**Performance Undertaking Agreement**

**承诺履行合同**

**THIS UNDERTAKING AGREEMENT** is made on the [insert date]day of [insert month] 2018 (the **“Agreement”**)

本承诺履行合同于2018年【输入月份】月【输入日期】日签订（以下简称为“**本合同**”）

**BY**

**由**

1. **[Insert the name of the Project Founder]**, a company incorporated in [insert nation] and having its registered office at [insert address](the “**Promisor**”);

**【输入项目方公司名称】，依据【输入国家】法律成立且注册办公地址为【输入注册办公地址】（以下简称“承诺人”）**

**IN FAVOR OF**

以下述主体为受诺人

1. **HUOBI GLOBAL LIMITED**, a company incorporated in Seychelles and having its registered office at Vistra Corporate Services Centre, Second Floor, The Quadrant, Manglier Street, Victoria, Mahe, Republic of Seychelles (the “**Promisee**”);

**HUOBI GLOBAL LIMITED**, 依据塞舌尔法律成立且注册办公地址为Vistra Corporate Services Centre, Second Floor, The Quadrant, Manglier Street, Victoria, Mahe, Republic of Seychelles（以下简称“**受诺人**”）；

(Each to be referred to respectively as a “**Party**” and collectively as the “**Parties**” hereafter).

（以下将合同任一一方称为“**合同一方**”，且合同双方合称为“**合同双方**”）

**WHEREAS**

1. The Promisee is the owner of Huobi Pro (the “**Platform**”), one of the leading digital currency exchange platform in this world;

受诺人是全球领先的数字货币交易平台之一Huobi Pro的拥有者（以下简称“**平台**”）；

1. The Promisor is the founder of [insert the name of the Project] (the “**Project**”) and wishes to exchange the digital currency assets which generated from the Project on the Platform;

承诺人是【输入项目名称】项目（以下简称“**项目**”）的发起人，并且希望将该项目的代币在平台进行交易；

1. It is a condition precedent to exchange the digital currency assets on the Platform that the Promisor shall have submitted the relevant document and information as per request by the Promisee (the “**Document**”) for reviewing;

承诺人依据受诺人的要求提交相关的文件和信息（以下简称“**文件**”）由受诺人审核，是将项目代币在平台进行交易的先决条件；

1. The Promisee agrees to review the Document.

受诺人同意审核文件。

**NOW**, **THEREFORE**, in consideration of the Promisee having agreed to review the Document to be submitted by the Promisor and/or continuing to review any new document and/or amended document at any time and from time to time to be submitted by the Promisor for the purposes and subject to the terms and conditions of Promisee’s internal reviewing rules, the Promisor hereby irrevocably covenants, agrees and undertakes the following:

现在，因此，作为受诺人依照其内部审查规则对承诺人提交的文件进行审查，和/或，受诺人继续在任何时候、不时地审查由承诺人提交的任何新文件和/或修改文件的对价，承诺人在此不可撤销地约定、同意并保证承担下列义务：

1. The Promisor undertakes to submit the following documents to the Promisee:-
	1. All documents expressly set out in Annex A; and
	2. Any other document and/or information which may be reasonably required by the Promisee from time to time to effectuate the purpose of this Agreement.

承诺人保证向受诺人提交下述文件：

1. 在附件A中明确列出的所有文件；和
2. 受诺人在任何时间要求提供的其它文件和/或信息。
3. All Document heretofore furnished or to be furnished at any time by the Promisor to the Promisee arising out of and/or in connection with this Agreement, is and will be authentic, comprehensive and accurate in all respects as of the date so furnished; The Promisor guarantees to the promisee that it has not promised to any investors or users that the tokens it issues will be traded in the secondary market, and that no promise to any investor or user to exchange their tokens is an investment behavior.

至今为止或者从今往后，在任何时间，承诺人向受诺人因该合同已经提供的和/或将要提供的与该合同相关的所有文件，以提交当天为准，应当是真实，准缺和全面的。承诺人向受诺人保证没有向任何投资者或者用户承诺其发行的代币会在二级市场上线交易，也没有向任何投资者或者用户承诺兑换其代币是一种投资行为。

1. No Document shall contain, or will contain, as of the date so furnished any false, untrue, or misleading statement of a fact, or omits to state or will omit to state any material fact.

以提交当天为准，承诺人提供的文件不能包含任何对于事实的错误、不实、或者误导性陈述，或者遗漏重要事实。

1. The Promisor shall at all times indemnify and reimburse the Promisee and its officers, employees, or the agents and keep the Promisee and its officers, employees or agents well and fully indemnified from and against all actions, suits, proceedings, liabilities claims, losses, costs, damages, demands and expenses of whatsoever nature which arising out of and/or in connection with the submitted Document whether the same arises sustains accrues or incurs prior or subsequent to the execution of this Agreement.

承诺人在任何时候都应赔偿和补偿受诺人及其官员、雇员或代理人，并且充分补偿受诺人及其官员、雇员或代理人可能面临的因承诺人提交之文件所引起和/或与提交文件相关的任何形式的诉讼、诉讼、诉讼请求、损失、费用、损害、赔偿金，和开销，无论上述赔偿原由是在执行本协议之前或之后已经发生或持续发生。

1. The Promisor shall not assign or transfer any rights or obligations of the Promisor under this Agreement. The Promisee may assign any of its rights under this Agreement to any person without the prior consent of the Promisee.

承诺人不得转让或转移本协议项下承诺人的任何权利或义务。受诺人可以在未经被承诺人事先同意的情况下，将其任何权利转让给第三人。

1. This Agreement may be signed in any number of counterparts and shall have effect as if all signatures in each counterpart are signed on the same copy of this Agreement and this Agreement shall, notwithstanding the diverse dates of signing by the signatories, comes into force and effect on the date the first of the signatory signs.

本协议可以签署任何数量的副本，每个签名主体在不同副本的签名都在本合同的同一副本上生效，并且，尽管各方签署的日期不同，本合同应在第一个签约方签名后生效。

1. This Agreement shall be governed by and construed in all respects in accordance with the laws of Republic of Singapore and the Parties hereby submit the non-exclusive jurisdiction of the courts in Republic of Singapore on all matters concerning this Agreement.

本协议以新加坡共和国法律为准据法，依据新加坡共和国法律进行解释。合同双方同意，新加坡共和国法院对该合同项下的所有事项具有非排他性的管辖权。

1. This Agreement is prepared in English with Chinese translation (which for reference only). In the event that there is any discrepancy between the English version and the Chinese translation, the English version shall prevail.

本协议有英文原文和中文翻译（仅供参考）组成。如果英文版本与中文译文有出入，则以英文版本为准。

**The rest of this page is intentionally left blank**

The undersigned hereby acknowledges and consents to the provisions of this Agreement as of the date first above written.

以下签约人知悉并且同意本合同项下的条款。

By: Promisor

**[Insert the name of the company]**

Official Seal

Representative: [insert the name]

Date: [insert the date]

And

By: Promisee

**Huobi Global Limited**

Official seal

Representative: [insert the name]

Date: [insert the date]

ANNEX A

* Application form
* White paper
* Legal Opinion
* Smart Contract Audit Report
* Time Vault contract Audit Report(If applicable)
* Certificate of Incorporation
* Key Facts
* ID card or passport of the project key members（at least 3 people）(1.4 in Application form)

**附录A**

* 申请表
* 白皮书
* 法律意见书
* 智能合约代码审计报告
* 锁仓合约代码审计报告（如适用）
* 公司注册文件
* 项目优势总结（火币四问）
* 项目主要负责人的身份证或护照（至少三人）（申请表1.4）