use any Confidential Information for any purpose whatsoever other than is required in the performance of Contractor's duties under this Agreement.

Contractor shall take all reasonable precautions to prevent disclosure of the Confidential Information to unauthorized persons or entities. Contractor agrees to notify Prime promptly and in writing of any circumstances of which Contractor has knowledge relating to any possession, use, or knowledge of any portion of the Confidential Information by any unauthorized person.

"Confidential Information" means any information, technical data, or know-how concerning Prime or the Client disclosed or made available by the Prime and/or the Client to Contractor either directly or indirectly in any form whatsoever (including, but not limited to, in writing, in machine readable or other tangible form, orally or visually).

Confidential Information does not include information, technical data, or know-how which: (i) is in Contractor's possession at the time of disclosure as shown by Contractor's files and records immediately prior to the time of disclosure; (ii) is or becomes known to the public through no fault or breach of this Agreement by Contractor; (iii) is approved for release by written authorization of Prime; or (iv) is disclosed to Contractor by a third party not in violation of any obligation of confidentiality.

Notwithstanding anything in this Section 7 to the contrary, Contractor may disclose the Confidential Information to the extent required by applicable law, regulation, or a valid order by a court or other governmental body; provided, however, that Contractor will, unless prohibited by law, regulation, or such order, use its best efforts to notify Prime in writing of such requirement prior to making such disclosure and to cooperate with Prime so that Prime may seek an appropriate protective order or waive compliance by Contractor with the provisions of this Section 7, or both. If, absent the entry of a protective order or receipt of a waiver, Contractor is, in the opinion of its legal counsel, legally compelled to disclose such Confidential Information, Contractor may disclose such Confidential Information to the person and to the extent required without liability under this Section 7, provided that Contractor uses its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

Upon expiration or termination of this Agreement, Contractor shall promptly surrender to Prime, without retaining copies, all tangible things which are or contain Confidential Information, and, subject to the terms below, shall expunge from its systems and records all Confidential Information in any other form or media. Upon request, Contractor will certify in writing Contractor's compliance with the foregoing requirement. With respect to Confidential Information communicated through email or which has been scanned or otherwise stored electronically by the Contractor, Contractor will use commercially reasonable efforts to delete such information from its active storage medium; provided, the parties acknowledge and accept that Contractor's deletion of (a) email messages from individual mailboxes or (b) documents from network or individual hard drives will not result in the removal of all copies of such information from its back-up or archival systems. Neither Contractor's retention of archival copies nor failure to remove copies from its back-up or archival systems will be deemed a breach of this agreement. Further, Contractor may maintain a copy of any Confidential Information necessary to support its work product generated in connection with the performance of its Services, solely for reference and archive purposes, but only if required by professional standards or regulatory requirements. Any Confidential Information retained will remain subject to the

confidentiality obligations of this Agreement, be maintained in a secure environment, and be destroyed in accordance with Contractor's document retention policies.

Contractor acknowledges and agrees that a breach of any of its obligations under this Section 7 may result in irreparable injury to the business of Prime for which there may be no adequate remedy at law, and Prime shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of this Section 7 by Contractor. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Section 7 but shall be in addition to all other remedies available at law or in equity.

#### **8. NON-EXCLUSIVITY**

During the term of this Agreement, Prime may engage the services of any other individual or company that competes with Contractor or offers services similar to those offered by Contractor, and any such engagement shall not be considered a breach of this Agreement.

#### **9. ASSIST IN DEFENSE OF CLAIMS**

During and after the term of this Agreement, Contractor agrees to assist Prime in connection with the defense of any claims involving the Client and/or its officers, employees, or agents. Contractor will be reimbursed for reasonable expenses necessary to Contractor's assistance and cooperation in the defense of these claims.

#### **10. SETOFF**

Contractor agrees that, in addition to any other remedies available to Prime, Prime may set-off any fees owed to Contractor pursuant to this Agreement against any amounts owing by Contractor to Prime.

