

Convention for expert Support

The parties between:

Mr. (Name)

President and GM

(Company)

Address:.....

Tel.:+86-.....

Activity:

designated here below as Beneficiary

And,

Jean Roger Bureau

President

Associated Volunteer experts

Address :22 avenue de Saxe, 75007 PARIS – France

Tel. : +33 (0)9 66 96 91 32

Activity: French association dedicated to social economic
development

designated here below as AVe

It was set forth the following:

Preamble

It is acknowledged that:

The Beneficiary requests foreign Senior experts who could assist the company. The Beneficiary also declares that the company could not obtain the required assistance from private consulting firms.

AVe, who met the Beneficiary General Manager and analyzed the company profile provided by Beneficiary, considered that the requested service was in compliance with AVe Codes of ethics and that AVe Senior experts had the required competencies to meet the company expectations.

Mr. Jean-Roger BUREAU, AVe President, has a full understanding of the company request and, further to his discussions with Beneficiary, agreed to give the mission to AVe expert (Name).

Consequently, the following was agreed:

Convention

I. Subject

The parties agreed to engage into an AVE Senior expert support mission.

The mission consists in bringing the company effective support in order to boost its development and develop its international relations.

II. Beneficiary commitments

The Beneficiary accepts the objectives and conditions of intervention of AVE Senior experts, as described in the present convention.

It commits, in particular:

- to consider AVE Senior expert as a volunteering and moral support who can transfer his experience;
- to take into account the information and the recommendations received from AVE Senior expert, considering, however, that the decisions he makes from this information or the use made from it are under its sole responsibility;
- to provide AVE Senior expert necessary information for the good achievement of his mission, particularly the annual and periodic activity reports and all available documents needed to acquire a full understanding of the economic and business situation of the company;
- to set up organizations and tools which would be considered useful for a good development of the company;
- to share with AVE Senior expert possible difficulties and to communicate in all frankness the necessary information so he can make the best recommendations.
- to organize and facilitate AVE Senior expert mission.
- to provide English translation at meetings and of documents when necessary.
- to assist AVE Senior expert during his local interventions at the Beneficiary.
- To pay AVE all due charges without delay.

III. AVe Senior expert commitments

AVe Senior expert commits and particularly:

- to make available to the Beneficiary competencies and experience.
- to advise in all fields, especially in strategy, organization, marketing and sales, international relations
- to provide support agreed according to the Sales plans and anywhere required by the Beneficiary.
- to provide the Beneficiary regular reports during the convention period.

AVe Senior expert will always be attentive not to substitute himself to the Beneficiary executives and will avoid at any time to make decisions for the company.

In any case, AVe Senior expert may not be held responsible for recommendations he makes and the Beneficiary remains the only responsible person for the choices made for the company.

IV. AVe commitments

AVe commits:

- to support AVe Senior expert activity throughout the mission. AVe will also make available to the Beneficiary its network of experts, when necessary for the mission.
- to answer requests for additional competencies needed by the Beneficiary during the course of the mission, as long as AVe can identify available ones in its network.
- to listen to the Beneficiary and AVe Senior expert regarding all difficulties which may arise during the mission.
- to share available training material with the Beneficiary.

V. Duration and interventions

The present convention is valid for a duration of three 3 years, from (Date) till (Date).

Its renewal may only be done with an amendment, which will specify the renewal period and its conditions.

AVe Senior expert will provide support in Europe and on site when required.

The interventions between the Beneficiary and AVe Senior expert will be organized at their will, on the company site or using remote communication (e-mails, wechat, skype, telephone). AVe Senior expert will insure that the agreed schedule for the sessions will be met.

AVe Senior expert may spend working time in preparation of interventions, meetings, documents review, requested analysis, at no charge to the Beneficiary.

VI. Contribution of the Beneficiary to AVe operating cost

AVe Senior expert mission, like all AVe missions, is carried out on a volunteering principle.

However, the Beneficiary is required to contribute to AVe operating cost for the mission, as follows:

- contribution to AVe association operating cost, on the basis of (amount) Euros per year, first payment to be made upon receipt of AVe invoice with attached (Date) Sales plan. Next payments will be made upon receipt of AVe invoices with attached correspondent year Sales plan, at each anniversary date of the convention.

AVe Bank information:

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VII. AVe experts direct expenses

- All direct expenses related to the mission and incurred by AVe Senior expert (and additional AVe experts if applicable) will be charged to the Beneficiary, after prior approval by the Beneficiary.
- When international trip is required and agreed, the Beneficiary will provide AVe Senior expert (and additional AVe experts if applicable) a round trip air ticket between Paris and the intervention location and will make the necessary hotel/accommodation reservation and payment.
- The Beneficiary will also provide AVe Senior expert (and additional AVe experts if applicable) an appropriate means of

transportation for the local commuting between hotel/accommodation and work site.

In addition, the Beneficiary agree to provide AVe Senior expert (and additional AVe experts if applicable) all necessary documents and information to obtain the entry visa, the mission authorization and to comply with any other formalities in effect in China.

All costs related to the here above listed formalities will be invoiced by AVe to the Beneficiary and should be paid before during the time AVe Senior expert visits the Beneficiary.

VIII. Confidentiality

AVe and its AVe Senior expert will keep confidential all confidential information regarding the mission.

IX. Early termination

The Beneficiary or AVe may, at any time, terminate the present convention by simple 8 day notice addressed to each of the parties.

Provided AVe Senior expert mission is being in progress, AVe should not terminate the mission unilaterally without agreement reached between AVe and the Beneficiary unless force majeure.

When the early termination is exercised by AVe and if the Beneficiary requests it, AVe will make all effort to propose a new AVe Senior expert.

All sums paid by the Beneficiary to AVe are non refundable.

A meeting between the parties may be organized to explain the reasons of the early termination and in order to terminate AVe Senior expert mission in the best spirit and respect of all parties involved.

Signed in three copies on (Date) and the three copies of this convention has the same legal effect.

(City, and Date).

Jean Roger Bureau
AVe President (Signature)

(Name) (Signature)
Associated Volunteer expert:

(Name)
President and General Manger (Signature)