



# Agreement on Retaining Legal Counsel

, a company having its registered office at (hereinafter referred to as “the Client”) proposes to retain and authorize **Shanghai Promise Law Firm**, a law firm having its registered office at Suite 808, Zhangyang Road 707, Shanghai, P. R. China (hereinafter referred to as “the Promise”) to deal with the legal affairs in its business operation and management.

This Agreement is hereby entered into by and between the Client and the Promise through friendly consultation.

The Client and the Promise agree as follows,

## Article 1 Attorneys

As requested by the Client, the Promise shall designate **Attorney** to act as the legal counsels of the Client (hereinafter referred to as the “Legal Counsel”).

If necessary, the Promise may designate other attorneys under its employment as supplemental or substitute attorneys with prior written consent of the Client.

Nothing contained herein shall be construed as creating the relationship of employer and employee between Promise/Legal Counsel and the Client. Promise shall be deemed at all times to be an independent contractor.

## Article 2 Services to Be Provided by the Promise

The services (hereinafter referred to “Legal Services”) to be provided by the Promise are as follows.

### I . Non-litigation affairs

A. Provide regular legal advice for the business operation and management of the Client:

1. Answer questions on legal issues of the Client, and upon the Client’s request issue

“Legal Opinion Letter”.

2. Provide legal advice on the issues relating to the production, operation and management of the Client.

3. In general, the Promise shall response with answer to the Client’s questions within 24 hours; as for complex and significant legal issues, the Promise shall response with answer to the Client’s questions within 60 hours.

**B.** Provide legal advice related to internal management.

1. Attend the Client’s internal meetings and provide related legal suggestions if requested.

2. Establish, modify or review the internal management system, labor contract, and relevant training contract and non-disclosure agreements for the Client;

3. Offer written and oral initial legal opinion or advice on commercial plans or financing plans of the Client.

**C.** Take part in the negotiations between the Client and its customers if requested:

1. Participate in commercial negotiations upon the Client’s request.

2. Attend meetings with the Client or third parties on behalf of the Client.

**D.** Draft, review or modify contracts and other legal documents in relation to the business operation and management of the Client.

**E.** Provide legal training courses for the employees of the Client upon request; for this the Client shall give a 7 days prior notice to the Promise.

**F.** Assist and arrange the Client to communicate with the relevant departments of the government on the issues relating to the production, operation and management of the Client.

**G.** Offer legal opinion or advice on the protection of intellectual property rights of the Client, including but not limited to patent right, trademark right, copyright, trade secret and franchise.

**H.** Issue “Lawyer’s Letter” to third parties on the issues relating to the production, operation and management of the Client, and respond to Lawyer’s letters issued by third parties.

I. Draft and publicize the “Legal Notice” in media on behalf of the Client upon the Client’s request.

J. Provide the Client with the latest laws and regulations relating to the production, operation and management of the Client.

K. Help the Client apply for trade mark in China if necessary.

## II. Arbitration and/or litigation affairs

A. Study the cases and elaborate the handling strategies.

B. Draft relevant legal documents for arbitration and/or litigation.

C. Appear in court on behalf of the Client.

It is understood that the list of Legal Services provided below is not an exhaustive one and can be completed upon agreement of both parties. Consequently, no additional Legal Services will be initiated and/or provided by the Promise and/or its Legal Counsel without the prior approval of the Client.

## Article 3 Term

This Agreement shall be effective from the date when it is duly executed by both parties and shall remain effective for 1 year (hereinafter referred to as “Initial Period”. This Agreement will automatically expire on the last day of this Initial Period without any further notice.

After this Initial Period, this Agreement can be renewed annually upon agreement between the parties. In any case, any extension of present Agreement will be subject to a separate new written agreement.

## Article 4 Fees for Services Performed.

For the Legal Services as listed in Part I of Article 2 hereof, the Client shall pay the Promise a total service fee of \_\_\_\_\_ RMB (RMB \_\_\_\_\_).

The Client shall pay the Promise RMB \_\_\_\_\_ within 5 working days after this Agreement is executed, pay RMB \_\_\_\_\_ before \_\_\_\_\_, and pay RMB \_\_\_\_\_ before \_\_\_\_\_.

The costs for arbitration and litigation affairs will be directly paid by the Client; while the Promise shall give the Client 20% discount on its customary charges for the Legal

Services as listed in Part II of Article 2 hereof. Such Legal Services will be invoiced at the end of the month during which they have been performed and payable 15 days date of invoice.

### **Article 5 Reimbursable Expenses**

From time to time, the Promise may incur expenses on the Client's behalf and the Promise shall invoice the Client for only those expenses actually incurred. The reimbursable expenses may include overnight delivery charges, large copying jobs, significant long distance telephone charges, and travel related expenses (if necessary). Expenses in excess of RMB300 will not be incurred without first obtaining prior approval of the Client.

### **Article 6 Responsibilities of the Promise.**

The Promise shall provide the Legal Services in good faith and undertakes to perform these matter with due professional care, in compliance with all relevant legal regulations, on professional level and within terms required by laws or agreed on in this Agreement or which the Parties shall agree upon individually, either verbally or in writing.

Promise undertakes to perform the Legal Services, so that all interests and goals of the Client known to it are always taken into consideration and are duly protected.

Promise agrees to indemnify the Client for any claims arising out of Legal Counsel's performance of services hereunder. Promise shall maintain professional malpractice insurance covering Legal Services performed under this Agreement.

Whether during or after the termination of this Agreement, the Promise shall not disclose to any third party(s) any information concerning the Client 's business operation obtained by the Promise through providing Legal Services for the Client, such as operation model, customer information, commercial information or any other kind of information.

### **Article 7 Responsibilities of the Client.**

It is the Client's responsibility to cooperate fully with Promise by, among other things,

providing the Promise with all requested information and making the Client or the representatives of the Client reasonably available for consultation and interviews upon request. The information provided by the Client should be correct and complete; otherwise the Promise will be exempted from any legal liabilities due to uncorrected or incomplete information provided by the Client and will be entitled to cancellation of the Agreement.

### **Article 8 Records Retention**

Unless otherwise directed by the Client, Promise shall retain all records relating to the provision of the Legal services herein for a period of 20 years following the termination of this Agreement. Upon the request of the Client, Promise shall allow representatives or designees of the Client to review and/or audit said records at all reasonable times.

Upon the request of the Client, after the expiration of the records retention period, Promise shall return all the files and records to the Client. Promise may destroy all records in whatever media that are not returned at the expiration of the records retention period.

### **Article 9 General Provision**

Any amendments or changes to this Agreement shall be made in writing upon previous agreement by both parties.

If any term or provision of this Agreement, or any application of any term or provision of this Agreement, is held to be unenforceable, the unenforceability of that term, provision or application shall not affect the enforceability of any other term, provision, or application.

This Agreement contains all the terms and conditions agreed upon by the parties. No understandings or otherwise regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

### **Article 10 Governing Law and Settlement**

This Agreement shall be governed by law of the People's Republic of China. Any

unsettled matter or any dispute arising from or in connection with this Agreement shall be settled by amicable consultation or otherwise submitted to China International Economic & Trade Arbitration Commission Shanghai Sub-commission for arbitration, whose award shall be final and binding upon both parties.

**Article 11 Establishment**

This Agreement shall be written in English & Chinese and established with both parties' signatures. Should any discrepancy arises between the two versions, the English version shall prevail. This Agreement is in duplicate and each party has one with the same legal effect.

<b>For: Shanghai Etimine International Trade Co.</b>	<b>For: Shanghai Promise Law Firm</b>
(Signature)	(Signature)
Contact Address:	Contact Address: Suite 808,Zhangyang Road 707,Shanghai,P.R.China,200120
Tel:	Tel: +86 021-68879992
Fax:	Fax: +86 021-68879993
Date of Signature:	Date of Signature: