**TRANSFERRING CONTRACT**

Based on the needs and the agreement of both parties.

Today is June 14, 2022 at the office of

**We are between:**

The Authorizer (Side A):

Represented by: Mr. Position:

**Add**:

Phone:

The Authorized receiver (Side B):

Represented by Mr. Position: Manager

**Add**:

Phone:

Both sides have agreed to sign the license agreement with following terms and conditions:

**ARTICLE 1: ORCHID MARKETING AND USING TRANSFERRING RANGES**

**1.** **Variety name: OOOOO**

**2. Territory:** Vietnamese market

**3. The distributing term:** Exclusive distributor in Vietnam

**4. Quantity annual sales:** Based on the real market requirement, we will provide enough

**5. The transferred fee:** No fee/Zero cost (Based on the profit of sales so that we add more cost on the seed price)

**6.All rights of the "OOOOO" Orchid, the authorizer (填Side A的名字)**

**offered to limited full rights of the variety in**

**Vietnam territory as follows:**

**-** To do all of aspects of “**OOOOO**” Orchid variety on the variety registration in Vietnam.

**-**  is permitted to import the seed samples, commercial seeds, to apply for DUS tests and PVP.

- is allowed on behalf to do all acts and things necessary for the purpose of application for “**OOOOO**” Orchid Registration in the name of

limited as “**OOOOO**”, and admit execution thereof and to do all related work on behalf of the authorized in all aspects.

**Delivery term**: The price is understood is C&F

**Payment term**: T/T 30 days net from invoice Date 100% of payment

The payment is done by Vietnamese bank remittance and bellow is the account details of Side:

**Bank name**:

**Beneficiary’s account:**

**Beneficiary’s name**:

**ARTICLE 2: ORCHID QUALITY**

1. Side A provide DUS report from Taiwan Seed Improvement and Propagation Station (TSIPS), Council of Agriculture (COA), Taiwan. If there are any doubts, Side B should notify Side A. Out of this test time, Side A does not guarantee the quality criteria.
2. Taiwan and Vietnam have signed the MOU of the international cooperation on plant variety examination and protection in 2021.
3. Side A is not responsible to losses made by natural factors like floods, droughts, and other causes, or factors as planting techniques, etc.

ARTICLE 3: **DISPUTE RESOLUTION PROCEDURES CONTRACT**

Any dispute arising from the implementation of this contract will be mutually resolved by mediation and negotiation. In case the parties fail to reach an agreement with each of the dispute, to be allocated to international arbitration centers in Vietnam or Taiwan. If the two sides have not agreed with the arbitration, it could be assigned to an arbitration center of the 3rd country that both sides accept arbitration conducted.

SIDE A SIDE B