**COOPERATION AGREEMENT TO PROVIDE SERVICES ON ECOMMERCE PLATFORM NEXTPRO.IO**

Number: ... HD/NEXTPRO

Ho Chi Minh City, day ... month ... year ...

**Service user (Party A): ............................................................................ ..............................**

Address: ............................................... ..............................

Tax code: .............................................. ..............................

Phone number: .............................................. ..............................

Account (VND): ............................................................................ ..............................

Open at: ................................................................................. ..............................

Representative: .............................................. ..........................

Position: ............................................... ..............................

Supplier Name: ............................................. ..............................

**Service provider (Party B): NEXTPRO INTERNATIONAL PROCUREMENT SERVICES COMPANY LIMITED**

Address: 10th Floor, Miss Ao Dai Building, 21 Nguyen Trung Ngan, Ben Nghe Ward, District 1, HCMC

Tax code: 0316185082

Phone number: 1900 633375

Account (VND): 1013255374

Bank: Vietcombank – Tan Dinh Branch, District 1, Ho Chi Minh City

Representative: Mr. Tran Quoc An

Position: Chief Executive Officer

- Pursuant to the Civil Code No. 33/2005/QH11 promulgated by the National Assembly of the Socialist Republic of Vietnam on June 14, 2005 and guiding documents;

- Pursuant to the Commercial Law No. 36/2005/QH11 promulgated by the National Assembly of the Socialist Republic of Vietnam on June 14, 2005 and guiding documents;

- Based on the needs of e-commerce development and the cooperation ability of the two parties.

Party A and Party B agree on the following rights and obligations:

1. Party A is free to post Party A's business information on the e-commerce platform nextpro.io (including website and app) through registration to open a free supplier account.

2. Party A is allowed to participate in sending quotes according to the buyer's request for information/proposal/quotation on the e-commerce platform nextpro.io in the right business line of the business that Party A has registered.

3. Depending on the subscription service package, Party A will be able to post 4 or 8 items promotional information about its products/services on the e-commerce platform nextpro.io. When the buyer clicks on this product/service information, the system will lead to the landing page at Party A's website. Any form of purchase and sale between Party A and the buyer (if any) will be completely unrelated to the e-commerce platform nextpro.io.

4. Depending on the service package that Party A subscribes to, Party A will receive reports/data analysis on the e-commerce platform nextpro.io related to its industry.

5. Party A is entitled to attend online bidding events organized by the buyer and the buyer invites Party A to participate in those online bidding events.

6. Party A can use NextPro's supplier support services: advertising and other sponsorship services.

7. Party A commits to agree and comply with all regulations stated in "Terms and conditions of service use on the Platform" (attached) and Policy and regulations for Suppliers on the Platform.

The content stipulating the specific rights and obligations of each party and the terms that the two parties agree to serve for the performance of the Contract will be shown in the Terms and conditions of service at nextpro. io (attached)

REPRESENTATIVE OF PARTY A (signed) REPRESENTATIVE OF PARTY B (signed)

**TERMS AND CONDITIONS OF USE OF SERVICES ON E-COMMERCE PLATFORM NEXTPRO.IO**

**Article 1: Definition**

1.1 Buyer: The person who posts the products/services through RFx that need to be purchased from suppliers on the e-commerce platform nextpro.io used by Party A under the conditions stated in this agreement.

1.2 Supplier: The person who provides products/services selected by the buyer at his discretion and is responsible for the products/services posted by the buyer on the e-commerce platform nextpro.io and used by the buyer under the conditions set in this agreement.

1.3 Purchase Order/Purchase Contract: An agreement signed outside the e-commerce platform nextpro.io between the buyer and Party A. The e-commerce platform nextpro.io provides samples of all kinds such as: Purchase Orders/Purchase Contracts/Purchase Order Confirmation / General Terms and Conditions… for both the buyer and Party A to use at their own discretion.

