**Technical Support Fee Agreement**

This Technical Support Fee Agreement (“**Agreement**”) is made and entered into by and between the following parties:

1. **LEADVISOR GLOBAL LIMITED** (“**Leadvisor Global**”), a company duly incorporated and existing under the laws of the Hong Kong Special Administrative Region of the People’s Republic of China (“**Hong Kong**”), with business registration number of 75272375; and
2. **[Member Name]** (the “**Participating** **Member**”).

The above parties are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**Whereas:**

1. Leadvisor operates the Platform and provides its Members with access to digital infrastructure, knowledge sharing systems, AI tools, training, branding and cross-selling mechanisms, thereby offering technical support to assist Members in developing business opportunities globally.
2. The Participating Member is a Member of the Platform and promotes and sells its professional services and/or products internationally through the Platform and acknowledges the importance of cross-referrals among Members.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

1. **Definitions and Interpretation**
2. Unless otherwise defined herein, the capitalized terms used in this Agreement shall have the meanings given to them in ***Schedule 1: List of Definitions*** as published in the Platform’s Rules Center (available at: https://www.leadvisor.net/zh/platform/rules-center).

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| Business Collaborator | means any individual or entity successfully referred by the Platform or by a Referring Member to a Receiving Member, and that subsequently enters into a commercial arrangement with the Receiving Member, including but not limited to joint ventures, equity investments, or other forms of business collaboration. |
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| Client | means any client successfully referred by the Platform or by a Referring Member to a Receiving Member, and that subsequently purchases products or services from the Receiving Member. |
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| Hong Kong | has the meaning given to it in the preamble of this Agreement. |
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| Net Fees | means:   1. in the case of a Client, all service fees and product sales revenues actually received by the Receiving Member from such Client; and 2. in the case of a Business Collaborator, all forms of financial benefit, including fees, revenue, distributions, dividends, and profit shares, actually received by the Receiving Member from its commercial arrangement with a Business Collaborator.;   provided that, in either case, Net Fees shall exclude any regulatory charges, external legal fees and disbursements actually paid out of the amounts received by the Receiving Member. |
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| Receiving Member | means the Member that receives a referral from the Platform or another Member. |
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| Referring Member | means the Member that makes a referral to another Member. |
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| Successful Referral | has the meaning given to it in Clause 2.3 hereof. |
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| Technical Support Fee | has the meaning given to it in Clause 3.1 hereof. |

1. **Cross-Referral Mechanism**
2. The Platform facilitates business opportunities among Members by means of a cross-referral mechanism, under which:
3. the Platform may introduce potential Clients or Business Collaborators to a Receiving Member; and
4. a Referring Member may refer potential Clients or Business Collaborators to a Receiving Member.
5. Capacity of the Parties
6. The Participating Member acknowledges and agrees that, under this Agreement, the Participating Member may serve in the capacity of either a Referring Member or a Receiving Member, as the context requires. The Member shall comply with all obligations specific to the capacity in which it is acting at any given time.
7. Any reference in this Agreement to any act, omission, referral, introduction or recommendation made by the Platform shall be deemed to refer to such act, omission, referral, introduction or recommendation made by Leadvisor in its capacity as operator of the Platform.
8. Successful Referral

For purposes of determining whether any person or entity constitutes a Client or Business Collaborator of the Receiving Member under Clause 1, such person or entity shall be recognized only if its details were first furnished in writing to the Receiving Member by the Platform or a Referring Member, as applicable, and in such case the introduction of such person or entity shall constitute a “**Successful Referral**”.

If the Receiving Member had engaged in substantive discussions with such person or entity (directly or through a third party) prior to the date on which the details were so furnished, the Receiving Member shall, within three (3) days after receipt of the referral, provide the Platform or the Referring Member (as the case may be) with written notice of such prior discussions together with reasonable supporting documentation. Failure to provide such timely notice and documentation shall result in the relevant person or entity being conclusively deemed to have been a Successful Referral for purposes of this Agreement.

1. The cross-referral mechanism operates on a non-exclusive basis. Nothing in this Agreement shall be construed as creating an agency, partnership, or employment relationship between the Parties, and each Party acts as an independent contractor.
2. **Technical Support Fee**
3. Obligation to Pay

For each Successful Referral under Clause 2, the Receiving Member shall pay the Platform a technical support fee (“Technical Support Fee”) of ten percent (10%) of its received Net Fees. The Technical Support Fee shall be allocated as follows:

(a) Referral by the Platform: The Platform shall retain the entire Technical Support Fee.

(b) Referral by a Referring Member: The Receiving Member shall pay the full Technical Support Fee to the Platform. The Platform shall then remit seventy percent (70%) of this fee (net of any applicable taxes and expenses) to the Referring Member, retaining the remaining thirty percent (30%) for itself.

Notwithstanding the foregoing, upon the Referring Member’s written direction, any amount allocable to it under section (b) may be applied as a credit against its Annual Membership Fee for any membership year. Any portion so credited shall satisfy the Platform's cash payment obligation for that amount.

1. Disclosure Obligations
2. Both the Referring Member and Receiving Member shall promptly notify the Platform in writing of any introduction of a potential Client or Business Collaborator. Following a Successful Referral, both parties shall immediately inform the Platform and provide details, including the name of the Client and the Business Collaborator, service type and nature of collaboration, and a fee estimate.
3. The Receiving Member shall, within five (5) days after the end of each calendar quarter, deliver to the Platform a written statement setting forth all Net Fees actually received by it during such quarter.
4. Invoicing and Settlement
5. The Platform shall issue an invoice to the Receiving Member for the Technical Support Fee payable for the relevant period, calculated based on the disclosures provided under Clause 3.2. The Receiving Member shall pay the invoiced amount within fifteen (15) days of receipt.
6. Following receipt of the Technical Support Fee for a referral made by a Referring Member, the Platform shall, within fifteen (15) days, pay seventy percent (70%) of said fee (net of any applicable taxes and expenses) to the Referring Member. The Platform may require the Referring Member to submit an invoice as a condition for payment.
7. Continuing Entitlement.

