

# Agreement for Engagement

Party A:

Address:

Party B: Shanghai Sun & Hold Law Firm

Address: 16/F, Haoran High-tech Building SJTU No 1954 Huashan Rd, Shanghai

## Whereas,

Party A \_\_\_\_\_ is planning to \_\_\_\_\_  
\_\_\_\_\_ and currently seeking investment; while Party B have contacts with entrepreneurs, PE and VC worldwide, particularly in China.

This Agreement is hereby entered into by and between Party A and Party B through friendly consultation.

Party A and Party B agree as follows.

## Article 1 Services

Herein Party B shall recommend Investors (and/or Acquirers) to Party A, for the purpose of fund-raising of Party A. In addition, Party B shall facilitate the negotiations between Party A and the interested Investors to conclude a deal.

## Article 2: Fees

For the service as listed in Article 2 hereof, Party A shall pay Party B a retainer fee of US\$ 2,000 as well as a success commission.

Party A agrees to pay Party B the retainer fee to the bank account as below within 5 working days after signing this Agreement.

Beneficiary Bank

SWIFT CODE:

Beneficiary

Account number

BANK ADDRESS:

POST CODE:

In case Party A receives funding from the Investor recommended by Party B, Party A

agrees to pay Party B the success fee commission provided in this Agreement. This success fee commission is applicable for a period of five years forward from the initial introduction to the Investor and applies to all stages of funding received from the Investor within the five year period.

Party A shall pay Party B the Commissions based on the total amount of funding received from the Investor:

Funding of US\$1-US\$10,000,000	3.5%
Funding of US\$10,000,001-US\$20,000,000	3%
Funding of US\$20,000,001-US\$30,000,000	2.5%
Funding of US\$30,000,001 or more	2%

### **Article 3 Rights and Obligations of Party A**

#### Rights of Party A

Party A is entitled to introduce its business to the Investors, reach agreement with the Investor and receive funding; Party A is entitled to require Party B not to disclose any information of this Agreement to any third party.

#### Obligations of Party A

Party A shall distribute success fee commission to Party B in accordance with this Agreement, within fifteen days after receiving each funding from the Investor. Party A shall not disclose any information of this Agreement to any third party without the written consent of Party B.

### **Article 4 Rights and Obligations of Party B**

#### Rights of Party B

Party B is entitled to receive success fee commission from Party A in accordance with this Agreement; Party B is entitled to require Party A not to disclose any information of this Agreement to any third party; Party B is entitled to require Party A not to disclose any information of the Investor recommended by Party A.

#### Obligations of Party B

Party B shall not disclose any information of this Agreement to any third party without the consent of Party A.

### **Article 5 Term & Adjustment**

This Agreement shall be effective from the date when it is duly executed by both parties to the date of completion of the services.

A written change, or supplementary agreement, or termination may be entered into after negotiation and approval by both parties.

#### **Article 6 Materials to-be-submitted**

For an efficient co-operation, Party A shall provide Party B true, effective, authentic, accurate and complete materials relative to the specific matter in written or oral form during the engagement and Party B shall report its process or proceedings regularly.

#### **Article 7 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 Shanghai International Arbitration Center for arbitration, whose award shall be final and binding upon both parties.

#### **Article 8 Establishment**

This Agreement shall be written in English and established with both parties' signatures. This Agreement is in duplicate and each party has one with the same legal effect.

Party A:

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Party B:

Title: \_\_\_\_\_

Date: \_\_\_\_\_