

Services Agreement (Tutoring Courses)

Agent受托人: Novel Prep

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Client Name 委托人: 娜娜实验

Guardian Name监护人: B H F R L

Address地址: Tianhe District, Guangzhou, Guangdong Province, China

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This Services Agreement (Tutoring Courses) (“Agreement”) is made this [2026年07月31日] (the “Effective Date”) between 娜娜实验, along with his or her guardian B H F R L (“Customer”), with an address at Tianhe District, Guangzhou, Guangdong Province, China and NovelPrep (“Service Provider”), a California corporation with offices located at 830 Roosevelt, Irvine, CA 92620. The Customer and Service Provider are sometimes collectively referred to herein as the “Parties” and individually as a “Party”.

本《服务协议》(辅导课程) (“协议”) 由 娜娜实验 (“客户”) 及其监护人 B H F R L , 住所为[Tianhe District, Guangzhou, Guangdong Province, China], 与 Novel Prep (“服务提供方”), 一家注册于加利福尼亚州的公司, 办公地址为 830 Roosevelt, Irvine, CA 92620, 于[2026年07月31日] (“生效日期”) 订立。客户与服务提供方在本协议中合称为“双方”, 单独称为“一方”。

Customer wishes to be provided with certain credit courses (collectively the “Services” as defined below) by Service Provider and the Service Provider agrees to provide the Services to the Customer in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

客户希望由服务提供方提供特定的学分课程（统称为“服务”，定义见下文），服务提供方同意按照本协议的条款和条件向客户提供该等服务。鉴于本协议所载的相互承诺及约定，以及其他良好且有价值的对价（双方在此确认已收到且充分），并有意依法受其约束，双方特此达成协议如下：

1. Services.服务

(a). Upon signing this agreement, Party B and their legal guardian shall make a one-time payment of__
_to Party A for the program fees. Upon receipt of the payment by Party A, Party B will be granted the status of a program participant and will be eligible to study the following programs:

本协议签订的同时，乙方及其法定监护人应当一次性向甲方缴纳项目费用____。自甲方收到乙方缴费之日起，乙方获得甲方项目学员身份，学习以下项目：

	Subject	Hour	Course Fee

The Parties acknowledge and agree that during the term of the Agreement the Services may be modified and/or expanded from time to time upon a written agreement executed by the Parties expressly referencing this Agreement.

双方确认并同意，在本协议有效期内，经双方签署书面协议并明确引用本协议的情况下，服务内容可随时进行修改和/或扩展。

(b). Customer acknowledges and agrees that Service Provider may, at its sole discretion, use consultants to perform some of the Services to be provided under this Agreement. In the event Service Provider utilizes consultants to perform any of the Services, Service Provider shall remain responsible to Customer for performance under this Agreement.

客户确认并同意，服务提供方可自行决定聘请顾问履行本协议项下的部分服务。如服务提供方聘请顾问提供任何服务，服务提供方仍应就本协议项下的履约情况对客户承担责任。

2. Fees and Expenses.费用及支出

(a). Fees. As full consideration for the provision of the Services, Customer shall pay Service Provider course fees in the amount of__(the “Fees”) upon the execution of this Agreement. Time is of essence. The payment instructions are attached in Exhibit A hereto.

费用，作为提供本协议项下服务的全部对价，客户应在签署本协议时向服务提供方支付课程费用共计____（“费用”）。付款时间至关重要。具体付款方式详见本协议附件 A。

(b). Expenses. Customer shall also pay Service Provider expenses as actually incurred and invoiced by Service Provider (the “Expenses”).

支出。客户还应支付服务提供方实际发生并开具发票的支出（“支出”）。

(c). Billing and Payment. Other than Fees, Service Provider shall prepare and submit an invoice to the Customer via mail, email, Wechat or facsimile covering the total amount owed for Expenses.

账单与付款。除费用外，服务提供方应通过邮件、电子邮件、微信或传真向客户出具并提交发票，以列明客户应支付的全部支出金额。

(d). Third Party Fees and Charges. It shall be the responsibility of the Customer to pay for any necessary fees and charges from third parties as may be necessary for the performance of the Services under this Agreement, unless otherwise specified in writing and agreed to by the Service Provider.

第三方费用及收费。除非服务提供方另有书面约定并同意，否则客户应负责支付因履行本协议项下服务所需的任何第三方费用及收费。

(e). Refund. If Party B requests to terminate the agreement after signing, Party A will handle it as follows:

退款。乙方在签订本协议后提出终止的，甲方将按以下方式予以处理：

If both parties terminate the program, the refund amount will be calculated as follows:

Refund Amount = Actual Paid Enrollment Fee - (Hours Consumed × Original Hourly Rate).

