

Agreement

Party A:

Party B: Red Dragon Business Consulting Company Limited, Shanghai.

Party A has requested consultation services from Party B regarding foreign languages studies and recruitment of western teachers. It is declared the agreement by both of the parties on the basis of fairness, open discussion and mutual cooperation that the content is as follows:

I. Definitions

Apart from other amendments, the terminology used in this agreement follows:

- i. The legislation: statutory laws, regulations and other legal documentations made by the People Republic of China
- ii. Agreement: the written paper signed by both parties
- iii. Services: what Party B can offer and complete based on the agreement

II. Party A's Responsibilities and Obligations:

- i. Provide Party B with the needs and requirements in consulting range and make it explicit and detailed (see attachment). To provide essential information in order that Party B can meet their requirements for finding the teacher
- ii. Be responsible for invitation letter and legal working visa (Z-visa) once they agree to hire teachers
- iii. Be legally responsible for any teacher it recruits, and strictly adhere to government legislation and procedures enacted by the National Ministry of Education
- iv. Not entitled to charge a third party with any fees, or allow a third party to be involved in the consultation activities. Not participate in any activities that go against the legislation or else be responsible for any likely consequences during the life of the agreement
- v. Must not release any information without the written consent of Party B to any other party, e.g. technical information, teacher profiles, company information, CV's and company prices without the written authorization from Party B, otherwise, be responsible for all liability on Party B's side

III. Party B's Responsibilities and Obligations

- i. Try its best to provide consulting services in order to fulfil the Party A's needs in the efficient and cost-effective manner. Review the candidates on language skills, education certificates, teaching abilities and present their advice
- ii. Provide the Party A with candidates' copy of their: of degree/education certificates, teaching qualifications, CVs, valid passport and visa, and assist them verify the validity of these.
- iii. Guarantee to supply Party A with the most suitable and experienced candidates, and be responsible for the particular candidates qualifications and experience as stated in the agreement
- iv. Not allowed to release any information without written consent of Party A to any third party, e.g. technical information, teacher profiles, company information,

CV's and company wages without the written authorization from Party A, otherwise, be responsible for all liability on Party A's side

IV. Fees and Payment Methods

- i. Fees taken during the agreement are to be paid by Party A to Party B in Chinese currency (RMB)

Name of the bank: ICBC, Shanghai (中国工商银行)

Account Name: (-----)

Account number: -----

- ii. The total consulting fees: RMB
- iii. Methods of payment – Bank Transfer
- iv. Neither of the parties is allowed to change and/or modify the amount and/or methods of payment unless under mutual written consent.

V. Ending and Terminating the agreement

- i. In the situations listed below that occur during the agreement, Party A has the right to cancel the agreement and is entitled to a full refund:
- a) Party B failed to provide the correct information of the teaching qualifications and profiles of the candidates
  - b) Party B knowingly provided Party A with misleading information and forged or counterfeit profiles from the candidates
- ii. In the situations listed below that incur during the agreement, Party B has the right to cease the agreement and keep all the paid fees; besides, remains the right for any further legal action.
- a) Party A failed to make a full payment after the closing of the agreement in TEN excessive days
  - b) Party A makes any change according to part 2(a) so that Party B could not complete their obligation
  - c) Party A signs the contract with the teacher without written consent sent to Party
  - d) If Party A fails to follow the instructions above they should pay a penalty no less than two times the total consultation fee stated in Part IV
- iii. The agreement takes into effect starting from both signatures, and ends at collection of the full payment from Party A

VI. Laws that This Agreement Applied to

The explanations and meanings of the agreement and the relationship between the two parties are reserved by the legislations of P.P of China.

VII. Executive Place of the Agreement

This agreement is restricted within the country of P.R of China

VIII. Fairness and Credibility

Both of the parties should rely on the policy of this agreement, through taking all

reasonable actions to keep the consistency of the agreement. Not under any circumstances should either above party take advantage of the other according to any clause outlined in this agreement.

IX. Solutions to disagreements

a) Conflicts during the agreement should be worked out through discussions and result in written supplementary attached to this agreement. The amendment has the same legal standing as the agreement.

b) Conflicts that can not be solved during the conduct of the agreement will lead to legal proceedings by either party in terms of equal rights

X. Once the agreement is signed by both parties, the agreement must have two signed copies, one for each above party.

Party A:  
Signature:  
Date:

Party B:  
Signature:  
Date: