



UNITZ COMPANY LIMITED

TIN: 0316760769

Address: 246 Phan Xich Long, Ward 07, Phu Nhuan District, Ho Chi Minh City

Tel.: (+84)917691921

Email: supplier@unitz.app

SOCIALIST REPUBLIC OF VIETNAM

Independence - Freedom - Happiness

SERVICE CONTRACT

No:...../2022/HDDV/UNITZ

- Pursuant to Civil Code 91/2015/QH13 of Socialist Republic of Vietnam;
- Pursuant to Trade Code 36/2005/QH11 of Socialist Republic of Vietnam;
- Pursuant to the capability and requirement of both parties;
- Based on the spirit of honesty and goodwill cooperation of parties.

Contract of providing and using the Unitz E-commerce Exchange Application Service ("Contract") is made on, between:

1. UNITZ COMPANY LIMITED (Party A)

Representative: Pham Ngoc Hoang

Position: Director

Address: 246 Phan Xich Long, Ward 07, Phu Nhuan District

Certificate of Business Registration No. 0316760769 issued by Business Registration Office - Department of Planning and Investment of Ho Chi Minh City on: 22/03/2021.

and

2. FULL NAME: (Party B)

Citizen ID/Passport No.:

Issued on:

Issued by:

Email address:

Phone:

Permanent address:

Contact address:

Party A and Party B hereinafter are individually referred to as "Party", collectively referred to as "Both Parties" or "Parties", agree to sign this Contract with the following terms and conditions:

Article 1. Definitions

1.1. Unitz E-commerce Exchange Application ("Unitz App"): is an application that acts through the website¹ and applications² that Party A has Intellectual Property Rights, including but

¹ Website: <https://unitz.app/vi/> , <https://unitz.vn/vi/>

² Mobile Application: Application versions Unitz Supplier App, Unitz – App for operating system iOS and Android.



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not limited to source code, images, data, information, content contained in the application; modifications supplements; updates of the application; and related guidance documents (if any). No individual or organization is allowed to copy, reproduce, distribute or make an infringement on the proprietary of the Unitz App without the written permission and consent of Party A. Unitz Applications includes two versions:

1.1.1. Unitz App for Supplier has the function of providing an environment for Suppliers to conduct E-commerce activities with customers.

1.1.2. Unitz App for Customer has the function of providing an environment for Customers to make paid live calls with Suppliers.

1.2. Unitz E-Commerce Exchange Service (“Service”): is the Service that supports installation, utilization, upgrade, warranty, maintenance, and Services provided on the Unitz Application.

1.3. Supplier: is an individual that has a demand to use Unitz Supplier App and Services, provides complete information, be recognized, assigned access privileges, and use the App provided by Party A to carry out legal commercial activities.

1.4. Customer: is an individual that has demand to use Unitz App for Customer and Services, provides complete information, be recognized, assigned access privileges, and use the App provided by Party A.

1.5. Commercial Activities on Unitz App: is an activity of providing Advisory Services, online training courses according to the scope of the field registered by Party B with Party A, including but not limited to Party B communicating through images, sounds, sharing documents, providing information about their Advisory Services, courses to one or several Customers³ participating in transactions through Unitz App platforms.

Commercial Activities of Party B on Unitz App must be carried out in accordance with the Terms and Conditions in this Contract, General Terms and Conditions, Privacy Policy, Supplier’s Code of Conduct, and additional policies issued by Party A, and must ensure compliance with relevant Laws.

1.6. Services: are Advisory Services, online training courses in one of the following fields: Lifestyle, Education, Financial Business registered by Party B with Party A to provide to

³ Some Customers participate in the transaction in case 01 (one) Course of Party B has many Customers registering for the same course.



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Customers based on the scope of knowledge, capacity, experience, and documents obtained by Party B by Lawful use right⁴

1.7. Appointment: is a service package including the corresponding time and Income set up by Party B on Unitz Supplier App based on the ability and quality of Party B's Services.

Customers just have permission to set schedules according to the service package displayed on the Unitz App.

1.8. Advisory sessions, online training courses: are the entire process of advising, training, and online course of Party B with Customers by appointment on the Unitz App platform.

