

Cooperation Agreement

This Cooperation Agreement ("Agreement") , effective as of the day upon which all parties to this Agreement have fully executed it (the "Effective Date"), is made by and between DCSTAR Inc. ("Party A") and RAM.SHAW PTE. LTD ("Party B"). Both Party A and Party B are 100% owned by the same legal person and are under common ownership and control. This Agreement is intended to formalize the cooperation between Party A and Party B regarding the use of Party A's technology and to clarify the responsibilities between the parties.

1. Purpose of the Agreement

1.1 Objective

Party A, as the holder of certain technologies (the "Technologies"), hereby grants to Party B a non-exclusive authorization to utilize the Technologies for the purposes of technology commercialization activities. The Technologies include all intellectual property and technical know-how owned by Party A.

1.2 Scope

The use of the Technologies by Party B shall include, but not be limited to, the development, production, marketing, and sale of products and services derived from or incorporating the Technologies (the "Products").

2. Responsibilities of Party B

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2.1 Technology Implementation

Party B shall be responsible for the implementation of the Technologies within its operations, including any necessary adaptations or modifications to suit local market conditions.

2.2 Marketing and Sales

Party B shall be responsible for marketing and sales activities related to the Products, including but not limited to:

Developing and executing marketing strategies.

Managing all sales channels and customer relationships.

Ensuring compliance with all applicable laws and regulations in the marketplace.

2.3 Legal and Regulatory Compliance

Party B shall ensure that all activities conducted under this Agreement comply with all applicable laws, regulations, and industry standards in the marketplace. Party B shall obtain and maintain all necessary permits, licenses, and approvals required for the use of the Technologies and the sale of the Products.

3. Intellectual Property

3.1 Ownership

Party A retains all intellectual property rights related to the technologies. Party B is permitted to use all the intellectual property rights owned by Party A.

3.2 Trademark and Brand Use

Party B can use trademarks or brands registered by Party A or Party B in the process of technology commercialization, provided that such use complies with all applicable laws and regulations.

4. Liability

4.1 Party B's Responsibility

Party B shall be solely responsible for all actions and omissions related to the use of the Technologies and the sale of the Products. Party B acknowledges and agrees that Party A shall have no liability or responsibility for any claims, actions, suits, proceedings, costs, expenses, or damages arising out of or in connection with Party B's activities under this Agreement.

4.2 Indemnification

Party B agrees to indemnify, defend, and hold Party A harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, and damages (including reasonable attorneys' fees) arising out of or in connection with Party B's use of the Technologies, the Products, or any other activities conducted by Party B under this Agreement.

5. Term and Termination

5.1 Term

The term of this Agreement shall commence on the Effective Date and shall continue for 10 years, unless earlier terminated as provided herein.

5.2 Termination

This Agreement shall automatically terminate without any further action required by either party if, at any time, Party A or Party B ceases to be 100% owned and controlled by the same legal person. Any change in the equity structure of Party A or Party B, including but not limited to the transfer, sale, or issuance of shares, that results in a change of ownership or control from the current legal person, shall be deemed a triggering event for the automatic termination of this Agreement.

6. Miscellaneous

6.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

6.2 Amendments

This Agreement may not be amended or modified except in writing signed by both parties.

6.3 Waivers

No waiver of any term or condition of this Agreement shall be effective unless in writing and signed by the party to be charged. No waiver of any breach shall constitute a waiver of any subsequent breach.

6.4 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining

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provisions shall continue in full force and effect.

6.5 Counterparts

This Agreement is made in duplicate, with one copy for each party, and both copies have equal legal effect.

IN WITNESS WHEREOF, the Parties have duly executed this COOPERATION AGREEMENT with full authority to do so as of the day and year written below.

PARTY A

PARTY B

DCSTAR Inc.

RAM.SHAW PTE. LTD.

Signed: _____

For and on behalf of
DCSTAR INC
Authorized Signature(s)

Signed: _____



Dated: _____

2020.10.27

Dated: _____

2020.10.27