涉外法律文书格式汇编

（第二辑）

广州市律师协会涉外法律业务专业委员会 编

二〇二一年三月
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专题一

法律服务类
授权委托书

Consignor (citizen): (name), Gender: ___, Date of Birth: ______, Domicile: ______, Telephone number: ______.

Consignor (legal person/other organization): (name), Legal Representative: (name), Position: _____, Domicile: ______, Postcode: ______, Telephone Number: _____.


The Consignor dissatisfied with the (specific administrative act) made by the respondent (name) on ______year____month___, and applied to the (administrative reconsideration agency) for administrative reconsideration on ______year____month___. The Consignor now entrust (the name of the entrusted person) as our (our/unit) agent to participate in the administrative reconsideration.

Agency authority: __________________________________________

Attachment: 1. Three copies of the Consignor’s certification materials or other valid certificates;
2. Three copies of the authorized agent’s ID card or other valid certificates (the lawyer must also provide the lawyer’s practice certificate).

Consignor (signature/official seal): ______
Legal representative (signed and stamped with official seal): ______
Delegated (signature): ______
Year month day
Power of Attorney

Appointer:

Appointee:  Mr.[ ] Lawyer
Service Unit: [ ] Law Firm
Address: [ ], Guangzhou, China
Post:  Tel:  Fax:

This company hereby entrusts the appointees mentioned above as our agents ad litem in the case between this company, [ ] Co., Ltd and [ ] Ltd in respect of dispute over demurrage and storage fee raising from unclaimed cargo at Odessa under B/Ls.

The scopes of power for the aforesaid agents ad litem Mr. [ ] is as follows:

1. To lodge a lawsuit with the court(s);
2. To investigate and collect evidence, have access to materials pertaining to the case, apply to the court for preservation of evidence and investigation;
3. To proceed with and participate in hearings at the court of first instance and second instance, and to admit, waive, or modify the claims; to negotiate settlement of the case and reach settlement agreement with any parties as may be concerned; to proceed with court mediation;
4. To appeal before a higher court against the judgment and (or) written order of first instance;
5. To apply for review or reconsideration of first instance and (or) second instance court’s orders, decisions or judgments as may be rendered by the courts;
6. To accept service of writ of summons and other legal documents;
7. To accept the payment effected by the concerned party;
8. To transfer the authorization hereof to other persons to deal with the case if necessary or in case of emergency;
9. To deal with all other matters relating to litigation and execution for us.

Appointer: [ ] (Stamp)

Legal Representative: (sign or stamp)

Date:
Power of Attorney

We, [ ], (hereinafter referred to as the “Principal”), a corporation organized and existing under the laws of GERMANY, having the registered head office at [ ], hereby authorize:

[ ], (以下简称“委托人”)，是依德国法律成立的公司，总部地址在[ ]，兹授权:

[ ]

(Hereinafter the “Entrusted Agent”以下简称“受托人”)

We do hereby appoint the Entrusted Agent to act on my behalf jointly and severally in the territory of the People’s Republic of China and put forth claims (including but not limited to administrative punishment, criminal penalty and/or civil damages) with the competent administrative and/or judicial authority in relation to any or all acts connected with the infringement of the Principal’s intellectual property rights (including but not limited to trademark right, copyrights, design patent) and/or any unfair competitive acts against the Principal, according to laws of the People’s Republic of China.

兹委托受托人依据中华人民共和国法律，就侵犯委托人知识产权(包括但不限于注册商标专用权，著作权，专利权)的行为，和/或针对委托人的不正当竞争行为，在中华人民共和国境内代表委托人追究侵权人的行政，刑事和/或民事赔偿等法律责任。

The Entrusted Agent hereby has full power including but not limited to:

1) Submitting the complaint documents against infringement, documents and evidence, put forward legal claims to the administrative and/or judicial authorities; conducting investigations as well as collecting (including launching notarization for evidence preservation) and providing evidence with respect to illegal infringement activities against the Principal’s intellectual property rights; assisting the competent administrative and/or judicial authority in investigations against any or all acts infringing the Principal’s intellectual property rights, identifying and verifying infringing products and issuing verification certification of relevant products on the behalf of the Principal; issuing certification of authorization of suspected infringers; assisting the relevant authorities to evaluate the goods involved in the case, filing request and/or opposition, issuing certification of price of genuine goods on the behalf of the Principal; cooperating with the competent administrative and/or judicial authority in dealing with infringing acts and products, receiving copy of punishment decision, judgment or any other legal documents, and disposal and destruction of infringing products; requesting to initiate an administrative reconsideration and/or appeal for any administrative action or decision made by the competent administrative authority(ies) and/or judicial authority(ies), and handling all matters in relation to such administrative proceedings;

向有关行政机关和/或司法机关提交投诉材料、文件和证据，以及提起相关法律诉讼；依法对侵犯委托人知识产权的不法活动进行调查，收集证据(包括进行公证保全证据)、提供证据；协助有关行政机关和/或司法机关对侵犯委托人知识产权的侵权行为进行调查，代表委托人辨别和鉴定侵权产品并代为出具产品鉴定证明；代为出具涉嫌侵权人是否具有授权的确认书； 代为协助有关机关对涉案产品进行价值评估，提出对价值评估的申请和/或异议，出具产品价格证明和相关资料等事宜；代为配合有关行政机关和/或司法机关对侵权行为和侵权产品进行处理，代为受领有关的行政处罚决定书，判决书或其他法律文件，并配合对侵权产品的处理和销毁事宜；代为对行政机关和/或司法机关具体行政行为或者决定不服而提起行政复议或者申诉，以及处理与复议或者申诉相关的一切事务。

2) Filing complaint against online infringement to vendor/operator of online services, providing the evidences proving infringement and other relevant material, identifying and verifying infringing products, and signing documents and agreements relevant to complaint against infringement upon intellectual property.

就网络侵权行为，向网络服务提供者/运营商发起知识产权侵权投诉，提供判断侵权成立的依据和其他相关资料，进行真伪鉴定，签署与知识产权侵权投诉相关的文件和协议。

3) Issuing Cease and Desist Letters and/or relevant documents to infringers, conducting negotiation with Infringers and demanding compensations from the Infringers and, if necessary, reaching and executing settlement agreements with infringers and receiving damages on the behalf of the Principal;

代为向侵权人发出《停止侵犯知识产权行为通知书》和/或其他相关文件，进行谈判并要求侵权人赔偿，以及当必要时，达成和执行与侵权人和解并收到赔偿的协议。
向侵权人发出律师函及相关文件，与侵权人进行谈判并要求其予以赔偿。如有需要，与侵权人进行和解及签署和解协议，并代为接受赔偿款。

4) Filing civil and/or private persecution penal lawsuits, administrative lawsuits, defending as defendant or the third party in civil or administrative lawsuits, taking part in the criminal procedure as the injured unit at the People's Courts with competent jurisdiction with a view to protecting the Principal’s intellectual property rights and other lawful rights and interests. In protecting intellectual property rights and other lawful rights and interests of the Principal by litigation channels, including but not limited to litigation channels listed above, the Entrusted Agent is authorized to conduct the following activities:

a) Acting on behalf of the Principal to take part in the criminal procedure; to initiate or withdraw lawsuit; to apply for lodging or withdrawing appeal; to apply for lodging retrial or withdrawing retrial; to file complaint; to respond to lawsuit as the defendant, respondent or third party; to handle returning of litigation fee and receive the returned fee; to apply for measures of property preservation and measures of evidence preservation during or before the proceedings; to deliver to the relevant court any related evidence, to provide appraiser and inspector, to require reappraisal, investigation or examination; to claim the agency opinions; to admit all or part of the claims; to waive, modify or add the claims; to reply or mediation presided over by court; to attend the court trial and the hearing; to sign and collect relevant court documents; to cooperate with the competent judicial authority in dealing with infringing acts and products, as well as taking other actions for which special authorization of the Principal is required under the laws and regulations of the People's Republic of China; to have same powers aforesaid in possible second-instance or retrial proceedings.

b) Acting on behalf of the Principal with the same powers as above-mentioned to respond to and defend any counter-claim (including counter-claim(s) in a separate lawsuit).

c) Acting on behalf of the Principal, handling all related legal matters in possible execution proceedings, including but not limited to applying for execution, handling all legal matters in an execution, reaching execution settlement, and receiving the monetary sum of the subject matter of the execution.

5) Taking such other actions as necessary or appropriate to protect the Principal’s intellectual property rights and other lawful rights and interests.

In the above litigation or non-litigation proceeding, either of the above the Entrusted Agent is entitled to appoint its lawyer(s) and/or other qualified staff to actually execute the above matter, or sub-delegate all or a part of the above powers to other lawyer(s) or other legally qualified subject(s) who comply with the laws and regulations in the People’s Republic of China. Either of the Entrusted Agent is required to issue a written Power of Attorney for sub-delegation and the scope of the powers delegated shall be subject to those specified in the written Power of Attorney issued by either of the above the Entrusted Agent. Where the Entrusted Agent only issues sub-delegate to a lawyer in litigation, the Entrusted Agent still has full power in litigation and has the power to attend the lawsuit as well. The Entrusted Agent shall take all responsible for all liability of the behavior of sub-delegation.
在上述的诉讼及非诉讼程序中，上述任一受托人可以指派其本公司或本所的律师或其他适格的工作人员具体从事上述代理业务，也可以转委托其他律师事务所和/或其他律师，和/或其他符合中华人民共和国法律要求的主体从事本授权书载明的上述权限。转委托的，上述任一受托人必须出具书面的授权委托书，具体权限以受托人出具的授权委托书所载明的内容为准。诉讼涉及的转委托，受托人若仅转委托其他一位代理人，则受托人仍有权按照本授权书载明的上述权限与转委托代理人一起参与诉讼。受托人对在转委托过程中被转受托人的行为向委托人承担一切责任。

This Power of Attorney shall be effective from the signature to DD/MM/YY. The Principal reserves the right to quit this authorization under the certain circumstance according to the agreement between the parties. The copy of the Power of Attorney has the same effect but the sub-authorization takes effect only with original copy and stamped with the Entrusted Agent’s company chop.

本授权书自签字日起有效至[     ]年[     ]月[     ]日。但委托人保留在双方签订的协议规定的某些条件下终止该授权的权利。该文件复印有效。但转委托必须有受托人的盖章原件方可生效。

Principal:
委托人：

Date:  DD/MM/YY
日期: [     ]年[     ]月[     ]日

Name  姓名:
Position  职位:
授権委託書

委託者：【】有限公司
法定代表者：【】
住所：【】

受託者：
1. 氏名【】性別男勤務先【】法律事務所職務弁護士住所広州市【】区【】路【】号【】中心【】階連絡先：【】郵便番号：【】
2. 氏名【】性別女勤務先【】法律事務所職務弁護士住所広州市【】区【】路【】号【】中心【】階連絡先：【】郵便番号：【】

委託事項：
委託者と【】有限公司との【】契約紛争案件（案号：【】民初【】号）において、上記受託者に当社の代理人として関連する訴訟事務を処理するよう委託する。
上記受託者の代理権限は特別授権であり、下記の権限を含むが、この限りではない。
1. 本件訴訟関連証拠資料を収集・調査・閲覧・整理する。
2. 訴訟を提起するか応訴を行い、第一・二審の法廷審理活動に参与し、管轄権異議申請を提出し、答弁を提出し、信用担保を提供するよう担保会社を委託し、財産保全を申請する。
3. 訴訟要請の承認、変更または放棄を代行する。
4. 反訴、上訴または訴訟取り下げの提起を代行する。
5. 調停・和解の進行、調停・和解協議の締結を代行する。
6. 執行の申請、和解の執行、和解協議の締結、執行標的の受取りおよび預かりを代行する。
7. 法律文書の署名、送達、受取りを行う。
受託者には再委託する権利を有する。

委託者：【】有限公司（社印）
法定代表者/授権代表：【】（署名）
【】年【】月【】日
专项法律顾问委托合同
LEGAL COUNSEL RETAINER AGREEMENT

本合同由下列双方于 20__年__月__日签订:
THIS AGREEMENT is entered into by and between the following Parties on ______________.
20__:

甲方:  
PARTY A:  
法定代表人:  
(Legal Representative):  
地址:  
(Address):  
邮政编码(Post Code):  
电话(Tel):  
传真(Fax):  
E-mail:  

乙方: 【插入律师事务所名称】  
PARTY B:  
地址:  
Address:  
邮政编码(Post Code):  
电话(Tel):  
传真(Fax):  
E-mail:  

甲方拟(已)进行_{项目名称}项目(以下简称"项目"),根据中华人民共和国民法典、《律师法》等有关法律规定,聘请乙方的律师为本项目专项法律顾问。
In accordance with the Civil Code, the Lawyer Law and other relevant laws and regulations of the People’s Republic of China, Party A hereby retains Party B as Party A’s legal counsel to advise on the proposed (ongoing) project: ______________________ (hereinafter referred to as ‘the project’).

甲乙双方按照诚实信用原则,经协商一致,立此合同,共同遵守。
THIS AGREEMENT is hereby made and concluded by each party hereto, Party A and Party B, respectively, through amicable consultation, based on the principle of bona fide.

第一条 乙方的服务范围
Article One  Scope of Work of Party B

一、乙方律师的服务内容包括以下服务范围:
The contents of work of Attorneys from Party B including the following services:

（一） 解答涉及本项目拟(已)进行事项的法律咨询;
Providing legal consultancy to the on-going and/or planned matters related to the project.

（二） 应甲方要求,参与同相关部门和相对方的磋商、谈判,审查甲方与其他当事方的合同,维护甲方的利益;
At Party A's request, taking part in the consultation and negotiation proceedings against relevant authorities and/or the other party, reviewing the contract Party A signed with any other parties, defending Party A's interests.

（三） 起草、审查或者修改因本项目而需签订的各种协议、合同等法律文件,对存在问题的相关条款、内容提出法律建议或者处置措施;
Drafting, reviewing or modifying all kinds of agreements, contracts and other legal documents signed for the Project, and providing legal advices or countermeasures regarding relevant problematic stipulations and contents.
（四）对本项目涉及到的（如有）土地使用权、房屋所有权、使用权、知识产权、债权债务确认等事项进行指导并提出法律建议或者处置措施；
Guiding all the issues, Land-use Right, House Ownership, Usufruct of House, Intellectual Property, Confirm the Creditor Debtor Relationship, if there is any, related to the Project, as well as providing legal advices or countermeasures to them.

（五）对本项目涉及的行政规章、行政规范的适用，提出法律意见；
Providing legal advices to the application of the administrative regulations and normative act related to the project.

（六）对与本项目相关的法律事实进行尽职调查；
Proceed due diligent investigation towards the legal fact relevant to the project.

（七）根据本项目相关行政部门的要求代甲方草拟申请、呈批文件；
Drafting and submitting the documents required by the relevant administrative authority on behalf of Party A.

（八）审核甲方提供的申请文件及相关材料，依据法律和法规的要求提出法律建议或者处置措施；
Review the application documents and relevant materials provided by Party A, and provide them legal advices or countermeasures in accordance with laws and regulations.

（九）审核甲方全部申请文件和相关材料的合法性，如要求需要则出具法律意见书；
Examine the legitimacy of all the application documents and relevant materials of Party A, and issue legal opinion on Party A’s request.

（十）双方根据本项目实施情况具体商定修改、增加的服务内容。
The service content both parties here to modified and/or added according to the implementation of the project.

二、对于下列事项，其服务内容不包括在本专项法律顾问服务范围之内，但甲方应优先委托乙方，乙方应以优惠收费标准接受委托，双方将另行达成协议：
The following legal services are not included in the scope of this Legal Counsel Retainer Agreement, provided that Party A will give B priority in selecting attorney at law for such services and Party B’s retainer fee for the same will be favorable. The parties will enter into a separate agreement.

（一）涉及甲方及本项目的诉讼、仲裁事务、行政复议案件，含诉讼、仲裁和行政复议进行前所应作的研究、分析、建议、策划、收集证据等前期工作；
Advising on litigation, arbitration and/or administrative review proceedings involving Party A and the Project, including necessary preliminary work before such proceedings, such as research, analysis, proposal, planning and evidence collection.

（二）经另行委托，代理甲方控股、参股的子公司，异地分支机构和其它关联企业、合作公司的法律事务；
Advising on the legal matters of subsidiaries (controlled or not), branches in other areas and other associates and joint ventures of Party A as separately retained.

（三）甲方本项目经常性业务以外的重要交易或专项交易，包括投资、债务重组、收购、上市、分拆、增发、合资、合作、破产、清算、商标或专利申请知识产权等。
Any other substantial transactions or special transactions other than the regular business of Party A in relation to the project, including the investment, debt restructuring, M&A, IPO, spin-off, seasoned equity offerings, joint ventures, collaborations, insolvency, liquidation, as well as trademark and patents applications.

第二条 乙方的义务
Article Two  Party B’s Obligations

（一）乙方应为有能力从事此项目服务的律师事务所；
Party B shall be a competent law office for engaging in the project;
(二) 乙方指派__________律师作为甲方本项目专项法律顾问律师。甲方同意上述律师指派其他律师助理配合完成前述法律事务工作，但乙方更换上述专项法律顾问应取得甲方认可。

Party B assigns ___________ to be the legal counsel of Party A in the Project. Party A acknowledges that the aforesaid attorney(s) and attorney assistant(s) may assign part of the foregoing legal work to their associates, and pre-approval of Party A shall be obtained, if Party B replaces the aforesaid legal counsel with any other attorney.

(三) 乙方律师应当勤勉、尽责地完成第一条第一款所列法律事务工作；因甲方原因致使乙方无法按时完成委托事项的，乙方不负责。

Attorneys from Party B's shall provide legal services through reliable and earnest work in accordance with stipulations under Article One. Party B shall not be held liable for any delayed completion of the work caused by any excuse of Party A.

(四) 乙方律师在本合同期内或双方约定的期间内，对涉及甲方的对抗性案件或者交易活动，未经甲方事先书面同意，不得担任与甲方具有法律上利益冲突的另一方的法律顾问或者代理人；

Throughout the Duration of this Agreement or the period agreed by both parties hereto, without the written pre-approval of Party A, Attorneys from Party B’s shall not assume the position as the legal counselor or attorney of counterparties of Party A, whose legal interests conflict with Party A in the confrontational cases or trading activities related to Party A.

(五) 乙方律师对其获知的甲方商业秘密和与本项目有关的非公开的信息、资料负有保密责任，非由法律规定或者甲方同意，不得向任何第三方披露。

Attorneys from Party B’s shall keep confidential all the business secrets, proprietary information and materials of Party A disclosed to them in the process of the Project and shall not disclose the same to any third parties unless required by law or approved by Party A.

第三条 甲方的义务

(一) 依照法律、法规的要求，在本合同生效后及时真实和完整地向乙方提供与本项目有关的，一切必要的各种情况、文件、资料的副本或复印件，并保证该复印件与正本一致。甲方保证由于其提供的上述基础文件、材料及情况延迟或有误而导致乙方出具不恰当的意见或证明，由此产生的后果和责任均由甲方承担。

After the effective date of this Agreement, Party A shall provide all the necessary transcripts or copies of the information, documentation and materials relating to the Project to Party B in accordance with the requirements of laws and regulations, timely, truly and completely, and guaranteed that all the copies consistent with their original. If Party B issues any inappropriate legal opinion or verification due to the delay dispatch or any mistakes of any abovementioned information, documentation and materials provided by Party B to Party A, responsibilities and losses caused hereby shall be borne by Party A.

(二) 甲方应当为乙方律师办理法律事务提出明确、合理的要求并给予合理的工作时间；

Party A shall express their requests in respect of the legal affairs Party B handled, explicitly and reasonably, and shall grant Party B’s attorneys reasonable delivery time.

(三) 甲方应当按本合同规定的时间和金额，按时、足额向乙方支付律师费和工作费用；

Party A shall fully pay the legal fees and other amounts to Party B pursuant to this Agreement without delay.

(四) 甲方指定__________为法律事务的联系人，负责转达甲方的指示和要求，提供文件和资料等，甲方更换联系人应当及时通知法律顾问；

Party A hereby designates Mr./Ms. ___________ , as its contact person for the legal matters, who shall have the responsibilities of communicating Party A's direction and requirements, providing documentation, materials and other assistance. If Party A replaced the contact person with anyone else, Part A shall inform the legal counsel of the replacement timely.

(五) 甲方有权对委托事项作出独立的判断、决策。甲方基于商业考虑或者未根据乙方律师提供的法律意见、建议、方案自行所作出的决定而导致的损失，由甲方自行承担。
Party A shall have the right to make independent judgment and decisions in connection with the matters involved in the Project. Losses due to Party A’s business decisions or decisions made by Party A disregarding the legal opinions, suggestions and plans provided of Party B’s attorneys shall be solely borne by Party A.

第四条  法律顾问费、工作费用及支付方式
Article Four  Legal Fees, Work Expenses and Payment

一、基于乙方拟为甲方提供的法律服务, 甲方同意向乙方支付法律顾问费共计人民币元整(大写:【】元整)。该费用包括本合同第一条第一款中第(一)至(十)项所列服务，不另收费。第一条第二款中第(一)至(三)项法律服务事项，双方需另行签订委托代理合同，代理费优惠收取。
In view of the legal services Party B proposed to offer to Party A, Party A agrees to pay Party B the legal fees which amount to RMB【】(say RMB【】). The said legal fees include ten stipulated services listed in Article one, section one, i.e. no extra charge for these services. For the first to third legal services items listed in Article one, section two, both parties hereto shall enter into a separate authorized representation contract in a favorable retainer fee.

二、付款方式: 本合同期限内的法律顾问费甲方分【】次向乙方支付。自本合同签订之日起 7 日内，甲方应向乙方支付人民币【】元整(大写:【】元整)法律顾问费；于【】年【】月【】日前，甲方应向乙方支付剩余人民币【】元整(大写:【】元整)法律顾问费。
Terms of Payment: the legal fees for the duration of this agreement should be paid by Party A to Party B in 【】installments. Party A shall pay Party B legal fees amounted to RMB【】(say: RMB【】Yuan) within seven (7) days of the execution of this agreement, and shall pay off the rest legal fees amounted to RMB【】(say: RMB【】Yuan) before the date【】，【】.

乙方户名:  
开户行名称:  
账号:  

BENEFICIARY:  
Name:  
Address:  
Account Number:  
ACCOUNT WITH BANK:  
SWIFT BIC:  

律师代理费以到达上述账号同时由乙方开出发票为收讫。任何私人间的支付，乙方均不予以承认。
The legal fees shall be considered received when the money is paid into the above account and the invoice is issued by Party B. Any payment transactions occurred between any individuals shall not be acknowledged by Party B.

如委托的工作开始后，增加请求事项或者增大诉讼标的金额和利益或者增加诉讼当事人或者出现反诉或者其他导致代理事务增加的情况时，增加部分的律师费甲方应按照双方约定的标准另行缴交。
After the commencement of the commissioned work, upon the occurrence of any circumstances that lead to the increase of the scope of work, for example, increase the litigation requests, enlarge the amount or benefit of litigation object, increase the number of litigants, or file a counterclaim, Party A shall pay the legal fees for the increased part of work separately according to the standard reached by both parties hereto.

三、乙方律师办理甲方委托事项所发生的下列工作费用，应由甲方承担：
Party A shall also reimburse Party B for all the following expenses incurred by Party B’s attorneys in providing the legal services herein:

1、相关行政、司法、鉴定、公证等部门收取的费用；
Charges by relevant administrative, judiciary, verification, assessment and/or notary public agencies;
2、广州市城区外发生的差旅费、食宿费、翻译费、复印费、长途通讯费、邮寄费等；
Transportation, accommodation and other costs actually incurred for travels beyond Guangzhou,
facsimiles, photocopying, long distance telephone charges and postage.

3、征得甲方同意后支出的其它费用。
Any other expenses approved by Party A.

乙方律师应当本着节俭的原则合理使用工作费用。
Attorneys from Party B’s shall bear the principle of economy in mind and spent the work expense in a
reasonable way.

第五条 合同的解除
Termination of Contract

(一) 甲乙双方经协商同意，可以变更或者解除本合同。
Provided that Party A and Party B, through negotiations, reach a consensus, this Agreement could be
modified or terminated.

(二) 乙方有下列情形之一的，甲方有权解除合同：
Upon any of the following situations of Party B occurred, Party A is entitled to terminate this Agreement:

1、未经甲方同意，擅自更换甲方律师的；
Without the consent of Party A, replace the designated legal counsel of Party A；

2、因乙方律师工作延误、失职导致甲方蒙受损失的。
Party A suffered losses due to any delays or dereliction of duty in the work of attorneys from Party B’s.

(三) 甲方有下列情形之一的，乙方有权解除合同或暂停工作直至甲方自行纠正时止：
Provided that Party A has any of the following situations, Party B is entitled to suspend performing
their obligations under this contract until Party A self-correct them or terminate the contract:

1、甲方的委托事项违反法律或者违反律师职业规范的；
The missions Party A entrusted is against the PRC laws and regulations, or against the attorney’s practice
behaviour directives

2、甲方向乙方提供的资料有虚假、误导、隐瞒、重大遗漏及其他违规行为，致使乙方律师不能
提供有效的法律服务的；
Party B cannot provide legal service effectively as a result of the material provided by Party B to Party
A is false, misleading concealed, materially incomplete or with other irregular behavior.

3、甲方逾期____日仍不向乙方支付律师费或者工作费用的。
Party A fails to pay Party B the Attorney fee or work expenses within____days after the due payment
date.

第六条 违约责任
Liability for Breach of Contract

(一) 乙方违约不提供第一条第一款规定的法律服务或者违反第二条规定的义务，甲方有权视
乙方实际提供服务的工作量要求乙方退还部分已付的律师费。
Provided that Party B fails to provide legal service mentioned in Article One Section one of this contract
or fail to obey the obligations articulated in the Article Two hereof, Party A is entitled to be reimbursed
all or part of the Attorney fee in proportion to the validated work load of Party B.

(二) 乙方律师因工作延误、失职（必须是故意）导致甲方蒙受重大损失的，乙方应当通过其
所投保的执业保险向甲方承担赔偿责任。但因甲方、其他中介机构或者主管部门等原因造成乙方
律师工作不能按期完成，乙方不承担责任。
Party A’s loss incurred from Attorney’s delay of work or malpractice (intentional) shall be borne by
Party B via claim against lawyer’s liability insurance. If Party B fail to perform its work on time due to
the excuses caused by Party A, other agencies or government authorities concerned, Party B do not take
any liability.

(三) 甲方不支付律师费或者工作费用，或者无故终止合同，乙方有权要求甲方支付应付而未
付的律师费、未报销的工作费用以及延期支付的利息。
Provided that Party A fails to pay Attorney fee or work expenses or terminate this contract without
reasonable excuse, Party B is entitled to get reimbursed of the unpaid attorney fee, work expenses and
interests incurred herefrom.

(四) 甲方向乙方提供的资料有虚假、误导、隐瞒、重大遗漏及其他违规行为，导致乙方律师
出具的法律文件出现错误或者遗漏，并导致乙方或者乙方律师受到处罚或者导致第三人向乙方
追偿的，甲方应当向乙方承担全部责任。
Provided that mistakes or omissions occurred, by virtue of any material provided by Party B to Party A,
which is false, misleading, concealed, materially incomplete or other irregular information, in the legal
documents issued by attorneys from Party B, and punishment or compensation that have to be borne by
Party B or its employees generated correspondingly, all the losses caused hereby shall be borne by Party
A.

第七条 争议的解决
Article Seven  Settlement of Disputes

本合同适用中华人民共和国《民法典》、《律师法》、《民事诉讼法》、《仲裁法》等法律。
This Agreement shall be governed by the Civil Code, Lawyer’s Law, Civil Procedure Law and Arbitration
Law of the People's Republic of China etc.

甲乙双方如果发生争议，应当友好协商解决。如协商不成，任何一方均有权将争议提交广州仲裁
委员会，按照提交仲裁时该会现行有效的仲裁规则进行仲裁，仲裁裁决是终局的，对甲乙双方均
有约束力。
All disputes arising from or in connection with this Agreement shall, through amicable negotiations, be
settled by the Parties hereto. Should, through negotiations, no settlement be reached, the case in question
shall then be submitted to Guangzhou Arbitration Commission, which shall be conducted in accordance
with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award
is final and binding upon both parties.

第八条 合同的生效
Effectiveness of the Agreement

本合同正本一式叁份，甲乙双方各执一份，壹份存卷，由甲乙双方代表签字并加盖公章后生效，
自乙方律师完成本项目法律服务或双方解除本合同时止。
This Agreement shall be executed in three counterparts, two of which shall be respectively held by Party
A and B, and one for archive file; and shall come into effect on the date when the representative of each
Party execute and affix its seal. This Agreement will have been terminated upon Attorneys from Party B
finished providing legal services for this project or the parties hereto terminate this contract by mutual
agreement.

第九条 通知和送达
Notice and Delivery

甲乙双方因履行本合同而相互发出或者提供的所有通知、文件、资料，均以本合同开头所列明的
地址、传真送达，一方如果迁址或者变更电话，应当书面通知以方。
All the notices, documents or material sent or provided for the performance of this Agreement by one of
the parties hereto to the other, should be delivered to or through the address, fax, e-mail listed at the
beginning of this Agreement. If any party hereto has changed its address or contact number, the other
Party should be timely informed in writing.

当面交付文件的，在交付之时视为送达；通过传真方式的，在必出传真时视为送达；以邮寄方式
的，挂号寄出或者投邮当日视为送达。
Should the delivery be made in person, it shall be regarded delivered as of the time of hand over. Should the delivery be made through fax, e-mail, it shall be regarded delivered as of the time. Should the delivery be made through mail, it shall be regarded delivered as of the time of posting or stamping.

（本页无正文，为签字页）(The remainder of this page intentionally left blank. Execution page only.)

甲方:
Party A
法定代表人:
Legal Representative
或授权委托人:
Entrusted Agent

乙方:
Party B:
合伙人:
Partner
或经办律师:
Or the Lawyer
Agreement of Agency/委托代理协议

Date/日期: 2021-XX-XX
Party A/甲方: XXX
Party B/乙方: XXX

Party A and Party B hereby enter into this agreement on the following terms and conditions in regarding to Party A entrusting Party B to be his attorney to handle the case of X X X Toys Factory and XXX company.

甲、乙双方就甲方委托乙方代理 XXX 玩具厂与 XXX 公司的案件达成如下协议:

1. The entrusted scope shall be as same as that was stated in the Power of Attorney.

委托授权范围应当与授权委托书一致

2. Party B accepts Party’s entrusting and appoints Mr. W as Party B’s lawyer who shall execute his professional duties and safeguard Party B’s legal rights and interests.

乙方接受甲方委托,指派 W 律师作为甲方代理律师。W 律师应当履行职业义务,维护乙方的合法权益。

3. Party A shall state the case in authenticity and particular to the lawyer appointed by Party B and supply relevant documents and evidences.

甲方应当真实、详尽地向乙方指派的律师陈述案情并提供相关文件及证据。

4. Party B shall be entitled to terminate this agreement and fees already collected shall be retained should Party A be found make unfaithful state and/or submit false evidences/如果乙方发现甲方作虚假陈述和/或提供伪造的证据，则乙方有权终止本协议且不予退还已收取的律师费。

5. Party A can terminate this agreement whenever at his will whereas the fees already paid shall be retained by Party B as long as Party B has started working./甲方可在任何时刻自主终止本协议。但如果乙方已开展工作，则所收取的费用不予退还。

6. Fees and payment/费用及支付

a) Primary Lawyer fee: RMB X X X X X shall be paid by Party A upon this agreement is concluded. /

签订本协议时支付基本费用人民币 X X X X 元

b) X% of the awarded sum shall be paid within XX days upon the receipt by Party A.(regardless the outcome of mediation) ./甲方收到判决结果后 X 天内应当向乙方支付判决结果的 X%。

c) A expenses related to the case, including but not limited in, traveling (between Guangzhou and Shenzhen excluded), translating, notarizing, investigating shall be borne by Party A subject to Party A’s prior consent./经甲方同意，与办案有关的费用，包括但不限于差旅（广深之间除外）、翻译、公证、取证等由甲方承担。

7. Party B shall appoint other lawyer(s) as a substitute(s) should the lawyer hereof be incapable to execute his/their duties during the agent period whereas the total lawyer fee and service contents shall retain the same hereinbefore./协议期内,上述指定律师无法履职时,乙方应当另行指派律师接替工作。且费用和服务内容与本合同保持一致。

8. This agreement is made in duplication and each Party will hold one. This agreement shall come into force from the date on which both parties hereto sign and shall terminate at the award rendered by the court/本协议一式两份。双方各持一份。自双方签字之日起生效，至生效判决之日止。

9. Should any dispute arisen from or related to this agreement not be settled down by a friend negotiation, it shall be arbitrated by Guanzhou Arbitration Committee. /任何与本协议有关的纠纷如不能通过协商解决，均由广州仲裁委员会裁决。
Long-Term Legal Consulting Agreement

长期法律咨询服务协议

____________________________ ("Attorney") and ______________________________, a __________ Company, ("Client") hereby agree that Attorney will provide legal services to Client as its long-term legal consultant on the terms set forth below.

律师（"律师"）和 ______________________________（"客户"）双方在此同意，律师将按以下规定的条款作为客户的常年法律顾问为其提供法律服务。

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the initial deposit called for under Paragraph 4.

1. 条件。直到客户返回本协议的签署副本，并根据条款 4 的要求支付了初始存款，本协议才生效，

律师才有义务提供法律服务。

2. SCOPE OF SERVICES. Client hires Attorney to provide legal services in the following matter: as outside corporate legal counsel for all related legal matters (except litigation or special needs such as immigration, merger and acquisition, securities laws etc.) in connection with the Client’s normal business activities and/or operations in which Attorney and his firm has sufficient knowledge and expertise. Attorney will provide those following legal services reasonably required to represent Client:

2. 服务的范围。客户聘请律师对以下事项提供法律服务:作为公司外部的法律顾问,在律师和他的

律所有足够的知识和专长的情况下,为与客户的正常经营活动的所有相关法律事务（除诉讼或特殊

需要,如移民,并购,证券法等）提供法律服务。应客户要求,律师将为客户提供如下合理的法律

服务:

a) Legal consult: Answer legal questions, give legal suggestions, and draft legal opinions.

b) Legal Translation: Oral translation and explanation of general legal documents from English to Chinese; Written translation of important legal documents from English to Chinese.

c) Review contracts: Review business contracts, provide amending suggestions, and assist to strengthen internal control procedure and process of the company.

d) Draft legal documents: draft legal letters, emails, contracts or other type of legal documents.

e) Participate in decision-making: participate in decision-making discussions of party A, provide legal support, and assist to lower legal risks.

f) Any other legal matters agreed by both parties.

Attorney will use the following ways and methods to provide legal services to Client:

f) 其他约定的法律事务。

律师会采取合理的措施，让客户了解进展情况，并回应客户的询问。本协议不涉及任何形式的诉讼

服务，无论是在法院，仲裁，行政听证，或政府机构的听证会。这些诉讼服务须另外单独安排。对

于上述未叙述的任何事项的服务，需要单独的书面协议。

Attorney will use the following ways and methods to provide legal services to Client:

a) Phone consultation;

b) Face to face discussion;

c) Special topic meetings;

d) Written comments;

e) Legal seminar;

f) Participate in negotiation;

g) Other methods.

律师为客户提供法律服务的方式或途径包括:

a) 电话咨询;
3. ENGAGEMENT PERIOD. Client engages Attorney as its long-term legal service consultant, the initial engagement period is one year, from _____________ to ______________. Within Thirty (30) days prior to the expiration of this initial period, parties may agree to renew and extend it. Unless otherwise agreed in writing, parties do not renew and extend this Agreement after the expiration of this agreement, but legal issues delegated by the client shall be continued, the engagement period and effectiveness of this Agreement will automatically renew until the end of first year after the expiration of this agreement (_________________).

3. 聘请期限。客户聘请律师作为常年法律顾问的最初期间为一年,自____________日至____________日;聘期届满前30日内双方可以续签或者延续本协议。除非另有书面约定,在律师的服务期间截止以后,律师未与客户延续本协议,客户交办的法律顾问工作须延续进行的,本协议的聘期和效力视为自动延期到协议期满后的一年,也就是_________________日。

4. CLIENT'S DUTIES. Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. 客户的职责。客户同意,对律师实事求是,与律师进行合作,让律师了解客户可能注意到的任何信息或事态发展,遵守本协议,按时支付律师费,保证让律师知道客户的地址,电话号码和行踪。关于所叙述的相关事项,客户将协助律师,为律师提供必要的信息和文件。

5. LEGAL FEES AND PAYMENTS. Legal fees pursuant to this long term legal consulting agreement shall be charged Client agrees to pay Attorney the amount of ______________ within Seven (7) days after executing this Agreement. Unless otherwise agreed in writing, any fees set forth is nonrefundable under any circumstance before the expiration of this Agreement. The fees on this schedule are only for the first year of engagement and are subject to change on 30 days' written notice to client. If Client declines to pay any increased fees, Attorney will have the right to withdraw as Attorney for Client.

5. 法律费用和支付方式。本长期法律咨询服务协议的法律顾问费用采取一次性的方式支付,客户同意在签署本协议后七(7)日内支付律师____________作为合同期内的法律顾问费。除非另有书面约定,在本协议的聘期内,任何情况下上述费用将是不可归还的。本计划的费率仅为约定的第一年。若有变更,律师须以30天的书面形式通知客户。如果在本协议期满后客户拒绝增加法律顾问费用,律师将有权不再担任客户的律师顾问。

6. COSTS AND OTHER CHARGES. In general, Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs and disbursements. The costs and expenses commonly include but not limit to, the following:

6. 其他费用。一般情况下,律师在履行本协议下的法律服务时将产生各种费用和支出。客户同意支付所有的费用和支出以及每小时的咨询费。费用和支出通常包括但不限于：

a) Fees fixed by administrative, law enforcement, public agencies, notary, or assessed by other professional agencies;

b) Long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs;

c) Travel costs including parking, mileage, transportation, meals and hotel costs;

d) Investigation expenses and consultants' fees and other similar items. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

e) Other costs and expenses agreed by Client.
（一）由行政、司法、公共机构、公证及其他专业顾问等部门收取的费用；
（二）长途电话费，信使和其他递送费，邮费，复印和其他复制费用；
（三）差旅费用，包括停车场，运费，交通费，膳食费及住宿费用；
（四）调查费和顾问费及其他类似项目的费用。为了帮助客户的法律事务，可能有必要聘请顾问或
研究者。客户同意支付这些聘请费用。律师将选择和雇用顾问或调查人员，并通知客户关于已选的
人员及其他们的费用。
（五）征得客户同意后支付的其它费用。

7. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may
withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement,
refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would
render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all
unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon
Client's request, deliver Client's file and property in Attorney's possession, whether or not Client has paid for
all services.

7. 免除及撤回。客户可以随时免除律师。律师可以在客户的同意下或出于正当理由撤回。正当理由
包括客户违反本协议，拒绝合作或在重大事项或任何事实或情况，不遵循律师的意见，并将使律师
继续代理的法律事项可能是非法或不道德的。当律师的服务结束，所有未付的费用将立即到期和应
付。服务结束后，应客户要求，律师将为客户提供律师拥有的文件和财产，不管客户是否已支付了
所有服务的费用。

8. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in
Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter.
Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are
expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may
vary from estimates given.

8. 免责声明保证和估计。在本协议和律师的陈述中未给客户陈述的任何内容将被解释为关于该事项
的结果的承诺或保证。律师没有这样的承诺或保证。关于该事项的结果，律师的意见只是表达了个
人意见。律师给出的任何费用的估计不应当作保证。实际费用可能与所给的估计费用不相同。

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other
agreement, statement, or promise made on or before the effective date of this Agreement will be binding on
the parties.

9. 完整协议。本协议包含了双方的全部协议。在本协议的生效之日或之前，无其他协议，声明，或
承诺，本协议将对双方都具有约束力。

10. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held
in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire
Agreement will be severable and remain in effect.

10. 可分割性。如果本协议中的任何规定，因某些原因，全部或部分被认定为无法执行，该条款及
其整个协议的其余部分将被分割，仍然有效。

11. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by
subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral
agreement only to the extent that the parties carry it out.

11. 后续协议修改。本协议由双方通过双方签署的书面文书或口头协议后，协议修改才生效。

12. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf
of Client commencing with the date Attorney first performed services. The date at the beginning of this
Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay
Attorney the reasonable value of any services Attorney may have performed for Client.

12. 生效日期。本协议将适用于由律师代表客户执行所有的法律事务。其生效日期律师开始执行第
一个服务之日期。本协议的开始日期仅供参考。即使本协议不生效，客户将有义务支付律师为其执行
的任何服务的合理价值。

13. DISPUTE RESOLUTION. Dispute between the parties shall be settled through friendly negotiation.
If the negotiation fails, either party has the right to submit the dispute to the Guangzhou Arbitration
Commission of China according to the arbitration rules currently in force at the time of submission to the arbitration. The arbitral award is final and binding on both parties.

13. 双方如果发生争议应当友好协商解决。如协商不成，任何一方均有权将争议提交广州仲裁委员会，按照提交仲裁时该会现行有效的仲裁规则进行仲裁，仲裁裁决是终局的，对双方均有约束力。

14. THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

14. 缔约方已阅读并理解上述条款，并且截至律师首次提供服务之日同意该条款。如果多个客户在下面签名，每个客户都同意承担各自的责任，连带所有在本协议项下的义务。客户应收到本协议完整签署后的副本。

Date: ________________

[Client Company Name]

[Name of the signatory] [Position of the signatory]
[Address of Client]

Date: ________________

[Law Firm Name]

[Name of the signatory] [Position of the signatory]
[Address of Law Firm]
訴訟委託代理契約

[2020] 粤【】律委字第【】号

委託者
甲1：株式会社【】
法定代表者：【】
住所：日本東京都【】区【】町【】

甲2：株式会社【】
法定代表者：【】
住所：日本福岡県【】市【】区【】丁目【】番【】号

受託者
乙：【】律师事务所
住所：広東省広州市【】区【】路【】号【】中心【】階

甲1、甲2（以下、「甲」と総称する）は、甲と【】市【】有限公司、【】、【】市【】有限公

司、【】市【】有限公司（以下、「債務者」と総称する）との委託契約紛争案につき、乙の弁
護士を委託代理人として招聘する。双方は誠実信用の原則に則り、協議での合意を経て、本
契約を締結し、共同でこれを遵守するものとする。

第一条 委託代理事項
（一）乙は甲の委託を受け、弁護士を甲の委託代理人として派遣する。甲を代理して上述案
件の一審訴訟、二審訴訟に参与する。

（二）甲が乙に代理を委託する具体的な事項は以下の通り。

1. 本件に関する証拠資料を収集、調査、閲覧、整理する。

2. 民事起訴状、民事上訴状、民事答弁状、財産保全申請書等の法律文書を作成する。

3. 訴訟、上訴を提起するか、答弁を提出するか、応訴を行い、第一、二審の法廷審理活動
   に参与する。

4. 訴訟財産保全を申請し、担保会社に信用担保を提供するよう依頼する。

5. 訴訟請求の承認、放棄、変更を行う。

6. 調停、和解に参与し、調停または和解協議を締結する。

7. 執行の申請、調停または和解協議の締結、執行標的の受取りまたは預かり。

8. 全ての法律文書の署名、送達、受領を行う。

第二条 乙の義務
（一）乙は【】、【】弁護士を甲の上述の案件における委託代理人に指定して出廷に当たら
る。甲は上述の弁護士がその他の弁護士、弁護士アシスタントと協力して上述の法律業務を
完成することに同意する。ただし、乙が代理弁護士を更迭する場合は、甲の書面による同意
を得なければならない。

（二）乙の弁護士は自己の専門知識と技能を充分に活用し、法律法規の規定に基づき本契約
に約定された委託事項に対し誠意を尽くして職務を果たさなければならず、甲の合法的権益
を最大限に守らなければならない。

第三条 甲の義務
（一）甲は乙の弁護士に案件の内容を如実、詳細、かつ適時に説明しなければならず、委託
代理事項に関する一切の証拠、書類及びその他事実の資料を提供し、これらの証拠資料の真
実性、合法性に対し責任を負う。甲が証拠を隠蔽した場合、これによりもたら
される全ての結果については甲が自ら責任を負う。甲は乙の弁護士の業務に積極的かつ自発
的に協力しなければならず、乙の弁護士に対し提出する要求は明確、合理的、かつ合法でな
ければならない。

（二）甲は本契約に規定する時間と金額に基づき、乙に対し、弁護士代理費用と業務費用を
支払わなければならない。

（三）乙が甲が委託代理事項に対し出した独立した判断と意思決定を尊重し、甲は判断と意
思決定による法律結果に対し自ら責任を負う。

第四条 弁護士代理費用、業務費用
弁護士代理費用
「広東省弁護士サービス費用管理実施弁法」の規定に基づき、本案の難易度・リスク・業務時間を考慮し、双方は本案に関する下記の弁護士代理費用に同意する。

1. 第一審段階
固定料金：合計日本円【】万円（税別）とする。当該部分の費用は甲が本契約を締結した日から3日以内に支払うものとする。

2. 第二審段階
固定料金：合計日本円【】万円（税別）とする。当該部分の費用は、本件第二審が開始された日、即ちいずれの一方の当事者が人民法院に上訴を提起した日から3日以内に支払うものとする。

3. 訴訟財産保全の申請、担保会社に信用担保の提供依頼
合計日本円【】万円（税別）とする。甲が発行する請求書の受領日より3日以内に支払うものとする。

4. 弁護士代理費用は下記の口座に振り込まれ、発票を取得することをもって領収済みと見做される。乙は如何なる個人間の支払いも認めることはできない。甲が弁護士費用を支払った後、乙は正式な発票を発行しなければならない。

乙の口座名：
開設銀行：
口座番号：

5. 甲が別途乙に委託した非訴訟案件の弁護士費用は、双方が別途約定した内容に基づき決済する。

（二）業務費用
乙の弁護士が甲の委託代理事項を行うことにより発生する以下の業務費用は、甲が負担するものとする。業務費用は発生情況に基づき前払いを行うかまたは実際の発生後3日以内に支払わなければならない。

1. 行政、司法、鑑定、公証、担保会社及びその他の専門機関等の第三者が徴収する費用。
2. 弁護士とアシスタントの広州市以外（郊外区域を含む）で発生する出張諸経費、食事代と宿泊代、資料に関する費用、翻訳費用、通信費用など。
3. 甲の同意を得た後に支払われたその他の費用。

第五条 契約の変更と解除
（一）甲乙双方は、協議での合意を経て本契約を変更または解除することができる。
（二）乙に以下の場合の一つがある場合、甲は契約を解除する権利を有する。

1. 甲の同意を経ずに、勝手に代理弁護士を変更した場合。
2. 乙の弁護士の業務遅延、職责を果たさないことにより甲が重大な経済損失を被った場合。

（三）甲に以下の場合の一つがある場合、乙は契約を解除するか、または甲が是正を行なうまでの間、業務を一時停止する権利を有する。

1. 甲の委託事項が、法律または弁護士業務執行規律に違反する場合。
2. 甲に事実を捏造・隠蔽し、証拠を偽造する等の情状があった場合。
3. 甲が5日経過してもなお乙に弁護士代理費用または業務費用を支払わない場合。

第六条 違約責任
（一）乙が正当な理由なく、第一条に規定された法律サービスを提供しない場合、甲は乙に支払った弁護士代理費用の一部または全部を返還するよう要求する権利を有する。ただし、甲は以下の理由で乙に弁護士代理費用と業務費用の返還を要求してはならない。

1. 甲が一方的にその他の法律事務所の弁護士に代理を委託する場合。
2. 乙が受託後、甲が乙のサービス費用が高すぎることを理由として費用の返却を要求する場合。

3. 甲が原告である時、乙の弁護士が既に訴訟準備に入っているにもかかわらず甲が提訴しないことを決定したか、または提訴したものの中甲が訴訟の取り下げを決定したか、または甲が相手側と和解・調停を行ったか、または法院が訴訟中止の裁定を下した場合。
4. 甲が被告或いは第三者である時、乙の弁護士が出廷の準備をしたものの、原告側が訴訟を取り下げたか、または甲と和解・調停を行ったか、または法院が訴訟中止の裁定を下した場合。
（二）乙の弁護士が業務の遅延、職責を果たさないことにより甲に重大な経済損失をもたらした場合、乙は加入している弁護士業務責任保険を通じて甲に対して賠償責任を負う。
（三）甲が正当な理由なく弁護士代理費用または業務費用を期限通りに支払わなかった場合、または不完全に契約を一方的に解除する場合、乙は甲が支払うべき未払いの弁護士代理費用、未精算の業務費用、および支払い遅延による利息の支払いを甲に対し要求する権利を有する。支払い遅延による利息については、中国人民銀行が規定している同期の延滞貸出利率に基づき計算する。
（四）甲が乙に提供した資料に虚偽、ミスリード、隠蔽、重大な内容の漏れおよびその他の法規違反行為があり、そのことが乙の弁護士が発表する法律意見または発行する法律文書において誤りまたは漏れをもたらし、結果乙または乙の弁護士が処罰を受けるか、または乙が第三者からの賠償請求を受けた場合、甲は乙に対し全ての賠償責任を負わなければならない。

第七条 争議の解決
（一）本契約には中華人民共和国の「契約法」、「弁護士法」、「民事訴訟法」、「仲裁法」等の法律が適用される。
（二）甲乙双方の間に争議が生じた場合は、友好的に協議により解決するものとする。協議を経ても合意に至らない場合は、いずれの当事者も広州仲裁委員会に提起する権利を有する。仲裁を提起する時点で、当該委員会の現行且つ有効な仲裁規則に基づき仲裁を行う。仲裁の裁決は終局的なものであり、甲乙双方に拘束力を有する。

第八条 特別約定
（一）本契約を締結する前に、乙が既に本案に対し業務を展開している場合、当該業務に関する甲乙双方の権利・義務は本契約の拘束を受ける。
（二）乙が合併、制度改変により名称を変更する場合、本契約に約定されている乙の全ての権利・義務は変更後の主体が有し、負担する。両方は別途契約を締結する必要がないことを確認する。

第九条 通知および送達
甲乙双方は本契約の履行により相互に発出または提供するすべての通知、書類、資料は、いずれも見開きページに記載された住所に送達することとする。一方が住所を変更する場合、先方を書面により通知しなければならない。
書類を直に引渡した場合は、引渡した時点で送達したものとみなし、郵送した場合、書留で送付した時点または投函日をもって送達したものとみなす。

第十条 その他
本契約は一式4部から成り、甲が2部を保管し、乙が2部を保管する。本契約は甲乙双方の代表が署名または捺印をした日より効力を生じる。

「以下本文無し」

甲１：株式会社【】
法定代表者：【】

甲２：株式会社【】
法定代表者：【】
【】年【】月【】日

乙：【】法律事務所
签约代表：
【】年【】月【】日
To whom it may be concerned/

Dear Sirs/阁下台鉴,

Mr. W, lawyer from Beijing DHH (Guangzhou) Law Firm entrusted by XXX Electronics Co., Ltd., (Hereinafter XXX) initiated this letter to you in regard to the disputes with XXX, Finland (Hereinafter XXX Finland) on collaborating to develop X X X PROJECT C (Hereinafter C Project).

It was testified that Ben, Ken, Jessica, and Tom, team members from XXX Finland started close contact with X X X on project of developing C both in commerce and technique since April, 2018. Based on XXX Finland’s request, XXX delivered 20 pieces of TWS samples with X X X logo to Tom, the purchasing staff of XXX Finland on April 23, 2018. Another 80 pieces of TWS samples were also already prepared to deliver as per Ben’s request, ETD final deadline 21 May, 2018, total 100 pieces of TWS samples equivalent to the value of USD 5,250 (as attached 1) and so far unpaid.

In the meantime, team of XXX has never stopped their endeavor collaborating with XXX Finland team in designing and manufacturing a satisfied C both in technology and finance until Ben suddenly announced “not move further forward” on July 5, 2018 without any care and compensation to what XXX has spent on it with NRE cost of USD 50,063 (as attached 2).

This lawyer deems that XXX Finland, as a mega enterprise in the business, should exercise his obligation under Article 5, Term of SOW, Appendix 1 to the Frame Purchase Agreement and pay XXX “fees for work in progress Deliverables” in line with attached 1 and attached 2 in total of USD 5,5313 within 5 work days after receipt of this Letter to the designated bank account as below:

BANK NAME & ADDS.: HSBC HONG KONG, NO.1 QUEENS ROAD CENTRAL HK.
ACCOUNT NAME & NO.: XXX ELECTRONICS CO., LTD.,
561 X X X X X X X X
BANK CODE: 004; SWIFT: HSBC HK HHHKH

XXX prefers the above obstacles being settled down in amicable and friendly approach and desires to collaborate with XXX Finland further in other projects. However, if their good faith turn out to be in vain, this lawyer will seek legal actions whatsoever available in China to ensure XXX’s due rights & interests in their commercial activities.

Thank you for your kind attention and looking forward to your prompt & positive reply.
XXX电子有限公司诚意希望以友好方式解决上述纠纷，也希望能其他项目继续与芬兰XXX公司进行合作。但如果中方的善意落空，本律师必将在中国寻一切法律途径为XXX电子有限公司的合法商业利益维权。

感谢您关注本函并期望能尽快得到您的正面答复。

Sincerely yours / 此致
To: 
And to: 
Re: certify the signatures of __________(D.O.B: 19 / / )

I, undersigned, __________, residing in the city of Guangzhou, China, a lawyer qualifying to practice law in China and with good standing with the lawyer regulatory organization, DO CERTIFY AND ATTEST that the document(s) hereto annexed is/are signed and executed by your client whose ID attached hereinafter. I use my professionally prudence to identify the person and compare the photo in the ID and the person appearing before me and supervised the signing process.
I hereby agree and undertake to keep all documents and the information of your client in strict confidence. I hereby agree and undertake to indemnify and save harmless XXX and XXXXXXX, his/its successors and all assigns at all times from and all losses, damages, costs, expenses, taxes, penalties, claims, demands, actions, proceedings, obligations or liabilities, directly or indirectly, whatsoever arising out of my negligence or intention to have a wrong person to sign the documents.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed my Seal of Office at this day of April, 20.

Your company’s seal here _______________________.

Lawyer Print Name:
[date]
Client:
Authorized Director:
Address:

Re: Waiver of Conflict – [insert other client’s name]

Dear Sir:

Pursuant to our discussion, this letter confirms [ ] (“our Firm”) has been asked to represent/act as legal counsel [insert other client’s name] in connection with [name the project]. We request your consent to this representation/engagement and waive any objections to any conflicts of interest related to our Firm’s representation/engagement of [insert other client’s name]. Your consent and waiver would be conditioned on the following:

1. Our Firm will continue to represent/act as legal counsel of you on all matters on which it is currently engaged to represent you.

2. Our Firm has received consent from [insert other client’s name] to continue to represent you on other matters and [insert other client’s name] has waived any objections to any conflicts of interest created by our Firm’s current and future representation of you in matters other than the disputes between you and [insert other client’s name].

3. If the relationship between you and [insert other client’s name] moves into litigation, arbitration, or other similar dispute, our Firm would not represent either party unless additional waiver of conflict of interest has been obtained from both you and [insert other client’s name].

4. Notwithstanding any consent or waiver provided by you or [insert other client’s name], our Firm will continue to protect confidential information learned during our Firm’s representation of you and will not share this information with [insert other client’s name].

Thank you for your willingness to consent to our Firm’s representation of [insert other client’s name]. We ask that you sign below and return a copy of this letter with your signature signifying your consent and waiver.

Sincerely,

Authorized Director

[ Firm Name ]

Confirmation of Consent and Waiver of Conflict

We have been duly informed the abovementioned conflicts of interest and obtained independent counsel advice accordingly. We confirm and consent to [ ]’s representation of/engagement with [insert other client’s name] in connection with [name the project], as described above, and waive any objections to any conflicts of interest related to this representation, subject to the conditions detailed in this letter.

____________________________
Authorized Director

[Client]
CONFIDENTIALITY UNDERTAKING

We understand [Company Name] Co., Ltd. or its subsidiary (“Client”) is conducting a competing process (“RFP Process”) to select a law firm for its [Project Description] in [Territory] (“Project”). In consideration of Client’s releasing Confidential Information (as defined below) to us, we undertake as follows.

"Confidential Information" means:
(a) the terms and conditions of this confidentiality undertaking and the fact of its existence;
(b) the existence of the RFP Process;
(c) business, financial, operational, legal or other information or data of any kind and in any form released by Client to us in connection with the Project.

1. Confidentiality Undertaking

Subject to paragraph 2, we will:
(a) treat all Confidential Information as secret and confidential;
(b) only disclose the Confidential Information to the partners, lawyers or other employees of our firm who need to receive and consider the Confidential Information for the purposes of the RFP Process;
(c) subject to paragraph 1(b), not disclose the Confidential Information to anyone else without Client’s prior written consent; and
(d) not use the Confidential Information for any purpose other than in relation to the RFP Process.

Any person referred to in paragraph 1(b) will be expressly informed of the confidential nature of the Confidential Information and the purpose for which it may be used and we will be responsible for procuring their compliance with the terms of this letter as if they were subject to the same obligations to Client as we are subject to under this letter.

2. Exceptions

We will be under no obligation to keep confidential any Confidential Information which:
(a) was already in the public domain and known to us at the time of its disclosure to us by Client; or
(b) comes into the public domain (other than by reason of a breach of the undertakings given pursuant to this Letter); or
(c) is supplied to us by a third party who is not, so far as we are reasonably aware, in breach of any duty of confidentiality owed to Client.

We and any person referred to in paragraph 1(b) will be entitled to disclose any Confidential Information if and to the extent that we or such person is required or requested to do so by any law or by any court or regulatory agency or authority in any jurisdiction, provided that we will, if we are permitted to do so, notify Client as soon as possible upon becoming aware of any such requirement.

3. Returning Confidential Information
Following termination of any discussions relating to the RFP Process or our involvement with it, we will, upon receipt of a written request from Client:

(a) return to Client or destroy all documents and all other materials containing or reflecting any Confidential Information, together with any copies, which are in our possession or control or in the possession or control of any of our partners, lawyers, employees and which are in a form capable of delivery or destruction; and

(b) expunge all Confidential Information from any computer, word processor or similar device into which it was programmed by us or by our partners, lawyers, employees.

We acknowledge that neither the return of any Confidential Information nor the expunging of any of the same from our records will release us from our obligations under this Letter.

4. **Duration**

The obligations undertaken by us under this Letter will be continuing for a period of [___] years from the date of this letter.

5. **Governing Law**

This letter shall be governed by and construed in accordance with the laws of the [Country]. Any dispute arising out of or in connection with this Letter will be irrevocably submit to [Arbitration Commission] for arbitration. The place and venue of arbitration is in [Place].

6. **Third Parties**

The parties to this letter do not intend that any term of this letter should be enforceable by any person who is not a party to this letter.

Yours faithfully,

For and on behalf of [please insert name of your firm]
Proposal for China Customs Royalty-Focused Audit Advisory Services

1. Background

China Customs has begun launching royalty-focused audit campaign. Recently,【  】 was requested by Customs to conduct self-assessment on the non-trade payments (particularly the royalty fee) from 【  】 to 【  】. Given the technicality and complexity of royalty customs audit and complexity of business work, management of 【  】 hope 【  】 could provide professional advisory service to help conduct self-assessment on non-trade payments, to lower customs risk and to enhance business compliance.

2. Scope of Services

Phase 1: Preparation of the initial self-assessment report

As required by Customs, we will assist 【  】 to prepare the initial self-assessment report and accompany 【  】’s representatives to submit the report to Customs. Our specific tasks of this phase are as follows:
1) Discuss and agree self-assessment strategy with 【  】 according to the informal discussed with Customs;
2) Review the collected information and documents to carry out high-level analysis and figure out information/samples to be submitted;
3) Assist 【  】 to prepare the self-assessment report related to non-trade payment arrangements (particularly royalty payment) based on the agreed strategy with Management;(Chinese word format)
4) Have an internal meeting/con-call with 【  】 to explain our report, clarify Management’s questions and advise focuses during the report submission;
5) Assist to line up the first meeting (one meeting) with Customs to submit the self-assessment report.
6) Accompany 【  】’s representatives to have the first meeting with Customs, aiming to:
   · Submit the self-assessment report
   · Explain 【  】’s position to Customs
   · Response Customs’ queries on the report
   · Clarify Customs’ follow-up requests, if any
7) Debrief the first customs meeting with 【  】 , interpret Customs’ follow-up requests, advise next step strategy, and summarize the above in a meeting minute in bullet points for reference.

Phase 2: Follow-up support on self-assessment/customs audit

According to our experience, Customs may have further requests and/or follow-up meetings after the submission of initial self-assessment report. Hence, we will be happy to provide our follow-up support on ad-hoc basis. In general, our services in this Phase could be included as follows:

1. Assessment of potential customs risks
   1) Have one technical training to provide an interpretation on the customs rules and regulations relating to the royalty valuation to the staff from multiple departments;
   2) Conduct 2-3 day fieldwork(further information request list and agenda will be provided) at 【  】 to gain better understanding of:
      · High level operation and business plan, etc.;
   3) Keep abreast of and update 【  】 with any new developments at GAC and local Customs regarding royalty audits;
   4) Evaluate potential risks 【  】 would be susceptible to (e.g. customs duty, import VAT, interest surcharge, and potential penalty);
   5) Recommend concrete steps to mitigate customs risks based on the above observations and risk assessments;
   6) Summarize our findings and recommendations in an executive summary in PowerPoint format, and report it to 【  】’s Management.

2. Ongoing support on ad-hoc basis for the whole customs audit
1) Mock China customs audit to prepare the working plan including audit method, main focuses, responsible department, timeline, etc.;
2) Collect and prepare evidences, including required documents, financial data and explanation letters, to mitigate duty liabilities; (Multiple rounds of submissions expected)
3) Accompany [ ]’s representatives to meet with Customs and provide technical advices and practical supports during the qualitative and quantitative negotiations with Customs; (Multiple rounds of negotiations with different level Customs expected)
4) Estimate the probability of different potential negotiation results and the respective tax exposure amounts, and recommend preferred negotiation strategies accordingly;
5) Assist [ ] in dealing with Customs’ possible investigations on the ground of [ ]; (Multiple rounds of on-site investigations expected)
6) Facilitate communications with [ ] HQ and report on the case progress regularly, if needed;
7) Assist in resolving disputes between Customs and [ ] to reach optimal negotiation results;
8) Follow up to finalize with Customs the negotiated qualitative and quantitative results;
9) Evaluate the amounts of tax payable, interest surcharge, and potential penalty (if any) based on the negotiation results and assist in applying for interest surcharge and/or penalty waivers;
10) Assist [ ] to close the customs audit in a potential favor result.

3. Fees, expense and billing arrangements

Professional Fee

Our fees for the services will be based on the number of partners, the seniority of staff required, the degree of skill and responsibility involved, the resources required, and appropriate fee rates. We set forth our estimated service fees as below:

Phase 1 Preparation of the initial self-assessment report [ ]

Phase 2 Follow-up support on self-assessment/customs audit At actual time cost basis

Due to the complexity and uncertainty of Phase 2’s service, and based on our past experience in assistance of similar projects, we will charge our professional fees for Phase 2 based on actual time happened. For Management reference, we estimate our service fee and expense in Phase 2 will be in range of RMB [ ] - [ ].

If, during the term of this Agreement, we determine that any additional work is necessary, whether at your request or because the complexity of the project increases, we will promptly contact you to discuss any adjustments to the scope of work or our fees.

Please note that our above service see will include: 1) other out-of-pocket expenses, such as transportation expense and accommodation expenses etc., and 2) a Local Surcharge at the rate of 0.725% will be imposed on the total amount of service fees and out-of-pocket expenses.

Billing Agreement

We will: 1) bill Phase 1 service fee RMB [ ] upon our completion of Phase 1; 2) summary our actual time cost and service fee monthly and bill our service fee quarterly confirmed by [ ] during our service in Phase 2.
专题二

公司管理类
Dated [*]

and

and

and

SHAREHOLDERS AGREEMENT
(AS AMENDED AND RESTATED)
Shareholders Agreement

This Agreement is made on [●]

Among:
(1) A;
(2) B;
(3) C; and
(4) D.

The Shareholders wish to enter into this Agreement to set out the rights and obligations of each Shareholder, and the relationship between the Shareholders, in respect of the Company.

It is agreed as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, terms in bold text in the Chinese version of this Agreement (including the recitals) and terms with capitalised initials in the English version of this Agreement (including the recitals) shall have the meanings ascribed to them in Part A of Schedule 1.

1.2 Interpretation

Unless the context otherwise requires, the provisions set out in Part B of Schedule 1 shall apply to this Agreement.

Part 1 – The Company

2 THE COMPANY

2.1 Establishment

In accordance with the Company Law of the People's Republic of China, establish the Company as __________________。

2.2 Nature of the Company

The Company shall be a limited liability company. No Shareholder shall be liable to contribute to the Registered Capital except where specifically provided for pursuant to this Agreement. No Shareholder shall be liable for the debts or obligations of the Company, and the Company shall be liable for its debts to the extent of all its assets. Subject to the other provisions of this Agreement, unless otherwise agreed by the Shareholders, the profits of the Company shall be shared by the Shareholders in proportion to the respective percentage of Equity Interests held by each Shareholder from time to time.

