

REFERRAL AGREEMENT

转介推荐协议

THIS AGREEMENT is dated _____, 20____

本协议日期为_____,20 ____

BETWEEN:

甲方

(hereunder referred to as the “Agent”)

(以下简称“代理方”)

AND

乙方

VANGEAD INTERMEDIARY CO. LTD. having its registered office at _____

(hereunder referred to as the “Company”)

(以下简称“公司”)

(collectively the “Parties”)

(统称“双方”)

WHEREAS the Agent and the Company intend to implement certain referral agreements, whereby the Agent refers clients (the “Clients”) to the Company for the purpose of using the services of the Company, as set out below.

鉴于代理方和公司拟实施若干转介协议，根据该协议，代理方将客户(“客户”)转介至本公司，以使用本公司的服务，如下所述。

AND WHEREAS the Company provides the money transfer services between China and Canada (the “Services”).

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

鉴于本公司提供中国与加拿大之间的转账服务(以下简称“服务”)。

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基于上述事实，双方确认在此收讫并确认充分的其他良好且有价值的对价，双方同意就下列事项达成一致：

Responsibilities of Parties

1. The Agent shall be responsible for obtaining and completing all required information in respect of the Services to be provided by the Company.
2. The Agent shall not provide any advice to the Clients concerning the Services.
3. The Agent shall not communicate with the Company on behalf of the Clients; the Clients must communicate directly with the Company.
4. The Agent and the Company represent and warrant that they hold all necessary registrations, including legally required licenses, to permit performance of the Services for the Clients.

甲乙双方的责任

1. 代理方应负责获取和填写公司提供的服务所需的所有信息。
2. 代理方不得就服务内容向客户提供任何意见。
3. 代理方不得代表客户与公司沟通;客户必须直接与公司沟通。
4. 代理方和公司声明并保证他们持有所有必要的注册，包括法律要求的许可证，以允许为客户履行服务。

Remuneration for Referral

5. In return for providing a referral of a client, the following compensation scheme shall apply to the Agent. The Agent shall receive 0.01% of the funds transferred by the Company in performing the Service for the referred client indefinitely. For example, if the Agent refers a client and the client transfers funds using the Company in the amount of one (1) million dollars, 0.01%, which is hundred (100) dollars, shall be given to the Agent. The compensation in 0.01% of the funds shall be given to the Agent for all transactions by the referred client and continue indefinitely.

推荐报酬

5. 作为提供客户推荐的回报，以下补偿方案适用于代理方。代理方将无限期地收到公司为推荐客户执行服务所转移的资金的 0.01%。例如，如果代理方推荐一位客户，客户使用公司转帐资金，金额为 1(1)百万美元，公司则向代理方给予 0.01%，即 100(100)美元。按 0.01% 的资金补偿由被推荐客户的所有交易提供给代理方，并无限期地继续下去。

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Confidentiality of Agreement

6. All information, materials and technology (“information”) provided by one party to the other party is strictly confidential to the disclosing party and is to be treated as confidential by the receiving party. Information may not be disclosed, in whole or in part, to any third party except as explicitly authorized hereunder. The Company and the Agent shall be permitted to disclose such information to their accountants, legal, and financial associates and employees, or to appropriate regulatory bodies as necessary for the performance of their respective duties, provided that said persons agree to treat the information as confidential in the above described manner and as required by law or by any government regulatory authority.

保密协议

6. 一方向另一方提供的所有信息、材料和技术(“信息”)均对披露方严格保密,接收方应将其视为机密。除本协议项下明确授权外,否则不得将信息全部或部分披露给任何第三方。公司和代理方应当允许他们的会计、法律、财务人员以及员工或相关监管机构披露此类信息,以履行其各自的职能,前提是上述人员同意将其信息视为机密信息,并且是由法律或相关政府监管部门所规定的。

Liability

7. The Company shall be absolved of any liability incurred by the acts or omissions of the Agent.

责任

7. 因代理方的作为或不作为而产生的任何责任,本公司应予免除。

Indemnification

8. The Agent shall indemnify the Company from and against any and all losses, liabilities, claims, demands, actions, damages, costs and expenses (including legal expenses on a solicitor/client basis) incurred, directly or indirectly, as a result of:

- a. any breach by the Agent of any of their obligations under this Agreement;
- b. any improper, fraudulent, dishonest or negligent act, omission or intentional error of the Agent;
- c. any misrepresentation made by the Agent; or
- d. any breach made by the Agent of any of the representations contained herein.

