

JOINT PARTICIPATION AGREEMENT
“████████ Private Placement”

THIS JOINT PARTICIPATION AGREEMENT (“Agreement”) is made and entered into as of the XXth day of November 2020 by and between XXXX, Identification Number: XXX (identified herein as “Investor”); and ██████████ a corporation organized under the laws of the British Virgin Islands and with designated registered number ██████████ (hereinafter, the “Company”).

Transaction Code: XXX

RECITALS:

- A. Investor, has immediately transfer USD XXX in immediately available of free, clear and unencumbered funds (the “**Funds**”) pursuant to the terms and conditions of this Agreement.
- B. To facilitate the Permitted Investment proposed by Company, Company agrees to make arrangement for the Funds on Purchase of ██████████ Shares at an designated price of US\$358 for an initial period till 8th March 2021, subject to the conditions and pursuant to the terms of this Agreement.
- C. The Permitted Investment proposed by Company shall provide a profit return based on the share price during 8th March 2021 with a minimum buy back price of US\$394 and additional profit return beyond US\$394 will be based on the Final Closing Share price during 8th March 2021.
- D. The profit returns will be transferred to Investor’s designated account within 3 working days. Any changes in account must be informed prior to 8th March 2021 by email or any written notice. The designated account as below:

Bank Name :
Bank Address :
Bank Swift Code :
Beneficiary Account Name :
Beneficiary Account No. :

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the adequacy and legal sufficiency of which are hereby acknowledged and intending to be legally bound hereby, the parties agree as follows:

defined Terms. Except as otherwise expressly provided in this Agreement, the following terms shall have the respective meanings ascribed to them for purposes of this Agreement:

“Account” means the account established at the Bank in which the Funds to be deposited for Private Placement Trades.

“Accredited Investor” means a Person that meets certain criteria defined in the Securities Act of 1933, as amended and U.S. federal securities law Rule 501 of Regulation D.

“Affiliate” or **“Affiliated”** means, with respect to any specified Person, a Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such specified Person.

“Bank” means Designated Bank of the Company.

“Confidential Information” means any information that a party designates as confidential or which the receiving party knows or has reason to know is confidential. Without limiting the foregoing, Confidential Information includes financial, business and technical plans and strategies, client or customer lists and information, inventions, new products, services or technology. Confidential Information does not include information which is: (a) already known by the receiving party at time of disclosure; (b) or becomes, through no act or fault of the receiving party, publicly known; (c) received by the receiving party from a third party without a restriction on disclosure or use; or (d) independently developed by the receiving party without reference to the disclosing party’s Confidential Information.

“Default” has the meaning set forth in Section 7.1.

“Deposit Period” means initially a period of thirty (30) calendar days following the delivery of the Company Deliveries, provided that upon payment of the Initiation Fee by Investor and the payment of the Participation Fees by Investor as each may become due, the Deposit Period shall mean a period of up to three hundred sixty five (365) calendar days following the delivery of the Company Deliveries.

“Governmental Body” means any legislature, agency, bureau, branch, department, division, commission, court, tribunal, magistrate, justice, multi-national organization, quasi-governmental body or other similar recognized organization or body of any federal, state, county, municipal, local or foreign government or other similar recognized organization or body exercising similar powers or authority.

“Initiation Fee” has the meaning set forth in Section 2.2.

“Material Adverse Effect” means a change (or effect) in the condition (financial or otherwise), properties, assets, liabilities, rights, obligations, operations, business or prospects which, individually or in the aggregate, could reasonably be expected to be materially adverse to such condition, properties, assets, liabilities, rights, obligations, operations, business or prospects of Investor.

“Participation Fee” has the meaning set forth in Section 3.1.

“Permitted Investment” has the meaning set forth in Section 3.

“Person” means any individual, partnership, limited liability company, corporation, association, joint stock company, trust, entity, joint venture, labor organization, unincorporated organization, Governmental Body or other entity.

“Returns” means any distributions, profits, earnings or other payments (other than return of capital) received by Company or Investor with respect to the Funds as a result of a Permitted Investment; provided, however, that Returns shall not include interest accruing on any funds in the Account not resulting directly from a Permitted Investment.

“Transaction Documents” has the meaning set forth in Section 5.3.

2. Deposit of Funds; Verification of Deposit.

2.1 Deposit of Initiation Fee. As soon as reasonably practicable following execution and delivery of this Agreement, Investor shall deliver to Company the sum of USD 50,000 (**“Initiation Fee”**) by wire transfer of immediately available funds in accordance with the terms and conditions of this Agreement. All payments made to Company pursuant to this Agreement shall be from Investor, and not third party funds.

2.2 Deliveries by Company. As soon as reasonably practicable following the execution and delivery of this Agreement and the payment of the Initiation Fee by Investor, Company will make arrangement that the Funds are on deposit in the Account for purpose of Financial Investment in Stocks, Options and/or Private Placement Trades.

3.1 The Returns shall be wire transfer to Investor’s personal account upon his instructions which must be provided.

4. Representations and Warranties of Investor. Investor hereby represents and warrants to Company that:

4.1 Authorization; No Conflict; No Violation. Investor execution and delivery of this Agreement and performance of its obligations hereunder, have been duly authorized by all requisite personal action and will not (a) result in a violation of any applicable law, rule or regulation, or any order, injunction, judgment or decree of any Governmental Body, (b) conflict with, result in a breach of, or constitute (or, with due notice or lapse of time or both, would constitute) a default under, or give rise to any right of termination, acceleration or cancellation under, any indenture, agreement, contract, license, arrangement, evidence of indebtedness, note, lease or other instrument to which Investor or any of its properties or assets is bound, or (c) require any consent, approval, notification, waiver or other similar action from any third party. No provision of this Agreement violates, conflicts with, results in a breach of or constitutes (or, with due notice or lapse of time or both, would constitute) a default by any other party under any indenture, agreement, contract, license, arrangement, evidence of indebtedness, note, lease or other instrument to which Investor is a party.

Validity. This Agreement, and any documents, certificates or other instruments to be and delivered by Investor in connection herewith (collectively, the **“Transaction Documents”**) have been (or will be) duly executed and delivered by Investor and constitute (or will constitute) the legal, valid and binding obligation of Investor, enforceable against it in accordance

with their respective terms, except: (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

4.3 Regulatory Approvals. All consents, approvals, authorizations and other requirements prescribed by any law, rule or regulation which must be obtained or satisfied by Investor and that are necessary for the execution, delivery and performance by Investor of this Agreement and the other Transaction Documents, and that are necessary for the consummation of the transactions contemplated hereby, have been obtained and satisfied.

4.4 No Litigation. There are no actions, suits, investigations or proceedings (judicial, administrative or otherwise) pending or, to the best knowledge of Investor, threatened against Investor, or any property of Investor, in any court or before any Governmental Body.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed as of the date first above written.

By: _____

██████████
██████████
████████████████████

By: _____

XXX
ID Number: XXX