2.3 Name and address of the Company

2.3.1 The name of the Company is “_______________” in Chinese and “_______________” in English.

2.3.2 The registered address of the Company shall be ____________________.

2.4 Compliance with PRC laws

The activities of the Company shall be governed by PRC laws. The Company shall enjoy all the protection, privileges, rights and benefits conferred by PRC laws.
3 TERM OF OPERATION

The Company shall have a term of operation of 30 years from the date that SAMR first issues a business licence to the Company. If the Shareholders agree to extend the term of operation of the Company, the Shareholders shall, at least six months prior to the expiry of the term of operation of the Company or such other time as may be required by PRC laws, apply to the relevant Approval Authorities for extension of the term of operation for further periods of five years each.

4 THE BUSINESS

4.1 Conduct of Business

4.1.1 The Shareholders agree that their rights in the Company shall be regulated by this Agreement and the Amended and Restated Articles of Association. The Shareholders agree to be bound by and comply with the provisions of this Agreement which relate to them.

4.1.2 The Shareholders shall:

(i) promote the best interests of the Company;

(ii) ensure that the Company performs all of its obligations under the Amended and Restated Articles of Association and complies with this Agreement as if the Company was a party to this Agreement;

(iii) ensure that the Company conducts its business in accordance with the Business Plans, Budgets and Interim Budgets and in compliance with PRC laws; and

(iv) ensure that the Company adopts, maintains, updates and enforces policies and procedures in relation to legal and regulatory compliance, and that these policies and procedures: (i) fulfil all requirements imposed by PRC laws; and (ii) shall, in any event, be of a standard at least equal to that of the equivalent policies and procedures of the UBS Group, even if such standard possibly exceeds the requirements of PRC laws.

4.1.3 The Shareholders agree that the Company shall only enter into Connected Party Transactions that are on normal commercial terms.

4.2 Scope of Business

4.2.1 The business scope of the Company shall be:

5 REGISTERED CAPITAL

5.1 Registered capital

The Registered Capital shall be RMB _________.

5.2 Equity Interests

The names of the Shareholders, amount of Equity Interests, form of contribution and their contribution as a percentage of the Registered Capital of the Company are as follows:

<table>
<thead>
<tr>
<th>Name of Shareholder</th>
<th>Amount of Equity Interests (RMB)</th>
<th>Percentage of the Registered Capital</th>
<th>Form of contribution</th>
</tr>
</thead>
<tbody>
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<td>Total</td>
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</tbody>
</table>
6 THE SHAREHOLDERS’ MEETING

6.1 Powers
The Shareholders’ meeting shall be the highest organ of authority of the Company and shall only exercise the following powers:

6.1.1 to pass resolutions on any increase in or reduction of, or any change to, the Registered Capital;
6.1.2 to amend the Amended and Restated Articles of Association;
6.1.3 to pass resolutions on matters such as any merger, consolidation or amalgamation of business or other business combination or any sale, transfer or other disposal of all or substantially all of the Company’s assets, and any merger, division, change in corporate form, dissolution or liquidation of the Company;
6.1.4 to decide on the overall operating strategy and investment plans of the Company;
6.1.5 to elect, remove or replace Directors (including the re-election of existing Directors), and to decide on matters concerning the remuneration of Directors;
6.1.6 to approve any change of name of the Company;
6.1.7 to approve any change of the registered address of the Company;
6.1.8 to elect, remove and replace the Supervisors elected from the representatives of the Shareholders, and to decide on matters concerning the remuneration of Supervisors;
6.1.9 to consider and approve reports of the Board;
6.1.10 to consider and approve reports of the Supervisory Committee;
6.1.11 to consider and approve Draft Budgets and to approve any material departure from Budgets or Interim Budgets;
6.1.12 to consider and approve the profit distribution plans and the plans for making up losses of the Company;
6.1.13 to pass resolutions on the issue of corporate bonds of the Company;
6.1.14 to approve guidelines relating to connected party transactions, to approve any amendments to such guidelines, and to approve connected party transactions as required by and in accordance with such guidelines; and
6.1.15 to approve any matter that is specifically stated by PRC law, in this Agreement or the Amended and Restated Articles of Association to be decided by the Shareholders.

6.2 Attendance at Meetings
Meetings of the Shareholders shall be attended by the Shareholders in person or by an authorised representative or proxy. An authorised representative or proxy attending a meeting of the Shareholders on behalf of a Shareholder shall be in possession of an authorisation letter or a letter of proxy. The authorisation letter or letter of proxy shall specify the name and scope of authority of the authorised representative or proxy, and shall be signed by the legal representative of the Shareholder and imprinted with the company chop of the Shareholder, delivered to the Company and copied to each of the other Shareholders of the Company.

6.3 Voting
6.3.1 On each matter to be decided by the Shareholders at a meeting of the Shareholders, each Shareholder has voting rights that are proportional to its percentage holding of the total Equity Interests.
6.3.2 Any resolution passed by the Shareholders in respect of the matters set out in Clauses to or any other matter in respect of which a special resolution is required under PRC laws, shall only
take effect with the affirmative votes of one or more Shareholders present at the meeting in person or by proxy together representing two-thirds or more of all voting rights of the Shareholders.

6.3.3 Any resolution passed by the Shareholders in respect of any matter set out in Clause to Clause or any other matter in respect of which an ordinary resolution is required under PRC laws, shall only take effect with the affirmative votes of more than one-half of all the Shareholders represented and voting at the meeting.

6.3.4 In any discussion or approval by the Shareholders in respect of connected party transactions, the relevant connected Shareholder shall not participate in the voting.

6.3.5 Each Shareholder endorses the resolution passed by the Shareholders which contents are described in Schedule 8 to this Agreement and undertakes that unless the Shareholders unanimously agree, it shall not at any meeting of the Shareholders vote in favour of any amendment to the aforementioned resolution.

6.4 Relevant Events
Each Shareholder shall promptly do such acts and things and provide such assistance that may be necessary or reasonably required by the Board to effect a Relevant Event including, but not limited to:

6.4.1 executing, and procuring the Company to execute, such legal and other documentation as may be necessary or reasonably required by the Board to effect the Relevant Event, including, without limitation, where applicable, an Accession Agreement, amendment agreements in respect of the Amended and Restated Articles of Association and this Agreement and any document or application necessary for submission to the Approval Authorities;

6.4.2 taking, and procuring the Company to take, all such steps as may be required to obtain all relevant approvals, registrations and filings as soon as reasonably practicable;

6.4.3 exercising its Shareholders Rights, and instructing each Director nominated by it (or by a Nominating Group to which that Shareholder belongs) to, subject to compliance with PRC laws, exercise its rights as a Director under this Agreement and the Amended and Restated Articles of Association, in favour of the effecting of the Relevant Event and the approval of the relevant legal documents required to be signed to effect the Relevant Event or to reflect the Relevant Event;

6.4.4 if the Relevant Event is an increase in the Registered Capital or a transfer of Equity Interests, waiving any pre-emptive rights (if applicable) it may have in relation to the increase in the Registered Capital or transfer of Equity Interests (as the case may be) in writing in such form as may be required by the relevant Approval Authority, the Board and/or the Persons subscribing for or acquiring the relevant Equity Interests (as the case may be), and consenting to the transfer of Equity Interest or increase in the Registered Capital in writing (if applicable); and

6.4.5 using its best efforts to effect the Relevant Event and to do all such acts and things and provide, and procuring the Company to do all such acts and things and provide, such assistance as may be necessary or reasonably required including, without limitation, giving consents, passing resolutions, executing documents and/or procuring any Person Controlled by it to do the same to effect, as soon as reasonably practicable, the Relevant Event.

7 DIRECTORS

7.1 Composition
The Board shall be comprised of 11 Persons, ________. The Board shall only be comprised of Persons who are nominated and elected to the Board in accordance with this Agreement and the Amended and Restated Articles of Association.

7.2 Nominating Group
7.2.1 If two or more Shareholders comprise a Shareholder Nomination Group, except to the extent agreed otherwise in writing by such Shareholders, all actions to be taken by such Shareholders under this Agreement shall be undertaken jointly in their capacity as the Nominating Group.
7.3 Nomination of Directors

7.3.1 Whenever a Director submits a letter of resignation in respect of its position as a Director or a Director is due to be removed from office, the Nominating Group that nominated the outgoing Director shall have the right to nominate a candidate for election as a replacement for that Director. If any other candidates are nominated by any other Persons for election to replace that Director such nominations shall not be valid nominations.

7.3.2 In the event that a Shareholder Nomination Group fails to nominate a candidate to be elected as a Director within 30 Business Days of the date that they are notified by the Board that they have the right to nominate a candidate for election or, if a Relevant Meeting has taken place, within 30 Business Days of that Relevant Meeting, or in the event that a Shareholder Nomination Group nominates a candidate, the Nomination and Compensation Committee shall have the right to nominate an Independent Director as a candidate in place of the nomination by that Shareholder Nomination Group at the next Shareholders’ meeting. Any nomination made in the foregoing manner by the Nomination and Compensation Committee shall be deemed to have been made by such Shareholder Nomination Group.

7.3.3 If an Independent Director nominated by the Nomination and Compensation Committee on behalf of a Shareholder Nomination Group or is removed, that Shareholder Nomination Group may, when entitled to nominate a candidate and nominate a Director to replace the outgoing Independent Director.

7.3.4 If a Shareholder Nomination Group fails to nominate a candidate for election as a replacement for an outgoing Independent Director, the Nomination and Compensation Committee shall have the right to nominate a candidate for election as an Independent Director.

7.3.5 Whenever a Nominating Group has the right to nominate a candidate for election as a Director, the Board shall promptly issue a notice to the Nominating Group. Within 30 Business Days upon receipt of such notice the relevant Nominating Group may nominate a candidate for election to the Board to replace that outgoing Director by notice in writing to the Company and the other Shareholders.

7.4 Chairman

7.4.1 The Board of Directors shall appoint one Director as the Chairman and approve and confirm the replacement Chairman.

7.4.2 The General Manager shall be the legal representative of the Company and shall exercise its powers and perform its duties and responsibilities in accordance with the terms of this Agreement, the Amended and Restated Articles of Association and PRC laws.

7.5 Quorum

7.5.1 The quorum at a meeting of the Board shall be five Directors or more present in person or by proxy at the time when the relevant meeting is convened. Without prejudice to the foregoing, a Board meeting can only be convened and a resolution passed at such Board meeting if there are 10 or more Directors holding office on the Board.

7.5.2 If a Director cannot for any reason attend a meeting of the Board, he may authorise another Director in writing to attend the meeting on his behalf. A Director attending a meeting of the Board on behalf of another Director shall exercise the powers of a Director within the scope of his authorisation. A Director may only exercise one vote at a meeting of the Board if that Director attends the relevant meeting or authorises a proxy to attend on its behalf and that proxy attends and votes on behalf of the relevant Director at that meeting of the Board.

7.6 Voting

7.6.1 Each Director shall have one vote on each matter to be decided by the Board at any meeting of the Board. Any Director appointed by another Director to attend a meeting as a proxy on behalf of his appointor shall be entitled to exercise the vote of his appointor in addition to his vote.

7.6.2 Subject to the terms of the Amended and Restated Articles of Association, a resolution passed by the Board shall only take effect with the affirmative votes of more than half of the Directors present in person or by proxy at a duly convened meeting of the Board.
7.6.3 In any discussion and approval by the Board in respect of connected party transactions, any of the Directors nominated by the relevant connected Shareholder shall not participate in the voting.

7.7 Powers

7.7.1 The Board shall be accountable to the Shareholders and shall have the following functions and powers:

(i) to be responsible for convening meetings of the Shareholders and to report on its work to the Shareholders;

(ii) to implement the resolutions of the Shareholders;

(iii) to approve the Business Plan, and to formulate the operating strategy and plans, as well as the investment proposals and policies of the Company;

(iv) to formulate Draft Budgets and Interim Budgets and to adopt the Interim Budget in the event that the Shareholders have yet to approve any Draft Budget;

(v) to formulate the profit distribution plans and plans for making up losses of the Company, and subject to the approval of the Shareholders, declare or pay any dividend or other distribution on account of Equity Interests;

(vi) to formulate proposals for the issue of corporate bonds of the Company and for the increase in or reduction of the Registered Capital;

(vii) to prepare plans for the merger, division, change in corporate form, dissolution or liquidation of the Company;

(viii) to decide on the establishment of the internal management structure of the Company;

(ix) to formulate the basic management system of the Company;

(x) to approve the entry by the Company into Material Transactions;

(xi) to formulate guidelines in relation to connected party transactions in accordance with the relevant PRC laws and to approve connected party transactions as required by and in accordance with such guidelines that have been approved by the Shareholders and

(xii) ........

7.8 Indemnity

Subject to the provisions of and to the extent permitted by PRC laws, each Director shall be indemnified by the Company against all Losses incurred by him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office, including without limitation any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as a Director, representative or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by any court or tribunal.

8 SENIOR MANAGEMENT

8.1 Senior Management Personnel

The day-to-day operations of the Company shall be run by the Senior Management Personnel under the supervision of the Board. The positions comprising the Senior Management Personnel shall be but not be limited to, the following:

8.1.1 the General Manager;

8.1.2 the Deputy General Manager(s);

8.1.3 the Chief Financial Officer;
8.1.4 the Chief Compliance Officer;
8.1.5 the Board Secretary; and
8.1.6 the head and co-head of each division.

8.2 Appointment and removal of Senior Management Personnel

9 SUPERVISORY COMMITTEE

9.1 Composition
The Supervisory Committee shall be comprised of three Supervisors.

9.2 Supervisors
9.2.1 Two Supervisors shall be deemed to have been nominated by Shareholders holding 3% or more of the Equity Interests of the Company while the remaining one Supervisor shall be nominated by the employees.

9.2.2 Any Shareholder holding 3% or more of the Equity Interests of the Company shall have the right to nominate one Supervisor candidate (other than the Supervisor candidate to be nominated by the employees) for election by the Shareholders.

9.2.3 One Supervisor to be nominated by the employees shall be elected and removed by the employees of the Company through democratic election.

9.3 Chief Supervisor
The Chief Supervisor shall be elected by the entire Supervisory Committee.

9.4 Election
9.4.1 If any Supervisor position created by a Shareholders’ meeting is vacant or a Supervisor is incapacitated from performing its duties as a result of the illness, disability or death of that Supervisor, any Shareholder holding 3% or more of the Equity Interests of the Company shall have the right to nominate a Person to replace the Supervisor, and shall as soon as possible within 20 Business Days of such vacancy or incapacitation, notify the other Shareholders and the Supervisory Committee the name of its nominee replacement Supervisor.

9.4.2 If any Shareholder at any time no longer holds 3% of the Equity Interests of the Company, the Shareholders shall exercise their Shareholders Rights to immediately remove any Supervisor nominated by such Shareholder.

9.5 Quorum
9.5.1 The quorum at a meeting of the Supervisory Committee shall be three Supervisors present in person or by proxy at the time when the relevant meeting is convened.

9.5.2 If a Supervisor cannot for any reason attend a meeting of the Supervisory Committee, he may authorise another Supervisor in writing to attend the meeting on his behalf. A Supervisor attending a meeting of the Supervisors on behalf of another Supervisor shall exercise the powers of a Supervisor within the scope of his authorisation. A Supervisor who fails to attend a meeting of the Supervisory Committee in person or by proxy shall be deemed to waive its voting right at that meeting. A Supervisor may only exercise one vote at a meeting of the Supervisory Committee if that Supervisor attends the relevant meeting or authorises a proxy to attend on its behalf and that proxy attends and votes on behalf of the relevant Supervisor at that meeting of the Supervisory Committee.

9.6 Voting
9.6.1 Each Supervisor shall have one vote on each matter to be decided by the Supervisory Committee at any meeting of the Supervisory Committee. Any Supervisor appointed by another Supervisor to attend a meeting as a proxy on behalf of his appointor shall be entitled to exercise the vote of his appointor in addition to his vote.
9.6.2 Any action taken, decision made or resolution passed by the Supervisory Committee shall only take effect with the affirmative votes of one-half or more of the Supervisors present in person or by proxy at a duly convened meeting of the Supervisory Committee.

Part 3 – Termination and Liquidation of the Company

10 TERMINATION

10.1 Termination
Subject to the other provisions of this Agreement, this Agreement shall continue in full force and effect without limit in point of time until the earlier of:

10.1.1 all the Shareholders agreeing in writing to terminate this Agreement;
10.1.2 an effective resolution of the Shareholders being passed or a binding order being made for the liquidation and dissolution of the Company;
10.1.3 the expiry of the term of operation of the Company as provided for under Clause 3; or
10.1.4 all of the Shareholders transferring their Equity Interests to a Purchaser.

10.2 Accrued liabilities
Termination of this Agreement for any cause shall not release a Shareholder from any liability which at the time of termination has already accrued to another Shareholder or which thereafter may accrue in respect of any act or omission prior to such termination.

11 DEADLOCK

11.1 Deadlock
A deadlock (a “Deadlock”) shall occur in any of the situations below:

11.1.1 the Shareholders do not approve the Draft Budget on four consecutive occasions;
11.1.2 ……

11.2 Escalation procedures

11.3 Non-resolution of Deadlock
If the Deadlock is not resolved by the persons to whom it is referred within 20 Business Days of the matter being referred to them, then any Shareholder may send a notice to the Board requiring them to convene a meeting of the Shareholders immediately at short notice to consider resolutions to liquidate and dissolve the Company. At any such meeting convened, each Shareholder shall vote in favour of the resolution to liquidate and dissolve the Company and to appoint a liquidator.

12 LIQUIDATION AND DISSOLUTION

12.1 Liquidation and dissolution
12.1.1 Each Shareholder shall exercise all its Shareholders Rights so as to ensure the prompt liquidation and dissolution of the Company if the Company is to be liquidated and dissolved pursuant to an effective resolution of the Shareholders or a binding order for the liquidation and dissolution of the Company.

12.1.2 If this Agreement terminates and UBS issues a notice to the other Shareholders to the effect that the Company is to be liquidated and dissolved, each Shareholder shall exercise all its Shareholders Rights so as to ensure the prompt liquidation and dissolution of the Company.
12.2 Distributions
Any liquidation and dissolution shall take place in accordance with the provisions of PRC laws. Any assets of the Company remaining after its liquidation shall be distributed to the Shareholders in proportion to their respective Equity Interests.

Part 4 – General Provisions

13 REPRESENTATION AND WARRANTIES

13.1 Warranties
Each Shareholder warrants and represents to each other Shareholder and its legal successors in the following terms:

13.1.1 it is validly existing and is a company duly incorporated under the law of its jurisdiction of incorporation;
13.1.2 it has the legal right and full power and authority to enter into and perform this Agreement and the Amended and Restated Articles of Association;
13.1.3 subject to any necessary approvals of, and registrations and filings with, the Approval Authorities, this Agreement and the Amended and Restated Articles of Association constitute valid and binding obligations on it, in accordance with their terms;
13.1.4 subject to any necessary approvals of, and registrations and filings with, the Approval Authorities, it has obtained all approvals and other consents necessary for the valid execution and delivery of, and performance of its obligations under this Agreement and the Amended and Restated Articles of Association;
13.1.5 the execution and delivery of, and the performance by it of its obligations under this Agreement and the Amended and Restated Articles of Association will not result in a breach of any provision of its constitutional documents or result in a breach of any material agreement, licence or other instrument or of any material order, judgment, policy, regulations, decree or rule of any court, governmental agency or regulatory body to which it is a party or by which it is bound;
13.1.6 it complies with anti-money laundering laws, rules and regulations of its own jurisdiction, has established and maintains an anti-money laundering program in accordance with laws, rules and regulations of its jurisdiction and does not to its knowledge have a business relationship with any persons subject to any sanction list;
13.1.7 it is able to pay its debts as they fall due and no corporate action, legal proceedings or other procedure or step has been taken (or any analogous procedure or step has been taken in any jurisdiction) against it in relation to: (a) the liquidation, dissolution or reorganization (other than a solvent liquidation or reorganization of any of its Affiliates); or (b) the appointment of a liquidation committee (other than in respect of a solvent liquidation of any of its Affiliates) or other similar officer in respect of it;

(together, the “Warranties” and each, a “Warranty”).

13.2 Continuing Effect
The Warranties shall be deemed to be repeated throughout the term of this Agreement.

13.3 Reliance
Each Shareholder acknowledges that each other Shareholder has entered into this Agreement and other Transaction Documents in reliance upon, amongst other things, the Warranties given by it to that other Shareholder. Save as expressly otherwise provided in this Agreement, each of the Warranties given by a Shareholder shall be separate and independent and shall not be limited by reference to any other Warranty or by anything in this Agreement or the other Transaction Documents.
14 INDEMNITY

14.1 Indemnification obligation
Each Shareholder agrees and undertakes to indemnify and hold harmless each other Shareholder and its respective officers, employees, directors, agents, successors and permitted assigns (each an “Indemnified Party”) from and against all Losses (including, without limitation, indirect Losses arising from, or relating to, that Shareholder’s Affiliates, officers, employees, directors, agents, successors or permitted assigns) incurred by such other Shareholder which arise from or relate to any breach by it of any of the provisions of this Agreement and/or the Amended and Restated Articles of Association (including for the avoidance of doubt, any breach of Warranty).

14.2 Cumulative obligations
The indemnity obligations of each Shareholder shall be in addition to any liability which such Shareholder may otherwise have and shall be binding upon any successors, assigns, heirs and personal representatives of such Shareholder.

15 CONFIDENTIALITY

15.1 Obligations of confidentiality
Each Shareholder shall keep strictly confidential and not disclose or use, any documents, materials and other information in whatever form, whether technical or commercial, received or obtained by it or its Affiliates and identified in writing at the time of receipt as being “Confidential” or “Confidential Information” which relates to:

15.1.1 the matters contemplated by this Agreement;
15.1.2 the business, financial or other affairs (including future plans and targets) of the Company, a Shareholder or any of their respective Affiliates;
15.1.3 the existence or terms of this Agreement or any transaction contemplated by this Agreement; or
15.1.4 any discussions or negotiations with regard to this Agreement or any transaction contemplated by this Agreement.

15.2 Confidential Information
For the purpose of this Agreement, “Confidential Information” includes the information but does not include any document, material or other information that:

15.2.1 was lawfully in the possession of the receiving Shareholder prior to its disclosure by the disclosing Shareholder and had not been obtained from the disclosing Shareholder;
15.2.2 is or becomes generally known to the public (other than by breach of this Agreement or any other obligation of confidentiality owed between the Shareholders, or by breach of this Agreement by the receiving Shareholder of such information caused by reasons attributable to such receiving Shareholder’s representatives, agents, suppliers or contractors);
15.2.3 is or becomes available to the receiving Shareholder other than as a result of a disclosure by a Person known by the receiving Shareholder to be bound by an obligation of confidentiality to the disclosing Shareholder; or
15.2.4 is independently developed by the receiving Shareholder without reference to the Confidential Information.

15.3 Permitted disclosure and use
This Agreement or a Transaction Document shall not prohibit disclosure or use of any information if and to the extent that:

15.3.1 the disclosure or use is required by law or by any securities exchange or regulatory or governmental body having jurisdiction over the receiving Shareholder or its Affiliates, wherever situated, and whether or not the requirement has the force of law;
15.3.2 the disclosure or use is required to vest the full benefit of this Agreement or any other Transaction Document in the receiving Shareholder, as the case may be;

15.3.3 the disclosure or use is required for the purpose of any judicial, arbitration or other similar proceedings arising out of this Agreement or any other Transaction Document, the disclosure is reasonably required to be made to a Taxation authority in connection with the Taxation affairs of the receiving Shareholder or the disclosure is reasonably required for the purpose of preparing any statutory accounts of the receiving Shareholder;

15.3.4 the disclosing Shareholder has given prior written consent to the disclosure or use.

15.4 Return or destruction of Confidential Information
Each Shareholder shall, promptly following the written request of another Shareholder made on or after the termination of this Agreement, return to the requesting Shareholder, account for, or destroy, all Confidential Information relating to the requesting Shareholder and/or any of its Affiliates provided to it or to the Persons and issue a certificate, signed by that Shareholder confirming the same, provided that:

15.4.1 that Shareholder and its Affiliates may retain any Confidential Information as may be required by any Applicable Laws or its internal compliance procedures or is contained or referred to in board minutes or in documents referred to therein; and

15.4.2 that Shareholder, its Affiliates and the advisors of that Shareholder and its Affiliates may keep one copy of any documents in their possession for record purposes,

in any case without prejudice to any duties of confidentiality in relation to such Confidential Information contained in this Agreement.

16 NOTICES
Any information, notice, claim or demand in connection with this Agreement or with any arbitration under this Agreement shall be in writing in English and Chinese (if there is any inconsistency between the two versions, the Chinese version shall prevail) (each a “Notice”) and shall be sufficiently given or served if delivered or sent:

in the case of A to:

in the case of B to:

in the case of C to:

in the case of D to:

or in any case to such other address, email address or fax number as notified by the relevant Shareholder to the other Shareholders. Any Notice may be delivered by hand, by facsimile (with confirmation receipt followed by first-class mail posted within 24 hours), by email, or by guaranteed overnight courier. Without prejudice to the foregoing, any Notice shall be deemed to have been received on the next Business Day, if sent by facsimile, or three Business Days from the time of posting, if sent by overnight courier, or at the time of delivery, if delivered by hand to the above address, or at the time a confirmation of transmission appears in the inbox of the Shareholder serving the Notice, if delivered by email.

17 MISCELLANEOUS
17.1 Assignment
17.1.1 If any Shareholder transfers its Equity Interests to any other Person in accordance with this Agreement, such Shareholder may following the provision of written notice to the other Shareholders, assign or transfer its rights and obligations under this Agreement to such Person, and each Shareholder consents to and shall enter into an Accession Agreement to effect such transfer or assignment of rights and obligations.
17.1.2 Any purported transfer or assignment in contravention of this Clause shall be null and void ab initio. This Agreement shall be binding on and enure to the benefit of the Shareholders and their successors and permitted assigns.

17.2 Variation
No amendment, modification or variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Shareholders and made in accordance with PRC law.

17.3 No partnership, joint venture, joint operation or agency
Nothing in this Agreement shall be deemed to constitute a partnership, joint venture or joint operation between the Shareholders nor constitute a Shareholder the agent of any other Shareholder for any purpose. In particular, no Shareholder shall hold itself out as the agent of any other Shareholder for any purpose or represent that it has authority to bind any other Shareholder in any way.

17.4 Further assurance
Each Shareholder shall, and shall use all commercially reasonable efforts to procure that any necessary third party shall, at any time upon request of another Shareholder, execute such documents and do such acts and things as the requesting Shareholder may reasonably require for the purpose of giving to the requesting Shareholder the full benefit of all the provisions of this Agreement.

17.5 Severability
If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

17.6 Costs
Unless otherwise provided in this Agreement or agreed in writing by the Shareholders, each Shareholder shall bear its own costs incurred by it in relation to the preparation, negotiation and entry into of this Agreement.

17.7 Liability
17.7.1 No failure of a Shareholder to exercise, and no delay by it in exercising, any right, power or remedy in connection with this Agreement (each a “Right”) shall operate as a waiver thereof, nor shall any single or partial exercise of any Right preclude any other or further exercise of that Right or the exercise of any other Right. The Rights provided in this Agreement are cumulative and not exclusive of any other Rights (whether provided by law or otherwise). Any express waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

17.7.2 Without prejudice to any other rights or remedies which a Shareholder may have under this Agreement, the Shareholders acknowledge and agree that damages may not be an adequate remedy for any breach of this Agreement and the seeking by the non-breaching Shareholder of the remedies of injunction, specific performance and other non-monetary remedies (in addition to damages) as permitted by law is appropriate for any threatened or actual breach of any provision of this Agreement.

17.7.3 Any liability of a Shareholder to any other Shareholder under this Agreement may in whole or in part be released, compounded or compromised, or time or indulgence may be given in respect thereof, by that other Shareholder to whom the liability is owed, provided that, the Shareholder to whom the liability is owed also grants the same in respect of any similar or like liability, or any liability that arises out of the same matter or event, of any other Shareholder under this Agreement that is owed to that Shareholder.

17.8 Exchange rate
Whenever payments to be made pursuant to this Agreement require the conversion or comparison of RMB and US Dollar sums, the exchange rate to be applied shall be the rate of exchange for RMB and US Dollar as quoted by the PBOC on the date which is the second Business Day before the relevant payment date.
17.9 Governing law
The entry into and the variation, interpretation and implementation of this Agreement shall be governed by PRC laws. Where PRC laws do not provide for an interpretation of any provision or concept in this Agreement, such provision or concept shall be interpreted in accordance with internationally accepted legal principles.

17.10 Arbitration
Any dispute or difference arising out of or in connection with this Agreement shall be referred to China International Economic and Trade Arbitration Commission, and resolved finally by means of, arbitration pursuant to the Arbitration Agreement.

17.11 Effectiveness

17.12 Counterparts
This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Shareholder may enter into this Agreement by executing any such counterpart.

17.13 Language
This Agreement is being executed in Chinese and English. Both languages shall be presumed to have the same meaning and be equally authentic. In the event of any discrepancy between the two versions, the Shareholders shall try to resolve such discrepancy through friendly discussions, failing which the Chinese version shall prevail.

17.14 Copies
There exist ____ execution copies of this Agreement in Chinese and ____ execution copies of this Agreement in English.
This Agreement is entered into by or on behalf of the Parties on the date stated on the first page of this Agreement.

For and on behalf of A
By
Name:
Title:

By
Name:
Title:

in the presence of:

For and on behalf of B.
By
Name:
Title:

in the presence of:

For and on behalf of C
By
Name:
Title:

in the presence of:

For and on behalf of D
By
Name:
Title:

in the presence of:
劳动合同书

EMPLOYMENT CONTRACT

职工姓名（乙方）：
身份证号码：
Employee (Party B):
ID Card No.:

48
使用说明
1. 双方在签订本合同前，应认真阅读本合同。本合同一经签订，即具有法律效力，双方必须严格履行。
2. 本合同必须由用人单位（甲方）的法定代表人（或者委托代理人）和职工（乙方）签字或盖章，并加盖用人单位公章（或者劳动合同专用章）。
3. 本合同中的空栏，由双方协商确定后填写，并不得违反法律、法规和相关规定；不需填写的空栏，划上“/”。
4. 工时制度分为标准工时、不定时、综合计算工时三种。实行不定时、综合计算工时工作制的，应经劳动保障部门批准。
5. 本合同的未尽事宜，可另行签订补充协议，作为本合同的附件，与本合同一并履行。
6. 本合同必须认真填写，字迹清楚、文字简练、准确，并不得擅自涂改。
7. 本合同（含附件）签订后，甲、乙双方各执一份备查。

Instructions for Use
1. The Parties shall peruse the contents prior to signing the Contract. The Contract shall have legal effect once it is duly signed by the Parties. As it is legally binding upon both Parties, the Contract must be strictly executed.
2. This Contract must be signed and stamped by the legal representative (or by the authorized person) of the employing unit (Party A) and the employee (Party B) and be affixed with the official stamp (or special stamp of Employment Contract) of the employing unit.
3. The blanks herein shall be clearly filled in by both Parties after negotiation not in violation of laws, regulations and relevant rules; if no contents, it shall be filled in “/”.
4. The working hour system is divided into three categories: standard working hours system, flexible working hours system and working hours system based on comprehensive calculation. The flexible working hour system and/or working hours system based on comprehensive calculation shall be implemented upon the approval of the labor security department.
5. Matters not stipulated hereunder shall be determined in supplementary contract, which shall be performed together with this Contact as the attachment hereto.
6. This Contract shall be filled in with ink clearly, compactly and exactly. No modification can be made by either Party at his own will.
7. After conclusion of this Contract (including the Attachment hereto), either Party shall hold one for record
Party A (Employer/the Company):
Name:
Legal representative:
Mailing address:
Type of ownership:
Foreign-invested enterprise
Tel:

Party B (Employee):
Name:
ID Card No.:
Residential address:
Mailing address:
Tel:

In accordance with Labor Law of the People’s Republic of China and Law of the People’s Republic of China on Employment Contracts and relevant provisions of the state and the province, in compliance with the principle of legality, equity, equality and free volition, consensus, honesty and credibility, the Parties hereto enter into this Contract.
1. 劳动合同期限/ TERMS OF THIS CONTRACT

1.1. 合同期 / Term of this Contract
固定期限：从____年____月____日起至____年____月____日止。
Fixed term: from the date _______ up to the date ________

1.2. 试用期 / Term of Probation Period
双方同意按以下第____种方式确定试用期（试用期包含在合同期内）:
Party A and Party B agree to determine the term of the probation period (the probation period is included in the term of this Contract) by the following No. ____ method:

(1) 无试用期。
Without probation period.
(2) 试用期从____年____月____日起至____年____月____日止。
The probation period shall be from the date ________ up to the date ________

（劳动合同期限三个月以上不满一年的，试用期不得超过一个月；劳动合同期限在一年以上不满三年的，试用期不得超过二个月；三年以上固定期限和无固定期限的劳动合同，试用期不得超过六个月。）
(Where the term of the Contract is more than three months while less than one year, the probation period shall not be more than one month; where the term of the Contract is more than one year while less than three years, the probation period shall not be more than two months; the probation period of the Contract with more than three years fixed term or the term being open-ended shall not be more than 6 months.)

2. 工作内容和工作地点 / JOB DESCRIPTION AND LOCATION OF THE JOB

2.1. 乙方的工作岗位(职务)为：______________
Party B’s Position: ______________

2.2. 乙方的工作任务或职责如下:
Party B’s job responsibility is as follows:

乙方必须:
Party B must:

i. 根据合同附件1-职位描述表中的职员职责高标准地履行岗位角色和职责;
undertake the role and carry out the duties and responsibilities associated with the Employee’s Position referred to in attachment 1-Position Description to a high standard of competence;

ii. 为执行甲方不定期合理安排给乙方的工作任务,履行其他工作职权和职责;
exercise such other powers and perform such other duties and responsibilities as Party A may from time to time reasonably confer upon the Employee;

iii. 高标准地履行工作职责且不违反甲方的最佳利益;
undertake his or her duties in a manner that demonstrates high standards of behaviour and does not act against Party A’s best interests;

iv. 在正常工作期间和其他合理必要的时间，投入全部时间，注意力和技能履行岗位职责;
devote the whole of his or her time, attention and skill during normal business hours, and at other times as reasonably necessary, to the duties of the position;

v. 勤勉，忠诚地服务甲方，并尽最大努力推进和保护甲方和集团（集团是指【 】和其关联公司）的利益;
diligently and faithfully serve Party A and use his or her best endeavours to promote and protect the interests of Party A and the Group (Group means 【 】 and its affiliated companies); and
vi. 遵守所有合法、合理的甲方向乙方提供的规章制度，政策，指引和指示。
comply with all lawful and reasonable regulations, policies, instructions and directions given to the Employee by Party A.

2.3. 乙方的工作地点
Location of Party B’s Job:
乙方主要工作地点为________。为履行甲方分配的工作职责，乙方可能需要在国内和国外出差。
Party B will work principally at the location of _______. Party B may be required to travel both domestically and internationally in the performance of their duties for Party A.

乙方知悉并同意甲方可能要求乙方临时或长期调动到不同的工作地点工作。
Party B acknowledges and agrees that Party A may require Party B to transfer either temporarily or permanently to work in a different location.

2.4. 职务调整 / Position Adjustment
甲方根据生产经营需要，或者依照乙方的能力（专业、技能）和工作表现可调整乙方工作岗位或工作地点。乙方同意甲方所作出工作岗位或工作地点的调整，具体内容以甲方发出的书面通知书为准，该通知书作为本《劳动合同》的附件并具有同等效力。
Party A may adjust Party B’s job responsibilities or location of work due to the needs of production and operation or in line with Party B’s capacity (specialty, skill). Party B hereby agrees with the adjustment in respect of the job responsibility or location of the job made by Party A. The specified content of such adjustment shall be subject to the written notice as issued by Party A, which shall be performed as the Attachment hereto and has the same effect hereto.

3. 工作时间和休息休假 / WORKING HOURS, LEAVE AND HOLIDAYS

3.1. 工作时间 / Working hours
乙方实行每日工作 8 小时，每周工作 40 小时，每周至少休息一天。
Standard working hours system, that is, Party B shall work for 8- hours every day and 40- hours every week and have at least one day’s rest. 

标准上班时间为: 周一至周五 9:00—12:30; 13:30—18:00。甲方可能不定期地更改上班时间。The standard office hours are: Monday to Friday, 9:00~12:30 and 13:30~18:00. The office hours may be varied by Party A from time to time.

3.2. 加班 / Working hours extension
考虑到加班时间的不稳定性或波动性，基于公平原则，经双方评估和确认，甲方每月支付固定数额的加班工资给乙方。甲方根据业务的实际需要，有权要求乙方进行加班，乙方应当服从加班安排。
Considering the uncertainty of the hours of overtime work, after mutual assessment and confirmation of both parties, Party A will make a fixed payment to Party B every month for the overtime work based upon the principal of fairness. Party A has right to require Party B to work overtime according to the business need and Party B shall abide by the arrangement of Party A to work overtime.

3.3. 休假 / Holiday
（1）甲方按规定给予乙方享受法定休假日、年休假、婚假、丧假、探亲假、产假、看护假等带薪假期，并按本合同约定的工资标准支付工资。
Party A will give Party B the right to take holidays, annual leave, wedding leave, funeral leave, maternity leave, nursing leave and other paid leaves, and pay Party B salaries as per the standards provided herein.

（2）若乙方违反国家或地方有关计划生育规定生育的，甲方有权不予批准相应的产假及相关的福利待遇。
If Party B violates the national or local family planning regulations, Party A shall have the right not to approve the maternity leave and related benefits.

4. 劳动报酬 / REMUNERATION
4.1. **Basic Salary**

(a) The salary for Party B is **RMB_____**/Month (Party A may determine the structures of salary); 
(b) Party B’s salary in probation period is **RMB_____**/Month (which shall not be lower than the minimum salary for the same job at Party B’s unit or 80% of the salary as stipulated herein and shall not be lower than the minimum wages standard of the city where Party A locates);

4.2. **Overtime Salary**

The salary for overtime work for Party B is **RMB_____**/Month. Party B acknowledges that Party B’s remuneration including the basic salary and overtime salary takes into account the need for any additional hours in excess of the ordinary hours which may be necessary to perform the duties and responsibilities of Party B based upon the role for which Party B has been employed. Party B shall not request additional payment or take some time off for overtime work.

4.3. **Currency**

The salary shall be paid in RMB.

4.4. **Payment time**

Party A will pay Party B’s salary on the **15th** day of every month.

4.5. **Confidentiality of remuneration**

The remuneration and other employment conditions are confidential and must not be discussed with other employees of the company.

5. **Social Insurance and Welfare**

5.1. **Social insurance**

During the term of this Contract, Party A will, in accordance with relevant provisions of the state, the province and the local government, cover retirement, medical, unemployment, work-related injuries, maternity and other social insurance for Party B, pay social insurance fees that should be borne by Party A in accordance with the stipulated payment base and proportion, and deduct social insurance fees that should be borne by individual from Party B’s salary in line with relevant provisions.
乙方患病或非因工负伤，甲方按国家和地方的规定给予医疗期和医疗待遇，按医疗保险及其他相关规定报销医疗费用，并在规定的医疗期内支付病假工资或疾病救济费。

In the event that Party B is taken ill or suffers non work-related injuries, Party A will give Party B medical treatment period and medical treatment benefits in accordance with relevant state and local regulations, reimburse medical treatment fees in accordance with medical insurance and other relevant regulations, and pay sick-leave salary or illness aid for the stipulated medical treatment period.

5.3. 奖金/Bonus
甲方根据乙方的表现和公司的业绩决定奖金的数额标准，奖金是非义务性和非契约性的。只有乙方在工作满一个日历年且在日历年的最后一天在职，并能遵守公司管理制度和根据公司要求和预期履行工作职责，甲方可考虑每年度向乙方支付相当于一个月工资的金额作为奖金。如果乙方违反公司制度或未能按要求履行工作职责，或甲方公司业绩不佳，甲方有权扣发或不发该奖金。甲方有权在每个日历年的第一季度调整奖金额度而无需乙方的同意。

Bonus will be decided by Party A based on the performance of the Employee and the performance of the business. Bonus is neither contractual nor obligatory. Only if the Employee has worked for the company for more than one calendar year and still in service on the last day of each calendar year, abide by the company regulation and perform its job responsibilities as the company requires and expects, Party A will consider paying an annual bonus equivalent of 1 months’ salary. However, in case Party B does not abide by the company regulation or fails to perform its job responsibilities as required, or the performance of Party A’s business is not good, Party A is entitled to deduct the bonus or not pay any bonus. Party A has right to adjust the amount of bonus at the first quarter of each calendar year without consent of Party B.

6. 劳动保护、劳动条件和职业危害防护
LABOR PROTECTION, WORKING CONDITIONS AND PROTECTION AGAINST OCCUPATIONAL HAZARD

6.1. 劳动保护 / Labor Protection
甲方按国家和省有关劳动保护规定提供符合国家劳动卫生标准的劳动作业场所，切实保护乙方在生产工作中的安全和健康。如乙方工作过程中可能产生职业病危害，甲方应及时告知乙方，并按《职业病防治法》的规定保护乙方的健康及其相关权益。

Party A will, in accordance with relevant regulations of the state and the province, provide Party B with a work site meeting state labor sanitation standards, and ensure Party B’s safety and health at work. In the event that Party B may be exposed to occupational disease hazard at work, Party A shall inform Party B of the situation according to facts and protect Party B’s health and relevant rights and interests in accordance with Occupational Disease Prevention Law.

6.2. 体检 / Health examinations
甲方根据乙方从事的工作岗位，可根据情况安排乙方进行体检。

Party A may carry out health examinations for Party B free of charge according to Party A’s practical situation.

6.3. 女职工的劳动保护 / Women worker’s protection
甲方按照国家、省和当地的有关规定，做好女职工的劳动保护和保健工作。

Party A will, in accordance with relevant state, provincial and local regulations, ensure female workers to be protected at work.

6.4. 工伤 / Occupational hazard
乙方患职业病、因工负伤或者因工死亡的，甲方应按《工伤保险条例》的规定办理。

In the event that Party B contracts occupational disease or suffers work-related injuries or death, Party A shall deal with it in accordance with provisions of Work-related Injury Insurance Regulations.

7. 合同的变更 / MODIFICATION OF THIS CONTRACT

7.1. 通知 / Notifying
任何一方要求变更本合同的有关内容，都应以书面形式通知对方。
In the event that either party requests to modify the Contract, it shall notify the other party in writing.

7.2. **Non modification of contract**

Where Party A modifies matters such as its name, legal representative, principal person in charge, or investor(s), the same shall not affect the execution of this Contract.

7.3. **Merger**

If Party A is merged or split up, this Contract shall remain valid and shall continue to be fulfilled by the unit(s) inheriting Party A’s rights and obligations.

7.4. **Modification**

This Contract may be modified when Party A and Party B agree to do so after consultation, and written procedures for altering the Contract shall be applied accordingly. Party A and Party B shall each hold a copy of the modified Employment Contract.

8. **Cancellation and termination of this contract**

8.1. **Cancellation**

8.1.1. **Compensation**

This Contract can be cancelled after Party A and Party B reach an agreement after consultation. In the event that Party A proposes to cancel this Contract, it shall pay economic compensation to Party B.

8.1.2. **Cancellation**

If Party B is under any of the following circumstances, Party A may cancel this Contract:

(a) Being proven to be unable to meet the conditions for employment during the probation period;

(b) Gravely violating Party A’s rules and regulations;

(c) Committing serious dereliction of duty or seeking private gain through fraudulent and unlawful practices, thereby causing substantial damage to Party A;

(d) Where Party B has established a labor relationship with another employing unit simultaneously, thereby gravely affecting the completion of his or her task at Party A, or where Party B refuses to make correction after the Party A has raised the matter;

(e) Where this Contract or the modification of this Contract is rendered invalid by reason that Party B uses the means of deception or coercion, or takes advantage of Party A’s difficulties, to cause Party A to conclude or modify this Contract that is contrary to its real intentions.

(f) Where criminal liability is pursued in accordance with the law;
(g) 乙方患病或非因工负伤，在规定的医疗期满后不能从事本合同约定的工作，也不能从事由甲方另行安排的工作的；
Where Party B is unable to take up his work as stipulated herein or any work specially arranged by Party A after completion of the prescribed period of his medical treatment for illness or not work-related injury;
(h) 乙方不能胜任工作，经过培训或者调整工作岗位，仍不能胜任工作的；
Where Party B is incompetent for his work and remains incompetent after receiving training or after readjusting the work post;
(i) 本合同订立时所依据的客观情况发生重大变化，致使本合同无法履行，经双方协商未能就变更本合同达成协议的；
Where the objective conditions taken as the basis for the conclusion of this Contract have changed so greatly that this Contract cannot be carried out, and no agreement on modification of this Contract can be reached through consultation by the Parties.
甲方按照第(g)、(h)、(i)项规定解除本合同的，需提前三十日书面通知乙方（或者额外支付乙方一个月工资），并按规定向乙方支付经济补偿，其中按第(g)项解除本合同并符合有关规定的还需支付乙方医疗补助费。
Where Party A is to cancel this Contract in accordance with items (g) (h) (i), it must give a written notice to Party B 30 days in advance (or an additional month of salary) and pay economic compensation to Party B; where Party A is to cancel this Contract in accordance with item (g) and such cancellation is in conformity with relevant provisions, Party A must pay medical subsidy to Party B.

8.1.3. 裁减人员和经济补偿 / Reduce workforce and pay compensation
有下列情形之一，甲方在履行规定程序后，可以裁减人员，并按规定支付经济补偿。If Party A is under any of the following circumstances, it may, after fulfilling regulated procedures, reduce its workforce and pay economic compensation thereto in accordance with relevant regulations:
(a) 甲方依照企业破产法规定进行重整的；
Restructuring carried out pursuant to the provisions of the Enterprise Bankruptcy Law;
(b) 甲方生产经营发生严重困难的；
Serious difficulties in production or business operations;
(c) 甲方转产、重大技术革新或者经营方式调整的；
Where Party A switches production, introduces major technological innovations, or adjusts its operational mode;
(d) 其他因劳动合同订立时所依据的客观经济情况发生重大变化，致使本合同无法履行的。
Where the objective conditions taken as the basis for the conclusion of this Contract have changed so greatly that this Contract cannot be carried out.

8.1.4. 通知 / Notice
乙方解除本合同，应当提前30日以书面形式通知甲方；在试用期内的，提前三日通知甲方。
Party B may cancel this Contract by giving a 30 days’ prior written notice to Party A; During probation period, Party B may cancel this Contract by giving a 3 days’ prior written notice to Party A.
有下列情形之一的，乙方可以解除本合同，甲方应按规定支付经济补偿：
If Party A is under any of the following circumstances, Party B may cancel this Contract and Party A shall pay economic compensation to Party B:
(a) 甲方未按照劳动合同约定提供劳动保护或者劳动条件的；
Failure to provide labor protection or working conditions as specified in the Employment Contract;
(b) 甲方未及时足额支付劳动报酬的；
Failure to pay remuneration in full and on time;
(c) 甲方未依法为乙方缴纳社会保险费的；
Failure to pay social insurance premiums for Party B in accordance with the law;

(d) 甲方向违反违反法律、法规的规定，损害乙方的权益的；
Where Party A’s rules and regulations violate the provisions of laws or regulations to the detriment of Party B’s rights and interests;

(e) 甲方以欺诈、胁迫的手段使乙方在违背真实意思的情况下订立或者变更本合同，致使本合同或者变更协议无效的；
Where this Contract is rendered invalid by reason that Party A uses the means of deception or coercion, or takes advantage of the Party B’s difficulties, to cause Party B to conclude or modify a labor contract that is contrary to its real intentions;

(f) 甲方免除自己的法定责任、排除乙方权利，致使本合同无效的；
Where this Contract is rendered invalid by reason that Party A exempts itself from legal responsibilities and denies Party B’s rights;

(g) 甲方违反法律、行政法规强制性规定，致使本合同无效的；
Where this Contract is rendered invalid by reason that Party A violates laws, administrative statutes and other compulsory regulations;

(h) 甲方以暴力、威胁或者非法限制人身自由的手段强迫乙方劳动，或者违章指挥、强令冒险作业危及乙方人身安全的；
Where Party A uses the means of violence, threats, or unlawful restrictions on personal freedom to force a Party B to work, or where Party B is instructed in violation of rules and regulations or peremptorily ordered by Party A to perform dangerous operations which threaten his or her personal safety;

(i) 法律、法规规定乙方可解除劳动合同的其他情形。
Other circumstance in which laws or administrative statutes permit Party B to terminate Employment Contract.

甲方有上述第(h)项情形的，乙方可以立即解除合同，不需事先告知用人单位。
Where Party A is under the circumstances as specified in the forgoing item (h), Party B may cancel this Contract without giving prior notice to Party A.

8.1.5. 不得解除情况 / No cancellation
有下列情形之一的，甲方向不依据《劳动合同法》第四十条、第四十一条的规定解除本合同；
Where Party B is under any of the following circumstances, Party A shall not cancel this Contract pursuant to the provisions of Article 40 and Article 41 of Employment Contract law:

(a) 乙方从事接触职业病危害作业未进行离岗前职业健康检查，或者疑似职业病病人在诊断或者医学观察期间的；
Where Party B engages in hazardous operations that expose him or her to occupational diseases and has not undergone a pre-departure occupational health examination, or where he or she is being diagnosed or is under medical observation as a patient suspected of having contracted an occupational disease;

(b) 乙方在本单位患职业病或者因工负伤并被确认丧失或者部分丧失劳动能力的；
Being confirmed as having totally or partially lost the capacity to work due to an occupational disease contracted or a work-related injury sustained at the employing unit;

(c) 乙方患有职业性病非因工负伤，在规定的医疗期内的；
Undergoing the prescribed period of medical care for an illness or a non-work-related injury;

(d) 女职工在孕期、产期、哺乳期的；
Where a female employee is pregnant, is in confinement, or nursing;

(e) 乙方在本单位工作满十五年，且距法定退休年龄不足五年的；
Having worked continuously at the employer unit for not less than 15 years and is less than 5 years away from the legal retirement age; or
8.2. 终止 / Termination

8.2.1. 终止期限 / Termination time
本合同期满或法定终止条件出现，本合同即行终止。
This Contract shall terminate immediately upon expiration of its term or the occurrence of the legal conditions for termination of this Contract.

8.2.2. 经济补偿 / Economic compensation
本合同因下列情形之一终止的，甲方应当按规定向乙方支付经济补偿：
Where this Contract terminates due to the following circumstances, Party A shall pay economic compensation to Party B in accordance with relevant provisions:

(a) 除甲方维持或者提高劳动合同约定条件续订劳动合同，乙方不同意续订的情形外，劳动合同期满的；
Where the term of this Contract expires unless Party B does not agree to renew the contract even though the conditions offered by the employer unit for renewal are the same as or better than those stipulated in this Contract;

(b) 甲方被依法宣告破产的；
Where Party A is declared bankrupt in accordance with the law;

(c) 甲方被吊销营业执照、责令关闭、撤销或者甲方决定提前解散的；
Where the employer unit has its business license revoked, is ordered to close or has its qualifications revoked, or decides to disband ahead of time;

(d) 法律、行政法规规定的其他情形。
Other circumstances specified in laws or administrative statutes.

8.2.3. 延续 / Extension
乙方有第 8.1.5 条情形之一，合同期满的，甲方应当续延乙方合同期至相应的情形消失时终止。
If Party B is under any of the circumstances specified in Clause 8.1.5, where the Contract expires, Party A shall extend its contract with Party B until the relevant circumstance ceases to exist. However, matters relating to the termination of the Contract with Party B who is confirmed to have totally or partially lost the capacity to work due to occupational diseases contracted or work-related injury sustained at the employing unit shall be handled pursuant to state and provincial regulations concerning work-related injury insurance.

8.3. 合同解除或者终止的手续 / Handover
乙方应在甲方规定的期限内向甲方办理工作交接手续，未按甲方要求办理交接手续的，乙方同意甲方扣减乙方获得的经济补偿；在乙方没有完成交接办结并获得甲方的书面认可前，甲方有权拒绝支付任何经济补偿金。
Party B should attend to procedures for the handover of his/her work within the time limit as determined by Party A. If failure to do so, Party B hereby agrees that Party A may deduct his/her economic compensation. Before Party A completes work handover and obtains Party A’s written ratification, Party A is entitled to hold any payable economic compensation.

9. 欠款扣除/ DEDUCTION OF AMOUNTS OWED
(a) If an employee borrows money for private reasons, he/she shall submit an IOU to the relevant department of the employer and specify the repayment date and method in the IOU, including the employee’s consent for the employer to deduct the amounts owed from his or her salary gradually. The employer can directly deduct the amounts owed by the employee from his or her salary every month, but the remaining salary after deduction shall be no less than the minimum amount of local monthly salary.

(b) If the amounts owed by the employee are in fact salaries paid in advance, the nature of amounts owed should be indicated as advance salaries and the employer can deduct the amounts owed when the salary should be paid. But the remaining salary after deduction shall be no less than the minimum amount of local monthly salary.

(c) If the amounts owed by the employee are money paid by the employer to the employee in advance for business which should be reimbursed, the employer should indicate in the place of reimbursement date of IOU when the employee prepares IOU that “The employer is entitled to deduct the amounts owed by the undersigned from his or her salary in case he or she cannot submit related voucher/invoice/documents, etc to have the amounts reimbursed”.

(d) If the amounts owed by the employee are money paid by the employer to the employee in advance for business which should be reimbursed, the employer can claim damages against the employee for the losses caused by the employee according to the employee contract. In such case, the employer can directly deduct compensation fees from the employee’s salary, but the reasons and amount of deduction shall be informed to the employee in advance and the amount of deduction every month shall be no more than 20% of the employee’s salary of that month and the remaining salary after deduction shall be no less than the minimum amount of local monthly salary.

(e) When the employment terminates, the employee should actively repay all the amounts owed to the employer within 14 days of the day on which the employment ends. The employee agrees the employer to directly deduct the amounts owed by the employee from his or her salary and/or economic compensation (if any), but the remaining salary after deduction shall be no less than the minimum amount of local monthly salary.

10. Confidentiality

10.1. Confidential information

Confidential information refers to any information that is confidential in nature, including but not limited to any information that is known to the employee or any Group Company (Group Company means any company that is a member of the Group) or its customers or employees that is not generally known or easily available.

“Confidential Information” means any information in respect of Party A or any Group Company (Group Company means any company which is a member of the Group) or the customers or clients of Party A or any Group Company which is within or may come to the employee’s knowledge during the course of employment concerning the organisation, methods, business or finances of Party A or any Group Company or its customers, clients or employees, other than any such information which is completely trivial and non-sensitive in nature.
10.2. 乙方将:
Party B will:
(a) 不得向任何其他人泄露任何保密信息，除非集团的员工、官员或专业顾问被授权获取这些信息;
not disclose any Confidential Information to any person other than an employee, officer or professional
advisor of the Group authorised to receive it;
(b) 不得利用任何保密信息用于个人获利;
not use any Confidential Information for personal gain;
(c) 尽最大努力防止保密信息的泄露;
use his or her best endeavours to prevent the disclosure of Confidential Information;
(d) 将任何可疑或实际未授权披露保密信息的行为立即通知甲方或集团公司。
immediately notify Party A or Group Company of any suspected or actual unauthorised disclosure of
Confidential Information.

10.3. 乙方的保密义务在乙方终止与甲方劳动合同之后继续有效。
Party B's obligations with respect to Confidential Information will continue after the termination of the
Party B's Employment with Party A.

10.4. 乙方的保密义务不适用于进入公众领域的信息，但是直接或间接因乙方违约原因的除外。
Party B's obligations with respect to Confidential Information shall cease to apply to information that
enters the public domain other than directly or indirectly through the default of Party B.

10.5. 为避免疑问，本条款目的不是用于限制乙方应负的和本合同默示的任何忠诚义务。
To avoid doubt, this clause is not intended to limit any duty of fidelity owed by Party B and implied into
this Contract.

11. 利益冲突/ CONFLICTS OF INTEREST

11.1. 乙方在雇佣期间，未经甲方书面同意，不得直接或间接对任何与甲方或任何集团公司竞争的业务或职业享有权益，或提供服务，或经营，或提供财务支持，但本条款不会阻碍乙方持有（无论是直接或间接）公开证券交易所上市挂牌上市的股票，只要乙方持有的任何公司的股份不超过已发行股本的5%。
Party B must not, while employed by Party A, without the written approval of Party A, be directly or
indirectly interested in, engaged or concerned with, or assist financially, any business or occupation
which competes with Party A or any Group Company, but this clause shall not prohibit the holding
(whether directly or indirectly) of shares listed on a recognised stock exchange so long as Party B does
not hold more than 5% of the issued capital of any company.

11.2. 未经甲方书面同意，乙方不得接受，无论是直接或间接，来自任何供应商，顾客，或其他与甲方或集团公司的交易方的金钱或实物形式的诱惑，酬谢或其他好处。乙方必须将任何上述行为及时通知甲方。
Without the prior written consent of Party A, Party B must not accept, whether directly or indirectly, any
inducement or reward or other benefit either in money or kind from any supplier, customer, or other
person dealing with Party A or the Group Company. Party B must notify Party A as soon as practicable
of any such interaction.

12. 知识产权归属/ OWNERSHIP OF INTELLECTUAL PROPERTY

12.1. 任何与甲方或集团公司活动有关的创作或发表的原创作品，项目，设计，系统或材料（包括由乙方研发或创造的发明创造，专利，商标，著作权或其他方法，流程）属于甲方的独有财产。
Any original work, project, design, system or material produced or published (including inventions,
patent rights, trade marks, copyright or other processes developed or created by Party B), and arising
from or developed in connection with the activities of Party A or any Group Company, shall remain the
sole property of Party A.
12.2. 乙方必须签署所有文件及进行任何其他为了让甲方获得 13.1 条的所有利益而可能需要的行为。
Party B must sign all documents and do any other action as may be required to give Party A the full benefit of clause 13.1.

12.3. 乙方放弃由乙方在公司任职期间创造的任何作品或材料上的任何精神权利（指中国著作权法规定的精神权利）。
Party B waives any moral rights (as defined in the PRC Copyright Law) in any works or materials Party B creates during Party B’s Employment with the Company.

13. 因履行本合同发生争议的解决办法
SOLUTION FOR DISPUTES ARISING OUT OF PERFORMANCE OF THIS CONTRACT
双方履行本合同如发生争议，可先协商解决；不愿协商或协商不成的，任何一方可在法定仲裁时效内向甲方所在地有管辖权的劳动争议仲裁委员会申请仲裁。对仲裁裁决不服的，可在法定期限内向甲方所在地人民法院提起诉讼。
Any dispute arising from performance of this Contract shall be settled through amicable negotiation; in case of unwillingness in negotiation or failure in settlement through negotiation, either Party may apply to the labor arbitration committee where Party A is located with jurisdiction within the legal arbitration prescribed time limit. If any party is not satisfied with the decision of arbitration, the party may bring a lawsuit to the court where Party A locates within the prescribed time limit.

14. 违反本合同的责任 / LIABILITIES FOR BREACH OF THIS CONTRACT
甲、乙双方任何一方违反本合同规定给对方造成经济损失的，应根据损失情况承担赔偿责任。
Where either Party’s breach of this Contract brings economic loss to the other Party, the Party in fault shall bear the liability for compensation according to the loss.

15. 通知和送达 / NOTICE AND SERVICE
甲乙双方在本合同履行过程中相互发出或者提供的所有通知（包括解除和终止本合同的通知）、文件、文书、资料等，均可以当面交付或以本合同所列明的通讯地址履行送达义务，并具有法律送达效力。一方如果迁址或变更电话，应当及时书面通知另一方，否则视为没有变更。
All notices (including the notices on cancellation and termination of this Contract), documents, writs, data, etc. issued or provided by the Parties in performance of this Contract may be hand-delivered or be served to the mailing address as specified herein, both of which have the legal effect of service of process. In case that either Party changes its address or telephone, it shall notify the other Party in written in due time, failing which, it shall be deemed that the address was made no change.

16. 其他 / MISCELLANEOUS
16.1. 未尽事宜 / Matters not stipulated
本合同未尽事宜，按国家和地方有关政策规定办理。在合同期内，如本合同任何条款与国家、省有关劳动管理新规定相抵触的或违反了任何所适用的法律条款或有效规定，则该条款将被双方视为从本合同中删除，但本合同的其他条款不受影响，仍然具有完整效力。
Matters not stipulated herein shall be handled in accordance with relevant policies of the state and local government. Within the term of this Contract, in case that any clause hereunder is in compliance with the regulations relating to labor management latest published by the state and the province or breach any provision of applicable law or competent regulation, such provision shall be regarded between the Parties as deleted from this Contract; nevertheless all other provisions of this Contract shall where unaffected continue in full force and effect.

16.2. 文件规定 / Regulations
本合同附件《职位描述表》是合同组成的一部分，与本合同具有同等效力。员工确认在其阅读、了解、签收《公司规章制度》后，将严格遵守该制度的规定，该《公司规章制度》构成本合同的一部分，与本合同具有同等效力。
The attachment Position Description constitutes a part of this contract, having the same effect as this contract. The Employee confirms that the Employee will strictly abide by the Company Regulation.
Manual after reading, understanding and acknowledging receipt of the regulation. The Company Regulation Manual constitutes a part of this contract and has the same effect as this contract.

16.3. 语言/Language

本合同以中英文书写，若有任何不一致之处，以中文版为准。
This contract is written in Chinese and English, if there is any discrepancy between two versions, the Chinese version shall prevail.

本合同（含附件）一式两份，双方各持一份，均具有同等法律效力。
This Contract (including Attachment hereto) is in duplicate with each party holding one which bear equal legal effects.

Party A: (stamp)  
甲方: (盖章)
法定代表人
（委托代理人）:
Legal Representative
(Authorized Person)

__________________________  
签名  
(Signature)

______年____月____日  
Date:  

Party B: (signature or stamp)  
乙方: （签名或盖章）

__________________________  
签名  
(Signature)

______年____月____日  
Date:
本人（员工姓名：________；身份证号：_________________）兹确认签字并收到（或已阅读）以下文件（收到并持有的文件后面填写“收到”；已阅读的文件填写“已阅读”）：

I (name of the employee: _______; ID No.: ________________) hereby confirm that I have signed and received (or read) the following documents (please fill in “received” following the document received and held by you, and fill in “read” for the documents you have read):

1. 202年____月____日与__________公司签订的《劳动合同书》（__________）[收到后，请填“收到”]:
   Employment Contract concluded with[ Company Limited], dated ________ (__________) (please fill in “received” after receiving);

2. 劳动合同书的附件《职位描述表》一份(__________________);
   Position Description attached to the Employment Contract (__________________);

乙方签字:  __________
Party B’ Signature: ________________

签收日期:   _____年_____月_____日
Date of Receipt: ____________________

(附: 乙方身份证复印件，本人签名)
(Attachments: A copy of the Identity Card of Party B with his/her signature)
EMPLOYMENT CONTRACT

[Employer], a corporation, located at [address of employer], and [Employee], of [address of employee], in consideration of the mutual promises made herein, agree as follows:

ARTICLE 1. EMPLOYMENT

Term

Section 1.01. Employer employs Employee and Employee hereby accepts employment with Employer. The term of employment begins on [date] and ends on [date].

Agreement Subject to Termination

Section 1.02. This agreement may be terminated as provided in Article 7 and Section 1.03.

“At Will” Employment

Section 1.03 Employee’s employment with Employer is “at will.” “At will” is defined as allowing either Employee or Employer to terminate the Agreement at any time, for any reason permitted by law, with or without cause.

Probation Period

Section 1.04 It is understood and agreed that the first ninety (90) days of employment shall constitute a probationary period during which period the Employer may, in its absolute discretion, terminate the Employee's employment, for any reason without notice or cause. During probation period, the hourly rate is $______.

ARTICLE 2. EMPLOYEE’S DUTIES

General Description

Section 2.01. (a) Employee is hired by Employer as an [job position of employee], to [describe job duties].
2.01. (a) 雇主雇佣雇员担任公司 ____________________ 一职，工作职责是 __________________________ [职责描述]。

(b) Employee shall perform services at Employer’s ____________________ [job location of employee], or certain places operated or designated by Employer.

(b) 雇员应当在雇主的 ____________________ [工作地点或办公室地址],或者其他指定地点提供雇佣服务。

Mutual Consent for Change of Duties
双方同意下的职责更改

Section 2.03. The duties of Employee may be changed from time to time by the mutual consent of Employer and Employee without resulting in a rescission of this contract. Notwithstanding any such change, the employment of Employee shall be construed as continuing under this agreement as modified.

2.03. 经雇主和雇员的双方同意，雇员的职责可以随时更改，而不会导致本合同的解除。即使有 任何此类更改，根据修正的本协议雇员的雇佣应被视为继续有效。

Indemnification for Negligence or Misconduct
对过失或不当行为的赔偿

Section 2.04. Employee shall indemnify and hold harmless Employer from all liability for loss, damage, or injury to persons or property resulting from the negligence or misconduct of Employee.

2.04. 对于因雇员的疏忽或不当行为而对人身或财产造成的损失、损害或伤害，雇员应负有一切 责任及赔偿。

ARTICLE 3. COMPENSATION OF EMPLOYEE
第三章、雇员的薪酬

Salary
工资

Section 3.01. As compensation for services rendered under this contract, Employee shall be entitled to an annualized pre-tax salary $_______ payable monthly of $_______ on the last working day of every month during the period of employment, prorated for any partial employment period.

3.01. 雇员根据本合同提供的服务应获得税前年薪 $_______ 美元的薪酬; 在雇佣期间，雇主应于每 月最后一个工作日每月一次地支付雇员工资 $_______ 美元; 对于任何不足一个月的雇佣期间，雇主 应按照雇员实际工作时间按照比例支付工资。

Bonus
提成

Section 3.02. It is understood and agreed that Employee shall be entitled to a bonus of _______% (twenty percent) of annualized pre-tax salary within twelve (12) months from the date of execution of this Agreement, payable upon full payment of contract or purchase order prices on the last working day of every six (6) months.