1.9. Income:

Income is the amount that Customers pay for Party B through online payment methods⁵ upon successful implementation of the Advisory and Training session according to the Schedule. Party B's Income will be updated at Unitz Wallet⁶

Conditions for a transaction between Party B and Customer to be considered successful:

- The appointment is not canceled;
- Transaction with the participation of Party B and Customers;
- The appointment starts and lasts until the minimum time that Party B can receive Income⁷

1.10. Service fee: is the fee applied for each successful Advisory transaction, training course on Unitz App that Party B is responsible for paying to Party A under this Contract.

1.11. Remuneration: is the amount that Party B receives according to the total Income after deducting Service fees, taxes, and fees in accordance with applicable Laws (if any) and may include expenses incurred that there are grounds to show that Party A is responsible for paying Party B.

Article 2. Objectives and Scope of the Contract

2.1. Scope of the Contract:

2.1.1. Terms and Conditions in this Contract are established and implemented on the ground that the Parties agree that:

- a. Party A describes the display of Party B's Services on Unitz App;
- b. Party A operates Unitz App platform and gives permission for Party B to access and use;

⁴ Documents owned by Party B and/or documents copied, quoted by Party B from other sources do not violate the legal provisions.

⁵ Currently applicable online payment methods: Domestic payment card

⁶ Unitz Wallet: is a place to store the entire Income of Party B through transaction of successful Advisory sessions, Online training courses and automatically update the cash flow in and out.

⁷ The minimum time for Party B to receive Income is 03 (three) minutes.



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c. Party A provides Services for Party B under this Contract.

2.1.2. Parties agree and acknowledge that Terms and Conditions in this Contract, [General Terms and Conditions](#), [Supplier Agreement](#), [Privacy Policy](#), Supplier's Code of Conduct, Adjustment of Claims Policy, Operational Regulations, Dispute Settlement Policy, and Additional Policies By Party A are an integral part of this Contract.

2.2. Contractual relationships

2.2.1. For Customers, Party A is a Service provider using an Online communication Application. Party B's participation in the use of Unitz App for Customer is not adjusted by this Contract.

2.2.2. For Party B, Party A is not involved in the transaction between Party B and Customer. Party B directly provides Online training Courses and Advisory Services on an independent ground, without violating the agreement of this Contract, in accordance with the culture, fine customs, and compliance with the Laws of Vietnam.

2.2.3. Party A may or may not pre-screen Customer or verify the content of the information provided by Customer to Party B.

Article 3. Conditions of signing Contract

3.1. Information on registration file of Party B

3.1.1. Party B has full Capacity for Civil acts and Legal liabilities;

3.1.2. Party B operates legally in the field of registration, has a practicing certificate and/or related or advanced diplomas, certificates to serve the profession; is responsible for updating and notifying Party A of expired, withdrawn documents, and at the same time providing additional documents (if any) at Party A's request.

3.1.3. Party B completes the registration form for personal information and information about their Advisory Services, Online training Courses at the request of Party A.

3.2. Party B's Account information on Unitz Supplier App

3.2.1. Party B must provide accurate, truthful and complete information. Party A will create an account profile for Party B on the ground of the information provided and has the right to describe this information under the Contract;

3.2.2. Party B is not allowed to register multiple accounts on Unitz Supplier App; not to register under a proper name, provide inaccurate and/or misleading information; in case Party B's account has information that is confusingly similar to another Supplier's account on the application, Party B must update additional information with distinguishing elements;

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3.2.3. Party B must provide profile pictures, video recordings introducing themselves and services to Party A according to the criteria described in the Manual. If the profile picture and video recording has not been provided exactly as required, Party B's Supplier account on Unitz App will be temporarily hidden;

3.2.4. Party A confirms that the information provided by Party B is truthful and complete; Party A gives permission to access and use Unitz App for Party B.

Article 4. Service Charge

4.1. The service charge is directly deducted from the total income of Party B before Party A pays the Remuneration to Party B;

4.2. The service fee is applied simultaneously to the Advisory Services and Online training Course; applies to all Suppliers of Party A as follows:

Time	Service Charge
From the date the Parties sign this contract to the end of February 28, 2022	10%
From March 01, 2022	20%

Article 5. Remuneration

5.1. Party B is paid Remuneration from Party A upon Request by order on Unitz Supplier App;

5.2. Withdrawal requests must be made between the 5th and 10th of each month. In case the time required for payment of Remuneration on a public holiday, Party B must do on the next working day following that holiday;

5.3. Party A will pay the Remuneration directly to the bank account provided by Party B to Party A within 03 (three) working days from the date Party A receives the Request; Party A does not apply remittance charges when paying Party B's Remuneration and has the right to impose it when there is a change in Policy.

