**Co-operation Agreement**

# 戰略合作協定

**This Strategic Co-operational Agreement (the “Agreement”) is made and effective the XXXX, 20XX**

**本戰略合作框架協定（以下簡稱“協定”）於20XX年XX月XX日簽訂並生效 BETWEEN: JYUWEI TECHNOLOGY HOLDING PTE. (the “Party A”), a corporation organized and existing under the laws of Singapore, with its head CHIANG TUNG LIN AND: XXXX (the “Party B”), a corporation organized and existing under the laws of Canada, with its head XXXXX 簽訂協定的一方：聚為科技控股公司（以下簡稱“甲方”），一家依據新加坡法律組建並續存的公司，負責人為江東霖**

 **另一方：XXXXXXX公司（以下簡稱“乙方”），一家依據XX法律組建並續存的公司，負責人為XXX In view of the mutual agreements and commitments regarding the OneNet Wood project to be cooperated in this agreement, the parties agree as follows: 鑒於本協議所合作之萬年木項目相互約定和承諾，訂約雙方協議如下：1. RECUTALS a. Both parties intend to jointly create a new company in Canada to pursue**

**OneNet Wood 's common business goals. b. Both parties have considered various forms of cooperation regarding their**

**OneNet Wood invention patent for their business. c. Both parties desire to reach a partnership agreement on the investment and establishment of a factory in OneNet Wood as their best business form.一． 事實陳述 a. 合作雙方欲合資XX新公司來追求萬年木共同所需的商業目標。 b. 合作雙方已經就其萬年木發明專利考慮了各種形式的合作方式。 c. 合作雙方欲就萬年木投資設廠方式達成合夥協定作為其最佳商業形式。2. RESPONSIBILITIES &amp; RELIABILITIES Party A - Based on the technical immigration business entry standards, investment**

**environment and tax policies provided by Party B, Party A provides the**

**OneNet Wood invention patent (a patent authorization fee of US$600,000)**

**to Party B’s technical immigration clients to apply for invention patents**

**in Canada.**

 **- Provide all the documents required by a new Canadian company to carry**

 **out the OneNet Wood Whole Plant Export Project (the project is US$28**

 **million).**

 **- Ensure the authenticity and legality of all documents of the new Canadian**

 **company.**

**- Assist Party B to promote and publicize business related to the OneNet**

 **Wood Whole Plant Export Project in Canada. Party B - Party B will be responsible for all development and management funds**

 **for skilled immigrant customers to apply for Canadian invention patents**

 **and OneNet Wood authorization funds. - Party B needs to provide a series of necessary promotional materials to**

 **carry out the OneNet Wood whole plant export project business in**

 **Canada, including local tax policies, investment environment analysis,**

 **official promotional materials for new Canadian companies, etc.二． 責任與義務 甲方 - 甲方根據乙方所提供的技術移民業務進入標準、投資環境以及稅收政策，提**

**供萬年木發明專利(1個專利授權金60萬美金)給乙方技術移民客戶到加拿**

**大申請發明專利使用。 - 提供XX新公司在進行萬年木整廠輸出項目(項目為2800萬美金)業務所**

**需的所有文件。 - 確保XX新公司所有文件的真實性、合法性。 - 協助乙方在XX展開萬年木整廠輸出項目相關業務的推廣及宣傳。 乙方 - 乙方將負責技術移民客戶申請XX發明專利及萬年木授權金的所有開展**

**及管理的資金。**

 **- 乙方在XX開展萬年木整廠輸出項目業務的需要，提供一系列必要的宣傳**

 **類資料，包含當地的稅收政策、投資環境分析、XX新公司的官方宣傳**

 **材料等。**

**3. COMMUNICATION STRUCTURE For a better future business development, Party A and Party B shall establish a regular meeting schedule for the business assessment, business flow and information exchange.三． 業務溝通交流機制 為了將來更佳的業務拓展，甲、乙雙方須定時展開會議，進行業務發展的評估、流程及資訊交流。4. CONVENANT AGAINST REVEALING TRADE SECRETS No party shall, during the continuance of the co-operation relationship or for 5 years after its termination by any means, divulge to any person not a member of both firms any trade secret or special information employed in or conductive to the co-operation business and which may come to the both party’s knowledge in the course of the co-operation relationship, without the consent in writing of the other party, or of the other party’s heirs, administrators, or assigns.四． 保守商業秘密的承諾 甲、乙雙方展開合作業務的存續期間或無論以何種方式終止合作業務後5年內，如果沒有其他合夥人或其繼承人、管理者或受讓人的書面同意，任何合夥人不得向非公司成員洩漏任何商業秘密或有官合作業務採用或有助於合作業務的資訊，在合作業務的運營過程中，該資訊可能會成為合作雙方的專有知識。5. DURATION OF AGREEMENT**

 **The term of this agreement shall be for 5 years, commencing on Jun 13, 2024, and terminating on Jun 12, 2029, unless sooner terminated by mutual consent of the parties or by operation of the provisions of this agreement.五． 協議期限 本協議期限為5年，從2024年6月13日開始到2029年6月12日]結束，除非甲、乙雙方同意或本協議條款規定可終止該協議。6. GOVERNING LAW The enforcement and interpretation of this agreement shall be governed by the laws of Singapore.六． 法律適用 本協議的實施和解釋適用於新加坡法律。7. RESOLUTION OF DISPUTES Any dispute arising out if or in connection with this Agreement, shall be governed and construed by the laws of Singapore in SINGAPORE INTERNATIONAL ECONOMIC AND TRADE ARBITRATION COMMISSION, and shall be referred to and finally resolved by Singapore District Court.七． 爭議的解決方案及管轄 所有因履行本協議引起的，與之相關的或不能夠通過協商解決的爭議及糾紛，任何一方均可將爭議提交新加坡國際經濟貿易仲裁委員會，並且依照新加坡規定，在新加坡通過仲裁的方式進行解決。8. PREVAIL OF LANGUAGE VERSION Any contradiction between Chinese and English version, Chinese version shall prevail.八． 中文及英文版本間的效力 所有因中、英文版本引起的矛盾及爭議，以中文版本為准。9. OTHER PROVISION Both parties will be based on actual needs of the business co-operation to sign the specific business contracts and execute accordingly. If there are inconsistencies between the contract and this agreement, the contract shall prevail.九． 其他事項 甲乙雙方將根據實際需要在實際業務合作時簽訂具體業務合同，並按合同約定執行。如具體業務合同存在與本協議不一致之處，以具體業務合同約定為准。 Party A Party B 甲方代表 乙方代表**

 **Authorized Signature Authorized Signature 授權代表簽署 授權代表簽署 日期： 日期： Date: Date:**