3.02. 本协议双方在此承认和同意，自本合同生效之日起的 12 个月内雇员将获得上述工资的 _______%作为奖金，该笔奖金将在所有合同或订单货款收齐后在每半年的最后一个工作日发放。

Section 3.03. It is understood and agreed that Employee shall be entitled to a bonus of _______% (one percent) of total sales income generated from sales contract(s) or purchase order(s) placed by new client(s) developed by Employee from the thirteenth (13th) months from the date of execution of this Agreement till end of employment period.

Sales income generated from existing client(s) prior to the execution of this Contract (“existing clients”) shall not be considered as the basis of such bonus herein, unless new sales contract(s) or purchase order(s) placed by existing clients developed by Employee during employment period.

Such bonus set above shall be payable upon full payment of contract or purchase order prices on the last working day of every six (6) months.
ARTICLE 4. EMPLOYEE BENEFITS
第四章 雇员福利

Health Plan
健康保险

Section 4.01. The Employer shall at its expense provide the Employee with the Health Plan that is currently in place or as may be in place from time to time.
4.01. 雇主应当为雇员提供和支付当前雇主正在提供的，或者雇主在适当时候会到位的健康保险。

ARTICLE 5. REIMBURSABLE EMPLOYEE EXPENSES
第五章 雇员费用报销

Travel, Entertainment, and Other Expenses
旅行、款待以及其他商务花费

Section 5.01. It is recognized and agreed by the parties to this agreement that in connection with the services to be performed for Employer, Employee will be obliged to expend money for travel, entertainment of customers, gifts, and similar business expenses. Employee is authorized to incur reasonable business expenses for promoting the business of Employer.
5.01. 本协议双方在此承认和同意，对于为雇主提供的服务，员工将有义务垫付旅行、客户招待、礼品以及类似的业务费用。雇员被授权承担合理的业务费用支出以促进雇主的业务。

Reimbursement
费用报销

Section 5.02. Employer shall reimburse Employee from time to time for all business expenses incurred by Employee including accommodation, air tickets, entertainment of customers and telephone (limited to $__________ monthly), provided that Employee presents adequate contemporaneous documentation and photos of customers and occasions where such expenses incurred to Employer. The reimbursement of air tickets expenses shall be limited to economic class within twelve (12) months from execution date of this Agreement, while the limit for such reimbursement from the thirteenth (13th) months from the date of execution to the expiration of this Agreement shall be negotiated additionally.
5.02. 只要雇员向雇主提供了足够的同期费用支出票据及与相应客人和场合的照片，雇主就应当定时向雇员报销雇员为雇主垫付的业务开销，包括住宿费、机票、客户招待及电话费（每月限额为__________美元）。其中自本协议生效之日起的 12 个月内机票费用报销额度仅限于经济舱，自第 13 个月起至本协议期满机票费用报销额度由双方另行协商确定。

Other
其他

Section 5.03. Employer promises and agrees to provide one laptop to Employee for the purpose of business usage at the expense of Employer, the title of which belongs wholly to and is the exclusive property of Employer. Such laptop shall be returned to Employer, promptly at Employer’s request, upon expiration or termination of this Agreement. Any damage to or loss of the laptop resulting from the negligence or misconduct of Employee shall be compensated by Employee.
5.03. 雇主承诺和同意提供一部笔记本电脑作为办公用途，电脑成本由雇主承担，所有权亦完全由雇主保留。在本协议期满或解除时雇员应立即应雇主要求予以归还。如由于雇员的疏忽或不当行为造成电脑损坏或灭失，雇员应负有一切责任及赔偿。

ARTICLE 6. PROPERTY RIGHTS OF THE PARTIES
第六章、 所有权

Disclosure of Inventions and Discoveries
发明和发现的信息披露

Section 6.01. (a) Employee promises and agrees that he or she will promptly and fully inform Employer of and disclose to Employer all inventions, designs, improvements, discoveries, developments, formulas, patterns, devices, processes, software programs, technical data, customer and supplier lists, and compilations of information, records, and specifications, and other matters constituting trade secrets as defined under California Civ. Code Section 3426.1, that he or she makes during the term of this agreement, whether individually or jointly in collaboration with others [, and that pertain or relate to the actual or potential business of Employer or to any experimental work carried on by Employer], whether or not conceived during regular working hours.

6.01. (a) 雇员承诺并同意他或她在本协议内所做出的，无论是单独的还是与他人合作的，[以及与雇主的实际或潜在业务或雇主进行的任何实验工作有关或相关的]，无论是否在正常工作时间内设想的，所有发明，设计，改进，发现，开发，公式，模式，设备，程序，技术数据，客户和供应商列表以及信息汇编，记录和说明，以及在加利福尼亚州民法典第3426.1章所定义的构成商业机密的其他事项。

(b) Employee shall make full disclosure to Employer immediately after creating or making any of the items described in (a), above, and shall thereafter keep Employer fully informed at all times of all progress in connection therewith.

(b) 雇员在创建或做出上述(a)中所述的任何项目之后，应立即向雇主充分披露，并随后应始终向雇主全面告知与此有关事项的所有进展。

Ownership of Work Product
工作成果的所有权

Section 6.02. (a) Employee agrees that any and all intellectual properties, including, but not limited to, all inventions, designs, improvements, discoveries, developments, formulas, patterns, devices, processes, software programs, technical data, customer and supplier lists, and compilations of information, records, and specifications, and other matters constituting trade secrets as defined under California Civ. Code § 3426.1, that are conceived, developed, or written by Employee, either individually or jointly in collaboration with others, pursuant to this agreement, shall belong to and be the sole and exclusive property of Employer.

6.02. (a) 雇员同意，由雇员根据本协议单独或与他人合作共同设想，开发或撰写的，任何和所有知识产权，包括但不限于所有发明，设计，改进，发现，开发，公式，模式，设备，程序，技术数据，客户和供应商列表，记录和说明，以及在加利福尼亚州民法典第3426.1章所定义的构成商业机密的其他事项，应完全属于雇主所有。

(b) Employee further agrees to submit any dispute regarding whether any such intellectual property was conceived, developed, or written pursuant to this agreement to a review process pursuant to Employer's rules and policies.

(b) 雇员进一步同意根据雇主的规定和政策，向审查流程提交任何关于是否根据本协议构成此类知识产权构思，开发或撰写的争议。

(c) Employee agrees that all rights in all intellectual properties prepared by [him or her] pursuant to this agreement, including patent rights and copyrights applicable to any of the intellectual properties described in Section 6.02(a) above, shall belong exclusively to Employer, shall constitute “works made for hire,” and shall be assigned promptly by Employee to Employer. Employee further agrees to assist Employer in obtaining patents on all such inventions, designs, improvements, and discoveries that are patentable or copyright registration on all such works of creation that are copyrightable, and shall execute all documents and do all things necessary to obtain patent or copyright registration, vest Employer with full and exclusive title, and protect against infringement by others.

(c) 雇员同意，[他或她]根据本协议准备的所有知识产权的所有权利，包括适用于上述的第6.02(a)条所述的任何知识产权的专利权和版权，应完全属于雇主所有，并构成“职务作品”，以及应由雇主及时转让给雇主。雇员进一步同意协助雇主获得所有这些发明，设计，改进和发现的专利，且所有这些创作作品可以申请专利或版权并具有版权注册权。
This Section shall not apply to intellectual properties or rights therein derived from Employee’s activities or employment prior to the time he or she entered into an employer-employee relationship with Employer (“preexisting rights”). Employer agrees that those preexisting rights are and shall continue to be the exclusive property of Employee and disclaims any claim of rights of any nature whatsoever thereto.

This Section shall not apply to assign to Employer any of Employee’s rights in any invention that Employee develops entirely on his or her own time without using Employer’s equipment, supplies, facilities, or trade secret information, except for inventions that either (1) relate, at the time that the invention is conceived or reduced to practice, to Employer’s business or to actual or demonstrably anticipated research or development of Employer; or (2) result from any work performed by Employee for Employer.

Confidentiality of Trade Secret Data

Section 6.04. (a) Employee agrees that all information communicated to him or her with respect to the work conducted by or for Employer, whether or not that information was directly or intentionally communicated, is confidential. Employee also agrees that all information, conclusions, recommendations, reports, advice, or other documents generated by Employee pursuant to this agreement, whether maintained in hard copy or in an electronic medium, is confidential. Employee further acknowledges and agrees that all confidential data described herein is and constitutes trade secret information that belongs wholly to and is the exclusive property of Employer.

(b) Employee promises and agrees that he or she shall not disclose any confidential information of Employer or any third party, as long as that information is subject to a Confidential Disclosure Agreement, to any other person, orally, in writing or via electronic communication, unless specifically authorized in writing by Employer to do so. If Employer gives Employee written authorization to make any disclosures, Employee shall do so only within the limits and to the extent of that authorization.

(c) Employee shall use his or her best efforts to prevent inadvertent disclosure of any confidential information to any third party by using the same care and discretion that he or she uses with similar data he or she designates as confidential.

(d) Employee acknowledges and agrees that all information concerning the work conducted by Employer and any potential products of Employer is and constitutes an exceptionally valuable trade secret of Employer. That information includes, among other matters, the facts that any particular work or project is planned, under consideration, or in production, as well as any descriptions of any existing, pending, or proposed work.
Use and Disclosure of Confidential Data

Section 6.05. Employee shall not use any confidential information or circulate it to any other person or persons, except when specifically authorized in advance by Employer and then only to the extent necessary for any of the following:

(a) Conducting negotiations, discussions, and/or consultations with designated Employer representatives.
(b) Supplying Employer with goods or services at its order.
(c) Preparing confidential estimates, bids or proposals, and invitations for bids or requests for proposals for submission to Employer.
(d) Accomplishing any purpose Employer may later specify in writing.

Copies of Confidential Information

Section 6.06. Employee agrees that copying of confidential information shall be done only in accordance with Employer’s policy on handling and reproducing confidential information as set forth in Employer’s “Employee Manual,” a copy of which has been provided to Employee. Employee further agrees that copies of confidential information shall be treated with the same degree of confidentiality as the original information and shall be subject to the restrictions set forth in Section 6.05 of this agreement.

Return of Materials

Section 6.07. All files and papers that are received or produced during the term of this agreement, including, for example, training manuals and personnel manuals, shall remain in Employer’s possession. Employee shall return to Employer, promptly at Employer’s request, all confidential materials.

Unfair Competition

Section 6.08. Employee acknowledges and agrees that the sale or unauthorized use or disclosure, orally, in writing, or via electronic medium, of any of Employer’s confidential information obtained by Employee during the course of his or her employment under this agreement, including information concerning Employer’s current or any future and proposed work, services, or products, the facts that any such work, services, or products are planned, under consideration, or in production, as well as any descriptions thereof, constitute unfair competition. Employee promises and agrees not to engage in any unfair competition with Employer at any time, whether during or following the completion of his or her employment with Employer.

6.05. 雇员不能使用或者传播任何商业秘密信息给任何第三人，除非雇主提前特别授权雇主办用或者传播该信息并且仅在雇主允许的下列必要范围内：

(a) 与雇主指定的代表进行谈判、讨论或者/和咨询。
(b) 根据雇主的指示，为雇主提供产品或者服务。
(c) 准备保密的财务预算、报价或者提案以及投标或者投标邀请。
(d) 为完成其他雇主办之后书面说明的目的。

6.06. 雇员同意遵守雇主向雇员另行提供的“员工手册”中关于处理和复制保密信息的相关规定和政策来复印保密信息。雇员进一步同意保密信息的复印件和保密信息的原件具有相同的保密性，并且应当适用本协议中前述 6.05 章节的限制。

6.07. 所有雇员在雇佣期间收到或者制作的文件资料，比如包括培训手册、人事资料等应当仍然归雇主所有。雇员必须在雇主的要求下迅速归还所有的保密材料。

6.08. 雇员承认并且同意，雇员以口头、书面或电子媒介方式，未经授权使用、披露或者销售在根据本协议的工作过程中获得的任何雇主的保密信息，包括关于雇主当前或任何未来拟议的工
Competitive Activities During Employment

Section 6.09. Employee promises and agrees that during the term of this Agreement, he or she shall not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, engage or participate in any competitive activity relating to the subject matter of his or her employment with Employer.

6.09. 雇员承诺和同意, 在该协议的雇佣期间, 他或她不应当直接或者间接地, 作为雇员、雇主、咨询师、代理人、被代理人、合伙人、股东、公司官员、董事或者其他个人或者代理人参与任何和其雇佣关系有关的竞争活动。

Section 6.10. Employee promises and agrees that during the term of this Agreement, he or she shall report to Employer any new customer developed prior to approaching. His or her report shall be no later than entering any legal or commercial documents.

6.10. 雇员承诺和同意, 在该协议的雇佣期间, 他或她在与任何新客户接触之前应当事先向雇主汇报。汇报应至少不晚于签署任何法律或者商务文件。

ARTICLE 7. TERMINATION OF EMPLOYMENT

Termination by Employee

Section 7.01. The Employee may at any time terminate this agreement and his employment by giving not less than two weeks written notice to the Employer. Employee agrees to return any property of Employer at the time of termination.

7.01. 雇员可以在任何时候解除雇佣关系只要提前至少两周给雇主一个书面通知。雇员同意在雇佣关系解除之时, 归还属于雇主的所有财产。

Termination by Employer

Section 7.02. The Employee may at any time terminate this agreement and his employment by giving not less than two weeks written notice to the Employer. Termination pursuant to this Section shall not prejudice any remedy that Employer may have either at law, in equity, or under this agreement.

7.02. 雇主可以在任何时候解除雇佣关系, 只要提前至少两周给雇员一个书面通知。前述雇佣关系的解除不损害雇主在法律、衡平法或根据本协议享有的任何救济。

Effect of Termination on Compensation

Section 7.03. In the event of the termination of this agreement, Employee shall be entitled to the compensation earned prior to the date of termination as provided for in this agreement computed pro rata up to and including that date. Employee shall also be entitled to the benefits provided for in Article Four of this agreement computed pro rata up to and including that date.

7.043 在解除雇佣关系时, 雇员应当获得到雇佣关系解除之日止（包括合同解除之日）, 按照本协议应该按比例支付的报酬。雇员也应当按比例获得雇佣关系解除之日止（包括合同解除之日）, 在本协议前述第四章所规定的福利。

ARTICLE 8. GENERAL PROVISIONS

Notices

通知
Section 8.01. Any notices to be given by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of ____________________ [e.g., the date on which they are mailed].

8.01. 任何一方向另一方提供的任何通知可以通过书面的方式亲自送达，或通过注册或认证，预付邮资和要求的回执签发的邮寄方式送达。邮寄通知应当送达至在本协议介绍信息行出现的地址，但每一方可按照本协议本节约定，以书面方式通知更改地址。亲自送达的通知应视为在实际收到之日生效;邮寄通讯应视为____________________生效。 [例如，邮寄它们的日期]

Entire Agreement
整个协议

Section 8.02. (a) This agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of Employee by Employer, and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever.
8.02. (a) 本协议取代双方之间关于雇佣关系的任何和其他口头的或书面的协议，并包含双方之间关于该雇佣关系的所有契约和协议。

(b) Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, other than those set forth herein, have been made by any party, or anyone acting on behalf of any party, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding.
(b) 协议双方承认，除本协议以外，双方没有其他由任何一方或其代理人作出的任何口头的或其他方面的关于本协议约定事项的陈述、诱导、承诺或协议。本协议中未包含的其他协议、声明或承诺都不具有效力或约束力。

(c) Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.
(c) 任何对本协议的修改必须经双方书面修改和签字之后方能生效。

Attorneys’ Fees and Costs
律师费用和开销

Section 8.03. If any legal action is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorneys’ fees, costs, and necessary disbursements in addition to any other relief to which he or she may be entitled. This provision shall be construed as applicable to the entire contract.
8.03. 如果必要采取任何法律行为来执行或者解释该协议中的任何条款，胜诉一方应当支付他应该支付的救济外，还应当支付合理的律师费用、开销和支出。本条款将适用整个协议的解释。

Partial Invalidity
部分无效

Section 8.04. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
8.04. 如果本协议中的任何条款被有管辖权的法院认定为无效或者没有执行力的，本协议中的其他条款应当不受任何影响，将继续具有完全效力。

Law Governing Agreement
法律适用

Section 8.05. This agreement shall be governed by and construed in accordance with the laws of the
8.05. 本协议应当受_______国法律管辖，并按照_______国法律进行解释。

Languages
合同语言

Section 8.06. This Agreement is written in English and Chinese, where the English version is the formal version and the Chinese version is only for reference; in case of any discrepancy, the English version of this Agreement shall prevail.

8.06. 本协议以中英文书写，中文版为正式版本，英文版仅供参考。如有任何差异，以本协议的中文版本为准。

Executed on [date], at [city], [state/province].

本协议于_______年_______月_______日，在____________州/省的____________市生效。

---NO CONTENT BELOW---
---SIGNATURE PAGE---

EMPLOYER
雇主
__________________________________ [name of Employer]
__________________________________ [雇主名称]
By ______________________ [signature]
____________________ [typed name], __________ [title]
____________ [姓名], __________ [职务]

EMPLOYEE
雇员
____________________ [signature of employee]
[typed name]
Dear Mr./Ms. XXX

We are pleased to inform you that [Company Name], (The Company) will offer you the position as [Job Title], based in [City]. You will report directly to [Name], [Job Title].

The following are the terms and conditions concerning your employment with the Company:

1. **Compensation:** Your initial monthly gross salary will be RMB [          ] (pre-tax) and your payroll will be deposited in [City]. You will participate in the bonus program within the Company. For your position, the annual fixed bonus is structured to the amount of [          ] month(s) of gross salary (pre-tax). The annual performance bonus is structured to the maximum amount of [          ] 5 month(s) gross salary (pre-tax), which is variable and subject to on-target achievement of both company targets and individual targets. Company targets as well as individual performance targets will be discussed and agreed annually.

2. **Benefits:** You will be eligible for paid vacation, government holidays, social insurance, government housing fund and as well other internal benefits according to Company policies (if any).

3. **Probation:** You will be subject to a probationary period of [          ] months. Within this period, the labor contract may be terminated at either party’s discretion.

4. **Your commencement date is [DATE].**

Please note that this job offer is only valid subject to your successful physical check appointed by the Company, successful reference check conducted by the Company, employment termination certificate from your previous employer (fresh graduates should provide the proof of graduation), and acceptance of this offer. Otherwise, the Company reserves the right to revoke this offer.

Please sign one copy of this letter to indicate your intention to accept all terms and conditions, return the signed copy by [DATE], and register and complete the entry procedures on [DATE], otherwise this offer will expire and invalid. For any clarifications, please feel free to contact [Name] at [Email/Tel.].

It is a great pleasure that you have chosen to join the [Company Name], and best wishes to your career with [Company Name]!

Yours sincerely,

XXX

[Job Title] [Company Name]

I fully acknowledge and accept all terms and conditions of this offer letter, and understand that it replaces any earlier offers of employment. I also acknowledge and understand that this letter is for my reference only and all the terms and conditions of my employment shall be subject to a written labor contract signed with the Company.

Name (Signature) ID No. Telephone No. 
Address Date
协商解除劳动合同协议书
TERMINATION AGREEMENT OF LABOR CONTRACT

本《协商解除劳动合同协议书》（以下简称“本协议”）由以下双方在 年 月 日订立。

THIS TERMINATION AGREEMENT OF LABOR CONTRACT (this “Agreement”) is made on [DATE] by and between:

甲方 Party A:

乙方 Party B:

甲、乙双方经协商一致，就劳动合同的解除事宜，自愿达成如下协议，以兹共同遵守：

Both Party A and Party B have voluntarily reached an agreement on the termination of the labor contract after negotiation as following:

第一条 合同解除
Article 1 Termination

甲、乙双方同意于【】年【】月【】日起解除劳动合同。自本协议确定的劳动合同解除之日起，双方劳动关系项下权利义务终结。

The Parties hereby agree to terminate the Labor Contract with effect from [DATE]. From the date of termination of the labor contract as determined in this agreement, the rights and obligations under the labor relationship of both parties shall end.

第二条 离职工资与离职补偿
Article 2 Wages & Compensation

根据甲乙双方协商及按照《劳动合同法》的规定，甲方向乙方一次性支付解除劳动合同的补偿共计人民币【 】元（大写： ）(含税)。双方确认以上补偿已包括甲方应支付的法定经济补偿以及乙方工作期间应结算的所有形式的工资、年休假、奖金、分红以及福利津贴等费用。

According to the negotiation between both parties and in accordance with the provisions of the Labor Contract Law, Party A shall pay Party B a one-time compensation of RMB [      ] (tax included) for terminating the labor contract. Both parties confirm that the above compensation includes the statutory economic compensation and all forms of wages, annual vacation, bonuses, dividends and welfare allowances and other expenses payable by Party A.

乙方已明确知悉并了解上述离职工资与补偿中所涵盖的全部事项，并无任何异议。

Party B has clearly known and understood all the matters covered in the above-mentioned wages and compensation, and has no objection.

乙方已明确知悉并了解离职工资中各项内容的计算方法，对各项金额和总额均认可且无异议。

Party B has clearly known and understood the calculation methods of the various content of the wages, and has confirmed and has no objection to the various amounts and totals.

第三条 社保与公积金
Article 3 Social Security and Housing Fund

甲方为乙方缴纳社会保险和住房公积金公司部分至【】年【】月止，社会保险和住房公积金个人部分由乙方承担，由甲方依法代扣代缴。

Party A pays the company part of social insurance and housing fund for Party B until [DATE], and the personal part of social insurance and housing fund shall be borne by Party B and withheld and paid by Party A according to law.

第四条 工作交接
Article 4 Work Handover

In this Agreement signed, Party B shall cooperate with Party A's Human Resources Department and other relevant departments to complete the resignation approval and related work transfer procedures.

第五条 支付条件与方式
Article 5 Payment

Both parties agree that Party B shall complete the work handover with the direct line manager or the personnel designated by Party A before the last working day. Party A shall, after confirming that Party B has completed the work handover and resignation procedures, Party A shall pay all the wages and compensation described in Article 2 within [ ] working days at one-time remittance to Party B's personal salary account. Party A will withhold and pay the corresponding personal income tax for Party B in accordance with the relevant provisions of the Personal Income Tax Law of the People's Republic of China.

第六条 承诺与保证
Article 6 Warrants

Both parties have unanimously confirmed that after the completion of this Agreement, all rights and obligations under the labor contract of both parties have been settled, including but not limited to the economic compensation that Party B should obtain, wages, annual leave, Bonuses, overtime wages, social insurance, various benefits and subsidies (if any), there are no objections and any arrears, deductions or outstanding matters; and agree not to claim any other rights or obligations under the labor contract from the counterparty through any means, and confirm the waiver of all other potential rights and interests that may exist.

第七条 失业保险
Article 7 Unemployment Insurance

If Party B meets the relevant requirements, Party B may apply for unemployment subsidies if Party B meets the relevant requirements. Party B shall contact Party A's Human Resources Department within one week after signing this Agreement to understand the procedures, prepare relevant materials, and apply for processing within the time limit specified by the local authorities; Party B confirms that if the processing is overdue due to Party B's own reasons, all the consequences shall be solely borne by Party B.

第八条 保密条款
Article 8 Confidentiality

Self-disclosure is prohibited. Party B shall cooperate with Party A's Human Resources Department to complete the resignation approval and related work transfer procedures.

Determination and consequence shall be solely borne by Party B.
法公开为止。乙方承诺将不会把甲方与其签订的合同、协议、有关法律文件，在甲方任职期间所获取的保密信息或商业秘密透露给第三方，否则，愿承担全部法律责任和后果。Since the execution of this Agreement, Party B promises not to spread and/or take any comments and actions that are unfavorable to Party A. If there is any violation, Party A will pursue Party B's corresponding legal liabilities and demand compensation for all losses caused to Party A. At the same time, Party B clearly knows that at any time after this Agreement comes into effect, Party B’s original confidentiality obligation to Party A must continue to be performed in accordance with the law until the business secrets involved are legally disclosed. Party B promises that it will not disclose to a third party the contracts, agreements, relevant legal documents signed by Party A and Party A, and confidential information or trade secrets obtained during working in Party A. Otherwise, Party B is willing to bear all legal responsibilities and consequences.

第九条 违约责任
Article 9 Liability for Breach of Contract

乙方如违反本协议，乙方应退回离职补偿人民币【  】元（人民币大写：  ），甲方还有权要求乙方赔偿因此造成甲方的全部损失。If Party B violates this agreement, Party B shall return the compensation RMB [    ], and Party A also has the right to request Party B to compensate for all losses caused to Party A.

第十条 生效
Article 10 Effect

本协议内容为双方真实意思表示。本协议一式两份，双方各执一份，经双方签字或盖章后生效。The content of this Agreement represents the true intentions of both parties. This Agreement is in duplicate, with each party holding one, and it will take effect after being signed or sealed by both parties.
出租人：（以下简称“甲方”，其个人身份证件见附件1）

Landlord: 
with the legal address: 

联系电话:
Contact No.: 

邮件:
Email Address: 

(Hereinafter referred to as “Party A”, its identification document see Appendix 1 attached hereto.)

承租人：[ ] (以下简称“乙方”，其营业执照见附件2) 

Tenant: [ ] 
with the legal address [ ] 

(Hereinafter referred to as “Party B”, its business license see Appendix 2 attached hereto)

使用人：(其个人证件见附件3) 

Occumant: [ ] (its identification document see Appendix 3 attached hereto)
The leased premises and purpose of lease:

1.1 甲方同意将其所有的位于[ ]房屋（以下简称“租赁房屋”）及附件5列明的装置、家具等相关设施在良好及可租赁的状态下租给乙方居住使用，租赁房屋的建筑面积约[ ]平方米。

Party A hereby agrees to lease its property located at[ ] and the related facilities including all fixtures, furnishing and appliances set forth in Appendix 5 (hereinafter referred to as the “Premises”) in good and tenantable condition to Party B for residential use. The construction area of the Leased Premises is approximately[ ] gross square meters.

租赁房屋的房型图见附件6。

A layout plan describing the Premises is attached as Appendix 6.

承租人/使用人有权使用公用部位。

The Tenant/Occupant shall have the right to use the common areas shared by all tenants.

1.2 甲方承诺其是租赁房屋的合法产权权利人，有权将租赁房屋出租给乙方使用，租赁房屋的产权证见附件4。甲方进一步承诺，租赁房屋根据中国法律登记为居住用途，其公用事业费按居住用途收取。

Party A hereby represents and warrants that it is the legal owner of the Premises and has the necessary legal capacity to lease the Premises to Party B. (the Certificate of Ownership of the Premises see Appendix 4 attached hereto). Party A hereby further represents and warrants that this property is registered pursuant to PRC law under “Residential” usage with utilities costs under the Residential licensing.

1.3 出租房屋的现有装修状态及其设施由本合同的附件5载明。除双方另有约定外，附件5作为甲方按照本合同约定将租赁房屋交付给乙方使用和乙方在本合同期满或提前终止归还租赁房屋时的验收依据。

The status of the existing renovation and facilities of the Premises are set out in Appendix 5 attached hereto. Unless otherwise agreed by both parties, the inspection carried out when Party A hands over the Premises to Party B for its use in accordance with the terms and conditions hereunder and when Party B returns the Premises to Party A upon expiration or early terminations of this Contract shall be subject to and pursuant to the aforesaid Appendix 5.

1.4 租赁期间，租赁房屋仅供乙方公司（包括乙方的母公司、子公司和关联公司）[ ]（以下简称“使用人”）居住使用，如果乙方欲将租赁房屋转交给其公司（包括乙方的母公司、子公司和关联公司）的其他员工及其家人居住使用，则需事先书面通知甲方。未经甲方事先同意，乙方不得将租赁房屋转租给任何第三方使用。

During the Term of Lease, the Premises shall be only used by the employee of Party B (including the parent company, subsidiaries and affiliates of Party B) i.e. [ ] (hereinafter referred to as “Occupant”) for residential purposes. If Party B intends to provide the Premises to any other employee and her family of Party B for residential use only, it shall notify Party A of such change in writing. Without prior consent of Party A, Party B shall not sublease the Premises to any third party.

二 租赁期:

Term of Lease:
2.1 租赁期为 [ ] 年，自 [ ] 至 [ ] 。租赁期自 [ ] 为 1 年的可选择续租期。

The above Premises are hereby leased for a term of [ ], commencing on [ ] and expiring on [ ], with an optional one (1) year renewal term from [ ].

2.2 如果乙方欲延长租赁期限，则应该在租赁期届满前二(2)个月之前书面通知甲方。

Should Party B want to extend the Term of the Lease, Party B shall notify Party A in writing not later than two (2) months prior to the expiration of the Term of the Lease.

2.3 如果乙方于合同到期前二(2)个月前没有向甲方发出书面续租通知，甲方可在至少提前一(1)日通知乙方的情况下，在工作日的合理时间内陪同潜在的新承租人及相关人员（即房屋租赁经纪人）进入该租赁房屋看房，乙方不得无理拒绝。甲方在按本款规定进入租赁房屋后应尽量减少对乙方的影响。

If Party B fails to give the Notice of Lease Extension to Party A at least two months before the expiry of this Contract, Party A shall have the right to bring potential new tenants or relevant personnel (i.e. the lease agents) into the Premises at reasonable times during working office hours for house inspection by serving at least one day prior notice to Party B, which consent shall not be refused by Party B without proper reason. In the aforesaid event, Party A shall use its best endeavors to minimize the disturbance to Party B after entering into the Premises according to this Clause.

三 租金:  
Rent:

3.1 月租金为 [ ] 元人民币，租赁期间，包括可选择续租期内的月租金不变；乙方支付甲方每月的租金，应在每月的 20 号以银行汇款的方式汇至甲方指定的银行账号。

The monthly rent shall be [ ] and the monthly rent shall remain the same during the Term of the Lease including the optional renewal term. Party B hereunder shall pay each month’s rent on the twentieth day of each calendar month by transferring the amount of such rent to the bank account designated by Party A.

3.2 乙方支付的租金包括: The rent paid by Party B shall include:

1) 正式租赁应缴税费(包括增值税) Tax (including VAT);
2) 一个家庭 4 个人会所使用权 Clubhouse membership for family of 4 persons;
3) 天台花园月维护费用 Roof garden monthly maintenance fee;
4) 一个停车位的费用 one Parking lot fee
5) 网络安装费 Internet installation fee
6) 卫星电视与本地电视安装费(包括卫星电视和本地电视的电视机顶盒) Satellite TV and Local TV installation fee (including Satellite box and Local TV box)

3.3 乙方应在每月的到期日或到期日前支付租金，租金应支付至甲方指定的银行账号。

Party B hereunder shall pay monthly rent on or before the due date of each period by transferring the amount of such rent to the bank account designated by Party A.
3.4 如租金到期后七（7）个工作日仍未支付，乙方须按日加付日租金 0.03%的滞纳金。如超过三十（30）日未付租金，则视为乙方自动退租，甲方有权收回出租房屋，并追究乙方违约责任。甲方应在乙方延迟支付租金的下一个月的十五（15）个工作日内书面通知乙方滞纳金的金额。甲方未能及时有效地以书面形式通知乙方的，视为甲方放弃收取当月滞纳金的权利。乙方如未收到甲方的书面通知，则无义务支付滞纳金。甲方收取该等滞纳金的，应向乙方提供收取滞纳金的正式发票。

If the rent shall be unpaid for seven (7) working days after the due date, Party B shall be liable to pay a late penalty fee equal to 0.03% of the overdue rent per day. If the rent has not been paid for more than 30 days after the due date, Party B will be deemed to have automatically terminated the tenancy resulting in a breach of this Contract. Party A will then be entitled to take possession of the leased Premises and hold Party B liable for breach of Contract. Party A shall notify Party B of any late fee penalty due in writing within 15 working days of the following month in which late payment has occurred. In the event that written notice has not been served to this effect by Party A, Party A shall have deemed to have waived his right of penalty fee for that month. Party B shall not be liable for late payment penalty without written notification by Party A. Party A shall provide Official Invoice (Fapiao) for such penalties charged.

3.5 任何由于甲方的原因或行为（包括但不限于由于甲方银行账号更新而未及时告知乙方，或者由于甲方违反本合同）、不可抗力或任何非乙方原因而导致的租金支付延迟，均不视为乙方违约，乙方不应为此而承担任何违约责任。

If any delay in payment of the rent is caused by or attributable to Party A (including but not limited to Party A’s failure to give timely notice of any alteration to its bank account or Party A’s breach of this Contract), or force majeure or any other cause not attributable to Party B, such delay shall not be deemed to be a breach of Party B of this Contract and Party B shall not have any breach liability therefrom.

3.6 乙方应将租金汇入甲方指定的如下银行帐户：

Party B shall transfer the rent to the following bank account designated by Party A:

银行名称: ……
Name of Bank:

帐号持有人: ……….
Name of Account Holder: ……….

人民币帐号: ……….
RMB Account #: ……….

四 保证金:
Security Deposit:

4.1 为确保租赁房屋及其设施之安全与完好及租赁期内相关费用之如期结算，乙方应在本合同签订后，并且甲方提供租赁房屋的产权证复印件（或预租许可证）以及其身份证件后，于[ ]之前，向甲方支付相当于
To ensure the welfare and good condition of the leased Premises as well as the prompt payment and settlement of all related charges during the Term of Lease, Party B shall pay Party A a security deposit equal to two months rent in the amount of [ ] as security deposit after signature of this Contract before Party A provides the copy of Certificate of Ownership of the Premises (or permit for pre-lease) and its identification document. Party A shall provide the formal and valid receipt to Party B within [ ]working days after receiving the security deposit.

4.2 如甲方拖欠保证金收据，则乙方有权延付应付租金直至收到保证金收据为止。

In the event of Party A being in default on providing the receipt for the security deposit, Party B shall have the right to withhold the rent payable until receiving the receipt for the security deposit.

4.3 如因乙方违反本合同的规定导致甲方受到损失，甲方可在保证金中扣除与甲方实际损失相当的金额，但只有该等损失及其金额经乙方书面确认后方可扣除。若保证金不足以弥补该等损失，在经乙方书面确认后，乙方必须在接到甲方付款通知后的 (10) 个工作日内补足不足部分。甲方应提供乙方为弥补该等损失所支付款项的有效发票给乙方。

Party A may deduct a reasonable amount of security deposit towards payment of any actual damages Party A shall have incurred or suffered as a result of Party B’s breach of this Contract provided that, and only after, such damages and the amount to be deducted have been confirmed in writing by Party B. If the security deposit is not sufficient to cover such amounts, as have been confirmed by Party B, Party B must pay the deficiency within ten (10) working days of the receipt of a demand from Party A. Party A shall provide official invoice (Fapiao) for any amount paid of such damages or relevant expenses.

4.4 除本合同另有约定之外，甲方应于租赁期满或本合同被提前终止且乙方按照本合同约定归还租赁房屋后七（7）个工作日内，将保证金一次性无息退还给乙方；租赁期满或本合同被提前终止时，经甲乙双方共同确认，乙方尚有未付清的公用事业费的，甲方可从保证金中扣除乙方应支付公用事业费，并按上述约定将保证金余额退还给乙方。如甲方逾期七（7）个工作日内仍未归还保证金，甲方须按日加付拖欠金额 0.03%的滞纳金。

Unless otherwise provided in this Contract, Party A shall return to Party B the entire security deposit without interest within seven (7) working days of expiration of the Lease term or early termination of this Contract and return of the Premises by Party B pursuant to the provisions hereunder. In case there is any outstanding and unsettled utilities fee confirmed by both parties upon expiration of the Lease term or early termination of this Contract, Party A shall return to Party B the balance of the security deposit after deducting all utilities fees payable by Party B. If Party A fails to return the security deposit for seven (7) working days after the due date, Party A shall be liable to pay a late penalty fee equal to 0.03% of the outstanding amount of the security deposit per day.

五 其他费用:
Other Charges:

乙方应承担租赁期间的水、电、煤气、电话费等公用事业费（以下合称“公用事业费”），并按单如期缴纳。

Party B is responsible for paying the water, electricity, gas and telephone charges and other utilities fees as applicable (hereinafter collectively referred to as “utilities fees”). Such utilities fees shall be paid when due according to the invoice therefore received by Party B.

六 租赁房屋的交付
Delivery of the Premises

6.1 甲方应在本合同约定的起租日当日，将租赁房屋及设施以良好、安全使用状态交付给乙方使用。乙方应于本合同约定之交付日与甲方或其代表办理租赁房屋交付手续，根据附件5载明的状态验收，并签署交房清单，经甲乙双方共同签署后的交房清单原件一式三份，甲方执一份，乙方执二份。

Party A shall, at the commencement date of the lease term, deliver to Party B the Premises and facilities in good and safe condition. Party B shall, together with Party A or its representative, carry out the formal inspection, acceptance and hand-over of the Premises on the date as agreed in this Contract. After inspection and acceptance of the facilities according to the conditions as set out in Appendix 5, the list of hand-over of the Premises shall be signed by both parties with three originals. Party A shall hold one original and Party B shall hold two originals.

6.2 甲方延迟交付租赁房屋超过十(10)天的，乙方有权以书面通知形式单方解除本合同，书面解除合同的通知发出后立即生效。本合同因此而被解除后，甲方应全额退还乙方支付的保证金（如有），并赔偿乙方因此而遭受的一切损失。

If Party A delivers the Premises more than ten (10) days later than the agreed date, Party B is entitled to unilaterally terminate this Contract by notifying Party A in writing, and such termination shall take effect immediately upon notice by Party B. In such situation, Party A shall return to Party B the security deposit (if any) in full and shall be responsible for all losses suffered by Party B therefrom.

七  租赁房屋的维护与修理

The Responsibilities of Repair of the Premises

7.1 在租赁期间内，甲方应负责对租赁房屋及其设施进行维修和维护，以保证租赁房屋及其附属设施的正常、安全使用，包括保证乙方进出租赁房屋和其所在大厦的合法权利，和电梯正常使用
的维护。如甲方未能履行房屋维修和维护责任而造成乙方人员伤害或者财产损失的，甲方将承担责任。甲方对房屋及其设施等的保养和维护，至少应提前一(1)天通知乙方，乙方应给予协助
和配合，但该等保养和维护不应影响乙方的正常生活。

During the Term of Lease, Party A shall be responsible for the maintenance and repair of the Premises and facilities in order to guarantee that the Premises and facilities perform securely and function well, including guaranteeing Party B’s rights of access— including maintenance of lift for daily operation. Party A shall be liable for personal injuries and property losses incurred to Party B due to Party A’s failure to perform its obligations of maintenance and repair. Party A shall notify Party B at least one (1) day in advance for the maintenance and repair required for the Premises and facilities. Party B shall assist and cooperate, but such maintenance and repair shall not affect the normal living of Party B.

7.2 乙方发现租赁房屋及其设施发生损坏或故障或存在其它影响居住的缺陷时，可通知甲方修复或纠正。甲方应在接到乙方通知后当天联系相应的维修公司，并在合理时间内将损坏、故障或
缺陷予以排除。如果情况紧急或如果甲方不能在接到通知后二(2)日内给予答复，或不能在合理时间内排除损坏、故障或缺陷，乙方有权（但无义务）自行安排维修，其费用由甲方承担，并可由乙方从应付租金中扣除。

Party B shall notify Party A to repair or rectify in the event Party B finds there is damage or malfunction with regard to the Premises appliances and facilities or any other defect which seriously affect the normal living. Party A shall respond and contact corresponding maintenance company on the date of receipt of the notice from Party B and eliminate such damage, malfunction or defect within reasonable time period. In case of emergency or Party A cannot respond within two (2) days after receipt of the notice or fails to rectify such damage, malfunction or defect within reasonable time period, Party B shall be entitled (not obligated) to arrange repair by itself and Party A shall bear the relevant expenses, which may be deducted from the rent by Party B.
7.3 即使甲方按上述第7.2条的规定对损坏、故障或缺陷予以维修，但如果实际维修的时间超出五（5）天（单次或同一问题的累计），或如果所发生的问题或维修的性质使租赁房屋难以居住，乙方仍可要求在维修期间撤出房屋，暂时居住在其它物业或酒店内，甲方应按房屋的日租金金额承担此替代物业的每日费用。如果自乙方撤出房屋七（7）天后或自维修开始七（7）天后，按双方的合理判断，损坏、故障或缺陷仍未修复，则乙方有权书面通知甲方提前终止本合同，书面解除合同的通知发出后立即生效。本合同因此而被解除后，甲方应全额返还保证金（如有）及当月已付的相应租金，并且，甲方应按日租金金额继续承担乙方入住其他房屋前所发生的不超过十五（15）天的物业或酒店使用费。

In the event that Party A repairs the damage, malfunction or defect according to the above Article 7.2, and if the actual repair time is beyond five (5) days (one-off or cumulative repair time for the same problem added up together), or if the Premises are not suitable for living in due to the problem or the nature of the repair, Party B can ask to move out of the Premises and stay in other premises or hotel temporarily during the period of repair and maintenance. Party A shall bear for the daily expense of the substitute premises on the basis of the daily rent of the Premises. If the damage, malfunction or defect cannot be eliminated according to the reasonable judgment of both parties after seven (7) days from the date when Party B moves out of the Premises or from the commencement of the repair, Party B is entitled to early terminate this Contract by notifying Party A in writing, and such early termination shall take effect immediately upon the notice by Party B. In such situation, Party A shall return the security deposit (if any) and the rent paid for that month in advance. Further, Party A shall be responsible for the expenses for premises or hotel for no longer than fifteen (15) days before Party B moves to another premise at the daily rent for the Premises.

7.4 租赁期间，乙方应正常使用房屋及其设施。除房屋结构和固有缺陷导致的自然损耗外，因乙方非正常使用而导致的损坏或故障，乙方应负责支付维修费。但是，乙方无须对使用房屋及其设施时发生的下列情况承担责任：

During the Term of Lease, Party B shall use the Premises normally. Party B shall pay for the repair expenses if there is damage or malfunction caused due to the abnormal use of Party B, fair wear and tear and damage due to structural or inherent defects excepted. Party B shall not be liable for the following occurrences during the usage of the Premises:

(a) 房屋墙面、墙角和顶面的局部污损、划痕、碰擦、擦拭；墙面订钉、挂画或帖画的痕迹；

Partial defile, nick, scrape, brush, undersigned crash of the surface, corner and ceiling of the Premises; nail in the wall or mark or dilapidation of hanging or past picture on the wall;

(b) 地毯的污渍：

Besmirch on the rug;

(c) 家具、设备、设施等正常使用后的印迹、污渍、碰痕及局部破损：

Print, besmirch, bump mark and partially damaged on the furniture, equipment and facilities after normal use;

(d) 设施和设备正常使用时出现的故障或损坏：

Malfunction or broken of facilities and equipment appeared during normal use.

若有超出上述范围的损失，则乙方仅应对损坏部分单独进行赔偿或修复。甲方应就乙方支付的赔偿金出具发票或确认收到修理费的收据。

If there is any damage beyond the above, Party B shall only be responsible for compensation or repair of that part of the damaged Premises. Party A shall issue Official Invoice (Fapiao) for the compensation which Party B has paid therefore and an acknowledgement receipt that the repair has been undertaken.
八 租赁房屋的交还
Return Handover of the Premises

8.1 乙方应不迟于租赁期满或本合同提前终止之日将租赁房屋及其设施交还给甲方，所交还
的租赁房屋应该符合正常居住和使用后的状态，但乙方交还租赁房屋时无需恢复租赁房屋的原
状。

Party B shall return the Premises to Party A no later than the expiration date of the Term of Lease or the
date of early termination of the Contract. The Premises shall be under such conditions and status as has
been used normally, fair wear and tear excepted but need not to be recovered to its original status when
returned by Party B.

8.2 乙方应与甲方或其代表办理租赁房屋交还手续，并根据附件5 载明的状态与甲方共同验收，
并签署退房清单，经甲乙双方共同签署后的退房清单原件一式二份，甲乙双方各执一份。

Party B shall, together with Party A or its representative, carry out the formal return of the Premises.
After completing the inspection and acceptance according to the conditions and status as set out in the
Appendix 5, a list of return of the Premises shall be signed by both parties with two originals, and each
party shall hold one original.

8.3 本合同租赁期满或被提前终止后，如果甲方不按照本合同约定接收乙方交还的租赁房屋，乙
方有权以合理的方式关闭租赁房屋的大门和所有与外界连接的窗户，并将甲方交付房屋时提
供的所有钥匙留在租赁房屋内或置于该房屋信箱内，离开租赁房屋。乙方因此而离开租赁房屋的，
视为乙方已完成本合同约定的交还房屋义务。

Upon expiration of the Lease term or early termination of this Contract, if Party A does not accept the
Premises returned by Party B as agreed hereunder, Party B has the right to close the gate and all windows
connected to the exterior in a reasonable way, keep all keys that are provided by Party A in the Premises
or in its mailbox and exit from the Premises. In such situation, Party B shall be deemed as having fulfilled
the obligation of returning the Premises in accordance with this Contract.

九 甲方的责任
Obligations of Party A:

9.1 除非本合同另有规定，甲方不得在租赁期内收回租赁房屋。

Party A shall not repossess the leased Premises during the Lease term (unless otherwise stipulated in this
Contract).

9.2 租赁期内，甲方不得非法干扰乙方安宁享用租赁房屋的权利，当乙方的该项权利受到其他人的
非法干扰时，甲方必须尽最大努力排除该等干扰。

Throughout the Term of Lease, Party A shall not interrupt the right of Party B to peaceably hold and
enjoy the leased Premises. If such right is interrupted by any other person, Party A shall use its best
endeavors to halt such interruption.

9.3 甲方在此声明及保证甲方为出租房屋的合法拥有人并有合法地位出租此房屋予乙方。就
本合同及出租此房屋予乙方之事，甲方已取得中国所有有关机构的批准，包括政府批准及/或抵
押权人的同意(如适用)。甲方于本合同所作出的声明及保证，如有错误或违反者，甲方须就乙方
因此而引致的任何损失、损害、支出及费用作全部补偿。

Party A hereby represents and warrants that Party A is the legal owner of the leased Premises and has the
necessary legal capacity to lease the Premises to Party B. Party A has also obtained all the necessary
authorizations from all relevant authorities in the People’s Republic of China in respect of this Contract
and the leasing of the Premises to Party B, including government approval and/or mortgagee consent (if
applicable). Party A shall be liable to keep Party B fully indemnified against all costs, expenses, losses and damages incurred to and suffered by Party B as a result of any breach of Party A’s representation or warranties herein.

9.4 租赁期内，租赁房屋发生所有权全部或部分的转移，或其他影响乙方权益的事情时，甲方应保证所有权益人或其他影响乙权益的第三者，必须继续遵守本合同所有条款。如乙方于本合同下的权益受此等所有权益人或第三者所影响或损害，甲方须负责补偿乙方的所有损失、损害支出及费用。

If during the Term of Lease, all or part of the leased Premises is transferred to a third party or the right of Party B to use the leased Premises is affected, Party A shall ensure that such transferee or third party having an effect on the right of Party B to use the leased Premises will continue to abide by the terms of this Contract. Party A shall also be liable to keep Party B fully indemnified against all costs, expenses, losses and damages suffered by Party B if any of the interests of Party B herein is affected or prejudiced by such transferee or third party.

9.5 甲方应根据中国税法规定负责缴纳对乙方支付租金而可能产生所有与出租房屋有关的一切税项，包括但不限于土地使用费、房产税、印花税、营业税及企业所得税。甲方如为境外（包括香港、澳门和台湾）单位或个人还应负责因乙方支付租金而可能产生的租金预提税（包括滞纳金）。

Party A shall be responsible for paying all taxes in respect of the leased Premises (including but not limited to land use fee, real estate tax, stamp duty, business tax and enterprise income tax) in accordance with the PRC tax laws and regulations. If Party A is a foreign entity or person (including Hong Kong, Macau and Taiwan), then Party A shall be fully liable for and shall indemnify Party B for any withholding taxes (including penalty payments related thereto) in connection with the rent payments by Party B.

9.6 租赁房屋及其设施的保险由甲方负责购买。

Party A shall be responsible for purchasing the insurance for the Premises and facilities.

十 乙方的责任:
Obligations of Party B

10.1 乙方应按合同的规定，按时支付租金、保证金及其应付公用事业费。

Party B shall promptly pay all rent, security deposit and utilities fees payable in accordance with the terms of this Contract.

10.2 乙方应按本合同的约定合法使用租赁房屋，不得擅自改变使用性质，不存放中华人民共和国法律所禁止的危险物品，如因此发生损害，乙方应承担全部责任。

Party B shall use the leased Premises legally as agreed in this Contract and may not change such use on its own. Party B shall not store any dangerous items which are prohibited by the laws of the People’s Republic of China in the leased Premises and shall be fully responsible for any damages or losses as a result thereof.

10.3 未经甲方事先书面同意，乙方不得将承租的房屋转租或分租给其他的第三方。

Without the prior written consent of Party A, Party B may not assign the tenancy or sublet the leased Premises to a third party.

10.4 乙方应为属于自己的财产和物品购买保险。

Party B shall be responsible for purchasing the insurance for its own property and items.
Termination and dissolution of the Contract; Liability for Breach of Contract

11.1 Upon expiry of the Lease term (which includes the period of renewal if option exercised) and subject to no further renewal of the contract being agreed upon and concluded by Party A and Party B, this Contract shall be naturally terminated.

11.2 Both parties agree that this Contract will be early terminated under the following circumstances. Both parties shall not be liable for breach of Contract for such early termination and Party A shall return the security deposit and the rent paid in advance for that month to Party B in the following events:

(a) The land use rights of the Premises are legally withdrawn by the government;

(b) The Premises are confiscated by the government; or

(c) The Premises are damaged or destroyed due to reasons other than the fault of either parties or the dwelling of the Premises is dangerous.

(d) There are issues with the maintenance, management or operation of the common areas of the compound, which compromise the ability of the Occupant to enjoy the benefit of the premises.

11.3 Without prejudice to the right of Party A to terminate the Contract as stipulated hereunder, Party A is entitled to unilaterally terminate this Contract at any time by notifying Party B in writing under the following circumstances, and such termination shall take effect immediately upon notice by Party A. In such situation, Party A is entitled to keep the security deposit and the rent which has been paid for the current month as compensation:

(a) Party B changes the usage of the Premises without obtaining the written consent of Party A which leads to the damage of the Premises or engages in illegal activities utilizing the Premises;

(b) The main structure of the Premises is damaged due to the fault of Party B, damage due to structural or inherent defects excepted.; or

(c) Party B requires early termination of the contract before expiry of the Term of Lease; or

(d) Party B transfers the Premises to a third party.
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Party B subleases the Premises to another person without authorization.

11.4 除本合同约定的合同解除权外，乙方在下列情况下有权随时书面通知甲方终止本合同，书面解除合同的通知发出后立即生效。本合同因此而被解除后，甲方除应全额返还保证金和当月已付的相应租金之外，还应按保证金的一倍向乙方支付违约金：

Without prejudice to the right of Party B to terminate the Contract as stipulated hereunder, Party B is entitled to unilaterally terminate this Contract at any time by notifying Party A in writing under the following circumstances, and such termination shall take effect immediately upon notice by Party B. In such situation, Party A shall return the security deposit in full and the rent which has been paid for the then current month in advance to Party B. Further, Party A shall pay liquidated damages in the same amount of security deposit to Party B;

(a) 甲方交付的房屋严重不符合本合同约定；

The Premises handed over by Party A is not in conformity with the requirements set out in this Contract;

(b) 房屋交付时存在缺陷或在其它方面不符合本合同约定，并且甲方未能在交付之 日起十(10)日内进行修复或纠正；或

There is any defect or other conditions which is not in conformity with the requirements set out in this Contract with regard to the Premises and Party A fails to repair or rectify within ten (10) days after delivering of the Premises; or

(c) 因甲方违反本合同的约定，且经乙方提出后的十四（14）日内，甲方未予以纠正的。

Party A breaches the stipulation of this Contract and fails to rectify the breach within fourteen (14) days upon Party B’s demand of rectification.

11.5 除本合同约定的合同解除权外，乙方有权在下列情况下随时书面通知甲方终止本合同，书面解除合同的通知发出后立即生效。本合同因此而被解除后，除甲方应全额返还保证金和当月已付的相应租金外，双方互不承担责任：

Without prejudice to the right of Party B to terminate the Contract as stipulated hereunder, Party B is entitled to unilaterally terminate this Contract at any time by notifying Party A in writing under the following circumstances, and such termination shall take effect immediately upon notice by Party B. In such situation, neither Party shall take any responsibility except that Party A shall return the security deposit in full and the rent which has been paid for the then current month in advance to Party B:

(a) 房屋的水、电、燃气中任何一项因双方以外的原因发生供应中断，中断期一次超过三（3）天，乙方可要求搬出房屋，暂时居住酒店内，甲方应按房屋的日租金额承担此替代物业的每日费用。如果自乙方搬出房屋七（7）天后或自维修开始七（7）天后，故障仍未修复，且经双方协商后仍无法解决；或

In the event the supply of water or electricity or gas for the Premises is interrupted through no fault of either party and the period of such interruption exceeds three (3) days, Party B can ask to move out of the Premises and stay in a hotel temporarily. Party A shall bear the daily expense of the substitute premises on the basis of the daily rent of the Premises. If the malfunction cannot be eliminated after seven (7) days from the date when Party B moves out of the Premises or from the starting of the repair, and such problem remain unsolved after consultation between both parties; or

(b) 租赁期内的任何时候，若租赁房屋所处之居住区及周边环境存在超出法定标准的污染物，并且经双方协商后仍无法解决。

In the event there exists any contamination beyond statutory standard in the residential area or surrounding of the Premises during the Term of the Lease and such problem remains unresolved after consultation between both parties.
11.6 本合同中任何于本条款相抵触之部分皆以本条款为准。在下列任何情况发生时，乙方有权在提前60天以书面形式通知甲方，并在上述60天通知期满后搬离该物业，并同时解除其在本合同项下的所有进一步义务。若乙方无任何违约行为，则乙方可在上述60天通知期满后搬离该物业，并同时解除其在本合同项下的所有进一步义务。

Notwithstanding anything herein before contained to the contrary it is hereby agreed that Party B, upon the following proven circumstances only, shall have the right to terminate the Contract at any time by giving 60 days notice of such intention in writing to Party A, and if there shall be no breach of terms of this Contract, Party B may move out of the property and shall be released from all further obligations under any or all of the covenants or Contracts hereinbefore set forth:

(a) 该房屋的居住人与[___________]的雇佣关系终止。

The occupant’s employment with Party B [___________] is terminated.

(b) 该房屋居住人因公奉调回国，没有其他乙方的员工愿意入住该房屋。

The occupant is repatriated and no further employee of the Party B wishes to take up residence on the said premises.

(c) 该房屋的居住人或其直系亲属死亡或重病使该雇员必须返回本土，且没有可能短期内返回中国。

The occupant, or one of the occupant’s immediate family members, dies or suffers a serious illness necessitating the employee’s immediate repatriation with no possibility of an early return to the PRC.

(d) 关闭或居住人离任被调离[___________]; 或居住人死亡

The office is closed or the officer is transferred outside [___________] or recalled; or the death of the officer occurs.

(e) 如果甲方将房屋租售或转让给第三方从事危险行动，从而影响乙方的利益及人身安全的，乙方有权在提前两个月书面通知情况下通知甲方终止合同。租金应根据该通知上的期满日按比例结算，并且甲方应在十个工作日内将乙方提前支付的解约日后的租金返还给乙方。

If Party A shall hereafter allocate or dispose of any part of the premises to any person whose use of the said premises might reasonably be regarded as prejudicial to the interests of the Party B on the grounds of security, Party B shall be entitled to terminate the Contract hereby created on giving the Party A 2 months written notice. The amount of rent to be paid will be calculated on a proportional basis up to the date on which the said notice expires and Party A shall refund to the lessee any rent paid in advance for any period after the date of expiry of said notice within 10 working days.

在此情况下不租方应按本合同第四条将保证金无息全额退还给乙方。

Party A shall return the security deposit without interest to the Party B in accordance with Article 4 of this agreement in the aforesaid cases.

十二不可抗力:

Force Majeure

若由于不可抗拒的自然灾害（包括但不限于火灾、洪水、地震、意外、罢工、战争、暴动、敌对等行为）或其他非乙方过错所造成的对本物业的损毁致使无法居住或使用，乙方有权终止本合同，甲方应全数退还乙方所有保证金及当月所余租期之相应租金。

If the leased Premises are destroyed, damaged and rendered uninhabitable or unusable due to force majeure (including, but not limited to, fires, flood, earthquakes, accidents, strikes, wars, insurrections,
public enemy etc.) or actions that are not the result of the fault of Party B, Party B shall have the right to terminate this Contract and prorated balance of all rents paid, as well as security deposit, shall be returned to Party B without any set-off or deductions.

十三 通知  
Notices

合同双方的联络信息必须真实有效。若下述信息有所变动，一方必须在10天内变动信息通知另一方。本合同项下的或与本合同相关的任何通知或联络应以书面形式寄往另一方下述地址。若一方有委派代理人，任何通知或联络应同时抄送双方代理人（若有）。

The contact information of both parties must be real and effective. In the event of a change of the information below a Party has to inform the other Party of such change within 10 days. All notices or other communications relating to or under this Contract shall be in writing and served to the other Party at the following address. In the event a Party has appointed a representative all notices and other communications shall also be copied to both parties’ representatives (if any) at same time:

甲 方:  
If to Party A, to:

收件人:  
Attn:  

地 址:  
Address:  

电 话:  
Telephone:  

邮件:  
Email Address:  

维修联系人:  
Repair Contact:  

乙 方:  
If to Party B, to:  

收件人:  
Attn:  

地 址:  
Address:  

电 话:  
Telephone:  

十四 适用法律:  
Applicable Law:  

本合同的成立、效力、解释、履行及纠纷和解均受中华人民共和国法律的管辖并依据中国法律解释。
The formation of this Contract, its validity, interpretation, execution and settlement of any disputes arising hereunder shall be governed by and construed in accordance with the laws of the People’s Republic of China.

十五争议的解决:

Dispute Resolution:

凡因执行本合同所产生的或与合同有关的一切争议，双方应通过友好协商解决，协商不成，应提交[ ]，按其仲裁规则和中华人民共和国仲裁法在[ ]进行仲裁。仲裁裁决是终局的，对双方都有约束力。

In the event of any dispute arising out of or in connection with this Contract or any matters related hereto, both parties shall negotiate in good faith to resolve such disputes. If such negotiation fails, the parties shall submit the dispute to [ ] in accordance with its arbitration rules and the Arbitration Law of the People’s Republic of China for arbitration. The decision of the arbitration tribunal is final and shall be binding on the parties hereto.

十六其他:

Others:

16.1 本合同所有附件均是本合同不可分割的组成部分，具有同等法律效力。

All appendices to this Contract are integral parts of this Contract and shall have equal legal effect with this Contract.

16.2 本合同如有未尽事宜，由甲乙双方协商解决，合同双方应尽力就该未尽事宜签订符合本合同宗旨的新条款，且该新条款在经济利益方面的效果与原先有疑问之条款相一致。

If this Contract is unclear with respect to certain matters, the two parties shall discuss to resolve such matters and the parties shall use their best efforts to arrive at a new provision or clause consistent with the overall intent and objectives of this Contract and which in terms of its economic result corresponds to the unclear provision.

16.3 本合同由中文和英文两种语言写成，两种语言具有同等效力，如两种语言存在不一致之处，以英文为准。

This Contract is written both in the Chinese and English languages. Both versions shall be equally authentic. In case of any discrepancy between two language versions, the English version shall prevail.

16.4 未经双方同意，不得任意终止或修改本合同(本合同另有约定除外)。本合同一式三份，甲方执壹份，乙方执贰份。

Save and except as provided in this Contract, this Contract may not be terminated or amended without the consent of both parties. There are three originals of this Contract, one for Party A, two for Party B.

16.5 双方须各自负责因准备、商讨及签署本合同所引致的法律费用。

Each party shall bear its own legal costs in relation to the preparation, negotiation and execution of this Contract.

16.6 可分割性

Severability
如果本合同的个别条款归于无效，合同的其他条款依然有效，合同双方应尽力就该无效条款所涉事宜签订符合本合同宗旨的新条款，且该新条款在经济利益方面的效果与前述归于无效之条款相一致。

Should an individual provision or clause in this Contract be held invalid or unenforceable, the remaining provisions of this Contract shall continue in force, and the parties shall use their best efforts to arrive at a new provision or clause consistent with the overall intent and objectives of this Contract and which in terms of its economic result corresponds to the invalid provision.

16.7 生效日
Effective Date

本合同生效日应是本合同条款2.1中规定的日期。

The effective date of this Contract shall be the date stipulated in clause 2.1 of this Contract.

16.8 备案
Registration

本合同应在签署后在当地房产登记部门备案，甲方应负责办理所有备案手续，并承担全部备案费用。

This Contract shall be registered with the local real estate registry upon the signing of this Contract. Party A shall be responsible for going through all necessary procedures of registration and bear all costs incurred.

16.9 签字
Signatures

本合同于列在每一方签字下方的日期由双方授权代表签字盖章。

This Contract is signed and sealed by the authorized representatives of the parties hereto on the date set forth next to the signature of each Party.
甲方：________________________ 乙方：________________________

Party A: ______________________ Party B: ______________________

签署：________________________ 签署：________________________
Signature: ______________________ Signature: ______________________

盖章：________________________ 盖章：________________________
Seal: __________________________ Seal: __________________________

日期：________________________ 日期：________________________
Date: __________________________ Date: __________________________

地址：________________________ 地址：________________________
Address: ______________________ Address: ______________________

电 话 ：____________________ 电 话 ：____________________
Number: _______________________ Number: _______________________
附件 1
Appendix 1
甲方营业执照或身份证件
Party A’s business license or Identification Documentation

附件 2
Appendix 2
乙方营业执照或身份证件
Party B’s business license or Identification Documentation

附件 3
Appendix 3
使用人的身份证件
Occupant Identification Documentation

附件 4
Appendix 4
产权证
Ownership Certificate

附件 5
Appendix 5
固定装置、家具、装饰品和家用电器清单（=租赁房屋）
List of Fixtures, Furniture, Furnishings and Appliances (= the Premises)

<table>
<thead>
<tr>
<th>家私名称</th>
<th>数量</th>
<th>电器名称</th>
<th>数量</th>
<th>品牌</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Qty</td>
<td>Electrical Appliance Qty Brand</td>
<td></td>
<td></td>
</tr>
<tr>
<td>会客厅</td>
<td>Curtains</td>
<td>Ceiling Light 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Living room</td>
<td></td>
<td>TV 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Central A/C 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>餐厅</td>
<td>Curtains</td>
<td>Ceiling Light 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dining room</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>厨房</td>
<td>Kitchen Cabinet 1 set</td>
<td>Exhaust hood 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kitchen</td>
<td>Washing machine 1</td>
<td>4 head stove 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dryer</td>
<td>Microwave 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Double fridge 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dishwasher 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Oven 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The Party A agrees to provide the following:

业主同意提供以下项目:

房屋交付使用前，出租方需对房屋做以下修整和改进:

1) 出租方须提供一条电话线，及开通 ADSL 网络功能。并须安装卫星电视和本地电视的机顶盒。

<table>
<thead>
<tr>
<th>部分</th>
<th>设备</th>
<th>数量</th>
</tr>
</thead>
<tbody>
<tr>
<td>天台</td>
<td>空调</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Separate A/C</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Roofs garden</td>
<td></td>
</tr>
<tr>
<td>主人房</td>
<td>窗帘</td>
<td>1</td>
</tr>
<tr>
<td>Master room</td>
<td>百叶帘</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>中央空调</td>
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<tr>
<td></td>
<td>Central A/C</td>
<td></td>
</tr>
<tr>
<td></td>
<td>衣帽间</td>
<td>1 set</td>
</tr>
<tr>
<td></td>
<td>Walk-in closet</td>
<td></td>
</tr>
<tr>
<td>客房1</td>
<td>衣柜</td>
<td>1</td>
</tr>
<tr>
<td>Guest room 1</td>
<td>Built-in closet</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>吊灯</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Ceiling Light</td>
<td></td>
</tr>
<tr>
<td>客房2</td>
<td>衣柜</td>
<td>1</td>
</tr>
<tr>
<td>Guest room 2</td>
<td>Built-in closet</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>吊灯</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Ceiling Light</td>
<td></td>
</tr>
<tr>
<td>客房3</td>
<td>衣柜</td>
<td>1</td>
</tr>
<tr>
<td>Guest room 3</td>
<td>Built-in closet</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>吊灯</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Ceiling Light</td>
<td></td>
</tr>
<tr>
<td>客房4</td>
<td>衣柜</td>
<td>1</td>
</tr>
<tr>
<td>Guest room 4</td>
<td>Built-in closet</td>
<td>1</td>
</tr>
<tr>
<td>浴室</td>
<td>浴室设备</td>
<td>1</td>
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<tr>
<td></td>
<td>Bath Fixtures</td>
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</tr>
<tr>
<td></td>
<td>煤气热水器</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Gas heater</td>
<td></td>
</tr>
<tr>
<td>其它</td>
<td>灯具</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Other lighting</td>
<td></td>
</tr>
</tbody>
</table>

Remarks: The above list shall be in accordance with the actual handover list. 

备注：以实际入住及购买后的家具清单确认为准。
The Party A shall provide one telephone cable with ADSL internet access – and install satellite and local TV boxes.

2) 出租方需保证物业的水、电、煤气能正常使用。
Water, gas, electricity supply shall be ensured to meet normal use.