#### **11. INDEMNIFICATION BY CONTRACTOR**

Contractor hereby agrees to indemnify, defend, and hold harmless Prime, its affiliates, and their respective officers, directors, employees, and agents (each of the foregoing being hereinafter referred to individually as a "Prime Indemnified Party") from and against any and all liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes, or damages (collectively "Liabilities") arising out of or relating to any:

- A. personal injury, death, or property damage to the extent caused by the negligence or willful misconduct of Contractor, its employees, agents, or contractors;
- B. breach or default by Contractor of any term or provision of this Agreement;
- C. claim asserted by the Client against any Prime Indemnified Party to the extent such Liabilities arise out of or result from the Services;
- D. claim that the Services and/or any deliverables, or any portion thereof, infringe upon or violate any patent, copyright, trade secret, contractual, or any other proprietary right of any third party; and
- E. claim asserted by any third party (including any employee or contractor of Contractor) against any Prime Indemnified Party in connection with the calculation and payment by Contractor, on behalf of its

employees or contractors, of any wages, salaries, compensation, taxes, withholdings, and other statutory or contractual obligations of any sort.

Prime shall promptly notify Contractor of any third party claim subject to indemnification hereunder and Contractor shall, at Prime's option, conduct the defense or settlement of any such third party claim at Contractor's sole expense and Prime shall reasonably cooperate with Contractor in connection therewith.

## **12. INDEMNIFICATION BY PRIME**

Prime hereby agrees to indemnify, defend, and hold harmless Contractor, its affiliates, and their respective officers, directors, employees, and agents (each of the foregoing being hereinafter referred to individually as a "Contractor Indemnified Party") from and against any and all Liabilities arising out of or relating to any:

- A. personal injury, death, or property damage to the extent caused by the negligence or willful misconduct of Prime, its employees, agents, or representatives;
- B. breach or default by Prime of any term or provision of this Agreement; and
- C. claim asserted by the Client against any Contractor Indemnified Party to the extent such Liabilities arise out of or result from services performed directly by Prime.

Contractor shall promptly notify Prime of any third party claim subject to indemnification hereunder and Prime shall, at Contractor's option, conduct the defense or settlement of any such third party claim at Prime's sole expense and Contractor shall reasonably cooperate with Prime in connection therewith.

## **13. LIMITATION OF LIABILITY**

Except for the parties' indemnification obligations under this Agreement, the total liability of Prime and Contractor relating to a Statement of Work entered into pursuant to this Agreement will in no event exceed an amount equal to the fees paid or owing to Contractor under the applicable Statement of Work giving rise to liability.

## **14. WARRANTIES**

Contractor shall perform the Services in a timely, professional, and workmanlike manner in accordance with the Statement of Work and the prevailing reasonable commercial standards applicable thereto. In the event that Prime notifies Contractor of a breach of the foregoing warranty within ninety (90) days after the performance of such Services, Contractor shall (a) re-perform or otherwise correct such nonconforming Services at no additional cost or (b) refund to Prime the fees paid for the nonconforming Services. These warranties are cumulative of and in addition to any other warranties provided by law.

## **15. BACKGROUND CHECKS**

Prior to providing any Services under this Agreement, Contractor will conduct background checks in accordance with its customary policies and practices. To the extent allowable by law, Contractor will not permit any individual whose background check contains adverse results to perform work under this Agreement. Contractor will maintain an inventory of the results of all background checks conducted in connection with this Agreement and will provide copies of such background checks to Prime upon Prime's request. Contractor acknowledges that a Statement of Work may require additional background check procedures if specified by Prime's Client.

#### **16. INDEPENDENCE**

Contractor represents, warrants, and affirms that all Services provided hereunder will be performed with independence, professional integrity and objectivity. Further, neither Contractor nor any of its employees, agents, or contractors providing the Services currently holds a direct or material indirect financial interest in the Client, and that Contractor, its employees, agents, and contractors, will take all precautions necessary to ensure they do not acquire a direct or material indirect financial interest in the Client while providing the Services. Contractor further represents, warrants, and affirms that none of its employees, agents, or contractors providing the Services have any personal or family relationships with individuals employed by the Client that would create an impairment of its independence and objectivity.