Article 6. Rights and Obligations of Party A**6.1. Rights of Party A**

6.1.1. Request Party B to provide accurate and truthful information and documents for the completion of the account registration profile;

6.1.2. Request Party B to provide Services on the application according to the quality, quantity and time agreed with Party A according to the content of account registration or under this Contract;



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6.1.3. Unilaterally terminate the Contract in accordance with the provision in Article 8 of this Contract;

6.1.4. Receive full Service charges on time and as agreement at Article 4 and Article 5 of this Contract;

6.1.5. Interrupt or suspend Party B's Supplier account when Party B violates the agreement and integral parts of this Contract and must notify in advance;

6.1.6. Party B acknowledges and agrees that Party A has the right to use information and documents provided by Party B under this Contract for following purposes:

- a. Text documents introducing information about Advisory services, Courses, personal information, images, and videos are used to update publicly on the Unitz App platform system for the purpose of advertising and introduction.
- b. The documents are lesson plans, textbooks, presentations, documents serving the process of advising, training courses used to be stored on the software system and provided to customers who have used the service according to Party A's Privacy Policy

6.1.7. Party A is not responsible for ensuring that the data transmission signal over the Internet is always available and the availability of Unitz App platform or services on the application is always available anytime, anywhere.

6.2. Obligations of Party A

6.2.1. Provide Party B permission to access and use the Supplier's account, information, documents, and technical equipment to exploit and use the software;

6.2.2. Commitment to confidentiality of information, content of Advisory sessions, training courses for documents and presentations that are owned by Party B or legally used by Party B;

6.2.3. Collect Customer's fee and remit Income as require of Party B;

6.2.4. Responsible for checking and repairing techniques and means when Party B notices or when errors or problems occur;

6.2.5. Implement marketing, advertising programs and campaigns for Party B to Customers and Third Parties; organize, invest and make efforts to find and approach a variety of Customer sources in order to attract and increase Party B's revenue;

6.2.6. Participate in dispute resolution process with Party B and claims settlement process with Customer;

6.2.7. Pay fines for breach of obligations and compensation for damage when not promptly checking and repairing technical errors and technical means leading to serious damage to Party B.

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6.2.8. Compensate for Party B when unilaterally terminate this Contract without ground and/or failing to properly and fully implement the obligations pursuant to this Contract, resulting in damage to Party B, compensation costs shall be agreed upon by two parties according to the actual damage at the time the liability arises.

6.2.9. Other obligations according to the provisions of Law.

Article 7. Rights and Obligations of Party B**7.1. Rights of Party B**

7.1.1. To be given permission by Party A to access and use the Supplier account, facilitated support and guidance throughout the process of using Party A's products;

7.1.2. To be kept confidential personal information, content of Advisory sessions, training courses for documents, presentations owned by Party B or legally used by Party B;

7.1.3. Request Party A to provide information, documents and means to perform the work;

7.1.4. Have permission to access and change information that provided on application system:

- a. Party A encourages Party B to have a specific schedule and continuously update when there are changes in Unitz Supplier App;
- b. Party A encourages Party B to maintain the price of Party B's services. If there is an adjustment in service prices, Party B commits to receive Income corresponding to each setting time and to each different Customer;

7.1.5. Request to receive fully Remuneration from Party A on time as agreed in Articles 4 and Article 5 of this Contract after deducting related expenses.