3) 在每一间房间、客厅和餐厅安装烟雾传感器和在厨房安装煤气传感器。
Every room, living room and dining room would be set up a smoke sensor and the kitchen would be set up a gas sensor.

4) 房屋需要由行内知名专业公司去除甲醛。[                     ] 将委托第三方出具一份独立报告测试房屋的甲醛含量来确认其在可接受范围内。
Formaldehyde must be removed by a reputable company, and the [                     ] will commission the third party for issuing an independent report to test the apartment’s formaldehyde levels – and be confident that these are at an acceptable level.

5) 安装一个可滑动的木门在餐厅（根据入住时间安排合理的时间表进行安装）。
Install a moveable wooden door in the dining room (within a reasonable timeframe upon moving in).

6) 所有房间、客厅和餐厅提供窗帘。
All the rooms, living room and dining room shall be provided with curtain.

7) 更换一台新的洗衣机在厨房。
Replace a new washing machine in the kitchen.

8) 配置一台 55 寸左右的电视机在客厅。
Set up an around 55 inch TV in the living room.

9) 入住前彻底全屋清洁房屋。
The apartment shall be fully cleaned before moving in.

10) 租赁房屋保证所有窗户都将安装双层玻璃, 并更换新的窗框（饭厅和客房洗手间窗框除外）。
Windows will be double-glazed throughout the apartment, and will have new joinery, except for the joinery in the dining room and guest bathroom.

11) 大门门锁需要更换并提供钥匙 Main lock is changed and keys provided.

12) 洗衣区域需要提供洗衣水槽并嵌入在洗衣台中 Laundry area is fitted with a laundry sink and built in bench top.
UNANIMOUS WRITTEN RESOLUTION OF 
THE BOARD OF DIRECTORS OF 
[公司名称]

In accordance with the [该国/州/地区公司法] and Articles of Incorporation of [公司名称], a/an [该国/州/地区名称] corporation (the “Company”), the undersigned, constituting all of the members of the Company’s Board of Directors (the “Board”), hereby adopt the following recitals and resolutions effective as of the date set forth on the signature page:

1. **BOARD OF DIRECTORS:**  
**HEREBY VOTE AND ACKNOWLEDGE,** that the Board is comprised of [董事人数(英文数字)] ([董事人数(阿拉伯数字)]) members below as of the date of this Resolution:  
[董事名称]  
[董事名称]  
......

2. **SETTING UP FOREIGN-FUNDED ENTERPRISE IN CHINA:**  
[被授权人名称], as the [被授权人职称] of [公司名称], is authorized to execute any and all contracts and other instruments in the name and on behalf of the Company, in regard to setting up a foreign-funded enterprise and any following matters in [内地城市、省份], China. Besides, [被授权人名称] is allowed to subdelegate all or any of the foregoing powers and authorities to any other people under his/her own will.

3. **OMNIBUS RESOLUTIONS:**  
**RESOLVED,** that all actions heretofore taken by the officers and directors of the Company with respect to the foregoing transactions and all other matters contemplated by the foregoing resolutions are hereby approved, adopted, ratified and confirmed.

(Signature Page to Follow)

IN WITNESS WHEREOF, the undersigned have executed this Action by Unanimous Written Resolution of the Board of Directors as of the date first set forth below.

Signature: _____________________  
Date: __________

Signature: _____________________  
Date: __________

......  
......
Joint venture – letter of intent

LETTER OF INTENT

THIS LETTER OF INTENT is entered into this [Date] between [Name of Party A] (“Party A”), a [Type of Enterprise] organized and existing under the laws of [Jurisdiction] with its legal address at [Address], and [Name of Party B] (“Party B”), a [Type of Enterprise] organized and existing under the laws of [Jurisdiction] and whose principal place of business is at [Address]. Party A and Party B may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

Scope

1.1 Party A and Party B desire to discuss the possibility of establishing a sino-foreign [equity][cooperative] joint venture in [Municipality] of [Province], [Country] (the "Company") to [manufacture][Description of the Products] (the "Products") OR [provide][Description of the Services] (the "Services") OR [engage in][Description of the Project] (the "Project") for an indefinite term.

1.2 The purpose of this Letter of Intent is to record certain aspects of the Company that the Parties mutually acknowledge and to outline future activities to be undertaken by the Parties in relation to its establishment.

Basic Understanding

1.3 The Parties hereby agree to conduct a joint investigation to determine the viability of establishing the Company. The Parties will perform all appropriate actions aimed at determining the viability of the Company and, if such viability is mutually confirmed, set forth their findings in a Feasibility Study as soon as possible.

1.4 The Parties anticipate that the Feasibility Study will include, but will not necessarily be limited to, the following:

Financial projections;

Capital investment requirements;

Potential customer demand for the [Products][Services][units in the Project];

Scope of business and scale of [production][operations][project]; and

Labour requirements.

1.5 The Parties acknowledge that if the Parties decide to proceed with the establishment of the Company, then it is intended that (i) the total amount of investment of the Company would be [RMB _______ (________ Renminbi)][US$ _______ (________ United States Dollars)], and (ii) the registered capital of [RMB _______ (________ Renminbi)][US$ _______ (________ United States Dollars)] of which Party A’s contribution would be ______ percent (_____%) comprising [Description] and Party B’s contribution would be ______ percent (_____%) comprising [Description].

2.4 The profits will be shared by the Parties [in proportion to each Party’s respective contributions to the registered capital of the Company][Description].

a. The Parties acknowledge that if the Parties decide to proceed with the establishment of the Company, then it is intended that the Company will [apply directly for the granted land use rights to Party A’s site (the “Site”) but that Party A will lease the manufacturing/administrative building located on the Site (the “Building”) to the Company][lease premises for a third party lessor][apply directly for the granted

1 References to the “Project” in this letter of intent are included for this document to be used for a cooperative joint venture.
land use rights to the site (the “Site”) of the Project. The [terms of the lease and the amount of the rent] [amount of the land use fee] to be paid in respect thereof shall hereafter be discussed and agreed between the Parties and shall be set forth in a specific [Building Lease Contract] [Premises Lease Contract] [Land Use Contract].

1.6 The Parties acknowledge that if the Parties decide to proceed with the establishment of the Company, then it is intended that Party A will supply certain site services and utilities to the Company of the same quality and on the same terms that Party A currently enjoys on the Site and in the Building. The scope of the site services and utilities to be supplied, the terms and the amount of the service fees and utilities charges to be paid in respect thereof, shall hereafter discussed and agreed between the Parties and shall be set forth in a specific Site Services Contract and Utilities Supply Contract.

1.7 The Parties acknowledge that if the Parties decide to proceed with the establishment of the Company, then it is intended that the [domestic sales of the Products will be handled by the Company and export sales would be handled exclusively through Party B or its subsidiaries or affiliates. The volume of the Products which would be exported, the terms and the purchase price to be paid in respect thereof, shall hereafter discussed and agreed between the Parties and shall be set forth in a specific Export Agency Contract] [marketing, sales and distribution of products currently manufactured by Party B or its affiliates would be handled on a non-exclusive basis by the Company. The scope of products, territory and authorization shall be set forth in a specific Agency Contract].

1.8 The Parties acknowledge that if the Parties decide to proceed with the establishment of the Company, then it is intended that Party B or one of its subsidiaries or affiliates will license technical information and assistance and intellectual property rights to the Company. The scope of the technical information and assistance to be supplied, the terms and the amount of the any royalties and fees to be paid in respect thereof, shall hereafter discussed and agreed between the Parties and shall be set forth in a specific Technology License Contract and Trademark License Contract.

1.9 The Parties acknowledge that if the Parties decide to proceed with the establishment of the Company, then it is intended that (i) Party A transfer certain of its personnel, currently contemplated to be [_____ [___] persons, to the Company and that such personnel (in addition to those personnel directly recruited and hired by the Company) shall enter into a Labour Contract with the Company, and (ii) Party B second certain of its personnel and that such personnel shall enter into a Secondment Contract with the Company.

1.10 The Parties acknowledge that if the Parties decide to proceed with the establishment of the Company, then it is intended that there shall be (i) a Board of Directors comprising [_____ [___] Directors, of whom [_____ [___], including the Chairman, will be appointed by Party A and [_____ [___], including the Vice Chairman, will be appointed by Party B, and (ii) a management organization comprising management personnel, of whom the [General Manager] will be nominated by Party B and the [Deputy General Manager] will be nominated by Party A.

1.11 The Parties acknowledge that if it is decided to proceed with the Company, then the Parties intend that the Company will begin [manufacturing and assembly of the Products during calendar year [_____ [___] and, subject to market conditions, the Company's (i) scale of production shall be [_____ [___] units by the year [_____ [___], and (ii) scope of products shall be extended to [_____ [___] [Description]].

OR
[providing the Services during calendar year [_____ [___] and, subject to market conditions, the Company's (i) scale of operations shall be [_____ [___] by the year [_____ [___], and (ii) scope of business shall be extended to [_____ [___] [Description]].

OR
[marketing, leasing and pre-selling the Units during calendar year [_____ [___] and selling completed Units by [_____ [___]].

OR

2 The applicability of the articles with an asterisk (*) will depend upon the particularities of the transaction.
1.12 The Parties agree that any dispute arising out of or in connection with the contracts entered into between the Parties with respect to the establishment of the Company or entered into between a Party and the Company shall be settled first through friendly consultation. If the relevant parties fail to reach an agreement, the dispute shall be finally settled by arbitration in [ ] and in accordance with the rules of an international arbitration commission or an arbitration commission in such third country. Detailed provisions for the resolution of disputes shall be as set forth in each of the above-referenced contracts.

Approval of Feasibility Study

As soon as possible after the execution of this Letter of Intent and contemporaneously with the commencement of the Feasibility Study, the Parties shall proceed to negotiate the terms of a Joint Venture Contract and the other contracts referenced herein.

Confidentiality

The receiving Party shall treat as confidential all information obtained by the disclosing Party in relation to the matters contemplated by this Letter of Intent and shall not divulge or disclose such information to any person (except to such receiving Party’s own employees or affiliates and then only to those employees and affiliates who need to know the same) without the disclosing Party’s prior written consent, provided that this clause shall not extend to information which was (i) rightfully in the possession of the receiving Party, or (ii) already public knowledge prior to its disclosure to the receiving Party by the disclosing Party. The foregoing obligations as to confidentiality shall remain effective until [ ] years after the date of this Letter of Intent. Neither Party shall make announcements or any other disclosure to a third party in relation to the matters contemplated by this Letter of Intent without the prior agreement of the other Party.

Non-Binding Obligation

The Parties acknowledge that this Letter of Intent is preliminary in nature, indicating a sincere interest in participating in future discussion and negotiations, as outlined herein, but it does not represent any binding legal obligation or legal commitment by either Party to undertake any transaction, and none should be implied. Such proposed obligation or commitment shall become legally binding only after the transaction is negotiated to the point where terms are agreed and documented, appropriate management and board approvals for the transaction are obtained, and such government and shareholder approvals or authorizations deemed necessary or desirable by either Party are secured. Accordingly, until a Joint Venture Contract is executed, each Party reserves the right to terminate negotiations without liability to the other and each Party shall be responsible for its own costs.

Language and Counterparts

This Letter of Intent is executed in English and Chinese in two (2) original counterparts in each language. In the event of any conflict between the English language and Chinese language versions of this Letter of Intent, or in the event of any misunderstanding or ambiguities, the English language version shall prevail.

IN WITNESS WHEREOF, the Parties hereto have caused this Letter of Intent to be executed as of the date first above written by their duly authorized representatives

[PARTY A] [PARTY B]
By: ________________________     By:________________________
Name:         Name:
Title:        Title:
JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT (the “Agreement”) is made on the [*] (the “Effective Date”) at the office of [*] by and between:

A. [ ________________ ]: (a [ ______________ ] company with registered number [ __________ ])
   whose registered office is at [ _______________ ] and represented by [ ________________ ]
   acting through a duly authorized power of attorney (the [ _________ ], hereinafter referred to as “Party A”), of one part; and

B. [ ________________ ]: (a [ ______________ ] company with registered number [ __________ ])
   whose registered office is at [ _______________ ] and represented by [ ________________ ]
   acting through a duly authorized power of attorney (the [ _________ ], hereinafter referred to as the “Party B”), of the other part.

The parties hereto shall be hereinafter referred to individually as the “Party” and collectively as the “Parties”.

WHEREAS:

(a) Party A is [ ________________ ].
(b) Party B is [ ________________ ].
(c) Party A and Party B intend to incorporate a joint venture company (the “JV Company”) to conduct the [business] in [Territory] and to regulate their relationship in the JV Company pursuant and subject to the terms and conditions herein.

NOW, THEREFORE, the Parties agree as follows;

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise specifies or requires, when used in this Agreement the following terms have the meanings set forth below:

“Agreement” means this Joint Venture Agreement.

“Articles of Association” means the specimen Articles of Association which are attached hereto as Annex [ __________ ].

“Board of Directors” or “Board” means the board of directors from time to time of the JV Company appointed by the general meeting of Shareholders.

“Business” means the business of the JV Company as described in Clause 2.3 and such other business as the Shareholders may agree from time to time.

“Chairman” means the person appointed to such a position by the Party A Shareholder.

“JV Company” means [ ________________ ] Co., Ltd. (or the name otherwise approved by relevant authority), a private limited liability company jointly incorporated by the Parties under the laws of [ _________ ] under the terms and conditions of this Agreement.

“Director” means the director of the JV Company for the time being as duly appointed in accordance with this Agreement and the Articles of Association.

“Share” or “Shares” means the shares in the share capital of the JV Company, whether currently issued or to be issued in the future.

“Shareholder” or “Shareholders” means any registered holder of one or more Shares from time to time.
1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

(a) words importing the singular shall include the plural and vice versa;

(b) words importing a specific gender shall include the other genders (mail, female or neuter);

(c) clause headings are inserted for convenience only and shall not affect the interpretation or construction of this Agreement; and

(d) references to this Agreement are references to this Agreement and the schedules, exhibits or attachments referred to in this Agreement.

2. **CORPORATE PARTICULARS OF THE JV COMPANY**

2.1 **Business Purpose of JV Company**

Unless otherwise agreed to by the Parties, the main business activities of the JV Company shall consist of the following:

(a) [ ];

(b) [ ];

(c) [ ];

(d) ……

2.2 **Registered Capital**

As at the Effective Date of this Agreement, the JV Company has the registered capital of [ ], divided into [ ] ordinary shares at a par value each of [ ] each, with fully paid up capital.

2.3 **Shareholding Structure**

The shareholding structure of the JV Company shall be as follows:

<table>
<thead>
<tr>
<th>No.</th>
<th>Shareholders</th>
<th>Total Number of Shares</th>
<th>Proportion</th>
<th>Group of Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>[A]</td>
<td>[ ]%</td>
<td></td>
<td>Party A</td>
</tr>
<tr>
<td>2.</td>
<td>[B]</td>
<td>[ ]%</td>
<td></td>
<td>Party B</td>
</tr>
<tr>
<td>3</td>
<td>[C]</td>
<td>[ ]%</td>
<td></td>
<td>Party B</td>
</tr>
<tr>
<td>4.</td>
<td>[D]</td>
<td>[ ]%</td>
<td></td>
<td>Party B</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>100%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The corporate shareholding structure shall be divided into 2 (Two) groups as follows:

(i) **Party A Shares**: Consisting of [ ] ordinary Shares, representing [ ]% (Percent) of the registered share capital of the JV Company (“**Party A Shareholder**”);

(ii) **Party B Shares**: Consisting of [ ] ordinary Shares, representing [ ]% (Percent) of the registered share capital of the JV Company (“**Party B Shareholder**”).

2.4 **Articles of Association**
The Parties agree that the Articles of Association is deemed to be incorporated in this Agreement, attached hereto as in Annex [    ], and the Parties as Shareholders in the JV Company, agree that they are legally bound among each other as the contracting Parties to abide by the terms and conditions of this Agreement and the Articles of Association; provided that the Articles of Association facilitate and do not at any time contain any provisions which conflict with or are inconsistent with any of the terms and conditions of this Agreement. In the event of any conflict between the provisions of this Agreement and the Articles of Association, this Agreement shall prevail, and the Parties shall cause the JV Company to promptly amend the provisions of the registered Articles of Association to make them consistent with the provisions of this Agreement, to the extent it is permitted by law.

2.5 Dividends Policy

2.5.1 Subject to the approval of the Board of Director or Shareholders, dividends shall be paid on each Share out of the JV Company’s net profit, after relevant amounts being set aside for legal reserves and business requirements of the JV Company. In accordance with applicable laws and regulations, a general meeting of Shareholders or the Board of Director shall be convened to take the necessary steps to declare and effect payment of such dividends at least annually if cash flow permits.

2.5.2 The Parties shall ensure that the Board of Directors take such action as may be necessary to procure that the auditors are instructed to report, at the expense of the JV Company and at the same time that the Board of Directors signs their report on the financial statements for each financial year, as to the amount of cash for that financial year which is available for distribution by the JV Company in accordance with the applicable laws and regulations after allowance for the reserves and business requirements of the JV Company.

2.5.3 Dividends paid to a Shareholder shall be paid out after the Shares have been fully paid to the JV Company by such Shareholder.

2.5.4 The Parties agree that, at any time of distribution of dividend, the JV Company shall appropriate to a reserve fund at each distribution of dividend, at least [       ] of the profit arising from the Business of the JV Company until the reserve fund reaches at least [      ] of the registered capital of the JV Company or such higher proportion

3. MANAGEMENT AND CONTROL

3.1 Board of Directors

The JV Company shall be managed by the Board of Directors under the control of the general meeting of the Shareholders of the JV Company and in accordance with and subject to the Articles of Association of the JV Company.

The Board of Directors shall consist of at least [       ] Director(s) who shall be appointed upon the nomination of Party A Shareholder.

The Shareholders shall vote in favor of the appointment of Director as nominated the Party A Shareholder above. The Shareholder(s) who nominates any Director shall have the exclusive right to purpose to a Shareholders’ meeting to remove and/or replace that Director.

3.2 Authorization of Directors

The JV Company shall have [        ] authorized director(s) appointed by Party A Shareholder whose signatory shall bind the JV Company.

Any matter of the JV Company can be solely signed by the authorized director with the JV Company’s seal affixed.

3.3 Chairman
Party A Shareholder shall elect 1 (One) of the Director becoming the Chairman of the Board of Directors. The Chairman shall preside over all meetings of the Board of Directors and shall have a casting vote.

3.4 Board Meeting

The Parties agree that the Board of Directors’ meeting shall be in accordance with the provisions:

(a) Meetings: Meetings of the Board of Directors shall be held at such time and places as may be determined by the Chairman. In case of necessity and/or urgency, any Director may call for a Board of Directors’ meeting of not less than [ ] days’ written notice of a meeting shall be given to each Director by letter or facsimile or e-mail as appropriate. Such notice period may be shortened by agreement of all Directors acknowledged in writing. Such notice to any Director may be waived by that Director and shall be deemed waived by his presence at the meeting.

(b) Quorum: At all meetings of the Board of Directors, a quorum shall [Define the quorum].

(c) Resolutions: A resolution of the Board of Directors’ meeting shall require a majority of the affirmative vote of the Directors present in person at a meeting.

4. SHAREHOLDER MATTER

Shareholders’ Meeting

(a) General Meeting: The JV Company shall hold a general meeting of the Shareholders at least once in every [ ] months. Such general meetings shall be called “Ordinary General Meeting”; and all other general meetings shall be called “Extraordinary General Meeting”.

(b) Notice of General Meeting: [Specify the notification rules].

(c) Quorum: A quorum of a general meeting of Shareholders shall [Define the quorum].

(d) Voting Rights: [Define the Voting Rights of Shareholders].

(e) Resolutions: All resolutions by a general meeting shall require [Define the resolution rules].

The following matters (the "Reserved Matters") shall be transacted only by a special resolution of the general meeting of Shareholders, which shall be passed by the affirmative votes of not less than three forth (3/4) or 75% (Seventy-Five Percent) of the total votes of the Shareholders attending the meeting and eligible to cast the votes (the "Special Resolution");

(1) [ ];
(2) [ ];
(3) [ ];
(4) [ ];
(5) [ ];
(6) ……

(f) Proxies: Any shareholder may vote by proxy, provided that the power given to the proxy shall be in writing. The instrument appointing a proxy shall be dated and signed by the shareholder and shall contain the particulars as required by the Articles of Association. The proxy proposes to vote at a meeting, the instrument of appointment of the proxy must be deposited with the chairman at or before the commencement of that meeting.

5. TRANSFER OF SHARES

5.1 General Restriction
Except as otherwise specifically provided in Clause 5.3 and Clause 8.3 of this Agreement, Party B Shareholder shall not, directly or indirectly, do the following actions (any such action being hereinafter referred to as a “transfer”) without having obtained the prior written approval of the other Parties:

(a) Sell, pledge, mortgage, assign or transfer any of the Shares owned or controlled by them;

(b) Grant, create or dispose of any right or interest in any shares owned or controlled by them;

(c) Create or permit to exist any encumbrance or security interest over any Shares owned or controlled by them;

(d) Enter into any agreement or arrangement that affect to voting right of any Shares in the JV Company:

5.2 Permitted Transfers

Party A Shareholder shall have the right to transfer any or all of their shares to one or more of their respective affiliate and/or shareholders and/or directors and/or other third party without the prior written consent of the other Parties and without compliance with Clause 5.3.

5.3 Right of First Refusal

(a) In the event that any Party (the “Offering Shareholder”) desires to sell, assign or transfer all or any part of their Shares to a third party (the “Third Party”), the Offering Shareholder shall first give written notice (the “Offer Notice”) to all other Parties (the “Offered Shareholders”). The Offer Notice shall specify the number of shares that the Offering Shareholder proposes to transfer (the “Offering Shares”), the price per share, and all other applicable terms and conditions which shall not less favourable than those offered to the Third Party.

(b) The Offered Shareholders have the option to acquire or reject the Offering Shares by delivering the acceptance notice (“Acceptance Notice”) to the Offering Shareholder within 30 (Thirty) days from the date of receipt of the Offer Notice. The Acceptance Notice shall specify the number of shares being accepted which can be up to the entire amount of the shares as a maximum.

(c) If there shall be more than 1 (One) of the accepting Shareholders (the “Accepting Shareholders”) accepting the Offering Shares or if the number of shares accepted by the Accepting Shareholders in the Acceptance Notice exceeds the actual amount of the Offering Shares, the Offering Shares shall be allocated such to or among the Accepting Shareholders on proportion basis as nearly as practicable to the number of shares held by them. If not all holders of Shares accept the offer in their proportions in full, then any Offering Shares not so accepted shall be used to satisfy requests from the others.

(d) If any such Party fails to give the Offering Shareholder an Acceptance Notice within the period specified above, such Party shall be deemed to have waived its right of first refusal with respect to the Offering Shares.

(e) If the Offered Shareholders do not accept the Offering Shares or the Offering Shares are not accepted by the Acceptance Notice within 30 (Thirty) days from the date of receipt of the Offer Notice, then the Offering Shareholder may sell the Offering Shares to the Third Party but only at the price and on the terms and conditions not more favourable than those offered to the other Parties.

When the Offering Shareholder sells all or part of its Shares to the Third Party, if the Offered Shareholder considers that the price and/or the terms and conditions offered to the Third Party is more favorable than those described in the Transfer Notice, the Offered Shareholder has the right to propose against the Offering Shareholder the sale of the Shares at the same price and condition as the Offering Shareholder proposed to the Third Party. The Offering Shareholder must accordingly receive the reverse sale at the same selling price and condition offered by the Offered Shareholder, otherwise the Offering Shareholder has no right to sell its Shares to the Third Party.
If the Offering Shareholder fails to sell the Offering Shares to the Third Party within 45 (Forty-five) days from the date that Offered Shareholders have rejected or failed to accept the offer specific period, such offer shall be void and the Offering Shareholder may not sell or transfer any Shares further without repeating the foregoing procedures. In any time that the Offering Shareholder has re-offered or changed the condition of the Offer Notice, the Offering Shareholder shall always first offer to the Offered Shareholders.

5.4 Deed of Adherence

Under no circumstances shall a transfer of shares to any person or entity be valid or effective for any purpose, unless the transferee thereof has executed a deed of adherence and become a party to this Agreement, and thereafter hold such Shares subject to all the terms and conditions of this Agreement and the Articles of Association. The transferor shall be released and discharged from all obligations under this Agreement with respect to those shares arising after the date of the Transfer.

5.5 Registration of Transfers

The Parties agree that they shall procure that any attempt to transfer Shares not in compliance with this Agreement and/or the Articles of Association shall be null and void, and shall cause and ensure that neither the JV Company nor the Board of Directors shall give any effect in the JV Company’s records to any such attempted transfer or to register such transfer with the Companies Registrar.

5.6 Preemptive Rights

All newly issued shares by the JV Company must be first offered to each Party in accordance with such Party’s respective pro-rata ownership interest in all issued and outstanding Shares of the JV Company prior to giving effect to the issuance of such newly issued Shares, at the same price and on the same terms as such Shares are offered generally. Such price and terms shall be specified by the JV Company in a writing delivered to the Parties (the “Preemptive Rights Offer”), which the Preemptive Rights Offer by its terms shall remain open and irrevocable for 30 (thirty) days from the date the Preemptive Rights Offer is delivered by the JV Company to all Parties.

5.7 Transfer Formality

All transfers of Shares must be in writing and executed both by the transferor and the transferee with certified by at least 1 (one) witness. Such transfer shall be valid against the JV Company and third persons when the transfer as well as the names and address of the transferee are entered in the share register book of the JV Company.

6 NON-COMPETITION

During the entire term as Shareholders of this Agreement and for a period of [   ] years after deprived from Shareholder or after this Agreement is terminated subject to the provisions of this Agreement (or otherwise), the Parties hereby agrees and acknowledge that they shall not directly carry on or engage in any business of the same nature as and competing with the Business of the JV Company within the [   ], unless otherwise obtain the prior written consent from the other Parties or any business activity that each Party personally engage in on or before entering into this Agreement and such business has been disclosed to the other Parties.

7 REPRESENTATIONS AND WARRANTIES

The Parties hereby represents and warrants that:

(a) such Party has the full power and authority to enter into this Agreement and to perform their obligations and the transactions contemplated hereof, if such Party is not a natural person, such Party is duly incorporated or organized and existing under the laws of the jurisdiction of its incorporation or organization;
(b) execution of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all necessary actions, if necessary, and shall not conflict with the rights granted to any party under any other agreement;

(c) this Agreement has been validly executed and constitutes a valid and legally binding obligation of it, enforceable in accordance with its terms;

(d) no insolvency, bankruptcy, liquidation (whether voluntary or involuntary), execution, sequestration, composition with creditors or similar process is levied on or enforced against it or its assets.

8 TERM AND TERMINATION

8.1 Term

This Agreement shall become effective on the Effective Date and shall continue in full force and effect until terminated pursuant to Clause 8.2.

8.2 Termination

Each Party may terminate this Agreement on the following grounds:

(a) **Mutual Agreement**: This Agreement may be terminated at any time upon the mutual written agreement of the Parties.

(b) **Default**: Each Party may terminate this Agreement with immediate effect by giving written notice to other Party if:

(i) Any Party breaches any provision of this Agreement and fails to remedy the breach within 14 (fourteen) days after receiving written notice requiring it to do so;

(ii) Any Party becomes subject to any form of insolvency administration, absolute receivership, bankruptcy, winding-up, dissolution, liquidation (whether voluntary or involuntary), execution, sequestration, composition with creditors or similar process is levied on or enforced against it or its assets.

(c) **Acquisition of Shares**: In the event that one of the Parties acquires all of the Shares in the JV Company, this Agreement shall be terminated automatically.

8.3 Put and Call Options

(a) **Default Put and Call Options**: Upon the termination of this Agreement pursuant to Clause 8.2 (b), the non-defaulting Party shall have the right and option to require the defaulting Party to:

(i) sell all of the defaulting Party’s shares to the non-defaulting Party and/or the non-defaulting Party’s designated third party at the reasonable agreed price; or

(ii) purchase all or part of the non-defaulting Party’s shares at the reasonable agreed price.

(b) **Bankruptcy Call Option**: Upon the termination of this Agreement pursuant to Clause 8.2 (b) (ii), the non-affected Party shall have the right and option to purchase and require the affected Party to sell all of the affected Party's shares at the reasonable price agreed by the both parties.

8.4 Consequences of Termination

8.4.1 The termination of this Agreement shall be without prejudice to the accrued rights and liabilities of the Parties up to the date of such termination. Without limiting the foregoing, the Party at fault for causing such termination under Clauses 8.2 (b) shall indemnify and compensate the terminating Party and the JV Company for any and all actual losses and damages incurred by the terminating Party and the JV Company arising from or in connection with the termination hereof. The waiver of the right of termination under this Agreement shall not constitute a waiver of the right to claim damages or the right to terminate for any subsequent cause.
8.4.2 In the event that the Parties are unable to reach an agreement on such sale and purchase as a result of termination pursuant to Clause 8.3 by the due date, then the Parties shall cause the JV Company to go into dissolution and liquidation.

9  DISPUTES

Any and all disputes in connection with or arising out of this Agreement shall, insofar as is possible, be settled amicably by the Parties. The Parties agree to negotiate in good faith to settle any such disputes. If any dispute arising under or in connection with this Agreement cannot be settled by discussion nor otherwise agreed by the Parties, the Parties shall pass the disputes to settle by [ ] in accordance with the rules of arbitration of the [ ] . The place of arbitration shall be [ ].

10  CONFIDENTIALITY

Each Party agrees to treat as secret and confidential all documents, design, processes, trade secrets, prices and any other materials concerning technical, financial, economic or marketing information or any other information disclosed or obtained in the course of the operations of the JV Company or the business of the other Party during any communications preceding or after the execution of this Agreement. This confidentiality shall not include such information which at the time of disclosure has become public knowledge through no violation of this Agreement, or is available to the public from a source other than the JV Company or any of the Parties.

Acting in its capacity as a Shareholder of the JV Company, each Party shall cause the JV Company to treat all such information as confidential and ensure that officers, executives, directors and employees of the JV Company as well as any third party given access to such information treat it as confidential so as to ensure that such information will not be made available to any unauthorized third party.

Neither Party shall use any such information for any purposes except as permitted by the disclosing Party or the JV Company for the operations of the JV Company in accordance with this Agreement.

Notwithstanding any provision of this Agreement, the confidentiality obligations under this Clause shall survive the termination of this Agreement.

The restrictions in this Clause shall not apply to the disclosure of the confidential information; (i) with the prior written consent of the other Party; (ii) as required by law or regulations; or (iii) as required for the purposes of any judicial proceedings arising out of this Agreement.

11  NOTICES

Any notice or other communications required or permitted hereunder shall be made in writing and be given if delivered in person or sent by registered or certified airmail, postage prepaid, or via facsimile, receipt confirmed, addressed as follows:

For Party A:
Address: [ ]
Telephone: [ ]
Facsimile: [ ]
Email: [ ]
Attention to: [ ]

For Party B:
Address: [ ]
Telephone: [ ]
Facsimile: [ ]
Email: [ ]
Attention to: [•]

Any changes of address must be notified to the related Parties in writing within fifteen (15) days of the actual change of address or the registration of the change with the relevant governmental authority, whichever occurs earlier. Any correspondence forwarded to the new address which has been accordingly notified, shall be deemed to be valid and correct, regardless of whether the addressee refuses to accept such correspondence.

12 MISCELLANEOUS

12.1 Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of [ ]. The Parties agree that the [ ] shall settle over any disputes arising from this Agreement.

12.2 Severability

(a) If at any time any one or more of the provisions hereunder become void, illegal, invalid or unenforceable in any respect under the applicable law of any jurisdiction, the remaining provisions hereunder shall continue to be legal, valid and enforceable under the relevant applicable law without being affected or impaired by the void, illegality, invalidity or unenforceability of the relevant provisions.

(b) If a fundamental provision of this Agreement, shall be invalid, illegal or unenforceable in any respect under any applicable law, such fundamental provision shall be renegotiated by the Parties. The renegotiation shall have the objective of placing each party in a position as nearly equal to that had such provision not been invalid, illegal or unenforceable.

12.3 Languages

This Agreement has been executed in the English language and the Parties agree that the English language will prevail. Any and all the documents and other papers which are to be exchanged between the Parties shall be in the English language.

12.4 Amendments

This Agreement shall not be amended or modified except by a written instrument signed by the Parties, in which case it shall be deemed that such agreement is an integral part hereof.

12.5 Waivers

No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party or any breach by any other Party of any provision hereof shall be deemed to be a waiver of a subsequent breach of that or any other provision hereof.

12.6 Assignment

This Agreement and the rights arising hereunder may not be transferred, assigned or pledged by any Party.

12.7 Entire Agreement

This Agreement (together with any documents referred to herein or executed contemporaneously by the Parties in connection herewith) comprises the entire agreement and understanding of the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings or communications between them or their respective agents or advisors.
This Agreement is made in duplicate copies, each having the same contents. Each Party shall retain one copy. The Parties have read and fully understood this Agreement and deem that it is consistent with their intention in all respects.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

For and on behalf of

**Party A:**

Name:

Title:

Witness

Name:

For and on behalf of

**Party B:**

Name:

Witness

Name:
外資企業【】有限公司
定款

第1章 総則
「中華人民共和国会社法」、「中華人民共和国外資企業法」およびその他関連法律、法規の規定に基づき、日本で登記した会社である【】株式会社（以下、「投資者」という。）は、【】市【】区において、【】有限公司（以下、「公司」という。）を設立することを決定し、本定款を制定する。

第1条 投資者名称:【】株式会社
法定所在地:東京都新宿区【】二丁目【】番【】号。
法定代表者:【】 役職:代表取締役社長 国籍:日本

第2章 外資公司
第2条 公司名称:【】有限公司
法定住所:【】市【】区【】大道【】号(住所申告)
法定代表者:【】 役職:董事長 国籍:日本

公司は、有締責任会社である。投資者は、その出資額をもって債務に対して責任を負い、公司は、その全部財産をもって債務に対して責任を負う。

第3条 公司は、中国の企業法人であり、中国法律の管轄および保護を受ける。公司が行う一切の活動において中国の法律、法令および関連条例を遵守しなければならず、中国の社会公共利益を損害してはならない。公司は、独立採算、利益・損失を自分で責任を負う経済実体であり、許認可を経た経営範囲内において、自主経営および管理の権利を有し、干渉を受けないものとする。

第3章 宗旨、経営範囲
第4条 公司の経営宗旨:当公司の宗旨は、国内外の先進的な設備・技術、および科学的な経営管理方法を利用し、国内外市場の需要を満たし、満足できる経済利益の獲得を図るものとする。

第5条 公司の経営範囲:新型プラスチック人造革、合成革の製造、研究開発、加工、販売、所有不動産に関する経営活動、貨物または技術に関する輸出入（国の禁止あるいは行政許認可にかかる貨物および技術に関する輸出入は除外される）

第6条 会社の経営規模は、年間製品生産量が【】万メートルとする（そのうち、製品の90%が国内販売、製品の10%が海外販売とする）。

第4章 出資方式、出資額および出資時間
第7条 公司の投資総額は、【】万人民元であり、登録資本金は、【】万人民元とする。

公司の登録資本金の出資方式は、貨幣であり、投資者より価額相当の現物為替をもって出資する。

投資者は、【】年【】月【】日までに出資額の全額払込を完了する。

外貨ならびに人民元の換算は、資本投入日における中国人民銀行が公布した為替を基準とする。

第5章 株主
第8条 公司は、株主会を設けず、株主が本定款第9条に定める職権を行うときは、電磁的方
法を含む書面の形式によらなければならない。かつ株主が署名した後、公司に備えなければならない。

第9条 株主の職権範囲は下記の通りである。
（1）公司の経営方針および投資計画を決定すること。
（2）従業員代表でない者を務める董事および監事を選出および更迭し、董事および監
事の報酬に関する事項を決定すること。
（3）董事会の報告を審議し承認すること。
（4）監事の報告を審議し承認すること。
（5）公司的年度財務予算案および決算案を審議し承認すること。
（6）公司的利益配当案または欠損補填案を審議し承認すること。
（7）公司の登録資本金の増加または減少について決定を行うこと。
（8）公司的合併、分割、公司形態の変更、解散および清算等事項について決定を行う
こと。
（9）公司定款を修正すること。
（10）公司定款に定めるその他の権限。

第6章 董事会

第10条 公司は、董事会を設け、董事会は4名の董事で構成される。董事会の董事は、いず
れも出資者が任命。派遣する。董事の任期は毎期3年間とし、任期満了後に出資者から引き続
き派遣される場合、再任することができる。

第11条 董事会には董事長1名、董事3名を置くものとする。董事長は、出資者がその派遣
された董事の中から指名し、かつ任命する。出資者は、随時その任命する董事長または董事を
交替させることができ、後任者の任期は前任者の残余任期とする。

第12条 公司の法定代表者は、董事長が就任し、公司を代表し職権を行使する署名者である。
董事長が何らかの理由で、その職務を果たせない場合、臨時にほかの董事に授権し董事長の職務
を代理行使させることができるが、書面による授権がなければならない。法律、法規の規定に
基づき、董事長でなければ行使できない職務について、他人に代行させてはならない。董事長
が代理人に対して発行する委任状には下記内容および日付、董事長のサインがなければならない。

（1）委任内容と期限
（2）代理人人名

第13条 董事長または董事が何らかの理由で、その職務を果すことができなくなった場合、
出資者は随時後任者を任命することができ、後任者の任期は前任者の残余任期とする。

第14条 董事長または董事は、当公司の総経理、およびその他の高級管理職（財務総務主管、
総会計士、総工設計を含むがこれに限らない、以下「高級管理職」という）を兼任する場合を
除き、当公司から報酬を受けることができない。

第15条 董事を交替させる場合、中国政府の関連部門において変更登記、届出手続きを行わ
なければならない。

第16条 董事会は、株主に対して責任を負い、次に掲げる権限を行使する。
（1）株主に対する報告を行うこと。
（2）株主決定の実行。
（3）公司的経営計画および投資計案の決定。
（4）公司的年度財務予算案および決算案の作成。
（5）公司的利益配当案および欠損補填案の作成。
（6）公司的登録資本金の増資または減資案の作成。
（７）公司の合併、分割、公司形態の変更または解散案の作成。
（8）公司の内部管理機構設置の決定。
（9）総経理の招聘または解任を決定。総経理指名に基づき公司の財務責任者の招聘または解任の決定。
（10）公司定款第37条に定める基本的管理制度の策定。
（11）公司定款に定めるその他の権限

第17条 董事会会議の開催
1. 董事会の会議は、董事長が招集および主宰するが、董事長が職務を履行できない場合、または職務を履行しない場合は、半数以上の董事が共同で推薦する1名の董事が招集し、主宰する。
2. 董事会の第1回会議は当公司的設立日から30日以内に開催する。
3. 董事会の定例会議は毎年1回開催されるものとする。董事長の定例会議を開催する15日以前に、董事長は、電磁的方法を含む書面にて各董事に会議の内容、時間および場所を通知し、送達を確認する。
4. 当公司的3分の1以上の董事の提議により、董事長は董事会臨時会議を招集することができる。董事会臨時会議を開催する15日以前に、董事長は、電磁的方法を含む書面にて各董事に会議の内容、時間および場所を通知し、送達を確認する。
5. 董事会の定例会議と臨時会議の議事内容、時間および場所は、董事長が決定する。すべての董事会会議の通知は董事長が署名し発行する。
6. 過半数の董事または董事の授権代理人の出席によりすべての董事会の定足数を構成する。もし正式に開催されるいかなる董事会会議において、董事自らは役は授権代理人の会議出席人数が定足数を構成しない場合、いかなる会議も開催してはならず、いかなる決議もしてはならない。
7. いずれかの董事が董事会会議に出席できない時は、委任状を発行し1人の代理人にその董事に代り会議への出席を委任しなければならない。委任を受けた代理人は委任した董事と同様の権利を有する。1人の代理人は1人の董事のみ代理することができる。
8. 本定款第16条に定める決議事項について董事会を招集する場合において、董事のいずれかが合理的な理由により董事会に出席できず、かつ授権代理人を派遣して董事会に出席させることもできない場合、当該董事は、董事会開催日の5日前までに董事長に会議日時変更を理由とともに書面で提出することにより、董事長は当該申請に基づき董事会の開催延期を決定する。この場合、董事長は延期後の董事会開催日の30日前までに全董事に招集通知を発送することとし、延期を申請した当該董事がなお董事会に参加できず、かつ授権代理人を派遣して出席させないときは、棄権とみなす。
9. 董事長が、実際の必要性に基づいて、董事会を開催する必要がないと判断した時は、各董事が電磁的方法を含む書面による持回り方式で、決議をすることができる。
10. 董事会会議の議事録と決議は、日中両国語で作成し、会議に出席した董事または董事の代理人全員が署名した後、当公司はその解散までその議事録と決議を保管し、且つその写しを出資者に送付するものとする。日中両国語の議事録と決議は同等の効力を有する。日中両語の間に矛盾が生じた場合は、中国語版を基準とする。
11. 董事会の決議事項は、いずれも董事会会議に出席した董事(代理人を含む)の過半数の賛成により決定する。

第7章 監事

第18条 当公司は、監事会を設けず、監事1人を置くものとし、出資者が任命・派遣する。監事の任期は每期3年とし、任期満了後、出資者から引き続き派遣される場合、再任することができる。

第19条 監事および高級管理職は、監事を兼任してはならない。毎回の監事を交替させる場合、中国政府の関連部門において変更登記・届出手続きを行わなければならない。
第20条 監事は、次に掲げる職権を行使する。

（1）公司の財務の検査。
（2）董事、高級管理職の公司職務執行に対する監督、並びに法律、行政法規、公司定款または株主決定に違反した董事、高級管理職に関する罷免意見の提出。
（3）董事および高級管理職の行為が公司の利益に損害を与える場合における、董事と高級管理職に対する是正の要求。
（4）株主に対する意見の提出。
（5）「公司法」151条の規定に基づき、董事、高級管理職に対する訴訟の提起。
（6）本定款に定めるその他の権限。

第21条 監事は、監事会会議に列席し、監事会の決議事項に対し質問または意見を提出することができる。

監事は、公司の経営状況に異常を発見した場合、調査を行うことができる。必要な場合は、会計事務所などを招聘してその作業への協力を仰ぐことができ、費用は公司が負担する。

第8章 経営管理機構

第22条 公司は経営管理機構を設け、公司の日常経営管理業務の責任を負う。公司は、生産、技術、販売、総務、経理財務、研究開発など部門を設ける。

第23条 公司の経営管理機構に、総経理1名を置く。当公司的必要性に応じてその他の高級管理職（財務総務主管、総会計士、総工程師等を含む）および各部門マネージャーを置く。

総経理およびその他の高級管理職は監事会が招聘し、かつ任免する。当公司的各部門マネージャーの招聘または免職については総経理が決定する。

総経理の任期は3年間とし、監事会が任命した場合、再任ができる。総経理および当公司的その他の高級管理職および部門マネージャーの任期期間中、監事会はこれらの者を交替させることができる。後任の総経理の任期は前任者の残余任期とする。ただし、監事会が、正当な理由がない場合または、第26条に記載する事由のいずれにもならない場合には総経理を交替させることは出来ない。

第24条 総経理

1．総経理は、監事会における決議事項を遂行し、当公司的日常経営管理業務を決定し、組織し、指導する。また、総経理は、監事会から与えられた権限の範囲内で、対外的に当公司を代表し、対内的に経営管理の職務を行使し、かつ監事会から与えられたその他の権限を行使する。総経理は、監事会会議に列席する権限を有する。

2．総経理は、経営管理機構の組織指導者とする。重要な経営上の決定事項を決定する。

3．総経理および、ほかの高級管理職、部門マネージャーの具体的権限は監事会が定める「就業規則」に規定する。

第25条 監事会決議により承認を得ない限り、総経理ならびにその他高級管理職は、その他の経営機構の総経理または副総経理を兼任することはできず、且つ当公司と商業上の競争関係をもつその他の経営機構に参画することもできない。

第26条 総経理およびその他高級管理職に、不正行為を行うか、または重大な職務失当があった場合、監事会はその決議によって、監事会を解任することができる。

（1）不正行為とは、下記の何れかに該当する場合をいう。
①中国法規に反する行為をした場合。
②当公司の内部規則に反する行為をした場合。
③虚偽を弄する行為をした場合。
④私利を図る行為をした場合。
⑤その他不正をはたらく行為をした場合。
（２）職責失当とは、下記の何れかに該当する場合をいう。
① 心身の故障、能力上の問題等により職務に堪えない場合。
② 当公司的の経営に混乱を招き、若しくはその可能性がある場合。
③ 管理が不適切で当公司に重大な欠損を与える恐れがある場合。
④ 管理が不適切で、その部下または従業員の重大な規律違反を招きもしくは法律違反を追究される場合。
⑤ 管理が不適切で重大な生産または安全上の事故を招く恐れがある場合。
⑥ 管理が不適切で当公司が政府機関、司法機関からの調査、処分、処罰、過料、営業停止、処理等の命令を受けた場合またはそれらを受ける恐れがある場合。
⑦ 管理が不適切で、当公司が他人から破産申立、財産保全申立、公司の整理申立、強制執行申立等を受けた場合。
⑧ その他管理が不適切なことにより、当公司に重大な損害を与える恐れがある場合。

ただし、上記人員に上記の事由のいずれかが発生し、当公司に対して損害を与えた場合には、当公司はこれらの人員に対して損害賠償を請求できるものとする。

第9章 税務、財務会計・利益配当

第27条 公司は、中国の税法および関連法規の規定に基づき、各項目の税金を納税し、税収減免を申請する。

第28条 公司の従業員は、「中華人民共和国個人所得税法」の規定に従い、個人所得税を納付する。

第29条 公司は、法律、行政法規および国務院財政部門の規定に従い、財務、会計制度を設立し、主管財務部門に届け出を行う。

第30条 公司は、中国国内において、会計帳簿を設置し、独立採算を行い、関連規定に従い財務諸表を提出し、財務部門の監督を受ける。公司の会計年次は、公曆年度制を採用し、毎年1月1日から12月31日を会計年度とする。

第31条 公司の全ての帳簿記入証憑、証票、帳簿、財務諸表は、中国語で表記しなければならない。外国語で表記する場合、中国語表記を追記しなければならない。

第32条 公司は、毎年の会計年度の最初の3ヶ月以内に前年度の貸借対照表、損益計算書、利益分配案その他必要な書類を作成し、中国で登録した会計士事務所による監査の後、普通会社に提出し承認を受けるものとする。普通会社承認後の書類は、出資者に送付し、同時に中国の関係法規に基づき関係機関への提出をする。

第10章 労働管理

第33条 公司の従業員の募集、採用、解雇、給与、福利厚生、社会保険、労働保護、および労働規律などに関する事項は、「中華人民共和国労働法」、「中華人民共和国労働契約法」および関連法規に基づいて対応し、普通会社が規則制度を定め、総経理が具体的に執行する。

第34条 公司は独自に従業員の採用と解雇を決定する権利がある。従業員を採用するには、試験により優秀な人材を選出し、最長でも6ヶ月を超えない試用期間を経て正式に採用することとする。試用期間内において、当公司従業員の条件に合わないと判断されたものは採用しない。

第35条 株主派遣
株主から派遣する高級管理職および派遣駐在員の待遇は、公司が出資者と「出向者契約」を締結して定める。
第36条 組合
公司の従業員は、「中華人民共和国工会法（労働組合法）」の規定に基づき、労働組合を組織し、組合活動を行う権利を有する。公司は、毎月、従業員の実際賃金支給総額の2％を工会費として工会に交付する。

第11章 規則制度
第37条 董事会は、公司的各種規則制度を制定する権限を有し、董事会は次の規則制度を定めるものとする。
（1）経営管理規定
（2）財務制度規定
（3）従業員就業規定
（4）従業員賃金および業績考査規定
（5）従業員福利規定
（6）その他董事会が重要と認める規定

第12章 保険
第38条 公司の各項目の保険は、中国国内の保険会社において加入するが、加入種類、加入価値、期間などは中国の保険会社の規定に基づき、公司が決定する。

第13章 期間、終了、清算
第39条 公司の営業期間は営業許可証交付日より30年間とする。
第40条 公司が営業期間の延長を行う必要がある場合、株主により決定を行い、期間満了の6ヶ月前までに書面にて報告書を提出し、かつ元の公司登記・届出機関に変更登記・届出を行わなければならない。
第41条 公司は、以下のいずれかの事由が発生した時に、解散する。
1. 公司定款に定める営業期間が満了したとき、または公司定款に定めるその他の解散事由が発生したとき。
2. 株主が解散の決定を行ったとき。
3. 公司の合併または分割により解散が必要なとき。
4. 法により営業許可証が取り消され、閉鎖を命じられ、または取り消されたとき。
5. 人民法院が「公司法」第182条の規定に基づき解散させたとき。

第42条 公司は、前条第1号、第2号、第4号、第5号の規定により解散する場合、解散事由が生じた日から15日以内に清算チームを成立させ、清算を開始しなければならない。清算チームは株主により構成される。

第43条 公司の清算終了後、清算チームは清算報告を作成し、株主または人民法院に確認を求め、元の公司登記・届出機関にて抹消登記・届出手続きを行ない、対外的に公告しなければならない。

第14章 付則
第44条 本定款の締結、効力、解散、履行および争議の解決は、全て中華人民共和国の法律に適用する。
第45条 本定款の関連規定が中国の法律、法規、行政法規および規則の規定に違反した場合、中国の法律、法規、行政法規および規則の規定に準じる。
第46条 本定款は、中国語により作成される。

第47条 本定款は株主の決定により修正され、元の公司登記・届出機関に変更登記・届出を行わなければならない。

第48条 本定款は、【】年【】月【】日に投資者の署名と捺印後、中国政府の関係部門により認可された日より効力を生ずる。

投資者:【】株式会社（社印）：

法定代表者(サイン)：
企業機密情報管理に関する覚書

(以下「甲」という)と(以下「乙」という)は、甲から乙へ業務（以下「本業務」という）に含まれる企業機密情報の取扱いについて、以下の通り取り決めれる。

第1条（定義）
1. 本覚書における企業機密情報とは、次の情報いう。
①甲が保有する技術上又は営業上有用な情報（本業務の委託に関連して甲から乙に提供される技術情報・営業情報等に関する情報を含む）
②第三者への漏洩及び不正使用により、甲又はステークホルダーに不利益を及ぼすおそれのある情報
2. 企業機密情報には個人情報が含まれ、個人情報とは、甲が乙に取扱いを委託する個人に関する情報であって、当該情報に含まれる氏名、生年月日その他の記述等により特定の個人を識別することができるもの（他の情報と容易に照合することができ、それにより特定の個人を識別することができることを含む）をいう。

第2条（企業機密情報の利用）
乙は、本業務に必要な限りにおいて企業機密情報を用いるものとし、本業務以外のいかなる目的にも利用しない。

第3条（管理義務）
1. 乙は、次の事項を遵守しなければならない。
①企業機密情報の管理責任者及び管理方法を定め、善良なる管理責任者の注意をもって企業機密情報を管理する。
②企業機密情報の漏洩、紛失、破壊、改ざん等（以下「事故」という）の発生を未然に防止するよう、適切な措置を取る。
③従業者に対し企業機密情報の安全な取扱いのための教育・訓練を必要に応じて行う。
2. 乙は、甲が乙における企業機密情報の管理状況を確認するために乙への立入検査を希望する場合には、当該検査に協力する。

第4条（再委託）
1. 乙は、甲の事前の書面による同意を得ない限り、企業機密情報を含む本業務を第三者に対して委託（以下「再委託」という）してはならない。
2. 前項の規定に基づき再委託をする場合、乙は、本覚書において自己が負う義務と同等の義務を再委託先に対して課すとともに、当該再委託に伴う全責任を負うものとする。

第5条（覚書内容の遵守）
乙が本覚書を遵守していないと甲が判断した場合は、乙は甲の指示に従って、自己及び再委託先の企業機密情報管理方法を改善する、又は、自己及び再委託先が保管する企業機密情報を甲に返却し、又は乙が廃棄の上廃棄の証拠を甲に提出する。

第6条（事故発生時の措置）
乙は、事故が発生し、またはその恐れがある場合は、直ちに甲に連絡するとともに、自らの責任と負担でこれに対処する。

第7条（損害賠償等）
適切な措置を取らなかった結果事故等が発生した場合、甲又はステークホルダーが損害を被ったときには、乙は応分の責任を負う。

第8条（再発防止）
乙は、事故の再発を防ぐため、甲と協議の上決定した防止策を自らの責任と負担で講じなければならない。

第9条（協議）
本覚書各条項の解釈上疑義が生じた場合、又は本覚書に定めの無い事項が発生した場合には、甲、乙の双方が誠意をもって協議の上、解決を図るものとする。

第10条（覚書の有効期間）
本覚書は、締結の日から1年間有効とする。有効期間満了3ヶ月前までに甲又は乙より書面による特別の申し出がない限り、引き続き同一条件でさらに1年間延長されるものとし、以後の期間についても同様とする。但し、乙は、たとえ本覚書の有効期間が切れた後であっても、本業務を通じて得られた企業機密情報については、その企業機密情報が機密でなくなるまで、機密状態を維持するものとする。

本覚書締結の証として本書2通を作成し、甲乙が記名捺印の上各1通を保有する。

年月日

甲：

乙：
专题三

知识产权类
CONFIDENTIAL SETTLEMENT AGREEMENT

This Confidential Settlement Agreement (“Agreement”), effective as of the day upon which all parties to this Agreement have fully and finally executed this Agreement (the “Effective Date”), is made by and between the owner and/or operator of ___________ and __________ Account No. __________ (the “__________Account”) associated with the email address ____________, and who owns and operates the online marketplace account identified by the URL ____________ and the Account Name ____________ (the “Online Marketplace”) (collectively referred to herein as “Defendant”) and ____________, having its principal place of business at ____________, and Defendant are collectively referred to as the “Parties” and each individually as a “Party” in this Agreement.

WHEREAS, on or about ____________, ____________, ________ filed Case No. __________-CV-__________, captioned __________ v. ____________ in the United States District Court for the ________ District of ____________ (the “Lawsuit”) alleging, among other claims, infringing use of at least one of the ____________ (collectively the “______”) to promote and sell products not made by or under the authority of ____________.

WHEREAS, ____________ is the owner of the entire right, title and interest in and to various trademarks for a variety of goods and services, including, but not limited to, the listing of registrations in the Lawsuit Complaint (collectively the “______”).

WHEREAS, the trademark registrations for the ____________ are valid, subsisting, and in full force and effect.

WHEREAS, Defendant has, without authorization from ____________, allegedly used, offered for sale and/or sold products, including jackets, that ____________ alleges use counterfeits of at least one of the ____________ (the “Accused Products”).

WHEREAS, to avoid continued litigation, the Parties enter into this Agreement and by so doing seek to fully, completely, and finally resolve, settle, and release all claims arising and/or relating to the facts alleged in the Lawsuit, including claims and counterclaims which were actually asserted or which could have been asserted in the Lawsuit, based on conduct up to and including Effective Date.

NOW, THEREFORE, in consideration of the promises and obligations hereto and other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby conclusively acknowledged, the Parties agree as follows:

1. Defendant acknowledges the validity and enforceability of the ____________ with respect to the Lawsuit, and shall immediately and permanently cease and desist from any further infringement or unauthorized use of the ________, including, but not limited to, any further purchases, offers to sell and/or sales of Accused Products and any further use of the ____________ to promote sales of products not made by ____________. Defendant shall not act to
contest the validity of, injure, or discredit the_ with respect to the Lawsuit. Defendant shall not file any proceedings with the U.S. Patent & Trademark Office or with any court of law in the United States or in any country to challenge_’s rights to use and register its_.

2. Defendant warrants and represents that it has fully and truthfully disclosed to its accounting of inventory and sales of any and all Accused Products, as consisting of no inventory and zero (0) sales of products using one or more of the ___ __________ through the Effective Date. Defendant further warrants and represents that it has fully and truthfully identified all of its U.S.-based financial accounts, including but not limited to PayPal, Amazon, and any other accounts, and that it has fully and truthfully disclosed to __________ the balances of all its U.S.-based financial accounts, including the balance(s) of the Alipay Account(s)/PayPal Account(s)/Wish Account(s)/Amazon Account(s) identified herein.

3. Defendant agrees to pay $_____________ in damages (the “Damages Amount”). Defendant shall make payment in the form of a wire transfer to _’s attorneys’ Client Trust Account within two (2) days after the date upon which the Parties execute this Agreement and/or authorizes Wish to transfer the Damages Amount from the __________ Account to Plaintiff.

4. Subject to the terms of this Agreement and based on the accuracy of the representations made by Defendant herein, on behalf of itself, and its current or former officers, directors, employees, attorneys, insurers, predecessors, assignors, successors, parents, subsidiaries and representatives, hereby releases, acquires and forever discharges Defendant and its current and former officers, directors, employees, attorneys, insurers, predecessors, assignors, successors, parents, subsidiaries, representatives, and assignees, and each of them (hereinafter collectively referred to as “Releasees”) from any and all claims, demands, actions, and causes of action for attorney’s fees, costs and damages, arising at law or in equity, with respect to the matters in the Lawsuit and the purchase, distribution, advertisement, offer for sale, and sale of the alleged Accused Products on the Online Marketplace prior to the Effective Date as alleged in the Lawsuit (the “Released Matters”). This release shall be applicable to Releasees with respect to Released Matters only and shall in no way be construed as a waiver of any rights which may have against anyone else, including, but not limited to, other manufacturers, distributors, retailers, suppliers, vendors, or purchasers of the Accused Products.

5. Subject to the terms of this Agreement, Defendant, on behalf of itself, and its current or former officers, directors, employees, attorneys, insurers, predecessors, assignors, successors, parents, subsidiaries and representatives, hereby releases and forever discharges and its current or former officers, directors, employees, attorneys, insurers, predecessors, assignors, successors, parents, subsidiaries, representatives, and assignees from any and all causes of action, claims, debts, demands, attorney’s fees, costs, damages, and liabilities at law or in equity, for any and all claims or counterclaims that Defendant could have brought arising out of or related to Defendant’s claims regarding the Accused Products or the Lawsuit.

6. Upon the full execution of this Agreement and receipt of the Damages Amount, will dismiss with prejudice from the Lawsuit the Defendant named as a defendant in this Lawsuit, including, but not limited to, the online marketplace account identified by the URL.
and the Account Name________________________, and take all necessary actions to allow __________to release the __________Account.__________ agrees that Defendant is no longer bound by any orders issued by the Court in the Lawsuit once Defendant is dismissed from the Lawsuit.

7. __________ covenants not to sue Defendant in any judicial, administrative, arbitral, regulatory proceeding, or in any manner seek to assert claims against Defendant for the Released Matters.

8. Nothing in this Agreement shall preclude ______ from filing suit against Defendant in the future, should__________ discover evidence that Defendant subsequent to the Effective Date is participating in the trafficking, distribution, offering for sale, sale or manufacture of counterfeits or any other conduct prohibited in Paragraph 1 above. This Agreement shall not limit__________’s recovery in such future lawsuits and shall not constitute a defense to any of_______________________’s claims with respect to conduct occurring subsequent to the Effective Date. This Agreement shall not be used to contest the relevance or admissibility, in any future lawsuit, of any evidence.adduced in the current Lawsuit.

9. Except as otherwise required by law, Defendant shall keep any correspondence between the Parties, the existence of this Agreement, the Damages Amount, and the terms and contents of this Agreement strictly and completely confidential and will not hereafter disclose any such information to anyone except: (a) the Parties’ attorneys, accountants, financial advisors, or (b) as required by law and/or court process. Any disclosure by Defendant in violation of this section shall be deemed a material breach.

10. This Agreement shall not be used as an admission of liability or wrongdoing by any Party.

11. General Provisions:

a. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns, and/or the Parties’ respective parents, subsidiaries, and related companies.

b. The waiver by either Party of a breach or provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by such other Party.

c. The invalidity, illegality or unenforceability of any provision hereof shall not in any way affect, impair, invalidate or render unenforceable this Agreement or any other provision thereof.

d. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and neither Party is relying on anything other than the words hereof in entering into this Agreement.

e. The validity, construction, interpretation and enforceability of this Agreement shall be governed by the laws of________________________.

In the event that a court action becomes necessary to enforce this Agreement, Defendant and _______________________________ consent to the jurisdiction of the
f. This Agreement may be executed by email or facsimile transmission and simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and emailed signatures are deemed the equivalent of original signatures.

g. Both Parties submit that each has had the opportunity to confer with counsel regarding the terms of this Agreement.

h. Each of the Parties shall execute and deliver to the others all additional documents, instruments and agreements, and to take such additional actions, as is reasonably required to implement the terms of this Agreement and to effectuate its intent.

i. Each of the Parties shall be responsible for and bear its own attorneys’ fees, expert fees, and costs incurred in connection with the Lawsuit and this Agreement.

j. Each of the Parties represents and warrants that it has not assigned, transferred, or conveyed, voluntarily or involuntarily, any of the claims released herein.

k. Each of the Parties represents and warrants that it has the full right and authority to enter into this Agreement, and the officer, employee, agent, attorney or other representative executing this Agreement on its behalf has the full right and authority to do so.

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

**OWNER AND/OR OPERATOR OF** ____________________________

Signature: __________________________

Name: ___________ Title: ___________ Date: ___________

Signature: __________________________

Name: ___________ __________________________

Title: ___________ Date: ___________
LICENSE TO PUBLISH

Party A:[author]
PartyB:[publisher]

This is a licence agreement between Party A, the author, retain copyright of the article, and grant Party B, the publisher, a non-exclusive licence to publish Party A’s article, including abstract, tables, figures, data, and supplemental material hosted by Party B.

TERMS CONDITIONS DEFINITION

1. Party A’s article is defined as comprising (a) its Accepted Manuscript (AM) in its final form; (b) the final, definitive, and citable Version supplemental material hosted by Party B. This assignment and these Terms & Conditions constitute the entire agreement and the sole understanding between both Parties (‘agreement’); no amendment, addendum, or other communication will be taken into account when interpreting both parties’ rights and obligations under this agreement, unless amended by a written document signed by both parties.

Party B’s RESPONSIBILITIES

2. If Party A’s manuscript deemed acceptable by the editors, party B shall post accepted manuscript as free-access in advance of the formal publisher of the Version of Record (VoR) to party A. Party B shall publish the VoR on an Open Access basis, viz, to be made freely available online with no subscription fee or article-pay-to-view fee or any other form of access fee or any publication embargo being applied, party B reserves the right to make such editorial changes so as to make it suitable to publish or to avoid infringing any party rights or breaching any laws; and party B reserves the right not to proceed with publication for whatever reason

3. If before publication party B reasonably considers that the article should not be published, on the advice of its legal advisors, Party B may decline to publish the article and refund all the Article Publishing Charge have paid by Party B.

4. If after publication Party B reasonably consider that the article should be retracted or removed from its website, on the advice of Party B’s legal advisors, for example, because of a breach in Author Warranties, Party B may retract and withdraw it, with no refund of any Article Publishing Charge have paid.

5. If Party B do not receive the Article Publishing Charge after four(4) weeks, Party B reserve the right to rescind the Open Access status of Party B’s article and to publish it on an exclusive licence basis

PARTY A’S RIGHTS AS AUTHOR

6. Party A and its co-authors assert and retain the following rights as author(s) cannot be transferred to anyone else

   i. The right to re-use its own work on a commercial or non-commercial basis, and in any way permitted under the Creative Commons Attribution-Non Commercial License (CC BY-NC), including but not limited to, translation, adaptation, and resale The right to be identified as the author of the article, whenever and wherever the article is published, such rights including moral rights arising under § 77, Copyright, Designs Patents Act 1988, and, so far as is legally possible, any corresponding rights the author may have in any territory of the world

   ii. The right to retain patent rights, trademark rights, or rights to any process, product or procedure described in Party B’s article

   iii. The right to post and maintain at any time the Author’s Original Manuscript (AOM), i.e., the unpublished version of the article created by Party A’s prior to peer review, the AM, and the article in its published form as supplied by Party B as a digital eprint on Party A’s website for personal or professional use, or on its institutions network or intranet or website, or in a subject repository or network.
PARTY B’S WARRANTY

7. Party A warrant that:

i. All persons who have a reasonable claim to authorship are named in the article as co-authors including Party A, and Party A have not fabricated or misappropriated anyone’s identity.

ii. Party A have been authorized by all such co-authors to sign this agreement as agent on their behalf, and to agree on their behalf the priority of the assertion of copyright and the order of names in the publication of the article.

iii. The article is a original work, apart from any permitted third-party copyright material the article includes, and shall not infringe any intellectual property rights of any other person or entity and cannot be construed as plagiarizing any other published work, including Party A’s published work.

iv. The article is not currently under submission to, nor is under consideration by, nor has been accepted by any other publisher nor has been previously published by any other publication, nor has been assigned or licensed to any third part.

v. The article contains no content that is abusive, defamatory, libellous, obscene, fraudulent, nor in any way infringes the rights of others, nor is in any other way unlawful or in violation of applicable laws.

vi. Research reported in the article has been conducted in an ethical and responsible manner, in full compliance with all relevant codes of experimentation and legislation.

vii. Any patient, service user, or participant (or that person’s parent or legal guardian) in any research or clinical experiment or study who is described in the article has given written consent to the inclusion of material, text or have anonymized them and that people can not identify them in any way. Where such a person is deceased, Party A warrant that have obtained the written consent of the deceased persons family or estate.

viii. Party A shall comply with all mandatory laboratory health and safety procedures in the course of conducting experimental work reported in the article: the article shall contain all appropriate warnings concerning any specific and particular hazards that may be involved in carrying out experiments or procedures described in the article or involved in instructions, materials, or formulae in the article: the article includes explicitly relevant safety precautions.

ix. Party A have acknowledged all sources of research funding.

x. Party A shall obtain the necessary written permission to include material in the article that is owned and held in copyright by a third party.

xi. Party A have read and complied with Party B’s policy on publishing ethics, on Instructions for Authors.

xii. Party A shall keep Party B and its affiliates indemnified in full against all loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid as a result of Party A’s breach of the warranties given in this agreement.

xiii. Party A consent to allowing using the article for marketing and promotional purposes.

GOVERNING LAW

8. Any dispute, proceeding, claim or controversy in relation to this agreement is subject to Chinese law and the parties hereby submit to the exclusive jurisdiction of the Courts of China.
COLLABORATIVE RESEARCH AGREEMENT

Project Title: “A Collaboration In Development Of Software For Cartoon”

- between -

THE UNIVERSITY OF [ ]

and

Guangzhou [ ] LLC
THIS COLLABORATIVE RESEARCH AGREEMENT (“Agreement”) dated 2020 is made BETWEEN:

(1) THE UNIVERSITY OF [            ] whose registered offices are at [            ] Road, [ city name     ], United Kingdom (“the University”); and

(2) Guangzhou [            ] LLC (company number: [            ] ) whose registered office is at 15/F, [            ] Rd, [            ] District, Guangzhou, China

Each a “Party” and together the “Parties”

WHEREAS:

A. The University through Professor [            ] in the University's School of [            ] who has expertise in research, development and other similar educational activities.

B. The Company is operational in the field of Cartoon Design Software .

C. The Parties wish to collaborate on the Project and this Agreement defines the basis for such collaborative research.

NOW IT IS AGREED as follows:

DEFINITIONS

1.1 When used herein, the following expressions have the following meanings:-

“Background Intellectual Property” means any Intellectual Property made available by either Party for use in the Project or necessary to exploit the Foreground Intellectual Property, but not (in either case) directly arising from and developed in the course of the Project and belonging to such Party or to which such Party has rights which permits its use in the Project and to exploit the Foreground Intellectual Property.

“Confidential Information” means all secret or not generally known information or information which is not easily accessible to others or of a commercially sensitive nature disclosed or made available in any way by one Party (“Discloser”) to the other (“Recipient”) for use in connection with the Project (including the Background Intellectual Property and Foreground Intellectual Property of the Discloser) and marked or labelled by the Discloser as "Proprietary", "Confidential" or "Sensitive" at the time of disclosure.

“Co-Investigator(s)” means Guangzhou [            ] LLC of the Company.

“Financial Contribution” means the amount contained in Appendix 2 of this Agreement.

“the Effective Date” means notwithstanding the date this Agreement is executed by both Parties

“Foreground Intellectual Property” means any Intellectual Property arising from and developed in the course of the Project.

“Intellectual Property” means all intellectual and industrial property rights including without limitation patents, know-how, trade marks, registered designs, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks and copyright (including, without limitation, copyright in drawings, plans, specifications, designs and computer software),
database rights, topography rights, any rights in any invention, discovery or process, in each case in the
United Kingdom and all other countries in the world.

“Principal Investigator” means Professor [ ] of the University's School of [ ] by replacement
appointed in accordance with Clause 11.2.

“the Project” means the collaborative research project(s) more fully described in Appendix 1
attached hereto.

“the Project Period” means the period from the Effective Date to unless agreed otherwise
pursuant to Clause 2.3.

16 May 2020

“UTP3” means “The University of[ ]” which is the University’s wholly owned technology,
development and exploitation company.

“VAT” means Value Added Tax. Where Value Added Tax is applicable, all payments under this
Agreement shall be accompanied by Value Added Tax at the rate for the time being in force.

1.2 Headings in these conditions shall not affect their interpretation.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having
separate legal personality).

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being,
taking account of any amendment, extension, or re-enactment and includes any subordinate legislation
for the time being in force made under it.

1.5 A reference to writing or written includes e-mail.

1.6 Any obligation in this Agreement on a person not to do something includes, without limitation, an
obligation not to agree, allow, permit or acquiesce in that thing being done.

PURPOSE AND CONDUCT OF THE PROJECT

2 2.1 The Parties will use their reasonable endeavours to collaborate on the Project as described in
Appendix 1 including any amendments, modifications, deletions or expansions agreed by the Parties in
accordance with Clause 18.6.

2.2 In respect of the Project each Party shall use its reasonable endeavours to provide adequate facilities;
to obtain any requisite materials, equipment and personnel; and to carry out the work diligently within
the scope allowed by the funding being provided under this Agreement. Although each party will use
its reasonable endeavours to perform the Project, no Party undertakes that work carried out under or
pursuant to this Agreement will lead to any particular result, nor is the success of such work guaranteed.

2.3 This Agreement shall be effective for the Project Period but may be extended beyond the Project
Period by written agreement between the Parties, to be agreed and entered into before the expiry of the
Project Period and in accordance with Clause 18.6.

2.4 If any Company employees engaged on the Project attend premises under the control or in the
possession of the University, the Company agrees that they will act at all times in accordance with the
rules and regulations of the University and with the instructions of the Principal Investigator.

2.5 The Company accepts sole responsibility for the health and safety of University employees and
students and the Company's employees on premises under the control or in the possession of the
Company and will indemnify the University in respect of any claims made against the University by or
on behalf of any such persons in respect of personal injuries or other loss and damage suffered by such
persons in the course of the Project.
FINANCIAL CONTRIBUTIONS

3.1 All monetary sums due under this Agreement shall be paid in sterling within thirty (30) days after receipt of invoice.

3.2 The Company will pay their Financial Contribution as specified in Appendix 2 which shall be used by the University to defray expenditure on the Project, and which the University will invoice by means of equal quarterly instalments in advance.

3.3 All payments under this Agreement are quoted exclusive of VAT which shall be chargeable and payable in addition where applicable at the rate for the time being in force.

3.4 The Company will reimburse at cost all additional payments made by the University for other excise duties and other taxes (excluding income taxes), which are attributable to the Project and imposed on the University (directly or indirectly) by national or local authorities. Any amounts due under this Clause 3.4 will be invoiced in arrears, with the instalments referred to in Clause 3.2.

EQUIPMENT

4. Except as otherwise provided by agreement in writing, as between the Company and the University the full and unencumbered title to all equipment purchased or constructed as part of the Project shall vest in the University.

PROGRESS REPORTS

5. The Parties will through the Principal Investigator and Co-Investigator(s):

5.1 provide brief interim quarterly reports (either verbal or written as agreed) summarising the progress of work under the Project on a confidential basis; and

5.2 to present a final report on a confidential basis within the period of eight (8) weeks after the conclusion of the Project, including a full and comprehensive statement of the work done and the results accomplished and an evaluation of them.

PUBLICATION

6.1 The Project will form part of the actual carrying out of a primary charitable purpose of the University; that is, the advancement of education through teaching and research. There must therefore be some element of public benefit arising from the Project, and this is secured through Clauses 6.2 to 6.5.

6.2 Subject to the remainder of this Clause 6, all employees, students, agents or appointees of the University (including those who work on the Project) shall have freedom in accordance with normal academic practice:

6.2.1 in pursuance of the University's academic functions, to discuss work undertaken as part of the Project in seminars, and to give instructions on questions related to such work; and

6.2.2 to publish results obtained during the course of work undertaken as part of the Project.

6.3 All proposed publications and presentations arising from the Project shall be sent to the Company not less than thirty (30) days in advance of submission for publication or presentation, for approval by the Company, such approval shall not be unreasonably withheld or delayed. The Company has thirty (30) days to raise any reasonable objections if the publication or presentation contains any Confidential Information or after notification of the Foreground Intellectual Property by the University under Clause 9.3.
6.4 Notification of the requirement for delay in submission for publication or presentation must be received by the University within thirty (30) days following receipt of the proposed publication or presentation to the Company failing which the Company shall be deemed to have approved the proposed publication or presentation. Any delay imposed on a proposed publication or presentation shall not last longer than is absolutely necessary to seek the required protection and shall not exceed a period of three (3) months unless otherwise agreed by the University.

6.5 Nothing in this Agreement shall prevent or delay any registered student of the University from submitting for a degree of the University a thesis based on the results obtained during the course of work undertaken as part of the Project, the examination of such a thesis by examiners appointed by the University, or the deposit of such a thesis in a library of the University in accordance with the relevant procedures of the University, provided that the University shall send a copy of the thesis to the Company at least one month before it is submitted for examination. At the request of the Company the University shall ensure that the thesis is placed on restricted access in the University's library in accordance with the University's relevant procedures.

6.6 The provisions of Clauses 6.3, 6.4 and 6.5 shall survive for a period of six (6) months from the date of expiry or termination of this Agreement.

LIMITATION OF LIABILITY

7          7.1 No Party makes any representation or warranty that advice or information given by the Principal Investigator, Co-Investigator(s) or any other of its employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or information provided in connection with the Project, will not constitute or result in infringement of third-party rights.

7.2 No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Collaboration Agreement, or of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.

7.3 Without prejudice to any right which the Parties may have to claim against the other Party, the Parties undertake to make no claim against the Principal Investigator, Co-Investigator(s) or any other employee, student, agent or appointee of the other Parties (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individual researchers: it does not prejudice any right which a Party might have to claim against any other Party.

7.4 Subject to Clause 7.6, no Party shall have liability for any:

7.4.1 loss of profit (direct or indirect);
7.4.2 loss of revenue, loss of production or loss of business (in each case whether direct or indirect);
7.4.3 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect);
7.4.4 loss of anticipated saving or loss of margin (in each case whether direct or indirect); or
7.4.5 indirect, consequential or special loss,

arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including negligence and any liability under an indemnity contained in this Agreement and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of the Parties obligations under this Agreement.

7.5 In any event, the maximum liability of the University to the Company under or otherwise in connection with this Agreement or its subject-matter shall, subject to Clause 7.6, not exceed the return of all money provided by the Company under Clause 3.2.

7.6 Nothing in this Agreement shall restrict the liability of either Party for death or personal injury arising from its negligence or for fraud.
7.7 If any sub-clause of this Clause 7 is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if as a result any Party becomes liable for loss or damage which would otherwise have been excluded then such liability shall be subject to the remaining sub-clauses of this Clause 7.

CONFIDENTIALITY AND DATA PROTECTION

8 Subject to Clause 6, each Party will use reasonable endeavours not to disclose to any third party any Confidential Information and not to make to any third party any disclosure of Confidential Information which would prejudice either the rights of the other Party under or pursuant to this Agreement or (in the case of disclosure by the Company) the University's ability to exploit any Foreground Intellectual Property if no agreement is reached under Clause 9.6 for the commercial exploitation of that Foreground Intellectual Property by the Company. Any information disclosed orally that is identified as Confidential Information shall be confirmed in writing within 30 days of disclosure and will be treated the same as if it had been reduced to a tangible form at the time of disclosure.

8.2 The Recipient shall be entitled to use the Confidential Information only for the purposes of this Agreement and to disclose the Confidential Information in confidence to such of its employees that need to know in order to carry out that Party’s obligations under this Agreement.

8.3 The Recipient shall incur no obligation under Clause 8.1 with respect to information which:

8.3.1 is known to the Recipient before the Effective Date, and not impressed already with any obligation of confidentiality to the Discloser; or

8.3.2 is or becomes publicly known without the fault of the Recipient; or

8.3.3 is obtained by the Recipient from a third party in circumstances where the Recipient has no reason to believe that there has been a breach of an obligation of confidentiality owed to the Discloser; or

8.3.4 is independently developed by the Recipient; or

8.3.5 is approved for release in writing by an authorised representative of the Discloser; or

8.3.6 the Recipient is specifically required to disclose pursuant to an order of any Court of competent jurisdiction in order to fulfil the Court Order but the Recipient is only released from its obligation to the extent of such order; or

8.3.7 the University or UTP3 elects to disclose in the form of a patent specification or in the form of a patent application which may subsequently be published (whether or not a patent is granted pursuant thereto); but this Clause 8.3.7 shall apply only to University owned Foreground Intellectual Property.

8.4 The Company acknowledges that the University is subject to the provisions of the Freedom of Information Act 2000 (as amended from time to time) and that the University is therefore subject to legal duties which may require the disclosure of information in relation to this Agreement. If the University holds information in relation to this Agreement on behalf of the Company, the Company agrees to assist and cooperate with the University to enable it to comply with the Freedom of Information Act 2000.

8.5 Each Party shall comply with EU General Data Protection Regulation 2016/679 (“GDPR”) and the UK Data Protection Act 2018 (as applicable) (“the Data Protection Laws”) In particular where a Party (“Processor”) is processing personal data on behalf of the other Party (“Controller”) it shall:

8.5.1 process it only for the purposes of complying with its obligations under this Agreement, in accordance with the Controller’s documented instructions from time to time and good industry practice;

8.5.2 ensure that appropriate technical and organisational measures shall be taken to ensure a level of security of Controller personal data appropriate to the risk (including measures taken against
unauthorised or unlawful processing of Controller personal data and the accidental loss or destruction of, or damage to, such data) and promptly provide to the Controller details of those measures from time to time on receipt of Controller’s written notice;

8.5.3 not transfer, or otherwise directly or indirectly disclose, any Controller personal data to a third party or to a country or territory outside the European Economic Area without the prior written consent of the Controller which may be refused or granted subject to such conditions as Controller deems necessary; and

8.5.4 immediately and fully notify the Controller on receipt of any notices received by the Processor relating to the processing of Controller personal data including (but not limited to) data subject requests, complaints and/or correspondence or if any Controller personal data has been disclosed in breach of this clause or if it is lost, becomes corrupted, is damaged or is deleted in error and provide the Controller with such information and assistance as the Controller may require in relation to such notice or breach (at no cost to the Controller). The Processor shall provide and implement technical and organisational measures to help the Controller fulfil its obligations in relation to such notices from or on behalf of data subjects in connection with the rights conferred on them by Data Protection Law. For the avoidance of doubt, in no event shall the Processor respond directly to any notice relating to any Controller personal data.

8.6 The Processor shall comply with the provisions set out in Article 28 of the GDPR (together with any provisions referenced therein) which shall have effect as obligations on the Processor as if set out in full in this clause and the expressions “controller” and “processor” used in those provisions and incorporated in this Agreement pursuant to this clause shall be deemed references to the Controller and the Processor respectively. References to “personal data”, “processing, “data subject” shall have the meanings set out in the applicable Data Protection Law.

THE USE AND EXPLOITATION OF THE RESULTS OF THE PROJECT

9.1 Any and all Background Intellectual Property is and shall remain, as between the Parties, the exclusive property of the Party making such Background Intellectual Property available. Each Party hereby grants to the other Party a non-exclusive, royalty-free licence to use its Background Intellectual Property for the purpose of carrying out the Project and for no other purpose whatsoever.

9.2 Title to all Foreground Intellectual Property shall remain with or pass to the University, and the Company will execute all formal documents necessary or desirable in order to assign to the University free of all charges, liens and encumbrances all rights in Foreground Intellectual Property which may otherwise vest or have vested in the Company and assigns to the University by way of present assignment of future Intellectual Property, all copyright and related rights (including database rights) and design rights comprised within such Foreground Intellectual Property free of all charges, liens and encumbrances.

9.3 The University shall use reasonable endeavours to notify the Company promptly after identifying Foreground Intellectual Property, and to supply the Company with appropriate documentation in support of the identification.

9.4 Within the period of thirty (30) days after notification of Foreground Intellectual Property by the University under Clause 9.3, the Company shall inform the University whether or not the Company elects in respect of that Foreground Intellectual Property to exercise the rights offered to the Company in Clause 9.5.

9.5 During the six (6) month period beginning on the date of an election by the Company under Clause 9.4 (an "Option Period"):

9.5.1 the Company shall be licensed to use the relevant Foreground Intellectual Property for evaluation purposes only and for no other purpose whatsoever. The Company will keep the Foreground Intellectual Property confidential by using the same care and discretion to avoid its disclosure to any third party as the Company uses with respect to strictly confidential information;
9.5.2 neither the University nor UTP3 will negotiate with any third party for the use or commercial exploitation of the relevant Foreground Intellectual Property within the field of the Project set out in Appendix 1.

9.6 Should the Company during an Option Period give the University and UTP3 written notice that it wishes to take a licence to the relevant Foreground Intellectual Property, the University will enter into good-faith negotiations with the Company with a view to the grant of such a licence. Any such negotiations will be conducted by UTP3 on the University's behalf. For the avoidance of doubt in the event that the Company does not provide written notice to the University and UTP3 prior to the end of an Option Period that the Company wishes to take a licence to the relevant Foreground Intellectual Property the University shall be free to deal with such Foreground Intellectual Property as it sees fit.

9.7 If the Company requires access to use any of the University’s registered Background Intellectual Property which was developed by the Principal Investigator or by any of the University’s employees working on the Project, for the purposes of exploiting any Foreground Intellectual Property, the University will not unreasonably refuse to grant to the Company a licence to such relevant Background Intellectual Property for such purpose to be negotiated on fair and reasonable market terms provided such licence is requested in writing by the Company within twelve (12) months of the end of the Project Period.

9.8 The terms of any licence agreement provided for in Clause 9.7 above shall be negotiated in good faith by the Company and UTP3 and shall contain all such terms and conditions which are usual and customary in a licence agreement, including but not limited to royalties at the market rate, limitation of liability, audit provisions, termination, governing law provisions.

9.9 If no agreement is reached under Clause 9.6 for the use or commercial exploitation of the Foreground Intellectual Property by the Company by the end of any relevant Option Period the University shall be free to deal with Foreground Intellectual Property as it sees fit, and the Company shall at the University's election either:

9.9.1 return all materials and documentation of or for the Foreground Intellectual Property in the Company's possession to the University by Federal Express, DHL, or an equivalent first-quality carrier selected by the Company; or

9.9.2 destroy all such materials and documentation, in which event the Company shall provide the University with written certification of such destruction, signed by an authorised representative of the Company.

9.10 The Company acknowledges that by virtue of this Agreement the Company may acquire only the limited right to use notified Foreground Intellectual Property which is available to the Company under Clause 9.5.1; and does not acquire any rights of ownership to or title in any Foreground Intellectual Property.

FORCE MAJEURE

10 If the performance by either Party of any of its obligations under this Agreement (other than an obligation to make payment) shall be prevented by circumstances beyond its reasonable control (including any industrial action on the part of its employees and the circumstances specified in Clause 11.2) then such Party shall be excused from performance of that obligation for the duration of the relevant event.

TERMINATION

11 11.1 This Agreement may be terminated by either Party for any breach of any of the material obligations set out in this Agreement, by giving not less than thirty (30) days' written notice to the other of its intention to terminate. The notice shall include a detailed statement describing the nature of the breach. If the breach is capable of being remedied and is remedied within the thirty-day notice period, then the termination shall not take effect. If the breach is of a nature such that it can be fully remedied but not within the thirty-day notice period, then termination shall also not be effective if the Party involved begins to remedy the breach within that period, and then continues diligently to remedy the
breach until it is remedied fully. If the breach is incapable of remedy, then the termination shall take effect at the end of the thirty-day notice period in any event.

11.2 The University agrees to notify the Company promptly if at any time the Principal Investigator is unable or unwilling to continue the direction and supervision of the Project. Within three (3) months after such incapacity or expression of unwillingness the University shall, if practicable, nominate a successor to be Principal Investigator. The Company will not decline unreasonably to accept the nominated successor. However, if the successor is not acceptable to the Company on reasonable and substantial grounds or if it is not practicable for the University to nominate a successor, then the Company may terminate this Agreement by giving to the University not less than three (3) months' notice in writing.

11.3 Notwithstanding Clauses 11.1 and 11.2, the Company will continue to reimburse the cost to the University for all personnel appointed to work on the Project, and all other unavoidable commitments to or in connection with the Project which were made by the University before receipt of the Company's notice. Reimbursement will continue until the effective date of termination of each such contract and commitment.

11.4 This Agreement may be terminated by the University with immediate effect on written notice if any of the following events occurs:

11.4.1 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Company; or

11.4.2 the Company makes a voluntary arrangement with its creditors or becomes subject to an administration order; or

11.4.3 the Company goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation approved by the University and in such manner that the company resulting from the reorganisation agrees to be bound by or to assume the obligations imposed on the Company under this Agreement); or

11.4.4 any distraint execution or other process is levied or enforced on any property of the Company and is not paid out withdrawn or discharged within 21 days; or

11.4.5 the financial position of the Company deteriorates to such an extent that in the opinion of the University the capability of the Company adequately to fulfil its obligations under this Agreement has been placed in jeopardy; or

11.4.6 the Company is guilty of fraud or dishonesty or acts in any manner which in the reasonable opinion of the University brings or is likely to bring the University into disrepute or is materially adverse to the interests of the University.

11.5 Clauses 2.4, 3 (to the extent of any sums due up to termination), 4, 6, 7, 9, 12, 14, 15, 16, 17 and 18 shall survive the termination of this Agreement, for whatever reason (but in the case of Clauses 9.3 to 9.7 (inclusive), only in relation to Foreground Intellectual Property notified to the Company, or arising from the Project, prior to the date of expiration or termination). The obligation under Clause 8 shall survive for a period of 5 years after expiry or termination of this Agreement.

PUBLICITY

12.1 Neither the University nor the Company shall use the name or logo of the other in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the other; provided, however, that publication of appropriate details of the Project including but not limited to the sums received from the Company in the University's reports and similar publications shall not be regarded as a breach of this Clause 12.1.

12.2 The Company acknowledges that the University is regulated by Research England and is periodically assessed as to the excellence of its research and the impact of that research. The University may write and submit a case study to the Research Excellence Framework (REF), or any future similar assessment exercise, relating to a work undertaken as part of the Project, the results, and the underlying
collaboration. The Company shall reasonably cooperate with the University in the preparation of the written case study. Any submission containing Confidential Information will be made on a confidential basis.

ASSIGNMENT

13 Neither Party shall assign any of its rights and obligations under this Agreement without the prior written consent of the other.

NOTICES

14 14.1 The University's representative for the purpose of receiving payments, reports and other notices shall until further notice be:

Notices:
Director of Research and Business Engagement Support Services
2nd Floor [ ]
The University of [ ]
[ ] Road
[ INSERT city name ]
United Kingdom

UTP3 representative for the purpose of receiving notices shall until further notice be:-
[ INSERT address ]
United Kingdom

The Company's representative for the purpose of receiving invoices, reports and other notices shall until further notice be:

<_________________________________>
[INSERT COMPANY NAME]
<_________________________________>
<_________________________________>
<_________________________________>.

14.2 The payment, report or notice will be deemed to have been duly made, delivered or served:

14.2.1 if delivered by hand, at the time of delivery;
14.2.2 if delivered by post, 48 hours after being posted or in the case of Airmail 14 days (excluding Saturdays, Sundays and public holidays) after being posted.

DISPUTE RESOLUTION

15. 15.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute arising between them out of or in connection with this Agreement within 30 working days of the dispute arising.

15.2 If the dispute cannot be resolved, then the Parties shall attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (“CEDR”) Model Mediation Procedure from time-to-time in force.

15.3 To initiate the mediation a Party to this Agreement must give notice in writing (the “ADR Notice”) to the other Party requesting mediation in accordance with this Clause 15. The mediation is to take place not later than 30 working days after the ADR Notice. If there is any issue regarding the conduct of the mediation upon which the Parties cannot agree within 14 working days of the ADR Notice, then CEDR shall, at the request of either Party, decide the issue for the Parties, having consulted with them. Unless otherwise agreed by the Parties, the place of mediation shall be nominated by the mediator.
15.4 Unless otherwise agreed, all negotiations connected with the dispute and any settlement shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

15.5 If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by both Parties.

15.6 If the Parties fail to reach agreement within 60 working days of the initiation of the mediation, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

15.7 The commencement of mediation shall not prevent the Parties commencing or continuing court proceedings.

BRIBERY ACT

16. The Parties acknowledge that the Bribery Act 2010 came into effect on 1 July 2011 and agree to abide by the statutory provisions as appropriate to their organisation.

LAW AND JURISDICTION

17. This Agreement shall be construed and governed in accordance with English Law and the Parties agrees to submit to the exclusive jurisdiction of the English Courts for all contractual and non-contractual disputes.

GENERAL

18. 18.1 Clause headings are inserted in this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.

18.2 If the Company fails to make any payment due to the University under this Agreement then, without prejudice to the University's other rights and remedies consequent upon breach of this Agreement, the University may charge interest on the balance outstanding, accruing from day to day at the rate of four per cent (4%) per annum above the National Westminster Bank PLC Base Rate from time to time in force and compounded annually as at 31 December.

18.3 Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the University and the Company or the relationship between them of principal and agent.

18.4 No waiver of a breach by either Party of any covenant, condition, obligation or understanding of this Agreement shall be deemed to constitute a waiver of any other breach of the same, or of any other covenant, condition, obligation or understanding; and no failure, forbearance or delay by either Party in exercising any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by either Party of any right preclude any further exercise thereof, or the exercise of any other right.

18.5 Should any part or provision of this Agreement be prohibited or rendered void or unenforceable by any legislation to which it is subject, the part or provision in question shall be so prohibited or rendered void or unenforceable to the extent to which it is thus prohibited or rendered void or unenforceable, and no further; and the validity or enforceability of any other part of this Agreement shall not thereby be affected. The Parties shall uphold the remainder of this Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.

18.6 This Agreement and any Appendices (which are incorporated into and made a part of this Agreement) constitute the entire agreement between the Parties for the Project. Any variation shall be in writing and signed by authorised signatories for both Parties, unless otherwise agreed for non-financial variations.

18.7 Nothing in this Agreement is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999, except as set out in Clause 7.
18.8 This Agreement may be executed and exchanged electronically by pdf and will constitute an original binding Agreement.

AS WITNESS the hands of authorised signatories for the Parties on the date first mentioned above.

SIGNED on behalf of THE UNIVERSITY OF [ ]

Name: _______________________________
Position: _______________________________

Signature: _______________________________
Date:  ________________________________

SIGNED on behalf of THE COMPANY

Name: _______________________________
Position: _______________________________

Signature: _______________________________
Date:  ________________________________
NON-DISCLOSURE AGREEMENT

This agreement is entered into the 【date】 , by and between

“Party A”, a company incorporated under the laws of Greece having its registered offices at 【Address】 , (hereinafter called “PA”) duly represented for the purposes of this agreement by Mr. 【】

and

“Party B”, a company incorporated under the laws of People’s Republic of China and having its registered office at 【Address】 (hereinafter called “PB”), duly represented for the purposes of this agreement by Ms. 【】

and collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS, PA is a specialised company in the business of providing integrated 【 】 goods and services worldwide;

WHEREAS, PB is a technology and services provider to the 【Business】.

WHEREAS, The Parties agree to explore the potential cooperation in pursuance of developing technologically and operationally partnership within the 【territory】 (hereinafter the “Subject Matter”).

WHEREAS, in connection with and for the purpose of executing the Subject Matter the Parties may exchange and disclose technical and business information of confidential nature to the other.

AND WHEREAS, the Parties desire to prevent the unauthorized use and disclosure of their confidential information.

NOW THEREFORE, the Parties agree as follows:

1. Either Party shall be acting as a “Disclosing Party” when it, or any of its officers, directors, employees, legal and/or financial advisers, representatives and/or agents, or any third party or company belonging to such Party’s sphere of interest and/or any third party or company that belongs to the same group of companies to which the Party belongs (including but not limited to mother companies, subsidiaries, affiliates, principal shareholders, key offices etc.) discloses and/or gives access to its “Confidential Information” (as defined below) to the other Party.

2. Either Party shall be acting as a “Receiving Party” when it, or any of the Company’s officers, directors, employees, legal and/or financial advisers, representatives and/or agents, or any third party or company belonging to such Party’s sphere of interest and/or any third party or company that belongs to the same group of companies to which the Party belongs (including but not limited to mother companies, subsidiaries, affiliates, principal shareholders, key offices etc.) obtains or is by given access to “Confidential Information” (as defined below) of the other Party.

3. “Confidential Information” of either Party shall mean any and all information already disclosed in the frame of the Subject Matter or to be disclosed (through briefs, proposals, reports, or otherwise) relating to the Subject Matter that is (i) disclosed in written materials, or (ii) disclosed by any means of electronic telecommunication, or (iii) obtained by viewing or examining premises, equipment, products, prototypes or facilities, or (iv) disclosed by oral communication by either Party to the other. More specifically, “Confidential Information” shall include but not be limited to

(a) patents, trademarks, trade secrets, know-how, ideas, processes, technical data, compilations of data, electronic schematics, assembly drawings, circuit board layouts, source and object code software, cost information and future plans relating to the Disclosing Party’s products, regardless of the form or method in which communicated, recorded or embodied;
financial, market and corporate information including prices, sales information, customer identities, terms of contracts with customers, business methods, practices, plans and strategies, co-developers identities, future trade names or trademarks or distinctive titles relating to the Disclosing Party; and
(c) such other information as the Parties may from time to time designate as being confidential, proprietary, private or secret.

4. Confidential Information shall not include disclosed by the Disclosing Party, which:

(a) Is presently in the Receiving Party's possession, provided that such information has not been obtained from the Disclosing Party and that the Receiving Party’s written records can demonstrate such possession;
(b) Is, or becomes, generally available to the public, through, for example, such sources as patents or other generally circulated publications, and such availability to the public does not result from any fault of the Receiving Party;
(c) Is released for disclosure by the Disclosing Party with its written consent; or
(d) Is inherently disclosed in, or capable of being determined, by the use, lease, sale, distribution, design, or operation of any product or service of the Disclosing Party or any documentation provided to facilitate the use or maintenance of the product or service.
(e) Is independently developed by either Party without use of the information disclosed during or in connection with the Subject Matter;

5. Specific technical and business information shall not be within the exceptions of the preceding clause merely because it is embraced by more general technical or business information within those exceptions, nor shall a combination of features be within those exceptions merely because the individual features are within those exceptions. The exclusion of clause 4 does not extend to Confidential Information that is obtained by reverse engineering, deconstruction or scientific analysis of any product or service.

II. CONFIDENTIALITY

1. Either Party shall never use or duplicate any Confidential Information of the other Party and shall keep confidential and never disclose any Confidential Information of such other Party, unless either Party has, in its sole discretion, previously and expressly consented to such use, duplication or disclosure, in writing.

2. Either Party shall maintain in confidence any Confidential Information disclosed to it by the other Party with at least as high standard of care it uses to maintain the secrecy of its own trade secrets, but in no event less than a reasonable degree of care. Either Party receiving Confidential Information hereunder shall not use such information for its own purposes or for any purpose other than the Subject Matter.

3. Disclosure of Confidential Information of either Party hereto shall not be precluded if that disclosure is:

(a) In response to a valid order of a court or other governmental body provided, however, that the Party making the disclosure pursuant to the order shall, to the extent feasible, first have given notice to the other Party and made a reasonable effort to obtain a protective order requiring that information and/or documents so disclosed be used only for the purposes for which the order was issued; or
(b) Otherwise required by law or in accordance to the rules of a stock exchange where the shares of a Party is listed; or
(c) Necessary to establish rights under this Agreement.

4. The Disclosing Party represents and warrants that it has the unrestricted right to disclose any information that it submits, free of all claims of third parties. Information disclosed to the Receiving Party by the Disclosing Party will not be in violation of any secrecy agreement the Disclosing Party has with any third party.

5. The Receiving Party agrees that the sole purpose for the Disclosing Party disclosing its Confidential Information to the Receiving Party is to enable the Receiving Party to evaluate the Confidential Information for purposes of the Subject Matter. The Receiving Party will hold in strictest confidence all Confidential Information of the Disclosing Party and use that Confidential Information solely for this purpose. Any use by the Receiving Party of that Confidential Information of the Disclosing Party for any other purpose shall be considered a breach of this agreement.

6. The Receiving Party will disclose Confidential Information only to its employees and employees of its wholly owned subsidiaries and/or its professionals advisors who are bound in writing to keep it confidential and only to the extent necessary for the Subject Matter to be conducted.

7. The Receiving Party will treat any samples or other materials (hereinafter "Samples") received from the Disclosing Party as Confidential Information and further agrees that it will not, without the express written consent of the Disclosing Party, engage in or permit any composition, disassembly, decompilation or reverse engineering of the Samples and to maintain in strict confidence any information it learns from its inspection of any such Samples and the results of its evaluation of the Samples.

8. The Receiving Party, will promptly notify the Disclosing Party in writing of any loss or destruction of the originals of any writing or other tangible items, or any copies thereof, which contain the Confidential Information of the Disclosing Party. The Receiving Party will make all reasonable efforts to locate and return any such lost originals or copies.

9. Upon request, the Receiving Party will:

(a) Destroy or return to the Disclosing Party any Samples, documents or other tangible materials disclosed by the Disclosing Party, or generated by the Receiving Party pertaining to the Confidential Information of the Disclosing Party or the subject Matter;

(b) Delete the Confidential Information from any and all retrieval systems and databases in which it has been placed or recorded; and

(c) Cause an officer of the Receiving Party to certify in writing that the Receiving Party has complied with this paragraph.

10. Without prejudice to clause 3 herein, neither Party hereto shall disclose to any person (except those with a need to know as provided above) either the fact that the Subject Matter is taking place, its status or any of the terms, conditions or other facts with respect to the Subject Matter, without the prior consent of the other Party.

12. Neither this Agreement nor the disclosure of any information by the Disclosing Party shall constitute by implication or otherwise, a vesting of any title or interest or a grant of any license, immunity or other right to the Receiving Party with regard to the Confidential Information. Neither Party, by this Agreement acquires no right, title, interest or license in or to any product, intellectual property, trade secret or confidential information of the other Party, nor the right to purchase, license, sell, develop or commercialise such property.

13. Nothing in this Agreement shall constitute a joint venture or partnership, or any other business, financial, or other relationship between the Parties or may be interpreted as a commitment to enter into any final agreement.

14. The Receiving Party acknowledges and agrees that any breach of the covenants in this Agreement will cause the Disclosing Party immediate and irreparable harm and that damages and other remedies at
III. TERM - DURATION

This Agreement shall come into force on the date first written above. The limitations on the use of Confidential Information and the obligations of confidentiality imposed by this Agreement shall extend for a period of two (2) years from the date of disclosure, and shall survive any early cancellation or termination of this Agreement.

V. APPLICABLE LAW-JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Singapore. Any conflict arising in relation to the present agreement shall be finally and irrevocably settled by a three-member arbitration panel to be formed in accordance with the rules of Arbitration and Conciliation of the International Chamber of Commerce. The place of arbitration shall be in Singapore and the language of the process shall be English.

VI. INTELLECTUAL PROPERTY

Neither Party by this Agreement acquires any right, title, interest or license in or to any product, intellectual property, trade secret or confidential information of the other Party, nor the right to purchase, license, sell, develop or commercialise such property. The Parties agree that any and all Confidential Information disclosed hereunder is provided without any representation or warranty, express or implied, as to the accuracy or completeness of the confidential material.

VII. MISCELLANEOUS

1. This Agreement may only be amended superseded or cancelled by a further written agreement signed by the Parties. Any waiver of a term of this Agreement is only effective if given in writing and signed by the Party waiving the particular term.

2. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter and supersedes all prior discussions, commitments, agreements, arrangements, and understandings of any nature between the Parties relating to the Subject Matter.

3. No representation, promise, inducement or statement of intention with respect to the subject matter of this Agreement has been made by either Party, which is not embodied in this Agreement, and neither of the Parties shall be bound by or be liable for any alleged representation, promise, inducement or statement of intention not so set forth.

4. Neither Party may assign its rights or obligations under this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon and ensure to the benefit of any successor or permitted assign.
VI. NOTICES

All notices, demands, consents or other communications hereunder shall be in English and shall be sent to the respective Party at the address set forth above or telefax number; such notices, if sent by telefax, shall be deemed communicated or served on the next business day following the transmission of the telefax and if sent by mail, five (5) working days following date of postmark.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives on the date set forth below.

PA, S.A

PB 【 】 , Ltd.

Name: __________________________ Name: __________________________
Title: __________________________ Title: __________________________
Date: __________________________ Date: __________________________
Hotel Emporium, Inc.

Non-Disclosure, Non-Competition, & Non-Solicitation Agreement

This Non-Disclosure, Non-Competition, and Non-Solicitation Agreement (hereinafter “Agreement”) is made by and between A (“Company”) and B (“Recipient”). For the purposes of this Agreement, the term “Recipient” shall include its agents, employees, affiliates, and representatives.

RECITALS

WHEREAS, Company is involved in the business of XXX, and wishes to establish a business relationship with Recipient;

WHEREAS, Recipient is XXX and wishes to establish a business relationship with Company;

WHEREAS, Company has been cooperating with C and possesses confidential information related to its business with C, which is of commercial value to Company, and Company has consistently taken all necessary steps to protect and prevent intervention of the relationship with C, as well as disclosure of confidential information;

WHEREAS, Recipient may, in the course of [BUSINESS], obtain access to and utilize the confidential information, or interfere in the cooperation between Company and C. Company wishes that its benefits shall be protected according to the term and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, Company and Recipient hereby agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION.
   As used in this Agreement, “Confidential Information” refers to any information related to the business of Company with C, which has commercial value. Recipient shall not disclose the business relationship between Company and C, or disclose the cooperation between Company and Recipient to any third parties.

2. NON-DISCLOSURE AND NON-USE OBLIGATIONS.
   Recipient shall maintain in confidence and shall not disclose, disseminate or use any Confidential Information belonging to Company or C, whether or not in written form. Recipient agrees that Recipient shall treat all Confidential Information of Company with at least the same degree of care as Recipient accords its own confidential information. Recipient further represents that Recipient exercises at least reasonable care and diligence to protect its own confidential information. Recipient agrees that Recipient shall disclose Confidential Information only to those of its employees and agents who need to know such information, and certifies that such employees and agents have previously signed a similar non-disclosure agreement.

3. NON-COMPETITION/NON-SOLICITATION COVENANT.
   Recipient acknowledges that during the course of its relationship with Company and during the term of this Agreement, Recipient and its employees, agents, representatives, or affiliates, may find opportunities to approach C. Recipient agrees and covenants that it will not approach C, or interfere in the cooperation of Company and C, or make contact with C to establish a business relationship with C, or arrange third parties to start business with C directly or indirectly. Should C pursue direct business activities with Recipient, Recipient shall not accept any such proposals without Company’s express
written consent. Additionally, Recipient agrees to inform Company of any correspondence from C within three (3) days of receipt of such correspondence.

4. SURVIVAL.
This Agreement shall govern all communications between the parties, their employees, agents, affiliates, and representatives. Recipient understands that its obligations under Paragraph 2 ("Non-Disclosure and Non-Use Obligations") and Paragraph 3 (Non-Competition/Non-Solicitation Covenant) shall survive the termination of any relationship between the parties.

5. REMEDY.
Recipient recognizes that a breach of any of the contractual terms or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Company shall be entitled to cease the infringement and monetary damage of x RMB in any circumstance.

6. ATTORNEY'S FEES AND LEGAL COSTS.
If any action at law is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees, legal costs and necessary disbursements incurred both, before or after judgment in addition to any other relief to which such party may be entitled.

7. MEDIATION, ARBITRATION AND GOVERNING LAW.
Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the laws of the People’s Republic of China and the provisions of Shenzhen Court of International Arbitration. The attorneys’ fees and costs of arbitration shall be borne by the losing party.

8. INDEMNIFICATION.
Recipient shall defend, indemnify, hold harmless, and insure Company from any and all damages expenses or liability resulting from or arising out of, any negligence or misconduct on Recipient’s part.

9. REPRESENTATIONS.
This Agreement supersedes all prior or contemporaneous oral or written agreements concerning the contents of this Agreement. Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

10. PARTIAL INVALIDITY.
If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

COMPANY:    RECIPIENT:

By:__________________________  By:__________________________

Name:_________________________  Name:_________________________

Title:__________________________  Title:__________________________

Date:__________________________  Date:__________________________
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<td>상표 갱신 등록 연장</td>
<td>675RMB</td>
<td>750RMB</td>
<td>**** RMB</td>
<td>6-9 개월</td>
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<td>9</td>
<td>3 년 불사용 상표 취소</td>
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<td>500RMB</td>
<td>**** RMB</td>
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<td>6-9 개월</td>
</tr>
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<td>11</td>
<td>등록기결 복심, 이의 후 등록 거절 복심, 취소복심, 무효선고</td>
<td>675RMB</td>
<td>750RMB</td>
<td>**** RMB</td>
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<td>12</td>
<td>상표 이의</td>
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<td>13</td>
<td>상표 담변 (이의,취소, 복심,무효선고)</td>
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<td>14</td>
<td>상표절권의 신청,변정,인장, 재발급, 말소</td>
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<td>6-9 개월</td>
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<td>15</td>
<td>지리적 표시 단체/증명 표장</td>
<td>--</td>
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<td>**** RMB</td>
<td>12-18 개월</td>
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<td>16</td>
<td>마드리드 국제 출원 등록</td>
<td>--</td>
<td>653(흑백 상표)/903 (색채 상표) 스위스 프랑 + 그 나라 수취 비용</td>
<td>**** RMB</td>
<td>18-24 개월</td>
</tr>
</tbody>
</table>
비고:
1. 상표 출원 등록의 지정 상품 한 목별 10개 상품/서비스 항목에 한한다. 10개 이상의 상품/서비스의 경우, 상표국은 상품/서비스 당 27 RMB/30 RMB 신청비용을 추가한다. 추가 상품의 경우, 의뢰인은 추가의 수량에 따라 신청 비용을 추가해야 한다.
2. 신청비용은 상표국 행정심사의 접수 비용이고 대리 기구를 통해 납부한다. 우선 온라인 신청을 제기할 것이고 전자 문서를 수령한다.
3. 상표복심: 등록 거절 복심, 취소 복심, 이의 후 등록 거절 복심, 무효선고.

2. 상표에 관한 소송, 중재, 분쟁해결, 특별 서비스
(商标关联的诉讼、仲裁、争议解决及专项法律服务)

<table>
<thead>
<tr>
<th>순번</th>
<th>대리 내용</th>
<th>신청비용</th>
<th>변호사 대리 비용</th>
<th>걸리는 시간</th>
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<tr>
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<td>4</td>
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<td>**** RMB</td>
<td>3-36 개월</td>
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<tr>
<td>5</td>
<td>민사소송/중재</td>
<td>구체 목표액에 따른다</td>
<td>**** RMB</td>
<td>3-36 개월</td>
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<td>6</td>
<td>형사 변호/대리</td>
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<td>**** RMB</td>
<td>3-36 개월</td>
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<td>7</td>
<td>국제 도메인 내임 분쟁 해결</td>
<td>1인 중재원 1,300 Dollar/ 3인 중재원 2,800 Dollar</td>
<td>**** RMB</td>
<td>4개월</td>
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<td>8</td>
<td>중국 도메인 내임 분쟁 해결</td>
<td>1인 중재원 8,000RMB/ 3인 중재원 14,000 RMB</td>
<td>**** RMB</td>
<td>4개월</td>
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</table>

비고:
1. 행정 복의: 주로 상표국의 접수 수리 거절 등의 행정행위에 대해 심의함을 가리킨다.
2. 행정소송: 주로 상표권의 출원, 등록, 등록 거절, 취소, 무효선고, 복심, 행정심의 등의 행정행위에 대해 소송을 가리킨다.
3. 도메인 내임 분쟁 해결은 중재위원회의 도메인 내임 분쟁 해결 센터에 중재를 제기하는 방법으로 진행하여 중재 청구의 도메인 내임의 수량, 그리고 당사자가 선택하는 중재원의 인원수에 따라 중재 신청 비용을 수취할 것이다.
专题四

其他
Settlement Agreement

(Case ref: [   ])

Party A: [   ]
Person in charge: [   ]

Party B: [   ]
Contact Person: [   ]

Whereas

With respect to the case over disputes arising from the contract lodged by Party A against Party B before Court of the People’s Republic of China, requesting Party B to deliver to Party A the original copy of B/L and the original copy of Certificate of Origin,

Upon amicable negotiation, Party A and Party B hereby reach the following agreement:

1. Party A agrees to pay and Party B agrees to accept USD [   ] as settlement of the subject dispute only arising from or in connection with the contract and the cargo under Certificate of Origin. Any court fee, lawyer’s fee and/or other relevant fees resulting from this case suffered by each Party should be on their own account and may not be recovered from the opponent Party.

2. Party A undertakes, within 2 bank working days upon the conclusion of this Settlement Agreement, to pay the aforesaid settlement fund of USD [   ] (In words: US dollars [   ] only) to ________ as designated by Party B, or to remit the same to the following bank account designated by Party B.

Beneficiary: [   ]
Bank: [   ]
Account No.: [   ]

3. Party B undertakes to deliver the original of B/L and the original of Certificate of Origin to Party A within three working days after acknowledgement of safe receipt of the aforesaid settlement fund by the person or bank account designated by Party B, and issue to Party A the Receipt as per the attached form (Attachment 1).

4. Party A undertakes, within three days upon receipt of the original of B/L and the original of Certificate of Origin, to submit an Application for Withdrawal of Lawsuit to Court to withdraw the action against Party B, and issue to Party B the Receipt & Release as per the attached form (Attachment 2), thus to release and discharge Party B from all duties, obligations and/or responsibilities arising from the dispute over the contract.

5. Party A warrants that he is the sole person/entity that is entitled to file a lawsuit with respect to the subject dispute over the contract, to sign this Settlement Agreement and to enjoy the rights under the said bill of lading and certificate of origin. In case that a third party shall lodge any claims, actions and/or requests against Party B with respect to the aforesaid dispute, Party A shall compensate Party B for all losses and/or expenses thus incurred and hold Party B harmless against any loss and/or damage resulting therefrom.

6. This Settlement Agreement is governed by the Chinese law and any dispute arising hereunder or in connection with this Settlement Agreement shall be filed before Court in case negotiation fails.

7. This Settlement Agreement shall come into effect once it is signed/stamped by Party A (including their Agent ad Litem) and Party B (including their Agent ad Litem). This Settlement Agreement shall be made in triplicate, with Party A and Party B each holding one counterpart. Another counterpart is to be submitted by Party A to Court for withdrawing the subject case

Party A: (stamped) (Agent ad Litem):
(Date):

Party B: (stamped) (Agent ad Litem):
(Date) :
Receipt and Release

To: [ ]

Re: subject matter

It is confirmed that the undersigned has received the payment in amount of [ ] USD (in words: [ ]) Only) from you in full and final settlement of the captioned claims (including claims for interest and relevant costs/expenses). Having received the amount above mentioned, the undersigned hereby releases and forever discharges from any kind of liability on master, shipowner, shareholding shipowners, bare-boat charterers, charterers, operators, managers, agents, servants, insurers, P&I Club, and other related interests (these parties whether specifically mentioned or not are all called “the released parties”) for claims, requests, action or litigation, whether commenced or potential, relating to the captioned claim for the alleged cargo shortage.

Then the undersigned guarantees that it has authority to issue, sign and enforce this Receipt and Release, and further guarantees that no other parties have title/right to raise the same claim against the released parties for the alleged cargo shortage. In case any claim, demand, action and lawsuit are made against the released parties for the released items, no matter of any kind of claims which have been raised or will be possibly raised by the any other person, the undersigned undertakes to compensate them for any losses and expenses arising therefrom as well as to eliminate the damage thereof.

(Stamp)
Date:
To:

Re: subject matter

IN CONSIDERATION of your not arresting or re-arresting or otherwise detaining MT "[   ]" or any other vessel or property in the same or associated ownership, management, possession or control for the purpose of obtaining security in respect of your claim for expenses arising out of the services of lightening and transshipment of part of cargos on board MT "[   ]" that rendered by M.T. "[   ]" to MT "[   ]", we, [   ] company, for and on behalf of the ship owner of MT "[   ]", hereby issue this letter of undertaking and undertake to pay to you such sum or sums as may be due to you from the owner of MT "[   ]" arising from the services of lightening and transshipment of part of cargos on board MT "[   ]" that rendered by MT "[   ]" to MT "[   ]" either by written agreement(s) reached by and between you and the owner of MT "[   ]" and/or a final and unappealable civil judgment and/or civil decisions and/or civil conciliation rendered by the competent Court or its appellant court, provided always that our maximum liability hereunder shall not exceed the sum of USD[   ] (In words: the US Dollars [   ] only), inclusive of interests and costs.

I, the guarantor here, assure and affirm that, [   ] has been authorized by the owner of MT "[   ]" for accepting service of court’s documents, claim documents and other relevant documents from your party or the competent court.

Also, I, the guarantor here, assure and affirm that MT "[   ]" was not under bareboat/demise charter at the moment when it aground.

This letter of undertaking is not construed as any admission of liability of the owner of MT "[   ]", and is given without prejudice to any rights and/or defenses available to the owner of MT "[   ]", including the right to limit liability in accordance with the laws of P. R. China.

This letter of undertaking is effective from the date when this LOU is issued till the date when the owner of MT "[   ]" has paid off all the compensation to your party according to a written agreement(s) reached by and between you and the owner of MT "[   ]" and/or a final and unappealable civil judgment and/or civil decisions and/or civil conciliation rendered by competent Court and/or its appellant court. When this LOU becomes void and null, please return it to this Guarantor for cancellation.

This letter undertaking shall be governed by Chinese law, and any disputes arising from the LOU shall be submitted to the exclusive jurisdiction of the courts within the Mainland of P. R. China.

Issued by:__________________________

Date:______________________________
Dear Sirs:

We have acted for [ ] (the "Bank") as its legal advisers with respect to PRC law in connection with the following attached documents (each as defined below): [ ] (the "Security") executed by [ ] ("the Company") relating to the indebtedness and liabilities owing to you by [ ] (the "Borrower") under the Banking Facilities (as defined below).

1.1 Defined terms and construction
a) "SAMR" means the State Administration for Market Regulation of the PRC (国家市场监督管理总局), and including its successors and, where the context requires, local counterparts.
b) "Borrower" means the [ ] , a limited liability company incorporated in [ ] and registered at the [ ] with number [ ], as borrower;
c) "Company" means the [ ] a limited liability company incorporated and being valid subsisting under the laws of the PRC, with business license registration [ ] and registered office situated in [ ];
d) "Banking Facilities" means the [ ] dated on [ ] and executed between the Borrower as borrower and the Bank as lender;
e) "Security" means the agreement limited to [ ] -plus, default interest and other costs and expenses as further set out in the guarantee from and executed by the Company (as guarantee) in favor of the Bank as security for the Banking Facilities;
f) "PRC" means the People's Republic of China (but, for the purpose of this opinion, excluding Hong Kong, Macau and Taiwan);
g) "SAFE" means the State Administration of Foreign Exchange of the PRC (国家外汇管理局), and including its successors and, where the context requires, local counterparts; and
h) Headings are for ease of reference only and do not affect the interpretation of this opinion.

1.2 Examination and enquiries
This opinion is given on the basis of the following copies provided by the Company:
a) the executed [ ] dated on [ ];
b) the Business License of Enterprise Legal Person of the Company issued by the SAMR dated on [ ];
c) the Articles of Association of the Company dated on [ ];
d) the executed Shareholders' Resolution of the Company dated on [ ];
e) the executed Directors' Resolution of the Company dated on [ ]; and
f) the executed Banking Facilities dated on [ ].

2. ASSUMPPTION
In giving these Opinions, we have assumed:
a) (i) that the originals of all documents examined in connection with this opinion are authentic, accurate and complete; and (ii) the authenticity, accuracy, completeness and conformity to original documents of all documents submitted to us as copies;
b) that there has been no change to the information contained in the Business License of Enterprise Legal Person, the Articles of Association and its amendment of the Company;
c) that the signatures and seals on all documents and certificates submitted to us as originals or copies of executed originals are genuine and authentic, and the signatures on all such documents are the signatures of the persons authorized to execute such documents; and
d) that where incomplete documents, drafts or signature pages only have been supplied to us for the purposes of issuing this opinion, that the original documents have been duly completed and correspond in all material respects with the last version of the relevant documents examined by us prior to giving our opinion.

3. OPINIONS

3.1 Basis
This opinion is given on the basis of the Examination and enquiries.
3.2 Status
3.2.1 The Company is duly incorporated and validly existing under the law of PRC, an independent enterprise legal person, and shall be independently responsible for its own civil liabilities.
3.2.2 Based on our searches of [ ], no steps have been taken or are being taken to appoint a liquidator or receiver over or to wind up the Company.

3.3 Corporate capacity
3.3.1 The Company has the corporate capacity to enter into and perform its obligations under the Security and has taken all necessary corporate action to authorize the execution and delivery of, and performance of its obligations under, the Security.
3.3.2 The Security dated on[ ] has been duly executed on behalf of the Company by the legal representative of the Company (公司法定代表人) who has the authority to do so.

3.4 Non-violation, approvals and other opinions:
(a) The execution and delivery by the Company’s Board of Shareholders of the resolution in relation to the Security do not contravene the Company’s Articles of Association.
(b) The execution and delivery by the Company of the Security and performance of its obligations under the Security, do not and will not contravene any present law or regulation having the force of law in PRC or its Articles of Association.
(c) According to the Administration of Foreign Exchange for Cross-border Guarantee (跨境担保外汇管理规定 汇发[2014]29号), the Company has the corporate capacity to provide the cross-border guarantee and enter into the Security.
(d) According to the Administration of Foreign Exchange for Cross-border Guarantee (跨境担保外汇管理规定 汇发[2014]29号), before the Company performs its liabilities on the specific and conditions outlined in the Security in case of default on the Banking Facilities or the Security, the Company shall have been received the approval and registration for cross-border guarantee of the Security issued by the SAFE.
(e) No other formalities (including without limitation filing, stamping or registration requirements) are considered necessary or desirable for the enforceability of the Security except as be specified in d).
(f) The Security will not be subject to stamp duty in PRC and no registration, documentary, recording, transfer or other similar tax, fee or charge is payable in PRC in connection with the execution, delivery, filing, registration or performance of the Security.
(g) It is not necessary under PRC laws that the Bank should be licensed, registered or other entitled to carry on business in the PRC in order to enable the Bank to enforce its rights under the Security.
(h) Neither the Company nor its assets has immunity, sovereign or otherwise, from legal or other proceedings, enforcement, execution or attachment in the PRC.
(i) The choice of the law of Hong Kong as the governing law of the Banking Facilities would not violate the PRC law and would be applied by such courts in proceedings in relation to the Banking Facilities as the proper law thereof and the submission to the jurisdiction of the courts of Hong Kong would not violate PRC law.

The disclosure of this legal opinion:
This legal opinion is allowed to the Bank’s affiliates, assignees, transferees, sub-participants (and financiers of such persons), auditors, professional advisors, consultants and persons who in their ordinary course of business have access to the papers and records of the addressees, or where required in accordance with law or regulation or in connection with any judicial proceedings.

The above legal opinion complies with the law of the PRC (excluding the laws of Hong Kong Macao and Taiwan).

Yours faithfully
Lawyer: [ ]

[ ]
LEASE AGREEMENT

1.13 This Agreement is entered into between:-

1. Lessor (Party A): [·]

2. Lessee (Party B):

In accordance with the relevant state, provincial and municipal laws, regulations and rules, Party A and Party B, on the basis of equality and voluntariness, reach unanimity through consultation and enter into and abide by this Agreement.

1. Party A agrees to lease to Party B the premises situated at [·] (the “Premises”) to be used as [·]. The estimated Gross Floor (or useable) area of the Premises is [·] square metres. The shared common area is [·] square metres. (Refer to the Supplemental Agreement for details.)

2. Party A and Party B agree on the following lease terms and rental amounts: (Refer to the Supplemental Agreement for details.)

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<tr>
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<tbody>
<tr>
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<td>11. RMB [·]</td>
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<td>14. RMB [·]</td>
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<td>16. From [·] to [·]</td>
<td>17. RMB [·]</td>
<td>18. RMB [·] Only</td>
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19.

Note: Where a single continuous lease term exceeds 20 years, the period in excess of 20 years shall be invalid.

3. The rent shall be settled every [·] month (month, quarter or year), and is payable by Party B to Party A on or before the [·] day of every month (month, quarter or year) by way of bank transfer.

4. Party B shall pay to Party A a deposit in the amount of RMB [·] (which shall not exceed the aggregate of three months’ rent). On expiry or termination of the lease term, Party A shall (return the deposit to Party B or deduct any outstanding rent payable by Party B from the deposit). (Refer to the Supplemental Agreement for details.)

5. Obligations of the Parties:

(1) Party A and Party B shall perform the duties and requirements stipulated in the relevant laws and regulations such as the General Principles of the Civil Law of the People's Republic of China, Contract Law of the People's Republic of China, Rules of Guangdong Province Concerning the Lease of Urban Buildings, Regulations of Guangzhou Municipality on House Tenancy Administration.

(2) Party A and Party B shall assist and coordinate with the relevant authority in the lease of the Premises, housing safety, fire safety, public security, family planning, and investigation of the production and sale of counterfeit and sub-standard products.
6. Rights and duties of Party A: (Refer to the Supplemental Agreement for details.)

(1) to deliver the Premises and facilities for the use of Party B in accordance with this Agreement. Where it fails to deliver the Premises as agreed, to pay to Party B a penalty at the rate of \( [\_\_] \)\% of the monthly Rent for each day of delay.

(2) the repair obligations of Party A: refer to Supplemental Agreement for details.

(3) where the Premises are to be transferred during the Lease Term, to give Party B \( [\_\_] \) months’ (not less than 3 months’) prior written notice; where the Premises are to be mortgaged, to give Party B \( [\_\_] \) days’ prior written notice.

(4) Party A shall have the right to terminate this Agreement, to take possession of the Premises and to claim for damages if it discovers that Party B, without authorisation, has changed the structure of the Premises, damaged the leased property through its use or accumulated more than \( [\_\_] \) month of unpaid rent.

7. Rights and duties of Party B: (Refer to the Supplemental Agreement for details.)

(1) to pay rent on time. For any delay in such payment, Party B shall pay a liquidated damages to Party A at the rate of \( [\_\_] \)\% of the then monthly rent for each day of delay.

(2) the repairing obligations of Party B: refer to Supplemental Agreement for details.

(3) On the expiration of the lease term, to deliver the Premises to Party A; where it intends to continue to lease the Premises, to negotiate with Party A \( [\_\_] \) days in advance and to execute a new contract.

8. Other provisions (Refer to the Supplemental Agreement for details.)

9. Where either Party fails to perform any terms of this Agreement or breaches any relevant laws or regulations, and such Party, after receiving a demand, fails to rectify such failure or breach within the agreed reasonable period, such Party shall be liable for the loss and damage arising therefrom. (The details can be found in the Supplemental Agreement)

10. During the lease term, if this Agreement cannot be performed due to the occurrence of any force majeure events, Party A and Party B shall timely conduct negotiation in accordance with the relevant laws.

11. This Agreement is executed in 7 counterparts. Party A shall keep 4 counterparts, Party B shall keep 2 counterparts, and 1 counterpart shall be delivered to the Street (Town) Leasing Management Services Centre for filing. Each counterpart shall have the same legal effect.

12. If any disputes arise in relation to the performance of this Agreement, the Parties shall resolve such disputes through negotiation. If negotiation fails, the Parties are entitled to resolve the matter through method 12.2 below:

12.1 initiate proceedings in the People’s Courts where the property is situated;

12.2 apply for arbitration to the Shenzhen South China International Economic and Trade Arbitration Commission.

13. This Agreement shall come into effect upon the signing hereof by both Parties. (Refer to the Supplemental Agreement for details.)
LEASE AGREEMENT
Supplemental Agreement

Lessor (Party A): [·]
Lessee (Party B): [·]

This supplemental agreement (including the Schedules and Attachments) (“Agreement”) supplements the Lease Agreement (the “Master Agreement”) entered into between Party A and Party B in relation to the lease of the Premises by Party B.

This Agreement, the Master Agreement and all the Schedules and Attachments are collectively referred to as this “Agreement”. In the event that any inconsistency or conflict arises between the Master Agreement and this Agreement and the Schedules and Attachments, the provisions of this Agreement and the Schedules and Attachments shall prevail. If “[·]” is filled in the blank space of any provisions of the Master Agreement and this Agreement and the Schedules and Attachments contain no provision on the same, the Parties shall be deemed to have made no agreement in respect of such provision.

1. Details of the Premises

This provision supplements Clause 1 of the Master Agreement:

1.1 The Premises

The Premises leased by Party B from Party A under this Agreement are located in the office building of the Guangzhou International Finance Center (the “Building”). Party B hereby acknowledges that the unit number of the Premises specified in Clause 1 of the Master Agreement is unilaterally designated by Party A. Party A has the right to unilaterally change the unit number of the Premises (but not the actual Premises itself) upon reasonable prior written notice to Party B.

The floor plan of the Premises (see Attachment 1) is for the ease of identification only. The real estate certificate has been obtained for the Premises, a photocopy of the up-to-date real estate certificate is attached (see Attachment 3). The leased area of the Premises is set forth in Part III of Schedule 1 of this Agreement (“Leased Area”).

Party A warrants that (i) it is the sole owner of the Premises, and (ii) it has the authority and right to lease the Premises to Party B in accordance with this Agreement.

1.2 The Standard of Handover

The handover date is set out in Part I of Schedule 1 (the “Handover Date”).

Party A shall hand over the Premises in accordance with the standards set out in Attachment 2. Party B agrees and accepts that the Premises shall be handed over from Party A to Party B in accordance with the standards in Attachment 2.

2 User

This provision supplements Clause 1 of the Master Agreement:

Party B’s use of the Premises is set out in Part IV of Schedule 1. In leasing and using the Premises, Party B shall comply with the “[·] Premises Handover Guidelines” (the “Premises Handover Guidelines”), the “[·] Tenants’ Handbook” (the “Tenants’ Handbook”) and the “[·] Fitting Out Rules” (the “Fitting Out Rules”).

3 Lease Term

This provision replaces Clause 2 of the Master Agreement:

3.1 Lease Term

The lease term of the Premises (the “Lease Term”) is set out in Part I of Schedule 1.
3.2 Handover of the Premises

Provided that Party B has signed this Agreement and paid all of the fees payable by it prior to the Handover Date under the terms of this Agreement, Party A shall handover the Premises to Party B on the Handover Date and on the basis of the Handover Standards set out in Attachment 2. Party B shall use reasonable commercial efforts to pay such fees by no later than [·].

Party B shall attend the office of the management company of the Building (“the Property Management Company”) (which is [·]) to complete the handover procedures of the Premises and to pay all of the relevant fees.

3.3 Party B’s Delay in Carrying out Handover Procedures

If Party B fails to carry out the procedures in relation to inspection and handover of the Premises at the Property Management Company before the Handover Date, the Premises shall be deemed to have been duly delivered to Party B on the Handover Date unless such delay is due to Party A. In such circumstances, Party A shall be entitled to demand Party B to pay, commencing on the Handover Date, rent, management fees, and liquidated damages (if any) pursuant to this Agreement payable by Party B to Party A.

If Party B shall fail to attend the Property Management Company to complete the procedures for the inspection and handover of the Premises within [·] days from the Handover Date (unless such failure is due to Party A), Party A shall be entitled to early termination of this Agreement, to retain all the deposits and to claim all the direct loss and damage arising from such breach by Party B.

3.4 Handover Confirmation for the Use of Premises

Party A and Party B agree to sign a Handover Confirmation for the Use of Premises (the “Premises Handover Confirmation”) at the time the Premises are handed over to Party B in accordance with Clause 3.2 of this Agreement to acknowledge their agreement to the terms contained therein. A copy of the Handover Confirmation is attached to this Agreement as Schedule 5.

4 Rent and Management Fees

This provision replaces Clauses 3 and 7(1) of the Master Agreement:

4.1 Rent

Party A and Party B agree on the rent as set out in Part II of Schedule 1. During the Lease Term, Party B shall pay to Party A the rent pursuant to this Agreement.

4.2 Management Fees

Party B shall pay to the Property Management Company of the Premises the management fees for the Premises (“Management Fees”) set out in Part III of Schedule 1, which include air-conditioning charges during normal office hours (being 8:00 am to 19:00 pm, Mondays to Fridays and 9:00 am to 12:30pm on Saturdays), the management of the operations of the Building’s common facilities operations and daily repair, the Building’s common facilities and electricity, water, etc in the common areas, operation costs, cost of cleaning contractors and daily consumables, charges for landscaping and decoration, etc.

If the cost of providing air-conditioning and/or the cost and expenses of providing management services, air-conditioning and repair/cleaning to the Building and/or Premises exceeds the usual cost of operating business stipulated at the commencement of the Lease Term, then:

The Property Management Company has the right to adjust the management fees of the Building in accordance with the pricing guidelines on management fees issued by the competent authorities in Guangzhou on grade benchmark prices and floating rates (if any). The Property Management Company’s determination of estimates of appropriate additional charges will be final and will be binding upon Party B. Notwithstanding this, any adjustment in management fees shall also be subject to the following: (i) the Property Management Company shall first consult with Party A to agree a reasonable adjustment of the management fees, (ii) all tenants of the Building (including Party B) shall be given no less than 30 days’ written notice of such adjustment, (iii) the Property Management Company to execute a supplemental
Property Management Contract to be agreed by tenants in the Building and (iv) compliance with the applicable policy/guidelines set by the relevant Bureau of Commodity Prices.

4.3 Payment Date

(1) The rent shall be calculated by calendar month. Party B must pay the rent for each month to Party A by the tenth day of that month (unless the tenth day of that month is a statutory holiday, in which case payment will be delayed to the first working day following such statutory holiday), save that the rent from [·] to [·], total of RMB[·] shall be paid prior to the Handover Date. Party A shall provide Party B with a lawful receipt within seven working days from the date on which it has duly received the rent.

For lease terms of less than one calendar month, the rent shall be calculated as follows: 

\[
\text{monthly rent} \div \text{total number of days in the month in question} \times \text{number of days of the month in question for which the Premises is rented.}
\]

The initial instalment of the rent shall be paid as stipulated in item (2) of this provision. With this exception, the rent for other periods of the lease shall be calculated by calendar month.

(2) Party B must pay to Party A the first instalment of the rent, the Rental Deposit and the stamp tax for the Contract (which Party A will pay on an agency basis) in a lump sum prior to the handover of the Premises.

4.4 Mode of Payment

On the date when rent, Management Fees and various deposits, etc. are due and payable, Party B shall pay the rent, Management Fees and various deposits in RMB.

Rent and rental deposits shall be paid into Party A’s designated bank account (details provided below) (or any other bank account of Party A as may be designated by Party A in writing):

Party A’s bank: [·]

Account name: [·]

Account number: [·]

The date and the amount of each payment received shall be determined by the actual date and amount of payment received in Party A’s designated account or the actual date and amount of a cheque issued by Party B and received by Party A. Party B shall bear all fees incurred in relation to the payment of any amounts pursuant to this Agreement (including but not limited to handling fees incurred by Party A for Party B’s telegraphic transfer payments).

Party B shall pay Management Fees in accordance with the terms of the Property Management Contract (refer to clause 12.2 of this Agreement for details).

4.5 Late Fee

In the event that Party B fails to pay Party A the rent or rental deposit as stipulated herein, Party A shall have the right to demand the payment of a daily interest of [·] % on each amount as a late fee for each day in arrears without prejudice to the rights of Party A to exercise any other rights or remedies. The late fee shall be calculated from the day following the date on which the said amounts were due and payable to the date of full payment of the said amounts, the late fee and any other relevant costs and expenses.

5 Deposits

This Clause replaces Clause 4 of the Master Agreement:

5.1 Payment and Adjustment of Deposits

In accordance with clause 3.2 herewith, Party B shall pay to Party A a rental deposit (“Rental Deposit”) in the amount of the Rental Deposit as specified in Part V of Schedule 1 of this Agreement to secure the due observance by Party B of all terms and conditions of this Agreement it is to observe. During the entirety of the Lease Term, Party A shall have custody of the Rental Deposit and Party A shall not pay to Party B
interest on the Rental Deposit. Party B shall pay the Management Fee deposit ("Management Fee Deposit") pursuant to the Property Management Contract.

5.2 Deduction of the Rental Deposit

In the event that Party B materially breaches, fails to observe or fails to perform this Agreement (without prejudice to Party A’s right to exercise any other rights or remedies in respect of such breach, non-observance or non-performance), Party A shall have the right to deduct from the Rental Deposit such amounts to compensate for any direct loss or damage (including but not limited to the loss of any rent) sustained by Party A as the result of Party B’s material breach, non-observance or non-performance by Party B (without prejudice to Party A’s rights and remedies of Party A in respect of such breach, non-observance or non-performance) provided that Party A provides full written evidence of such direct losses and gives Party B a reasonable time (no longer than seven days) to remedy such material breach, non-observance or non-performance. Under such circumstances, this Agreement shall continue to be valid only if Party B, within [·] working days of Party A’s written notice to Party B, makes a further deposit equal to the amount so deducted to Party A. Failure by Party B to observe this requirement shall entitle Party A to forthwith re-enter the Premises and to terminate this Agreement unilaterally before its expiration and Party A shall also be entitled to retain the Rental Deposit. Party B shall compensate Party A for all direct losses so incurred.

5.3 Return of the Rental Deposit

Without prejudice to any other rights of Party A under the terms of this Agreement, upon the expiration of this Agreement or the early termination thereof in accordance with Clauses 16 or 21 of this Agreement, provided that Party B has returned the Premises to Party A as stipulated pursuant to Clause 7.1 of this Agreement, has paid all the amounts payable under this Agreement and has de-registered as agreed pursuant to Clause 7.2 of this Agreement, then 15 days thereafter Party A shall refund to Party B the Rental Deposit or any remaining amount thereof (if any) without interest. If the Deposits are insufficient for deduction, then Party A has the right to claim against Party B for any such shortfall.

5.4 Transfer of Rental Deposit

Subject to Clause 9, during the Lease Term, if Party A transfers, sells or assigns the Premises, it shall be entitled to directly transfer the Rental Deposit or the remaining amount of the Rental Deposit to the transferee after deducting any amounts in accordance with the above provisions (with or without Party B’s consent), and Party B shall actively coordinate with Party A in carrying out the transfer procedures.

6 Use of the Premises, Repairing and Fitting Out Obligations

6.1 Party A’s Repairing Obligations

This Clause supplements Clause 6(2) of the Master Agreement:

(1) Party A warrants that the Building’s outer walls, main structure, utilities and facilities comply with safety standards and assumes the responsibility to repair any inherent defects, inherent damage or natural wear and tear.

(2) Upon Party B’s request, Party A may arrange for contractors to assist Party B in carrying out the repair and maintenance works in relation to any repair and maintenance obligations of Party B under this Agreement, the relevant costs of which will be borne solely by Party B.

(3) Party A shall use its reasonable endeavours to ensure that the Property Management Company carries out regular repair and maintenance work of common facilities and equipment and observes its repairing obligations in relation to inherent defects, inherent damage to and natural wear and tear on such facilities and equipment as set out in the Property Management Contract.

6.2 Party B’s Use of the Premises and Repairing Obligations

This Clause supplements Clause 7(2) of the Master Agreement:

(1) Party B shall keep the Premises, its interiors, internal walls, other fitting out materials, walls, paint on the floors and roofs and ancillary fixtures (including but not limited to the List of Fittings and Fixtures set out in Attachment 2 as well as all fixtures and fittings and/or other properties, goods, central air-conditioning or machinery, doors, windows, fan coil units, electrical or fuel gas equipment, apparatus and
pipelines for lighting, electricity and water installed on or within the Premises by Party B, including those installed on the Premises floor) in a clean and good useable condition (fair wear and tear excepted). Upon expiration or termination of the Lease Term, Party B shall return the Premises to Party A in a condition of good repair and maintenance (fair wear and tear excepted). If the existing facilities or equipment set out in Attachment 2, including the interior glass curtain walls, giant steel and concrete cable-stayed grids, are damaged for a reason attributable to Party B, Party B shall be responsible to repair or replace the same at its own expense.

(2) Where Party B becomes aware that the Premises and its ancillary fixtures are damaged, malfunctioning or are exposed to the risk of being damaged or any person is injured in the Premises or a fire or accident occurs in the Premises or where there is any damage or potential damage, crack or defect in the water pipes, gas pipes, electrical wirings, fittings, ancillary fixtures or any other facility of the Premises, Party B shall forthwith give oral and written notices to Party A and the Property Management Company.

(3) Party B is responsible for the maintenance, repair or replacement of any equipment, or facilities added within the Premises or added as a result of any transformation of the Premises at its own expense.

6.3 Fitting Out

(1) Provided that the architectural structure and safe use of the building and the Premises are not affected, Party B may carry out interior fit-out. However, the design plans for such fit-out are subject to written approval from Party A and the Property Management Company (such approval not to be unreasonably withheld or delayed). The work may be carried out only after Party B has duly carried out the relevant procedures for approvals from the construction authorities and obtained all necessary written consents and approvals from the relevant government departments. Party B shall be responsible for all of the costs and expenses incurred in relation to the application for and the obtaining of the relevant governmental approvals and all relevant decoration costs. Party A shall provide reasonable assistance if required in this regard. Once Party B has completed the fit-out of the Premises, it must carry out the acceptance procedures with the fire department and other authorities before it may use the same (including trial operations). Party A agrees to respond within 5 working days upon receiving the fitting-out plan from Party B, failing which such fit-out plans shall be deemed to have been approved.

(2) Before carrying out any fitting out works, Party B, or its contractor, undertakes that it shall at its own expense, before the commencement of the said decoration or renovation work, purchase Construction All Risks Insurance (including public liability insurance) for the Premises and the common areas in respect of all the risks that may be encountered during the fitting out period and such insurance coverage shall satisfy the insurance requirements set forth in Schedule 4 hereof. The clauses in such insurance policies must stipulate Party A as a co-insured party. Any approval by Party A or Party A’s agent or the Property Management Company of Party B’s floor plans, technical specifications, calculations or other matters shall not be construed as Party A’s implication, statement or evidence that Party B has complied with and abided by the requirements of the above laws and regulations.

(3) If at any time during the Lease Term, any government department shall make any request that the fit-out, fixtures and fittings, effected and/or installed by Party B at the Premises be altered (including but not limited to the fire safety facilities, construction materials, etc.), Party B shall at its own expense alter the Premises in accordance with the requirements of the appropriate government departments from time to time. If such alteration shall affect the other tenants or users of the neighbouring units, Party B shall be solely responsible for the reinstatement of any damage which has been caused to the neighbouring units and it shall be solely responsible for any costs so incurred which shall include but not be limited to any compensation to be paid to the tenants or users of the neighbouring units. At the same time, Party A shall not be in any way responsible for any liability arising therefrom and if the rights and interests of Party A shall be prejudiced, Party B shall compensate Party A for all direct losses so incurred.

7 Condition of the Premises at Yield Up

7.1 Re-instatement of the Premises

This Clause replaces Clause 7(3) of the Master Agreement:

(1) Party B shall, at least sixty (60) days prior to the expiration or early termination of this Agreement, liaise with the relevant department of Party A (including but not limited to the Property Management Company) in relation to matters regarding the yield up of the Premises.
(2) Party B shall not be required to reinstate the Premises in the following circumstances:

a. If this Agreement is terminated by Party A prior to the expiry of the Lease Term otherwise than if such termination is due to a breach of this Agreement by Party B.

b. If this Agreement is terminated by Party B prior to the expiry of the Lease Term in the event that Party B has continuously occupied the Premises for at least five years, otherwise than if such termination is due to a breach of the lease by Party B.

c. If this Agreement is terminated by Party B prior to the expiry of the Lease Term due to a breach of the lease by Party A.

d. In accordance with Clauses 9, 16.1(iv) and 16.3.

(3) Party B shall, if requested by Party A, be required to reinstate the Premises if this Agreement is terminated by Party A prior to the expiry of the Lease Term in accordance with this Agreement due to a breach of this Agreement by Party B.

(4) In the event that Party B is, pursuant to this Agreement, required to reinstate the Premises, Party B may, at its sole option, either (i) reinstate the Premises or (ii) make a cash payment to Party A to cover Party A’s reasonable reinstatement costs.

(5) For the purposes of this Clause 7, “reinstatement” refers to the removal or detachment of alterations to the Premises or any fixtures or fittings within the Premises (whether installed with or without Party A’s consent), Party A may at its sole discretion require Party B to reinstate, remove or detach all or any such alterations, fixtures, fittings or additions or any part thereof and to make repair and reinstate in a proper and workmanlike manner any damage to the Premises and Party A’s fixtures and fittings therein as a result thereof before yielding up the Premises to Party A.

Where Party A does not make the above request, Party B shall, upon expiration of this Agreement, remove all decoration, partitioning, design, alteration, installation and fittings, and shall, in accordance with this Agreement, yield up to Party A the Premises together with all fittings, installations, equipment and facilities reinstated to their original condition (normal wear and tear excepted) or such standard as acknowledged by Party A in writing and in a tenantable and good condition.

Party B shall repair or compensate for any damage to any equipment, facilities, fittings, installations or additions caused in the circumstances provided above by Party B to the Premises.

(6) Upon yield up of the Premises, both Party A and Party B shall jointly conduct an inspection and handover procedures and shall sign a handover form regarding the handover condition of the Premises. At the same time, Party B shall return the keys (if any) leading to the various parts of the Building and the Premises to Party A.

(7) If Party B fails to reinstate the Premises to Party A as required under this Clause 7.1, Party A shall be entitled to carry out on its own the appropriate repair or handling of the Premises and all reasonable and direct costs and expenses so incurred shall be borne by Party B. Party A shall have the right to recover the said costs and expenses as a debt due from Party B provided that Party A provides reasonable evidence justifying such costs and expenses.

(8) Unless otherwise agreed by Party A in writing, Party B shall not for any reason request Party A to purchase any decoration, facility or item installed by Party B upon the yield up of the Premises to Party A.

7.2 De-registration of the Premises

Within thirty (30) days of the expiration or early termination of this Agreement, Party B shall amend or de-register with the relevant department any procedures in which Party B used the Premises as its registered address, and shall provide the relevant evidence to Party A. Party A shall provide Party B with reasonable assistance, if requested, in this regard. If Party B fails to carry out the abovementioned obligation within the agreed time, Party B shall indemnify Party A for all the direct loss and damage arising therefrom, including but not limited to any liquidated damages, agency fees or legal fees which are payable by Party A due to its delay in handing over the Premises to the new tenant. Under such circumstances, Party A shall have the right under Clause 5.3 of this Agreement to refuse to return all the various Deposits to Party B until it has fulfilled such stipulations.
8 Assignment, Sharing, Sub-let and Exchange of the Premises

Subject to Clause 8.2, Party B shall not transfer, share, sub-let, surrender, assign or exchange the Premises or any part thereof or any right and interest in the Premises to any third party, whether by way of assignment, sharing, sub-let, surrender, transfer, exchange or other means to allow any organisation, corporation aggregate, company or person (other than employees and visitors) who is not a party to this Agreement to use or occupy the Premises or any part thereof, whether any rental or other consideration is given for such use or possession. In the event of any such assignment, sharing, sub-let, surrender, transfer or exchange of the Premises in violation of this Clause 8, Party A shall provide written notice to Party B and, if the circumstances are not remedied within 15 days of such notice being received by Party B, this Agreement shall immediately terminate and Party B shall forthwith yield up the Premises to Party A in accordance with Clause 7 of this Agreement and shall indemnify Party A against all direct loss and damage arising therefrom.

8.1 Deemed Assignment, Sharing and Sub-letting

For the avoidance of doubt, Party A and Party B hereby declare that this Agreement is entered into by Party B, an independent civil legal entity, and without prejudice to the validity of the above, the occurrence of the following acts and events without Party A’s written consent shall be deemed breaches of this Clause 8:

(1) Where Party B is an individual (including the sole remaining partner where Party B is a partnership), in the event of his/her death, insanity or other mental incapacity, and his/her executor, administrator, personal representative, next-of-kin or trustee uses, occupies, possesses or enjoys the Premises or any part thereof; and

(2) The giving by Party B of a power of attorney or similar authority whereby the donee of the Power obtains the right to use, possess, occupy or enjoy the Premises or any part thereof or does in fact use, possess, occupy or enjoy the same.

8.2 Assignment/Subletting by Party B

The subletting/assignment of whole or part of the Premises to a third party during the Lease Term and any renewal term shall be subject to Party A’s approval (such approval not to be unreasonably withheld or delayed).

Notwithstanding the above, Party B may assign its rights and obligations hereunder as per a transfer to an affiliated company, provided that it shall provide written notice regarding such assignment to Party A 30 days in advance together with relevant information on the assignee. In such circumstances:-

(1) Party B shall bear all fees relating to assignment of the Agreement or subletting.

(2) Only after the assignee has paid the rental deposit Party A will refund the Rental Deposit previously paid by Party B to Party B.

(3) Party B intends to assign its rights and obligations under the Agreement, it shall warrant that the assignee has accepted its rights and obligations hereunder, and that Party A’s interests hereunder will be entirely unaffected by such assignment on the part of Party B.

(4) If assignment of the Agreement involves recordal/filing of the lease or other relevant registrations, Party B shall handle or assist with handling the relevant procedures as requested by Party A.

(5) If Party B is unable to register its affiliate in a reasonable timely manner, or if the affiliate does not meet the requirements of this Article, Party A shall have the right to refuse Party B’s assignment application and to terminate this Agreement early.

9 Right of First Refusal

This Clause replaces Clause 6(3) of the Master Agreement:

At any time during the Lease Term, Party A shall have the right to sell the Premises without giving any notice to Party B. Where Party A shall mortgage the Premises, Party A shall have no obligation to inform Party B and where the parties to the mortgage shall reach any agreement in respect of the disposal of the Premises, the parties to the mortgage shall not be obliged to ascertain the intention of Party B to purchase the Premises. Party B hereby expressly waives its right to receive prior notice and
its right of first refusal to purchase the Premises arising under any law. Subject to the immediately following sub-paragraph below, during the Lease Term, the validity of this Agreement shall not be affected by any change in the ownership of the Premises and Party A shall procure the assignee of the Premises to confirm the rights of Party B under this Agreement. Party A shall handle the Rental Deposit paid by Party B in accordance with Clause 5.4 of this Agreement.

10 Insurance

In respect of insurance of the Premises during the Lease Term, Party A and Party B specifically agree as follows:

10.1 Fitting-out Period

Party B or its contractor shall at its own expense purchase insurance policies from an insurance company covering all the risks of the Premises throughout the fitting-out period. Under the “beneficiary” column of the insurance policy invoice, Party A shall be named as the co-beneficiary in such insurance policies. At the same time, such insurance policies shall satisfy the insurance requirements set forth in Schedule 4.

Party B undertakes to provide to Party A and/or the Property Management Company from time to time upon the request of Party A and/or the Property Management Company copies of the invoices of such insurance policies for their records and the receipts issued by the insurance company acknowledging full payment of the premium thereof and evidence of the validity of such insurance policies in all aspects.

10.2 During the Lease Term

Party B, based upon its customary practices throughout the world, shall self-insure during the Lease Term. Party B shall become liable to indemnify damages in respect of death of or bodily injury to third parties, or loss of or damage to property belonging to third parties in consequence of an accident occurring in direct connection with Party B engaging in its lawful operations within the Premises, in accordance with laws and regulations of the People’s Republic of China.

11 The Rights and Obligations of Party A

11.1 Placement of Advertisements

Party A has the right to construct and erect signs, posters and advertising signboards outside of the Premises on the roof, podium walls, podium platforms, etc. of the Building.

11.2 Reservation of Party A’s Rights

Where Party A requests or accepts from Party B a late fee, this does not affect and is without prejudice to the exercise by Party A of any other rights and remedies pursuant to this Agreement (including the right to re-enter the Premises)

11.3 Party A’s Acceptance of Rent Is No Waiver

The acceptance by Party A of Party B’s rent or other charges shall not be deemed waiver by Party A of its rights to claim against Party B for the liability arising from Party B’s breach of any stipulation which it should comply with and perform under this Agreement.

Understanding is not waiver. Party A’s understanding, forgiveness or oversight at any time of any delayed performance, breach, non-observance, non-performance by Party B of any obligation, responsibility, undertaking, agreement, stipulation, clause and term under this Agreement shall not be or be deemed by Party B to be Party A’s waiver of any rights to persistent or future delayed performance, breach, non-observance or non-performance and nothing shall hinder or affect Party A’s rights and remedies with regards to such persistent or future delayed performance, breach, non-observance or non performance. Any act or omission of Party A shall not be construed as or shall not imply waiver by Party A, unless Party A signs a written document to clearly relinquish.
Any of Party A’s consent shall be construed as consent to the specific matters related to such consent and shall not be deemed by either party as waiver of or immunity from any clause under this Agreement and, unless clearly stated, shall not be understood that future specific written consent from Party A is not required.

11.4 Prospective Tenants’ Inspection of the Premises

During the period of three (3) months prior to the expiration or early termination of the Lease Term and after prior notice to Party B, Party A, Party A’s agent and/or the Property Management Company has the right to bring any prospective tenants of the Premises or related persons to inspect the Premises at any reasonable time by prior agreement with Party B. Any persons so visiting the Premises may only do so if accompanied at all times by, and under the close supervision of, a representative of Party B.

11.5 Party A’s Right to Name

Party A reserves the right to name the Building. Party A may, after it has given written notice to Party B 30 days in advance, change the name of the Building and shall not compensate/indemnify Party B or any other person.

11.6 Party A’s alteration works

Party A or its agent reserves the right, at any time during the Lease Term, to amend, repair and temporarily close the common areas of the Building or part thereof including passages, doors, windows, electrical installations, electricity cables, water supply pipes, gas pipes, lifts, escalators, fire doors, security apparatus, air-conditioning apparatus, etc. as well as reserves the right to change the structure, layout and arrangement of the common areas in the Building. Party A shall not require the consent of Party B unless Party B’s operations or its purpose for leasing are affected, then Party A should inform Party B in advance by a written notice in a timely manner. Party A shall use all reasonable efforts to keep any resulting disruption to a minimum and to effect any necessary actions in this regard as promptly as possible.

11.7 Rules and Regulations

Party A and/or the Property Management Company reserves the right to make, introduce, amend, use or delete any management rules and regulations (including the Building rules and regulations) from time to time as is necessary to operate and maintain the Building as a first class multi-purpose complex.

11.8 Handover of the Premises

Party A has the responsibility to handover the Premises to Party B within the agreed time limit (including the grace period) under this Agreement.

11.9 Party A’s Assistance

If Party A’s assistance is required to provide various information when Party B applies for approval which is necessary for registration, business operations and decorations and which may be required for planning, environmental protection, telecommunications, fire safety, hygiene and other national regulations, Party A shall provide the necessary information in a timely manner. All direct costs incurred from Party B’s reporting and approval shall be solely borne by Party B.

If Party B wishes to carry out celebratory activities or gatherings, after the prior written consent of Party A has been obtained (such consent not to be unreasonably withheld or delayed), Party A shall use its reasonable endeavours to procure the Property Management Company to assist Party B’s arrangements. However, Party B shall pay the relevant costs and bear liability in accordance with the stipulations under Clause 12.21 of this Agreement.

11.10 Signboards

Party A has the right to display Party B’s name on the designated signboards in the uniform text and font specified by Party A. Party A shall provided appropriate signage for Party B to be displayed on the floor where the Premises are located.

11.11 Maintenance of Common Areas
Party A shall use its reasonable endeavours to procure the Property Management Company:

(1) To maintain, keep lit, clean, operate and service the common areas of the Building;
(2) to keep the common areas, toilets and other parts that may be used in common of the Building in clean and good condition; and
(3) to maintain the lifts, escalators, fire and security services, equipments, air-conditioning facilities and other facilities in good workable condition.

11.12 Purchase of Insurance

Party A shall purchase insurance that is legally required of building owners under PRC law and maintain the validity of such insurance.

11.13 Compliance with Laws

This Clause replaces Clause 9 of the Master Agreement regarding Party A’s liabilities.

Party A shall comply with the PRC laws and regulations relevant to this Agreement. If there is breach and within a reasonable time after warning there has been no performance, Party A shall bear all the liability it has caused.

11.14 Payment of Taxes

Party A is responsible for paying all the taxes which are payable by the owner of the Premises under PRC laws and regulations that are relevant to the Premises and the leasing thereof pursuant to this Agreement.

12 Party B’s Rights and Obligations

12.1 Quiet Enjoyment

Provided that Party B duly pays rent, Management Fees and Other Charges in accordance with this Agreement and observes and performs its obligations as stipulated in this Agreement, Party B shall have quiet enjoyment of the Premises during the Lease Term free from any unlawful interruption by Party A or its agents.

12.2 Property Management Contract

The Property Management Company (which is currently [·]) will jointly manage the Premises and the Building in which the Premises is situated. Party B has understood and, upon signature of this Agreement, accepts the Property Management Services Agreement for Guangzhou International Finance Center ("Property Management Contract"). Within 14 working days after Party B signs this Agreement and signs the Property Management Contract with the Property Management Company prior to the use of the Premises, it shall pay directly to the Property Management Company the first month’s Management Fees, Management Fees Deposit, water and electricity working funds, etc. (For more detail on the management standards and areas of service, refer to the Property Management Contract).

12.3 Directory Boards and Signs

(1) Party B shall provide to Party A the manufacturing proposals for directory boards, which Party A shall uniformly manufacture and place after Party A’s consent has been obtained. All the costs thereby incurred shall be borne by Party B.

(2) Party B shall manufacture its own signs at its own expense in accordance with the Buildings Regulations and Rules (refer to Clause 12.5 of this Agreement for the definition) and in the form and installed at the specified place in accordance with regulations.

12.4 Compliance with Laws
This Clause replaces Clause 9 of the Master Agreement regarding Party B’s liabilities:

Party B shall comply with all applicable laws, regulations and rules of the PRC and all orders, rules and requirements of the relevant Chinese government authorities in relation to the leasing of the Premises under this Agreement. If any act or omission of Party B contravenes any such relevant laws, regulations and/or rules that cause any losses of Party A, then it shall be wholly responsible for compensation to Party A.

12.5 **Compliance with Regulations and Rules**

Party B shall strictly comply with all of the management rules and regulations of the Building which include but are not limited to the Property Management Contract, Property Handover Guidelines, the Fitting Out Handbook and the Tenants’ Handbook and all the regulations and rules in relation to the management, use and repair of the Building as amended and made from time to time and as are applicable to all tenants of the Building (collectively referred to as the “Building Regulations and Rules”). Such Building Regulations and Rules shall become effective upon announcement or written notice by Party A or the Property Management Company specified to Party B. Party B confirms that prior to the signing of this Agreement, Party B has received the Property Handover Guidelines, Fitting Out Handbook and the Tenants’ Handbook and agrees to its contents. If there is any material difference between the terms of this Lease Agreement and the Building Regulations and Rules then the terms of this Agreement shall prevail.

12.6 **Licences, Approvals and Permits**

Party B shall obtain all necessary licences, approvals and permits required by laws and regulations (if any) from the relevant government authorities prior to the commencement or operation of its business in the Premises. Party B shall ensure that such licences, approvals and permits (if any) are completely valid throughout the Lease Term and comply with all requirements in relation to such licences, approvals and permits (if any) in all respects.

Party B shall arrange for the recordal/filing of the lease of the Premises together with Party A in timely manner in accordance with the relevant requirements of the Guangzhou Municipality on House Tenancy Administration. All legal consequences shall be borne by Party B if it fails to make such arrangements.

12.7 **Lawful Use and Operations**

Party B’s use of the Premises is limited to only the agreed user set out in Part IV of Schedule 1. Party B shall not use the Premises for any illegal, unlawful or immoral purposes or engage in any activity which adversely affects the goodwill and reputation of Party A or the Building. If Party B breaches the stipulations under this Clause, Party B shall be responsible for all liabilities and consequences caused by its improper operations and/or unlicensed operations and shall indemnify Party A for any loss, damage or liability arising therefrom.

12.8 **Interference with Management, Repairs, Installations or Related Works**

Party B shall not interfere in any way with the management, repair, installation or any related works carried out by Party A or persons designated by Party A in respect of the Building. Party B shall permit Party A or its agents (whether accompanied by workmen or not) and all other personnel authorised by Party A (whether with or without tools), to enter the Premises at reasonable hours upon reasonable prior agreed notice to carry out any repair works or necessary for environmental protection, security or fire safety purposes and to carry out all additional and removal works in relation to the Building provided that any such visitors are accompanied by, and are under the close supervision of, representatives of Party B at all times, including in the event of emergency situations. Party B shall cooperate fully in respect of any such emergency access (including by ensuring that, upon notification of such an emergency, it will dispatch a representative to accompany Party A as promptly as possible).

12.9 **Alteration and Additional Works, etc**

Without Party A’s prior written consent, Party B cannot on its own alter, remove and damage the architectural structure of the property and the equipment and facilities provided by Party A or the Property Management Company as follows:-
(1) Party B shall not carry out or allow to be carried out any alteration or additional works (whether structural or not) in relation to the Premises or any part thereof, whether on the interior or exterior of the Premises, any fixtures or facilities, to electrical wiring or electrical/mechanical installations, fire safety facilities, air-conditioning systems, pipes and drainage systems of the Premises or to the Building’s service system or any abovementioned facility, or demolish, alter or remove any doors, window, partitioning wall, equipment or part thereof, without Party A’s prior written consent.

(2) Party B shall not alter or in any way change the appearance of the standard entrance used for entering and leaving the Premises, without Party A’s prior written consent.

(3) Party B shall not separately install or change locks, bolts or add any other installations to the fire exits and the entrance of the Premises, or alter or move in anyway such exits and entrances, without Party A’s prior written consent.

(4) Party B shall not in anyway install, establish, fix or allow to be installed, established or fixed any appliances, machinery, mechanical equipment, facilities, air-conditioning or heating systems within the Premises and/or any part thereof, without Party A’s prior written consent.

12.10 Damage to Structure and Fixtures etc.
Party B shall not cause damage or breakage to any structural part, fixture, canopy, decoration or installation, including central air-conditioning facilities, postal routes, waste tanks, lobbies, corridors, drainage walls, walls, glass curtain walls, partitioning walls, roofs, giant steel and concrete cable-stayed grids, etc. on the internal or external of the Premises (fair wear and tear excepted). Otherwise, Party B shall pay to Party A all reasonable direct costs and expenses incurred in relation to the repair or reinstatement of such damage or cleaning upon production of related written evidence of such costs and expenses.

12.11 Damage to Common Areas or Its Facilities
Party B shall not place at, fix, install on, supplement or attach to the common areas of the Building or within or on top of any part thereof, any electrical wiring, cables, or any other items or things and shall not damage, break or injure any structural parts, walls, roofs or any stairs, lifts and elevators in the common areas of the Building or other facilities of the Building. If caused due to the error or fault of Party B and/or the Personnel (refer to Clause 12.27 of this Agreement for the definition) Party B shall pay to Party A all reasonable costs and expenses incurred from the repair of any damage, breakage or injury to the common areas of the Building, any part thereof, or the abovementioned items or things caused by reason of Party B and/or the Personnel.

12.12 Structural Loading
Party B shall not install in the Premises, any item or instrument the weight of which exceeds 250 kilograms per square metre. If Party B requires the installation or placement within the Premises of any overloading item which exceeds such structural loading, it should obtain the prior written consent of Party A or its agent as well as take measures to fortify the structure of the Premises such that the overloading item may be installed or placed.

12.13 Increase of Facility Capacities
Party B shall not alter, remove or increase the capacity of any electricity and water installation or central air-conditioning within the Premises without the prior written approval of Party A or its agent.

12.14 Public Facilities and Landscaping
Party B shall not damage, destroy or deface any part of the Building or the decorative appearance of the common areas, staircases, lifts, escalators of the Building including any trees, plants and shrubs located at such places.

12.15 Keeping Clear of Public Passages
(1) Party B shall not obstruct any exits, staircases, platforms, passages, escalators, lifts, lobbies or other common areas within the Building and/or around the Premises or leave any boxes, paper boxes, litter or other obstacles of any type or nature, or lay, install, erect or add any electrical wiring or electricity cables or other items or articles.

(2) Party A or its agent has the right to, without notification to Party B, clean and handle in a manner that Party A or its agent considers appropriate any boxes, paper boxes, litter or other obstacles of any type or nature left or unhandled in the surroundings and/or the common areas of the Building and/or the Premises. Party A or its agent shall not bear any liability to Party B or any other person therefor. Party B shall pay to Party A or its agent all costs and expenses incurred by Party A or its agent in enforcing this provision.

12.16 Communal Parts and Facilities

Party B shall not interfere with the enjoyment of communal parts and public facilities and equipment by other tenants and users of the Building.

12.17 Blockage of Water Pipes

Party B shall immediately pay to Party A or its agent, upon the demand of Party A or its agent, all reasonable expenses arising from the cleaning or removal of any breakage of, blockage of and damage to the water pipes, sewers, and pipelines caused by Party B’s improper or negligent use. Party A shall provide Party B with full details of such blockage and related expenses for cleaning/repair.

12.18 Security Systems

Party B shall ensure that its own security systems within the Premises and at its entrance is at all times effective and operating properly. If the system is connected to the security system of the Building provided and operated by Party A, Party B should ensure that its security system does not conflict with the security system of Party A.

12.19 Explosives and Dangerous Goods

Party B shall not at any time keep or store within the Building or the Premises any weapon, ammunition, gunpowder, saltpetre, kerosene, or any other explosive or combustible article, or dangerous goods, flammable, explosive, poisonous or strong corrosive substance or compressed gas and liquid gas etc.

12.20 Manufacturing and Storage

Party B shall not use the Premises for the manufacture of goods or commodities or as a warehouse, except for storage in small quantities required for and consistent with Party B’s business operations.

12.21 Celebrations

Party B shall carry out celebration activities or gatherings in any part of the Building other than in the Premises with the prior written consent of Party A. Party B shall bear all the liabilities and any reasonable costs arising therefrom, including but not limited to the rental costs of the site, the costs of additional electricity connection and labour charges, electricity charges, air-conditioning charges, the costs of deploying security personnel and staff.

12.22 Fire Safety

Party B shall not do or permit to be done any acts or things which may cause the risk of fire to the Building or which breach the stipulations under the fire safety laws and regulations.

12.23 Burning of Incense and Candles and Setting up of Items Which Could Cause Obstruction

Party B or the Personnel as set out pursuant to Clause 12.27 shall not burn incense or candles in the Premises or any part of the Building and shall not set up, lay, place and/or hang religious statues, designs, layouts and displays outside the Premises or at any part of the Building that constitute a nuisance to Party A or other tenants.
12.24 No Set-off

During the Lease Term, Party B shall not for any reason set off any sum against the rent, Rental Deposits and Other Charges which are payable by Party B to Party A.

12.25 No Use of Premises by Authorised Representative

During the Lease Term, Party B shall not appoint any representative such that the representative obtains the right to use or occupy the Premises or any part thereof. Such restriction shall not apply to the cleaning, maintenance, etc of the Premises by any contractor appointed by Party B.

12.26 Change of Name

If Party B shall require to change its name, it should give written notice and relevant documentary evidence to Party A within one month prior to the change of name. If requested by Party A, both Parties shall sign a supplemental agreement regarding the change of name as a supplement to this Agreement.

12.27 The Personnel

Party B shall make best endeavours to ensure that its partners, assignees, successors, licensees, visitors, invitees, employees, labourers, agents, construction contractors, contractors and their employees and labourers (collectively referred to as the “Personnel”) comply with and perform all the relevant terms that Party B should comply with and perform under this Agreement. If any act, negligence, error or omission of the Personnel breaches this Agreement which causes loss to Party A and/or any other third party, which is the fault or negligence of Party B then Party B shall bear the compensation and legal liability arising therefrom.

12.28 Posting

Party B shall not paint, spray, use or adhere anything or item on the common areas or public facilities and equipment of the Building, or the Premises, windows, glass or the interior or exterior of walls with Party A’s prior written consent save that Party B may fix items on the interior walls (without damaging the fire wall) of the Premises in accordance with its reasonable usage of the Premises as an office premises.

12.29 Use of Building Name

Other than for indicating the address and place of business on its stationary, emails, name cards and so forth, if Party B uses for any purpose the name and the logo of the Building or the Premises or the image, statement and representation of such name and logo, the prior written consent of Party A must be obtained.

12.30 Odours

Party B shall not produce in, diffuse from or leak from the Premises or allow to be produced in, diffused from or leaked from the Premises any gas or odour which Party A considers offensive, unusual, poisonous or harmful.

12.31 Nuisance

Party B shall not do any act in the Premises which may unreasonably disturb Party A, other tenants and users of other premises or owners, tenants or users of any neighbouring buildings. If Party B remains in breach of this Clause after two written warnings have been served by Party A or its agent, Party A is entitled to treat Party B as having breached this Agreement, and without prejudice to any other rights or remedies of Party A, Party A may have rights to unilaterally terminate this Agreement and re-enter the Premises.

12.32 Change of Party B

If Party B is a company, then the occurrence of any receivership, acquisition, restructuring, merger, amalgamation, voluntary liquidation or change in the entire or majority of the ownership of voting shares or the person who controls the company in any other way, Party B shall timely inform Party A of the relevant change by written notice.
12.32 **Cleaning**

Party B shall be solely responsible for the day-to-day cleaning of the Premises and may appoint its own cleaning contractors for such purposes.

12.33 **Unrestricted Access**

Party B shall have access to the Premises at all times, 24 hours per day, 7 days per week regardless of local public holidays. In cases of access during non-business hours, Party B shall inform the Property Management Company, upon arrival at the building.

13 **Party A’s Indemnities**

13.1 **Indemnities to Party B**

If Party B or its Personnel suffers personal injury or damage or loss of property in the Premises or the Building which is caused by reason of Party A’s fault or intentional non-compliance of its responsibilities under this Agreement, Party A agrees to indemnify Party B against the direct losses sustained by it as a result thereof.

13.2 **Party A’s Breach of Contract**

If loss is caused to Party B by reason of Party A failing to inform Party B prior to the signing of this Agreement that the Premises have been mortgaged or the alienation rights have been restricted, then Party A shall be responsible for compensation.

13.3 **Operating without a Licence**

Where the joint liability of Party B arises by reason of Party A operating without a licence, Party A shall be wholly liable for any loss, damage or reputational damage suffered by Party B as a result of its act or omission.

14 **Party B’s Indemnities**

14.1 **Indemnities to Party A**

Party B shall indemnify Party A for all reasonable direct liability, claims, demands, actions, legal proceedings, damages, compensation, loss, costs and expenses directly or indirectly caused by or incidental to Party B’s use or occupation of the Premises, alteration, addition or repair works within the Premises, failure to comply with any of its obligations under this Agreement, or any act, fault, negligence or omission of Party B or the Personnel.

14.2 **Indemnity for Damage**

Party B shall, in accordance with applicable laws and regulations, be liable for any personal injury or death of a third party or loss, damage or injury caused to property directly or indirectly due to the malfunctioning or damage of the Premises or any part thereof, fixtures and facilities or the decoration in the Premises caused by factors including, without limitation, (i) spread of fire, smoke or leakage of water, (ii) malfunction of any electrical device, or appliance or of any electrical wiring; (iii) blockage, damage or malfunction of any pipeline or toilet that is not attributable to Party A, and which occurs during the Lease Term.

14.3 **Indemnity for Damage to the Building**

Party B shall indemnify and be wholly liable for any direct or indirect damage to the Building (including but not limited to the common areas) or its facilities and equipment, or for any personal injury or loss or damage to property caused to Party A and/or the Property Management Company and/or any other persons for reasons attributable to Party B and the Personnel.

14.3 **Operating without a Licence**

Where the joint liability of Party A arises by reason of Party B operating without a licence, Party B shall be wholly liable for any loss, damage or reputational damage suffered by Party A as a result of its act or omission.
15 Exclusion of Liabilities

Unless caused by Party A’s fault, Party A shall not be liable for the safety of persons or property in the Premises or be liable for any part of the Building due to a temporary outage of utilities or a temporary suspension of the supply of water or power, etc. to the Premises necessary to carry out maintenance or alterations. If a natural disaster, toxic gas, war, act of government or other force majeure event causes the Premises to be damaged or causes loss to Party B or the Personnel, neither Party shall bear liability.

Party B shall not in the abovementioned circumstances demand the early termination of this Agreement or demand the waiver or reduction of the rent, Management Fees, overtime air-conditioning charges(if any), utility charges, Other Charges or any part thereof.

16 Conditions for Termination of this Agreement

16.1 Force Majeure (including Severe Damage to the Premises)

This Clause replaces Clause 10 of the Master Agreement.

(i) For the purposes of this Clause 16.1, “Force Majeure” means circumstances which are not foreseeable, avoidable and conquerable by one Party, causing such Party being incapable of performing its obligations under this Agreement, including but not limited to fire, flood, earthquake, storm, tsunami and other natural disasters, war, embargo, strike, riot and other, governmental actions and so forth. For the avoidance of doubt, “Force Majeure” shall include circumstances where the Premises or any main parts thereof are destroyed or damaged or become unfit for use or occupation owing to fire, flooding, storms, wind, typhoon, termites, earthquake, subsidence of the ground or any calamity beyond the control of either Party.

(ii) If either Party is affected by Force Majeure it shall promptly notify the other Party in writing of the nature and extent of the circumstances in question and shall provide reasonable evidence thereof.

(iii) Notwithstanding any other provisions of this Agreement, no Party shall be deemed to be in breach of this Agreement, for delay in performance or other non-performance of any of its obligations under this Agreement, to the extent that the delay or non performance is due to Force Majeure of which it has notified the other Parties and the time for performance of that obligation (if applicable) shall be extended accordingly.

(iv) In the event that such event of Force Majeure continues for 90 days, either Party may terminate this Agreement by written notice to the other Party without liability to the other Party for such termination provided it has taken all reasonable and lawful steps to mitigate the impact of the Force Majeure.

(v) Such termination under Clause 16.1(iv) above shall be without prejudice to the rights of either Party against the other in respect of any claim or breach of the terms of this Agreement occurring before such termination of this Agreement and without prejudice to the rights of Party A to claim against Party B any rent, Management Fees and Other Charges in respect of the Premises before the commencement of the Force Majeure.

(vi) In the event of termination under Clause 16.1(iv), neither Party shall have any obligation to reinstate the Premises.

(vii) Notwithstanding the above, in the event that the Premises are destroyed or damaged in whole or in part or become unfit for occupation due to Force Majeure, and until such time as either (a) such destruction or damage is remedied or the Premises become once again fit for occupation or (b) this Agreement is terminated pursuant to Clause 16.1(iv) above, the Parties shall negotiate in good faith a fair adjustment to the rent to reflect the same.

16.2 Conditions for Termination

Party A and Party B agree that this Agreement shall terminate upon the occurrence of any of the following events during the Lease Term, and neither Party shall be liable to the other Party:

(1) early lawful revocation of the land use right of the land where the Premises are situated;
(2) lawful enlistment of the Premises for public policy reasons;
(3) inclusion of the Premises into a permitted area for housing removal and redevelopment for the purpose of urban planning in accordance with the law; or
(4) damage or destruction of the Premises (in accordance with Clause 16.1), or where the Premises is identified as dangerous building (unless due to the actions of Party A).

17 Party A’s Right of Early Termination of this Agreement

This Clause replaces Clause 6(4) of the Master Agreement:

Without prejudice to other rights of Party A conferred by any laws, regulations or the terms of this Agreement, Party A shall be entitled to early termination of this Agreement and to lawfully recover possession of the Premises or any part thereof at any time after the occurrence of any of the following events:

(1) Party B withholds or delays payment of any rent, management fees, the property Management Fees, water or electricity charges, Other Charges and late fees (if any) or any part thereof of for over 45 days;

(2) Party B alters the purpose of the Premises without Party A’s written consent;

(3) Party B assigns the lease on or subleases the Premises, or lends the Premises to another for use in violation of this Agreement;

(4) Party B suspends or terminates, or threatens to suspend or terminate its business, or Party B becomes bankrupt or enters into compulsory or voluntary liquidation, upon appointment of a receiver or appointment of a receiver and administrator in respect of all or any part of Party B’s assets or business, or upon Party B’s application for liquidation, or Party B is closed for investigation by a relevant government authority or Party B’s business license is cancelled;

(5) by reason of Party B or its goods and property being the subject of a debt dispute which causes the Premises to be seized or enforced;

(6) Party B or its Personnel carries out within the Premises or use the Premises to carry out illegal criminal activities, or use the Premises to privately store prohibited, flammable or explosive goods or other hazardous chemicals;

(7) Party B alters, demolishes or damages the architectural structure or fixtures of the Building or the Premises without authorization, or Party B materially breaches the Building's management procedures thereby affecting the safe use of the Building or the Premises, or Party B materially harms the lawful operating rights and interests of other tenants; or

(8) Party B has materially breached the provisions of this Agreement and refuses to effect rectification as requested by Party A within forty-five (45) days of such request.

18 Party B's Right of Early Termination of this Agreement

Both Parties A and B agree that in the event of any of the following, Party B has the right to early termination of this Agreement at any time after the occurrence of any of the following events:

(1) Party A does not handover the Premises on time and fails to do handover within thirty (30) days after Party B’s demand;

(2) Party A hands over the Premises which has a severe defect which renders the purpose for leasing impossible to achieve and fails to take reasonable measures and time to carry out repair of such defect within thirty (30) days after Party B’s written notice;

(3) Party A has materially breached the provisions of this Agreement and refuses to effect rectification as requested by Party B within forty-five (45) days of such request;

(4) Party A transfers or sells the Premises to a third party under the circumstances set out in Clause 9.

19 Dealing with Breach of Party A’s Obligations

If the Premises are damaged by reason of Party A which fails to take measures to repair such damage within a reasonable time after Party B’s written notice, Party B may repair on its behalf and the reasonable costs shall be borne by Party A.
20  Dealing with Breach of Party B’s Obligations

20.1 Suspension of Water and Electricity

If after the expiration or early termination of this Agreement, Party B fails to vacate the Premises on time and without prejudice to the other rights of Party A under this Agreement (including the abovementioned rights to repossess the Premises and early termination of this Agreement), Party A has the right to suspend water and electricity supply to the Premises. However, all consequences arising and direct expenses incurred therefrom may be deducted from Party B’s Deposits.

20.2 Disposal of Property Left behind by Party B

If upon the expiration or early termination of this Agreement Party B fails to return the Premises to Party A in accordance with the stipulations under this Agreement, then both Parties A and B agree:

(1) Any property, ornament, furniture, decoration, good, material, equipment or other item left behind by Party B in the Premises shall in any case be deemed to have been abandoned by Party B and Party A shall be entitled at its discretion to dispose of, destroy or handle in any other way which Party A considers appropriate the abovementioned items and shall not bear liability towards Party B. Party B and/or any third party shall not raise any objections or demand compensation from Party A.

(2) Party A may apply to a notary public to carry out a notarisation of a property inventory of any property, ornament, furniture, decoration, good, material, equipment or other item left behind in the Premises and on its own or appoint a third party to remove or store after notarisation. Party B shall bear all the costs and liability of destroy, damage and loss incurred from the disposal of abovementioned items.

Party A shall have the right to adopt any means it deems appropriate to enter the Premises to dispose of items in the Premises in accordance with the two methods specified above. At the same time, Party A shall be entitled to claim from Party B all reasonable expenses incurred from clearing and handling of the abovementioned items. If Party B vacates and moves out of the Premises during the performance of this Agreement without prior explanation to Party A, then Party A shall be entitled to treat Party B as having moved out of the Premises. Party A may enter Party B’s Premises and exercise its rights under this Clause five (5) days after the day Party B moved out of the Premises.

20.3 Party B’s Liability for Compensation

(1) If Party B fails to return to Party A the Premises at the stipulated time under Clause 7.1(1) of this Agreement, then Party B shall indemnify Party A against all direct loss thereby caused, including but not limited to liquidated damages, etc. which Party A is liable for as a result of the late handover of the Premises to a new tenant. Further, Party B shall pay to Party A for each day from the date of late return of the Premises daily rent based upon the daily rent for the last month prior to the termination of this Agreement as charges for occupation and use. If such situation continues for more than sixty (60) days, Party B shall, from the 61st day onwards, pay to Party A twice the daily rent referred to above for each further day of such occupation and use. The payment of such indemnity shall not constitute or be deemed as Party A’s consent or implied consent to the renewal of the Lease Term.

(2) Unless otherwise stipulated herein, if Party B terminates this Agreement early without prior written confirmation from Party A (including vacating the Premises without authorization), or if Party A terminates this Agreement under any of the circumstances set out in Article 17 of this Agreement, Party A shall have the right to confiscate the Deposits paid by Party B, and Party B shall return the Premises to Party A by the deadline specified by Party A. Party B shall also pay Party A all amounts payable for the period during which it actually used the Premises. If the actual losses sustained by Party A as a result thereof exceed the amount of the Deposits paid by Party B, Party A may pursue Party B for the shortfall.

21 Representations and Warranties

21.1 Representations and Warranties of Party A

Party A represents and warrants the following:

(1) it is a corporate legal entity legally established pursuant to PRC laws and validly existing, and has the lawful right to sign and perform this Agreement;
it is the owner of the Premises, save that the Premises have been mortgaged prior to the signing of this Agreement;

its representative has obtained all the necessary authority for the signing of this Agreement;

this Agreement is valid and creates legally binding obligations on it, which may be enforced against it;

the signing of this Agreement and performance of its obligations under this Agreement do not contravene any of its memorandum and articles of association, business licence, or laws and regulations, rules, authorisations, permits or sanctions of any government authorities or departments, or constitute a interference, breach or non-performance of any agreement relating to or binding on Party B or any provision thereof;

upon signing of this Agreement, there is no existing pending litigation, arbitration, order, legal or administrative or other proceeding, or government investigation which targets at, relates to the subject of, or may in any aspect affect the signing or performance by Party A of this Agreement, and to its knowledge none of the abovementioned proceedings is threatened; and

unless otherwise stipulated in this Agreement, Party A shall not do any act which will interfere or affect Party B’s normal use of the Premises or impede Party B’s quiet enjoyment of the Premises.

21.2 Representations and Warranties of Party B

Party B represents and warrants in this Agreement that, during the Lease Term:

(1) it is duly incorporated and validly existing pursuant to the laws of its respective place of establishment or incorporation and is fully qualified;

(2) it has all powers, authorisations and approval necessary for the signing of this Agreement and those necessary for the due performance of each and every one of its obligations under this Agreement;

(3) its authorised signatory signing on this Agreement is duly authorised by an effective authorisation document to sign this Agreement and to bind Party B to obligations under this Agreement;

(4) this Agreement constitutes legal, effective and binding obligations upon it from the effective date of this Agreement;

(5) at the time of signing this Agreement, the Property Management Company, specified by Party A, has provided to Party B the Property Management Contract and all its related documents and information and Party B clearly understands all its contents and accepts the fees and rules.

(6) the signing of this Agreement and performance of its obligations under this Agreement do not contravene any of its memorandum and articles of association, business licence, or laws and regulations, rules, authorisations, permits or sanctions of any government authorities or departments, or constitute a interference, breach or non-performance of any agreement relating to or binding on Party B or any provision thereof;

(7) there is no existing pending litigation, arbitration, order, legal or administrative or other proceeding, or government investigation which targets at, relates to the subject of, or may in any aspect affect the signing or performance by Party B of this Agreement, and to its knowledge none of the abovementioned proceedings is threatened.

22 Taxes

Both Parties A and B shall each bear the taxes relevant to this Agreement pursuant to the stipulations under the law.

23 Entire Agreement

This Agreement sets out in full the entire agreement between Party A and Party B and shall supersede all prior oral or written agreements in relation to the subject matter of this Agreement. Party A and Party B hereby acknowledge that they have paid special attention to all the provisions under this Agreement including but not limited to all the provisions excluding or limiting liabilities of Party A or Party B or both Parties. Party A and Party B hereby acknowledge the contents of this Clause through signing this Agreement.
24 Special Terms

The content sets forth in Schedule 3 (if any) of this Agreement serves to supplement and amend the relevant provisions of this Agreement.

25 Severability

All the clauses of this Agreement shall comply with the applicable laws and regulations of the PRC and shall be independently interpreted with reference to such regulations. Such clauses are severable and independent from each other and as such, any clause which is invalid or becomes invalid, illegal or unenforceable shall be severed from this Agreement. Such severed clause shall not affect the validity, legality or enforceability of any other clause.

26 Applicable Law and Jurisdiction

The laws of the People’s Republic of China shall apply to the entering into, interpretation and performance of this Agreement and the resolution of any dispute in relation to this Agreement. This Agreement submits to the jurisdiction of the People’s Republic of China.

27 Dispute Resolution and Performance

This Clause replaces Clause 12 of the Master Agreement:

27.1 Dispute Resolution

All disputes, disagreements, conflicts or claims arising from this Agreement (“Disputes”) shall be resolved by Party A and Party B through amicable negotiation. If such Disputes cannot be resolved through negotiation within a period of 30 days, either Party may commence proceedings for arbitration to the Guangzhou Arbitration Commission. The arbitration award so obtained shall be final and binding on the Parties.

27.2 Continuing Performance

During the period in which a dispute arises in relation to any provision of this Agreement or disputes are being resolved, except for the matter in dispute, Party A and Party B shall continue to perform all other provisions of this Agreement.

28 Confidentiality

Each Party shall, and shall procure that its agents, managerial staff, employees, contractors, lawyers or other professional consultants shall, keep confidential all provisions, rules and stipulations together with the processes of discussion, formulation and execution in relation to this Agreement save to the extent that disclosure is required for the due performance of this Agreement or is required by law.

29 Notices

29.1 Each notice, demand, statement, request and other communications (collectively, “Notices”) given or made under this Agreement shall be delivered to the relevant Party at its correspondence address, telephone number, fax number and contact persons set out on Schedule 2.

29.2 Any party may at any time change the correspondence addresses, fax number, contact persons or other information for Notices to the relevant Party specified in Schedule 2 hereto by giving a Notice in writing.

29.3 All Notices delivered to Party B by mail in accordance with the correspondence address set out on Schedule 2 or informed by Party B in writing subsequently shall be deemed to have been received upon evidence of delivery. If any Notices are returned due to the correspondence address is changed and Party B fails to inform Party A in writing in time, such Notices shall be deemed to have been received on the date they are returned and Party B shall be responsible for the relevant consequences.

29.4 All Notices delivered to Party A by registered mail in accordance with the correspondence address set out on Schedule 3 or informed by Party A in writing subsequently shall be deemed to have been received upon delivery. If any Notices are returned due to the correspondence address being changed and
Party A fails to inform Party B in writing in time, such Notices shall be deemed to have been received on the date they are returned and Party A shall be responsible for the relevant consequences.

30   Table of Contents, Titles or Index

Table of contents, titles or index in this Agreement are for reference and guidance only and do not form part of this Agreement. The contents of this Agreement should not be interpreted by reference to, affected or restricted by the table of contents, titles or index.

31   Amendments, Supplements, Deletion or Changes to this Agreement

Any amendment, supplement, deletion or change to this Agreement shall be in writing and is effective after being signed and sealed with the common seal of each Party.

32   Drafting and Execution in Chinese

This Agreement is drafted and executed in Chinese. If there is an English translation of this Agreement, such English version shall be for reference purposes only. Party A does not warrant that contents, and meaning and expression of English expressions of the English translation are entirely consistent with the Chinese version. If there are any inconsistencies between the Chinese and the English versions, the Chinese version shall prevail.

33   Counterparts and Legal Effect

This Clause replaces Clause 11 of the Master Agreement:

This Agreement is executed in 7 copies. Party A shall keep 4 copies, Party B shall keep 2 copies, and one copy shall be delivered to the Street (Town) Leasing Management Services Centre for filing. Each copy shall have the same legal effect.

34   Entry Into Effect of the Agreement

This clause replaces Article 13 of the Master Agreement.

This Agreement shall enter into effect after it has been signed and chopped by both Parties.

35   Schedules and Attachments

This Agreement includes the following Schedule and Attachments:

Schedule 1: Details of the Premises
Schedule 2: The Details of Party A and Party B
Schedule 3: Special Terms
Schedule 4: Insurance Requirements
Schedule 5: Premises Handover Confirmation
Attachment 1: Plan of the Premises
Attachment 2: Standards for Delivery of the Premises and List of Equipment and Facilities
Attachment 3: The real-estate Certificate of the Premises

In the event of any inconsistency between the terms of a Schedule and/or Attachment on one hand, and the body of this Agreement on the other hand, the terms of the Schedule and/or Attachment shall prevail.
Schedule 1
Details of the Premises

Part I

Handover Date /Date of the Commencement of the Lease Term: [·]. The final date shall be determined by the handover notice of the Premises issued by Party A to Party B.

Lease Term: The Fixed Lease Term under this Agreement shall be from [·] to [·].

This Agreement shall also include automatic First Rights of Renewal as detailed in Schedule 3, Clause 2.

Part II

Rent: RMB[·] per square metre per month for the first three years of the Lease Term.
RMB[·] per square metre per month for the fourth and fifth year of the Lease Term.

The rent shall be based upon the Gross Lettable Area as set out in Part III below.

See table below for details of actual rental amounts payable:

<table>
<thead>
<tr>
<th></th>
<th>Lease Term</th>
<th>22. Monthly Rent (Currency: RMB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>23.</td>
<td>In figures</td>
<td>24. In words</td>
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<td>25.</td>
<td>From [·] to [·]</td>
<td>26. RMB [·]</td>
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<td>27.</td>
<td>RMB [·] Only</td>
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<td>29.</td>
<td>From [·] to [·]</td>
<td>30. RMB [·] Only</td>
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<td>31.</td>
<td>From [·] to [·]</td>
<td>32. RMB [·]</td>
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<td>RMB [·] Only</td>
<td>34. RMB [·]</td>
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<tr>
<td>35.</td>
<td>From [·] to [·]</td>
<td>36. RMB [·] Only</td>
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</table>

Part III

Management Fees: The monthly Management Fees of the Premises are RMB[·] per square meter.

Gross Lettable Area: [·] square meters

Part IV

Purpose: The Premises shall only be used by Party B as an office.

During the Lease Term, Party B shall maintain in force any required approvals/registrations required for such purpose.

Part V

Rental Deposit: The Rental Deposit is RMB[·] (being equal to two months’ rent (based upon the monthly rent for the fourth and fifth years of the Lease Term)).
## Schedule 2

### The Details of Party A and Party B

<table>
<thead>
<tr>
<th>Party</th>
<th>Registration</th>
<th>Correspondence</th>
<th>Legal Representative</th>
<th>Contact Persons</th>
<th>Telephone No.</th>
<th>Fax No</th>
</tr>
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<tbody>
<tr>
<td><strong>Party A</strong></td>
<td>:</td>
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<td>Registered Address :</td>
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<td>Correspondence Address :</td>
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<td>Legal Representative :</td>
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<td>Telephone No. :</td>
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<td>Fax No :</td>
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</table>

| **Party B** | :             | :              | :                    | :               | :             | :       |
|             | Registered Address : | :             | :                    | :               | :             | :       |
|             | Correspondence Address : | :             | :                    | :               | :             | :       |
|             | Legal Representative : | :             | :                    | :               | :             | :       |
|             | Contact Persons : | :             | :                    | :               | :             | :       |
|             | Telephone No. : | :             | :                    | :               | :             | :       |
|             | Fax No : | :             | :                    | :               | :             | :       |

***
1. **Rent Discount**

2. **Right of Renewal of Lease**

Upon expiration of the Lease Term, provided that Party B has not committed a breach of contract during the Lease Term, Party B is entitled to two subsequent automatic First Rights of Renewal for five years each.

If Party B does not intend to exercise any such Right of Renewal, it shall submit a notice to Party A at least six (6) months in advance, otherwise the Parties shall automatically enter into a new lease contract substantially on the same terms as set out herein save that the rent for each renewed lease term shall be fixed during the renewed term and based on the market rent (with a maximum 10% rental cap from the previous year).

Upon expiry of the second renewed lease term (if any), this Agreement shall automatically renew on substantially the same terms as those of the second renewed term for a further term of five (5) years. The rent for this further term will be determined based on the prevailing market rate, during which term Party B shall have the right to terminate upon provision to Party A of six (6) months’ advance written notice at any time.

3. **Restriction on Adjacent Floors and units and Vacant Units on the Same Floor**

Besides the current tenants, Party A shall not lease (nor permit the assignment or sub-letting) of any space, units on the same floor as the Premises, or the floors immediately above/below the same floor as the Premises, to any party during the lease period or its renewal terms, without first obtaining Party B’s consent which, if forthcoming, should be granted by Party B within 15 working days of being notified by Party A (failing which such consent shall be deemed to be forthcoming).

Party B shall have the first right of refusal for any vacant space of the same floor as the Premises. Should Party B elect to exercise this right at any time during the Lease Term (or renewed lease term(s)), the terms and conditions for the newly-leased premises shall be the same as contained in the then existing Lease Agreement for the Premises. Such right of first refusal shall be exercised by Party B within 10 working days of being notified by Party A (failing which such right of first refusal shall be deemed to have lapsed).

4. **Discount for Parking Spaces**

During the entire Lease Term and any extension thereof, Party A will provide Party B with five (5) free fixed parking spaces (the discount does not include the parking space management fees equal to RMB per month per car parking space currently).

5. **Installation of Private Toilets and Wet Pantry**

Party A shall permit Party B to install private toilets and wet pantry in the Premises which shall be at a reasonable location. Party A will assist Party B to lay water supply and drainage pipes for an independent pantry and washroom in the Unit. Party B must first submit the works plan to Party A and may carry out the work only after it has received Party A’s written consent. Party B shall bear all costs arising from the works. Use of such wet pantry shall be within the permitted use in accordance with local regulations on fire safety and building designated usage.

6. **Legal and Administrative Costs**

Each Party shall bear its own legal costs incurred in the preparation, negotiation, execution and deliver of this Agreement and all other relevant documentation and shall bear the stamp duty in equal shares and any other charges in accordance with applicable laws and regulations and the requirements of any relevant government authorities (if any). The Registration Fees shall be borne by the Parties in equal shares.

7. **Approvals and Consents**

Where, pursuant to this Agreement, the consent or approval by a Party is required by the other Party, such consent or approval shall not be unreasonably withheld or delayed.
Schedule 4
Insurance Requirements

Requirements of the Insurance during the Fitting-out Period

(1) Party B or its contractor shall at its own expense purchase construction all risks insurance (including public liability insurance) in respect of its fitting-out within the Premises which shall remain valid during the fitting-out period. Such construction all risks insurance (including public liability insurance) shall satisfy the following requirements:

1. the policy shall be a standard construction and installation all risks insurance policy (including public liability insurance) used in the PRC;
2. the policy shall name Party A, Party B and the contractors as the insured;
3. the insured period and the fitting-out period shall be the same;
4. the part of the insured amount in relation to property damage in the policy shall be sufficient to cover the total cost of the construction works;
5. the part of the insured amount in relation to public liability shall be satisfactory to (Party A); and
6. the insurance policy shall include the following special conditions:
   i. cross-liability provisions;
   ii. waiver of right of subrogation provisions.

(2) If the floor area of the leased property is less than 1,500 square meters, the minimum amount of public liability insurance shall be RMB2,000,000.

If the floor area of the leased property is equal to or greater than 1,500 square meters, the minimum amount of public liability insurance shall be RMB5,000,000.

Before Party B starts working at the Premises, it shall deliver evidence of the above insurance policies and the relevant payment of premiums for Party A’s review. During the construction period, Party A may at any time demand Party B to provide evidence that the insurance policies are valid and sufficient. If Party B fails to provide the above evidence, Party A may prohibit Party B from carrying out construction works or purchase insurance on Party B’s behalf, and Party B shall be liable for the insurance premiums arising therefrom.

Requirements of the Insurance During the Lease Term

During the Lease Term, Party B shall self-insure in accordance with Clause 10.
Party A and Party B hereby acknowledge that Party A has handed over to Party B the premises situated at Unit [·], [·] Floor, Guangzhou International Finance Center (the “Premises”) on the [·] day of [·] in accordance with Attachment 2 of this Agreement in respect of the Premises signed between Party A and Party B on the [·] day of [·] (Contract No.: ________) stipulating the existing fittings and the conditions of ancillary facilities and equipment. Party B confirms that Party A has fully performed its obligation to handover the Premises under the stipulations of the abovementioned lease agreement and Party B accepts the Premises.

This handover confirmation shall be effective upon the signing hereof by Party A and Party B.

Party A:  
Authorised Representative:  
Date:  

Party B:  
Authorised Representative:  
Date:  

Schedule 5  
Premises Handover Confirmation
Attachment 1
Floor Plan of the Premises

Note: The Floor Plan is for reference only

Attachment 2
List of Landlord’s Fittings and Fixtures

Ceiling: 1200X600X1.5 Aluminium ceiling with white fluorocarbon paint
Floor: 600X600 raised floor
Interior walls: Emulsion paint
Door and access control: Stainless steel glass door
Air conditioning terminals: VAV BOX together with vents
Communication system: Wireless multi-network integrated mobile system
Lighting: 300X1200 lamp panel, world-renowned light sources
Fire-fighting System: smoke detectors, automatic fire-fighting sprinklers, exhaust pipes/valves, emergency lighting and fire-fighting public announcement system.

Attachment 3
The real-estate Certificate of the Premises

Lessor (Party A): [ ]
Lessee (Party B): [ ]
Legal Representative: [ ]
Legal Representative: [ ]
Address: [ ]
Address: [ ]
Postal Code:
Postal Code:
Telephone:
Telephone:
Authorised Representative: 
Authorised Representative: 
Handled by:
Handled by:
Lease recordal/filing handled by:
Lease recordal/filing handled by:
Contact method:
Contact method:
Date of Execution:
Date of Execution:
Place of Execution:
Place of Execution:
Name of Agency:
Name of Agent:
Qualification Certificate No. of the Agent:

***
CONSULTANT AGREEMENT

This Consultant Agreement (hereinafter the “Agreement”) is made by and between [ ], hereinafter the “Consultant”, and [ ], a company incorporated under laws of People’s Republic of China, having its headquarter at [ ], hereinafter the “Company”.

WITNESSETH

WHEREAS, Company has determined that a need exists for the consulting services outlined within this Agreement;
WHEREAS, Consultant represents that it has the ability, expertise and experience to render the consulting services outlined herein for Company;
WHEREAS, Consultant has been selected by Company to provide professional consulting services outlined herein;

NOW THEREFORE, based on the foregoing and other covenants, conditions and promises hereinafter set forth herein, the parties agree to the following:

1. Scope of Service. Company hereby engages Consultant to perform the services including but limited to:
   a) Assist Company to check the Customer’s credit record;
   b) Deal with all kinds of issues arising out of or in connection with the goods sales with Customer, such as get orders from the Customer, coordinate the Customer to perform goods receipt and payment obligations;
   c) Help Company to make the deal of epidemic prevention products with [ ] (hereafter called “Customer”) (that means Consultant should introduce the Customer to Company and ensure Customer will purchase goods from Company)
   d) Consultant ensures the success of the deal, including but not limited to volume, price, payment, and logistics and so on according to Company’s requirements.

2. Expertise. Consultant represents that it has sufficient competent working capability to meet Consultant’s obligations under this Agreement.

3. Competition. The Consultant represents to the Company that the Consultant does not have any agreement to provide consulting services to any other party, firm, or company on matters relating to the scope of this consultancy, and will not enter into any such agreement during the term of this Agreement.