#### **17. COMPLIANCE WITH LAWS**

In performing its obligations under this Agreement, Contractor will fully comply with any and all applicable local, national and international laws, rules, regulations, and ordinances.

#### **18. COMPLETE AGREEMENT**

This Agreement is the parties' entire understanding on its subject matter, and supersedes all prior understandings or agreements. No other representations, promises, agreements, or understandings, whether oral or written, shall be of any force or effect. This Agreement shall be binding upon and inure to the benefit of Prime, its permitted successors, or assigns.

#### **19. HEADINGS**

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

#### **20. NEUTRAL INTERPRETATION**

This Agreement constitutes the product of the negotiation of the parties hereto and the enforcement hereof shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship hereof.

#### **21. NONASSIGNABILITY**

Contractor shall not assign, transfer, or subcontract this Agreement or any of its obligations hereunder without Prime's prior written consent.

#### **22. GOVERNING LAW AND LANGUAGE**

This Agreement shall be governed by and construed in accordance with the laws of Illinois, excluding its conflict of law rules. All actions in any way arising out of or related to this Agreement shall be litigated in courts within such jurisdiction, and the parties hereby consent and submit to the venue and jurisdiction of any local, state, or federal court located therein. The English language shall be the governing language of this Agreement.

**23. SEVERABILITY**

If any provision of this Agreement is held overbroad, invalid, or otherwise unenforceable under the applicable law and circumstances by the reviewing court, the parties agree to a reduction of the scope (including time and geographic area) and the remainder shall remain in full force and effect. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other provision. If any portion is held invalid or unenforceable with respect to particular circumstances, it nevertheless shall remain in full force and effect in all other circumstances.

**24. WAIVER OF BREACH**

No change or modification to or waiver of any provision under this Agreement shall be valid unless in writing and signed by both parties. No waiver of any breach, term, or condition of this Agreement by any party, whether by conduct or otherwise, in any one or more instance, shall constitute a further waiver of the same or any other breach, term, or condition. Failure, delay, or forbearance of any party to insist on strict performance of any provision of this Agreement, or to exercise any rights or remedies hereunder, shall not be construed as a waiver.

**25. NOTICES**

Any notice required or permitted under this Agreement shall be in writing and be deemed given: (a) if by hand delivery, upon receipt thereof; or (b) if sent by recognized international overnight courier, five (5) days after deposit with such courier, postage prepaid, delivered, or addressed at the addresses first set forth above, or at such other address provided by advance written notice to the other party.

**26. SURVIVAL AFTER TERMINATION**

The terms of this Agreement which by their nature are to survive this Agreement will survive its expiration or termination.

**27. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement. An executed copy of this Agreement shall be effective whether delivered as an original, by pdf format, or by facsimile transmission of an executed signature page.

**INTENDING TO BE LEGALLY BOUND**, each of the parties hereto has caused this Agreement to be executed by a duly authorized representative of such party as of the date first set forth above.

**RSM US LLP**

By: James A. Stanton  
Name: James A. Stanton  
Title: Principal

**RSM China**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A**  
**STATEMENT OF WORK**

This Statement of Work is issued pursuant to the International Subcontractor Agreement dated February 9, 2023 (the "Agreement") by and between RSM US LLP, an Iowa limited liability partnership ("Prime") and RSM China ("Contractor"). Any term not otherwise defined herein shall have the meaning specified in the Agreement.

**1. PROJECT OVERVIEW**

Internal audit Operational Audit Site Visits for Vital River division in China

**2. TERM**

Commencing March 2023 through January 2024

**3. SERVICES**

Eight site visits with proscribed work programs by the client to be performed by RSM China.

**4. DELIVERABLES**

Site visit work programs with results of test steps plus findings listing.

**5. SCHEDULE**

Visits to start in March 2023, testing throughout the year with year end conclusion by January 2024

**6. COMPENSATION**

Time and materials with an estimated 424 hours for an estimated fee of \$38,232 USD.

