

Agreement of Cooperative Partnership

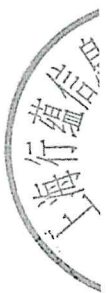
between

PUGLIA REGION

and

Shanghai Xingyun Information Technology Ltd

Bari, June 2020



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WHEREAS, Puglia Region is a public administration under "Regioni, Province Autonome e loro Consorzi e Associazioni" category, IPA codex r_puglia, incorporated under the laws of the Republic of Italy, tax code 80017210727, having its registered office at Lungomare Nazario Sauro, 33 – 70121, Bari.

WHEREAS, Shanghai Xingyun Information Technology Ltd, (hereinafter referred to as "D1M") is a company incorporated under the laws of People's Republic of China having its registered office at Unit 202, Second floor, #11 building, No.1500, Kongjiang Road, Yangpu District, Shanghai, P.R.China, National identification number 91310110324335894M.

CONSIDERING THAT Puglia Region and D1M directly or through their subsidiaries or affiliates (hereinafter referred to as the "Parties", and individually, each a "Party") wish to formalize a basis on which the Parties may explore opportunities for cooperation and collaboration on matters of common interest.

NOW, THEREFORE, the Parties have agreed to enter into this AGREEMENT OF COOPERATIVE PARTNERSHIP (hereinafter referred to as "this Agreement"), as follows:

Article I – Objective

The objective of this Agreement is to formalize a non-exclusive framework of cooperation and to facilitate an active collaboration between the Parties, promoting programs and projects and sharing experiences, within the context of the programs and projects carried out by each Party, with particular reference to the transfer of know how in Chinese social media and ecommerce, and, in particular, help Apulian brands selling through social media channels. This is important to create brand image in the Chinese market and then, sell the products through E-commerce channels. These and any other activities to be agreed between the Parties shall be subject to the respective internal objectives, functions, policies and procedures.

Article II – Areas of Cooperation

The Parties may, in particular, explore the possibility of cooperating, directly or indirectly through third party institutions in the following areas of common interest:

- assisting companies selected by Puglia Region to knowledge Chinese social media and ecommerce as per the requirement of the companies for exploring Chinese markets;
- knowledge sharing on economic, financial and policy conditions and developments in the countries of the Parties;
- organization of delegation visits, round-tables, seminars and workshops between the Parties to foster a closer understanding of the respective business environments, also through staff exchanges.

Article III – Joint Working Group



The Parties will establish a Joint Working Group (JWG) in order to exchange information in the interest of identifying additional areas of cooperation. The JWG is planning to meet as mutually convenient to both Parties to achieve the provision of the above mentioned articles, in respect of which the Parties intend to consult and exchange information for their mutual benefit.

The Parties intend to provide contact information of selected persons responsible for coordination of the activities of the JWG.

For the purpose of facilitating the implementation of the JWG to be established, the channel of communication for the Parties shall be:

For Region Puglia:

Attention: Daniela Cupertino
Email: d.cupertino@arti.puglia.it
Phone: 333 9480663
Address: Via Corigliano n. 1
Z.I. 70123 Bari Italy

For DIM:

Attention: Marco Yang Email:
marco.yang@dln.cn Phone:
3778336058
Address: 3 - 4F, Agile International Plaza, No. 525 Mid Xizang Road, Huangpu District,
Shanghai, P.R.China

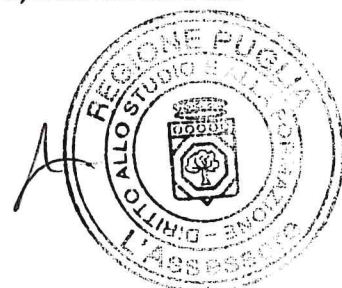
Article IV - Confidentiality Restrictions

The Parties herein agree that the information delivered under this Agreement is subject to the laws, programs and policies of their respective governments and, specifically, to laws regulating banking confidentiality to which each Party may be subject in their respective countries.

Unless otherwise agreed in writing by both Parties and required to be disclosed by law, regulation or governmental or court order, all information received by each Party under this Agreement shall be subject to the treatment of confidentiality by said recipient Party and may not be disclosed without the prior written consent of the disclosing Party, to any third parties.

Article V - Non-binding

In uidei lu avuid any duubls abuul lights ur ubligdliuns related to tfiis Agreement, it is recognized by the Parties that this Agreement is a statement of good faith intent and mutual understanding of the Parties. It is not an international agreement. It does not create legally binding rights or obligations, financial or otherwise, on the Parties or their officers or employees, does not bind the Parties to enter iftto any agreements or projects, nor gives any



preference right for any agreement, project or transaction each Party intends to enter. Without prejudice to the undertakings set forth under Article IV (Confidentiality Restrictions), nothing contained herein shall confer any legal rights or obligations on third parties.

Article VI – Non-exclusivity

Unless expressly agreed otherwise in writing, nothing contained herein shall be deemed to obligate either Party to deal exclusively with the other Party with respect to any project, transaction or matter arising during the term of this Agreement. Each Party recognizes that the cooperation described in this Agreement is not exclusive and that each Party may enter into similar memoranda with other parties.

Article VII – Term and Termination

This Agreement will become effective upon the day and date last signed by the duly authorized representatives of the Parties and will remain in effect until it is terminated in writing by mutual consent or through written communication sent to the other Party no less than 60 (sixty) calendar days in advance.

The termination of this Agreement shall not result in the termination of other contracts (agreements) concluded between the Parties. The termination of this Agreement shall not affect contractual undertakings set forth under Article IV (Confidentiality Restrictions).

Article VIII – Applicable law and jurisdiction

This Agreement shall be governed and interpreted according to the Italian law.

Any controversy that may arise in relation to this Agreement, including those concerning the effectiveness, the interpretation and the performance of the same, shall be under the exclusive jurisdiction of the International Court of Arbitration based in Bari, Italy.

Article IX – Miscellaneous

Any amendments and supplements to this Agreement shall be made in written form and signed by duly authorized representatives of each respective Party and are an integral part of this Agreement.

Any notice, request, report or other communication in respect hereof, including the aforementioned termination request, shall be prepared in the English language and may be delivered:

- (a) by hand or internationally recognized courier service;
- (b) by registered airmail;
- (c) by facsimile, to the other Party, at such Party's address specified below or at such other address as such Party shall have designated by notice to the other Party, provided that any notice shall, if given by facsimile, promptly be confirmed by letter.



IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representative, have signed this Agreement in two (2) original counterparts in the English language, in [Bari, 01/July/ 2020].

Puglia Region

REGIONE PUGLIA
ASSESSORE

Diritto allo Studio, Formazione Professionale e Lavoro
Sebastiano LEO

Shanghai Xingyun Information Technology Ltd