4. Fees and Expenses. Company shall pay to Consultant a fee of _____% total value ordered by the Customer to the Company, which in total ($) ___. Except as specifically provided in the Agreement, all expenses shall be borne by Consultant.

Consultant shall provide required Invoice before receiving the consultant fee according to Company’s request. The consultant fee will be paid by Company to the Consultant after Company receiving the full payment for goods from Customer successfully introduced by Consultant. Company has no obligation to pay the consultant fee before Company receives the full payment for goods from Customer and the required Invoice provided by the Consultant.

All consultant fees will be paid pre-tax to Consultant and all the tax will be in the Consultant’s charge.
Bank account information of Consultant: [ ]
Bank Name: [ ]
Bank Account: [ ]
SWIFT Code: [ ]
Bank Address: [ ]

Consultant hereby confirms and warrants that the above bank account information is true, valid and lawful, if there is any change at any time, Consultant will notify Company at least fifteen (15) working days in advance, otherwise the adverse consequences arising thereof shall be borne by Consultant.

5. Term and Termination. This Agreement shall be commencing as of ______ (“Effective Date”) and terminate upon completion of the project of Proforma Invoice _______. However, either party may terminate this Agreement for no reason upon thirty (30) days prior written notice. In the event of such termination, Consultant has no right to
claim any consultant fee depends on the subsequent full payment from Customer (Or if Consultant successfully facilitate the deal of Company with Customer, Company must pay the consultant fee as remuneration, the consultant fee will cover all future deals made by Company and Customer, not just the first).

6. **Restriction.** It is understood and agreed between the parties that the Agreement is not intended to nor does it create an employment contract between Consultant and the Company, nor does it create a joint relationship or partnership between the parties hereto. Neither Consultant nor its employees are entitled to benefits that Company provides for its employees. Consultant is responsible for its own state and federal income tax and Social Security withholding. Consultant’s relationship to Company is that of an independent contractor. Company is interested only in the results to be achieved and the conduct and control of the work will be solely with the Consultant. Except as specifically permitted in the Agreement, neither party shall use the name or trademarks of the other party or incur any obligation or expense for or on behalf of the other party without the other party’s prior written consent in each instance.

7. **Confidentiality.** During the course of performance of the Agreement, Consultant may be given access to information that relates to Company’s past, present and future research, development, business activities, goods, services, technical knowledge and personally identifiable student and employee information. All of such information shall be deemed to be “Confidential Information” unless otherwise indicated by Company in writing at or after the time of disclosure. The Consultant may use the Confidential Information only in connection with the specific duties authorized pursuant to this Agreement. Access to the Confidential Information shall be restricted to those of Consultant’s personnel, representatives and Consultants on a need to know basis solely in connection with service by Consultant under this agreement. Consultant further agrees that it will (i) take all necessary steps to inform any of its personnel, representatives or Consultants to whom Confidential Information may be disclosed of Consultant’s obligations hereunder and (ii) cause said personnel, representatives and Consultants to agree to be bound by the terms of this Agreement by executing a confidentiality agreement containing the same restrictions contained herein or some other method acceptable to Company. Consultant agrees to protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Consultant agrees to notify Company of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof, and once Company is suffered from the unauthorized use or disclosure of Confidential Information by Consultant, Consultant shall indemnify Company’s occurred losses thereof. The terms of this Section shall survive the expiration or termination of this Agreement. These requirements apply to any subcontractors or agents Consultant uses in the performance of the work and services provided hereunder and it is Consultant’s responsibility to assure that subcontractors and agents comply with such requirements.

The Consultant will only use and keep all matters belonging to the Company, including documents, computer disks and other information carriers, including copies thereof, which it has received in relation to the performance of its tasks and it will in any case return them immediately to the Company if the Company requests so or if this agreement has ended.

8. **Assignment.** Consultant shall not assign its duties hereunder without the prior written consent of Company.

9 **Binding Effect.** This agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

10. **Compliance with Laws.** Consultant and its contractors, employees and agents shall comply with all pertinent federal, state and local statutes, codes and regulations. Consultant shall advise Company of all permits and licenses required to be obtained in Company’s own name, and shall cooperate with Company in obtaining same.

11. **Compliance with Company Policies.** Consultant shall comply with all Company policies and procedures with respect to its activities pursuant to and in connection with this Agreement. Consultant shall submit service reports upon the request of Company.

12. **Proprietary Right.** All intellectual property, developed by the Consultant for Company in connection with this Agreement, including but not limited to all monitoring, testing and other data, reports, materials, schematic drawings, illustrations, trademarks, trade names, slogans, logos or other designs in any form, whether electronic, print or any other format, shall be deemed “work for hire” and shall be owned solely and exclusively by Company. All copyrights and patents with respect to such intellectual property created for Company in accordance with
this Agreement shall be registered in the name of Company. Consultant shall have no ownership or copyright in Company materials, nor in the intellectual property contained therein, nor in the delivery formats, whether electronic, print or any other form.

13. **Warranty of Consultant.** The Consultant hereby warrants to the Company that: (i) All the services it provided to Company under this agreement will be conducted faithfully by its experiential and professional employees who have acquired all the necessary license and authorization; (ii) The services will in no event infringement any third party’s legal right, such as intellectual property right, and will be always compliance with the applicable law and regulations; (iii) the Consultant has the right to sign, execute and perform this Agreement; (iv) The performance of this Agreement will neither conflict with any pre-existing obligations of Consultant or any other agreement, regardless of whether signed before or after the Effective Date by Agent.

14. **Indemnification.** Consultant shall indemnify and hold Company and each of its officers, directors, employees, agents, successors and assigns, harmless from and against all claims, causes of action, damages, liabilities, fines, costs and expenses (including reasonable attorneys’ fees) that may arise from the violation the terms of this Agreement, violation of any applicable laws, infringement of third party proprietary and/or intellectual property rights, libel, slander and other torts including with respect to personal injury, bodily injury, property damage and death arising from the negligent or willfully wrongful acts or omissions of Consultant and/or its employees, its third-party vendors, contractors, subcontractors or agents, in connection with the goods and services provided in connection with this Agreement.

15. **Insurance.**

**For Incorporated Consultants:** In addition to Worker's Compensation, as required by law, Consultant shall carry Commercial General Liability insurance in the minimum amount of three million dollars ($3,000,000.00), covering all of Consultant’s activities related to this Agreement. Consultant’s liability policies shall name Company as an additional insured. Consultant shall provide Company with certificates of insurance evidencing the aforesaid coverage, prior to commencing services pursuant to this Agreement. The amounts of insurance required to be obtained by Consultant hereunder shall not constitute a limitation on the indemnification obligations of Consultant.

**For Professional Consultants:** Consultant shall also carry Comprehensive Professional Liability insurance in the minimum amount of one million ($1,000,000) dollars, covering all of Consultant’s activities related to this Agreement.

**For unincorporated consultants:** Consultant shall be responsible for its’ own health, accident, vehicle and other insurance.

16. **Governing Law and Arbitration.** This Agreement shall be governed by the laws of People’s Republic of China. In case of any dispute arising from the execution of or in connection with this Agreement, the Parties shall first try to solve such dispute through friendly consultation. If a dispute cannot be solved through friendly consultation, the Parties agree to submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in Shenzhen, China, in accordance with its rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties.

17. **Notices.** All notices to Company in connection with this Agreement shall be sent to:

If to Company:  
[ ]

If to Consultant:  
[ ]

**IN WITNESS WHEREOF,** this Agreement has been executed and signed by both parties in two folds.

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>CONSULTANT</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
</tbody>
</table>
DISTRIBUTION AGREEMENT

This agreement is dated [DATE]

PARTIES
(1) Party A

Company name (Manufacturer):
Registered address:
Legal representative:
(2) Party B

Company name (Distributor):
Registered address:
Legal representative:

BACKGROUND
(A) Party A is in the business of manufacturing and supplying the Products and has the facilities and resources to manufacture the Products.
(B) Party B carries on the business of selling the Products as well as establishing and maintaining connections with clientele in the Territory.
(C) The Parties wish to ensure continuity of supply and a market for the Products, and have agreed to enter into this agreement on the terms set out below.
(D) This Agreement shall be binding upon and run for the benefit of the Parties, their successors and permitted assigns.

AGREED TERMS
1. INTERPRETATION
1.1 Definitions:

Agreement: refers to this Distribution Agreement.
Commencement Date: the date of signing this Agreement
Delivery Point:
Force Majeure: any circumstance not in a Party’s reasonable control, without limitation.
Minimum Order: the order requirements specified in Clause 3.
Order: an order for Products submitted by Party B to Party A and accepted by Party A in accordance with Clause 2.
Order Confirmation: a written notice sent by Party A, agreeing to fulfill the Order from Party B.
Order Form: an order form in the form set out in Schedule 2, sent by Party B to Party A, requesting the supply of Products or confirming an oral order for Products.
Party: means any incorporated body set out in Parties.
Prices List: a list specifies prices of Products in Schedule 4.
Products: the products set out in Schedule 3.
Quality Inspection Report: a report states the result of inspection on the Products’ quality.
Quality Requirement: a standard of quality specified in Schedule 5, which is agreed by both Parties, requiring the manufactured Products to meet.
Quality Test: a test examines if the Products satisfy the Quality Requirements.
Territory: the territory covered under this Agreement includes the countries and regions set out in Schedule 1.
VAT: value added tax, goods and services tax and any similar consumption tax.
1.2 Words in the singular include the plural and in the plural include the singular.
1.3 A reference to a person includes an incorporated body.
1.4 The headings in this agreement are for ease of reference only and shall not affect its construction or interpretation.

2. ORDER PLACEMENT AND SALES LIMITATION IN TERRITORY

2.1 When Party B wishes to place an order for products, it shall send an Order Form to Party A.
2.2 Party A shall accept the Order of Party B using an Order Confirmation and such Order Confirmation shall be treated as acceptance of the Party B’s Order.
2.3 Party B shall be the exclusive distributor in the Territory, and Party A shall not sell the Products in the Territory to any third parties. In the event that Party A receives an order from the Territory, Party A shall promptly refer such Order to Party B.

3. MINIMUM ORDER REQUIREMENTS

3.1 Party B shall order no less than X RMB worth of Products in the first year from Party A from the date of this agreement. In the second year, the Minimum Order shall be no less than X worth of Products. In the third year, the Minimum Order shall be no less than X RMB worth of Products.
3.2 Only in the event of Party B cannot fulfill the minimum order requirements each year set forth in Clause 3.1, Party A shall be entitled to terminate the Agreement.

4. QUALITY CONTROL

4.1 The Quality Requirements shall be agreed by the Parties.
4.2 Party A shall be responsible for the quality of the Products by testing the Products before delivering the Products. Party A shall send a Quality Inspection Report to Party B after finishing a Quality Test.

5. DELIVERY OF THE PRODUCTS

5.1 Party A shall fulfill its contractual obligations for packing and loading the Products in respect of each delivery.
5.2 The Products shall be delivered within [x] days after Party A sends the Order Confirmation to Party B. Delivery of the Products shall take place at the Delivery Point.
5.3 Party A shall be responsible for all freight and transportation costs to deliver the products.
5.4 Party B shall, within [x] days of the arrival of each delivery of the Products at the Delivery Point, give written notice of rejection to Party A on account of any defect by reason of which Party B alleges that the Products delivered do not comply with the Quality Requirements and which was apparent on reasonable inspection. Party A shall be liable to the defects of the Products alleged by Party B.
5.5 Risk of damage and loss of Products shall be borne by Party B as from the time when Party A delivers the Products to Party B.

6. PRICES AND PAYMENT

6.1 Party B shall pay Party A for the Products in accordance with the provisions of this Clause 6.
6.2 Party B shall pay Party A [x]% of the Order within [x] days after Party A accepts the Order.
6.3 Party B shall pay an additional [x]% of the Order within [x] days after the Products being shipped out.
6.4 Party B shall pay the remaining [x]% of the Order within [x] days after the period agreed in Clause 5.4 passed and no objection raised by Party B regarding Products Quality.

7. PROMOTION OF THE PRODUCTS

7.1 Party B shall use all reasonable efforts to promote and increase sales of the Products in its territory and in particular shall at its own expenses:
(a) Advertise and promote the Products; and
(b) Maintain comprehensive sales network and employ staff with the training and technical expertise necessary to maintain such network and to effect prompt delivery of the Products and efficient after-sales and maintenance services.
(c) Party B shall at all times carry on business and arrange and conclude sales of the Products on its own behalf and in its own name.

7.2 Party A can provide support for trade show, brand presentation, sales support, and sales training arranged by Party B.

8. TITLE AND RISK

8.1 Risk in and responsibility for the Products shall pass to Party B once they have been delivered to Party B.
8.2 Ownership of the Products shall be passed to Party B once Party B received the Products.

9. CONFIDENTIALITY
9.1 Each Party undertakes that it shall not at any time during this Agreement, and for a period of [x] years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party.
9.2 Each Party may disclose the other Party’s confidential information:
   (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party’s rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party’s confidential information comply with this Clause 12; and
   (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
9.3 No Party shall use any other Parties’ confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

10. DURATION AND TERMINATION
10.1 This Agreement shall commence on the Commencement Date and, shall continue for a period of X years.
10.2 This Agreement can be renewed for another period of X years if all Parties wish to continue the cooperation and no Party raises written objection.
10.3 In the event of Party B cannot fulfill the minimum order requirements each year set forth in Clause 3, Party A shall be entitled to terminate the Agreement.
10.4 Either Party may terminate this Agreement by giving written notice to the other Parties if any of the following events occurs:
   (a) The other Party commit a material breach of this Agreement which has not been remedied within [x] days of the receipt by the other of a notice specifying the breach and requiring its remedy; or
   (b) a winding-up order or bankruptcy order is made against the other Parties; or
   (c) the other party passes a resolution or makes a determination for it to be wound up.
10.5 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

11. FORCE MAJEURE
11.1 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
11.2 In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.
11.3 If the period of delay or non-performance continues for [X] months, the Parties not affected may terminate this Agreement by giving [X] days’ written notice to the affected Party.

12. LIABILITY
12.1 Party A shall be liable for any issues result from defective quality of the Products, which shall include but not limited to legal costs, attorney’s fees, travel expenses, etc.
12.2 In the event that Party A entrusts any third parties to sell or sells the Products within the Territory, Party B shall be entitled to pursue its loss by terminating this Agreement and being compensated for X RMB.
12.3 Party A shall deliver the Products within the agreed time. In the event of delaying in delivery, Party A shall be liable for infringement and pay X‰ of the price of the delayed Products per day to Party B as penalty.

13. DISPUTE RESOLUTION AND GOVERNING LAW
13.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it, the Parties shall solve the dispute through amicable negotiations.
13.2 If negotiation fails, any Party can submit the dispute to South China International Economic and Trade Arbitration Commission for arbitration and the language used during the arbitration shall be English.
13.3 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the People’s Republic of China (PRC)

14. SEVERANCE
14.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

14.2 If one Party gives notice to the other Parties the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15. AMENDMENTS AND WAIVER

15.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).

15.2 A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

16. LANGUAGE

16.1 Any notice given under or in connection with this Agreement shall be in English. All other documents provided under or in connection with this Agreement shall be in English, or accompanied by a certified English translation.

16.2 The English version of this Agreement, and any notice or other document relating to this Agreement, shall prevail if there is a conflict except where the document is a constitutional, statutory or other official document.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF PARTY A]

(SEAL)

Director

Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF PARTY B]

(SEAL)

Director

SCHEDULE 1 TERRITORY LIST
SCHEDULE 2 ORDER FORM
SCHEDULE 3 PRODUCT LIST
SCHEDULE 4 PRICE LIST
SCHEDULE 5 QUALITY REQUIREMENTS
SCHEDULE 6 SIGNATURES
Advertising Model Agreement

This Advertising Model Agreement (the “Agreement”) is made and entered into by and among 【】 (“Advertiser”), 【】 (“Advertising Agency”), 【】 (“Management Company”) and certain members of the group 【】 comprising of, for the purpose of this Agreement, 【】 , and the said members of 【】 may be subject to change (i.e., some of the said members may be withdrawn during or prior to the shooting of the advertisement, or some members of the Models may be replaced with other members of 【】 , or other members of 【】 may be added to the said members of the Models) in the discretion of Management Company (the “Models”), and Management Company makes an effort to improve the image of model, advertisement effect and etc. as the Management Company of model, a model engaged, as follows. Throughout this Agreement, the word 【】 shall mean “Models” as defined above.

Article 1 (Purpose of Agreement)

The purpose of this Agreement is to set forth the rights and obligations of Advertiser, Advertising Agency, Management Company and 【】 in connection with the undertaking of Management Company, which has the management rights to all entertainment activities of 【】 (including activities as a model) pursuant to an exclusive management agreement separately executed between Management Company and 【】. Management Company shall cause 【】 to act as a model for the advertisement of Advertiser, and, in return, Management Company and 【】 both agree that Advertiser shall make payment to Management Company through Advertising Agency only as consideration thereof.

Article 2 (Use of 【】’s Publicity Rights)

In accordance with this Agreement, Advertiser (and its designated companies), and Advertising Agency can use Models’ names and publicity rights as follows. For the purposes hereof, the term “publicity rights” shall mean and include the real names, the stage names, the group name “【】”, image, portraits, photos, likeness, voice, signature, movements etc. that can identify the “Models”.

1. Purpose of Use: For advertisement and promotion of products and the brand, ‘【】’ used by Advertiser (and its designated companies), including the product manufacturing, selling, advertising using 【】’s name and portrait, and promotional programs and activities which are organized by Advertiser. Advertiser's designated companies are limited to the following companies:

2. Subject of Use: The subject of use shall mean the advertisements created under this Agreement and the Models’ Publicity Rights as embodied in the advertisements, and any derivative works created therefrom subject to the approval of Management Company.

3. Type of Media to be Used: TV Commercial (such as Public TV, CATV, DMB, IPTV and all visual media), Print media (such as newspapers, magazines and pamphlets), outdoor media (such as billboards, banners, LEDs, posters and POPs), new media with geo-blocking to prevent spillage outside the permitted territory of use (such as the Internet, mobile media, SNS channels, YouTube, home shopping and Internet shopping), sales promotion materials (such as leaflets and shopping bags) and all other forms of media that Advertiser (and its designated companies) or Advertising Agency deem necessary. Provided, however, that the materials used in sales promotion by Advertiser (and its designated companies) shall be limited to 【】’s photographs taken at the time of the shootings for Printed advertisement, there shall be a prior written agreement through negotiation reached among Advertiser, Advertising Agency and Management Company. In addition, 【】’s portrait shall not be used in a manner that will damage 【】’s image.

4. Territory of Use: China (including Hong Kong and Macau except Taiwan), Korea, Singapore, Malaysia, Thailand, Vietnam, and Cambodia. Advertising Agency, Management Company and 【】 agree that relevant 【】 entities within the Territory of Use shall have the same right and obligations as provided
by Article 2 (Use of [ ]’s Publicity Rights). In case of supplementing the Territory of use, it shall be proceeded following a prior consultation among all the parties.

**Article 3 (Shooting of the advertisement)**

1. During the term of this Agreement, [ ] shall participate in shooting two TV Commercials and two Printed advertisements and two promotions organized or requested by Advertiser. For Printed advertisement, it takes one day to shoot every Printed advertisement, but no more than 9 hours in total (including time for hair-dressing and make-up, but not including time for travelling). The shooting shall be carried out and completed in [ ]. Regarding shooting for TV Commercial and Printed advertisement and promotion, the participation member(s) of [ ] and their numbers of participation shall be confirmed so as to fit the time of progress after mediation between Advertiser and Management Company.

2. [ ] and Management Company shall ensure that [ ] will cooperate in related media interviews and making films on the day of the shooting according to the requests of Advertiser. Provided, however, Advertiser and Advertising Agency shall inform Management Company and [ ] of full details on the contents of the interviews prior to media interviews, and it shall be proceeded subject to consent of both Advertiser and Management Company.

3. During the production of the advertisement, Advertiser and Advertising Agency shall inform Management Company of the continuity (script), draft of printing, photographer and director and etc. prior to the shooting of the advertisement, and it shall be proceeded subject to consent of both Advertiser and Management Company.

4. During the shooting of either TV commercial or Printed advertisement, the hair stylist and stylist shall be those appointed by Management Company or [ ], the costs of which to be otherwise determined by Advertiser and Management Company through consultations.

**Article 4 (Reshooting)**

1. If reshooting takes place due to any changes arising before the final completion of the advertisement featuring [ ], [ ] shall participate in the reshooting without extra charges or compensation at a date and time (one-time only) determined upon consultation among Advertiser, Advertising Agency and Management Company. However, [ ]’s schedule for reshooting shall have priority over all other arrangements of Management Company and [ ], and time of the reshooting of a single piece of advertisement shall be no more than 2 hours within the main concepts and purposes of the previous shooting. Also, such reshooting shall not be deemed as an additional shooting for the purpose of calculating the number of shootings under Paragraph 1 of Article 3.

2. If reshooting takes place due to any changes arising during or after the use of the completed advertisement featuring [ ], it shall be proceeded upon consultation among Advertiser, Advertising Agency and Management Company, and the Modeling Fee pursuant to the additional reshooting shall be determined by prior written agreement among Advertiser, Advertising Agency, Management Company and [ ]. However, [ ]’s schedule for reshooting shall prevail over all other arrangements of Management Company and [ ].

**Article 5 (Term of Agreement)**

1. The term of this Agreement shall commence from the [ ] to [ ].

2. In consideration of the time needed to replace the advertising materials, Advertiser (and its designated companies) may use [ ]’s name and any of its portraits, free of charge, for up to two (2) months after the expiration of the term of this Agreement. During the above time needed to replace the advertising materials, such free use of [ ]’s name and portraits shall be limited to maintain the form of advertisement which is being executed. Management Company and [ ] shall be exempted from any obligation under this Agreement from this period.
3. Following the expiration of the term of this Agreement, Advertiser (and its designated companies) may use 【】’s portrait free of charge and without the consent of 【】 as “reference materials related to the ‘model’, but not directly related to the marketing business of Advertiser”. Using the advertising materials relevant with 【】 as “reference materials instead of being directly related to marketing business” means that the use of such materials as or for on-line advertisement collection (archive) on the website of Advertiser (and its designated companies), intra-company publications, communication materials in industry events, company history, museum exhibits, advertising highlights, participation in domestic or overseas advertising competitions, submission documents being requested by government departments, rental requirements, awards evaluation and assessment, sample demo and etc.

4. Advertiser shall be liable for stopping any use of the advertisements by its designated companies in excess of the agreement period. In case of such excess use, in addition to the obligation to stop such excess use, Advertiser shall be liable to Management Company for additional fees commensurate with the calendar days of such excess use calculated based on the total fees paid hereunder for the agreement period. In addition to the foregoing obligations, Advertiser shall be liable for any unpermitted use of the advertisements by its designated companies.

Article 6 (Payment of Modeling, Bearing of Expenses, Etc.)

Advertiser shall pay Modeling Fee and bear expenses as follows based upon the condition that Management Company and 【】 perform all their duties under this Agreement:

1. Modeling Fee

a) Advertiser shall pay Management Company 【%】 (USD 【】 /“Advertiser” cover all the expenses about tax) of the total amount say in USD 【】 via bank transfer through Advertising Agency for the Modeling Fee for the participation of 【】 and use of 【】’s name and portraits.

And the rest 【%】 (USD 【】 /“Advertiser” cover all the expenses about tax) will be paid by 【】.

b) The 【%】 (USD 【】 /“Advertiser” cover all the expenses about tax) of Modeling Fee paid by Advertiser will be made in 2 installments as follows:

【%】 (USD 【】) will be paid by Advertiser to Advertising Agency' designated bank account within 45 (forty-five) calendar days from the conclusion of this Agreement and after receiving the valid Tax-invoice issued by and from Advertising Agency; and

the rest 【%】 (USD 【】) will be paid by Advertiser to Advertising Agency' designated bank account within 45 (forty-five) calendar days from the very first publication date/airdate of the final and completed advertisement and after receiving the valid Tax-invoice issued by and from Advertising Agency.

If Advertising Agency delays in providing valid invoice on time, Advertiser is entitled to postpone any of the above payment to Advertising Agency until receiving the invoice without bearing any liability.

All the payments from Advertiser are made in USD currency, and the bank charges during the time of remittance shall be paid by Advertiser.

c) the rest 【%】 (USD 【】 /“Advertiser” cover all the expenses about tax) will be paid by 【】 to Advertising Agency' designated bank account within 45 (forty-five) calendar days from the very first publication date/airdate of the final and completed advertisement and after receiving the valid Tax-invoice issued by and from Advertising Agency. If Advertising Agency delays in providing valid invoice on time, 【】 is entitled to postpone any of the above payment to Advertising Agency until receiving the invoice without bearing any liability.

d) Considering that Advertiser and 【】 shall make the payment of the Modeling Fee to Management Company only through the Advertising Agency, neither shall Advertiser (nor any of its designated companies) nor 【】 be obligated to pay the Modeling Fee directly to Management Company, 【】 or any of 【】 members. Management Company, 【】 or any of 【】 members shall NOT claim against Advertiser (nor any of its designated companies) or 【】 for any of the Modeling Fee under this Agreement.
e) All payments made by Advertiser and Management Company shall be deemed as payments to Advertising Agency, while the date when Advertising Agency receive the payments from Advertiser and Management Company receive the same from Advertiser shall be deemed as the date when Management Company receive the payments from Advertiser and Management Company shall be made on their own, and not attributable to Advertiser or Management Company.

f) Advertising Agency shall request for issuing Tax invoice confirmation from Management Company before requesting for payment of Modeling Fee from Advertiser. The surtax levied when Advertising Agency pays model fees to Management Company shall be borne by Advertising Agency, and neither Advertiser nor Management Company shall have any responsibility for any surtax incurred under such situation.

2. Appearance Fees and Traffic Expenses for Promotions

a) During the proceed of the promotional events outside China as per the requests of Advertiser, Advertiser shall pay USD [xxx] per member of the ‘model’ as their appearance fee. Also, During the proceed of the promotional events inside China, Advertiser shall pay USD [xxx] per member of the ‘model’ as their appearance fee per event and Advertiser shall pay all the Appearance Fees via bank transfer through Advertising Agency designated bank account to Management Company within 45 (forty-five) calendar days after the event day and after receiving the valid Tax-invoice issued by and from Advertising Agency. Advertiser should also pay the accommodation, airline tickets, food, traffic expenses of the ‘models’ based on the actual expenses, while other expenses like hair artist, makeup artist, stylist, bodyguards and managers shall be otherwise determined by Advertiser and Management Company. If Advertising Agency delays in providing valid invoice, Advertiser is entitled to postpone the payment to Advertising Agency until receiving the invoice without bearing any liability.

All the payments from Advertiser are made in USD currency, and the bank charges during the time of remittance shall be paid by Advertiser. Advertising Agency shall request for issuing Tax invoice confirmation from Management Company before requesting for the Appearance Fee from Advertiser. The surtax levied when Advertising Agency pays appearance fee to Management Company shall be solely borne by Advertising Agency, and Advertiser shall have no responsibility for any surtax incurred under such situation.

b) When [xxx] is attending an event outside China, the flight tickets for the makeup/hair artists (Economy class) and [xxx] member(s) (Business class or the first class), managers (Business class or the first class), accommodation (any hotel equivalent to more than 5 stars), transportation, and VIP Airport clearance authority (bodyguards at close range including [xxx] and managers) should be provided. However, if any condition changes according to the local situation, the changes should be progressed after prearranged mutual agreement among Advertiser, Advertising Agency and Management Company. The number of members who participate the event including make-up/hair artists, stylist, bodyguards, managers, etc. will be scheduled and arranged by mutual agreement.

3. Insurance Fee

Advertiser and Advertising Agency shall, at its own expense, subscribe to accident insurance for the physical safety of [xxx] in shooting advertisements featuring [xxx]. The insured amount, type of insurance and insurance company shall be determined based upon additional mutual agreement among Advertiser, Advertising Agency and Management Company.

Article 7 (Vesting of Intellectual Property Rights to Advertising Materials)

All intellectual property rights such as copyrights and neighboring copyrights (including portrait rights) to any completed or uncompleted advertising materials featuring Model shall be transferred from Advertising Agency to Advertiser, and Management Company licenses Advertisers the right to use the publicity rights and neighboring rights of Models only as embodied in such materials during the term of this Agreement for the purpose of this Agreement. During of this Agreement, Advertiser (and its designated companies) and Advertising Agency shall be entitled to produce and utilize derivatives and compilation works by making use of the advertising materials featuring Models after such has been approved by Management Company. The intellectual property rights such as copyrights to derivative and
compilation works (except for the publicity rights and neighboring rights of Models) shall also vest in Advertiser (and its designated companies).

However, Advertiser shall not use any advertisement produced hereunder for any purpose other than advertisement and promotion, or for non-commercial purpose.

Regarding the progress of productions of copyrights to derivative, Advertiser shall certainly discuss with Management Company and 【】 in case to use developing the goods or service in order to advertisement material (including produced video or photo when shooting the advertisement) taken pursuant to this Agreement, the promotional material of the compensation/ free of charge or MD (merchandising) product (the calendar, stationery, and etc.), application (the Mobile and Internet), promotion, and etc.

Moreover, Advertiser shall not make on/offline illustrated magazine or other magazine by directly using 【】’s photos shot for the purpose of this Agreement, and shall not supply it with or without compensation.

Article 8 (Obligations)

1. During the term of this Agreement (excluding the two month grace period following the expiry of the term of this Agreement), Models or any of its members shall not appear or participate in any advertisement, promotion and promotional event that is the same as or similar to the brand of 【】 (such as sports shoes, sports apparel), excluding outdoor brand, golf brand. However, considering that 【】 , as a boy group, performs as a whole, in various performances, dramas, broadcasts, etc., there are no limits under this Agreement on their singings or performances. There are also no limits hereunder on 【】’s appearances (Product Placement), or 【】’s participation in performances, musicals, dramas, movies or broadcast programs, concerts, exhibitions, etc. organized by Management Company, or 【】’s attendance to concerts /exhibitions/ music videos organized by its sponsorship and business partnership, etc., or 【】’s wear in their private life.

2. In addition to previous clause, there are no limits for 【】 to participate in the clothing business launched by Management Company. However, in case that a logo or a brand-name of any competitor of Advertiser appears in the products released by Management Company, prior consultations with Advertiser is required.

3. 【】 shall fully recognize that, as an advertising model, his or their conducts may have direct impact on image and interests of Advertiser (and its designated companies) and 【】 brand. During the term of this Agreement, 【】 shall not impair Advertiser (and its designated companies) and, image, reputation or business credit of Advertiser (and its designated companies) by way of giving rise to public criticism by committing any unlawful acts (where he is found to be punishable by any disposition of or harsher than suspension of prosecution or he admits to criminal acts such as drunk driving, gambling, assault, drug use, adultery, fraud, smuggling or etc. do anything to impair Advertiser (and its designated companies) or 【】 brand.

4. Management Company and 【】 shall not slander or defame Advertiser or its products that are produced, sold or promoted by Advertiser or 【】 brand. When Management Company or 【】 speaks about Advertiser or 【】 brand or products in public, Management Company and 【】’s speeches and attitude shall be consistent with the advertisement, and principles as agreed in the Agreement and shall not cause any misunderstanding or adverse impact on company image of Advertiser or 【】 brand.

5. Management Company, as the Management Company of 【】 , shall manage the appearance schedule, etc., of 【】 during the term of this Agreement, and shall be liable for all obligations of 【】 under this Agreement. 【】 and Management Company shall be jointly and severally liable for the obligations under this Agreement.

6. Certainly Advertiser and Advertising Agency shall provide the final advertisement and every kind of promotional material to Management Company to confirm before putting into use, in order to maximize the advertisement efficiency and prevent from affecting the external and internal image of Management Company. Management Company may give comments or revised opinions to Advertiser and Advertising
Agency on advertisement draft, and Advertiser and Advertising Agency shall, wherever possible, fully reflect the reasonable and feasible opinions given by Management Company in good faith.

Article 9 (Warranty)

1. Management Company and 【】 each confirms and warrants that Management Company is the exclusive Management Company of 【】 and 【】 is the exclusive model of Management Company in relation to this Agreement.

2. Management Company and【】 shall abide by all their obligations to Advertiser under this Agreement and warrant performance of modeling activities per agreed until the expiration of the term of this Agreement, even in the case that the contract ends or it occurs a legal dispute between the party concerned and the status of Management Company as the exclusive Management Company or the status of 【】 as the exclusive model changes during the term of this Agreement.

3. Management Company and【】 warrants that they have full rights to execute and perform under this Agreement and that there are no contracts with a third party, etc., that would limit or prohibit 【】 or any of its members from appearing as a model for Advertiser, nor do Management Company and【】 reach any agreement or commitment that will damage Advertiser and【】 brand, with any third party regarding the restriction and prohibition stated above.

Article 10 (Confidentiality)

Contracting parties shall not disclose or divulge to any third party, or use for any purpose other than the performance of this Agreement, any confidential information, including the data, advertisement and business information of the parties obtained by or made available to them in the course of the performance of this Agreement without the prior written consent of the parties involved. The same shall continue to apply following the termination or expiration of this Agreement.

Article 11 (Termination or Cancellation of Agreement)

1. If a party breaches any of its obligations under this Agreement and fails to cure such breach within ten (10) business days after the other party makes a written demand to cure such breach, the other party may terminate or cancel this Agreement in whole or in part. Notwithstanding the forgoing, Advertiser shall immediately terminate or cancel this Agreement without the prior written demand to cure a breach and without bearing any liability, if Management Company or【】 or any of【】 members breaches Article 8 of this Agreement, and Advertiser is entitled to claim for any and all damages for Management Company or【】’s breach of contract and compensation liabilities.

2. Even if this Agreement is terminated or cancelled pursuant to this Article, the defaulting party which caused the termination or cancellation of this Agreement by breaching this Agreement shall compensate for damages in accordance with this Agreement.

Article 12 (Compensation for Damage)

1. If Management Company or【】 breaches any of Article 8.1 and 8.4 under this Agreement for reasons other than Force Majeure events including an act of God, Management Company and【】 shall jointly and severally pay the penalty which is twice of the total Modeling Fee i.e. USD【】. And after that, this agreement shall be terminated immediately.

2. In case that，【】 is unable to perform their obligations under this Agreement due to sudden accidents such as a disease or other events of Force Majeure, Management Company shall refund payment to Advertiser and【】. The Modeling Fee for the remaining of this Agreement shall be calculated and refunded on a daily pro rata basis.

3. If Advertiser delays in any instalment of payment under Article 6 of this contract solely due to its own reasons other than Force Majeure reason (such as a natural disaster) or other parties’ reasons (such as not
providing the invoice on time), Advertiser shall pay the penalty which is twice of the total Modeling Fee i.e. USD【】 , and Management Company is entitled to terminate this Agreement immediately.

4. If the damage exceeds the breach penalty demonstrated in this Article as aforementioned, the breaching party shall reimburse the appropriate parties for all actual damages suffered.

**Article 13 (Joint and Several Liability)**

Management Company and 【】 shall be jointly and severally liable to perform all obligations owed by Management Company or 【】 to Advertiser and/or 【】 under this Agreement.

**Article 14 (Priority contract consultation)**

Management Company and 【】 shall preferentially proceed the contract consultation with Advertiser to re-enter into a new modeling agreement with 【】 before the expiration of this Agreement. Advertiser proceeds such priority consultation by giving a written notice to Management Company no later than one month prior to the expiration of this Agreement. However, this consultation shall not preclude Management Company from contacting or negotiating with other advertisers during or after such consultation period.

**Article 15 (Jurisdiction and Applicable laws)**

Any dispute arising from or in connection with this Agreement, if not resolved through amicable consultations, shall be submitted to the Hong Kong International Arbitration Center (HKIAC) in the Hong Kong Special Administrative Region of the People’s Republic of China for arbitration, and in accordance with the HKIAC’s arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon all parties hereto. This Agreement is governed by and interpreted in accordance with the laws of the People’s Republic of China.

IN WITNESS WHEREOF, Advertiser, 【】, Advertising Agency, Management Company and 【】 have executed this Agreement in five (5) counterparts by signing or affixing their seal thereon, and each Party shall keep one (1) copy.

Date:

A:

B:

C:

D:

E:
SERVICE AGREEMENT

No. :
Project :
Works :

This Service Agreement (“Agreement”) is made on ___________________________ by and between:

1. PT _______, a limited liability company duly established under the laws of the Republic of Indonesia having its registered address at ________________, in this matter is represented by _______ as Director and _________ as Director, and therefore is authorized to act for and on behalf of the company (hereinafter referred to as the “First Party”); and

2. B a limited liability company duly established under the laws of Republic of China, domiciled in Guangdong Province, having its registered address at ________________, in this matter is represented by __________ as Director, and therefore authorized to act for and on behalf of the company (hereinafter referred to as the “Second Party”).

The First Party and the Second Party are hereinafter individually referred to as the “Party” and collectively referred to as the “Parties”.

WHEREAS

A. The First Party is a limited liability company with its business activity as a property developer with its project located in ________________.

B. The Second Party is a limited liability company with its business activity to provide design consultancy services for Landscaping Works and External MEP works.

C. The First Party intends to appoint the Second Party to provide the Service and the Second Party agrees to provide such Service in accordance with Proposal ______________ as set out in Attachment 1 and shall be deemed as an integral part to this Agreement, to the First Party in accordance with the terms and conditions of this Agreement.

Based on the aforesaid matter, the Parties have agreed to enter into an Agreement with the following provisions:

CLAUSE 1
DEFINITION

1.1 In this Agreement, the following terms shall, unless the context otherwise requires, have the respective meanings as set out below (including any grammatical variations thereof):

“Affiliates” mean its affiliated company(ies), their employees, agent, and/or advisor.

“Commencement Date” means upon received of down payment or the date as stated under written confirmation and/or instruction issued by the First Party to the Second Party.

“Confidential Information” means any information related to the First Party and the First Party’s group companies which is not generally available to the public through no fault of the Second Party or its representatives, and Confidential Information includes but not limited to any business or development plan, customer and supplier lists and financial information.

"Corrupt Acts" shall have the meaning as stated in Clause 16.1 hereunder.

“Due Date” shall have the meaning as stated in Clause 6.3 hereunder.

“Fees” shall have the meaning as stated in Clause 4.1 hereunder.
“*Project*” means Samanea Mixed-Use development project located at Cikupa, Tangerang Regency as detailed in Attachment 1 of this Agreement.

“*Proposal*” means the proposal, quotation, qualification, bill of quantity, or any other documents offered by the Second Party to the First Party during the offering process for implementation of the Services.

“*Service(s)*” means the services to be provided during the Term by the Second Party to the First Party under this Agreement as specified in Attachment 1.

“*HKIAC*” means Hong Kong International Arbitration Centre.

“*Term*” means the period commencing from the Commencement Date and expiring on upon received of down payment till 10 March 2023 including defect liability period.

“*VAT*” means value added tax provided by the prevailing law and regulation regarding value added tax in the Republic of China.

“*Withholding Tax*” means withholding tax provided by the prevailing law and regulation regarding withholding tax in N/A.

1.2 For the purpose of the interpretation of this Agreement, unless the context otherwise requires:

a. a reference to any clause, paragraph or attachment is a reference to clause or attachment to this Agreement unless otherwise specified;

b. unless the context otherwise requires, words (including words defined in this Agreement) denoting the singular number only shall include the plural and vice versa; and each gender includes the neutral gender and other gender;

c. headings are for convenience only and shall not affect the construction and interpretation of this Agreement; and

d. any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted whether before or after the date of this Agreement and so far as liability thereunder may exist or can arise shall also include any past statutory provisions or regulations (as from time to time modified or re-enacted) which such provisions or regulations have directly or indirectly replaced.

**CLAUSE 2**  
**APPOINTMENT**

2.1 The First Party hereby appoints the Second Party to perform the Service and the Second Party hereby accepts the appointment to carry out the Service for the duration of the Term, subject to and in accordance with the provision of this Agreement and applicable laws, until such time as such appointment may be terminated as stipulated in Clause 14 of this Agreement.

2.2 During the Term, the Second Party shall have no right to sub-contract or delegate any other party to perform the Service in place or on behalf of the Second Party or assign its obligations under this Agreement, unless the following conditions are fulfilled:

a. prior written approval is obtained from the First Party; and

b. a copy of the appointment or assignment agreement with the other party must be forwarded to the First Party to be reviewed and approved prior to the appointment is effective.

2.3 The Second Party shall ensure that no conflict of interest may arise in connection with the performance of this Agreement by the Second Party and notify the First Party immediately if the Second Party deems that a conflict of interest may arise or has arisen.

**CLAUSE 3**  
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SERVICES AND DUTIES

3.1 Subject to the terms and conditions set out in this Agreement, the Second Party shall provide the Service during the Term.

3.2 The First Party may request changes that affect the scope of the Service, if the First Party requests any of such changes, the Parties shall then negotiate in good faith, a reasonable and equitable adjustment in the applicable fees.

3.3 The Second Party in performing its duties under this Agreement shall at all times be subject to any general oversight, supervision or control that the First Party may in its discretion wish to exercise.

3.4 The Second Party in performing its duties under this Agreement will exercise the standard of care, skill, prudence, and diligence as set forth or which can be reasonably expected in this Agreement. Where the Service require the Second Party to certify, decide or use discretion under any contracts between the First Party and a third party, the Second Party must act independently with professional skill and judgement.

3.5 The Second Party shall in good faith use its best effort to coordinate, study and/or support other consultant, vendor or any third party engaged by the First Party, response to any correspondences (e.g. site matters, providing solution, providing construction details and support, etc.) in writing within a reasonable time, so that the Project can be properly and timely developed.

CLAUSE 4
FEES OF THE SECOND PARTY

4.1 As the compensation of the Service to be performed by the Second Party, the Parties agree and acknowledge that First Party shall pay to the Second Party in total amount of _______ (including VAT) (“Fees”).

4.2 The fee for each phase and/or stage of Service to be provided shall be payable partially in direct proportion to the Service provided for each phase and/or stage and shall be paid in full upon completion of each phase and/or stage provided always the relevant phase and/or stage has been activated for construction and fully awarded to contractor.

4.3 The Second Party shall send the invoice for the provision of the Service to the First Party at the address set forth in this Agreement.

4.4 If the Second Party intends to charge the First Party with any of reimbursable expenses or out of pocket expenses, which are excluded from the Fees, the Second Party shall have prior written approval from the First Party and the First Party reserves the right to ask for all evidences of such reimbursable expenses or out of pocket expenses from the Second Party in any invoices issued by the Second Party to the First Party.

4.5 The Parties agree that the Fees will be paid by the First Party to the Second Party’s bank account as follows:

Account Holder Name  :
Account number  :
SWIFT Code  :
Bank Name  :

CLAUSE 5
PAYMENT TERMS

5.1 The Parties agree that the payment of the Service will be done with the terms as stipulated in Attachment 1 of this Agreement.

5.2 The Second Party shall issue the invoice, tax invoice and such other documents, vouchers and receipts as shall be necessary for calculating and verifying the sums specified and the Service completed,
unless such documents have already been provided before the invoice is issued, and the First Party shall
have the right to review and approve it within 14 (fourteen) days after the date of all documents are
received by the First Party. All invoices are deemed approved and accepted unless disputed in writing
within the said 14 (fourteen) days period.

5.3 Invoices shall be paid within 30 (thirty) days after the complete invoice and tax invoice are received
and approved by the First Party as referred to in Clause 5.2 above (“Due Date”).

5.4 In the event the Second Party has not received the payment upon the Due Date, the First Party has
a grace period within 30 (thirty) days upon such Due Date.

CLAUSE 6
TERM OF SERVICE

6.1 The term of the implementation of the Service under this Agreement commencing from Commencement Date.

6.2 If the Parties wishes to extend this Agreement, the Party that intend to extend the Term shall notify
in writing the other Party no later than 14 (fourteen) days before the end of the Term. The extension of
this Agreement shall be made in a written agreement.

CLAUSE 7
NOTIFICATION

Any notices, requests, demands or other communications to or from the respective Parties shall be in
writing in English and may be delivered by hand (including by international express courier against
written receipt). The initial address of each Party is set out hereunder.

FIRST PARTY
Address :
Phone number :
Facsimile :
Email :
Attn. :

FIRST PARTY
Address :
Phone number :
Facsimile :
Email :
Attn. :

CLAUSE 8
LANGUAGE

This Agreement is prepared in English. The Parties agree to prepare other language version of this
Agreement that are consistent with the English version whenever is necessary at the cost of the Second
Party. In the event of any inconsistency between English and other language version of this Agreement,
the English shall prevail and other version shall be deemed to be amended to conform with and to make
the relevant version with the relevant English. The translation of the documents and drawings shall be
done by professional translation at Party B own expenses.

CLAUSE 9
INTELLECTUAL PROPERTY RIGHTS

9.1 All information provided by the First Party shall be and remain the property of the First Party and/or
its Affiliates.

9.2 The Second Party shall immediately inform the First Party in the event that the Second Party is
aware of any infringement of the First Party’s copyright, trademarks and/or patents by any third party.
9.3 By signing this Agreement, the Parties agree that all the work result of the Second Party’s Service, including but not limited to all calculation, drawings, underlying works and other intellectual property rights attached to the work result of the Second Party’s Service are hereby irrevocably transferred and assigned to and legally by law fully owned by the First Party, therefore the First Party has the right to utilize the work result of the Second Party’s Service in any form at the First Party’s sole discretion for an unlimited period of time without the First Party being obliged to pay to the Second Party or to other parties in the form and/or any form related to the use of the work result of the Service including but not limited to civil and criminal claims, relating to the irrevocable assignment of such intellectual property rights. Upon the termination or completion of this Agreement, the Second Party shall furnish the First Party with all the work result of the Service promptly. The Second Party shall, at the request of the First Party, execute any further documents required to implement or enforce such assignment and transfer to the First Party.

9.4 The Second Party agrees that without the First Party’s prior written consent, it shall not generate any publicity, news release or announcement concerning its engagement or use the name of the First Party, its logos or trademarks in advertising or promotional materials.

CLAUSE 10
REPRESENTATION AND WARRANTIES

10.1 The First Party represents and warrants that:

a. is a limited liability company duly organized and validly existing under the laws of the Republic of Indonesia and fully qualified and empowered to carry on its business in the Republic of Indonesia; and

b. has the power to enter into this Agreement and to perform its obligations hereunder and has taken all necessary corporate or other actions which are deemed necessary to authorize the execution, delivery and performance of this Agreement.

10.2 The Second Party represent and warrant that:

a. is a limited liability company duly organized and validly existing under the laws of its origin country and fully qualified and empowered to carry on its business under this Agreement;

b. has the power to enter into this Agreement and to perform its obligations hereunder and has taken all necessary corporate or other actions which are deemed necessary to authorize the execution, delivery, and performance of this Agreement;

c. the execution, delivery and performance of this Agreement shall not exceed the power granted to the Second Party by, or violate (a) any applicable laws and regulations; (b) the articles of association of the Second Party; (c) any instrument, contract, document or agreement, to which the Second Party is a party or by which the Second Party is bound;

d. the Second Party owns every licenses, permits or approvals required to provide the Service; and

e. no insolvency event or material litigation has occurred, is occurring or is reasonably expected to occur in respect of the Second Party.

CLAUSE 11
CONFIDENTIALITY

The Parties agree that all information contained in this Agreement constitutes Confidential Information and each Party may not disclose such information to any third party even if this Agreement is terminated, except if agreed by the other Party and take reasonable steps to protect the secrecy of the Confidential Information. However, the said confidentiality shall not apply to any information or knowledge in which (i) a Party may prove that it has such information or such knowledge which has been legally obtained before it was revealed by the other Party, (ii) has been publicly known by the public and not as result of a violation of any laws, (iii) has been publicly known not as a result through any fault of the Party, (iv) is obliged to be disclosed as a result of a subpoena or court order or government body (with
the condition that a Party has notified the other Party in writing of such order within 3 (three) business days after acknowledging the said order and has been given the chance to file an objection or other action), or (v) was disclosed in relation to a litigation process among the Parties in this Agreement.

**CLAUSE 12**

**FORCE MAJEURE**

12.1 The “Force Majeure” hereunder means any events or cause beyond the control of the Parties hereto, which they could not reasonably have foreseen and guarded against and not as a result of default or mistake by the Parties hereto, including, but not limited to, delay caused by armed conflict, strike, action of civil or military authorities, fires, floods, earthquakes, national disaster, pandemic and other natural disaster and government restrictions.

12.2 Neither Party shall be liable to the other for failure of or delay in the performance of its obligations that result from a Force Majeure.

12.3 In the event of a Force Majeure, the party affected by such Force Majeure shall inform the other party in writing within 7 (seven) days after the performance of its obligation under this Agreement is impacted or delayed. If such Force Majeure continues for a period of 30 (thirty) days or more, then with the written approval of the Parties, this Agreement may be terminated.

**CLAUSE 13**

**EVENT OF DEFAULT**

13.1 Any of the following events shall constitute an event of default under this Agreement:

a. Failure to make payments within the timelines (including any grace period) set forth hereunder;

b. There is a material violation of or non-compliance with or non-fulfillment of any terms of this Agreement (including inability to provide the Service) and the same continues for 14 (fourteen) days after the receipt of written notice to remedy such violation from the affected Party to the violating Party; and/or

c. A Party hereto is suffering from bankruptcy, liquidation, insolvency, encumbrance and/or seizure of its substantial asset and other critical events.

13.2 In the event of default as mentioned in Clause 13.1 above, the affected Party hereto reserves the right to unilaterally terminate this Agreement upon serving 14 (fourteen) days prior written notice to the violating Party which has committed an event of default under Clause 13.1, without any further decision of local district court, without prejudice to any other rights of the affected Party.

13.3 In the event that this Agreement becomes null and void, a reasonable calculation shall be made in order to settle any outstanding rights and obligation of either Party to the other.

**CLAUSE 14**

**TERMINATION**

14.1 The First Party reserves the right to suspend all or part of the Service or terminate this Agreement at any time by giving 30 (thirty) days written notice in advance to the Second Party. In the event of such termination, the First Party shall only be liable for any compensation or fees that may be due to the Second Party or accrued up to the termination date of this Agreement for the parts of Service completed satisfactorily according to this Agreement up to the termination date of this Agreement.

14.2 The Second Party may, by giving 30 (thirty) days written notice in advance to the First Party to terminate this Agreement upon the occurrence of any of the following circumstances: (a) when 30 (thirty) days after the Due Date, the First Party fails to settle such invoice according Clause 4 and 5 of this Agreement; or (b) when the Project has been suspended not as a result of default of the Second Party for more than 182 (one hundred eighty two) days. In the event of such termination, the First Party shall only be liable for any compensation or fees that may be due to the Second Party or accrued up to the termination date of this Agreement for the parts of Services completed satisfactorily according to this Agreement up to the termination date of this Agreement.
CLAUSE 15
FAILURE OF SERVICE

15.1 The Second Party shall provide the Service timely in order to meet the work programme and timetable of the Project.

15.2 If the Second Party fails to provide any part or all of the Service in accordance with this Agreement and/or the work programme and timetable of the Project, the Second Party shall take all practicable steps to remedy such delay and failure.

15.3 If the Second Party fails to remedy such failure within 7 (seven) days after receiving written notice from First Party, then First Party may adjust the invoice by referring to the work progress of the Second Party and/or terminating this Agreement, without prejudice to any other rights of the First Party.

CLAUSE 16
ANTI-CORRUPTION, BRIBERY, AND BUSINESS ETHICS

16.1 The Second Party acknowledges that First Party is subject to anti-bribery and anti-corruption laws and internal policies and procedures prohibiting such conduct in accordance with the applicable laws and regulations. Each Party undertakes that (i) itself, its directors, officers and employees have not and shall not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage of any kind in any way connected with the contract ("Corrupt Acts"), (ii) it shall take reasonable measures to prevent sub-consultant, agents or any other third parties from engaging in Corrupt Acts, and (iii) it is subject to and compliant with Anti-Corruption Laws, codes of professional conduct, and/or its own internal policies and procedures prohibiting Corrupt Acts or such similar conduct.

16.2 The Second Party shall avoid all Corrupt Acts and all other kinds of fraud activity, misdirection, unethical, also intentional negligence, and mistakes that could harm the reputation or marketing of the products of the First Party, and any activity that is inappropriate to the public interest.

16.3 The Second Party with its best efforts shall maintain and increase the Project’s reputation and brand of the First Party.

CLAUSE 17
GOVERNING LAW AND DISPUTE SETTLEMENT

17.1 This Agreement shall be arranged and interpreted based on the laws of the Republic of China.

17.2 All disputes, controversies or differences which may arise between the Parties out of or in relation to or in connection with this Agreement, or for the breach thereof, shall be decided amicably by both Parties.

17.3 If such dispute, controversy or difference cannot be settled within 30 (thirty) days, the matter shall be finally settled by arbitration in English language in Singapore and shall be conducted in accordance with the SIAC rules and this Agreement. The tribunal shall consist of a single arbitrator appointed in accordance with the SIAC rules. The award of SIAC shall be final and shall be enforceable in any court of competent jurisdiction and the Parties agree not to seek relief from the award in any court. The expenses of arbitration shall be borne in accordance with the determination of SIAC with respect thereto.

CLAUSE 18
MISCELLANEOUS

18.1 Matters not provided under this Agreement shall be governed by mutual agreement between the Parties as an amendment or addendum and form an integral part of this Agreement.

18.2 This Agreement consists of 4 (four) original copies as written herein together with the appropriate duty payable, and with each copy to have equal force of law.
18.3 Any initial or reasonable terms and conditions shall survive a cancellation or termination of this Agreement or shall also be deemed to survive.

18.4 This Agreement substitutes the provisions as stipulated in the Proposal except for technical matters for implementation of the Service stated in the Proposal or as further stipulated, attached or agreed in this Agreement. In the event of any conflict between this Agreement and Proposal, the terms in this Agreement shall prevail.

18.5 No waiver of any provisions of this Agreement shall be valid unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced. A waiver or consent given by a Party on any one occasion is effective only in that instance and shall not be construed as a bar to, or waiver of, any right on any other occasion.

18.6 This Agreement (including the Attachments which are an integral part hereof) sets forth the entire agreement and understanding between the Parties and all prior oral and written agreements and understanding relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by either of the Parties hereto which is not embodied in this Agreement and none of the Parties hereto shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

IN WITNESS WHEREOF, this Agreement is executed on the date as stated above.

P

Name: ____________________________  Name: ____________________________
Title: ____________________________  Title: ____________________________

Name: ____________________________
Title: ____________________________
LETTER OF INTENT

Dear [卖方公司收件人],

[买方公司名称] ("Purchaser"), we hereby express our interest to enter into negotiations with you, as [卖方公司收件人职称] of [卖方公司名称] ("Seller") in respect of the possible acquisition (the "Proposed Acquisition") of [卖方拟收购资产名称] located at: [资产地址] ("Property").

The Sellers and the Purchaser are hereinafter referred to collectively as the “Parties” and individually as a “Party”.

The purpose of this letter (the Letter of Intent) is to express the interest of the parties to further discuss on the Proposed Acquisition on a non-exclusive basis, hoping to reach an MOU of the Proposed Acquisition.

The possible MOU shall set forth the principal terms of the Proposed Acquisition and provides an overall description of the Property confirmed by the Seller, including but not limited to the title, tenancies, insurance, disputes of the Property or other encumbrances on the Property, as well as the present state and condition of the Property. Details of the other terms and conditions of the Proposed Acquisition shall be discussed during the negotiation of the possible Legal Documents (Final Sales Agreement) between the parties.

1. Main parties during the sale & purchase of the Property
   Seller: [卖方公司名称].
   (Address: [卖方公司地址])
   Purchaser: [买方公司名称].
   (Address: [买方公司地址])

2. Due Diligence
   The Purchaser intends to carry out a commercial, legal, financial, environmental, technical and tax due diligence relating to the Seller, the Property, and the development of the Property, as determined by the Purchaser in its sole discretion and to its full satisfaction (the Due Diligence). Upon the Parties signing the Non-disclosure Agreement regarding the Proposed Acquisition, the Purchaser shall have its employed professional agencies, including but not limited to lawyers and accountants, to conduct the Due Diligence which shall be performed within a period of 60 days (the Due Diligence Period).

3. Access to information
   The Seller shall make all of the existing documents in respect of the Proposed Acquisition (the Due Diligence Documents) available to the Purchase not later than 5 days after the Parties signing the Non-disclosure Agreement.

4. Confidentiality
   The Due Diligence Documents are subject to the confidentiality undertakings of the Purchaser defined under the Non-disclosure Agreement signed by the Parties on [签署日期].

5. Termination
   At the end of the Due Diligence Period, the Parties shall meet with a view to agreeing on further steps towards completion of the Transaction, provided that the Purchaser intends to sign an MOU regarding the Proposed Acquisition.
   If the Purchaser intends otherwise, this letter will cease to have effect at the end of the Due Diligence Period.

6. Costs and Expenses
   Each of the Parties shall bear its own costs and expenses in connection with the matters raised in this Letter of Intent.
7. **Rights of third parties**  
This Letter of Intent does not have exclusive effect on either of the Parties to prevent each of them to negotiate with any third parties regarding the Property or the Proposed Acquisition.

8. **Legal effect**  
Except for the Clause 3, Clause 4, Clause 5, Clause 6 and Clause 8 herein, nothing in this Letter of Intent shall be deemed to create or imply any obligation for either party hereto to enter into any contractual arrangements of any kind with any other party hereto or a third party.

9. **Warranty**  
The Seller shall guarantee the authenticity and validity of the Due Diligence Documents.

Yours faithfully,

________________________________________
Name
Designation:
Company Stamp
Date:

The terms and conditions contained in this LOI are accepted by:

________________________________________
Name:
Designation:
Company Stamp:

________________________________________
Name:
Designation:
Company Stamp:
FEE AGREEMENT FOR AGENT

THIS FEE AGREEMENT FOR AGENT ("AGREEMENT"), dated as of _______________________, by and between ____________________________________________, an LLC that is representing a buyer, and ____________________________________________, organized and existing under the laws of ____________________________________________ having its principal place of business at ____________________________________________ (the "Company"), and ____________________________________________ , a corporation organized and existing under the laws of ____________________________________________ having its principal place of business at ____________________________________________ (the "Agent").

Company:
Company Address:________________________________________
Company Representative:____________________________________

Agent:_____________________________________
Agent Address:_____________________________________
Agent Representative:_____________________________________

WHEREAS,
1. Agent has information and contact, and is willing to assist Company to establish a relationship with _________ for the Purchase. Company needs and requests the service and assistance of Agent to connect with _________ for the intended Purchase.
2. Company requests Agent to assist, work and provide service on behalf of Company to contact, negotiate, and confirm the purchase price with _________ for the intended Purchase.
3. Agent agrees to contact _________ and to negotiate the Price for the intended Purchase. Company acknowledges and understands that Agent’s information, records, experience, work and service is of great value which Company needs to makes its business decision relating the Purchase.
4. In return, the Company agrees to pay the Agent compensation for the information, records, experience, work and service of the Agent if any or all of the Purchase is made.

Therefore, the parties herein agree as follows:

1. Disclosures:

THE AGENT REPRESENTS THAT IT IS NOT A LICENSED SECURITIES DEALER, AND THAT THIS AGREEMENT IS NOT INTENDED FOR THE PURPOSE OF BUYING, SELLING OR TRADING SECURITIES.

THE AGENT IS NOT EMPLOYED OR CONTRACTED BY _________ TO SOLICIT INVESTMENT OR CAPITAL. AGENT DOES NOT, HAS NOT AND WILL NOT RECEIVE ANY FEE CONTINGENT ON THE SUCCESS OF THE PURCHASE.

THE AGENT REPRESENTS THAT IT IS NOT AN EXPERT IN MEDICAL SUPPLIES OR MEDICAL PROTECTIVE APPLIANCES, AND THAT IT OR ITS EMPLOYEES OR REPRESENTATIVES ARE NOT AND HAVE NOT BEEN PROVIDING ADVICE OR GUIDANCE REGARDING COMPLYING WITH FEDERAL, STATE, OR INTERNATIONAL LAWS ON MANUFACTURING, MARKETING, OR SELLING OF THE FACE MASKS, OR RESPIRATORS TO THE COMPANY OR ANYONE. AS SUCH, THE COMPANY HAS AGREED TO EXECUTE AN INDEMNITY AND HOLD HARMLESS AGREEMENT SIMULTANEOUSLY WITH THIS AGREEMENT.

2. Agent’s Compensation
(a). Definitions: All the ____________ products (all the kinds of ____________, etc), & all the products.

(b). Agent’s compensation: % of the total purchase amount of all the products from __________________ related & referral’s Sellers.

Name of Business: 
Bank: 
Bank Address: 
Routing Number: 
SWIFT CODE (International): 
Account Number: 

(c) Agent can from time to time change the instruction for the Company to wire or send the Entire Agent Compensation at Agent’s discretion provided that written notice and instructions are given to the Company.

(d) Agent shall have exclusive and sole discretion to pay for its own costs, expenses, fees and other expenditures related to its service and business to provide such service to the Company.

1. Limitation of Service.

This Agreement relates solely to the Agent’s services as an independent contractor in introducing and connecting the Company to prospective personnel, individuals, information and other contacts of _________________, negotiating purchase of ________________. 

There are no additional services that the Agent is required to perform to be entitled to the above compensation in the event the Purchase or any part of Purchase is made.

Other than negotiating the purchase, the Agent will not engage in any further transactional steps after the Company and _________________ sign a Purchase Agreement on behalf of the Company. Nor will the Agent provide the Company with information which may be used as a basis for such negotiations.

Upon connecting the Company and _________________, other than the above mentioned services, the Company shall be negotiating, discussing and dealing with all business terms and issues with _________________, including but not limited to manufacturing standards, industrial requirements, legal compliances, inspections, shipping, packages and other governmental requirements, codes and/or regulations.

The Agent will have no responsibility for nor will the Agent make recommendations concerning the terms, conditions or provisions of any agreement between the Company and the Purchase, including the manner or means of consummating the transaction.

2. Non-Circumvention.

At any time prior to the expiration of three years from the date of this agreement, it is expressly agreed that the identities of any individual or entity and any information, documents and records introduced and made available by the Agent to the Company shall constitute confidential information and the Company shall not directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by the Agent without the Agent’s prior consent and knowledge.

The Company must disclose to the Agent and keep the Agent informed of all discussions and negotiations it conducts Vine. The Company must provide the Agent courtesy copies of all written communications between itself and the Vine prior to the parties entering into a final agreement.
3. **Term; Termination.**

The term of this agreement shall be _______ (_______) year from the date hereof. In the event this Agreement is terminated with mutual agreement in writing, Company shall be obligated to pay the Entire Agent Compensation to Agent for any Letter of Intent or Purchase Agreement which is submitted and/or any execution of a contract which it enters into with a company and/or a contract relating to a Purchase of ________________ prior to the Termination of this Agreement.

4. **Entire Agreement.**

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations or warranties not set forth in this Agreement. Agent may assign this agreement, or delegate any of its responsibilities hereunder at its discretion. Any modification, amendment or waiver of any provision of this Agreement may be made only in writing signed by both parties.

5. **Governing Law.**

This Agreement shall be governed by, and construed in accordance with, the laws of ________________. The Company and Agent irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of ________________ and that venue shall be in the ________________ for any actions, suits or proceedings arising out of or relating to this Agreement. The Company and Agent agree not to commence any action, suit or proceeding relating to this Agreement except in such courts.

6. **Confidentiality.**

Parties agree that the terms and conditions of this Agreement are confidential between these signing parties and shall not be disclosed to any other parties unless necessary to effect its enforcement. Parties also agree that this is a material term to this Agreement.

7. **Attorney’s Fees.**

In the event any action is commenced to enforce and/or interpret any of the provisions of this Agreement, the prevailing party in such action shall be entitled, in addition to any other remedies, to recover reasonable costs and attorney’s fees.

8. **Time.**

Time is of the essence of this Agreement and each and every provision hereof. Any extension of time granted for the performance of any duty under this Agreement shall only be effective if in writing and signed by or on behalf of all parties to this Agreement and shall not be considered an extension of time for the performance of any other duty under this Agreement.
For and on behalf of: [Company Name]

Company Address:

Company Representative: [Name]

Date:

For and on behalf of: [Company Name]

Lawyer: [Law Firm Name], [Law Firm Address]

Law Firm Representative: [Lawyer Name]

Date:

For and on behalf of: [Agent Company Name]

Agent Address:

Agent Representative: [Agent Name] [Position]

Date:

For and on behalf of: [Company Name]

Lawyer: [Law Firm Name], [Law Firm Address]

Law Firm Representative: [Lawyer Name]

Date:
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made on [DATE] by and between

[BUYER NAME], a limited liability company organised and existing under the laws of the People's Republic of China, with its registered address at [ ] (hereinafter referred to as “Buyer”), and

[SELLER NAME], a limited liability company organised and existing under the laws of the People's Republic of China with its registered address at [ ] (hereinafter referred to as “Seller”).

Buyer and Seller shall hereinafter be referred to individually as a “Party” and collectively as the “Parties”.

Background

Buyer and Seller have conducted preliminary discussions regarding the proposed acquisition by Buyer of equity interest in [ ] (as described in more detail in 0, the “Company”). This MOU sets out the terms of the proposed transaction which have been agreed in principle by the Parties. This MOU is not exhaustive and is not intended to be legally binding on Buyer and Seller except as specifically set out herein.

1. Proposed Transaction

Subject to the terms and conditions of this MOU, Buyer agrees in principle to purchase from Seller, and Seller agrees in principle to sell to Buyer, all of the equity interest held by Seller ("Equity Interest") in the Company (the “Proposed Transaction”).