赔偿

8. 代理方应赔偿公司因直接或间接原因导致下列遭受的任何和所有损失、责任、索赔、要求、诉讼、损害赔偿、成本和费用(包括律师/客户的法律费用):

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- a. 代理方违反其在本协议项下的任何义务;
- b. 代理方的任何不当、欺诈、不诚实或疏忽的行为、不作为或故意犯错;
- c. 代理方作虚假陈述的;或
- d. 代理方违反本协议所载任何陈述。

Non-Solicitation

9. Ongoing communication between the Agent and Clients is permitted, unless expressly prohibited in writing.

竞业禁止

9. 除非明文禁止，否则允许代理和客户之间进行持续的沟通。

Entire Agreement

10. This Agreement, including all schedules, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior negotiations or agreements. The headings used in this agreement are for convenience only and are not to be construed as defining, limiting or describing the scope or intent of this Agreement.

完整协议

10. 本协议，包括所有时间安排，构成双方关于本协议主题的完整协议，并取代任何先前的协商或协议。本协议中使用的标题仅为方便起见，不应被解释为定义、限制或描述本协议的范围或意图。

Representation and Warranties

11. The Agent represents and warrants to the Company that it has the right to enter into this Agreement, that it is not subject to any agreements or other restrictions which would prohibit the Agent from performing its obligations under this Agreement and that it has all necessary licenses, consents and registrations to operate its business.
12. The Company represents and warrants to the Agent that it has the right to enter into this Agreement, that it is not subject to any agreements or other restrictions which would prohibit the Company from performing its obligations under this Agreement and that it has all necessary licenses, consents and registrations to operate its business.

声明和保证

11. 代理方向公司声明并保证其有权签订本协议，不受任何协议或其他限制的约束，这些协议或其他限制将禁止代理方履行本协议项下的义务并且具有所有必要的义务经营业务的许可证，同意书和经营其业务的注册登记。
12. 本公司向代理方声明并保证其有权签订本协议，不受任何协议或其他限制的约束，这些协议或其他限制将禁止公司履行本协议项下的义务并且具有所有必要的义务经营业务的许可，同意书和经营其业务的注册登记。

Miscellaneous

13. This Agreement cannot be amended except in writing duly executed by both parties.
14. The failure of either party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.
15. If any provision of this agreement is held to be invalid, illegal, or unenforceable, that provision will be severed to the extent of its invalidity, illegality, or unenforceability, and all other provisions will continue in full force and effect to the extent permitted by law.
16. In case of discrepancy between English and Chinese version of the Agreement, the English version of the Agreement must prevail.
17. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
18. The Agent is liable for all costs, expenses, and expenditures including, and without limitation, the complete legal costs incurred by the Company in enforcing this Agreement as a result of any default of this Agreement by the Agent.

其他事项

13. 除非经双方正式签署，否则不得修改本协议。
14. 任何一方未能行使本协议项下的任何权利，不应视为该权利或任何其他权利的放弃。
15. 如果本协议的任何条款被认定为无效、非法或不可执行，该条款将在其无效、非法或不可执行的程度上被视为无效，而所有其他条款将在法律允许的范围内继续完全有效。
16. 如本协议中、英文版本不一致，以英文版本为准。
17. 本协议可签署多份副本，每份副本均可视作原件，并且共同构成同一份文件。双方可通过传真交换签字页，传真签字页的签字就本协议所包含的全部条款对双方具有约束力。

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18. 代理方应对所有成本、费用和支出负责，包括但不限于，由于代理方违约本协议，导致本公司在执行本协议时产生的全部法律费用。

Governing Law

19. This Agreement shall be governed by, and subject to the laws of the Province of British Columbia (excluding any conflict of laws, rule or principle which might refer to such construction to the laws of another jurisdiction) and shall be deemed for all purposes to be made and fully performed in the British Columbia.

适用法律

19. 本协议受不列颠哥伦比亚省法律的管辖（不包括任何可能涉及于另一管辖区法律的法律、法规或原则的冲突），并应视为所有用途是在不列颠哥伦比亚省制定和完成的。

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first mentioned above.

兹证明，本协议双方自上述日期起执行本协议。

Witness Signature 见证人签字

Name 名字

Date 日期

Authorized agent of 授权代理方
VANGEAD INTERMEDIARY CO. LTD.

Witness Signature 见证人签字

Name 名字

Date 日期

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