7.1.6. Require Party A to fix, repair objective technical problems and/or assist in fixing Party B's subjective problems on transmission lines, software errors so that Party B can use the application most effectively;

7.1.7. Implement grievance procedure against Customers not under this Contract;

7.1.8. In case Party B's suspended account on the system due to participating in the complaint settlement process is reactivated, Party B will receive a fine for the violation (if any) and retain full Income available in the account if Party B's claim is accepted or Customer's claim is denied;

7.1.9. Comment, rating Unitz App and services provided by Party A on community platforms.

7.2. Obligations of Party B:



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7.2.1. Obligations when operating on the Unitz App

- a. Party B has to directly provide Advisory services, training courses for Customers;
- b. Effort to maintain operation on the Unitz App platform, provide Advisory services, online training courses with consistent quality for Customer satisfaction;
- c. Ensure that the interaction with Customer is not interrupted by Party B's subjective reasons (personal working, receiving other calls, canceling appointments without notice,...)
- d. Limits on data capacity of shared attachments on the system must be adhered to;
- e. Party B must not push, force customers in any way to continue to use more services and/or communicate directly with Party B not through Unitz App;
- f. Only provide Advisory services, Online training courses in the field of content registered with Party A;
- g. Party B is not allowed to collect any additional costs during the Advisory and Training courses with Customers;
- h. During the online Advisory, training course session, if Party B realizes that the Customer has an unstable mentality or physiology state that may affect or endanger Customer's life, Party B or other people, Party B must immediately help and/or seek outside help (call an ambulance, notify the police...);
- i. If Party B suspects that Customer has registered an account on Unitz App with false information or is using another Third Party's account, Party B is obliged to end the conversation with Customer immediately and report the Customer's suspicions of violation to Party A.

7.2.2. Obligation to comply with [Supplier's Code of Conduct](#)

- a. During the Online Advisory, training session with Customers, Party B must comply with the Supplier's Code of Conduct, including the terms of compliance with the law on business lines and respect for customers;
- b. In case through the measures to review Party A's violations, there is a ground to show that the content exchanged between Party B and Customer directly affects the implement of this Contract, the brand, and the business method, policies, market strategies, marketing plans of Party A, Party A has the right to interrupt or suspend Party B's account on the Application;

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- c. Any act of sending promotional emails, spam emails, spam messages, spreading viruses or data and/or actions that can cause congestion, overload, damage the platform system, Unitz App environment are prohibited;
- d. Not to take advantage of the trademark “Unitz” or the assets legally owned by Party A that Party B is allowed to use for personal or commercial purposes;
- e. The violation of Terms and Conditions of this Contract, the Supplier's General Code of Conduct by Party B affects the regular and continuous business activities of Party A, Party A has the right to unilaterally terminate this Contract, request fines for violations and compensation for damage at the Competent dispute settlement Authority.

7.2.3. Obligation to receive and evaluate objectively

- a. Party B agrees and acknowledges that Customers can publicly post ratings of the results of Advisory and Training Course sessions with them on Unitz App for Customers, the application versions on iOS or Android. These reviews are also readable by Third Parties;
- b. Party B is not allowed to use the rating system to cheat in any way; Party B is prohibited from submitting an inaccurate review of themselves or an unbiased review of another Supplier's account. Party B can only submit reviews of other Suppliers when using Unitz App for Customer.
- c. In case Party B seriously violates the Terms of abuse of the review system for personal purposes and/or affects other Suppliers on Unitz App, Party B's account will be suspended. The measure of account suspension to limit unfair competition on Unitz App and the amount of Disposable Income on Unitz Wallet of suspended account shall be decided by Party A in a reasonable manner.

7.2.4. Obligations related to complaints

Party B must participate in the complaint settlement process with Customer according to the [Claims Settlement Policy](#).

7.2.5. Assignment of Contract

- a. Do not transfer or assign part or all of the Rights and Obligations of this Contract to Third Party without the consent of Party A.
- b. Party B's account on the Unitz Supplier App is not transferable or assignable to Third Party for its use; Party B must notify Party A as soon as they lose their account login information or it is suspected that the login process are affected by a Third Party;

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- c. Party B is legally responsible for all actions taken through their Supplier account or with their access details; this Condition will not apply if there is ground to believe that Party B has been stolen information by a Third Party.

7.2.6. Obligation of compliance with the Laws

- a. Suppliers engage to be responsible for paying taxes and fees incurred for the services they provide pursuant to applicable Laws.
- b. In case Party B's behavior causes damage to property, life, body, health or mind of Customers, Party B must be responsible according to the provisions of Law.
- c. If Party B's violation causes damage to Customer, Party B shall be responsible for compensation for property damage to Customer outside this Contract. Liability is limited to actual direct damages.

7.2.7. Obligation to legally use the assets of Party A

All informational content contained and represented on Unitz App, including the "Unitz Supplier App", "Unitz App" trademarks, source code, images, videos, data, databases, modifications supplements, updates of the Application and related manuals are all under the Intellectual Property Right of Party A. Party B may not copy, use, modify, distribute part or all of the contents above for personal or commercial purposes without the consent of Party A.

7.2.8. Obligation of Information Confidentiality

- a. Party B has an obligation to keep confidential all information related to Customer and the conversation on Unitz App, advisory information, data, documents and files provided by Customer to Party B.
- b. Party A will not interfere or bear joint responsibility when there is a dispute over privately shared issues in the transaction between Party B and Customer;
- c. Party B is responsible for keeping confidential all information related to Party A, including the content of this Contract, Policies, relevant manuals, business capacity records, business sectors, market strategies, marketing plans, service charges;
- d. In case part or all of documents, confidential information under this Contract is shared, copied, distributed by Party B to Third Party without the consent of Party A, Party A has the right to initiate a civil case or make criminal denunciations according to the provisions of Law.

Article 8. Contractual Term

- 8.1.** The term of this Contract is 03 (three) months from the signing date;



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8.2. After that term if Parties do not have another Agreement, the Contract will be automatically renewed 03 (three) months and unlimited number of renewals.

Article 9. Termination

9.1. This contract terminates in the following cases

9.1.1. The parties agree to terminate the Contract at the request of one Party/two Parties due to the failure to achieve the original purpose when signing the contract.

The Party that unilaterally terminates the Contract must notify the other Party in writing, clearly stating the reasons 30 (thirty) days prior from the date of termination. In case the breach of notification obligation causes damage to the other Party, the breaching Party shall be responsible for compensation and at the same time, within 30 (thirty) days from the date of notice of termination of the Contract, the Parties must fulfill their obligations towards the other Party.

9.1.2. One Party has the right to unilaterally terminate the Contract and not have to compensate for damage when the other Party seriously violates the obligations in the Contract;

9.1.3. The contract is terminated according to the provisions of Law.

9.2. This Contract may be suspended when Party B's account on Unitz App for Suppliers is suspended or suspended access permission.

9.3. Party B's account on Unitz App in a state of interruption or suspension of access does not automatically terminate the validity of this Contract, until the Parties fulfill all obligations as agreed in the Contract.

9.4. Consequence of Contract Termination:

9.4.1. Party B must immediately notify Party A of all uncompleted transactions with Customer, shall be responsible for fulfilling the obligations under this transaction to Customer until it is consistent with the Terms and Conditions of this Contract.

9.4.2. Party A has the right to remove Party B's access to Unitz App for Supplier or continue to use Party B's documents from Unitz App as well as stop receiving any appointments from Customer and Party B after the date of termination of this Agreement.

Article 10. General Terms

10.1. The parties commit to properly and fully perform their rights and obligations under this Contract;

10.2. The parties agree and acknowledge that the fine for breach of contract shall be determined upon the occurrence of a violation by a Party; if causing damage to the other Party, the



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violating Party shall simultaneously be responsible for compensation and the compensation level will be determined according to the actual damage incurred;

10.3. During the implementation of this Contract, if one Party encounters difficulties or obstacles must notify the other Party within 15 (fifteen) days from the date of difficulties or obstacles. The Parties are responsible for cooperating to find the best solution;

10.4. The parties are responsible for providing information within a reasonable time at the request of the other Party. If one Party's delay in providing information causes damage to the other Party's rights and obligations under this Contract, the Party implement the delay is obliged to compensate for the damage;

10.5. All modifications and supplements to the content of this Contract must be made in writing and signed by both Parties. If the modifications and supplements are shown in the form of an Appendix, the Appendix is an integral part of this Contract;

10.6. Any dispute arising during the implementation of this Contract shall be prioritized to be resolved through negotiation and conciliation. If conciliation fails, the Parties choose to settle the dispute at the Vietnam International Arbitration Center (VIAC).

Article 11. Termination of Contract implementation

11.1. In all cases of termination of Contract under Article 8 of this Contract, a record of contract liquidation must be made;

11.2. This contract has 12 (twelve) pages, made into 02 (two) copies in English. Each Party keeps 01 (one) copy with the same legal validity and takes effect from the signing date.

Party B

Party A

Director

PHẠM NGỌC HOÀNG