
Entrusted Service Contract

Contract No.:

Party A:

Party B: ("CTG")

Party A and Party B agree as follows through friendly consultation with respect to the matters that Party A entrusts Party B to provide personnel services in accordance with the Contract Law of the People's Republic of China and other relevant laws, regulations and relevant stipulations by the local government:

Chapter I General Provisions

Article 1 Term of Contract:

This Contract is valid for ___years, commencing on the date of ___and ending on the date of ___. Where the parties have no objections against renewal of this Contract prior to expiration hereof, the valid term of this Contract shall be automatically extended for ___years, and so on.

Article 2 Definition

2.1 "Staff" refers to the employees directly employed by Party A that entrusts Party B to provide entrusted service.

2.2 "Entrusted services" refer to the relevant services that Party A entrusts Party B to provide for Party A in accordance with the relevant laws of the People's Republic of China and the terms hereof, and for specific contents, reference shall be made to Annex I.

2.3 "Total fee" refers to the sum of costs paid by Party A to Party B as required in respect of the entrusted service provided by Party B in accordance with this Contract.

2.4 "Party A": Party B understands and agrees that if there are no special provisions, "Party A" as mentioned herein includes Party A and Party A's affiliates. Party A acknowledges that all the responsibilities of its affiliates to perform this Contract shall be borne by Party A. "Affiliates" refer to the enterprises that are the holding companies of Party A or of which Party A is a holding company or that are the holding companies of the same company or natural person. "Holding" means owning or controlling a majority of the shares, share certificates, voting rights, or other common interests.

2.5 “Party B”: Party A understands and agrees that if there are no special provisions, "Party B" as mentioned herein includes Party B and Party B’s affiliates or authorized companies. Party B acknowledges that all the responsibilities of its affiliates to perform this Contract shall be borne by Party B. "Affiliates" refer to the enterprises that are the holding companies of Party B or of which Party B is a holding company or that are the holding companies of the same company. "Holding" means owning or controlling a majority of the shares, share certificates, voting rights, or other common interests.

Chapter II Rights and Obligations of Party A

Article 3 In accordance with the Labor Law of the People's Republic of China and other laws and regulations, Party A shall independently exercise the rights of labor employment such as management, dismissal and etc., and Party A shall independently bear the risks and liabilities in the process of labor employment at the same time.

Article 4 Party A is entitled to require Party B to provide the appropriate entrusted services (see Annex I), and shall pay the total fee to Party B on schedule in accordance with Annex I hereto at the same time.

Article 5 Party A is entitled to propose written opinions on violation by Party B of the terms hereof, requiring Party B to perform its obligations in accordance with this Contract. Party B shall make a written reply to Party A within ten working days upon receipt of such opinions.

Article 6 Party A shall notify the staff of the service items hereunder and relevant procedures of Party B, and such procedures include but are not limited to health insurance claim process, induction and dismissal procedures, etc.

Article 7 When the business license is changed, Party A shall notify Party B in writing of the relevant changes within fifteen days after the business license is changed.

Chapter III Rights and Obligations of Party B

Article 8 Party B shall provide the entrusted service for Party A and Party A’s employees who meet relevant conditions in accordance with Annex I hereto, and be entitled to require Party A to pay the total fee in accordance with Annex I hereto at the same time.

Article 9 Party B may develop the relevant procedures on provision of the entrusted services through consultation with Party A, and Party A and its staff shall cooperate and implement such procedure. For specific

contents, see Annex I and Annex II.

Article 10 Party B is entitled to propose written opinions on violation by Party A of the terms hereof, requiring Party A to perform its obligations in accordance with this Contract. Party A shall make a written reply to Party B within ten working days of receipt of such opinions.

Article 11 When the business license is changed, Party B shall notify Party A in writing of the relevant changes within fifteen days after the business license is changed.

Chapter IV Costs and Settlement thereof

For specific contents, see Annex I and Annex II

Chapter V Liability for Breach of Contract

Article 12 Unless specifically agreed by the parties, Party B has no obligation for advancing payments for Party A. If Party A delays in paying the total fee, Party B may correspondingly suspend all or part of the services without assuming liability.

Article 13 Where either party fails to perform its obligations in accordance with this Contract, thereby resulting in that the other party sustains financial losses, such party shall be liable for damages.

Article 14 Neither party may arbitrarily terminate this Contract. Otherwise, the defaulting party shall compensate for the losses sustained by the non-defaulting party as a result, except where the following circumstance occurs:

1. Where either party violates the relevant obligations hereunder, and still fails to perform this Contract upon written notice by the non-defaulting party, the non-defaulting party may rescind this Contract by written notice to the defaulting party.
2. Under special circumstances, either party may notify the other party in writing three months in advance and this Contract may not be rescinded unless the written consent is obtained from the other party.
3. Where this Contract terminates due to the event of force majeure as specified in Article 19 hereof.

Chapter VI Miscellaneous

Article 15 Where the national laws, regulations and local government correspondingly have provisions for the matters not covered herein, such corresponding provisions shall apply.

Where the national laws, regulations and local government don't have corresponding provisions for the matters

not covered herein, Party A and Party B shall otherwise consult and sign an annex, which shall be equally authentic as this Contract after it's signed by the parties for confirmation.

Article 16 During the performance of this Contract, where the State and local government enact new laws, regulations and provisions, such newly enacted provisions shall apply. Where the newly enacted laws, regulations and provisions are in conflict with the terms hereof, the parties shall negotiate the terms hereof and reach a supplementary agreement, neither party may refuse to change the terms hereof.

Article 17 The employees, entrusted service and time of implementation covered herein shall be specified in the Schedule of Additional Staff (see Schedule I).

Article 18 Any dispute arises between the parties during the performance of this Contract shall be resolved through friendly consultation. Where consultation comes to no avail, either party may resolve such dispute through bringing a suit to the court in the place where the plaintiff is located.

Article 19 Force majeure

Where an event of force majeure, such as earthquakes, typhoons, floods, fires or other natural disasters, explosions, riots, war, the administrative authority's actions, or other unforeseen event that are not beyond the reasonable control of the affected party, precludes the affected party to perform its obligations under this Contract, the affected party shall promptly notify the other party in writing and provide detailed information about such event, indicating why such party cannot perform or delays in performing the terms hereof in part or in whole.

Upon occurrence of an event of force majeure, the affected party is not required to be liable for any damage, increased expenses or losses sustained by the other party due to such party's failure to perform or delay in performance of this Contract, which shall not be deemed as a breach hereof, provided that the affected party shall take appropriate measures to minimize or eliminate the impact of such event, and shall restore the performance of the obligations affected by such event within the shortest possible time.

Article 20 Either party hereto is obligated to keep confidential the terms hereof and the information about the other party obtained during the performance of this Contract.

Unless otherwise agreed by the parties, confidential information includes, but is not limited to the quotations hereunder, contract versions, basic information about employees, as well as correspondence marked by the parties as "confidential".

Unless otherwise agreed by the parties, the obligation of confidentiality means the act whereby without the prior

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