

LUNN CLOUD CO LTD

The company Has Passed ISO, CE, CARB, FSC and Other International Certifications

Partnership Agreement

This Partnership Agreement (the "Agreement") is made and entered into on the 29th day of May, 2023 29th day of May, 2023 by and between:

Lunn Co, a company incorporated under the laws of China, with its principal place of business at 2nd-5th

Floor, T10 Smart City, No.28 Jinhua 1st Road, Chancheng District, Foshan, Guangdong, China (referred to as the "Company"),

AND

_____, an individual residing at _____ (referred to as the "Partner").

Collectively referred to as the "_____."

WHEREAS, the Company is engaged in the business of manufacturing and distributing wall panels; and

WHEREAS, the Partner desires to enter into a partnership with the Company to distribute wall panels across their country on behalf of the Company;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties

agree as follows:

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1. PARTNERSHIP PURPOSE

1.1 Distribution Rights: The Company grants the Partner the non-exclusive right to distribute the

Company's wall panels within the territory of _____.

PARTNERSHIP AGREEMENT

1.2 **Partnership Fee:** The Partner shall pay a partnership fee of 180 dollars (USD) upon signing this Agreement. The Partnership Fee shall be refunded to the Partner if the Agreement fails to materialize within 3 months of signing the Agreement.

1.3 **Obligations:** The Partner shall use its best efforts to promote, market, and sell the Company's wall panels within the Territory. The Partner shall conduct its business in accordance with all applicable laws, regulations, and industry standards.

TERM

2.1 Duration: This Agreement shall commence on the Effective Date and continue for a period of _____ years, unless terminated earlier as provided herein.

2.2 **Termination:** Either Party may terminate this Agreement by providing written notice to the other Party at least 30 days prior to the intended termination date

3. RIGHTS AND OBLIGATIONS

3.1 Partner's Rights: The Partner shall have the right to use the Company's trademarks, logos, and marketing materials solely for the purpose of promoting and distributing the Company's wall panels within the Territory

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3.2 Company's Obligations:

The Company shall provide the Partner with a sufficient quantity of wall panels to meet the demand within the Territory. The Company shall also provide reasonable technical support and training to the Partner.

3.3 Bulk Product Delivery:

Upon signing this Agreement and completion of the agreement process, the Company agrees to send bulk products to the partner/distributor's country within 14 days. The partner/distributor shall provide the necessary information and assistance required for customs clearance and delivery.

4. COMPENSATION.

4.1 Commission: The Partner shall receive a commission of 18% of the net sales revenue generated from the Partner's distribution activities within the Territory. The net sales revenue shall be calculated after deducting any applicable taxes, shipping costs, and returns.

4.2 Payment Terms:

The Company shall thereafter allow the distributor to sell the wall panels and company products at there on terms not exceeding market value of the products. Therefore, the distributor will have direct margins profits from each sell they made.

5. CONFIDENTIALITY

5.1 Non-Disclosure: Both Parties agree to keep confidential any proprietary or confidential information

received from the other Party during the term of this Agreement. This obligation shall survive the termination of this Agreement.

6. INTELLECTUAL PROPERTY

6.1 Ownership: All intellectual property rights, including copyrights, trademarks

, patents, or trade secrets, related to the wall panels shall remain the exclusive property of the Company.

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7. GOVERNING LAW AND DISPUTE RESOLUTION

7.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of China.

7.2 Dispute Resolution

: Any dispute arising out of or in connection with this Agreement shall be resolved amicably through good-faith negotiations between the Parties. If the Parties fail to reach a resolution within 15 days, either Party may initiate legal proceedings in the appropriate jurisdiction.

8. ENTIRE AGREEMENT

8.1 Entire Agreement: This Agreement constitutes the entire understanding and agreement between the

Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Partnership Agreement as of the Effective

Company Name _____

Partner's Name _____

By: Authorized Signatory _____