2. Purchase Price

Subject to the terms and conditions of this MOU and the Equity Transfer Agreement (as defined below):

2.1 The purchase price for the Equity Interest (the “Purchase Price”) will be calculated based on a valuation of the Company using the discounted cash flows method, in accordance with a formula to be agreed by the Parties in the Equity Transfer Agreement, and will be no lower than [RMB] [ ] and no higher than [RMB] [ ].

2.2 The Purchase Price has been set on the basis of the information provided by Seller to Buyer in respect of the Company to date.

2.3 The Purchase Price will be paid in cash as follows:

(a) 90% of the Purchase Price will be paid at closing; and

(b) to secure the full and timely performance by Seller of its obligations under the Equity Transfer Agreement, at closing 10% of the Purchase Price will be deposited in escrow with an escrow bank mutually agreed by the Parties for a period of 12 months following closing on escrow terms and conditions mutually agreed by the Parties.

3. Due Diligence

3.1 Promptly following the signing of this MOU, Buyer and its advisers will conduct a comprehensive due diligence investigation of the assets, business, operations and financial condition of the Company and each of its subsidiaries listed in 0 (“Subsidiaries”), including the legal, accounting, financial, commercial, technical and taxation aspects thereof.
3.2 Seller and its advisers will cooperate fully with the due diligence investigation to be conducted by Buyer and its advisers and will

(a) provide full, accurate and timely responses to all due diligence enquiries from Buyer and its advisers, and

(b) provide full and timely access to all information, records and key senior management personnel of the Company and its Subsidiaries.

4. Equity Transfer Agreement

4.1 Promptly following the signing of this MOU, Buyer and Seller will commence negotiation of a legally binding equity transfer agreement (the “Equity Transfer Agreement”). Buyer will prepare the initial draft of the Equity Transfer Agreement.

4.2 The Equity Transfer Agreement will include the material terms set out in this MOU (as the same may be revised or supplemented through the agreement of the Parties) together with such other terms, conditions, covenants, and warranties as are customary for transactions in the People's Republic of China similar in nature to the Proposed Transaction.

5. Conditions

5.1 The Proposed Transaction is subject to the following conditions:

(a) Buyer having completed its due diligence investigation of the Company and its Subsidiaries, and the results of such due diligence investigation being satisfactory to Buyer.

(b) The Parties having executed the Equity Transfer Agreement in the agreed form, and all conditions to closing as set out in the Equity Transfer Agreement having been satisfied or waived in accordance with the terms thereof.

(c) All necessary corporate approvals in respect of the Proposed Transaction having been duly obtained by Buyer and Seller.

(d) All necessary government or third-party approvals or consents for the Proposed Transaction having been duly received in form and on terms satisfactory to Buyer and such approvals and consents remaining in full force and effect.

(e) The Company being issued a new business licence and change registration, in connection with the Proposed Transaction.

(f) No breach having occurred in relation to Seller’s warranties or any other material breach of the Equity Transfer Agreement by Seller entitling Buyer to terminate the Equity Transfer Agreement.

(g) No material change having occurred which has or could be expected to have a material adverse effect on the Company.

6. Transaction Schedule

6.1 The Parties intend to proceed as quickly as possible with the Proposed Transaction. Buyer and Seller will negotiate in good faith with a view to executing the Equity Transfer Agreement within [60] days after executing this MOU and completing the Proposed Transaction on or before [    ].
6.2 Buyer may terminate negotiations in relation to the Proposed Transaction at any time prior to the execution of the Equity Transfer Agreement without giving a reason for doing so and without incurring any liability to Seller as the result of such termination.

7. Exclusivity

7.1 In consideration of Buyer’s investment of time and resources in connection with the Proposed Transaction, Seller undertakes that during the Exclusivity Period (as defined below):

(a) Seller will not terminate this MOU;

(b) no member of the Seller Group (as defined below) will directly or indirectly engage in any negotiations or discussions, or enter into any agreement or understanding, with any third party with respect to the proposed acquisition and sale of all or any significant part of the assets or equity interest of the Company in any form whatsoever; and

(c) immediately following the execution of this MOU, Seller will terminate any pending or prospective negotiations or discussions with any third party in respect of any such transaction.

7.2 Seller acknowledges that Buyer will incur significant fees, expenses and costs in reliance on this Clause 7. Accordingly, if Seller or any other member of the Seller Group breaches the undertakings set out in this Clause 7, Seller will indemnify Buyer against all fees, expenses and costs incurred by Buyer in connection with the Proposed Transaction both prior to and after the date of this MOU.

7.3 For purposes of this Clause 7:

7.4 “Exclusivity Period” means the [60]-day period starting from the date of this MOU.

7.5 “Seller Group” means Seller and the Company and the Subsidiaries, together with their respective affiliates, shareholders, officers, directors, employees, representatives, agents and advisors.

8. Confidentiality and Announcements

8.1 The existence and content of this MOU is confidential to the Parties and their representatives and is subject to the [Non-Disclosure] Agreement entered into between Buyer and Seller on [______]. Nothing in this MOU shall be deemed to modify or limit the provisions of such [Non-Disclosure] Agreement, which remains in full force and effect in accordance with its terms.

8.2 Neither Party shall make any announcement or disclosure concerning this MOU without the other Party’s prior written consent except as may be reasonably required by law.

9. Amendment of MOU

The terms and conditions of this MOU shall be amended only by mutual written agreement signed by the Parties.

10. Binding/Non-binding Clauses of MOU

The Parties acknowledge that, other than Clauses 7 through 15 (inclusive) which are binding on the Parties, this MOU does not constitute a binding or enforceable agreement or contract or create an obligation on the part of either Party to do any act either expressly referred to or contemplated by this MOU.

11. Assignment

Neither Party may assign in whole or in part any of its rights under this MOU to any third party without prior written consent from the other Party.
12. Costs

Except as otherwise provided under this MOU, each Party is responsible for its own costs incurred in performing the activities contemplated by this MOU.

13. No Consequential Damages

No Party is liable for any indirect, special or consequential loss or damage or any loss or damage due to loss of goodwill or loss of revenue or profit arising in connection with this MOU.

14. Effectiveness and Termination of MOU

14.1 This MOU shall come into force on signature by both Parties and shall continue in effect until the earliest to occur of:

(a) the execution of the Equity Transfer Agreement; or
(b) termination of this MOU by Buyer pursuant to Clause 6.2; or
(c) [60] days from the signing of this MOU.

14.2 The provisions of Clauses 8 and 12 through 15 (inclusive) of this MOU will remain in full force and effect notwithstanding such termination.

15. Settlement of Disputes

This MOU shall be governed by [the laws of the People's Republic of China]. In the event that any dispute between the Parties arising in connection with this MOU cannot be resolved within a period of [30] days on the basis of mutual consultation, then either of the Parties may refer such dispute to the court where [the Buyer] is located under the laws of the People's Republic of China.

IN WITNESS WHEREOF, each of the Parties hereto has caused this MOU to be executed by its duly authorised representative on the date first written above.

For and on behalf of [BUYER NAME]:

Signed __________________________  Name __________________________
Position __________________________

For and on behalf of [SELLER NAME]:

Signed __________________________  Name __________________________
Position __________________________
This Crossover Cooperation Agreement is made and entered into by and between:

(a) [___], with its principal place of business located at ___company address___ (hereinafter referred to as “Party A”); and
(b) [___], with company number whose registered office is ___company address___ (hereinafter referred to as “Party B”).

Whereas:

(a) Party A designs, manufactures and sells [], directly or indirectly, throughout the world.

(b) Party B promotes and sales products through different channels throughout the world, and possesses a leading global lifestyle brand.

(c) Both parties are well-known in fashion industry because of their products, brands and reputation, and they are willing to design, manufacture, promote and sell crossover collection products together.

Therefore, in light of the above preamble, which forms an integral part of this Agreement, the parties hereby agree to the following terms and conditions:

1. Interpretation

1.1 In this Agreement, unless the context otherwise requires:

1.1.1 “Agreement” means this Crossover Cooperation Agreement and Supplementary Agreement (if any).

1.1.2 “Confidential Information” means any and all information that is disclosed by one Party to the other Party and that relates to a Party’s business or the Parties’ business relationship hereunder (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such), including, but not limited to, information concerning finances, products, services, intellectual property rights, customers, costs, suppliers, distributors and partners.

1.1.3 “Design” means all aspects of appearance of the Products, which are confirmed by both parties and comprise the cut, colour, style, pattern, image and other relevant elements.

1.1.4 “Design Works” means the design services and tasks to be performed by Party A as detailed in this Agreement.

1.1.5 “Products” means the crossover collection products, which may contain [] or/and any other products as confirmed by both parties.

1.1.6 “Collection” means [___] x [___] COLLECTION. Unless otherwise agreed by both parites, this Collection includes [___] series, which contain [___] sku in total.

1.1.7 “Celebrity gifting” means a finished good or prototype of the future Products, given by Party A to Party B for promotion purpose.

1.1.8 “Trademarks” means all trademarks, service marks, logos, brand names, trade names, domain names and/or slogans possessed by either party and may be used by or in connection with Products under this Agreement from time to time (whether registered or unregistered).

1.1.9 “Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and Intellectual Property Right means any one of the Intellectual Property Rights.

1.1.10 “Unit” means one of the Products manufactured by Party B.

1.1.11 “Incoterms” means the standard-terms of carriage issued by the International Chamber of Commerce known as“ Incoterms[]”.

1.1.12 “Pick-up Point” means the location confirmed by both parties for the Party B to pick up the Products.

1.1.13 “Project” means this crossover cooperation project between both parties.
1.2 Except where the context otherwise requires, words denoting the singular number shall include the plural and vice versa; words denoting any gender include all genders; words denoting persons include firms and corporations and vice versa.

1.3 Clause headings are for ease of reference only and do not affect the construction of this Agreement.

2. Duration of Cooperation
Both parties hereby consent the duration of this agreement is [ ] year(s), from____________ to____________. Within this duration, both parties are subject to this agreement. If both parties determine to have further cooperation, further cooperation agreement shall then be stipulated separately 30 days before the end of this duration.

3. Rights and Obligations
3.1 The Design of the first batch of the Products is approved by both parties and listed in Appendix 1, [ ] LINE SHEET.

3.2 If both parties are willing to enrich the Design of the Products, both parties’ right and obligation regarding to the corporation in Design phrase are as follows:
3.2.1 Party A shall provide the Design Works in accordance with the reasonable standard of skill, care and diligence generally exercised by the design profession subject to any financial, physical, time or other constraints imposed by cooperation or reasonably resulting from the nature of the engagement.
3.2.2 Both parties shall communicate and achieve a mutual agreement on the design concept and cooperation objectives.
3.2.3 Once Party A provide the first design drawing copies to Party B, Party B shall give feedbacks and suggestions (if any) to Party A within 2 working days upon receiving the design drawing. Both parties shall communicate friendly and decide the final draft of design drawing.
3.2.4 Party A shall provide full copies of the completed design drawing copies to Party B once full design payment has been made and the design drawing has been approved by both parties.
3.2.5 Once the design drawing is approved by both parties, neither party may make any material change to design drawing unless with the other party’s written approval.
3.2.6 All Intellectual Property Rights (registered or unregistered) in the Design Works and design drawings, which are provided by Party A to Party B in accordance with this Agreement (with the exception of any pre-existing Intellectual Property Rights in materials supplied by the parties) shall remain the property of Party A. In case that such Intellectual Property Rights are unregistered, without advanced written approval by Party A, Party B shall not register or assign any third party to register such rights. Otherwise, after such rights have been registered, Party B shall transfer the ownership to Party A free of charge and compensate for any loss or damage caused to Party B, if any.

3.2.7 Party A warrants that:
(1) The pre-existing Intellectual Property Rights in materials supplied by Party A is owned by Party A or lawfully authorized; and
(2) Party A is fully entitled to use those materials without restriction, for the purposes of this Agreement.
3.2.8 Party B warrants that:
(1) The pre-existing Intellectual Property Rights in materials supplied by Party B to Party A is owned by Party B or lawfully authorized; and
(2) Party B is fully entitled to use those materials without restriction, for the purposes of this Agreement; and
(3) Party B hereby authorize Party A to use the materials and the pre-existing Intellectual Property Rights to perform the obligations of this Agreement; and
(4) Party B ensures that the Design Works and all design drawing (complete or incomplete, in part or in whole) provided by Party A will not be altered in any way, at any time, without prior written consent from Party A.
(5) Party B ensures that the Design Works and all design drawing (complete or incomplete, in part or in whole) provided by Party A will not be used or reproduced in any other project, at any time, without prior written consent from Party A. If Party B is willing to use the Design Works for any other project or cooperation, it shall seek Party A’s advanced written consent.
(6) Party B ensures that Party A, as the designer, will be credited in any brochure, advertising material and other promotional materials relating to the Design Works, design drawing and the Products.

3.2.9 Unless otherwise agreed by both parties, both parties shall cooperate in preparing the advertising materials of the Products, which includes but is not limited to take photos for the Products, manufacture
brochures and organize promotional activities. All expenses and fees arising in promotion preparation shall be equally shared by both parties.

3.2.10 Both parties are able to use Products pictures, brochures and any other advertising materials to advertise and promote the Products. After the termination of this Agreement, both parties may still exhibit the Products’ pictures on their website or in their brochures for a record of cooperation or a product demonstration.

3.2.11 Party B acknowledges that Party A retains the right to:
(1) enter the Design Works into design competition or awards; and
(2) use the Design Works to advertise or otherwise promote the Party A and its designers’ work.

3.3 After Design drawing has been approved by both parties, both parties’ rights and obligations in promotion, manufacture and marketing phase shall be:
3.3.1 Party A shall take charge of Products promotion in the Mainland China and Party B shall take charge of Products promotion in the [__]. Both parties promise to use all suitable sales channels to maximize sales of Products and promote the crossover cooperation.
3.3.2 The Party A agree to provide and deliver [__] pairs of free celebrity gifting to Party B no later than (Date). The celebrity gifting shall only be used for promotional and marketing purpose.
3.3.3 Party B guarantees that after any third party accepts the free celebrity, if this third party is willing to post photos on his/her official account on social networking software and use tag function on the Products, he/she will include @[__].
3.3.4 Within the duration of this agreement, Party B guarantees that all [...] sunglass exposure will include credit to [...], including but not limited to the runway show on [Date].
3.3.5 Party B shall strictly follow instructions and introductions of products information provided by Party A or confirmed by both parties in design phase during product promotion and sales activities.
3.3.6 Each order for Products shall constitute a separate contract, Party B shall follow rules and regulations of this Agreement, ensure the accuracy of the orders, and provide Party A with any information which is necessary in order to enable Party A to fulfill the order. Party A shall not take any responsibility for Party B or any third party if any dispute is arising from the mistake or confusion of the orders.
3.3.7 Both parties undertake, unless otherwise agreed in written by both parties, and while this Agreement is in force, not to obtain its supplies of the Products from any third party other than the parties of this Agreement.
3.3.8 All third parties appointed by one party to undertake advertising and promotional activities in relation to Products shall be deemed to have contracted with such party and the party shall be liable to the third party in all respects.
3.3.9 Party A shall use its best efforts to provide Products with high quality in accordance with Party B’s orders’ instructions and the Design works as approved by both parties.

4. Orders and Delivery
4.1 Party B shall send a written notice through email to Party A with all necessary information regarding to the orders (Hereinafter referred as “Order Notice”) and make the full payment for the said order promptly.
4.2 Once Party A received the order and the corresponding whole payment, the order becomes valid and Party A will deliver the ordered Products within days thereafter.
4.3 Both parties agree that the Pick-up Point of the Products is ________________, or any other address as assigned in the United States by both parties from time to time.
4.4 Risk of loss and damage shall pass to the Party B upon Party B’s inspection and acceptance on Pick-up Point. Title shall pass to the Party B upon payment in full. Any loss, damage or extra fee due to the delay of accepts shall be borne by Party B.
4.5 Since it normally takes 7 days for delivering the Products from the manufacture place to the Pick-up Point, Party B shall place the order and make the full payment at least 10 days before the arrival required date.

5. Price, Payment and Expenses
5.1 The wholesale price and the suggested retail price for the Products are listed in Appendix 1, [__] LINE SHEET. Both parties agree that the quantity of first batch Products will be [__] pair of glasses.
5.2 Party B may set up the price on its own discretion when selling the Products, however, the said price in no circumstance may be lower than the wholesale price as listed in the Appendix 1.
5.3 In accordance with this Agreement, Party B enjoys a discounted price for the Products from the Party A, which is equal to [__]% off the wholesale price of certain Products. Meanwhile, Party B will receive
% of the profit of the sales of Products on all Party A’s sales channels, which include Party A’s TMALL shop in Mainland China.

5.5 The delivery expense shall be borne by ___, any custom, if any, shall be borne by ___.

5.6 All payments due under this Agreement shall be made by bank wire transfer and the bank account information of Party A shall be: ___________________________; and the bank account information of Party B shall be: ___________________________. If either party is willing to use another account to receive the payment, the party shall inform the other party in written at least ten days before the change. Otherwise, the party who amends account information shall bear the relevant losses and consequences, if any.

5.7 In the event of termination of this Agreement for any reason, for the orders confirmed and affected before the termination date, both parties shall continuingly perform the effect orders under this Agreement.

6. Defective Units
6.1 The Party A shall provide Products in accordance with requirements of the Party B’s orders and the Design Works.
6.2 The Party B shall perform the inspection within 2 working days upon the delivery day and report defect promptly, if any, to the Party A as soon as possible. Any report made thereafter will not be accepted.
6.3 The Party A shall promptly arrange inspection after receiving the report. If the inspection shows that the reported Products are defective due to the Party A’s responsibility, the Party A shall replace or credit the defective Unit as soon as possible.

7. Confidentiality
7.1 Unless otherwise agreed to in advance, in writing, by the disclosing party or except as expressly permitted by this Agreement, the receiving party will not, except as required by law or court order, use Confidential Information of the disclosing party or disclose it to any third party for the duration of this Agreement and for a period of three (3) years thereafter.

7.2 The receiving party may disclose Confidential Information of the disclosing party only to those of its employees or contractors who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee or contractor, such employee or contractor shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement.

7.3 In any event, the receiving party shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees or contractors.

7.4 The receiving party shall use the same degree of care to avoid disclosure of the disclosing party’s Confidential Information as the receiving party employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

7.5 Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon the disclosing party’s earlier request, the receiving party will deliver to the disclosing party all of the disclosing party’s property or Confidential Information in tangible form that the receiving party may have in its possession or control. The receiving party may retain one copy of the Confidential Information in its legal files.

8. Intellectual Property Rights
8.1 Nothing in this Agreement shall be construed as granting any proprietary rights in favor of the other party of any pre-existing Intellectual Property Right owned or claimed to be owned by one party unless there is a written agreement signed by both parties separately.

8.2 Neither party may do any act or omit to do any act, which might prejudice any pre-existing Intellectual Property Right of the other party; shall not alter, remove and tamper with any sign and symbol of the other party’s pre-existing Intellectual Property Rights used on or in relation to the Products; shall not alter, remove and tamper with any sign and symbol of the Intellectual Property Right created in Design Works or in Design phase.

8.5 Neither party may use the other party’s Trademarks in any way which would tend to allow any of them to become generic, lose their distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of the other party.
8.6 Either party shall immediately and fully notify the other party of any actual, threatened or suspected infringement of any Intellectual Property Rights of the other party, which comes to this party’s notice.

9. Termination
9.1 If both parties are not willing to negotiate for further cooperation before the termination date or no agreement has been made successfully during the last 30 days, this Agreement shall be terminated automatically upon the said termination date.

9.2 Termination for Material Breach. Either party may terminate this Agreement by giving an advanced written notice of such termination to the other Party in the event of a material breach by the other Party. “Material breach” shall include: (i) any violation of the terms of Articles 4,5,7,8; (ii) any other breach that a Party has failed to cure within thirty (30) calendar days after receipt of written notice by the other Party, (iii) an act of gross negligence or willful misconduct of a Party, or (iv) the insolvency, liquidation or bankruptcy of a Party.

9.3 Termination without cause. This Agreement may be terminated by either party at any time for any reason by giving a written notice of such termination to the other party sixty (60) calendar days beforehand.

9.4 Effect of Termination.
9.4.1 Upon termination of this Agreement, both parties shall still fulfill their obligation complying with the valid orders and the stipulation of Article 7, 8;
9.4.2 Both parties may continually sell the ordered Products, however, neither party may manufacture the Products without the other party’s written approval.
9.5 In case there is any infringement happened within the duration of this agreement, the observant party may seek for remedy after the termination or rescission of this agreement. The default party shall pay for the observant party’s direct loss, reasonable indirect loss, litigation fee, arbitration fee, attorney fee and any other reasonable fees caused thereby.
9.6 If any party fails to pay any fee to the other party in accordance with this Agreement, the observant shall be entitled (without prejudice to any other right or remedy it may have) to: (i) cancel or suspend any further delivery to the default party under any order, which may base on any cooperation between both parties; (ii) charge an additional 1% of the overdue payment each day as liquidated damages and the amount of liquidated damages shall be no more than 20% of the overdue payment in total; (iii) claim for any loss or damages caused by the default party’s overdue payment, and (iv) terminate the agreement by issuing a formal written letter. These remedy measures can be used solely or multiply upon the observant party’s own discretion.

9.7 If the Party A fails to deliver the ordered Products in accordance with this Agreement, the Party B shall be entitled (without prejudice to any other right or remedy it may have) to: (i) cancel or suspend any delivery to the Party A under any order, which may base on any cooperation between both parties; (ii) suspend any further payment to the Party A under any order; (iii) charge an additional 1% of the total delayed order payment each day as liquidated damages and the amount of liquidated damages shall be no more than 20% of the total order payment in total; (iv) claim for any loss or damages caused by the Party A’s delay; and (v) terminate the agreement by issuing a formal written letter. These remedy measures can be used solely or multiply upon the Party B’s own discretion.

10. Force Majeure.
10.1 Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond the reasonable control of that party which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.
10.2 The Party, which is facing Force Majeure event, shall inform the other Party promptly upon the occurrence of said event to avoid any inconvenience or loss of the other party.
10.3 The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties’ respective obligations hereunder shall resume.
10.4 In the event the interruption of the excused Party’s obligations continues for a period in excess of one hundred and 180 calendar days, either Party shall have the right to terminate this Agreement upon 30 calendar days’ prior written notice to the other Party.

11. Independent Contractors.
It is understood that both Parties hereto are independent contractors and engage in the operation of their own respective businesses.
12. Assignment.
Neither Party may without written approval of the other assign this Agreement or transfer its interest or any part thereof under this Agreement to any third party except that a Party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning Party.

13. Notices
13.1 Since Wechat is an effective communicational platform and both parties use such platform to do daily commercial communication. Therefore, both parties hereby list the representatives’ Wechat account and the communication between listed Wechat account is official. Party A’s representative’s wechat account is ____________, and Party B’s representative’s wechat account is ____________.
13.2 The communicating email address of Party A is (__________) or any other email addresses as stipulated within this agreement or as approved by Party A from time to time. The communicating email address of Party B is (__________) or any other email addresses as stipulated within this agreement or as approved by Party B from time to time.
13.3 Any notice, consent, authorization, communication or approval required to be given under this Agreement shall be serviced by e-mail, wechat or first-class post to the addresses/email addresses/wechat account set out above or any other latest address/email address/wechat account as may be amended in the future. The Party, which makes amendment on addresses/email addresses/wechat account, shall inform the other Party in writing within 2 working days after the amendment has been made.
13.4 The service date of any notice, consent, authorization, communication or approval shall be the same date, if the service is made through email, wechat or by personal delivery, or 5th working days afterward, if the service is made by first class mail.
13.5 Any notice, consent, authorization or communication required to be given under this Agreement shall only be valid if given and signed on behalf of Party A by a person duly authorized by Party A and in the case of the Party B, if given and signed on behalf of the Party B by a person duly authorized by of Party B.

This Agreement shall be governed by and construed in accordance with the laws of [____]. If there is any dispute arising in related to this agreement, both parties shall settle the dispute through friendly negotiation. If the dispute cannot be settled through said measure, the dispute arising from or in connection with this Agreement shall be submitted exclusively to the court with jurisdiction in [____].

15. Miscellaneous Clause.
15.1 This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. In the event of any discrepancy between the provisions of the Crossover Cooperation Agreement and its supplementary agreements, the latest agreement shall prevail.
15.2 This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.
15.3 This Agreement will come into force after signed and sealed by authorized representative of both parties.
15.4 Faxed or emailed signed copies of this contract is binding for both parties, and have same legal force as originals.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Party A:

By: ____________________
Title: ____________________
Date: ____________________
The Company

<table>
<thead>
<tr>
<th>Name:</th>
<th>[INSERT COMPANY NAME]</th>
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<tbody>
<tr>
<td>Entity Type:</td>
<td>Limited Liability Company</td>
</tr>
<tr>
<td>Registration Number:</td>
<td>[SELLER TO INSERT]</td>
</tr>
<tr>
<td>Registered Address:</td>
<td>[SELLER TO INSERT]</td>
</tr>
<tr>
<td>Registered Capital:</td>
<td>[SELLER TO INSERT]</td>
</tr>
<tr>
<td>Registered Shareholders (and Equity Interest Held):</td>
<td>Seller is the legal or beneficial owner of [RMB][SELLER TO INSERT AMOUNT] of the registered capital of the Company, with the balance of the registered capital being legally or beneficially owned by the following: [SELLER TO INSERT NAME OF SHAREHOLDER] - [SELLER TO INSERT CURRENCY AND AMOUNT OF REGISTERED CAPITAL]</td>
</tr>
</tbody>
</table>

The Subsidiaries

Subsidiary 1

<table>
<thead>
<tr>
<th>Name:</th>
<th>[SELLER TO INSERT]</th>
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</thead>
<tbody>
<tr>
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<td>[SELLER TO INSERT]</td>
</tr>
<tr>
<td>Registration Number:</td>
<td>[SELLER TO INSERT]</td>
</tr>
<tr>
<td>Registered Address:</td>
<td>[SELLER TO INSERT]</td>
</tr>
<tr>
<td>Registered Capital:</td>
<td>[SELLER TO INSERT]</td>
</tr>
<tr>
<td>Registered Shareholders (and Equity Interest Held):</td>
<td>The Company is the legal or beneficial owner of [RMB][AMOUNT] of the registered capital of the Subsidiary, with the balance of the registered capital being legally or beneficially owned by the following: [SELLER TO INSERT NAME OF SHAREHOLDER] - [SELLER TO INSERT CURRENCY AND AMOUNT OF REGISTERED CAPITAL]</td>
</tr>
</tbody>
</table>

Subsidiary 2

<table>
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<tr>
<th>Name:</th>
<th>[SELLER TO INSERT]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entity Type:</td>
<td>[SELLER TO INSERT]</td>
</tr>
<tr>
<td>Registration Number:</td>
<td>[SELLER TO INSERT]</td>
</tr>
<tr>
<td>Registered Address:</td>
<td>[SELLER TO INSERT]</td>
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</tr>
<tr>
<td>Registered Capital:</td>
<td>[SELLER TO INSERT]</td>
</tr>
<tr>
<td>Registered Shareholders (and Equity Interest Held):</td>
<td>The Company is the legal or beneficial owner of [RMB][AMOUNT] of the registered capital of the Subsidiary, with the balance of the registered capital being legally or beneficially owned by the following: [SELLER TO INSERT NAME OF SHAREHOLDER] - [SELLER TO INSERT CURRENCY AND AMOUNT OF REGISTERED CAPITAL]</td>
</tr>
</tbody>
</table>
CONSORTIUM AGREEMENT

by and between:

....................................

....................................

....................................

.................................

.................................

and

....................................

and

....................................

DATE:
This Consortium Agreement (hereinafter referred to as “Agreement”) is made on [Date] at [Place]

BETWEEN:

[ ________________ ]; (a [ ______________ ] company with registered number [ __________ ]); whose registered office is at [ ______________ ] and represented by ______________ acting through a duly authorized power of attorney (the [ __________ ], and;

[ ________________ ]; (a [ ______________ ] company with registered number [ __________ ]); whose registered office is at [ ______________ ] and represented by ______________ acting through a duly authorized power of attorney (the [ __________ ],

[ ________________ ]; (a [ ______________ ] company with registered number [ __________ ]); whose registered office is at [ ______________ ] and represented by ______________ acting through a duly authorized power of attorney (the [ __________ ]

[ __________ ], [ __________ ] and [ __________ ] hereinafter referred to individually as “Consortium Member”/“Members” or collectively as “Consortium Members”/“Members”.

WHEREAS:

(a) the Consortium Members intend to form a Consortium and tender for the Project, and jointly implement the Project if successfully win the bid for the Project;

(b) the Consortium Members are willing to define the duty, rights and obligations of each member for good management of the Consortium for bidding and performance of work.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Article 1 Definitions and Interpretation

"Agreement" means this Consortium Agreement and any Annexures attached hereof.

“Authorized Representatives” is defined in Article 4.2.1.

"Consortium" means the temporary association of the Consortium Members established under this Agreement pursuing the objectives described in Article 2.1.

"Consortium Leader" is the Consortium Member ascribed in Article 2.2.

"Consortium Member" means any party to this Agreement as described hereinabove.

"Contract" means the contract for the Project to be entered into by the Employer and all Consortium Members or awarded by the Employer to all Consortium Members as the case may be.

“Day”, “Days” or “Date/s” mean, unless otherwise agreed, references to a 24-hour calendar day in the Gregorian calendar with "year" meaning 365 days under that calendar, unless it is a 366-day leap year. Periods of time are calculated from the day after receipt of the relevant instruction or other action requiring an activity to commence.

"Disagreement" means any difference between the Consortium Members arising out of or in connection with the Agreement that has not yet become a Dispute.

"Employer" is [ __________ ].

"Proposal" means the proposal to be submitted by the Consortium Members to the Employer for the Project bidding.
"Project" is [ ].

"Proportionate Value" is the percentage ratio of the value of the Scope of Work of a Consortium Member in proportion to the Total Value of the Work as specified in the Agreement.

"Scope of Work" is the part of the Work a Consortium Member has to perform pursuant to Annex 1 – Scope of Work.

"Site" is the piece of land where Work supplied under the Contract is to be erected and commissioned.

"Management Committee" is defined in Article 4.1.

"Total Value of the Work" is the Contract price as amended during the implementation of the Project.

"Work" means the supplies and services to be provided by the Consortium Members to the Employer pursuant to the Contract.

**Article 2 Formation of the Consortium**

2.1 The Consortium Members agree to form the Consortium to submit the Consortium Bid to the Employer when required and will if such bid is successful, negotiate a Works contract with the Employer with the duty and responsibility for the execution and implementation of the Project as defined hereof.

2.2 Consortium Leader

The Consortium Leader shall be [ ] who will have the power of attorney from all Consortium Members and bind all Consortium Members for and in conducting all business for and on behalf of the Consortium during the Bid Process and, if the Consortium is declared as the Selected Bidder, during the execution of the Project.

**Article 3 Participation / Allocation**

3.1 Scope and Allocation of Work and Value

Each Consortium Member shall have a scope of work setting out the extent and nature of his share of the Project (a “Scope of Work”). Each Scope of Work is as described and set forth in the Annex 1 hereto.

For the purpose only of identifying Proportionate Value of each Member as well as sharing in the costs of administration and co-ordination and payment of the change of bonds, guarantees and insurance premiums, the shares of the Participants in the Consortium shall be:

[ ________________ ]...................................%

[ ________________ ]...................................%

[ ________________ ]...................................%

3.2 Each Consortium Member shall provide all supplies and services and carry out all work required for proper fulfilment of its Scope of Work, irrespective of whether or not such work supplies and services are therein fully specified and described.

3.3 Profits and Losses

The Consortium Members do not intend to share the profits or losses of their joint performance of the Contract.

**Article 4 Consortium Management**

4.1 Management Committee
The overall management and control of the affairs of the Consortium (other than any matters falling solely within either party’s Scope of Work) shall be vested in a management committee (herein called the “Management Committee”).

4.2 Constitution of the Management Committee

4.2.1 The Management Committee shall be comprised of a minimum of one authorised representative of each Consortium Members (“Authorized Representatives”).

4.2.2 Each Consortium Member or either of its representatives may by notice in writing to the other Consortium Members appoint themselves alternatives to act in place of an absent representative.

4.2.3 Each Consortium Member may replace its representatives or alternates or revoke such appointments at any time by giving written notice to the other Participant.

4.2.4 The Authorised Representative of the Consortium Leader shall act as chairman of the Management Committee. The secretary appointed by the Management Committee shall be responsible for keeping the minutes of all meetings of the Management Committee.

4.2.5 Subject to the provisions of the Agreement to the contrary, each of the Consortium Members shall have one vote at the meetings of the Management Committee, irrespective of the number of its representatives present.

4.3 Decision Making and Management Committee Meetings

4.3.1 General Principle of Decision Making

Except where Articles 4.3.2 or 4.3.3 apply, at all meetings of the Management Committee, a quorum shall be [ ] persons consisting of one representative or alternate from each of the Consortium Members. Decisions will be made by the Management Committee.

Any representatives may call a meeting of the Management Committee by serving prior notice thereof on all the other representatives at least five working days in advance of the time and place of each meeting of the Management Committee unless all the representatives waive notice thereof.

The meetings shall normally be held at the site of the Project or either Member’s place of business or otherwise as mutually agreed. Decisions may also be reached by telephone, correspondence, telex or cable. All decisions arrived at by telephone shall be promptly confirmed in writing to every representative on the Management Committee by the Committee’s secretary.

The decision making shall require the unanimous consent of the Authorized Representatives, if not otherwise explicitly provided herein. Authorized Representatives shall not unreasonably withhold their consent.

4.3.2 If either Consortium Member fails to cause at least one of its representatives or alternates to attend at a duly convened meeting of the Management Committee the meeting shall be adjourned for two (2) working days and the Consortium Members shall immediately be notified by telex or email of such adjournment. If the non-attending Member fails to cause any representatives or alternates to attend at the resumed meeting other than as a result of causes beyond the control of that Member, then unanimous decisions taken by those present at such meeting shall constitute a valid decision of the Management Committee.

4.3.3 If any Consortium Member is in default under Article 9 then notwithstanding any other provision in this Article 4, such defaulting Member shall not be entitled to take part in any approval, action, step or proceeding with respect to the Consortium and the representatives or alternates of such defaulting Member shall have no right to participate in the voting at any meetings of the Management Committee and any decisions or actions to be taken by the Management Committee in its absence shall be deemed a valid decision or action of the Consortium.
4.3.4 Event of deadlock

In the event of a deadlock at a Committee meeting, the meeting shall be adjourned and shall reconvene not more than 3 Days later. In the event of a continued deadlock, the matter shall forthwith be referred, in writing, by the Chairman of the Management Committee to the chief executive officers of each of the Consortium Members or to another person of suitable standing and authority chosen by the respective Consortium Members who shall meet within 21 Days of the matter being referred to them. They shall work together in order to reach a unanimous decision which shall be binding on all Consortium Members, failing which the disagreement shall be referred to the agreed dispute resolution process.

However, in the event of a deadlock with the potential to severely delay or harm the Project, the Consortium Leader is empowered to make unilateral decisions binding on the other(s) provided that the impact and consequences of such unilateral decisions will be jointly examined by the collegial bodies in due course, and will necessarily be subjected to the agreed dispute resolution process as per Article 12.

4.4 Cost to Participate Management Committee

The costs incurred by each Participant in respect of its representative or alternate in the functioning of the Management Committee shall be borne by such Member and shall not be a cost chargeable to the Consortium.

Article 5 Consortium Bid

5.1 Form of Bid

The Consortium Bid shall be subject to Employer’s instructions and in such form and shall contain such terms and conditions as the Parties shall jointly agree.

5.2 Proposal Preparation and Contract Negotiation

The Consortium Members shall agree on the extent of their respective Scopes of Work including the interface between them so that taken together they comprise the whole Project. Then they shall each prepare a proposal for the cost and method of execution for their respective Scopes of Work. These proposals shall be discussed and agreed between the Consortium Members and then combined into the Proposal to be submitted to the Employer by the Consortium Leader.

5.3 The Consortium Members shall agree on the margin for profit and contingencies which shall be included by each Member in his price for his Scope of Work including for interface risks. Neither Member however will have any claim against the other if the agreed allowance for either profit or contingencies included in his price results in the event in his not earning the profit on his work which he had anticipated or in his making a loss. Each Member shall include in his price the proportion represented by his Consortium Share of the amount agreed between the Consortium Members to cover the total costs of the obligations of the Consortium Leader in respect of co-ordination and administration, (including the services of a Project Manager), bonds, guarantees and insurances.

5.4 Once the Proposal has been submitted neither Member may withdraw from the Consortium and if the Proposal is accepted without amendment by the Employer, each Member will be jointly and severally bound to the Employer and will sign a formal Contract with the Employer when required.

5.5 If the Employer calls for negotiation, it shall be held by the Consortium Leader under the direction of the Management Committee.

5.6 All costs incurred by each Member in connection with the preparation of the Proposal and the negotiation of the Contract shall be borne by that Member.

5.7 The Consortium Members hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other consortium constituted for the Project, either directly or indirectly or through any of their Associates.
Article 6 Performance of the Contract

6.1 In the event that the Consortium wins the bid and enters into the Contract with Employer, each Member shall perform its own Scope of Work in accordance with the terms and conditions of the Contract as if it had entered into a separate contract with the Employer covering the Scope of Work of the Consortium Member. Each Consortium Member shall provide all supplies and services required for the proper fulfilment of its Scope of Work, irrespective of whether or not such supplies and services are completely specified in Annex 1 – Scope of Work, and even if the incompleteness is attributable to insufficient information received from another Consortium Member.

Any supplies and/or services which are not allocated to any Consortium Member’s Scope of Work in Annex 1 – Scope of Work, but which are required for the performance of the Contract, shall be performed by the Consortium Member whose Scope of Work is primarily affected thereby or has the closest relationship thereto, irrespective of whether such supplies and/or services give an entitlement to an adjustment of the Contract price.

6.2 It shall be the sole and entire responsibility of each Member to perform or have performed at its own cost all the obligations assumed by it under the Contract and this Agreement. Each Member agrees that it will indemnify and hold harmless the others from all costs, expenses or liabilities incurred or imposed upon the others as a result of or in connection with its breach of the said obligations.

6.3 If a claim is made against the Consortium Members or either of them under the Contract or otherwise in connection with the Project, whether that claim is from the Employer or any third party, each Member shall be liable therefore as between themselves to the extent that it has caused the claim.

6.4 Notwithstanding anything else stated herein or in the Contract, the Consortium Members agree to act severally with respect to each other in the performance of the Contract and be solely responsible for the sufficiency of their own estimates of costs and time related to their own Scope of Work.

6.5 Each Consortium Member shall be under an obligation to the other Member to schedule, plan and execute its own Scope of Work in a manner such that it facilitates the work of the other Member and allows all Consortium Members jointly to fulfil the obligations to the Client assumed under the Contract in a timely and cost effective manner.

6.6 Each Consortium Member agrees that all contracts entered into by it with third parties in connection with its Scope of Work shall be expressed to be assignable to such other person as the Management Committee may appoint. This is only to enable a continuing Consortium Member to take over a defaulting Member’s contracts in order to ensure completion of the Contract.

6.7 [ ] shall be responsible for arranging any bonds or guarantees required in connection with the Contract. The cost of such bonds or guarantees (including the bid bond) shall be shared between the Consortium Members in proportion to the respective values of their Consortium shares. Each Consortium Member shall counter indemnify the bank or insurance company issuing bonds or guarantees in proportion to such values.

6.8 [ ] shall be responsible for coordinating arrangements for the provision of insurances as required by the Contract and as agreed by the Consortium Members to be necessary, and for the payment of premiums the cost of which will be shared by the Consortium Members in relation to their Consortium shares.

6.9 Project Coordination and Project Manager

6.9.1 Subject at all times to the direction and control of the Management Committee, the administration of the Contract and the affairs of the Consortium shall be co-ordinated by the Consortium Leader.

6.9.2 The Consortium Leader with the approval of the Management Committee shall appoint and pay for a project manager (hereinafter referred to as the “Project Manager”) who will be resident on or close to the site of the Project nominally for the whole duration of the Contract. The duties and authority of the Project Manager shall be determined by the Management Committee.
6.9.3 The Consortium Members agree that the duties of the Project Manager shall be generally limited to co-ordination, site organisation and liaison with the Employer and shall not extend to either Consortium Member’s management of it’s own Scope of Work.

6.9.4 The Consortium Leader may with the approval of the Management Committee and shall upon instruction from the Management Committee remove the Project Manager from office and shall in such case appoint, after approval of the Management Committee, another Project Manager proposed by the Consortium Leader in place of the one removed.

6.9.5 The cost of the co-ordination and administration of the Contract by the Consortium Leader including those for the Project Manager shall be shared between the Consortium Members in proportion to their Consortium Shares.

6.10 If the Employer calls for any variations in accordance with the terms of the Contract then all negotiations shall be co-ordinated and managed by the Consortium Leader on behalf of the Consortium Members affected by the variation, but that Consortium Member shall be responsible for the technical content and costing of the variation in the like manner as for his original Scope of Work.

6.11 Changes in the Work Allocation

Any changes in the allocation of the Work and any resulting consequences (for example relating to the Proportionate Values) shall be agreed upon by the Management Committee. Such agreement shall take the form of an amendment to Annex 1 – Scope of Work to this Agreement and shall be signed by the Consortium Members.

6.12 Any claims or requests by a Consortium Member for extra costs and/or time relating to its Scope of Work shall be prepared by the Consortium Member initiating such claims or requests and presented to the Employer by the Consortium Leader. If the claim affects the contractual obligations of the Consortium Member to the Employer then the substance of the claim shall be agreed by the Management Committee and shall be negotiated with the Employer in the same manner as the original Contract.

6.13 Subcontracting

Each Consortium Member may subcontract in its own name and on its own behalf part - but not the whole - of its Scope of Work unless the Contract provides otherwise. A Consortium Member subcontracting part of its Scope of Work shall remain fully liable for the performance of its Scope of Work and for all the acts and omissions of any subcontractor or sub-supplier.

Each Consortium Member shall be fully liable for the performance of any part of its share of the Project, or other Contract obligation, in respect of which it enters into any contract with a third party/parties (e.g. a subcontractor) and shall ensure that the all obligations due to, and enforceable by, all other Consortium Members shall include:

a) the requirement that such contracts enable fulfilment of the Contract, and;
b) that the other Consortium Member’s rights are the same as would have been the case had the contracting Consortium Member performed its share of the Project and/or those obligations itself.

6.14 Applicable laws, public permits and authorizations

Each Consortium Member shall be responsible for observing the laws applicable to it and/or its Scope of Work. Each Consortium Member shall be responsible for obtaining and maintaining all administrative permits, licences and other authorisations required for the performance of its Scope of Work, except those which are to be obtained by another Consortium Member pursuant to an explicit provision of this Agreement or by the Employer pursuant to the Contract. The Consortium Members which are not responsible for obtaining the respective authorizations shall reasonably assist the responsible Consortium Member in the process of obtaining such authorization.

Article 7 Accounts and Financials
7.1 Bank account

On behalf of the Consortium Members, the Consortium Leader, where required, is authorized and obliged to open and - together with one other Consortium Member - to operate a joint account, where all payments made by the Employer to the Consortium shall be made to such bank account. The Consortium Leader shall use best efforts to ensure that payments by the Employer under the Contract are effected through the joint account.

7.2 Bank Charges

Each Consortium Member shall bear the bank charges for handling the payments for its Scope of Work.

7.3 Invoicing

Each Consortium Member shall invoice the Employer directly to the extent permitted by the Contract and by applicable tax regulations and shall send copies of the invoices to the Consortium Leader. To the extent it is not permitted to send invoices directly to the Employer, each Consortium Member shall send invoices concerning its Scope of Work to the Consortium Leader, who shall invoice the Employer in accordance with the Contract.

7.4 Payment Claims

Payments received on the joint account and the Consortium Leader shall promptly forward them to the Consortium Members in proportion to the Work invoiced and performed. A claim against the Consortium Leader for payment may only be made after the Consortium Leader has received the relevant payment from the Employer. Withholding of payment, non-payment or partial non-payment by the Employer attributable to a Consortium Member shall be taken into account with respect to the payment claim by the respective Consortium Member.

7.5 Non-payment by Employer

The failure of the Employer to effect payments does not entitle any Consortium Member to suspend or reduce the performance of its Scope of Work unless such suspension or reduction is justified under the Contract or accepted by the Management Committee.

7.6 Financing

Each Consortium Member shall be responsible for any financing arrangements required for its Scope of Work and shall bear all costs connected therewith.

Article 8 Taxes

8.1 Tax Obligations

Each Consortium Member shall comply with all tax regulations concerning its Scope of Work at its own risk and expense and for its own account. In particular, each Consortium Member shall be responsible for preparing and submitting all necessary tax returns and tax payments, as legally required.

8.2 Value-Added Tax

If the Consortium is subject to sales or value-added tax, the relevant tax obligations shall be satisfied by the Consortium Leader on behalf of the Consortium.

Details of necessary procedures (with regard to invoicing procedure, tax declarations, documents and respective tax payments) will be agreed upon separately.

8.3 Taxation of the Consortium

It is the Consortium Members’ common understanding that the implementation of the Project based on the principles of cooperation in this Agreement will not cause the Consortium to register for corporate
income tax purposes, whether as taxable entity or in another form. No Consortium Member shall take any action that may contradict such common understanding of the Consortium Members.

If the tax authorities nevertheless should tax the Consortium on the basis of income from the entire Contract, the Consortium Members shall closely cooperate and agree on a joint approach in responding to the tax authorities’ position. If the Consortium should be taxable, the Consortium Leader will coordinate the tax filling and tax payment process. Details will be agreed upon separately.

In principle, each Consortium Member shall bear the corporate income tax to the extent it relates to its Scope of Work. The calculation of each Consortium Member’s proportional amount of tax will be subject to the local tax law, each Consortium Member’s pro-rata share of the taxable income and the relevant tax rate.

If such calculation is not possible, the Consortium Members shall agree on another way of allocation of the respective tax.

Taxes other than corporate income tax assessed on the Consortium shall be borne by the Consortium Members pursuant to their Proportionate Values.

**Article 9 Default**

9.1 In the event of one of the Consortium Members (the “defaulting Member” which expression shall include any of its successors assigns or legal representatives) becoming insolvent or having a receiver appointed or going into liquidation (unless the liquidation shall be for the sole purpose of reconstruction or amalgamation of a solvent Member) or committing any breach of the terms of this Agreement or the Contract or relevant laws and regulations, and failing to take positive steps to remedy the same within thirty (30) days (or such time as is considered reasonable in all the circumstances by the other Members) of being required in writing by the other Members so to do then the other Members (the “continuing Member”) shall be entitled in addition to any other right or remedy to exclude the defaulting Member from further participation in the Consortium and in the management and control thereof and may take over its interest under this Agreement but without releasing it from any of its indemnities undertakings or warranties under this Agreement.

9.2 The continuing Member shall have the right to retain for the completion of the Project all assets of the defaulting Member and all plant equipment and materials provided by it or hired, purchased or acquired by it at the time when it was excluded until the completion and handing over the Project to the Employer. The defaulting Member shall execute and do all deeds and documents and things necessary or expedient to facilitate the exercise of such right and allow the continuing Member to proceed with the performance of the Contract (including without prejudice to the generality of the foregoing the operation of any bank accounts in the name of the Consortium and the employing of subcontractors) without reference to the defaulting Member. In such event all references in this Agreement to the administration and direction of the Consortium shall be deemed to exclude the defaulting Member.

9.3 In addition the defaulting Member’s Scope of Work may be assigned at the discretion of the Management Committee to another company either from the Consortium or from without and all costs incurred by the Consortium so far as not paid by the Employer will be the sole responsibility of the defaulting Member.

9.4 A defaulting Member shall remain bound by all guarantees undertakings and securities given by it to third parties in respect of the Project.

**Article 10 Confidentiality**

10.1 Each of the Consortium Members shall keep in strict confidence and shall use all reasonable endeavours to bind all of its employees and agents to keep in strict confidence all the commercial and technical information received, or to which it obtains access directly or indirectly from the other Members in connection with this Agreement and the Contract and shall not in any time disclose such information to any third party or make use of any such information for any purpose other than as required to fulfil this Agreement.
10.2 The restrictions referred to in Article 10.1 shall not apply with respect to:

a) information which at the time of disclosure is generally available to the public through no breach of this Agreement;
b) information which after disclosure becomes generally available to the public through no fault of the Member receiving the information;
c) information which was in the possession of the Member receiving the information prior to its disclosure and of which documented proof exists and which was not acquired directly or indirectly from the other Member.

Article 11 Duration and Termination

11.1 Effective Date

This Agreement shall become effective on the date as specified in Section I Special Conditions regardless of the date of signature of the Consortium Members and continue until it is terminated.

11.2 Causes for Termination

The Consortium shall be automatically terminated in the following events:

a) withdrawal of the Bid by the Employer or announcement by the Employer that it will not award the Contract to any of the bidding parties; provided, that if the Employer announces within one hundred and eighty (180) Days of such withdrawal or announcement of non-award that it will re-bid the Project, then this Agreement shall remain in effect for the re-bid unless otherwise agreed by the Consortium Members; or
b) the expiry of the period of validity of the Bid unless the Consortium Members have agreed in writing to prolong the validity of this Agreement beyond such period; or
c) if the final offer of the Consortium Members is not accepted and no further negotiations are carried out by between the Employer and the Consortium; or
d) when the Consortium Members have unanimously so decided and recorded such decision in writing; or
e) failure of the Consortium Members to agree on an offer after negotiating in good faith for a reasonable time, provided that jointly two Consortium Members or the Consortium Leader give the other Members 5 Days written notice of the intention to terminate the Agreement; or
f) in the event that the Contract is awarded to the Consortium, once the Contract has been performed or terminated and the Consortium Members have fulfilled all their obligations and received their rights in accordance with the Contract and this Agreement.

11.3 The termination of this Agreement shall not affect the rights and obligations of the Consortium Members accrued up to the date of the event causing the termination of the Agreement.

Article 12 Claims, Dispute Resolution and Arbitration

12.1 All Disagreements and Disputes shall be resolved solely by the procedures set out in this Agreement.

12.2 If a Disagreement arises out of in connection with this Agreement during the time period described in Article 6, the respective Consortium Members shall attempt, in fair dealing and good faith, to settle such dispute amicably. The Consortium Members shall be free to organize the procedure of their settlement negotiations and to include senior management representatives as the case may be. Any of the Consortium Members involved in the negotiation process may terminate the settlement negotiations at all times by written notification to the other Consortium Member(s).

12.3 All Dispute(s) arising out of or in connection with the present Agreement which are not resolved in accordance with the procedure as described in article 16.2 shall be finally settled by Arbitration of [ ] under the Rules of Arbitration of [ ] by 1 or more arbitrators. The place of arbitration shall be [ ] and the language of the arbitral proceedings shall English.
Article 13 Choice of Law

This Agreement shall be governed by, and all disputes in connection with it shall be resolved in accordance with the substantive law of the country of [ ] without regard to this jurisdiction’s conflicts of law provisions.

Article 14 Miscellaneous

14.1 No Joint Venture, Agency or Partnership

Nothing contained in this Agreement shall be construed as creating an agency, partnership or joint venture relationship among the Consortium Members.

14.2 The Consortium Members acknowledge that in the event of damage, the Consortium Members shall exert all reasonable efforts to mitigate the damage accruing from such event.

14.3 Assignment

No Consortium Member shall assign its rights under this Agreement to any third party, without the prior written consent of all Consortium Members, and any attempted assignment without this consent shall be void. Should the Contract additionally require Employer’s authorization for such an assignment, the latter will only be effective upon prior approval of all Consortium Members and Employer.

14.4 Amendments

No modification to this Agreement will be binding, unless made in writing by Authorized Representatives of all Consortium Members. Any waiver of this requirement for the written form shall likewise be issued in writing thereby.

14.5 Communications in writing

All correspondence, notices and other communications to be given to any of the Consortium Members pursuant to this Agreement in writing or written form, shall be sent, delivered or transmitted by courier, in person (against receipt), or by facsimile or e-mail with confirmation of receipt, at the respective addresses set forth below. However, if Consortium Members designate other addresses by notice given in accordance herewith, all correspondence, notices and other communications to be given to the respective Consortium Members shall thereafter be delivered accordingly.

Any correspondence, notice or other communication served as provided in this section shall be deemed to have been received:
a) in the case of delivery by hand or by courier, when delivered against an acknowledgement of receipt; or
b) in the case of fax or e-mail (with confirmation of receipt requested) sent to the correct delivery address, the next local business day in the Country of the intended recipient (day on which banks are open for general business), following the day of successful transmission.

Approvals, certificates, consents, decisions, requests, notices and/or notifications shall not be unreasonably withheld or delayed by Consortium Members.

14.6 Written form

Written form or in writing shall mean that the respective notification, statement, agreement, decision, resolution is signed by one or more representative(s) of the Consortium Member. An e-mail message shall only be considered in writing if it results in a record with a confirmation of receipt.

All correspondence, notices and other written communications shall be delivered by authorized individuals of the Consortium Member, as follows: legal representatives of each Consortium Members, project managers and site managers thereof and all other individuals which authorization is previously informed to all Consortium Members.

14.7 Partial Invalidity, Omissions
Any individual provision of this Agreement which is or becomes invalid, or any omission to provide for any subject matter, shall not affect the validity of the remaining provisions of this Agreement. In such cases, the Consortium Members shall seek effective solutions as closely as possible approximating (in economic effect) to the invalid provisions.

14.8 Language of the Agreement, Correspondence, Documentation

The language of this Agreement shall be English. Correspondence, technical and commercial documents as well as any other information exchanged between the Consortium Members relating to this Agreement shall be in English. If another language is agreed with the Employer in respect of the Contract, correspondence, technical and commercial documents and other information – including any drafts thereof – to be exchanged between the Consortium Members and which are intended to be passed on to or to be used towards the Employer may be in the language that is agreed with the Employer.

14.9 Waivers

Any waiver on the part of any Consortium Member of any right or interest shall be in writing and shall not imply the waiver of any other right or interest or any subsequent waiver.

14.10 Entire Agreement

This Agreement is the Consortium Members’ entire agreement relating to the subject matter hereof. It supersedes all prior or contemporaneous agreements, oral or written communications, proposals, drafts and representations with respect to its subject matter. Such prior or contemporaneous agreements, oral or written communications, proposals, drafts and representations may however be used for the interpretation of the Agreement where the Agreement is unclear or ambiguous.

14.11 Counterparts

This Agreement may be executed in any number of counterparts, all of which, taken together shall constitute one and the same Agreement.

14.12 Announcements

No Consortium Member shall make any public announcement or communicate any information to third parties concerning the subject matter of this Agreement without the prior approval of the other Consortium Members.

14.13 Alleging Lack of Capacity

Each Consortium Member warrants that, once this Agreement is executed, it will not allege that the person or persons who signed the Agreement on behalf of that Consortium Member lacked the capacity or authority to execute the Agreement, or that there was some other formal invalidity or incapacity that affected the validity or enforceability of the Agreement against that Consortium Member. In particular, actual or alleged lack of governmental or managing board authorisations or permits shall not excuse non-performance or non-observance of the Agreement by a Consortium Member.

14.14 Waiver of Sovereign Immunity and Similar Privileges

Any sovereign immunity or immunity from execution or attachment is hereby waived by Consortium Members. It is agreed that this Agreement is a commercial transaction under international law and that governmental or state bodies entering into this Agreement do so with the intention of making the Agreement effective in accordance with its terms and so hereby waive any and all sovereign immunity, immunity from attachment or administrative law requirements that otherwise might have applied to them.

14.15 Provisions to Continue

The expiration or termination of this Agreement shall not affect such provisions of this Agreement as expressly provide that they will operate after any such expiration or termination, or which of necessity
must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

[EXECUTION PAGE]

This Agreement is made in triplicate copies, each having the same contents. Each Party shall retain one copy. The Parties have read and fully understood this Agreement and deem that it is consistent with their intention in all respects.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

For and on behalf of [ ] Witness

Name: ____________________________ Name: ____________________________
Title: ____________________________

For and on behalf of [ ] Witness

Name: ____________________________ Name: ____________________________

For and on behalf of [ ] Witness

Name: ____________________________ Name: ____________________________

Annex 1 – Scope of Work
合作协议书

甲方(갑)：
注册地址(주소)：
法定代表(법인대표)：
联系电话(연락번호)：
联系邮箱(전자메일)：

乙方(을)：
注册地址(등기주소)：
法定代表(법인대표)：
联系电话(연락번호)：
联系邮箱(전자메일)：

甲、乙双方根据中华人民共和国《合同法》及有关法律、法规的规定，就【 】产品的生产及销售事宜(以下简称‘本项目’)，达成如下合作协议，以兹共同遵照履行。

第一条 合同目的

1. 甲、乙双方以双方当事人的利益及共同发展为目的，明确约定本项目相关合作方式、权利与义务及其他必要内容。
2. 本协议系双方就本次合作项目签署的基础合同，双方应在具体项目前另行签署“买卖合同”、“技术服务合同”等协议。
3. 合同期内，未经甲方书面同意，乙方不得以自己的名义或关联公司、关联人员的名义就本项目另行与其他第三方签署类似协议。

第二条 合作方式

1. 乙方向甲方发送订单后，甲方自行购买原材料，投入人力后生产产品，并向乙方供货。生产产品时，乙方应无偿提供甲方必要的生产设备及技术支援，《设备租赁合同》及《技术服务合同》由双方另行签署。
2. 合作期限自本协议生效之日起[  ]年，即[  ]年[  ]月[  ]日起至[  ]年[  ]月[  ]日至。
3. 合同期内，未经甲方书面同意，乙方不得以自己的名义或关联公司、关联人员的名义就本项目另行与其他第三方签署类似协议。
第三条 权利义务

1. 甲方的权利与义务
   1.1 甲方负责采购原材料、生产产品、包装、运输等业务。
   1.2 甲方对乙方提供的设备、技术等保密信息不负有保密义务。
   1.3 甲方应保证产品质量符合相关法律、法规及乙方的要求。
   1.4 甲方自行承担自己的营业费用。

2. 乙方的权利与义务
   2.1 乙方负责产品的设计、生产、技术支援等业务。
   2.2 乙方应及时履行上述条款约定的义务。如因乙方的原因导致供货期推迟的，甲方对此不承担任何责任。
   2.3 乙方应按时足额向甲方支付货款。
   2.4 乙方自行承担自己的营业费用。

第四条 保密条款

1. 除非本协议另有约定，协议各方应尽最大努力，对其因履行本协议而取得的所有有关对方的保密信息承担保密的义务。除为本次合作项目之目的或有关法律、法规的要求外，不得使用或向任何第三方披露保密信息。

2. 本协议的保密内容包括但不限于：以任何形式传播、转移或保存的协议各方的商业信息、商业秘密、知识产权、合同、文件资料、产品、服务、客户、商机、财务信息、专有信息、员工信息及与业务有关的所有信息；本次合作项目本身及涉及的各类合同同样属于保密内容。

3. 但上述限制不适用于：
   3.1 在披露时已成为公众一般可取的资料和信息；
3.1 信息应在其公开之前立即通知对方。
3.2 并非因接收方的过错在披露后已成为公众一般可取的资料和信息；
3.3 接收方可以证明在披露前其已经掌握，且不是从对方直接或间接取得的资料。
3.4 任何一方依照法律规定，有义务向有关政府部门披露，或任何一方因其正常经营所需，向其法律顾问和财务顾问披露的保密信息。

4. 如本协议最终未能履行，双方负有相互返还或销毁对方提供之保密信息资料的义务。

5. 该条款所述的保密义务于本协议终止后也继续有效。

第六条 争议解决
第六条 争议解决

1. 本协议适用中华人民共和国法律。
2. 任何一方提出争议，应当友好协商解决。经协商不能达成一致的，任何一方均有权将争议提交至【 】进行裁决。

第七条 通知与送达
第七条 通知与送达

1. 本协议项下任何一方发出的通知、函件、电子数据等内容，均应当发送至本协议首部约定的地址、电话、邮箱等有效送达地址；电子送达与书面送达具有同等法律效力。
1. 본 협의서의 일방이 상대방에게 송부하는 통지, 서한, 전자파일 등 내용은 응당 본 협의서 첫부분에 기재된 주소, 전화, 메일 등 유효한 주소로 송부 하여야 한다. 전자송달과 서면송달은 동등한 법적 효력을 가진다.

2. 如一方当事人变更上述送达地址的, 应当在变更后的 3 日内书面通知对方当事人, 对方当事人在实际收到变更通知前发出的通知, 仍视为有效送达。

3. 本协议首部约定的有效送达地址是协议各方的工作联系往来, 亦是争议解决时人民法院或仲裁机构的法律文书送达地址。

4. 本条款为独立条款, 不受本协议整体或其他条款之效力的影响。

第九条 其他
제 9 조 기타

1. 本协议用中韩文两种语言制作肆份, 双方各执贰份, 具有同等法律效力。
甲(갑): 【 】
(盖章/날인)

乙(을): 【 】
(盖章/날인)

合同签署地点(계약체결지점): 【 】
合同签署日期(계약체결일자): 【 】
代理調達契約

契約番号:

甲:
連絡窓口:
住所:
メール:
電話:

乙:
連絡窓口:
住所:
メール:
電話:

甲乙友好的に協議した結果、甲が乙に________________の代理調達について、次の通り合意したので契約を締結する。

1. 代理調達品

<table>
<thead>
<tr>
<th>产品名称</th>
<th>単位</th>
<th>数量</th>
<th>代理单价</th>
<th>总价</th>
</tr>
</thead>
<tbody>
<tr>
<td>DESCRIPTION</td>
<td>UNIT</td>
<td>QUANTITY</td>
<td>UNIT PRICE</td>
<td>AMOUNT</td>
</tr>
</tbody>
</table>

2. 製品規格:

3. 製品包装規格:

4. 納品日:

① ______年____月____日前まで指定した納品地に納品。
② ______年____月____日前までに出荷及び船便名を提示

5. 支払方法:

① 1 回目:
② 2 回目:
③ 銀行費用：甲乙それぞれ所在地の費用を負担する。
6. 運送方法
① 運用方式:
② 運送形式:
③ 運送港:
④ 目的港
⑤ 納品場所:
⑥ 受取人:
⑦ 受取人電話:

7. 保険
① 乙が貨物の保険を購入する;
② 保険料は次の範囲内であること;
③ 保険期限と範囲:

8. 甲の責任
① 甲は乙に調達品の規格及びサンプルと包装箱を乙に提供する;
② 甲は正確な納品地情報、日本への輸入手続きに必要な書類などを乙に提供する;
③ 甲は契約の通り期日内に支払いをする。

9. 乙の責任
① 乙は甲が提供する調達品仕様/包装サンプル、規格通りに_______社と購入を契約する;
② 乙は_______社に製品の品質と安全を保障し、製品出荷前に甲へ検査報告書を提出する;
③ 乙は製品を納品地までの責任をすべて行うこと;
④ 乙は貨物の船積み後、e-mailで貨物の情報（キャビネット番号、数量、到着予定日等）及び電子媒体資料（輸送契約、荷物積み情報伝票等）を甲に送ること;
⑤ 貨物が甲の指定した目的地に到着するまでの損失又は荷物の損傷は、乙の責任で相手の法的な責任を追及すると共に、甲の損失を最小限に留まるよう協力する。

10. 免責事項
甲又は乙が次のいずれかの状況に見舞われ（火災、自然災害、戦争、各種軍事行動、封鎖、国家政策、輸出入禁止あるいは双方の意向で方針転換などの状況）、本契約の全部又は一部履行不可能になった時、本契約の履行期間は延長しても、契約の有効性があるものとする。
甲又は乙が抵抗できない事情により本契約が履行出来なくなった場合、速やかに相手に知らせるものとする。
不可抗力の事態が30日以上続いた場合、甲又は乙が相手方に契約履行義務の免責を通達する権利があり、相手方は相手に損害賠償を求めるものとする。
不可抗力の事態が発生及び持続する時間について、事情発生側の関係商会/政府など所在地関係部署が事実を証明する証明書の提出が必要とする。

11. 違約責任
① 甲が規定時間内に支払わなかった場合、乙は当回支払残高額に毎日1%の違約金を甲に請求できる;
② 乙から起因した貨物の納品遅延の場合、甲は毎日総額の0.5%の滞納金を乙に請求することが出来る。
③ 甲の顧客による検品で製品の品質不合格が判明し、不合格の理由が乙による品質管理監督不十分から起因した場合、甲は乙に初期に支払った代金の返却を求める権利があり、かつ乙に損害賠償責任を求めることができるものとする。
④ 乙の故意または過失により、甲が第三者からの違約請求被害を受けた場合、乙が損害賠償責任を負うべきである。
⑤ 本契約で契約違反による紛争が生じた場合、被害側は違約側に紛争にかかった費用（含むがこれらに限定されるものではない：訴訟費、弁護士費用、公証費、旅費などのコスト）を請求できる。

12. 紛争解決
契約期間中、異議が生じた場合、甲乙双方は善意に協議解決するものとする。双方善意のもと協議しても解決できない場合の仲裁は、中国国際経済貿易仲裁委員会広州分会とする。当委員会の判決は最終決定とし、双方はその決定に従う。仲裁費用は、特別な規定がない限り、敗訴側が負担する。

13. その他
① 本契約に定めない事項、並びに契約事項の解釈に異議が生じた場合、甲乙双方協議後、別途補足出来るものとする。本契約は中国語と日本語の文書に基づく。
② 本契約締結の証として本契約書を2通作成し甲乙記名捺印の上、各1通保有するものとする。

（以上）

甲方：
代表：
日期：

乙方：
代表：
日期：