双方终止计划，退费金额=报名实缴费用-已消耗小时数*小时单价原价；

3. Warranty. The Services to be performed hereunder are tutorial courses agreed by the Parties. Service Provider does not warrant in any form the results or achievements of the Services provided. Service Provider warrants that the Services will be performed by qualified, teacher, consultant or personnel in a professional manner in accordance with the generally accepted industry standards and practices. Service Provider shall comply with all statutes, ordinances, regulations and laws of all international, federal, state, county, municipal or local governments applicable to performing the Services hereunder.

保证条款。本协议项下提供的服务为双方约定的辅导课程。服务提供方不以任何形式保证所提供服务的结果或成就。服务提供方保证，所提供的服务将由具备资格的教师、顾问或相关人员以符合行业公认标准和惯例

的专业方式履行。服务提供方应遵守所有适用于本协议项下服务履行的国际、联邦、州、郡、市或地方政府的法律、法规、条例及规定。

Limitation of warranty. The warranty set forth in this Section 3 is exclusive and is in lieu of all other warranties, express, implied, statutory or otherwise with respect to the services, work product or deliverables provided under this agreement, or as to the results which may be obtained therefrom. Service provider disclaims all implied warranties including, but not limited to, the warranties of merchantability, fitness for a purpose, or against infringement. Service provider shall not be liable for any services or work product or deliverables provided by third party vendors identified or referred to the customer by the service provider during the term of this agreement, pursuant to any SOW or otherwise. Customer's exclusive remedy for breach of this warranty is reperformance of the services, or if reperformance is not possible or conforming, refund of amounts paid under this agreement for such non-conforming services.

保证责任的限制。本协议第 3 条规定的保证具有排他性，并取代其他所有关于本协议项下提供的服务、工作成果或交付物及其可能取得的结果的明示、默示、法定或其他形式的保证。服务提供方明确排除所有默示保证，包括但不限于适销性、特定用途适用性或不侵权的保证。服务提供方不对本协议期限内向客户推荐或介绍的任何第三方供应商提供的服务、工作成果或交付物承担任何责任。客户针对违反上述保证的唯一救济方式为要求服务提供方重新履行服务，如无法重新履行或重新履行仍不符合要求，则可要求退还根据本协议已支付的相关不合格服务费用。

4. Customer's Obligations. When Service Provider provides Services to Customers, Customer shall be responsible for the following obligations:

客户的义务。服务提供方为客户提供服务期间，客户应承担以下义务：

(a). Promptly (in no event more than three days) pay Fees and Expenses;

及时支付费用及支出（不得超过三天）；

(b). Do not share his student account or any login information to Service Provider's system with any third party (not including Customer's guardian);

不得与任何第三方（客户的监护人除外）共享其学生账户或任何登录服务提供方系统的信息；

(c). Without express consent, not record any lessons or lectures of Service Providers;

未经明确同意，不得录制服务提供方的任何课程或讲座；

(d). comply with all reasonable requests of Service Provider;

配合并遵守服务提供方提出的所有合理要求；

(e). Abide by “Student Regulation” attached hereto in Exhibit B;

遵守本协议附件 B 中所列的《学生守则》;

(f). Sign the disclaimer attached hereto in Exhibit C.

签署本协议附件 C 中的免责声明。

The Parties agree that any breach of this Section 4 shall constitute a material breach of this Agreement and Novel Prep has right to terminate this Agreement pursuant to Section 10 hereof.

双方同意，客户违反本第 4 条的任何规定均构成对本协议的重大违约，Novel Prep 有权根据本协议第 10 条终止本协议。

5. Ownership of Service Provider’s Materials. This is not a work-for-hire agreement. The copyright in all materials (“Materials”) which are provided by Service Provider for Customer shall belong to the Service Provider. All intellectual property rights in all materials (including but not limited to video or audio lessons, print materials and other deliverables) and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Services hereunder are and shall remain the sole and absolute property of Service Provider. Customer or his or her guardian or any other parties who have access to Materials directly or indirectly via Customer shall not transmit, distribute, copy for re-sale, rent, or authorize third parties to use the Materials without the express authorization of Service Provider.

服务提供方资料的所有权。本协议并非一份职务创作协议。服务提供方向客户提供的所有资料（“资料”）的版权均属于服务提供方。在本协议项下履行服务过程中所使用、构思、创作、发现、发明或实施的所有资料（包括但不限于视频或音频课程、印刷材料和其他交付成果）及其开发成果的全部知识产权，均属于并将持续属于服务提供方专有且绝对的财产。未经服务提供方明确授权，客户或其监护人或其他任何通过客户直接或间接获得资料的第三方，不得转发、分发、复制用于转售、出租或授权第三方使用该等资料。

6. Confidential Information. 保密信息

(a). Confidential Information. The Parties acknowledge that by reason of their relationship to the other hereunder, each may disclose or provide access (the “Disclosing Party”) to the other Party (the “Receiving Party”) certain Confidential Information. “Confidential Information” shall mean (i) this Agreement; (ii) Materials; (iii) Customer’s confidential information; (iv) Service Provider’s information relating to its business, accounts, teachers, consultant and personnel; and (v) all other non-public information that may be at any time furnished, communicated or delivered by the Disclosing Party to the

Receiving Party, whether in oral, tangible, electronic or other form. All Confidential Information shall remain the property of the Disclosing Party.

