

國家級區域服務商代理協議

National regional service provider agency agreement

國際通證交易中心

INTERNATIONAL LINK PASS TRADING CENTER

[选取日期]

國家級區域服務商代理協議

National regional service provider agency agreement

甲方 (Party A) : 國際通證交易中心有限公司

International Link Pass Trading Center Co., Ltd

(以下簡稱甲方 Hereinafter referred to as PartyA)

乙方 (Party A) :

(以下簡稱乙方 Hereinafter referred to as PartyB)

本著與全球各地的加盟服務商互相依託、共同發展的原則，更好的與全球各地的合作夥伴在平等互利的基礎上形成行業強有力的同盟關係，現為全球各地的優秀服務商提供一個共同發展壯大的平臺，共同進行廣告宣傳，以此達到共贏之目的。

Based on the principle of relying on each other and developing together with franchise service providers around the world, we will better form a strong alliance with partners around the world on the basis of equality and mutual benefit, and now provide excellent service providers around the world with a Jointly develop and expand the platform, and jointly carry out advertising and publicity, so as to achieve the goal of win-win

本合同制定依據各國家有關法律之規定，就乙方代理之事宜，特簽定此合同。

This contract is formulated in accordance with the relevant laws and regulations of each country, and this contract is hereby signed with regard to the matters represented by Party B

第一條：合作授權內容 (Cooperation authorization content)

經雙方友好協商，特授權乙方為甲方公司專案_____級服務商（服務商級別見官網 (<https://usd.kim>) 政策），負責甲方業務拓展工作。在合同有效期內，允許乙方使用經甲方授權的網站標識等其他正常註冊標誌、網站管理和相關服務。

After friendly negotiation between the two parties, Party B is hereby authorized to be the _____-level service provider of Party A's company project (see the policy on the official website (<https://usd.kim>) for the service provider level), responsible for Party A's business development. During the validity period of the contract, Party B is allowed to use the website logo authorized by Party A and other normal registration marks, website management and related services.

第二條：代理要求 (Agency requirements)

1、乙方法人須為（在合同期內）合法存續的法人或具有完全民事權利能力的完整民事責任人。

The legal representative of Party B shall be a legally existing legal representative or a complete civil liability person with full civil capacity during the contract period.

2、乙方一次性支付甲方代理費马来西亚货币单位（林吉特）：____萬元整，在____年__月__日前將費用匯入甲方指定帳戶。

Party B shall pay Party A's agency fee in one lump sum in Malaysian currency unit (ringgit): _____ten thousand yuan, and remit the fee to Party A's designated account before ____ on ____ month in ____ year.

3、代理有效期為1年，在合同期滿時，乙方若有意續簽合同，需提前一個月向甲方提出續簽合同申請及有關修正條款事宜，乙方在同等地區及條件下，享有優先續約權。經雙方同意續簽合同，否則視為自動終止。

The validity period of the agency is 1 year. When the contract expires, if Party B intends to renew the contract, it must submit an application for contract renewal and related amendments to Party A one month in advance. Party B has the priority to renew the contract in the same region and conditions. The contract shall be renewed with the consent of both parties, otherwise it shall be deemed to be terminated automatically.

第三條：代理結算辦法 (Agency settlement method)

1、代理合同生效期限內，乙方成功簽約的商家，所收費用 50%（其中包括下屬城市服務商 15%、專員 25%的相關費用），具體詳見甲方公告之相關收費標準內容，其他特別注釋的業務收費標準依據特別注釋公告為準；

During the effective period of the agency contract, the merchants successfully signed by Party B will be charged 50% of the fees (including 15% of the related fees of the subordinate city service providers and 25% of the commissioners). For details, please refer to the relevant charging standards announced by Party A, and other special notes The business fee standard shall be subject to the special note announcement;

2、甲方于每月月底進行結算，次月 10 日前將相關費用匯入乙方指定帳戶；

Party A settles at the end of each month, and remits the relevant fees to the account designated by Party B before the 10th of the next month;