1.3 Evaluation of completing the transaction: When the buyer receives the product/service from Party A and evaluates his satisfaction with that products/services right on the e-commerce platform nextpro.io

1.4 Account Lock: The Supplier's account is put under control when the transactions are suspected of having signs of breaking the law, which are fake or risky.

1.5 NextPro or nextpro.io: is understood as an the e-commerce platform through the website nextpro.io provided by NextPro International Procurement Service Co., Ltd.

1.6 Payment: Is the payment between buyer and Party A made outside the e-commerce platform nextpro.io. The payment conditions will be agreed and monitored by both the buyer and Party A.

**Article 2: Rights and responsibilities of Party A**

2.1 Legal transactions and honest sales: Party A commits to:

a) Party A must be responsible for ensuring that the goods/services provided to the buyer and posted by the buyer on the e-commerce platform must be goods that are allowed to be traded and comply with the provisions of law Vietnam (if any).

b) Ensure the accuracy and truthfulness of information about their goods and services offered for sale. Party A commits to sell the goods at the right price sent to the buyer, the price includes taxes as prescribed by law.

2.2 Financial commitment: Party A commits

a) Do not require buyer to provide personal financial information such as bank accounts, credit card numbers, NextPro account login and password...

b) Provide the buyer with clear and reasonable exchange/return and warranty policies, provide Party B with the content of those policies when required and have the responsibility to notify each time there is a change or update.

2.3 Transaction monitoring and control:

When receiving notification information (message and/or email) from NextPro informing about the arising transaction, Party A is responsible for checking it again by logging into the Supplier account on NextPro platform:

Party A signs a contract to provide products/services with buyers outside the e-commerce platform in accordance with the quality and duration committed in the transaction contract between the two parties. At the same time, save valid documents such as invoices, delivery notes, bills of lading of carriers... for comparison in case of needed.

**Article 3: Rights and responsibilities of Party B**

3.1 In case Party A violates the commitments in Article 2 of this cooperation agreement, Party B has the right to terminate this cooperation agreement without prior notice or/and handle such violations in the form of: Restrict some functions, freeze an amount of money, block account access, stop providing services or report to the police... depending on the extent until such violations are rectified. restore and terminate.

3.2 In all cases where Party B decides that Party A violates or shows signs of violating Supplier's policies and regulations, Party B has the right to unilaterally terminate cooperation and not refund costs (if any).

**Article 4: General terms**

Complaint handling support:

Complaints occur when there is a dispute between the buyer and Party A, then Party B acts as an intermediary to coordinate the settlement of complaints:

a) Party A is obliged to provide all documents and evidence to serve the complaint settlement and cooperate and coordinate in accordance with Party B's complaint handling process.

b) If the error occurs is determined to be Party A's mistake, Party A is obliged to exchange, return, or send additional new goods at the request of the buyer. All costs incurred in the above process must be paid by Party A.

c) All processes of Party B are carried out on the basis that Party B acts as a mediator between Party A and the buyer. Party A is obliged to implement the judgment given by Party B if the mediation fails. In case Party A does not agree to enforce Party B's judgment, Party B has the right to remove Party A's account temporarily or permanently depending on the severity and density of the violation.

**Article 5: Force majeure**

5.1 All situations and events beyond our control including: War, riots, riots, acts of vandalism, strikes, strikes, statutes or regulations Government regulations change, fire, explosion or other unavoidable accidents, floods, storms, earthquakes, or other unusual natural phenomena and directly affect the performance of all or part of the obligations of this partnership agreement.

5.2 The two parties do not bear any responsibility if an incident causes unintended consequences in the cases specified in Clause 5.1.

**Article 6: Adjustment of cooperation agreement**

Party B retains all rights to modify the content of these Terms and Conditions of service use. Any changes will be updated in detail at nextpro.io. In case Party A does not agree with any changes made by Party B, Party A has the right to request termination of cooperation with the e-commerce platform.