**7. OTHER PROVISIONS MUTUALLY AGREED TO BY THE PARTIES**

The terms of this Statement of Work are agreed to by:

**RSM US LLP**

By: James A. Stanton  
Name: James Stanton  
Title: Principal  
Date: February 9, 2023

**RSM China**

By: \_\_\_\_\_  
Name:  
Title:  
Date:



**EXHIBIT B**  
**TRAVEL EXPENSES**

Travel expenses must be approved in advance by Prime, and will be subject to the following:

- A. Itemization and receipts are required for all expenses;
- B. Travel time is not billable;
- C. Prime may require Contractor to use lodging and travel arranged through Prime's offices;
- D. Lodging expenses will include the cost of a single hotel/motel room plus applicable taxes at prevailing commercial rates within a reasonable distance from the project location. Lodging expenses will not include room service, recreation, or any direct charges to the room;
- E. Meals, reasonable tips, and incidental expenses will be reimbursed at actual cost, not to exceed an amount equivalent to fifty USA dollars (\$50) per day;
- F. Airline fares will include the actual cost for commercial coach or economy class (with a copy of airline ticket or receipt);
- G. Commercial shuttle services or hotel transportation to and from the airport should be used whenever practicable. Taxi service should only be used if such transportation is not available, or in emergency situations;
- H. Auto rental will include the actual cost for commercial standard size automobile, including operating expenses, if any. Additional insurance coverage, as provided in the rental agreement, will not be reimbursed; and
- I. Mileage for travel in Contractor's or Contractor's employees' own personal vehicles in connection with the Services will be reimbursed at the rates set forth in applicable regulations in effect at the time the expense is incurred. Mileage should be supported by contemporaneous logs.





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Contractor shall take all reasonable precautions to prevent disclosure of the Confidential Information to unauthorized persons or entities. Contractor agrees to notify Prime promptly and in writing of any circumstances of which Contractor has knowledge relating to any possession, use, or knowledge of any portion of the Confidential Information by any unauthorized person.

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Upon expiration or termination of this Agreement, Contractor shall promptly surrender to Prime, without retaining copies, all tangible things which are or contain Confidential Information, and, subject to the terms below, shall expunge from its systems and records all Confidential Information in any other form or media. Upon request, Contractor will certify in writing Contractor's compliance with the foregoing requirement. With respect to Confidential Information communicated through email or which has been scanned or otherwise stored electronically by the Contractor, Contractor will use commercially reasonable efforts to delete such information from its active storage medium; provided, the parties acknowledge and accept that Contractor's deletion of (a) email messages from individual mailboxes or (b) documents from network or individual hard drives will not result in the removal of all copies of such information from its back-up or archival systems. Neither Contractor's retention of archival copies nor failure to remove copies from its back-up or archival systems will be deemed a breach of this agreement. Further, Contractor may maintain a copy of any Confidential Information necessary to support its work product generated in connection with the performance of its Services, solely for reference and archive purposes, but only if required by professional standards or regulatory requirements. Any Confidential Information retained will remain subject to the

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- A. personal injury, death, or property damage to the extent caused by the negligence or willful misconduct of Contractor, its employees, agents, or contractors;
- B. breach or default by Contractor of any term or provision of this Agreement;
- C. claim asserted by the Client against any Prime Indemnified Party to the extent such Liabilities arise out of or result from the Services;
- D. claim that the Services and/or any deliverables, or any portion thereof, infringe upon or violate any patent, copyright, trade secret, contractual, or any other proprietary right of any third party; and
- E. claim asserted by any third party (including any employee or contractor of Contractor) against any Prime Indemnified Party in connection with the calculation and payment by Contractor, on behalf of its

employees or contractors, of any wages, salaries, compensation, taxes, withholdings, and other statutory or contractual obligations of any sort.

Prime shall promptly notify Contractor of any third party claim subject to indemnification hereunder and Contractor shall, at Prime's option, conduct the defense or settlement of any such third party claim at Contractor's sole expense and Prime shall reasonably cooperate with Contractor in connection therewith.