保密信息。双方确认并同意，由于本协议项下的合作关系，一方（“披露方”）可能会向另一方（“接收方”）披露或提供访问某些保密信息的机会。“保密信息”是指：

(i) 本协议；(ii) 资料；(iii) 客户的保密信息；(iv) 服务提供方关于其业务、账户、教师、顾问及人员的相关信息；以及(v) 其他所有披露方以口头、有形、电子或其他任何形式随时向接收方提供、传达或交付的非公开信息。所有保密信息的所有权始终归披露方所有。

(b). Use of Confidential Information; Standard of Care. The Receiving Party shall maintain the Confidential Information in strict confidence and disclose the Confidential Information only to those people who have a need to know such Confidential Information to fulfill purposes contemplated by this Agreement. Receiving Party shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Receiving Party shall only use the Confidential Information in furtherance of its performance of its obligations under this Agreement, and agrees not to use the Disclosing Party's Confidential Information for any other purpose or for the benefit of any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall not decompile, disassemble, or reverse engineer all or any part of the Confidential Information.

保密信息的使用及保护标准。接收方应对保密信息严格保密，且仅向确实需要知悉保密信息以实现本协议目的的相关人员进行披露。接收方在保护保密信息免受任何未经授权的使用、披露、散布或发布时，应至少采取与保护自身类似信息相同程度的谨慎措施，且不得低于合理的谨慎程度。接收方仅可为履行本协议项下义务之目的使用保密信息，未经披露方事先书面批准，不得出于任何其他目的或为任何第三方的利益使用披露方的保密信息。接收方不得对全部或部分保密信息进行反编译、反汇编或逆向工程。

(c). Exceptions. Confidential Information does not include information that: (a) was lawfully in Receiving Party's possession before receipt from Disclosing Party; (b) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party; (c) is developed by Receiving Party independently of any Confidential Information it receives from Disclosing Party; (d) Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party's knowledge, breach of any legal or contractual obligation, or (e) is disclosed by Receiving Party with Disclosing Party's prior written approval.

例外情况。保密信息不包括以下信息：(a) 接收方在从披露方接收前已合法持有的信息；(b) 在披露之时或之后非因接收方的任何作为或不作为而被公众普遍知晓的信息；(c) 接收方独立于从披露方接收到的任何保密信息而自行开发的信息；(d) 接收方从有权披露该信息的第三方获得的信息，且据接收方所知，该第三方未违反任何法律或合同义务；或(e) 经披露方事先书面批准而由接收方披露的信息。

(d). Required Disclosures. If the Receiving Party is confronted with legal action to disclose Confidential Information received under this Agreement, the Receiving Party shall, unless prohibited by applicable law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief it deems appropriate, and Receiving Party shall reasonably assist disclosing Party in such efforts. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed.

强制披露。若接收方面临法律程序需披露根据本协议获得的保密信息，接收方应及时以书面形式通知披露方（法律禁止的情况除外），以便披露方有机会寻求保护令或其认为适当的其他救济措施，接收方应合理地协助披露方进行上述行动。如果仍需披露，接收方应将披露范围限制在经其法律顾问建议必须披露的部分保密信息内。

(e). Unauthorized Use or Disclosure of Confidential Information; Equitable Relief. In the event the Receiving Party discovers that any Confidential Information has been used, disseminated or accessed in violation of this Agreement, it will immediately notify the Disclosing Party, take all commercially reasonable actions available to minimize the impact of the use, dissemination or publication, and take all necessary steps to prevent any further breach of this Agreement. The Parties agree and acknowledge that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to the Disclosing Party for which there may be no adequate remedy at law. In such event the Disclosing Party shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in law or at equity.

未经授权使用或披露保密信息；公平救济。如果接收方发现任何保密信息被违反本协议的规定而被使用、传播或未经授权访问，接收方应立即通知披露方，并采取一切商业上合理的措施以尽可能减少该等使用、传播或公开造成的影响，同时采取一切必要步骤以防止进一步违反本协议。双方同意并确认，任何违反或可能违反保密信息处理义务的行为，都可能对披露方造成无法以法律途径充分弥补的不可挽回的损害。在

此情况下，除法律或衡平法下的其他救济外，披露方有权寻求禁令救济以防止进一步违反本协议，且无需提供担保。

(f). Return of Confidential Information; Survival. Receiving Party shall promptly return or, at Disclosing Party's option, certify destruction of all copies of Confidential Information at any time upon request or within 5 days following the expiration or earlier termination of this Agreement. Notwithstanding any expiration or termination of this Agreement, Receiving Party's obligations to protect the Confidential Information pursuant to this Section will survive for two years after the expiration or earlier termination of this Agreement.