For the avoidance of doubt, the entitlements and obligations set forth in this Clause 3 shall survive the termination of this Agreement. With respect to any Client or Business Collaborator referred under Clause 2 prior to such termination, the Receiving Member shall remain obliged to pay to the Platform the Technical Support Fee subsequently received from or arising out of such Client or Business Collaborator, for so long as such Net Fees continue to be received, on the same terms and conditions as set out in this Agreement.

1. **Non-Circumvention**
2. The Receiving Member covenants that it shall not, whether directly or indirectly, by itself or through any affiliate, agent, or other third party, undertake any scheme or course of conduct the purpose or effect of which is to circumvent, avoid, or otherwise reduce the obligation to pay Technical Support Fees to the Platform. Without limiting the foregoing, such prohibited conduct shall include:
3. The use of any third party as an intermediary for any agreement with a Client or Business Collaborator for the purpose of fee avoidance;
4. The diversion of any payment streams due from a Client or Business Collaborator to any person or entity other than the Receiving Member; and
5. The restructuring or recharacterization of the contractual relationship with any Client or Business Collaborator in a manner designed to reduce or eliminate the calculation base for the Technical Support Fee.
6. Any action in breach of Clause 4.1 shall not relieve the Receiving Member of its obligation to pay the Technical Support Fees in full as provided herein, and the Platform shall remain entitled to claim such Technical Support Fees as if no such circumvention had occurred.
7. The Platform shall be entitled, at any time upon seven (7) days’ prior written notice, to request and conduct, at its own cost, a specific audit of the Receiving Member limited to verifying the amounts actually received by the Receiving Member from, or arising out of, any specified Client or Business Collaborator. Such audit may be conducted by an independent representative appointed by the Platform at its expense, and the Receiving Member shall provide such representative with reasonable access to all relevant books and records solely for such verification purpose.
8. **Indemnity and Remedies**
9. In addition and without prejudice to any other right or remedy available to the Parties, each Party (the “**Indemnifying Party**”) shall indemnify, and keep indemnified the other Party (the “**Indemnified Party**”) against all actions, proceedings, liabilities, losses, costs, claims, demands and expenses which the Indemnified Party may suffer or sustain as a result of:
10. any breach by the Indemnifying Party of any provision of this Agreement; or
11. any negligence or willful misconduct by the Indemnifying Party.
12. Without limiting the remedies under Clause 5.1, a breach of Clause 3 or Clause 4 is a material breach. As a consequence, the Participating Member shall:
13. remedy the breach by paying all outstanding Technical Support Fees; and
14. pay to Leadvisor, as a genuine pre-estimate of liquidated damages, a sum equal to 100% of the unpaid or underpaid Technical Support Fees. This amount is payable as a debt without proof of actual loss.
15. Notwithstanding anything to the contrary contained herein, Leadvisor’s aggregate liability to any Member in connection with any Successful Referral shall not exceed the portion of the Technical Support Fee actually retained by the Platform with respect to such referral (excluding any amounts allocable or payable to the Referring Member).
16. Except as otherwise provided in this Agreement: (a) no remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise; and (b) the election of any one or more of such remedies by any Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.
17. **Termination**
18. This Agreement shall remain binding for the Participating Member as part of the membership requirements. Leadvisor reserves the right to terminate the Platform membership of the Participating Member, and terminate this Agreement with immediate effect upon written notice to the Participating Member in the event of any breach of this Agreement by the Participating Member.
19. The termination of this Agreement shall not affect or prejudice any rights, claims or remedies accrued by either Party prior to such termination, including without limitation the right to claim damages and to pursue any liability for breach.
20. The provisions of Clauses 3.4 (Continuing Entitlement), 5 (Indemnity and Remedies), 6 (Termination), 7 (Confidentiality) and 8 (Applicable Laws and Dispute Resolution) shall survive termination of this Agreement.
21. **Confidentiality**

Each Party shall keep confidential and not disclose to any third party, nor use for any purpose other than the performance of this Agreement, any non-public information received from the other Party in connection with this Agreement, except where disclosure is required by law, regulation, or court order.

1. **Applicable Laws and Dispute Resolution**
2. This Agreement shall be construed in accordance with and governed by the laws of Hong Kong.
3. In the event such dispute is not resolved through consultations within sixty (60) days after the date such consultations were first requested in writing by a Party, then any Party may submit the dispute for arbitration administered by the Hong Kong International Arbitration Centre (the “**HKIAC**”) in accordance with the HKIAC Administered Arbitration Rules (the “**HKIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Hong Kong. The tribunal shall consist of three (3) arbitrators to be appointed according to HKIAC Rules. The language of the arbitration shall be English. The arbitral award shall be final and binding upon the Parties.
4. **Non-Exclusivity**

This Agreement shall not be considered as creating any exclusivity of cooperation or support for either Party.

1. **Miscellaneous**
2. This Agreement shall take effect and become binding on the Parties as of September 12, 2025, and shall remain in full force and effect unless and until terminated in accordance with Clause 6 (Termination). For a new Member, by submitting the Member Request and receiving approval by the Platform, the new Member agrees to abide by the terms and conditions set forth in this Agreement.
3. This Agreement constitutes the entire agreement between the Parties and supersedes all prior representations, communications, understandings and agreements, whether written or oral, relating to the subject matter hereof.