**COOPERATION AGREEMENT TO PROVIDE TRANSACTION SERVICES ON E-COMMERCE PLATFORM OF NEXTPRO.IO**

No.: ... /NEXTPRO

HCM city, dated {{ day }}/{{ month }}/{{ year }}

***Service user (Party A)*:** **{{ company\_name }}**

Address: {{ company\_address }}

Tax code: {{ company\_tax\_number }}

Phone: {{ company\_phone\_number }}

Representative: **{{ contact\_person\_name }}**

Position: {{ contact\_person\_position }}

***Service provider (Party B)*: NEXTPRO INTERNATIONAL PROCUREMENT SERVICES COMPANY LTD.,**

Address: 4th floor, 57 Le Thi Hong Gam, Nguyen Thai Binh ward, District 1, HCM city

Tax code: 0316185082

Phone: +84 903343258

Bank account (VNĐ): 1013255374

Bank name: Vietcombank – Tan Dinh branch, district 1, HCM city

Representative: **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 business information and Party A's products and services on the nextpro.io e-commerce platform (including website and app) through registration to open a supplier account free of charge.

2. Party A is entitled to participate in sending quotations according to the Buyer's request for quotation on the nextpro.io e-commerce platform in accordance with the business line of the enterprise that Party A has registered.

3. Depending on the subscription service package of Party A, Party A will be able to post at least 6 feature products and services on the nextpro.io e-commerce platform and enjoy other features on the platform. When the buyer clicks on this product/service information, the system will lead to Party A's landing page on nextpro.io e-commerce platform. Any form of purchase and sale between Party A and Buyer (if any) will be completely unrelated to nextpro.io e-commerce platform.

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

5. Party A is entitled to attend online bidding events organized by Buyer and Buyer invites Party A to participate in such 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 Agreement will be shown in the Terms and conditions of service use 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: is a person looking for products/services to buy from suppliers on the nextpro.io e-commerce platform used by Party A under the conditions stated in this agreement.

1.2 Supplier: Is a person providing products/services selected by the Buyer at his discretion and responsible for the products/services posted by the Buyer on the nextpro.io e-commerce platform and used by the Buyer. services under the conditions set forth in this agreement

1.3 Purchase Order/ Contract: is an agreement signed outside the nextpro.io e-commerce platform between Buyer and Party A. The nextpro.io e-commerce platform provides samples of types such as: Purchase Orders/Contracts/Purchase Order Confirmation / General terms and conditions of purchase … for both Buyer and Party A to use at their discretion.

1.4 Evaluation of transaction completion: When the Buyer receives the product/service of Party A and evaluates his satisfaction with that product/service right on the nextpro.io e-commerce platform.

1.5 Account Locking: The Supplier's account is put into control when the transactions are suspected of having signs of illegality, which are fake or risky.

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

1.7 Payment: The payment between Buyer and Party A is made outside the nextpro.io e-commerce platform. The payment conditions will be agreed and monitored by both 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 requested by the Buyer on the e-commerce platform of Party B must be the goods that are allowed to be traded and complied with the regulations of current Vietnamese law (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 correct price sent to the Buyer, the price includes taxes as prescribed by law.

2.2 Financial commitment: Party A commits to:

a) Do not require Buyer to provide personal financial information such as bank account, credit card number, NextPro account login password...

b) Provide the Buyer with clear and reasonable claim/return and warranty policies, provide Party B with the content of those policies when requested 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 again by logging in to the Supplier account on NextPro:

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 purchase order/contract between the two parties. At the same time, save valid documents such as purchase invoices, delivery notes, bills of lading of carriers... for comparison in case of need.

**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 file with the police... depending on the extent until such violations are rectified and terminated.

3.2 In any event that 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:

Complaint occurs when there is a dispute between Buyer and Party A, then Party B acts as an intermediary to coordinate complaint settlement:

a) Party A is obliged to provide all documents and evidences to serve the complaint settlement and coordinate in accordance with the complaint handling process of Party B.

b) If the error that occurs is determined to be the fault of Party A, 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 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: wars, 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 nextpro.io e-commerce platform.