保密信息的归还；条款的存续。接收方应在披露方提出要求时，或本协议到期或提前终止后的五（5）日内，立即归还所有保密信息及其副本，或根据披露方的选择，书面确认销毁所有保密信息及其副本。无论本协议到期或提前终止，接收方依据本条款对保密信息承担的保护义务仍应在本协议到期或提前终止后的两（2）年内继续有效。

7. Indemnification. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold the other party and its affiliates and their respective officers, directors, employees and agents harmless from and against all third-party claims, losses, liabilities, damages, expenses and costs, including attorney's fees and court costs, arising out of the Indemnifying Party's (i) gross negligence or willful misconduct or (ii) its material breach of any of the terms of this Agreement. The Indemnifying Party's liability under this Section shall be reduced proportionally to the extent that any act or omission of the other Party, or its employees or agents, contributed to such liability. The party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any claim and give complete control of the defense and settlement of the Indemnifying Party, and shall cooperate with the Indemnifying Party, its insurance company and its legal counsel in its defense of such claim(s). This indemnity shall not cover any claim in which there is a failure to give the Indemnifying Party prompt notice to the extent such lack of notice prejudices the defense of the claim.

赔偿责任。每一方（以下简称“赔偿方”）同意就因赔偿方 (i) 重大过失或故意不当行为，或 (ii) 严重违反本协议任何条款而产生的所有第三方索赔、损失、责任、损害赔偿、费用和成本（包括律师费和诉讼费），对另一方及其关联方，以及上述各方的管理人员、董事、雇员和代理人进行赔偿、保护并使其免受损害。如果该责任部分源自另一方或其雇员、代理人的作为或不作为，则赔偿方依据本条规定所承担的赔偿责任将相应按比例减轻。请求赔偿的一方应及时向赔偿方书面通知相关索赔情况，并将该索赔的抗辩及和解的全部控制权交

由赔偿方处理，且应与赔偿方、其保险公司及其法律顾问合作，共同抗辩此类索赔。若因未及时通知赔偿方而影响索赔抗辩，赔偿责任不覆盖因迟延通知所造成的损失。

Section 7. states the entire obligation and the exclusive remedies with respect to the parties' indemnification obligations pursuant to this agreement.

第 7 条规定了双方在本协议项下的赔偿义务的全部责任及唯一救济方式。

8. Limitation of liability; actions. Except for the parties' confidentiality obligations under Section 6 of this agreement and indemnification obligations under Section 7 of this agreement, in no event shall either party be liable under this agreement to the other party for any incidental, consequential, indirect, statutory, special, exemplary or punitive damages, including, but not limited to, lost profits, loss of use, loss of time, inconvenience, lost business opportunities, damage to goodwill or reputation, and costs of cover, regardless of whether such liability is based on breach of contract, tort, strict liability or otherwise, and even if advised of the possibility of such damages or such damages could have been reasonably foreseen.

Subject to the customer's obligation to pay the fees to the service provider, each party's entire aggregate liability for any claims relating to the services or this agreement shall not exceed the fees paid or payable by the customer to the service provider under this agreement in the 12-month period immediately preceding the events giving rise to such liability. This section shall survive the termination of the agreement. No action shall be brought for any claim relating to or arising out of this agreement more than one (1) year after the accrual of such cause of action, except for money due on an open account.

责任限制；诉讼时效除本协议第 6 条规定的双方保密义务以及第 7 条规定的赔偿义务外，任何一方在任何情况下均不对另一方承担因本协议产生的任何附带的、间接的、后果性的、法定的、特殊的、示范性的或惩罚性的损害赔偿赔偿责任，包括但不限于利润损失、使用损失、时间损失、不便、业务机会损失、商誉或声誉损害以及替代成本，无论该责任是否基于违约、侵权、严格责任或其他原因，也无论其是否已被告知损害发生的可能性，或该损害是否可以合理预见。在客户支付服务提供方的费用义务的前提下，任何一方基于本协议或服务引起的所有索赔承担的全部责任总额，不得超过在导致责任产生的事件发生前 12 个月内，客户根据本协议已支付或应支付给服务提供方的费用总额。本条款在本协议终止后仍持续有效。除针对未结清款项的索赔外，任何因本协议产生或与之相关的索赔，必须在诉因发生后一年内提出，否则不予受理。

9. Term. This Agreement shall become effective upon receipt of Fees by Service Provider until the end of all tutorial courses taken by Customer under this Agreement (the "Term"), unless earlier terminated in accordance with the provisions in Section 10.

协议期限本协议自服务提供方收到客户支付的费用时生效，直至客户根据本协议所参加的全部辅导课程结束时终止（以下简称“协议期限”），除非依据本协议第 10 条的规定提前终止。

10. Termination. 终止

(a). **Termination for Breach.** Either Party may terminate this Agreement at any time in the event of a breach by the other Party of a material covenant, commitment or obligation under this Agreement that remains uncured: (i) in the event of a monetary breach, 5 calendar days following written notice thereof; and (ii) in the event of a non-monetary breach after 10 days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

因违约终止本协议任何一方均可在另一方违反本协议项下的重要约定、承诺或义务且未予纠正时，随时终止本协议：(i) 如涉及金钱方面的违约，在发出书面通知后 5 个日历日内仍未纠正的；(ii) 如涉及非金钱方面的违约，在发出书面通知后 10 日历日内仍未纠正的。上述终止在相应通知期限届满时立即自动生效，无需任何一方再作进一步通知或采取任何行动。该终止不影响守约方获得任何其他可能的救济措施。

(b). **Termination for Bankruptcy, Insolvency or Financial Insecurity.** Either Party may terminate this Agreement immediately at its option upon written notice if the other Party: (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within 90 calendar days after its filing; (iii) ceases to do business in the normal course; or (iv) makes an assignment for the benefit of creditors. This Agreement shall terminate immediately and automatically upon any determination by a court of competent jurisdiction that either Party is excused or prohibited from performing in full all obligations hereunder, including, without limitation, rejection of this Agreement pursuant to 11 U.S.C. §365).

因破产、资不抵债或财务状况不稳定而终止本协议任一方如发现另一方存在以下情形，可自行选择立即以书面通知方式终止本协议：(i) 另一方已资不抵债或被宣布破产；(ii) 另一方成为主动或被动破产，或其他涉及其清算或偿债能力的法律程序的对象，且该程序自提交之日起 90 个日历日内未被撤销；(iii) 另一方停止正常经营活动；或(iv) 另一方为债权人的利益而转让财产。当具有管辖权的法院判定本协议任何一方无需或被禁止全面履行本协议项下的全部义务（包括但不限于依据《美国破产法典》第 11 章第 365 条拒绝履行本协议）时，本协议将立即自动终止。

(c). **Obligations upon Termination.** Termination of this Agreement for any reason shall not discharge either Party's liability for obligations incurred hereunder and amounts unpaid at the time of such

termination. Customer shall pay Service Provider for all Services rendered prior to the effective date of termination. Upon termination, each Party shall return the other Party's Confidential Information that is in its possession at the time of termination. Upon the termination of the Agreement, the Customer shall promptly return to Service Provider any equipment, materials or other property of the Service Provider relating to the terminated Services which are in Customer's possession or control.

终止后的义务因任何原因终止本协议，均不免除任何一方根据本协议已产生的义务及终止时尚未支付的款项。客户应支付服务提供方截至协议终止生效日前已提供的全部服务费用。协议终止时，各方应归还其所持有的另一方的保密信息。协议终止后，客户应立即将其占有或控制的、与被终止服务相关的、属于服务提供方的任何设备、材料或其他财产归还给服务提供方。

11. Non-Solicitation. During the term of this Agreement and for one year following the expiration or termination date of the Agreement, each Party agrees not to directly solicit or induce any person who performs Services hereunder to leave the employ of the other Party, including Service Provider's teachers, consultants and other personnel. Customer or his or her guardians shall not circumvent, directly or indirectly, Service Provider to reach any agreement or arrangement with Service Provider's teachers, consultants or personnel with respect to the subject matter of this Agreement.

禁止招揽条款在本协议有效期内及协议到期或终止后的 1 年内，各方均同意不得直接招揽或引诱本协议项下提供服务的人员离开另一方的雇佣，包括服务提供方的教师、顾问及其他工作人员。客户或其监护人不得直接或间接绕开服务提供方，与服务提供方的教师、顾问或工作人员就本协议涉及的事项达成任何协议或安排。

12. Relationship of the Parties. The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other Party, or otherwise act on behalf of the other. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

双方关系本协议双方的关系为独立合同方。本协议的任何内容，或双方之间的任何往来，均不应被解释为在双方之间，或任何一方与另一方的员工或代理人之间，构成或暗示存在任何雇佣、代理、合伙或合资关系。

双方均为独立合同方，任何一方均无权以另一方的名义或代表另一方订立合同、承担义务、招致任何责任，或作出任何声明、陈述、保证或承诺，也无权以任何方式代表另一方行事。每一方应自行负责其雇员及工作人员的薪资支付（包括代扣所得税和社会保险）、工伤赔偿以及所有其他雇佣福利。

13. Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five business days of its occurrence.

不可抗力除付款义务外，任何一方因超出其合理控制范围的原因导致未能或延迟履行本协议项下的义务，不承担违约责任。这些原因包括但不限于：内乱、战争、火灾、水灾、意外事故、地震、恶劣天气、电信线路故障、电力中断、网络故障、政府规章或管制、意外伤害事故、罢工或劳工纠纷、恐怖主义、流行病、传染病、局部疫情暴发、公共卫生紧急事件、天灾，或其他类似或不同类型的超出合理控制范围的事件。只要不可抗力事件持续存在，受影响方即可免于履行相关义务或延迟履行。任何一方应尽合理努力，在不可抗力事件发生后的5个工作日内通知另一方。

14. Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of California, without giving effect to the principles of conflicts of law of such state. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in California, Los Angeles County. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

适用法律及管辖法院本协议受加利福尼亚州法律管辖，并依据该州法律进行解释，但不适用该州的法律冲突原则。《联合国国际货物销售合同公约》不适用于本协议。双方同意，因本协议引起的任何诉讼，仅应提交位于加利福尼亚州洛杉矶县的州法院或联邦法院审理。双方特此接受上述法院的专属管辖权及审理地。

15. Attorney's Fees. If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its

reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.

律师费用如任何一方为执行本协议或本协议项下的任何权利而发生法律效力费用，则胜诉方有权向另一方索取合理的律师费用及法院、仲裁、调解或其他诉讼程序相关费用。

16. Severability. If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

可分割性若本协议的任何条款或其任何部分根据适用法律或经有管辖权的法院裁定为非法、无效或不可执行，则其余条款或部分仍完全有效。

17. Headings; Construction. The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.

标题及解释本协议中的标题仅为方便参考而设，不应被视为对相关条款的定义、限制或扩展。本协议为双方及其法律顾问协商的结果。因此，本协议不应因任何一方承担起草责任而被解释为对其不利。此外，本协议中的任何歧义均不得被解释为不利于起草方。

18. Survival. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

存续条款根据其含义和上下文，本协议中的某些条款和规定在本协议终止或到期后仍应继续有效，无论终止或到期的原因如何，即使是因任何一方的重大违约所导致的终止。

19. Rights Cumulative. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

权利的累积性本协议中规定的权利和救济措施应是累积的，并不排除法律或衡平法所提供的任何其他权利或救济。

20.Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

副本效力本协议可签署一份或多份副本，每份副本均被视为原件，所有副本共同构成本协议的同一份文本，无需出示其他副本。通过传真或电子签名方式交付的签署页应被视为具有与原件相同的法律效力。

21. Authorized Signatories. It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

授权签署人双方同意并保证，代表各自一方签署本协议的个人均被正式授权签署该协议，无需进一步提供授权证明。

22. Notices. All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested.

通知条款根据本协议要求的所有通知或其他沟通均应以书面形式进行，并在以下任一方式送达并被接收时视为生效：(i) 专人递送；(ii) 挂号信；(iii) 认证邮件（附回执请求）；

23. Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

弃权条款本协议项下任何条款或权利的弃权，除非以书面形式并由弃权方授权代表签署，否则不具有效力。任何一方未能执行本协议的任何条款，不应被解释为对该条款的弃权或修改，亦不得视为损害其日后执行该条款或本协议任何其他条款的权利。

24.Entire Agreement; Modification. This Agreement [and any exhibits attached hereto,] is the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth

herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.

完整协议与修改

本协议[及其附件，如有]构成双方就本协议所涉事项达成的完整协议，并取代双方此前达成的任何书面、口头、电子或其他形式的协议或沟通。对本协议或其任何部分的任何变更、修改、修订或补充，均须以书面形式作出，并由双方的授权代表签署，否则无效。协议双方均已就本协议及各自于本协议项下的权利与义务获得独立的法律建议。双方承认并同意，除本协议明示规定的内容外，均未依赖另一方或其员工、代理人、代表或律师作出的任何声明或陈述。

In witness whereof, the Parties hereto have executed this Services Agreement on the date set forth below.
兹证明，双方已于下述日期正式签署本服务协议。

CUSTOMER客户

By Guardian由监护人签署

Name:	Sign:
Date:	

SERVICE PROVIDER

Novel Prep

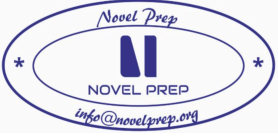
Name:		
Date:2026年07月31日		

EXHIBIT A

Payment Instructions

1. Zelle: info@novelprep.org

2. Wire Transfer:

Beneficiary Name (收款人姓名): NOVEL PREP

Beneficiary Address (收款人地址): 830 Roosevelt, Irvine, CA 92620

BANK SWIFT CODE (银行国际代码): EWBKUS66XXX

Receiving BANK NAME (银行名称): East West Bank

Beneficiary ACCOUNT NUMBER (账户号码): 8133084973

Receiving Bank Address (银行地址): 135 N. Los Robles Avenue, Pasadena, CA 91101

Routing Number/ABA Number/Transit Number (美国境内汇款使用): 322070381

EXHIBIT B附件B

Students Regulation学生守则

1. Party B agrees to comply with relevant laws and regulations, as well as all rules, policies, and project arrangements established by Party A during participation in this academic program. If Party B's fault causes harm to a third party, Party B and their legal guardian shall bear legal responsibility. If such actions also result in losses to Party A, Party B shall be liable for corresponding compensation.

