

城市級區域服務商代理協議

City-Level Regional Service Provider Agency Agreement

國際通證交易中心

INTERNATIONAL LINK PASS TRADING CENTER

城市級區域服務商代理協議

City-Level Regional Service Provider Agency Agreement

甲方 (Party A) :

(以下簡稱甲方 Hereinafter referred to as Party A)

乙方 (Party B) :

(以下簡稱乙方 Hereinafter referred to as Party B)

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，服務聚合以此達到共贏之目的。

Following the principle of mutual reliance and common development with franchisees from all around the world, we aim to establish a strong alliance with global partners based on equality and mutual benefits. Currently, we are providing an inclusive platform for outstanding service providers worldwide to collectively grow and expand. Through collaborative advertising and service aggregation, our goal is to achieve mutual success and win-win outcomes.

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 established in accordance with the relevant laws and regulations of each country. It is specifically signed to govern the matters related to Party B's agency representation.

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城市級服務商（服務商級別見官網 (<https://usdkim.com>) 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。

Through friendly negotiation, both parties have reached an agreement to authorize Party B as the city-level service provider for Party A's company (service provider level details can be found on the official website: <https://usdkim.com>). Party B will be responsible for business expansion on behalf of Party A. During the duration of this contract, Party B is permitted to use authorized website logos and other regular registration symbols, website management, and related services as granted by Party A.

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。

Party B's legal representative must be a legally existing entity (during the contract period) or an individual with full capacity for civil rights and responsibilities.

- 2、乙方一次性支付甲方代理費马来西亚货币单位（林吉特）：____元整，在 2023 年 07 月 22 日前將費用匯入甲方指定帳戶。

Party B shall make a one-time payment of the agency fee to Party A in Malaysian Ringgit (MYR): 0 MYR, and the payment should be remitted to the designated account of Party A on or before July 22, 2023.

- 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 agency period is valid for 1 year. When the contract is about to expire, if Party B intends to renew the contract, they must submit a contract renewal application and relevant amendment terms to Party A one month in advance. Party B will have the right of first refusal for contract renewal under equal regional and contractual conditions. If both parties mutually agree to renew the contract, it will be extended; otherwise, it will be considered automatically terminated.

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%（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, for the merchants successfully signed by Party B, they shall receive 50% of the fees (with 25% going to the agent). The specific details can be found in the relevant fee standards announced by Party A. Any other special notations regarding business fee standards shall be subject to the announcements made in those specific notations.

甲方于每月月底進行結算，次月 15 日前將相關費用匯入乙方指定帳戶；

Party A will conduct settlements at the end of each month, and the related fees will be remitted to Party B's designated account before the 15th of the following month.

- 2、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 franchise customers on the operation of the entire system and necessary business knowledge to support market development. Party B shall bear all expenses for transportation and accommodation for Party A's dispatched personnel and pay a daily allowance of 500 Malaysian Ringgit (MYR) as subsidy for Party A's dispatched personnel.

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 conducting global marketing and promotion for the International Token Exchange Center website to enhance 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 from the International Link Pass Trading Center website and sample 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 will establish unified global advertising market fee standards, and in the event of any price changes, they will be announced in advance on the official website as the official reference.

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，涉及跨区域分潤根據甲方所發佈政策公告為準。

All customer resource income related to Party B's agency region shall belong solely to Party B, regardless of whether they come from the internet or other regions. Any cross-regional profit-sharing will be subject to the policies and announcements published by Party A.

5、 甲方按照定制的所有業務內容提供相應的服務。

Party A shall provide the corresponding services for all business operations as specified in the customized agreement.

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 requires on-site technical support or training for the cooperative merchants or institutions developed by Party A, Party B shall submit a request within their system, and any expenses incurred will be borne by Party B.

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 collaboration period, if Party B causes significant financial losses (including invisible losses) or damages Party A's brand reputation through any improper conduct, Party A has the right to unilaterally terminate the cooperation contract. In such a case, Party B shall compensate Party A for the corresponding losses and bear the relevant 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。

After the contract expires and Party B decides not to renew, Party A has the right to grant authorization to other cooperating institutions. All related resources and information generated during the collaboration period will be owned by Party A, and Party B is not allowed to use this information or recommend similar businesses to all users on Party A's platform.

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 is allowed to use the authorized website logos, technical platforms, and related services provided 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 fees generated from the business conducted by Party B (limited to merchants only) shall be remitted to the designated account of Party A. The distribution of these fees shall be based on a 50% allocation ratio, which includes expenses related to Party B's token commissioner and all relevant costs, unless otherwise specified for particular business distribution methods.

- 3、 乙方如需要發展下屬專業人員，需向甲方申請並且經過同意考核。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 subordinates or professional personnel, they must apply to Party A and undergo an evaluation process with their consent. Party B also guarantees 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。

Within the scope defined in this contract, Party B has the right to engage in all normal business activities. During the validity period of this contract and after its termination or revocation, Party B agrees not to directly or indirectly allow any individual or organization on other websites to provide cooperative merchant information (including data such as merchant personal information, Party A's business plans, technology, service information, etc.) to any third party. Otherwise, Party B shall bear all economic losses and unforeseeable losses caused to Party A and assume 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 franchise period, Party B shall independently explore the market and develop clients. Throughout the franchise process, Party B guarantees to provide excellent services to customers and shall not engage in fraudulent, coercive, or any other improper methods that may damage the clients' and Party A's brand image and economic interests.

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。

Both Party A and Party B shall not be held responsible for any inability to work or perform their obligations due to force majeure or unexpected events, including but not limited to adjustments in national policies and regulations, natural disasters, or other uncontrollable circumstances.

- 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 contract expires, if both Party A and Party B mutually decide not to extend the cooperation period, the contract will automatically terminate.

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 any of the provisions stated in this contract, the other party has the right to terminate the contract 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 not engage in any related business activities using any proprietary materials under the jurisdiction of Party A.

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 any disputes or unresolved matters arise during the execution of this contract, both parties shall promptly engage in consultations to reach a resolution. If no resolution is achieved through negotiations, either party may file a lawsuit in the People's Court located in the jurisdiction of Party A.

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 shall come into effect from the date of signature and seal by the authorized representatives of both parties. This contract is made in two copies, with each party holding one copy, and both copies shall have equal legal validity.

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 any matters not covered in this contract, both Party A and Party B shall engage in mutual consultations to establish a supplementary agreement. The supplementary agreement shall have equal legal validity 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 agreement. In case of any discrepancies or ambiguities between the languages, the Chinese content shall prevail.

(以下空白 The following blank)

(本頁為簽名頁面 This page is the signature page)

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