3、甲方負責教育乙方加盟客戶學習整個系統的操作及必要的業務知識，輔助開發市場；乙方須承擔所有甲方外派人員的交通食宿，並支付甲方外派人員補助金马来西亚货币单位（林吉特）：500 元 /天。

Party A is responsible for educating Party B's joining customers to learn the operation of the entire system and necessary business knowledge, and assist in the development of the market; Party B must bear the transportation, board and lodging of all Party A's expatriate personnel, and pay Party A's expatriate personnel subsidy in Malaysian currency units (MYR): 500 yuan/day.

第四條：甲方權利義務責任 (Party A's rights, obligations and responsibilities)

1、 甲方負責進行全球性國際通證交易中心網站的市場宣傳和推廣，提高品牌知名度。

Party A is responsible for the marketing and promotion of the website of the global international linkpass trading center to increase brand awareness.

2、 甲方負責向乙方提供國際通證交易中心網站的宣傳資料及商家合作協議樣本。

Party A is responsible for providing Party B with promotional materials on the website of the International Linkpass Trading Center and samples of merchant cooperation agreements.

3、 甲方統一制定全球廣告市場收費標準，如有價格變化，提前以管官網公告形式為準。

Party A uniformly formulates the charging standards for the global advertising market. If there is any price change, the official website announcement form shall prevail in advance.

4、 涉及乙方代理區域的所有客戶資源收入均屬於乙方所有，無論來自於網絡或是其他區域的介紹，涉及跨區域分潤根據甲方所發佈政策公告為準。

All client resource revenues involving Party B's agency area belong to Party B, whether it comes from the network or introductions from other regions, and the policy announcements issued by Party A shall prevail in relation to cross-regional profit sharing.

5、 甲方按照定制的所有業務內容提供相應的服務。

Party A provides corresponding services according to all customized business contents.

6、 乙方如有需要甲方為乙方發展的合作商家或機構提供現場技術支援或培訓，由乙方系統內申請，所產生的費用由乙方負擔。

If Party B needs Party A to provide on-site technical support or training for cooperative merchants or institutions developed by Party B, Party B shall apply in the system, and Party B shall bear the expenses incurred.

7、 合作期間如乙方通過任何不正當行為給甲方造成重大經濟損失的（含不可見損失）品牌聲譽損失的，甲方有權單方面解除合作合同，乙方賠償甲方相應損失，並承擔相應法律責任。

During the cooperation period, if Party B causes significant economic loss (including invisible loss) and brand reputation loss to Party A through any improper behavior, Party A has the right to unilaterally terminate the cooperation contract, and Party B will compensate Party A for the corresponding loss and assume corresponding legal responsibilities .

8、 合約到期後乙方不繼續續約，甲方有權另外授權其他合作機構，合作期間所產生的相關資源以及資訊均屬於甲方所有，乙方無權使用該資訊，同時也不能夠向甲方平臺內的所有用戶推薦同類業務。

If Party B does not continue to renew the contract after the contract expires, Party A has the right to authorize other cooperative organizations. The relevant resources and information generated during the cooperation period belong to Party A. Party B has no right to use the information and cannot recommend the same type of information to customers. product service

第五條：乙方權利義務責任 (Party B's rights, obligations and responsibilities)

1、 乙方可以使用甲方授權的網站標識、技術平臺和相關服務。

Party B can use the website logo, technology platform and related services authorized by Party A.

2、 乙方開展業務（僅限商家）所得的費用均匯入甲方指定賬戶，依據50%分配比例進行分配（其中包含乙方下屬城市服務商以及通證專員及一切相關成本），除有特別說明的業務分配方式以外。

All expenses earned by Party B from carrying out business (merchants only) will be remitted to the account designated by Party A, and distributed according to the 50% distribution ratio (including Party B's subordinate city service providers, linkpass specialists and all related costs), unless otherwise specified other than distribution.

3、 乙方如需要發展城市加盟服務商，需向甲方申請。乙方同時保證不得歪曲、修改甲方所提供的資訊。

If Party B needs to develop city franchise service providers, it needs to apply to Party A. Party B also promises not to distort or modify the information provided by Party A.

4、 乙方在合同規定範圍內，有權開展一切正常商業活動。本合同有效期內及本合同終止或者解除後，乙方承諾不得在其他網站直接或間接允許任何個人或組織，將合作商家資料（資料包括商家個人資料、甲方商業計畫、技術、服務資訊等提供給任何第三方，否則乙方將承擔給甲方造成的一切經濟損失及不可預見損失同時承擔相應的法律責任。

Party B has the right to carry out all normal commercial activities within the scope stipulated in the contract. During the validity period of this contract and after the termination or rescission of this contract, Party B promises not to allow any individual or organization to directly or indirectly allow any individual or organization on other websites to provide cooperative merchant information (data including merchant personal information, Party A's business plan, technology, service information, etc.) to any third party, otherwise Party B will bear all economic losses and unforeseen losses caused to Party A and bear corresponding legal responsibilities.

5、 加盟期間乙方自行開拓市場與發展客戶，在加盟過程中保證向客戶提供良好的服務，不得以欺詐、脅迫等不正當手段損害客戶及甲方的品牌形象和經濟利益。

During the joining period, Party B will open up the market and develop customers on its own, and guarantee to provide good services to customers during the joining process, and shall not damage the brand image and economic interests of customers and Party A by fraud, coercion and other improper means.

第六條：風險免責條款 (Risk Disclaimer)

1、 因不同國家的國家政策法規調整、自然災害等不可抗力或意外事件而導致甲乙雙方無法正常工作的，雙方均不承擔責任。

Neither Party A nor Party B shall be liable for the inability of Party A and Party B to work normally due to force majeure or accidents such as adjustments to national policies and regulations in different countries, natural disasters, etc.

2、合同期滿後，甲、乙雙方經協商決定不延長合作期限，該合同自動終止。

After the expiration of the contract, if Party A and Party B decide not to extend the cooperation period through negotiation, the contract will be terminated automatically.

3、甲乙雙方任何一方違反本合同上述之規定，另一方有權終止並要求賠償。

If either party A or Party B violates the above provisions of this contract, the other party has the right to terminate and demand compensation.

4、本合同終止後，乙方不得再使用甲方的自主產權所轄物從事任何相關商業活動。

After the termination of this contract, Party B shall no longer use Party A's independent property rights to engage in any relevant commercial activities.

第七條：爭議的解決方法 (Dispute Resolution)

若合同執行過程中有爭議或未盡事宜存有爭議，雙方應及時協商解決，協商不成時，在甲方所在地人民法院提起訴訟。

If there is any dispute during the execution of the contract or any unfinished matters, the two parties shall negotiate and resolve it in a timely manner. If the negotiation fails, a lawsuit shall be filed in the people's court where Party A is located.

第八條：合同的生效與補充 (Entry into force and supplement of the contract)

1、本合同自雙方授權代表簽字蓋章之日起生效。本合同一式兩份，雙方各執一份，兩份具有同等法律效力。

This contract will come into effect on the date of signing and stamping by the authorized representatives of both parties. This contract is in duplicate, each party holds one copy, and both copies have the same legal effect.

2、本合同未盡事宜，需甲、乙雙方共同協商作出補充協議，補充協議與本合同具有同等法律效力。

For matters not covered in this contract, both parties A and B need to negotiate and make a supplementary agreement. The supplementary agreement has the same legal effect as this contract.

3、本合同為雙語合同，如有任何歧義，根據中文內容為準

This contract is a bilingual contract, if there is any ambiguity, the Chinese content shall prevail

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甲方：

乙方：

授權代表簽字（蓋章）：

授權代表簽字（蓋章）：

年 月 日

年 月 日