## **12. INDEMNIFICATION BY PRIME**

Prime hereby agrees to indemnify, defend, and hold harmless Contractor, its affiliates, and their respective officers, directors, employees, and agents (each of the foregoing being hereinafter referred to individually as a "Contractor Indemnified Party") from and against any and all Liabilities arising out of or relating to any:

- A. personal injury, death, or property damage to the extent caused by the negligence or willful misconduct of Prime, its employees, agents, or representatives;
- B. breach or default by Prime of any term or provision of this Agreement; and
- C. claim asserted by the Client against any Contractor Indemnified Party to the extent such Liabilities arise out of or result from services performed directly by Prime.

Contractor shall promptly notify Prime of any third party claim subject to indemnification hereunder and Prime shall, at Contractor's option, conduct the defense or settlement of any such third party claim at Prime's sole expense and Contractor shall reasonably cooperate with Prime in connection therewith.

## **13. LIMITATION OF LIABILITY**

Except for the parties' indemnification obligations under this Agreement, the total liability of Prime and Contractor relating to a Statement of Work entered into pursuant to this Agreement will in no event exceed an amount equal to the fees paid or owing to Contractor under the applicable Statement of Work giving rise to liability.

## **14. WARRANTIES**

Contractor shall perform the Services in a timely, professional, and workmanlike manner in accordance with the Statement of Work and the prevailing reasonable commercial standards applicable thereto. In the event that Prime notifies Contractor of a breach of the foregoing warranty within ninety (90) days after the performance of such Services, Contractor shall (a) re-perform or otherwise correct such nonconforming Services at no additional cost or (b) refund to Prime the fees paid for the nonconforming Services. These warranties are cumulative of and in addition to any other warranties provided by law.

## **15. BACKGROUND CHECKS**

Prior to providing any Services under this Agreement, Contractor will conduct background checks in accordance with its customary policies and practices. To the extent allowable by law, Contractor will not permit any individual whose background check contains adverse results to perform work under this Agreement. Contractor will maintain an inventory of the results of all background checks conducted in connection with this Agreement and will provide copies of such background checks to Prime upon Prime's request. Contractor acknowledges that a Statement of Work may require additional background check procedures if specified by Prime's Client.

**16. INDEPENDENCE**

Contractor represents, warrants, and affirms that all Services provided hereunder will be performed with independence, professional integrity and objectivity. Further, neither Contractor nor any of its employees, agents, or contractors providing the Services currently holds a direct or material indirect financial interest in the Client, and that Contractor, its employees, agents, and contractors, will take all precautions necessary to ensure they do not acquire a direct or material indirect financial interest in the Client while providing the Services. Contractor further represents, warrants, and affirms that none of its employees, agents, or contractors providing the Services have any personal or family relationships with individuals employed by the Client that would create an impairment of its independence and objectivity.

**17. COMPLIANCE WITH LAWS**

In performing its obligations under this Agreement, Contractor will fully comply with any and all applicable local, national and international laws, rules, regulations, and ordinances.

**18. COMPLETE AGREEMENT**

This Agreement is the parties' entire understanding on its subject matter, and supersedes all prior understandings or agreements. No other representations, promises, agreements, or understandings, whether oral or written, shall be of any force or effect. This Agreement shall be binding upon and inure to the benefit of Prime, its permitted successors, or assigns.

**19. HEADINGS**

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**20. NEUTRAL INTERPRETATION**

This Agreement constitutes the product of the negotiation of the parties hereto and the enforcement hereof shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship hereof.

**21. NONASSIGNABILITY**

Contractor shall not assign, transfer, or subcontract this Agreement or any of its obligations hereunder without Prime's prior written consent.

**22. GOVERNING LAW AND LANGUAGE**

This Agreement shall be governed by and construed in accordance with the laws of Illinois, excluding its conflict of law rules. All actions in any way arising out of or related to this Agreement shall be litigated in courts within such jurisdiction, and the parties hereby consent and submit to the venue and jurisdiction of any local, state, or federal court located therein. The English language shall be the governing language of this Agreement.

**23. SEVERABILITY**

If any provision of this Agreement is held overbroad, invalid, or otherwise unenforceable under the applicable law and circumstances by the reviewing court, the parties agree to a reduction of the scope (including time and geographic area) and the remainder shall remain in full force and effect. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other provision. If any portion is held invalid or unenforceable with respect to particular circumstances, it nevertheless shall remain in full force and effect in all other circumstances.

**24. WAIVER OF BREACH**

No change or modification to or waiver of any provision under this Agreement shall be valid unless in writing and signed by both parties. No waiver of any breach, term, or condition of this Agreement by any party, whether by conduct or otherwise, in any one or more instances, shall constitute a further waiver of the same or any other breach, term, or condition. Failure, delay, or forbearance of any party to insist on strict performance of any provision of this Agreement, or to exercise any rights or remedies hereunder, shall not be construed as a waiver.

**25. NOTICES**

Any notice required or permitted under this Agreement shall be in writing and be deemed given: (a) if by hand delivery, upon receipt thereof; or (b) if sent by recognized international overnight courier, five (5) days after deposit with such courier, postage prepaid, delivered, or addressed at the addresses first set forth above, or at such other address provided by advance written notice to the other party.

**26. SURVIVAL AFTER TERMINATION**

The terms of this Agreement which by their nature are to survive this Agreement will survive its expiration or termination.

**27. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement. An executed copy of this Agreement shall be effective whether delivered as an original, by pdf format, or by facsimile transmission of an executed signature page.

**INTENDING TO BE LEGALLY BOUND**, each of the parties hereto has caused this Agreement to be executed by a duly authorized representative of such party as of the date first set forth above.

**RSM US LLP**

By: James A. Stanton  
Name: James A. Stanton  
Title: Principal

**RSM China**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A**

**STATEMENT OF WORK**

This Statement of Work is issued pursuant to the International Subcontractor Agreement dated February 9, 2023 (the "Agreement") by and between RSM US LLP, an Iowa limited liability partnership ("Prime") and RSM China ("Contractor"). Any term not otherwise defined herein shall have the meaning specified in the Agreement.

**1. PROJECT OVERVIEW**

SOX Internal Audit Controls Testing Vital River division in China

**2. TERM**

Commencing March 2023 through January 2024

**3. SERVICES**

Design and operating effectiveness testing of key SOX controls to be performed by RSM China.

**4. DELIVERABLES**

Internal Audit workpapers and supporting evidence for key SOX controls as well as a list of findings identified.

**5. SCHEDULE**

Walkthroughs to start in March 2023, testing throughout the year with year end conclusion by January 2024


**6. COMPENSATION**

Time and materials with an estimated 360 hours for an estimated fee of \$49,680 USD.

**7. OTHER PROVISIONS MUTUALLY AGREED TO BY THE PARTIES**

The terms of this Statement of Work are agreed to by:

**RSM US LLP**

By:   
Name: James A. Stanton  
Title: Principal  
Date: February 9, 2023

**RSM China**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT B**  
**TRAVEL EXPENSES**

Travel expenses must be approved in advance by Prime, and will be subject to the following:

- A. Itemization and receipts are required for all expenses;
- B. Travel time is not billable;
- C. Prime may require Contractor to use lodging and travel arranged through Prime's offices;
- D. Lodging expenses will include the cost of a single hotel/motel room plus applicable taxes at prevailing commercial rates within a reasonable distance from the project location. Lodging expenses will not include room service, recreation, or any direct charges to the room;
- E. Meals, reasonable tips, and incidental expenses will be reimbursed at actual cost, not to exceed an amount equivalent to fifty USA dollars (\$50) per day;
- F. Airline fares will include the actual cost for commercial coach or economy class (with a copy of airline ticket or receipt);
- G. Commercial shuttle services or hotel transportation to and from the airport should be used whenever practicable. Taxi service should only be used if such transportation is not available, or in emergency situations;
- H. Auto rental will include the actual cost for commercial standard size automobile, including operating expenses, if any. Additional insurance coverage, as provided in the rental agreement, will not be reimbursed; and
- I. Mileage for travel in Contractor's or Contractor's employees' own personal vehicles in connection with the Services will be reimbursed at the rates set forth in applicable regulations in effect at the time the expense is incurred. Mileage should be supported by contemporaneous logs.