

## General Terms and Conditions for Services of UNITY Business Consulting (Shanghai) Co., Ltd.

- 1 Application of these General Terms and Conditions**  
These General Terms and Conditions for Services ("General Terms") shall apply to all services provided by UNITY Business Consulting (Shanghai) Co., Ltd. ("Contractor") to any customer ("Customer") who has entered into a service contract ("Contract") with the Contractor according to Clause 2 hereof.
- 2 Formation of the Contract**  
Unless otherwise agreed in the Contract, the Contract shall come into effect as soon as Customer confirms the offer of Contractor or Contractor accepts the order of Customer for provision of service by Contractor to Customer.
- 3 Nature and Scope of Services**  
Contractor shall provide the services as agreed in the Contract. Customer shall retain the responsibility for the respective project itself performed by Contractor and the resulting outcome. Customer shall be responsible for correct and proper data security. Considering the nature of the Contract being a service contract, the Parties may agree on criteria to measure the completion of the services provision however the Contractor shall not be obliged to guarantee or promise the results to be achieved upon completion of provision of services.  
Contractor shall provide the services in accordance with professional standards at the time of the contract formation and shall employ personnel for this purpose who are qualified to provide the agreed services.
- 4 Co-Operation of Contractual Parties**  
The responsible contacts specified in the Contract shall be the exclusive contact persons for the contractual parties.  
Customer shall communicate requests with regard to the service to be provided exclusively to the responsible contact appointed by Contractor and shall not give directions to any of the other persons used for the services by Contractor. Persons used for the services by Contractor shall not be deemed to enter into any employment relationship or labor service relationship with Customer even if such render any performance at the premises of Customer.
- 5 Substitution of Personnel**  
Contractor is entitled to substitute any person used in the performance of the Contract with other persons. When selecting such persons, Contractor shall take into consideration the best interest of Customer.
- 6 Rights to Physical Results of the Service**  
Contractor shall grant Customer the non-exclusive, permanent, irrevocable and non-transferable right to use the physical results of performance insofar as such comes from the purpose and scope of performance of services under the Contract. Such rights shall extend to the agreed intermediate results, training materials and accessories. The aforesaid rights of use shall only be granted to Customer at the earliest upon full payment by Customer to Contractor of the remuneration. Any deviation from the above provisions for use shall require written agreement by way of written contract.
- 7 Participation by Customer**  
Customer shall provide reasonable assistance and support to Contractor in its provision of services under the Contract. Among other things, Customer shall make available to Contractor the necessary personnel as well as the necessary information and documentation in a full and timely manner, and if any work is to be performed at the premises of the Customer, Customer shall provide the necessary rooms and technical equipment. Any duty of support beyond the above shall be separately agreed upon in the Contract.
- 8 Remuneration and Payment Terms**
- 8.1 Except as otherwise agreed, the sole consideration for the time spent in performing the services under the Contract shall be the remuneration agreed upon in the Contract. Waiting times of the Contractor for which Customer is responsible shall be remunerated in the same matter as working hours.  
Except as otherwise agreed, Contractor shall issue its commercial invoices or payment notice on a monthly basis for the performance provided. Insofar as a commercial invoice or payment notice is accompanied by a performance report, such performance report shall be deemed to have been approved if the Customer does not raise any objections thereto within a period of 14 calendar days of receipt.
- 8.2 Travelling times, travel expenses, and ancillary expenses shall be remunerated in accordance with the contractual provisions.
- 8.3 Unless otherwise agreed in the Contract, the payment of the remuneration for a month shall become due in [ten (10)] working days after Customer receives the corresponding commercial invoice or payment notice from Contractor. Contractor will issue a corresponding tax invoice ("fapiao") after it receives the payment from Customer.
- 9 Non-Conforming Performance**
- 9.1 If the service is not performed in accordance with the Contract or is not performed in a correct manner and if the responsibility for such non-conforming performance is with the Contractor, the Contractor shall provide the service in accordance with the Contract within a reasonable period of time at no additional charge to Customer. Such claims are only valid if customer issues notification of default within two (2) weeks after notice. If Contractor, for reasons for which Contractor is responsible, materially fails to provide performance within a reasonable period expressly defined for such purpose by Customer, Customer shall be entitled to terminate the Contract.  
In such an event, Contractor shall be entitled to remuneration for any services delivered under the Contract until the effective date of the termination. No remuneration shall be due for any services which Customer can demonstrate within four (4) weeks of giving notice of termination to be unsuitable for use by Customer now or in future.
- 9.2 Travelling times, travel expenses, and ancillary expenses shall be remunerated in accordance with the contractual terms and conditions.
- 9.3 **Any further rights on the part of Customer to claim for non-conforming performance are excluded.** This exclusion shall not apply in the case of liability for willful acts or gross negligence of Contractor, or for personal injury or death.
- 10 Other Liability**
- 10.1 Clause 9 herein above shall cover the entire liability of Contractor for quality-related non-conformance with performance requirements.
- 10.2 Notwithstanding otherwise provided in the Contract, Contractor shall be liable for damage or loss for which Contractor is responsible as follows:
- 10.2.1 ***In the event of general or slight negligence Contractor shall be liable only if Contractor is in material breach of contract or in the event of default or impossibility to perform. In such cases liability of Contractor to Customer shall be restricted to direct damage and shall be limited to RMB 4,000,000 per claim event, but not exceeding RMB 8 million per contract, or a maximum of 10% of the total remuneration for the contract for financial loss. Liability for financial loss shall be limited to a total of RMB 4,000,000 per contract. Any rights of Customer to claim for any indirect damages and losses, including but not limited to loss of profit are excluded. In the event of loss of data Contractor shall be liable only for the time and effort required by Customer to recover the data where proper data backups have previously been performed. In the event of general or slight negligence on the part of Contractor this liability shall be effective only if Customer has performed a proper data backup immediately before the action leading to the loss of data.***
- 10.2.2 Even in case of gross negligence, liability shall be restricted to direct damage, provided that such damage has not been caused by any leading personnel of Contractor who are designated for taking charge of the performance of the Contract.  
***In case of liability for initial impossibility, default or express warranties by Customer under the Contract, Customer's liability shall also be restricted to direct damage. The liability with regard to the above shall also be limited.***
- 10.3 The limitations of liability in accordance with Clause 10.2 shall not apply in case of willful acts of Contractor, in case of personal injury or death.
- 11 Limitation**  
Unless otherwise mandatorily provided by the applicable PRC laws, any claims of Customer to Contractor in accordance with Clauses 9 or 10 shall expire within two (2) years after Customer becomes aware or should become aware of the event or circumstances alleged to justify such claim.
- 12 Set-off**  
Customer shall be entitled to set-off only if Customer's claims are undisputed or recognized by final legal judgement issued by competent courts or arbitration commission.

**13 Data Protection, Confidentiality, Security**

- 13.1 Customer shall ensure that Contractor is duly made aware of any relevant facts or information in addition to those required under the provisions of PRC laws, knowledge of which is necessary for the Contractor for reasons of data protect and confidentiality.
- 13.2 Except as otherwise agreed, Customer shall make sure to delete sensitive data prior to delivery of the relevant data medium to Contractor.
- 13.3 Contractor shall ensure that all persons assigned by Contractor for the handling or performance of the Contract shall observe the provisions of PRC laws related to data protection. The obligation to maintain data confidentiality as required under data protection PRC laws shall be undertaken no later than before initial performance of the services, proof of which shall be submitted to Customer at Customer's request.
- 13.4 Customer and Contractor undertake to keep confidential all information and trade and business secrets ("Confidential Information") received from the other party under or in connection with the Contract and not to disclose such Confidential Information to third parties (except for performance of the Contract and on a strict need-to-know basis).  
The foregoing confidentiality obligations shall remain valid until the relevant Confidential Information comes into public domain with no default of the receiving party.

**14 Intellectual Properties**

- 14.1 Contractor shall retain all copyright, patent and all other intellectual property rights ("IPR") and proprietary rights, attached to or embodied in any and all documents, files, consulting and training materials, either oral or written, provided, used or developed by Contractor during the performance of services under the Contract.
- 14.2 Contractor shall be authorized to use the Customer's trade name, company name and trademarks for Contractor's marketing and promotion purposes in an adequate manner.

**15 Non-solicitation**

Unless otherwise agreed in the Contract, during the term of cooperation and for a period of one (1) year following the termination of the cooperation, Customer shall abstain from directly or indirectly soliciting, encouraging or making any offer to any person who is engaged as personnel of Contractor (particularly including consultants of Contractor)during the cooperation or at the date of the termination of cooperation with a view to inducing that person to leave his/her position with Contractor.

**16 Writing**

Unless any other additional form has been agreed, the Contract and any amendments thereto and all representations made under the Contract shall be made in writing. The same shall also apply to any waiver of this requirement of the written form.

**17 Termination of the Contract**

- 17.1 Both Customer and Contractor may terminate the Contract by thirty (30) days' written notice to the other party. In the event of Customer terminating the Contract as mentioned in the preceding provision, Customer shall be liable to compensate all losses and damages suffered by Contractor, including but not limited to costs and expenses for all time and effort already contributed by Customer in respect of the Contract and services until the date of termination.
- 17.2 In case one party is in material breach of the Contract and fail to rectify such breach within thirty (30) days upon receipt of notice of the other party requiring rectification, the other party may terminate the Contract with immediate effect by serving a written notice to the breaching party.
- 17.3 Upon termination of the Contract, Customer shall remain liable for payment of remuneration for services already performed by Contractor and such payment obligation shall become immediately due upon the termination of the Contract. The foregoing shall not prejudice the right of Contractor to claim for additional losses and damages incurred by it.

**18 Applicable Law**

The laws of the People's Republic of China shall apply to the Contract..

**19 Severability**

If any provision of the Contract is ineffective, this shall not affect the effectiveness of the remaining provisions. The parties to the Contract shall cooperate to replace any ineffective provision with a provision which reflects as closely as possible the original intention of the ineffective provisions.

**20 Entire Agreement**

These General Terms shall be an integral part of any Contract between Contractor and Customer. In case of any difference between these General Terms and the body text of the Contract, the body text of the Contract shall prevail.

**21 Jurisdiction, Place of Performance**

The place of performance for all obligations arising under the Contract shall be the People's Republic of China. Any dispute, controversy or claim arising from or in connection with the Contract, including the validity, breach or termination thereof shall finally be submitted to Shanghai International Arbitration Center for arbitration acting on the basis of its arbitration rules in force at that time. The arbitration shall be held in Shanghai. The arbitral tribunal shall be composed of three (3) arbitrators. The arbitral procedure shall be conducted in both English and Chinese. The arbitral award shall be final and binding upon both Parties.

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