

Standing Legal Advisor Working Agreement

No. _____

Party A:

Party B: Zhejiang Weizhi Law Firm

Whereas

1. Upon Party A's needs with business operations in China, Party B, as a licensed China law firm, is able and willing to offer Party A with legal services according to China laws and governmental regulations in mainland China.
2. After friendly negotiations between both parties.

It's hereby agreed as follows:

I. Lawyer, standing legal advisor and retaining period

Party B appoints Lawyer Sun Jin (Marlow) and the team he organizes up ("the Lawyer") to offer all legal services under this agreement for Party A. The lawyer is Party A's standing legal advisor in mainland China. Retaining period shall be _____ year, which is from _____ to _____.

II. Lawyer's jobs and services

Upon Party A's entrustments and authorizations, the Lawyer shall offer Party A with following legal services according to PRC laws and governmental regulations, for Party A's business actions of selling and/or purchasing, company inner management, and/or other business related actions in China, to protect Party A's legal rights and benefits in China.

1. Jobs in frame of annual retaining charge

1) In answer to Party A's questions and/or problems occurred in Party A's daily business operations, the Lawyer shall offer Party A with oral or written law advisory opinions according to PRC laws and governmental regulations, and the Lawyer is responsible to his opinions and advices.

2). Upon Party A's requests, the Lawyer shall draft, checkup and revise Party A's agreements/contracts and/or other legal documents with third party/ies in Party A's daily business operations.

3). Lawyer shall Negotiate with third party/ies for and on behalf of Party A when Party A have law matters and/or disputes with third party/ies, and shall draft Lawyer's Letters, which include but not limit to Notice of Claim and Final Notice Before Legal Actions to the third party/ies for Party A.

- 4). Upon Party A's request, the Lawyer shall draft and publish Party A's legal affiches in public medias for Party A.
- 5). Upon Party A's request, the Lawyer shall offer Party A with latest information over law revisions and latest governments regulations aperiodically.
- 6). The Lawyer shall offer Party A's staff with basic Chinese law knowledge training services upon Party A's requests.
- 7). The Lawyer shall offer Party A with law advices for A's business plans or certain business operations upon request.
- 8). Upon Party A's requests, the Lawyer shall draft for Party A or checkup Party A's company inner management system, employment agreements, related training agreements and/or commercial-secrets-keeping and non-disclosure and non-competition agreements, etc.
- 9). Upon Party A's requests, the Lawyer shall take part in and/or assist Party A in Party A's negotiations and/or communications with China government bureau/s, and/or a counter party of business, in Party A's daily business operations.
- 10). Other legal and related jobs upon Party A's requests.

2. Services out of frame of annual retaining fee

- 1). When Party A is in disputes with a third party, the Lawyer may take part in litigation and/or arbitration cases, for and on behalf of Party A.
- 2). Other important project legal services which are agreed by both parties.

III. The Lawyer's working time

The Lawyer's working time is unfixed. Party A may require the Lawyer's legal services and advices in working time basing upon both parties' conveniences and arrangements.

IV. Party B and the Lawyer's legal rights

In the period of the Lawyer's being Party A's standing legal advisor in China, to perform Lawyer's duties correctly, efficiently and effectively, besides legal rights prescribed in PRC Lawyer Law, Party B and the Lawyer shall enjoy following further legal rights:

1. Referring to/making copies of Party A's documents and files related to certain law matters under processing.
2. Being acquainted with Party A's related business and/or company inner management actions.

3. Upon Party A's arrangements, attending Party A's meeting of related business operations and/or company inner managements.
4. Having necessary conveniences of office, traffic and other working conveniences related to jobs of standing legal advisor which are offered by Party A.

V. Party B and the Lawyer's obligations

In the period of the Lawyer's being Party A's standing legal advisor, besides legal obligations prescribed in PRC Lawyer Law, Party B and the Lawyer shall undertake following further obligations:

1. Dealing with jobs under this agreement in time, carefully and dutifully.
2. Obey strictly to China laws and governmental regulations, and has legal rights to refuse to accept Party A's illegal entrustments and/or legal entrustments that may lead to illegal actions and/or legal entrustments which may lead to legal actions but finally may lead to illegal results.
3. Working strictly hereunder this agreement and Party A's authorizations.
4. Taking no actions that shall do any harms/damages and/or possible harms/damages to Party A's legal rights and benefits, and shall not work for Party A's counter party in litigation and/or arbitration cases.
5. When being standing legal advisor of both Party A and a third party, and while both clients of the Party A and the third party are in disputes, Party B and the Lawyer shall only take part in intermediations between two parties but shall not work for any party in litigation or arbitration cases between two clients.
6. Having the obligation of secrets-keeping, non-disclosure and non-competition of Party A's commercial secrets of business, company inner managements and/or other business related actions under Party B's knowing and/or controlling while working for Party A. This obligation shall keep on being effective during the working agreement valid time and after termination of working agreement.

VI. Party A's obligations

1. Party A agrees to come into working relationship with Party B with Party A's sincerely cooperation.
2. Party A shall notice Party B on latest getting-on of legal matters under processing by Party B when necessary
3. Party A shall offer Party B with Party A's company's legal registering address, telephone numbers, and related necessary information, and pay to Party B annual retaining fee in time and in full sum.

4. Party A should undertake and accept fully the legal obligations brought by standing legal advisor's jobs within Party A's entrustments and authorizations.

VII. Annual retaining fee and lawyer's working hours

Standing legal advisor's annual retaining fee that Party A shall pay Party B is CNY (USD) each year, for lawyer/s' working hours of around hours in total.

Services out of frame of annual retaining fee that Party A shall entrust the Lawyer to handle, Party B shall offer Party A with a preferable additional charge rate and offer Party A's cases with priority treatments.

VIII. Other expenses

1. Third parties' charges and/or fees

To perform standing legal advisor's duty effectively and efficiently, Party B may pay firstly any third party's charges and/or fees for Party A while dealing with legal matters under this agreement; Party A agrees to compensate Party B above charges and/or fees within three months after the charges and/or fees occur, and upon official invoices/receipts from the third party. Above third parties' charges and/or fees may include but not limit to the charges and/or fees occur while Party B offers Party A with legal service specified in clause II, including Governmental Bureaus' and/or legal organizations' charges and/or fees of registering fees, file investigation fees with industry and commerce administration bureau, affiches fees, etc.

2. Long-distance business journey expenses

Party A agrees to pay the Lawyer's long-distance business journey expenses when the Lawyer needs to take a long-distance business journey outside of Ningbo city to handle Party A's legal matters. The expenses shall include but not limit to traffic expenses, dining and residing expenses in hotels and telecommunications expenses. The standard shall be setup as follows:

Taxi, express bus/train and air expenses upon actual amounts on tickets
Dining and residing expenses upon three-star hotels' standard and
With additional journey allowance CNY200/day

IX. Termination of agreement

1. This agreement may be terminated by either party over contractual reasons or mutual agreements.

2. Contractual reasons shall include following:

1). One party breaches this agreement and makes it impossible or meaningless for

another party to continue to perform the agreement.

2). In fundamental and essential matters Party A refuses to cooperate with Party B and the Lawyer or rejects Party B and the Lawyer's legal suggestions, thus makes lawyer/s follow-up and later-on deputy actions illegal or invalid.

3. When Party A cancel the agreement because of Party B or the Lawyer's breaching over agreement, Party B shall refund Party A the received retaining fee.

4. When Party B cancel the agreement because of Party A's breaching over agreement, Party B shall make no refund to Party A over retaining fee. And Party B shall have legal rights to claim for due retaining fee.

X. Complements

1. This agreement comes into effectiveness after both parties' signing, and valid period is one year, which is from to .

2. When Party A gives no official written notice to Party B that they shall not prolong this agreement with Party B, this agreement shall come into effective for the thereafter one year after valid period automatically.

3. This agreement is in duplicates, and each party holds one. Singing the agreement via electronic communications by both parties including fax and/or email shall not affect the legal effectiveness of the agreement.

Party A:

Representative:

Add.:

Tel.:

Fax:

Email:

Date:

Party B: Zhejiang Weizhi Law Firm

Representative: Sun Jin (Marlow)

China Lawyer and a Partner of the Firm

Add.: 7the floor, No. 815, Baizhang East Rd., Ningbo, 315040 China.

Tel.: +86-574-87813608

Fax: +86-574-87156916

Mobile: +86-13906688313

Email: sunejin@hotmail.com

Date: