

Date: <To completed>

CONTRACT

From
<Compagny1>
<Adress Compagny 1>
Tel: <To completed>
Email: <To completed>

For
<Compagny2>
<Adress Compagny 2>
Tel: <To completed>
Email: <To completed>

Quotation

The below offers aims at defining the scope of services provided to <Company2> for their development in Mainland China. It contains, but not restricted to: technical business development services for the purpose of <Company2> and in their interests.

DESCRIPTION	Quantity	U.P. (EUR HT)	TOTAL EUR
Technical business development services August	2	1 000,00	2 000,00
		SUB-TOTAL	2 000,00
		VAT RATE	0%
		TOTAL VAT	0%
		TOTAL AMOUNT EUR	2 000,00

Commercial terms of <Company1>

- 100% payment at invoice reception

<Company1> : Date: Authorized signature:	<Company2>: Date: Authorized signature:
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Agreement terms

Date

This Service Agreement ("Service Agreement") has been made effective as of the signature date of the above contract.

Parties

<Company1> - <Adress Company 1> - Tel: <To completed> - Email: <To completed>

And

<Company2> - <Adress Company 2> - Tel: <To completed> - Email: <To completed> including but not limited to market research, competitor intelligence, customer survey ("Supplier") services

Background

This Service Agreement is made as an independent agreement.

This Service Agreement shall not affect the terms and conditions of any other agreements between Supplier and Customer.

Scope

The scope of Services and Project, the targeted Results and the applicable Service Fees, including the time schedule for the completion of Project and the delivery of Results shall be both specified in that quote and the attached proposition.

Results

The expected Results of this Project are defined in these document previous pages. They are Subject to the timely payment of all Service fees.

Supplier shall transfer the copyright of Results to Customer, subject to any third party copyrights and limitations for any acquired background materials.

Managing Conflicts of Interest

Supplier shall use its commercially reasonable efforts to prevent conflicts of interests between its customers. In situations where Supplier is aware about a possible conflict of interest, supplier shall appoint project resources and implement extra procedures to protect Customer's confidential information as defined in Supplier's "Information Barrier Policy". This policy is made available to Customer upon request and is updated from time to time by and at the discretion of Supplier.

Termination

This Service Agreement shall be valid until the proper completion of the Project.

Effects of termination

Upon termination of this Service Agreement for any reason or cause whatsoever Supplier shall cease to provide Services; and Supplier shall, upon request, deliver to Customer any Results capable of delivery, against a proper payment for all the Services performed by Supplier in relation thereto prior to the termination.

Supplier may, subject to separate written agreement in each case, provide such additional Services as may be reasonably necessary for Customer to make use of Results after the termination following the terms of this Service Agreement.

Customer shall compensate Supplier in full for all Services performed prior to the termination of Service Agreement, whether completed or not at the time of termination. Neither Party shall have any obligation to compensate the other Party for the valid termination of Service Agreement.

Miscellaneous

The failure of either Party at any time to require performance by the other Party of any provision of this Service Agreement shall in no way prejudice any right of that Party under this Service Agreement.

Assignment

Neither Party shall have the right to assign this Service Agreement to a third party without the prior written consent of the other Party. However, Supplier shall have the right to assign this Service Agreement to another company owned by Supplier or Supplier's parent company or to a third party to which the relevant business has been transferred to by giving a written notice to Customer.

Severability

The invalidity of any provision of this Service Agreement shall not relieve either Party from its obligations thereunder, nor deprive either Party of the advantages of any other provision of this Service Agreement. However, if the invalidity of any provision materially alters the original balance of the interests of Parties, Parties shall negotiate in good faith new provisions to restore the original intention of Parties.

Reference Rights

Unless otherwise expressly agreed, Supplier shall have a right, both during and after the validity of this Service Agreement, to refer to Customer name as reference and use the name and logo of Customer in its marketing communications to announce the customer relationship provided that the exact contents of the cooperation or any details of any specific assignments shall not be specified

Amendments

Any amendments or additions to this Service Agreement or any of its Appendices shall be valid only if made in writing and signed by both Parties.

In case of discrepancies between Appendices and this document, this document shall prevail.

No other terms or provisions contained or referred to in Customer order, acceptance or correspondence shall apply to the provision of Services under this Service Agreement.

Entire Agreement

This Service Agreement, together with its Appendices set forth the entire agreement between Parties relating to the subject matter hereof and supersedes any prior agreements, proposals and representations between Parties, whether written or oral.

Governing Law and Dispute Resolution

All disputes arising in connection with this Agreement are to be amicably solved through mutual consultation and reconciliation between the parties, and if attempts for such amicable solution have been exhausted, the dispute shall be finally settled by arbitration proceedings conducted in the Chinese language in China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in Shanghai in accordance with its then applicable arbitration rules. The award in such arbitration shall be final and enforceable in any court of competent jurisdiction, it being the intention of the parties hereto to exclude in all arbitrations arising hereunder the right of appeal. This arbitration agreement shall not impair the right of any party to seek injunctive or other equitable relief pending and/or in aid of arbitration. A request by a party to a court for such injunctive relief shall not be deemed a waiver of the obligation to arbitrate.