

專業服務協議

Professional Services Agreement

國際通證交易中心

INTERNATIONAL LINK PASS TRADING CENTER

專業服務協議

Professional Services Agreement

甲方 Party A:

乙方 Party B:

根據協議服務涉及國家區域相關法律規定，甲乙雙方本著優勢互補、共同發展的原則，就甲方向乙方推薦客戶及乙方向甲方客戶提供服務等事宜達成一致，經友好協商簽訂本協議。

According to the relevant laws and regulations of the countries and regions involved in the agreement service, both parties, based on the principle of complementary advantages and common development, have reached an agreement on matters such as A' s recommendation of customers to Party B and B' s provision of services to Party A' s customers, and signed this agreement through friendly negotiation.

一、合作協議 **cooperation agreement**

第一條 甲乙雙方承諾就雙方合作事宜，將在嚴格遵守協議中涉及的國家區域相關法律法規和監管要求的基礎上開展合作。

Article 1 Both Party A and Party B promise to carry out cooperation on the basis of strictly abiding by the relevant laws, regulations and regulatory requirements of the countries and regions involved in the agreement regarding the cooperation between the two parties.

二、合作內容 **cooperative contents**

第二條 在合作期間，甲方客戶選擇乙方相關專業服務等，乙方根據甲方平臺所要求的專業評估標準以及盡職調查標準進行專業嚴格控管。

Article 2 During the cooperation period, Party A's customers choose Party B's relevant professional services, etc., and Party B conducts professional and strict control according to the professional evaluation standards and due diligence standards required by Party A's platform.

第三條 乙方根據甲方標準向甲方提供客戶調查後報告，該報告乙方確保真實有效，並且對此報告真偽承擔一定的報告責任。

Article 3 Party B shall provide Party A with a customer investigation report according to Party A's standards. Party B shall ensure the authenticity and validity of the report, and undertake certain reporting responsibilities for the authenticity of the report.

第四條 甲方在其客戶發起申請後，根據客戶的授權，由客戶自行向乙方提供該客戶基本資訊（包括客戶名稱、證件號碼、位址、聯繫方式等識別客戶身份的資訊），乙方根據甲方客戶提供的資訊以及其他官方公開信息，對甲方客戶進行調查分析，合格則由乙方出具盡職調查報告給甲方，此過程甲方不參與其中。

Article 4 After Party A's client initiates an application, according to the authorization of the client, the client shall provide Party B with the basic information of the client (including the client's name, certificate number, address, contact information, etc. to identify the client's identity). The information provided by Party A's customers and other official public information are used to investigate and analyze Party A's customers, and if they are qualified, Party B will issue a due diligence report to Party A, and Party A will not participate in this process.

第五條 整體過程甲方承諾不收取乙方任何相關費用，則乙方承諾整體服務過程總費用根據甲方定價不超過每個客戶美金 200 元，如涉及後續通證包裝以及上市則價格不得超過發行總額的 1%。

Article 5 Party A promises not to charge Party B any relevant fees during the overall process, and Party B promises that the total cost of the overall service process shall not exceed US\$200 per customer based on Party A' s pricing. If it involves subsequent Linkpass packaging and listing, the price shall not exceed the total issuance amount 1%.

第六條 甲乙雙方共同開展國際通證服務的宣傳推廣。業務宣傳推廣過程中需體現雙方的業務品牌（品牌提供方承諾對方使用其提供的品牌進行業務宣傳不會對任何第三方的合法權益造成侵害）。利用現場服務、網路管道等方式，聯合進行合作專案的推廣。

Article 6 Party A and Party B jointly carry out the publicity and promotion of the international linkpass service. The business promotion process needs to reflect the business brands of both parties (the brand provider promises that the use of the brand provided by the other party for business promotion will not infringe the legitimate rights and interests of any third party). Use on-site services, network channels and other methods to jointly promote cooperation projects.

三、雙方的權利和義務 **Rights and obligations of both parties**

第六條 乙方將甲方作為重要合作夥伴，積極嚴謹的為甲方提供其客戶盡職調查的真實性報告，乙方對提供的資料和資訊的真實性、有效性、完整性負責。真實性是指乙方所提供的調查報告和資料必須是未經篡改的真實記錄；有效性是指乙方所提供報告和資料在有效期內且符合雙方的約定；完整性是指乙方向甲方提供掌握的實際情況。

Article 6 Party B regards Party A as an important partner, and actively and rigorously provides Party A with the authenticity report of its customer due diligence, and Party B is responsible for the authenticity, validity, and completeness of the materials and information provided. Authenticity means that the investigation reports and materials provided by Party B must be true records without tampering; validity means that the reports and materials provided by Party B are within the validity period and in line with the agreement between the two parties; actual situation.

第七條 乙方作為專業調查員為其盡職調查報告的真實性保證。

Article 7 Party B, as a professional investigator, guarantees the authenticity of its due diligence report.

第八條 甲方同意在甲方平臺為乙方無條件進行防偽認證以及宣傳展示。

Article 8 Party A agrees to unconditionally conduct anti-counterfeiting certification and publicity display for Party B on the Party A platform.

第九條 甲方同意為乙方向國際商學院擔保申請為相關專業的客座教授職稱，通過後則由乙方根據國際商學院的要求了，另行簽訂協議則與本協議無關。

Article 9 Party A agrees to sponsor B to apply for the title of visiting professor of the relevant major to the International Business School. After approval, Party B will follow the requirements of the International Business School. Signing a separate agreement has nothing to do with this agreement.

第十條 乙方對甲方提供的本協議項下（包括客戶）的所有資料和資訊負有保密的義務和責任，未經甲方書面同意，不得用於與甲方合作專案無關的其他用途。乙方負責承擔和處理因違反此約定造成的一切客戶投訴及相關法律責任。

Article 10 Party B shall have the obligation and responsibility to keep confidential all the materials and information provided by Party A under this agreement (including customers), and shall not use them for other purposes unrelated to Party A's cooperation project without Party A's written consent. Party B is responsible for undertaking and handling all customer complaints and related legal liabilities caused by violation of this agreement.

第十一條 乙方接受委託後一切委託服務責任由乙方自行簽約負責，甲方不參與其中，所有因乙方服務所引起的責任由乙方自行負責。

Article 11 After Party B accepts the entrustment, Party B shall be responsible for all entrusted service responsibilities by signing a contract, Party A will not participate in it, and Party B shall be responsible for all responsibilities arising from Party B's services.

第十二條 乙方承諾盡職調查報告內容根據甲方要求完成，調查後報告需真實有效，完成報告後由乙方錄製視頻說明保證該報告的真實性。

Article 12 Party B promises to complete the due diligence report according to the requirements of Party A. After the investigation, the report must be true and valid. After the report is completed, Party B will record a video to explain the authenticity of the report.

第十三條 甲方無論在線上或綫下舉辦相關宣傳活動，乙方應當積極配合參與。

Article 13 Party B shall actively cooperate and participate in relevant publicity activities whether Party A holds them online or offline.

五、保密條款及約定 **Confidentiality terms and agreements**

第十四條 在本協議有效期內，任何一方都不得向第三方透露本協議的任何內容；任何一方都不得向第三方透露因簽訂和執行本協議所獲得的另一方的任何秘密（包括但不限於對方及對方客戶的註冊資訊及交易資訊、經營秘密、技術秘密），任何一方的知情人員都負有保密義務，乙方不得在與其他類似業務單位合作。

Article 14 During the validity period of this agreement, neither party shall disclose any content of this agreement to the third party; neither party shall disclose to the third party any secrets of the other party obtained by signing and executing this agreement (including but not limited to the registration information and transaction information, business secrets, and technical secrets of the other party and the other party's customers), any party who knows the information shall be obliged to keep confidential, and Party B shall not cooperate with other similar business units.

第十五條 甲乙雙方約定保證其雇員、代理人、履行本條的保密義務。

Article 15 Party A and Party B agree to guarantee that their employees and agents will perform the confidentiality obligations of this article.

第十六條 本協議下保密義務不因協議終止而失效。

Article 16 The confidentiality obligation under this agreement will not become invalid due to the termination of the agreement.

六、不可抗力及免責事由 **Force majeure and reasons for exemption**

第十七條 不可抗力是指不能預見、不能避免、不能克服的客觀事件。因受不可抗力影響而不能履行或不能完全履行本協議的一方可以部分或全部免除履行其責任。

Article 17 Force majeure refers to objective events that cannot be foreseen, avoided, or overcome. A party that is unable to perform or fully perform this agreement due to force majeure may be exempted from performing its responsibilities in part or in whole.

第十八條 雙方的免責事由包括但不限於下列任何影響正常經營之形式：

Article 18 The reasons for the exemption of both parties include but are not limited to any of the following forms that affect normal operations:

1、 因政府管制而造成的暫時性關閉等；

1. Temporary closure due to government control;

2、發生與本合同相關的法律法規及監管政策變動。

2. Changes in laws, regulations and regulatory policies related to this contract.

3、其它非甲/乙方造成的原因等。

3. Other reasons not caused by Party A/B, etc.

但上述情形如是因任何一方原因造成的，則該方不能免責,造成另一方損失的，應承擔賠償責任。

However, if the above-mentioned situation is caused by any party, the party cannot be exempted from liability, and it shall be liable for compensation if it causes losses to the other party.

第十九條 遇有不可抗力事件的一方，應立即將情況書面通知對方，並應於 15 日內通知另一方詳情，並出示相關有效證明文件以說明能履行或不能完全履行、或需要延期履行的理由。雙方按照不可抗力事件對協議的履行的影響程度，再決定是否繼續履行本協議或終止協議。

Article 19 The party that encounters a force majeure event shall immediately notify the other party in writing of the situation, and shall notify the other party of the details within 15 days, and present relevant valid certification documents to explain the reasons for performance or inability to fully perform, or need to postpone performance . The two parties will decide whether to continue to perform this agreement or terminate the agreement according to the degree of impact of the force majeure event on the performance of the agreement.

第二十條 對下列情形，一方可以書面形式通知對方終止本協議而不承擔任何責任：

Article 20 In the following circumstances, one party may notify the other party in writing to terminate this agreement without taking any responsibility:

1、 法律、法規、規章、政府規範性檔的規定或變動使雙方所達成的業務無法進行的；

1. The provisions or changes in laws, regulations, rules, and government regulatory documents make it impossible to carry out the business reached by both parties;

2、 相關涉及本協議內容的監管機構要求立即停止雙方所達成業務的；

2. The relevant supervisory authority involved in the content of this agreement requires immediate cessation of the business reached by both parties;

3、其他雙方約定可以終止協議情形的。

3. Other situations where both parties agree that the agreement can be terminated.

七、違約責任 **Liability for breach of contract**

第二十一條 甲、乙雙方中的任何一方違反在本協議中所做的保證、承諾或其他條款，均構成違約，另一方有權終止本協議。因違約而給另一方造成損失，違約方應承擔賠償責任，同時違約方須承擔守約方因實現債權所支付的各項費用，包括但不限於訴訟費、保全費、律師費、差旅費等。

Article 21 Any violation of the guarantee, commitment or other provisions made in this agreement by either party A or Party B constitutes a breach of contract, and the other party has the right to terminate this agreement. If the breach of contract causes losses to the other party, the breaching party shall be liable for compensation, and at the same time, the breaching party shall bear all expenses paid by the observant party for realizing the creditor's rights, including but not limited to litigation fees, preservation fees, attorney fees, travel expenses, etc.

八、解除協議 **Terminate the agreement**

發生下列情形，守約方有權立即解除本協議，並通知對方：

In the following circumstances, the non-breaching party has the right to terminate this agreement immediately and notify the other party:

1、 一方未履行本協議相關義務導致本協議不能實際履行。

1. One party fails to perform the relevant obligations of this agreement, which makes this agreement impossible to actually perform.

2、 一方在協議期間記憶體在其他嚴重違反本協議約定的行為，致使合同履行已無意義。

2. During the agreement period, one party commits other serious violations of the agreement, which makes the performance of the contract meaningless.

九、法律適用和爭議解決 **Applicable Law and Dispute Resolution**

第二十二條 本協議的訂立、履行、變更、終止、解除等一切事宜均適用所涉及的國家區域相關法律法規。

Article 22 All matters such as the conclusion, performance, modification, termination, and rescission of this agreement shall apply to the relevant laws and regulations of the countries and regions involved.

第二十三條 因本協議產生的任何爭議，甲、乙雙方應友好協商解決，經協商無法解決爭議的，甲、乙雙方應提請被告所在地的人民法院訴訟解決。

Article 23: Any dispute arising from this agreement shall be resolved through friendly consultation between Party A and Party B. If the dispute cannot be resolved through consultation, Party A and Party B shall bring a lawsuit to the people's court where the defendant is located for resolution.

十條 其他條款 **other conditions**

第二十四條 本協議經甲方法定代表人或其授權代理人簽字（或蓋章）並加蓋公章（或合同專用章）、及乙方的法定代表人或其授權代理人簽字（或蓋章）並加蓋公章（或合同專用章）之日起生效。本協議一式兩份，雙方各執一份，具有同等法律效力。

Article 24 This agreement is signed (or sealed) by the legal representative of Party A or its authorized agent and affixed with the official seal (or contract special seal), and signed (or sealed) by the legal representative of Party B or its authorized agent seal) and affix the official seal (or contract special seal) to take effect. This agreement is in duplicate, each party holds one copy, which has the same legal effect.

第二十五條 本協議有效期 3 年，本協議有效期屆滿前 30 日內，甲乙雙方均未提出書面要求終止協議的，本協議可自動順延 3 年，順延次數不受限制。

Article 25 This agreement is valid for 3 years. If neither Party A nor Party B submits a written request to terminate the agreement within 30 days before the expiration of this agreement, this agreement can be automatically extended for 3 years, and the number of extensions is unlimited.

第二十六條 甲乙雙方因自身行為而引發侵犯第三方合法權益的，應獨立承擔相關責任。

Article 26 If Party A and Party B infringe on the legitimate rights and interests of a third party due to their own actions, they shall independently bear relevant responsibilities.

第二十七條 本協議雙方在此確認，雙方均已充分瞭解和知悉各方反對其員工利用職務之便謀取任何形式利益之立場，並承諾將本著廉潔公平原則避免此類情形，不向對方的員工私自提供任何形式的回扣、禮金、有價證券、貴重物品、各種獎勵、私人費用補償、私人旅遊、高消費娛樂等不當利益。

Article 27 Both parties to this agreement hereby confirm that both parties have fully understood and learned that all parties oppose their employees' taking advantage of their positions to seek any form of benefits, and promise to avoid such situations in accordance with the principle of integrity and fairness, and not to Employees of the other party privately provide any form of kickbacks, gift money, securities, valuables, various rewards, compensation for private expenses, private travel, high-consumption entertainment and other improper benefits.

第二十八條 本協議未盡事宜，雙方可另行約定並達成書面協議，作為本協議的附件。

Article 28 For matters not covered in this agreement, the two parties may separately agree and reach a written agreement as an attachment to this agreement.

第二十九條 本協議為雙語協議，如果有無法解釋的詞義，一切根據中文為準。

Article 29 This agreement is a bilingual agreement. If there is any meaning that cannot be explained, the Chinese language shall prevail.

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本協議由下述甲乙雙方於_____簽署。雙方確認，在簽署本協議時，雙方已就全部條款進行了詳細地說明和討論，雙方對協議的全部條款均無疑義，並對當事人有關權利義務和責任限制或免除條款的法律含義有準確無誤的理解。

This agreement is signed by the following parties A and B on . _____ Both parties confirm that when signing this agreement, both parties have explained and discussed all the terms in detail, both parties have no doubts about all the terms of the agreement, and the legal meaning of the relevant rights and obligations of the parties and the limitation of liability or exemption clauses are correct. understanding.

甲方 **Party A** :

乙方 **Party B**: