

# 企業通證展示合作協議

Enterprise Link pass Display Cooperation Agreement

國際通證交易中心

INTERNATIONAL LINK PASSTRADING CENTER

[选取日期]

甲方 (Party A) :

乙方 (Party B) :

鑒於：乙方通過甲方國際通證平臺進行企業展示及交易服務事宜，並通過甲方自行接入的第三方支付系統辦理通證支付、交易退款及結算事宜，其中包含企業資產通證化以及投融資對接服務，依照相關國家的法律法規，甲乙雙方在平等互利、真誠合作、共同發展的基礎上，經友好協商，達成如下協議條款：

Whereas: Party B conducts corporate display and transaction services through Party A' s international Link pass platform, and handles Link pass payment, transaction refunds and settlement through the third-party payment system that Party A accesses itself, including corporate asset linkpassization and For investment and financing matching services, in accordance with the laws and regulations of relevant countries, Party A and Party B have reached the following terms of agreement after friendly negotiation on the basis of equality, mutual benefit, sincere cooperation, and common development:

#### 第一條、合作項目(Cooperation projects)

- 1、 甲方有償為乙方提供國際通證交易平臺以及必要的相關系統所需要的用戶名和密碼，同時以平臺展賣的形式以及線下路演方式說明乙方實現企業展示以及通證化後的運作方式。

By charging Party B, Party A provides Party B with the user names

and passwords required for the international linkpass trading platform and necessary related systems, and at the same time helps Party B realize enterprise display and linkpassization in the form of platform exhibitions and offline roadshows. Mode of operation.

- 2、 乙方通過甲方的平臺發佈、展示、銷售產品以及處理資產的相關展銷事宜。

Party B publishes, displays and sells products and handles related exhibition and sale of assets through Party A's platform

### 第二條、合作時間(cooperation time)

甲乙雙方一致確認合作期限為 1 年，即從\_\_\_\_\_年\_\_月\_\_日起至\_\_\_\_\_年\_\_月\_\_日止。

Both parties agree that the cooperation period is 1 year, that is, from \_\_\_\_\_ to \_\_\_\_\_.

### 第三條、甲方的權利義務

- 1、 負責按合同規定，保證國際通證交易平臺系統的正常運行；同時應盡可能在現有技術條件下對交易平臺進行系統改進、功能提升和個性化修改等工作。

Responsible for ensuring the normal operation of the international linkpass trading platform system in accordance with the contract; at

the same time, the system improvement, function enhancement and personalized modification of the trading platform should be carried out as much as possible under the existing technical conditions.

- 2、 在相關業務的宣傳工作中，甲方不得損害乙方的名稱權、名譽權等非財產權利。

In the promotion of related businesses, Party A shall not damage Party B's non-property rights such as name rights and reputation rights.

- 3、 如遇甲方原因造成的平臺服務中斷時，甲方應及時排除故障並在第一時間內恢復平臺的運行。

In case of platform service interruption caused by Party A, Party A shall promptly troubleshoot and restore the operation of the platform as soon as possible.

- 4、 在本合同履行期間或自然終止後，甲方有權要求乙方按時足額支付合同期內乙方應向甲方繳納的費用。

During the performance of this contract or after its natural termination, Party A has the right to require Party B to pay in full and on time the fees that Party B should pay to Party A during the contract period.

- 5、 未經乙方同意，甲方不得將本協議的內容透露給第三方。

Without the consent of Party B, Party A shall not disclose the contents of this agreement to third parties.

- 6、 甲方對乙方在本平臺上提供的資料真實性、資訊披露內容、服務品質等方面擁有監督權利。

Party A has the right to supervise the authenticity of the materials provided by Party B on this platform, the content of information disclosure, and the quality of service.

- 7、 甲方作為平臺的所有者和管理者，有權對乙方的平臺服務範圍內的經營展示活動進行規範、監督和管理。對於嚴重損害公共權益或甲方利益的企業，甲方有權終止其繼續使用本平臺，同時支持和協助消費者、有關行政機關對其進行追索和查處。

As the owner and manager of the platform, Party A has the right to regulate, supervise and manage the business display activities within the service scope of Party B's platform. For enterprises that seriously damage the public rights or the interests of Party A, Party A has the right to terminate their continued use of this platform, and at the same time support and assist consumers and relevant administrative agencies to pursue and investigate them.

- 8、 乙方理解甲方為了平臺的正常運行或基於市場整體利益考慮及經營需要，需要定期或不定期地對平臺進行停機維護或對其平臺的服務內容、版面佈局、頁面設計等有關方面進行調整，如因此類情況而影響甲方本合同項下義務的履行，乙方給予充分的諒解，

不對此追究法律責任，但甲方有義務提前告知乙方並預告恢復日期。

Party B understands that for the normal operation of the platform or based on the overall interests of the market and business needs, Party A needs to regularly or irregularly shut down the platform for maintenance or adjust the service content, layout, page design and other related aspects of the platform, such as If such circumstances affect Party A's performance of its obligations under this contract, Party B will give full understanding and will not pursue legal responsibility for this, but Party A is obliged to inform Party B in advance and announce the recovery date.

- 9、 甲方有義務為乙方提供 1 年以內的相關資料的存檔和及時查詢；如甲方根據業務需要對資料保留期限進行調整，甲方會在實施調整前發送通知給乙方，以便乙方及時做好資料保存工作。

Party A is obliged to provide Party B with archiving and timely query of relevant data within one year; if Party A adjusts the data retention period according to business needs, Party A will send a notice to Party B before implementing the adjustment, so that Party B can prepare the data in time Save your work.

#### 第四條、乙方的權利義務（Party B's rights and obligations）

- 1、 乙方應當具有相關行政部門頒發的《營業執照》及各類商品經營許可證明、資產合規證明，同時乙方保證提交給甲方的上述相關

證明材料真實、合法、可靠，並對其真實性負責。

Party B shall have the "Business License" issued by the relevant administrative department, various commodity business license certificates, and asset compliance certificates. At the same time, Party B guarantees that the above-mentioned relevant certification materials submitted to Party A are true, legal, and reliable, and is responsible for their authenticity.

- 2、 乙方承諾在利用甲方平臺開展銷售等商務活動時嚴格遵守屬地國家的相關法律法規，尊重消費者的隱私權和其他法定權利。乙方同時嚴格遵守甲方與其他關聯方所簽協議書中甲方需要承擔的與消費者（客戶）權益相關的義務和責任。

Party B promises to strictly abide by the relevant laws and regulations of the territorial country when using Party A's platform to carry out sales and other business activities, and respect the privacy rights and other legal rights of consumers. At the same time, Party B strictly abides by the obligations and responsibilities that Party A needs to undertake in relation to the rights and interests of consumers (customers) in the agreement signed by Party A and other related parties.

- 3、 乙方通過甲方平臺發佈的所有產品品質必須符合屬地國家品質技術標準或行業標準，同時取得相關行政部門出具的產品合格證，若產品出現品質問題，乙方須承擔因此而造成的一切損失（包括但不限於向消費者賠禮道歉、退貨、賠償損失和賠償甲方的損失）。

The quality of all products released by Party B through Party A's platform must comply with the local national quality and technical standards or industry standards, and at the same time obtain the product qualification certificate issued by the relevant administrative department. If there is any quality problem with the product, Party B must bear all losses caused by it.

(Including but not limited to apologizing to consumers, returning goods, compensating for losses and compensating Party A for losses).

- 4、 乙方負責平臺使用者訂購之後的所有後續服務（包括但不限於發貨、收款、退貨、退款）。乙方在接到甲方平臺的交易訂單後，應及時確認訂單的有效性，儘快發貨並確保平臺用戶在最短時間內能收到貨品，如乙方未能及時發貨，導致平臺用戶投訴、差評、追求賠償責任等情況累計 3 次，乙方除承擔相應責任（賠償平臺用戶和甲方的損失）外，甲方可以視情況處以暫時或永久（單方面終止本協議）下架乙方通證的決定。

Party B is responsible for all follow-up services after platform users place an order (including but not limited to delivery, collection, return, and refund). After receiving the transaction order from Party A's platform, Party B shall confirm the validity of the order in a timely manner, deliver the goods as soon as possible, and ensure that platform users can receive the goods in the shortest possible time. If Party B is reviewed and held accountable for compensation for 3 times, in addition to taking corresponding responsibilities (compensation for the losses of platform users and Party A), Party A can also decide to implement t



emporary or permanent implementation of Party B' s link pass (unilaterally terminate this agreement) depending on the situation delisted.

- 5、 乙方保證其發佈在甲方平臺上的資訊合法、真實和有效，並且保證不存在任何虛構、錯誤及誤導的資訊，否則乙方將承擔全部的經濟損失及法律責任。

Party B guarantees that the information it publishes on Party A's platform is legal, true and valid, and that there is no fictitious, false or misleading information, otherwise Party B will bear all economic losses and legal responsibilities.

#### 第五條、費用(cost)

- 1、 乙方通過甲方平臺發行通證，甲方則按照發行總額的 2%向乙方收取費用，該費用在通證上架前支付。

Party B issues linkpass through Party A's platform, and Party A charges Party B a fee of 2% of the total issuance amount, which is paid before the linkpass are put on the shelves.

- 2、 乙方在簽訂本協議後的三日內應當交付掛牌費用美金 1000 元整，其中不包含企業應當接受盡職調查機構費用，財務審計機構費用，該費用由乙方自行另簽協議，於甲方平臺無關。

Party B shall pay the listing fee of USD 1,000 within three days after signing this agreement, which does not include the due diligence a

gency fee and financial audit agency fee that the enterprise should accept. This fee shall be signed by Party B itself and has nothing to do with Party A's platform.

#### 第六條、保密義務(Duty of confidentiality)

- 1、 雙方應對其因履行本協議而取得的雙方中任何一方的各種形式的任何技術或商業資訊進行保密。

Both parties shall keep confidential any technical or commercial information of either party in any form obtained by them as a result of the performance of this agreement.

- 2、 需要保密的資訊包括但不限於下列資訊：

Information that needs to be kept confidential includes but is not limited to the following information:

- (1) 雙方的高度機密。包括生產資料與另一方商務用戶、財務狀況、履約或經營有關的資訊。

Both sides are highly confidential. Including production data and information related to another party's business users, financial condition, performance or operations.

- (2) 本協議的條款與條件以及本協議有關的全部價格、收費、信用以及發票資訊。

The terms and conditions of this Agreement and all prices, charges, credits and invoicing information relating to this Agreement.

(2) 第三方的保密資訊，或對某一方有保密義務的資訊。

Confidential information of third parties, or information under a duty of confidentiality to a party.

(3) 任何被另一方清楚認定為保密的資訊，無論是載於有形媒體或由口頭作出的。

Any information, whether contained in a tangible medium or given orally, that is clearly identified by the other party as confidential.

#### 第七條、違約責任 (Liability for breach of contract)

1、 除本協議另有約定外，如甲乙雙方中任何一方違反本協議，違約方應向非違約方賠償相應的損失。

Unless otherwise stipulated in this agreement, if either party A or Party B violates this agreement, the breaching party shall compensate the non-breaching party for corresponding losses.

2、 如因乙方提供虛假資訊、出現假冒產品、品質問題或進行其他違法交易而造成的損失，甲方有權向乙方索賠。

Party A has the right to claim compensation from Party B for loss

es caused by Party B's provision of false information, counterfeit products, quality problems or other illegal transactions.

#### 第八條、其他(other)

- 1、 協議經雙方法定代表人或授權簽署人簽字蓋章後有效。

The agreement becomes effective after being signed and sealed by the legal representatives or authorized signatories of both parties.

- 2、 協議合作期滿前 30 日內，乙方應當向甲方書面申請終止本協議，如未書面申請則視同本協議同等條件續約。

Within 30 days before the expiration of the agreement cooperation period, Party B shall apply to Party A in writing for termination of this agreement. If there is no written application, it shall be regarded as the renewal of this agreement under the same conditions.

- 3、 協議一式兩份，甲乙雙方各執一份，具有同等法律效力。

The agreement is made in duplicate, with Party A and Party B each holding one copy, which has the same legal effect.

- 4、 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(Party A) :

授權代表(authorized representative) :

簽約日期(signing date) :

乙方(Party B) :

授權代表(authorized representative) :

簽約日期(signing date) :