乙方在参加本学术项目期间，同意遵守相关法律法规及甲方制定的各项规章制度和项目安排。因乙方过错造成第三人损害的由乙方及其法定监护人承担法律责任，若该行为同时造成甲方损失的，乙方应当承担相应的赔偿责任。

2. Party B commits to maintaining a proper attitude, respecting academic mentors, and refraining from using extreme or aggressive language or text to provoke or insult Party A's mentors or staff. Party B shall actively interact with academic mentors and participate in discussion sessions throughout the program. If Party B's actions negatively affect the execution of the project by Party A's academic mentors or the participation of other students (such as promoting piracy, provoking or insulting others, or inciting other students to engage

in attacks that disrupt the normal progress of the project), Party A reserves the right to mute Party B or revoke their participation. In cases of serious misconduct, Party A has the right to take disciplinary actions against Party B based on the management regulations and the severity of the situation, including criticism, warnings, or even expulsion.

乙方承诺态度端正，尊重学术导师，不得使用激烈偏激的语言和文字挑衅辱骂甲方导师或者工作人员，项目中积极和学术导师互动，积极参与讨论环节。如乙方对甲方学术导师执行项目、其他学员参与造成影响（宣传盗版、挑衅辱骂、煽动其他学员进行攻击行为等影响项目正常进行），甲方有权禁止乙方发言或取消其参与资格，行为严重者，甲方有权根据管理制度及情节严重程度对乙方给予批评、警告甚至劝退。

3.If participating in the program online, Party B shall test and set up their equipment in advance to ensure that the camera and audio devices are functioning properly. During the sessions, Party B must correctly turn on the camera and ensure that their full face is visible within the camera frame to maintain the overall execution quality. If Party B fails to turn on the camera without a valid reason or does not fully display their face in the camera, it will be considered an absence, and Party A reserves the right to treat it as such.

若以线上形式参与项目计划，乙方应提前调试好设备，确保摄像头和音频设备完好并可以使用。期间应正确开启并确保正脸全部出现在摄像头内，以保证整体执行效果。如乙方无故不打开摄像头，或者没有全脸正脸露出在摄像头内容的，视为缺勤，甲方有权按乙方缺勤处理。

4.Party B commits to refraining from answering phone calls, sending text messages, listening to music, or engaging in any other activities unrelated to the program during participation.

乙方承诺参与项目时不接打电话、发短信、听音乐等与项目内容无关的行为。

5.Party B commits to independently completing and submitting the academic tasks assigned by Party A's mentors on time and with the required quality.

乙方承诺按时按质独立完成并提交甲方导师布置的学术任务。

6.If Party B is unable to attend certain parts of the program due to unforeseen circumstances, they must request leave from Party A at least 24 hours in advance. Participants enrolled in a 40-hour or longer program may take leave up to 5 times, those in a 30-hour program may take leave up to 4 times, and those in a 20-hour program may take leave up to 2 times. Within the permitted leave limits, students who follow the leave request procedure will be eligible for a free makeup session (limited to 1-on-1 programs only). If the leave is due to health reasons, Party B's guardian must provide a hospital diagnosis certificate along with a written leave request and notify Party A at least 24 hours in advance.

若乙方因故无法参加部分项目计划，应提前24小时向甲方请假。报名40小时及以上可请假5次，30小时可请假4次，20小时可请假2次，在规定的请假次数以内，学员按规定请假可以获得免费补回（仅限1V1的项目）。若因为身体原因请假，应由乙方监护人提供医院诊断证明和监护人请假条提前24小时通知甲方。没有请假自行不参加已安排好的项目计划，视为无故缺勤，缺勤的部分自动消耗，概不后补。

7. Party B commits to attending the academic program on time, without being late or leaving early. If Party B is late for more than 30 minutes without a valid reason, it will be considered an absence, and the missed session will not be rescheduled. However, if Party A is late or absent, Party A must provide Party B with a corresponding makeup session.

乙方承诺准时参加学术项目，不迟到、不早退，若乙方无故迟到超过 30 分钟，视为缺勤，该次计划的课时不予补回（但若甲方有迟到、缺勤的情况，也须给乙方补回相应课时）。

8. Dress Code for Party B: Party B shall ensure neat and appropriate attire during participation in the academic program. Male participants shall not wear tank tops or inappropriate graphic T-shirts. Female participants shall avoid overly extravagant hairstyles, heavy makeup, and shall not wear camisole dresses or tops.

