



CN1699 Global Agent Cooperation Agreement

Party A: CN1699 owned Hong Kong Chen Yang Trading Co., Ltd. (CN1699 Medical Social Media Marketing Platform)

Party B:

The two parties agreed to jointly promote the market competitiveness of CN1699 website in _____ medical media and advertising and trade.

The following cooperation agreements were negotiated and promised to abide by the terms of the agreement.

First, the cooperation period after consultation between the two parties.

The cooperation period is _____ years, that is, from _____ year _____ month _____ day to _____ year _____ month _____ day. Either party has the right to file a renewal notice with the other party within one month prior to the expiration of this agreement, otherwise the agreement will be automatically renewed upon expiration. If one party breaches the contract, the other party has the right to terminate the contract.

Second, The Way of Cooperation.

1. The two parties cooperate to an independent legal person or a natural person to confirm their own powers and responsibilities. Party B takes CN1699 as a product service agent:
 - a. Member and advertising business of CN1699 online medical enterprise in the country where the development is located,
 - b. Development of online and offline trading business of medical products in the authorized area within the CN1699 platform. Promote Party A's products and services in authorized areas

Third, The Obligations and Rights of Both Parties.

Party A's obligations

1. Party A will continue to enhance the technical support of the CN1699 platform, expand its global influence, and support Party B to start its work.
2. Party A will continue to promote and promote Internet marketing in the area where Party B is located.
3. Party A can provide opportunities for Party B to participate in the conference of the world-renowned medical conference platform in the region free of charge, and give independent speech opportunities.
4. Party A will give Party B the opportunity to participate in medical exhibitions, media releases and magazine promotion opportunities.

5. Party A can provide data of its own intellectual property rights to support Party B's work.
6. Party A must pay Party B's sales profit on time according to the agreement.

Party A's rights

1. Party A has the right to authorize multiple agents in the authorized area of Party B.
2. Party A has the right to request Party B to provide reports on the progress of work in the region.
3. Party A has the right to request Party B to cooperate with other regional agents who are beneficial to Party B.

Party B's obligations

1. Party B must have more than 10 hours per week for product and service promotion
2. Party B shall not engage in fraud or other acts affecting the brand of Party A in the name of CN1699, and the legal consequences arising therefrom shall be the responsibility of Party B.
3. Party B shall not publish news without intellectual property rights authorization or unverified, and guarantee the professional conduct of journalists
4. Party B must report to Party A every half month by email on the 18th of the current month and the 3rd of the next month. (Including the confirmation of the performance ownership of Party B's customers in advance, it is necessary to report the dispute in advance to avoid disputes.)

Party B's Rights

1. Party B has the identity of the news staff of Party A's platform. It can write news reports for medical enterprises and personnel in the region, publish it free of charge on the platform and distribute it to CN Global Medical Media Alliance;
2. After Party B's recognition of the industry's popularity is improved, the company will assist the client to write the news, and the commissions given by the client to Party B will be owned by Party B;
3. Party B has the right to represent the products of medical enterprises in the region, and sell them at cn1699.com electronic mall after Party A confirms the record;
4. The best agent in the authorized area of Party B has the right to buy out the exclusive agent CN1699 in the region.

Fourth, Profit Distribution

1. Base on all online and offline medical products/trading business assisted by Party A, because it involves different regions, and requires different authorized agents of Party B to communicate and assist each other's responsible buyers or sellers. All efforts will be made by all side to accomplish this. Party A should distribute profits in a fair and equitable manner.

The distribution of benefits between Party A and Party B

Party A: should distribute profits in a fair and equitable manner.

Party B: the profit generated in addition to the cost, assuming that only one Party B's participation is required.

Party A and Party B each allocate 50%. If the three parties participate, the three parties each have 33% and so on (25%, 20%...etc.). The profit of the completed order will be settled before the 15th of each month, and the payment will be made to the designated bank PAYPAL or bank account of Party B.

2. The products sold by Party B directly on Party A's CN1699 e-shop platform refer to the gross profit generated after Party A's inspection of the brand and product authorization contract issued by Party B's production company. Both Party A and Party B each receive 50% of the net profit, and settle the profit of the order completed in the previous month before the 15th of each month;
3. Member and advertising revenue developed by Party B's account will be 50%. Each side (Party A and Party B) earns 50% of its net profit. The previous month's income will be paid to Party B's designated PAYPAL account or bank before the 15th of next month.

Fifth, Agreement Takes Effect and Termination.

1. **The Agreement Takes Effect:** this agreement will become effective after being signed by both parties.

2. **Suspension of the Agreement:**

This Agreement may be suspended by either party in the event of any of the following circumstances (*the agreement will be terminated automatically once the negotiation/contract fails to deliver its desired outcome*).

- 1) Any party has a violation of the laws and regulations of both countries.
- 2) If either party fails to perform its obligations in accordance with the agreement, the other party has the right to suspend this agreement.
- 3) Any party has the right to terminate the agreement by harming the interests of both parties and harming the rights of the other party and related users.

Sixth, Dispute Handling

1. In the event of a dispute between the parties to this Agreement, it shall be settled through negotiation between the parties.
2. The unsuccessful negotiations were finally decided by the Hong Kong Arbitration.