乙方着装规范：乙方保证在参与学术项目期间着装整洁、得体；男生不穿背心、不雅观的文化衫；女生发型不夸张，不可浓妆艳抹，不穿吊带裙衫；

9. Party B's Commitment: Party B commits to refraining from consuming alcohol or smoking during participation in the academic program.

乙方承诺在参与学术项目期间，不得喝酒，吸烟。

Please read the above terms carefully and sign below.

请认真阅读以上条款，并签字。

CUSTOMER客户

By Guardian由监护人签署

Name:	Sign:
Date:	

EXHIBIT C附件 C

Disclaimer A

免责声明与授权协议

Attention: Student and Guardian(s)学生及其监护人

By participating in activities (including but not limited to in person lectures, discussions, meetings and other activities) held by Nove Prep, I (the undersigned student and/or parent/guardian) acknowledge and agree to the following:

本人（下方签字的学生及/或其监护人）在参与 Novel Prep 举办的（包括但不限于线下讲座、课程、服务、讨论、会议及其他相关活动）时，明确知晓并同意以下内容：

1.Understanding and Acceptance of Risk

I understand that while Novel Prep takes reasonable precautions to ensure a safe environment, participation in its programs and activities may involve certain inherent risks, including the possibility of minor injuries. By choosing to participate, I (and my guardian, if applicable) voluntarily accept and assume these risks.

风险认知与接受: 本人了解并理解，尽管 Novel Prep 在活动中已采取合理措施保障安全，但在参与课程或相关活动过程中，仍可能存在一定的固有风险，例如轻微的身体不适或意外情况。本人（及本人之监护人，如适用）自愿接受并承担该等风险

2.Authorization for Medical Care

I understand and agree that in the event of an injury or medical emergency involving me (or my child, if applicable) during participation in Novel Prep activities, the staff may act in good faith to seek appropriate medical care as needed to ensure safety and well-being. I acknowledge that any medical expenses incurred will be my responsibility.

医疗处理授权: 本人理解并同意：在本人（或本人之子女，如适用）参与 Novel Prep 活动期间，若发生受伤或突发紧急情况，Novel Prep 工作人员可在必要时为保障安全，代表本人联系并寻求适当的医疗处理。本人知悉相关医疗决定将以保障健康为首要考量，并确认本人将承担因此产生的相关医疗费用。

3.Liability Waiver: At Novel Prep, we prioritize the safety and well-being of every student and are committed to providing a secure and supportive environment for all activities. I, and my guardian (if applicable), understand and agree that in the course of participating in Novel Prep activities, I will not hold Novel Prep or its staff responsible for minor injuries or losses that may occur, unless such incidents result from gross negligence or willful misconduct. I further acknowledge that I will take personal responsibility for any consequences arising from my own actions and will cooperate in resolving any issues that may affect others' safety or well-being.

责任说明与理解：我们非常重视每一位学生的安全，并会尽最大努力为学生提供一个安全、有保障的学习与活动环境。本人及本人之监护人（如适用）理解并同意：在参与 Novel Prep 活动过程中，如因意外情况造成的轻微伤害或损失，且并非 Novel Prep 及其工作人员存在重大过失或故意行为所致，本人愿意自行承担相应后果，并不对 Novel Prep 或其相关工作人员提出追责。同时，如因个人行为引发额外责任或影响他人安全，我们也将积极配合妥善处理相关事宜。

4.Conduct and Safety Commitment

I understand the importance of maintaining a safe and respectful environment for all participants. I agree to follow all safety guidelines and instructions provided by Novel Prep and its staff, teachers, and consultants to help ensure both my safety and the safety of others during all activities.

行为规范与安全承诺：本人理解，营造一个安全、尊重他人的学习与活动环境对所有参与者都至关重要。本人承诺在参与 Novel Prep 的活动期间，将遵守由机构及其工作人员、教师和顾问提供的各项安全指引与行为规范，以共同维护自身及他人的安全。

5.Photography and Media Consent

I give my consent for Novel Prep to take photographs or videos of me (or my child, if applicable) during program activities. These images may be used for promotional or educational purposes, including but not limited to the school's website, social media platforms, or printed materials. All media will be used respectfully and in a manner that positively reflects the learning experience.

摄影与媒体使用授权：本人同意，Novel Prep 可在活动过程中拍摄本人（或本人子女，如适用）的照片或视频，用于宣传或教育相关用途，包括但不限于学校官网、社交媒体平台或印刷宣传资料等。上述使用将以积极、尊重的方式展现活动风貌和学习成果。

Participant's Name参与人姓名:

Parent/Guardian Signature (if under 18)家长/监护人签名（如参与人未满18岁）:

Date日期: