

BEIJING

CC44210003B

Amendment #003 - 2010 April 20

SERVICE CONTRACT

MINISTRY CONTRACT NO.: CC44210003
SERVICE LINE: 22441 – Asia Pacific Initiative
RESP.: 25442 – Greater China Section
International Relations and Business Development Branch
STOB: 60/63/75
PROJECT: 2544203
TEMPLATE VER: v6.3 (2010)

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Small Business, Technology and Economic Development (the "Province", "we", "us", or "our" as applicable) at the following address:

Suite 730 - 999 Canada Place, Vancouver, BC, V6C 3E1
Tel: +1 (604) 775-2100 Fax: +1 (604) 775-2197

AND

HO HING CONSULTANCY INC (the "Contractor", "you", or "your" as applicable) at the following address:

Suite 1238, 12th Floor, China Resources Building, 8 Jianguomenbei Avenue, Beijing 100005, P.R. China
Tel: +86 (10) 5811-1900 Fax : +86 (10) 5811-1899

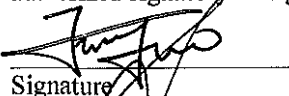
Whereas the Province wishes to retain the services of the Contractor to provide In-Market Representation for trade promotion and investment attraction related services in North China as set out in this Agreement;

And whereas the Contractor has represented that the Contractor has the skill and expertise necessary to perform the services set out in this Agreement;

The parties agree on the terms, inclusive of those within the Schedules, hereinafter set out as follows:

- SCHEDULE A - SERVICES AND TERM
- SCHEDULE B - FEES AND EXPENSES
- SCHEDULE C - INSURANCE
- SCHEDULE D - PRIVACY PROTECTION
- SCHEDULE E - ADDITIONAL TERMS
- SCHEDULE F - USE OF PROVINCIAL ID AND OFFICIAL MARKS
- APPENDIX 1 - RENTAL OR LEASE AGREEMENT FOR REPRESENTATIVE OFFICE SPACE
- APPENDIX 2 - SUBCONTRACTS FOR PERSONS RETAINED TO ASSIST IN DELIVERY OF THE SERVICES
- APPENDIX 3 - OTHER SUBCONTRACTS TO SUPPORT DELIVERY OF THE SERVICES

SIGNED AND DELIVERED on the 21st day of April, 2010, by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation).


Signature

KEVIN WAI LOUN TSUI
Print Name

SIGNED AND DELIVERED on the 17 day of April 2010, on behalf of the Province by its duly authorized representative:


Signature(s)

MARCUS EWERT-JOHNS
Print Name

Contractor Initials KT

1 of 48

Province Initials MT

TERMS OF SERVICE CONTRACT

ARTICLE 1 -- Interpretation:

1.1 Definitions: In this agreement:

- a) "Ministry" means the Province as represented by the Minister of Small Business, Technology and Economic Development;
- b) "we", "us", and "our" refer to the Province of British Columbia alone and not to the combination of the Contractor and the Province which is referred to as "the parties";
- c) "BC" and "B.C." means British Columbia;
- d) "Province's Personnel" or "Contract Manager" mean to the following contact(s) in the Ministry:
 - Manager, International Business Development – North China
 - Alternate: Director, Greater China
 - International Relations and Business Development Branch
 - Asia Pacific, Trade and Investment Division
- e) "Contractor", "you", and "your" refer to the contractor who is the duly authorized representative identified on page 1 of this Agreement.
- f) "Subcontractors" refer to entities engaged by the Contractor to carry out obligations in this contract on behalf of the Province.
- g) "RFQ" means the Request for Qualifications for In-Market Representation consulting services, issued by the Province for the Services and any addenda to it;
- h) "RFP" means the Request for Proposals dated November 7, 2008 for In-Market Representation consulting services, issued by the Province for the Services and any addenda to it;
- i) "Proposal(s)" means all documentation submitted by you in response to the Request for Request Qualifications (RFQ) and Request for Proposals (RFP), which has been accepted by the Province, in whole or in part, as set out in Schedule A;
- j) "Agreement" means the written agreement resulting from the Request for Proposals executed by the Province and the Contractor and is the aggregate of:
 - i) this service contract including all schedules and appendices to this service contract,
 - ii) the RFQ and the RFP, including any addenda,

Contractor Initials KTProvince Initials WJ

- iii) the Contractor's Proposal,
 - iv) any and all addenda agreed to by the parties issued after the execution of, and pursuant to, this service contract;
- k) "Fiscal Year" means the period commencing on April 1st in one calendar year and ending on March 31st in the next calendar year.
- l) "Territory" means the People's Republic of China (China) and Mongolia, and is defined more specifically as including the following geographical and functional areas:

Primary Geographic Markets: Municipality of Beijing, Municipality of Tianjin, Province of Hebei, Province of Liaoning, Province of Shandong

Secondary Geographic Markets: Province of Jilin, Province of Heilongjiang, Province of Shanxi, Province of Shaanxi, Province of Gansu, Ningxia Hui Autonomous Region, Province of Qinghai, Inner Mongolia Autonomous Region, Xinjiang, Uyghur Autonomous Region, Tibet Autonomous Region; and the country of Mongolia.

Functional: The Representative leads on all economic files in the Territory.

- m) "Deliverables" means any and all deliverables described in Schedule A attached hereto, together with all concepts, techniques, ideas, information, documentation and any other materials, however recorded and all Intellectual Property Rights arising there from developed for or provided to us by you, or your respective employees, volunteers or agents in the course of performing the Services;
- n) "Province Confidential Information" means all information or material belonging to the Province that is of a proprietary or confidential nature, regardless of whether it is identified as proprietary or confidential or not, including but not limited to information and material of every kind and every description which is communicated to or comes into the possession or control of you at any time, but Province Confidential Information must not include information that:
- i) is or becomes generally available to the public without fault or breach on the part of you, including without limitation the breach of any duty of confidentiality owed by you to us or to any third party, but only after that information becomes generally available to the public;
 - ii) you can demonstrate to have been rightfully obtained by you from a third party who had the right to transfer or disclose it to you free of any obligation of confidence; or
 - iii) you can demonstrate to have been rightfully known to or be in the possession of you at the time of disclosure free of any obligation of confidence; or
 - iv) is independently developed by you without use of any Province Confidential Information;

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Province Initials M

- o) the words "includes" and "including" are not intended to be limiting;
- 1.2 The division of this Agreement into Articles, sections, clauses, paragraphs, and the insertion of headings are for convenience of reference only and must not affect the construction or interpretation of this Agreement.
- 1.3 All references to Schedules refer to Schedules of this Agreement, which are part of and form an integral part of this Agreement.

ARTICLE 2 -- Contractor's Obligations:

- 2.1 You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A, (the "Term") regardless of the date of execution or delivery of this Agreement.
- 2.2 You must not provide the Services in Schedule A to any other party, while you are providing the Services to us. For greater certainty, you must not represent other states, nations, or provinces or other political entity or provide trade promotion or investment attraction related services to third parties on a fee for services basis or for any other form of direct or indirect remuneration or benefit during the Term without the express written consent of the Province.
- 2.3 Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, approvals and licenses necessary or advisable to perform your obligations under this Agreement.
- 2.4 Your Information Management / Information Technology tools and systems (including Customer Relations Management (CRM) and communication tools) must be approved by the Ministry and in accordance with Ministry guidelines.
- 2.5 You must maintain and repair all equipment, furniture, and fixtures provided to you by the Province in connection with your obligations under this Agreement in accordance with the manufacturers' specifications, such that all equipment must, at all times, be in the same original condition as it was when supplied, reasonable wear and tear excepted.
- 2.6 Unless the parties otherwise agree in writing, you must secure appropriate office space suitable to the Ministry's requirements as directed by the Contract Manager. You must deliver one original signed copy of the lease to the Ministry which when so delivered will be deemed to constitute Appendix 1.
- 2.7 Your office design, fittings and signage must be approved by the Ministry and be in accordance with the Province's branding guidelines. They must also be maintained so that the brand is upheld.
- 2.8 You must pay all applicable taxes, including excise taxes incurred by or on your behalf with respect to this Agreement. You will be solely responsible and must pay all personal, local, state, and federal taxes incurred by you in the Territory and in Canada as appropriate.

Contractor Initials KT

4 of 48

Province Initials



ARTICLE 3 -- Standard of Conduct:

- 3.1 You must perform the Services to the highest standard of care, skill, and diligence that is expected of an overseas representative for the Province of British Columbia.
- 3.2 You shall conduct yourself in a manner that does not, in our sole opinion, bring the Province of British Columbia into any disrepute, in the sole opinion of us, and you must abide by the business standards of the Province of British Columbia and Canada, including but not limited to:
- a) you shall treat all requests and inquiries from any prospective client company with due consideration and service;
 - b) you must not benefit from, receive or request from any person, or offer or promise to pay any person commissions, discounts, gifts or payments of any kind in connection with the provision of services by you or the discharge of your obligations under this Agreement.
- 3.3 You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
- a) We must be consulted on your recruitment and assignment of subcontractors to assist in performance of the services under this Agreement, and you must provide us with copies of subcontracts that you sign for budgetary purposes.
 - b) Should you require additional subcontractors during the Term, you must provide a written request to the Ministry for approval prior to commencement of any subcontracts. The Ministry is not obligated to provide payment for any subcontractors that have not received prior informed consent and approval.
 - c) The Ministry reserves the right in its sole discretion to request from you, a replacement for any subcontractor or personnel, if it is determined that his/her performance or behaviour does not meet the satisfaction or standards of the Ministry.
- 3.4 You must, upon our request, fully inform us of all work done by you or any person you employ or retain in connection with providing the Services.

ARTICLE 4 -- Conflict of Interest:

- 4.1 Beyond the services that are listed in Schedule A, you must not provide any services to any person in circumstances, which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
- 4.2 You and any of your advisors, partners, employees, agents and volunteers must not engage in any activity or provide any services to any third party where such activity or the provision of such services, creates a conflict of interest (which, in our sole opinion, is actual or potential) with the provision of the Services pursuant to the Agreement. You acknowledge and agree that it is a conflict of interest for you to use Province Confidential Information or other information of the Crown relevant to the Services where the Minister has not specifically authorized such use.

Contractor Initials KT

5 of 48

Province Initials W

- 4.3 You, and any of your advisors, partners, employees, agents and volunteers must not represent other states, nations, provinces or political entities to provide trade promotion or investment attraction services or provide the Services to any third parties on a fee for service basis or for any other form of direct or indirect remuneration or benefit during the Term, without the express written consent of the Province.
- 4.4 You must immediately disclose to us without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest. You must submit a statement in form and containing content specified by us in April of each year during the Term.
- 4.5 During the Term, you, and any agents or consultants under your control must not compete with the provision of trade promotion and investment attraction services set out in Schedule A, directly or indirectly, for you or on behalf of any other Person or other entity in the promotion of services the same or similar to the Services described in Schedule A within the Territory.
- 4.6 Without restricting any other provisions relating to confidentiality set out in this Agreement, you must not at any time or under any circumstances disclose to any person any of the secrets, methods or systems used by us in our business. All customer lists, memos, reports, financial documents, and such other information of any nature made available to you by virtue of your association with us must be held in strict confidence during the Term and after the termination or expiry of this Agreement.

ARTICLE 5 -- Mandatory Service Requirements:

- 5.1 You must give all the notices and obtain all the necessary permits / visas required to perform the work in your local territory.
- 5.2 You must comply with all relevant British Columbia and local territory laws applicable to the work or performance of this Agreement.
- 5.3 You must not assign any of your rights under this Agreement without our prior written consent.
- 5.4 You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.
- 5.5 You must apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items, which we have paid for or agreed to pay for under this Agreement.

ARTICLE 6 -- Province's Services and Non-Exclusivity:

- 6.1 We may from time to time in our absolute discretion, guide or advise you, or give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.

Contractor Initials KT

6 of 48

Province Initials



- 6.2 We must make available to you all information in our possession, which we consider pertinent to your performance of the Services.
- 6.3 You do not have the exclusive right to perform and provide to us the Services. We may contract for identical or similar services from any other Person without restriction and you hereby acknowledge our right to do so.
- 6.4 You must work in collaboration with the Province's partners in your territory as identified by the Province's Personnel. These partners may include the Federal government, Canadian business partners, academic partners, tourism partners, as well as other provinces as identified by the Ministry when and as appropriate.

ARTICLE 7 -- Payment:

- 7.1 If you comply with this Agreement, we will pay you in accordance with the fees and expenses and processes described in Schedule B.
- 7.2 In order to obtain payment of any fees under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
- 7.3 In addition to any other condition of payment, the payment of monthly fees and expenses for services rendered under this Agreement is conditional upon monthly reports under Article 9.3 having accompanied invoices.
- 7.4 We may hold back payments payable to you under Schedule B until such time as you have completed in full and to the Province's satisfaction, the obligations set out in Schedule A that relate to those payments. Any amount so held back will be paid to you by not later than thirty (30) days following completion of those obligations.
- 7.5 We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services. Upon Ministry approval of the resolution or remedy, any amount held back will be paid to you by not later than thirty (30) days.
- 7.6 We may hold back payments payable to you under Schedule B at any time if the Ministry determines that any equipment, furniture or fixture was not reasonably maintained, deficient or unavailable for use. Upon remedy and Ministry approval, any amount held back will be paid to you by not later than thirty (30) days.
- 7.7 Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
- 7.8 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Contractor Initials Kt

7 of 48

Province Initials WJ

- 7.9 We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the applicable federal and provincial taxes.

ARTICLE 8 -- Document Retention, Reports, and Audit:

- 8.1 You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period of six (6) years in respect of the Services from the respective dates that the particular Services were performed and for six (6) years in respect of billing statements from the respective dates of the billing statements issued pursuant to this Agreement, so as to enable us to verify that the Services have been performed in accordance with the Agreement, and all Requirements of Law and to ascertain the accuracy of any billing statements in respect thereof.
- 8.2 You must make entries into the Ministry's designated "Customer Relationship Management" tool within five (5) business days of client engagement, or within ten (10) business days if travelling internationally, to record progress towards benchmarks and outcomes identified in Schedule A.
- 8.3 On a monthly basis, you must provide written electronic summary reports during the Term, not later than five (5) business days following the end of the applicable month.
- 8.4 The reports referenced in 8.3 are to be prepared in formats provided by the Ministry.
- 8.5 You must maintain all Province related information in your system, in the form of electronic files and paper copies, or as we may require, including Province related reports and accounts for any reporting period up to and including the end of the Term. You must provide reports concerning information referred to in this section in form, substance and frequency as may be directed by the Province from time to time.
- 8.6 You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are:
- a) produced by you or any person you employ or retain (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material"), or
 - b) received by you or any person you employ or retain, from us or any other person (the "Received Material").

In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".

- 8.7 You must permit and assist us in conducting audits of your operations to verify that Services are being or have been provided in accordance with the Agreement and that the billing statements are in accordance with this Agreement. We will provide you with five (5) business days prior notice to

Contractor Initials KT

8 of 48

Province Initials MIT

our requirement for such audit. For the purposes of this Agreement, the scope of any audit may include, without limitation, review, analysis, reports, recommendations and directions concerning all matters related to security of information, records and all other real or personal property used in, related to, or resulting from, the performance of this Agreement.

ARTICLE 9 -- Confidential and Intellectual Property and Personal Information:

- 9.1 You must treat as confidential all information in the Material and not permit its disclosure without our prior written consent except
- a) as required to perform your obligations under this Agreement or to comply with applicable law,
 - b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
 - c) if it is information in any Incorporated Material.
- 9.2 You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
- 9.3 If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide such access, you must advise the person to make the request to us.
- 9.4 We exclusively own all property rights in the Material, which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
- 9.5 We exclusively own all intellectual property rights, including copyright, in
- a) Received Material that you receive from us, and
 - b) Produced Material, other than any Incorporated Material.
- 9.6 Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.
- 9.7 Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
- 9.8 You must sign an acknowledgement of assignment of copyright and a waiver of moral rights at the end of the Agreement prior to final payment or release of holdback.

Contractor Initials KT

9 of 48

Province Initials

- 9.9 This Agreement involves "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*. You must comply with the Privacy Protection Schedule, attached as Schedule D.

ARTICLE 10 -- Non-Agent, Not an Employee:

- 10.1 It is agreed, acknowledged and understood by the parties hereto that this Agreement is a contract for a service and that you are an independent contractor. Nothing in this Agreement has the effect of creating an employment, partnership or agency relationship or creating an appointment under the British Columbia *Public Service Act*.
- 10.2 You have no power or authority to bind the Province or to assume or create any obligation or responsibility, express or implied, on the Province's behalf or on behalf of Her Majesty the Queen in right of the Province of British Columbia. For greater certainty, you acknowledge and agree that:
- a) You are not entitled to receive any employee benefits, including but not limited to, vacation leave, sick leave or any type of leave whatsoever; and
 - b) We are not required to and will not be making deductions under the Canada Pension Plan, the Employment Insurance Act, and will not be deducting or withholding amounts, or remitting amounts on account of income tax, or analogous types of deductions or remittances in British Columbia, Canada or the Territory.
- 10.3 You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.

ARTICLE 11 -- Indemnification and Non-Liability of Province:

- 11.1 You must indemnify and save harmless us, the Province, our employees and agents from and against all claims, demands, losses, damages, actions, causes of action, costs and expenses, that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
- 11.2 You release the Province from all liability for any injury including death to you or to the person of any officer, director, employee or agent of yours or for the loss of or damage to your property or any of your employees or agents that is caused in any way by your performance of the Services under this Agreement.
- 11.3 Notwithstanding any other provision of this Agreement, the total liability (whether arising in tort, contract or otherwise) of the Province to the Contractor respecting any matter related to, arising under, or in any manner connected with, this Agreement, must not exceed, at any time, the amount remaining unpaid by the Province to the Contractor under this Agreement.

ARTICLE 12 -- Representation and Warranty:


- 12.1 You warrant and represent that you have the full right and power to conclude and execute this Agreement, and when executed and delivered by you constitutes a legal, valid and binding obligation of you enforceable in accordance with the terms hereof; there is no agreement with any other Person which would in any way interfere with our rights under this Agreement.
- 12.2 If you are a corporation, you warrant and represent that you validly exist and are in good standing under the laws of your incorporating jurisdiction and that you are entitled to carry on business in the geographic areas required of you under this Agreement and that the execution of this Agreement and your performance and obligations hereunder:
- a) will not breach any provision of your business license, articles of incorporation, or similar organizational documents;
 - b) will not breach any applicable laws or any governmental authorization or approval; and
 - c) will not breach or result in a default under any contract to which you are a party.
- 12.3 You warrant and represent that no lawsuit, arbitration or other legal or governmental proceeding is pending, or to your knowledge, threatened against you that would affect your ability to perform your obligations under this Agreement.

ARTICLE 13 -- Termination and Expiration:

- 13.1 This Agreement will terminate on the date the Term ends as set out in Schedule A (the "Termination Date") or on March 31st preceding the Termination Date if it is determined by the Province in its sole discretion, that there is not, or will not be, sufficient budget in the Ministry to renew the Agreement for the next fiscal year of the Term.
- 13.2 Termination of Agreement - Immediate: We reserve the right to terminate the Agreement immediately upon giving written notice to you if:
- a) you are adjudged bankrupt or make a general assignment for the benefit of your creditors;
 - b) a receiver is appointed on account of your insolvency;
 - c) you use, destroy, exploit, or disclose any Province Confidential Information or any Personal Information contrary to this Agreement;
 - d) you are in default of your obligations under Article 3 ("Standard of Conduct"), Article 4 ("Conflict of Interest") or Article 21 ("Media Contact and Promotion Restriction");
 - e) you have made a material misrepresentation or have provided materially inaccurate information in your Proposal, which we learned about during the Term.

Contractor Initials KT

11 of 48

Province Initials 

- f) any of the representations or warranties contained in this Agreement are not accurate in all material respects on the date this agreement is executed.
- 13.3 Termination of the Agreement - Prior Notice: We reserve the right to terminate the Agreement upon giving ten (10) business days prior notice to you if you:
- a) neglect or fail to carry out the Services in accordance with the Agreement; or
- b) fail to observe any of its obligations required by the Agreement, in addition to the performance of the Services.
- 13.4 Second Notice - If you have been given one (1) notice under Section 13.2 above, the giving of the second notice, whether such notice(s) relate to the same default or delay or arise out of separate occurrences, may result in the immediate termination of the Agreement at our option.
- 13.5 Termination of the Agreement - No Cause: Either party to the Agreement reserves the right to terminate the Agreement, without cause, upon ninety (90) business days prior written notice to the other party. Upon such termination, we must pay you a final invoice for services received on a pro-rated basis and according to monthly compensation rates provided in Schedule B. Following this final payment, neither party will make any further claim.
- 13.6 Effect of Termination - Rights of the Province: Our termination of you under this Agreement does not constitute a waiver of any of the above instances of termination, waive any rights or remedies we may have in the Agreement or otherwise at law. We are only obligated to pay for Services completed in connection with the Agreement up to and including the effective date of such termination. Termination does not relieve you from your warranties and other responsibilities relating to the Services performed or money paid, or both, up to and including the date of termination.
- 13.7 Termination or Expiry of Agreement - Duties of the Contractor: Upon termination or expiry of this Agreement, you must, at a minimum, in addition to other provisions in this Agreement:
- a) provide to us a final report of, and all other information reasonably requested by us pertaining to the Services;
- b) return the Province Confidential Information, Personal Information, Deliverables and all other information, including, but not limited to, all signage, brochures, and promotional materials to the Province in accordance with this Agreement;
- d) return to us all other documents and records that are owed to the Province;
- e) return to us all property that is owned by the Province including, without limitation, such items as furniture, equipment, artwork, marketing banners, collateral and tools;
- f) surrender or transfer to a representative designated by the Province, on terms agreed to by the Province, all leases including for office space, office fitting and signage, information management and technology tools; and

Contractor Initials KI

12 of 48

Province Initials [Signature]

- g) execute the documentation as may be reasonably required to give effect to the termination of the Agreement including reconciliation of an asset inventory.
- 13.8 Reimbursement of Overpayments: Notwithstanding the termination or expiry of this Agreement, you must pay us the amount of any Overpayments (as defined in, and in the manner specified by, Schedule B).
- 13.9 Additional Charges: Notwithstanding the termination or expiry of this Agreement, you must indemnify us against
- a) the amount of any liens or other third party claims that have arisen or could arise such as penalties for breaking leases, and
 - b) the amount of replacement costs if we determine any of the property, equipment, furniture or fixtures were not reasonably maintained or became abnormally deficient due to neglect beyond normal wear and tear.
- 13.10 Nondisclosure and Noncompetition: After expiration or termination of this agreement, you agree:
- a) to hold in confidence all information related to the Ministry's practices, patents, trademarks, and trade secrets and not to disclose them to anyone.
 - b) not to make use of the leads you made or the research done in the course of your work for the benefit of a competing jurisdiction for a period of one year's time following the expiration or termination of this agreement.
 - c) not to sabotage any active deals that may be in place for the Province.
 - d) to pay liquidated damages of up to a maximum CAD \$50,000 if any violation of this paragraph is proved or admitted.


ARTICLE 14 -- Insurance:

- 14.1 You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule C, as modified from time to time in accordance with our directions.

ARTICLE 15 -- Laws:

- 15.1 The validity and interpretation of this Agreement are governed by and is to be construed and interpreted in accordance with the laws of the Province of British Columbia and those of Canada applicable therein.
- 15.2 The parties hereto attorn to the jurisdiction of the courts in the Province of British Columbia, Canada. We may commence an action to enforce any rights we might have hereunder in any jurisdiction in which you are resident, including but not limited to the Territory.

Contractor Initials KT

Province Initials 

ARTICLE 16 -- Waiver:

- 16.1 A waiver of any term of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term.

ARTICLE 17 -- Entire Agreement:

- 17.1 This contract embodies the entire agreement of the parties with regard to the provision of the services and there are no understandings or agreements, verbal, oral or otherwise, exist between the parties hereto except as expressly set out in this contract, provided that, in the event of a conflict between the terms of any part of this Agreement and the terms of any other part, the order of precedence for purposes of interpretation is:
- a) this service contract inclusive of the schedules and appendices to this service contract,
 - b) the RFQ and the RFP, including any addenda, and
 - c) the Contractor's Proposal.
- 17.2 Provisions in Articles 5, 7, 8, 9, 11, 13, and 15 continue in force indefinitely, even after this Agreement ends.
- 17.3 If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.

ARTICLE 18 -- Amendments and Alterations by Means of a Written Agreement:

- 18.1 The parties may amend this Agreement from time to time, provided that all such amendments are in writing and executed by the signatories of the parties as may be authorized from time to time in that regard.
- 18.2 Any notice contemplated by this Agreement, to be effective, must be in writing and either
- a) sent by electronic mail to the email address of the Province's Personnel provided to the contractors, or
 - b) by fax to the addressee's fax number specified in this Agreement, or
 - c) delivered by hand to the addressee's address specified in this Agreement, or
 - d) mailed by prepaid registered mail or courier service to the addressee's address specified in this Agreement.
- 18.3 Any notice mailed in accordance with paragraph 18.2 (d) is deemed to be received ninety-six (96) hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

Contractor Initials KT

14 of 48

Province Initials WZ

ARTICLE 19 -- Communications:

- 19.1 The parties agree that all communications between them in respect of this Agreement must be conducted through the following Province's Personnel as identified in Article 1.
- 19.2 We may at any time designate different personnel than those set out by giving you written notice.
- 19.3 Any notice, purchase order, statement, progress report, invoice, statement of disbursements, authorization, certification, certificate, permission, application, information, requirement, release, assignment, approval, delivery, payment, waiver, or other written communication or document, given by one party to the other under this Agreement must be delivered or sent by electronic mail, or by prepaid mail or by means of other service in the nature of a courier service to the other party at the addresses specified in this Agreement.
- 19.4 Either party may designate, by written notice, another address in substitution for his address set out above.
- 19.5 When Notice Received: A notice given under this Agreement that is sent by prepaid mail will be deemed to be received by the party to which it is sent seven (7) business days after the date on which it is mailed unless otherwise specified. A notice given under this Agreement that is delivered by means of a service in the nature of a courier service will be deemed to be received by the party to which it is delivered on the date on which it is delivered.

ARTICLE 20 -- Dispute Resolution:

- 20.1 In the event of a dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, the parties may attempt in the first instance to resolve their differences through friendly consultations.
- 20.2 In the event the dispute controversy or claim is not resolved through consultations within sixty (60) days, then the parties may, by agreement in writing, initiate proceedings to have the dispute referred to and finally resolved by arbitration.
- 20.3 The appointing authority shall be the British Columbia International Commercial Arbitration Centre.
- 20.4 The case shall be administered by the British Columbia International Commercial Arbitration Centre in accordance with its Rules.
- 20.5 The place of arbitration shall be Vancouver, British Columbia, Canada.

ARTICLE 21 -- Media Contact and Promotion Restriction:

- 21.1 Media in relation to Agreement: You must not at any time directly or indirectly communicate with the media in relation to this Agreement unless you have first obtained the prior written authorization by us to do so.

- 21.2 Media in relation to programs and initiatives: You must receive prior approved consent from your Contract Manager before initiating, communicating or responding to media, in relation to all services in this contract. In relation to any communication or messaging made, or to be made by you, you must comply with all directions of your Contract Manager given for the purpose of ensuring consistency of messaging and branding, professionalism and protecting the Province's reputation.
- 21.3 Promotion Restriction: Any publicity or publications related to this Agreement or the Services shall be at our sole discretion. We may, in our sole discretion, acknowledge your Services in any such publicity or publication. You must not make use of your association with us without our prior written consent except in the provision of Services provided for in this Agreement.

ARTICLE 22 -- General:

- 22.1 Time is of the essence in this Agreement and you agree to complete the Services within the time stipulated herein unless we directly cause a delay. If such a delay occurs, you must immediately inform us by providing written notice to us in accordance with Article 19. On receiving notification of such a delay, we may, but are in no way be obligated to, provide written approval of a reasonable extension of the completion date for the services on such terms as we may decide upon, in our absolute discretion.
- 22.2 This Agreement does not operate as a permit, license, approval or other statutory authority, which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
- 22.3 The Agreement may be entered into by each party signing this Agreement in duplicate and delivering it to the other party by mail or courier.
- 22.4 Notwithstanding any other provision of the Agreement the payment of money by the Province to the Contractor pursuant to the Agreement is subject to:
- a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act, to enable the Province, in any fiscal year when any payment of money by the Province to the Contractor is due pursuant to the Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Financial Administration Act, not having controlled or limited, pursuant to the Financial Administration Act, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

Schedule A

Services and Term

1. TERM

While the "Term" is defined as the period commencing April 1st, 2009 to March 31st, 2012, inclusive, the obligations of the Province under this Agreement are conditional on the Province having determined that sufficient budget is available for the purposes of this Agreement for each fiscal year of the Term. At the discretion of the Province and subject to available appropriation and satisfactory performance, there is an option-to-renew the term of this Agreement for an additional two year period.

2. BUSINESS PLAN

2.1 In consultation with the Province's Personnel and based on your responses to the RFQ and RFP, you must develop, and submit to the Ministry for approval, a business plan for in-market activities to deliver the services under this Agreement. The Contractor's business plan must be submitted to the Ministry by:

- a) 1 April for the fiscal year of the contract; and
- b) 1 January for subsequent fiscal years for the duration of the Term.

2.2 The Ministry reserves the right to request revision(s) to the Business Plan to ensure activities align with priorities and contract deliverables. As necessary, you will revise and resubmit the Business Plan to the Ministry for approval. During the Term of the Agreement, we may also request modifications to the Business Plan to support changes in Ministry policy and business requirements.

2.3 The Business Plan for in-market activities must integrate with British Columbia's Trade and Investment Strategy, the Asia Pacific Initiative Business Action Plan, and the Ministry's Business Plan.

2.4 Upon acceptance of each Business Plan that is delivered under this Agreement, all provisions and obligations set out in each such Business Plan will be deemed to be incorporated in this Agreement and this Agreement will be deemed to have been amended accordingly.

3. SERVICES

- 3.1 You must undertake activities to implement British Columbia's Trade and Investment Strategy through activities defined in the Ministry's and Contractor's Business Plans and as directed and agreed with the Ministry. You are required to provide services on behalf of the Ministry focussed on but not limited to the following lines of business:

MINISTRY LINES OF BUSINESS
Trade Promotion
Investment Attraction
Innovation Partnerships – including promotion of research and development partnerships, science and technology co-operation, and technology licensing and transfers
Mission Development, Logistics, and Support – government and business
International Marketing and other relationship-building programs and projects (such as Twinning and BC Alumni)

- 3.2 It is expected that activities related to trade promotion, investment attraction, innovation partnerships and support of inbound and outbound missions will consume approximately ninety (90) percent (%) of your time dedicated to this contract, or as otherwise defined in your approved business plan. Other marketing and relationship building activities including but not limited to public affairs and services on behalf of other Ministries must consume the balance of your time under this contract.
- 3.3 You will concentrate your trade promotion, investment attraction and innovation activities in the following priority sectors:

s13, s17

And provide support in the following sectors:

s13, s17

Contractor Initials

KT

18 of 48

Province Initials



4. PERFORMANCE METRICS

4.1 Outcomes Table: In consultation with the Ministry, you will lead initiatives to secure the following outcomes for the Ministry, through the provision of Services under this Agreement:

LINES OF BUSINESS	PERFORMANCE OUTCOMES Fiscal Years 2009/10 to 2011/12 (3 YEARS)
Trade Promotion	<ul style="list-style-type: none"> 13, s13, s13 British Columbian companies or organizations newly enter the territory market with potential goods or services exports. 13, s13, s13 deals signed between British Columbian and local companies or organizations in the Territory to increase British Columbia's goods and services exports to the Territory. Annual increase in conversion rate of contacts to leads, leads to matching, and matching to deals.
Investment Attraction	<ul style="list-style-type: none"> Attract more than CDN\$13, s13 million of foreign investment to British Columbia. Attract major (value greater than CDN\$13, s13 million) foreign investments to priority British Columbian sectors. Annual increase in investment opportunities identified. Annual increase in conversion rate of contacts to leads, leads to matching, and matching to deals.
Innovation Partnerships – including promotion of research and development partnerships, science and technology co-operation, and technology licensing and transfers	<ul style="list-style-type: none"> 13, s13, s13 research and development or science and technology collaboration agreements secured between British Columbian and local partners in the territory.

4.2 In consultation with the Ministry, you will support and provide assistance to the Ministry, for the following activities:

International Marketing and other Asia Pacific Initiative programs and projects	<ul style="list-style-type: none"> Increased recognition of British Columbia as Canada's Pacific Gateway as evidenced by increased number of media references, references by government and corporate stakeholders, number and calibre of events where messaging delivered. 13, s13, s13 trade and investment opportunities identified through the British Columbia's partnership programs such as twinning and alumni projects.
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4.3 Inputs Table: To achieve the outcomes described above, the Contractor will use the following activities as annual benchmarks to move key prospects through a selling cycle, working with the Province's Contract Manager based in BC.

ANNUAL BENCHMARK	QUANTITY	DESCRIPTION
Make Contacts	s13, s17	"Contact" means a verbal or written communication with a local corporate representative, including the exchange of contact details for future communications. Contact is the preliminary step to a "Lead".
Undertake pre-qualified Corporate Calls with key decision makers in the Territory to present the business case for investing in and doing business with British Columbia; represent British Columbian interests; and support BC companies in their identification and interaction with partners and clients	s13, s17	"Corporate Call" means a face-to-face meeting with a senior local corporate representative or senior local government official at: (i) the representative's or official's office facilities, or (ii) an industry show, conference, or other location or event if the appointment was made in advance. Corporate Calls help generate Leads.
Identify Leads	s13, s17	"Lead" means a contact that has expressed interest in doing business between British Columbia and your Territory has identified a specific commercial or investment opportunity, may have a short list of locations or markets identified, a budget assigned, and a project lead. They have requested assistance to perform preliminary due diligence, identify potential partners, or gather further information about the market or opportunity. Lead is the preliminary step to a "Matching".
Identify Matching Opportunities	s13, s17	"Matching" means the process of identifying potential partners for a Lead in British Columbia or the Territory and facilitating contact between the Lead and potential partners. Matching becomes possible from leveraging Contacts and Introductions and is a precursor step to a "Deal".
Generate client executive visits to British Columbia	s13, s17 in-bound corporate executive visits	"Client Executive Visit" means: (i) a pre-planned visit to British Columbia by a decision making executive from the Territory that has been identified as a trade or investment Lead, for the purposes of gathering further information, meeting potential partners, and deciding whether to invest in, or do business with British Columbia; and (ii) a pre-planned visit by a decision making government official who has been identified as a strategic target because of his or her capacity to advance, defend, and influence British Columbia's commercial interests in the Territory.

ANNUAL BENCHMARK	QUANTITY	DESCRIPTION
Deliver seminars or presentations to targeted audiences on the merits of establishing a commercial relationship with British Columbia to invest, trade or innovate	s13, s17	Seminars and presentation materials, including collateral, would be developed and approved by the Contract Manager.
Participate and represent British Columbia and its companies in events related to priority sectors including trade shows and events	s13, s17	The list of trade shows and events would be approved in advance each year through the Contractor's business planning process.
Plan and deliver on the ground support for in-bound and out-bound trade and investment initiatives and government delegations	s13, s17 in-bound delegations to BC out-bound delegations to the territory	Inbound and Outbound missions are a key step to introducing people to markets, and generally are associated with a senior delegation leader (VIP) and a delegation attending an anchor event. Missions also includes the organizing of any group that are considered key influencers - political figures, journalists and media, and high net worth individuals that are potential investors, or groups that are on fact finding missions. Some of these missions may be the result of MOUs or other partnership agreements (executives or officials seeking technical training). For the purposes of the Agreement, out-bound delegations to the Territory would primarily be led by a Minister or the Premier.
Monitor and provide reports annually on key marketplace intelligence including trends, mergers, acquisitions, and industry issues as identified in Contractor's approved business plan	s13, s17	While formal reports would be annual, the contractor is encouraged to send informal email reports weekly or monthly on an ad-hoc basis.


5. ANNUAL PERFORMANCE INCENTIVE MECHANISM

- 5.1 Given the marketing nature of the services required and the external factors involved with realising international trade and investment deals, a performance incentive mechanism will form part of this contract to allow for the Contractor and Subcontractors to qualify for an additional compensation, once a year, above the fee payments for each month.
- 5.2 Performance of the Contractor under this Agreement will be assessed quarterly with an annual review occurring in March of every fiscal year, over the term. The performance incentive payment, if awarded, would be paid in April of the following fiscal year or, if the contract expires or is terminated, would be included as part of a final settlement.
- 5.3 The performance assessment will be determined by the Province in its sole discretion, acting reasonably, based on:
- a) the numerical *outcomes* achieved; and
 - b) the efforts undertaken over the year through delivery of *inputs*.
- 5.4 The Contractor agrees to maintain detailed records within the Client Relationship Management (CRM) tool designated by the Ministry.
- 5.5 The Contractor will submit a monthly report on achievements of performance benchmarks and deliverables. Reports will be used to review performance quarterly and to assess annual performance.
- 5.6 The performance award will be determined by the Province in its sole discretion, acting reasonably, in an amount not exceeding the maximum payable as set out in Schedule B:
- a) Table B-1-A (Fees for Representative Services – Contractor); and
 - b) Table B-1-B (Fees for Representative Services – Approved Subcontractors).
- 5.7 In order to be eligible for a performance incentive, the Contractor would need to achieve one of the following outcomes in delivering the services by the fiscal year end:
- 1. A rating of “Met Results” or higher in Outcomes
AND
A rating of “Outstanding” in delivering Inputs;

OR
 - 2. A rating of “Exceeded Results” in Outcomes
AND
A rating of “Solid Performance” or higher in delivering Inputs.

Contractor Initials KT

22 of 48

Province Initials 

5.8 To evaluate the contractor's performance in the delivery of the Services,

a) The following annualized Outcomes from the Table in Schedule A, section 4.1

Outcome	Annual Target
British Columbian companies or organizations newly enter the territory market with potential goods or services exports.	s13, s17
Deals signed between British Columbian and local companies or organizations in the Territory to increase British Columbia's goods and services exports to the Territory.	s13, s17
Attract foreign investment to British Columbia.	CAD s13, s17 Million
Research and development or science and technology collaboration agreements secured between British Columbian and local partners in the territory.	s13, s17 Innovation Partnership

will be used to assess the contractor's performance as follows:

Exceeded Results	The Contractor achieved ALL of their contract objectives and performance indicators ; and exceeded (e.g.: at least 110% of the target) in at least 3 of the 4 Outcome categories
Met Results	The Contractor achieved ALL of their contract objectives (e.g.: at least 90% of the target) for each of the 4 Outcome categories; and may have exceeded on some
Did Not Meet Results	The Contractor achieved only some of their contract objectives and performance indicators (e.g.: below 89% of the target in 2 or more Outcome categories) and, as a result, did not meet minimum result expectations

b) The following inputs from the Table in Schedule A, section 4.3

Annual Benchmark	Quantity
Number of Contacts	
Number of Corporate Calls	
Number of Leads identified	
Number of Matching Opportunities identified	
Number of Client Executive Visits to BC	
Number of Seminars/Presentations delivered	s13, s17
Number of Events/Shows representing BC	
Number of in-bound trade missions supported	
Number of out-bound trade missions supported	
Number of Market Intelligence Reports generated	

will be used to assess the contractor's performance in the area of effort as follows:

Outstanding	Rating of "Exceeds" (e.g.: at least 110% of the target) in at least 6 Input criteria and the balance as Met (e.g. 6 Exceed plus 3 Met)
Solid Performance	Rating of "Met" (e.g.: at least 90% of the target) in at least 6 Input criteria and not more than two ratings of Did Not Meet (e.g. 1 Exceed plus 6 Met plus 2 Did Not Meet)
Under Performing	All other combinations of ratings would garner a "Under Performing" overall rating (e.g. 2 or more Did Not Meet)

- 5.9 The quantitative information in the above tables will be used in conjunction with other evidence such as, but not limited to, CRM entries, information in monthly reports, client recommendations and client surveys related to the delivery of the Services to make a full assessment.
- 5.10 A Contract Deliverables Performance Review Panel will meet at the end of each quarter. The final annual meeting will determine the awards of the Annual Performance Incentive. This Panel will consist of the Contract Managers and their executive leadership team.
- 5.11 The determination of the performance, outcomes and all other matters under Schedule A, Section 5 is at the sole discretion of the Province, acting reasonably and responsibly.
- 5.12 The Annual Performance Incentives Mechanism is not subject to the dispute resolution provisions in Article 20 of the contract.

Schedule B

Fees and Expenses

1. HOURS OF SERVICE DEVOTED TO THE CONTRACT

Based on the services to be delivered in Schedule A, you and any approved subcontractor(s) you have will each work on average one hundred sixty (160) hours per month in order to earn the fixed fees.

You may only undertake an extended absence, during which the delivery of services to the Province under Schedule A will be reduced, in discussion and with the approval of the Ministry. If an extended absence results in you only working less than eighty (80) hours in a month, your compensation will be pro-rated in accordance with your hours worked.

2. FEES AND EXPENSES

We agree to pay you and your subcontractors the following fees and expenses for performance of the Services subject to receipt of documentation and approvals required by this Agreement.

Unless otherwise stated, the term "year" in the tables below means fiscal year.

Contractor Initials KT


Province Initials 

Table B-1-A: Fees for Representative Services – Contractor

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL – MAXIMUM IN YEAR in CAD
FEES – REPRESENTATIVE SERVICES CONTRACTOR	Fixed	<i>Monthly invoice to the Ministry</i> Invoice in the month following that month in which services were rendered Managing Director To a maximum of s17 per month, approximate to	s17	
	Performance incentive	<i>Invoice to the Ministry – one time payment</i> Approved by Ministry based on performance incentive provision in Schedule A, Section 5 Managing Director To a maximum of 2 monthly payment of s17 approximate to		
	Maximum payable in year			s17

Contractor Initials

KT

26 of 48

Province Initials



Table B-1-B: Fees for Representative Services – Approved Subcontractors

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL --MAXIMUM IN YEAR in CAD
FEES – REPRESENTATIVE SERVICES SUB CONTRACTORS	Fixed	<i>Monthly invoice to the Ministry</i> Invoice in the month following that month in which services were rendered Manager, Business Development A To a maximum of s17 per month, approximate to Manager, Business Development B To a maximum of s17 per month, approximate to Project Officer, BCCP Continuity To a maximum of s17 per month, approximate to Program Assistant / Receptionist To a maximum of s17 per month, approximate to Program Assistant / Messenger To a maximum of s17 per month, approximate to		
	Performance incentive	<i>Invoice to Ministry - one time payment</i> Approved by Ministry based on performance incentive provision in Schedule A, Section 5 Manager, Business Development A To a maximum of s17 approximate to Manager, Business Development B To a maximum of s17 approximate to Project Officer, BCCP Continuity To a maximum of s17 approximate to Program Assistant / Receptionist To a maximum of s17 approximate to Program Assistant / Messenger To a maximum of s17 approximate to	s17	
	Maximum payable in year			s17

Note: This budget table includes all fees for any associated staff (sub-contractor) of the contractor including, but not limited to, compensation, social benefit payments, and any other benefits or perquisites offered by the contractor to the sub-contractors.

Contractor Initials

KT

27 of 48

Province Initials



Table B-2-A: Office Lease / Rental Charges

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL - MAXIMUM IN YEAR in CAD
OFFICE SPACE LEASE	Office space	Direct payment by Ministry or Contractor in local currency		
		CNY 120,000 per month, approximate to	CAD \$ 20,000 per month for 12 months	\$ 240,000
	Maximum payable in year			CAD \$ 240,000

Table B-2-B: Office Fittings / Annual Maintenance Charges

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL –MAXIMUM IN YEAR in CAD
OFFICE OPERATIONS – ACCOUNTABLE	Office fittings, fixtures, signage, annual tenant improvements and repairs	Arranged by Contractor or Ministry Payment by Ministry		\$ 3,000
	Maximum reimbursable in year			CAD \$ 3,000

Table B-3: Information Systems / Tools Charges

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL –MAXIMUM IN YEAR In CAD
INFORMATION SYSTEMS	IT / IM tools and systems (including CRM and communications tools - e-mail, databases, web collaboration)	Direct payment by Ministry		\$ 10,500
	Maximum payable in year			CAD \$ 10,500

Contractor Initials

KT

28 of 48

Province Initials



Table B-4-A: Expenses (Operations)

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	PAYABLE AMOUNT IN YEAR in CAD
OFFICE OPERATIONS – ACCOUNTABLE	Office administration expenses such as stamp tax, insurance and other local regulatory expenses to allow operations	<ul style="list-style-type: none"> Quarterly advance at month 1, 4, 7, 10 based on agreed to business case Statement of Account and receipts to be provided before each subsequent quarterly advance and at financial year end 		\$ 25,000
	Fixed Assets and Equipment (Computers, fax, printers, photocopier, etc.)	<ul style="list-style-type: none"> Extra funds for one budget line item could be applied to another budget line item within Office Operations - Accountable 		\$ 5,000
	Supplies such as stationery, postage, etc.	<ul style="list-style-type: none"> Unused funds are Overpayments and will be: <ul style="list-style-type: none"> rolled over to the next quarter and subtracted from the following quarterly advance; or returned to the Ministry for reallocation 		\$ 4,000
	Operating expenses (electricity, telephone/mobile, internet charges, courier charges and other recurring charges)	<ul style="list-style-type: none"> Pre-approval required for expenditures of greater than CAD \$1,500 		\$ 6,000
	Maximum reimbursable in year			CAD \$ 40,000

Table B-4-B: Expenses (Programming)

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	PAYABLE AMOUNT IN YEAR in CAD
PROGRAM – ACCOUNTABLE	Seed funding for projects and programs in Contractor's Business Plan (i.e. trade shows, events, significant hospitality, projects, collateral, non-local travel) developed in conjunction with and approved by the Ministry	<ul style="list-style-type: none">Quarterly advance at month 1, 4, 7, 10 based on agreed to business planStatement of Account and receipts to be provided before each subsequent quarterly advance and at financial year endExtra funds for one budget line item could be applied to another budget line item within Office Operations - AccountableUnused funds are Overpayments and will be:<ul style="list-style-type: none">rolled over to the next quarter and subtracted from the following quarterly advance; orreturned to the Ministry for reallocationPre-approval required for expenditures of greater than CAD \$1,500	Determined by approved Business Plan	CAD \$ 50,000
	Hospitality for breakfast, lunch, dinner and small meetings directly related to delivery of Services			CAD \$ 12,000
	Travel within the Territory that is directly related to delivery of Services			CAD \$ 14,000
	Subscriptions and publications as necessary to complete the Services			CAD \$ 1,500
	Organizational membership related to responsibilities (excluding social, athletic or recreational club membership).			CAD \$ 5,000
	Maximum reimbursable in year			CAD \$ 82,500

Contractor Initials

KT

30 of 48

Province Initials



Table B-5: Annual Budget for Fees and Expenses

MAXIMUM PAYABLE/REIMBURSABLE UNDER CONTRACT YEAR	CAD \$ 699,990
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Table B-6: Contingency Fund

APPROXIMATELY 4% OF THE ANNUAL BUDGET (TABLE B-5)	CAD \$ 27,695
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The contingency fund exists to minimize risks and impacts for global economic factors, foreign currency fluctuations and other extraordinary. Access to this fund would be through an application process initiated by the Contractor describing the extraordinary circumstance, and approved by the Contract Manager.

Table B-7: Maximum Annual Budget for Fees and Expenses, including Contingency

MAXIMUM PAYABLE/REIMBURSABLE UNDER CONTRACT IN YEAR	CAD \$ 727,685
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3. NOTES ON FEES

Annual: The total, maximum amount payable by us under this Agreement for fees and expenses for each Fiscal year during the Term will not exceed CAD \$ 727,685.00 per year, subject to the following:

- a) Should the Contractor reduce the number of subcontractors during the Term, the Contractor must provide written notification to the Ministry indicating the position, number of subcontractors affected and effective dates. The Ministry is not obligated to provide payment for any subcontractors, if it has been determined that they are no longer employed or providing services to the Contractor.
- b) At the end of twelve (12) months, a review of payments and currency exchange rates may be made at the request of either party to determine if a currency exchange profit or loss occurred and the impact of this on the Contractor's performance of the obligations set out in this contract. Should a currency exchange profit or loss occur, and be greater than twenty five (25) percent (%) of the original currency exchange rate at the date of signing of the contract, appropriate payment adjustments may be made at the sole discretion of the Province.
- c) No change in any of the fees may occur during the first twelve (12) month period of this Agreement. Any future change after this period must be justified and approved by the Province in writing and this Agreement must be modified to reflect the change in fees. After the amendment, fees cannot be increased for a period of twelve (12) months thereafter;

4. INVOICES AND STATEMENTS OF ACCOUNT

- a) To obtain payment of any fees and expenses under this Agreement for each billing period as identified in Clause 3 of this Schedule, you must deliver to us:
 - i) on a date after the billing period for monthly payments (a period from and including the 1st day of a month to and including the last day of that month);
 - ii) on a date at least thirty (30) days before the billing period for quarterly payments or advances (a period from and including the 1st day of April, July, October, and January to and including the last day of the second month thereafter), unless otherwise agreed; and
 - iii) on a date at least thirty (30) days before the billing period for annual payments or advances (a period from and including the 1st day of April to and including the last day of the following month of March), unless otherwise agreed,
- b) A written invoice or statement of account in a form satisfactory to us containing:
 - i) your legal name and address;

Contractor Initials KT

32 of 48

Province Initials



- ii) the date of the statement, and the billing period to which the invoice or statement pertains;
 - iii) your calculation of fees and expenses claimed for the billing period, including a declaration by you of "all hours worked during the month" as applicable for which you claim fees;
 - iv) a chronological listing, in reasonable detail, of any expenses claimed by you for the billing period with receipts attached as applicable;
 - v) a description of this Agreement, such as the title and number of this Agreement;
 - vi) receipts as required;
 - vii) a statement number for identification; and
 - viii) any other billing information reasonably requested by us
- c) Amounts claimed for international travel expenses for meals must not exceed the greater of those rates provided for (a) by the Ministry, and (b) by the Treasury Board of Canada Secretariat's Travel Directives as used by the Department of Foreign Affairs and International Trade Canada. Notice of specific rates referred to in this section will be provided to Contractors and Subcontractors through the Province's Personnel on demand.
- d) Invoices should be in Canadian Dollars (CAD), except for where invoices can be in the local currency only as identified in the tables in Schedule B.
- e) Payments will be made to the Contractor in Canadian Dollars (CAD).
- f) The calculation of currency exchange rates used for these payments must be specifically indicated on each invoice. For this contract the following exchange rate will be used for any and all expenses:
- Bank of Canada, monthly average rate for the month of the invoice.
http://www.bankofcanada.ca/en/rates/exchange_avg_pdf.html
- g) Invoices should be accompanied by work-logs that indicate the numbers of hours worked, along with reporting on the progressive achievement of performance benchmarks and results achieved.

5. PAYMENTS DUE

Within thirty (30) days of our receipt of your written invoice or statement of account delivered in accordance with this Schedule, we must pay you the fees and expenses claimed in the statement if they are in accordance with this Schedule.

6. HOLD BACK

In accordance with Article 5.4, we may hold back payments until such time as you have completed in full and to the Province's satisfaction, the obligations set out in Schedule A. Subject to completion of the aforementioned obligations, we will pay you the amount of hold back by not later than thirty (30) days following acceptance of an invoice for payment in respect of those obligations.

7. OTHER

Payments for final month of Term: Notwithstanding anything to the contrary, and in addition to any other condition of payment in the Agreement, the payment of the monthly compensation for the last month of the Term, or up to the date of termination in the event that the Agreement is terminated will not be made by us until all original invoices and claims have been received by us and a reconciliation made by us. Subject to the results of the reconciliation, we will pay you the amount set out in the final invoice for Services or you must pay any Overpayment to us, as defined below.

Overpayments: In the event we pay you or reimburse you for Services and expenses that were, in our opinion, not provided, not incurred or not performed satisfactorily (all such amounts being "Overpayments") then you must pay to us all Overpayments forthwith upon demand by us. We may withhold from any amount otherwise owing to you an amount equal to the Overpayments. This section will survive any termination of this Agreement.

Schedule C

Insurance

1. The Contractor must, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with licensed insurers and in forms and amounts acceptable to the Province:
 - a) Commercial General Liability with world-wide coverage in an amount not less than \$2,000,000.00 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - i) include the Province as an additional insured;
 - ii) be endorsed to provide the Province with thirty (30) days advance written notice of cancellation or material change; and
 - iii) include a cross liability clause.
2. All insurance described in paragraph 1 of this Schedule must:
 - a) be primary; and
 - b) not require the sharing of any loss by any insurer of the Province.
3. Within ten (10) working days of commencement of the Services,
 - a) the Contractor must provide to the Province evidence of all required insurance through certified copies of the insurance policies.
 - b) if the insurance polic(ies) expires before the end of the term of this agreement, the Contractor must provide within ten (10) working days of expiration, evidence of new or renewal polic(ies) of all expired insurance.
4. The Contractor must provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this schedule in its sole discretion. The Contractor must provide, maintain and pay for All Risk Property Insurance with a Tenant's Fire Liability extension.
5. The Contractor must provide the Province with evidence of compliance with workers' compensation laws of the country in which they work.

Schedule D

Privacy Protection

Purpose

1. The purpose of this Schedule is to enable the Province to comply with its statutory obligations under the Freedom of Information and Protection of Privacy Act with respect to "personal information", as defined in section 2 of this Schedule.

Definition of personal information

2. In this Schedule, "personal information" means recorded information about an identifiable individual collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - a) the purpose for collecting it;
 - b) the legal authority for collecting it; and
 - c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province

Contractor Initials KT

36 of 48

Province Initials WJ

has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within five (5) business days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within five (5) business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal.

Retention of personal information


13. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

14. Unless the Province otherwise directs in writing, the Contractor may only use personal information for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

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Inspection of personal information

16. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule A and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with directions

17. The Contractor must comply with any direction given by the Province under this Schedule.

Notice of non-compliance

18. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

19. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

20. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
21. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
22. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

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Schedule E

Additional Terms

1. Notwithstanding Article 8 of this Agreement, the Contractor will treat as confidential and will not, without the prior written consent of the Province, publish, release or disclose or permit to be published, released or disclosed either before or after the expiration or sooner termination of this Agreement, any material or any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement except insofar as such publication, release or disclosure is required by law, including the Freedom of Information and Protection of Privacy Act.
2. Without restricting the generality of paragraph 1 of this Schedule, the Contractor agrees to comply with such directions as the Province may make with respect to ensuring confidentiality, which direction may include the following:
 - a) restrictions upon subcontractors to be permitted access to confidential information or material;
 - b) restrictions upon time and place of access and methods of reproduction, if any;
 - c) restrictions upon uses to which such information or material may be put by the Contractor;
 - d) imposition of other procedures to ensure secrecy, both prior to and subsequent to termination of this Agreement; and
 - e) a requirement that each employee of the Contractor sign an Undertaking of Confidentiality (the contents of which are satisfactory to the Province) with the Contractor wherein the employee agrees to treat as confidential that information or materials which the Contractor is required to treat as confidential pursuant to this Agreement.
3. The Provisions of this Schedule will survive the termination of this Agreement.

Schedule F

Use of Provincial ID and Official Marks

DEFINITIONS:

"Graphic Standards" means the standards for use of the Province's Marks, defined by the Province's Public Affairs Bureau

"Official Marks" means official marks held by the Province pursuant section 9(1)(n)(iii) of the *Trade-marks Act* (Canada);

"Permitted Uses" means the scope of use of the Province's Marks by you as permitted by us under this Agreement

"Province ID" means the Official Mark No. 0915569 and No. 0917756, generally described in the corresponding entries found in the Canadian Intellectual Property Office's Trademarks Database.

"Province's Marks" means all Official Marks, trademarks, service marks, logos, business or trade or service names, and their derivatives, whether registered, un-registered that are owned or subject to an application for registration by the Province, or that are owned by a third party but for which the Province has the right to sublicense to BC Representative.

TERMS:

1. We consent to the non-exclusive, non-transferable, royalty-free, use by you of the Province ID and Official Marks for the Permitted Uses, for the Term of this Agreement as directed and approved by the Ministry. Notwithstanding any other provision of this Agreement, the Province retains the right to alter or substitute the Province's Marks at any time, and we will notify you of any alterations or substitutions forthwith. Within thirty (30) days of the Commencement Date, we will provide you an electronic version of select Province's Marks for your use in the delivery of the Services.
2. You will be permitted to use the Province's Marks as follows:
 - a) on printed and electronic materials such as brochures, letterhead, envelopes, posters, banners, invitations to events, business cards and websites related to service deliverables; and
 - b) such other uses as we pre-approve in writing to you from time to time.
3. You do not acquire any rights whatsoever in the Province's Marks by virtue of the license; and any goodwill resulting from your use of the Province's Marks under this Agreement is the Province's.

4. You agree that:

- a) all Permitted Uses of the Province's Marks will fully comply with the Graphic Standards and the Provincial Symbols and Honours Act
http://www.protocol.gov.bc.ca/protocol/prgs/symbols/symbols_and_honours_act.htm
- b) you must not license, transfer, assign or grant permission to use the Province's Marks to any other person without the prior written consent of the Province;
- c) you must not modify the Province's Marks in any manner without the prior written consent of the Province;
- d) you must not use the Province's Marks in any manner which is likely to prejudice the legal protection or validity of the Province's Marks;
- e) you must not apply to register any trademarks which are the same as or confusingly similar to the Province's Marks;
- f) you must not act or purport to act as an agent of the Province and you must not, in using the Province's Marks, make any representation or give any warranty on behalf of the Province;
- g) you must consult the Province before placing the Province's Marks on any banner or Promotional Material for any Event, and the Province has the right to object to its name and/or the Province's Marks being displayed next to the name or trademarks of another entity that is not a Government Partner; and
- h) you must, in an expedient and timely fashion prior to the expiration or earlier termination of this Agreement and at no charge, transfer to the Province all materials developed by you, including business and marketing plans, Deliverable Events budgets, lists of participants at Deliverable Events, copies of all Promotional Material, and business databases, and facilitate the transfer of knowledge, know-how and techniques associated with the delivery of Services under this Agreement.

BEIJING

CC44210003B

Amendment #003 - 2010 April 20

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Contractor Initials KT

42 of 48

Province Initials MD

Appendix 1
Rental or Lease Agreement for Representative Office Space

1. Attached (if applicable) is a subcontract for the rent or lease of office space in the Territory for use by the Contractor, and his/her subcontractors, for the duration of this Agreement.
2. Any third-party agreement from the landlord with the Ministry that grants the Contractor access to the use of the facilities will also be attached to this agreement.

Contractor Initials

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43 of 48

Province Initials

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Contractor Initials Kr

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Appendix 2
Subcontracts for Persons Retained to Assist in Delivery of the Services

1. Attached (if applicable) is the subcontract(s) for the Contractor's approved staff to support the delivery of the Services in this Agreement.
2. Evidence of these agreements between the subcontractor(s) and the Contractor is a prerequisite for invoicing.

Contractor Initials




45 of 48

Province Initials



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Appendix 3
Other Subcontracts to Support the Delivery of the Services

1. Attached (if applicable) is the subcontract(s) for the Contractor's approved third-party administrative services to support the delivery of the Services in this Agreement.
2. Evidence of these agreements is a prerequisite for invoicing.

Contractor Initials

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47 of 48

Province Initials

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Contractor Initials

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48 of 48

Province Initials

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MODIFICATION AGREEMENT

Amendment No. 004, CC44210003B

BETWEEN

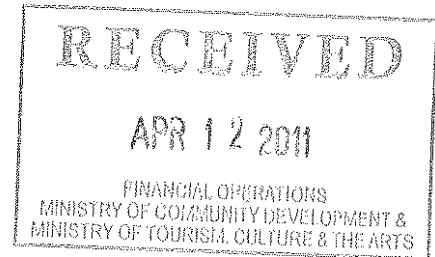
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by

The Minister of Jobs, Tourism, and Innovation
(the "Province", "we", "us", or "our", as applicable)

AND

Ho Hing Consultancy Inc.
Suite 1238, 12/f China Resources Building
8 Jianguomenbei Avenue, Beijing 100005, PR China

(the "Contractor" "you" or "your" as applicable)



BACKGROUND

A. The parties entered into an agreement, Contract CC44210003B, Amendment No. 003 dated April 20, 2010, to continue the provision of In-Market Representation for trade promotion and investment attraction related services in North China and Mongolia.

B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

(1) Replace "Article 1.1 a)" with:

"Ministry" means the Province as represented by the Minister of Jobs, Tourism and Innovation;

(2) Replace "Article 1.1 d)" with:

"Province's Personnel" or "Contract Manager" mean to the following contact(s) in the Ministry:

Manager, International Business Development – North China

Alternate: Director, Greater China

International Relations and Business Development Branch
Trade and Investment Division

Contractor Initials KT

Amendment No. 004 CC44210003B

Province Initials [Signature]

(3) Replace "Schedule A, 4. Performance Metrics, 4.3, Inputs Table" with:

ANNUAL BENCHMARK	QUANTITY	DESCRIPTION
New Prospects and Contacts	s13, s17	<p>You have verbal or written communication with a local corporate or government representative, including the exchange of contact details for future communications.</p> <p>"Prospect" means an "unqualified" potential client that you may want to have future contact with.</p> <p>"Contact" means a qualified client with an expressed interest in British Columbia and potential matching opportunities.</p> <p>"Contact" is the earliest preliminary step to an ongoing business relationship from which "Opportunities" may be identified..</p>
Undertake pre-qualified Corporate Calls ("Meetings") with key decision makers in the Territory to present the business case for investing in and doing business with British Columbia; represent British Columbian interests; and support BC companies in their identification and interaction with partners and clients	s13, s17	<p>"Corporate Call" means a proactive strategic face-to-face meeting with a senior local corporate representative or senior local government official at:</p> <ul style="list-style-type: none"> (i) the representative's or official's office facilities, or (ii) your own office; or (iii) an industry show, conference, or other location or event if the appointment was made in advance. <p>Corporate Calls ("Meetings"), which can be with new or existing clients, help generate "Opportunities".</p>
Identify New Opportunities	s13, s17	<p>"New Opportunity" means a new contact has been met and cultivated. They have expressed an interest in doing business between British Columbia and your Territory. Through the Services provided by you in this Contract potential projects have been identified and the Client has requested assistance from you to continue to pursue export procurement opportunities, innovation partnerships or investment projects. This includes preliminary due diligence, identification of potential partners, the initial planning of visits or information on participating in trade events.</p> <p>"New Opportunities" help expand the network and increases the chances of successful export matchmaking and foreign direct investment wins.</p>

Contractor Initials

KT

Amendment No. 004 CC44210003B

Province Initials

ANNUAL BENCHMARK	QUANTITY	DESCRIPTION
Generate client executive visits to British Columbia	s13, s17 in-bound corporate executive visits	"Client Executive Visit" means: (i) a pre-planned visit to British Columbia by a decision making executive from the Territory that has been identified as a trade or investment Lead, for the purposes of gathering further information, meeting potential partners, and deciding whether to invest in, or do business with British Columbia; and (ii) a pre-planned visit by a decision making government official who has been identified as a strategic target because of his or her capacity to advance, defend, and influence British Columbia's commercial interests in the Territory.
Plan and deliver on the ground support for in-bound and out-bound trade and investment initiatives and government delegations	s13, s17 in-bound delegations to BC s13, s17 out-bound delegations to the territory	Inbound and Outbound missions are a key step to introducing people to markets, and generally are associated with a senior delegation leader (VIP) and a delegation attending an anchor event. Missions also includes the organizing of any group that are considered key influencers - political figures, journalists and media, and high net worth individuals that are potential investors, or groups that are on fact finding missions. Some of these missions may be the result of MOUs or other partnership agreements (executives or officials seeking technical training). For the purposes of the Agreement, out-bound delegations to the Territory would primarily be led by a Minister or the Premier.
Deliver seminars or presentations to targeted audiences on the merits of establishing a commercial relationship with British Columbia to invest, trade or innovate	s13, s17	Seminars and presentation materials, including collateral, would be developed and approved by the Contract Manager.
Participate and represent British Columbia and its companies in events related to priority sectors including trade shows and events	s13, s17	The list of trade shows and events would be approved in advance each year through the Contractor's business planning process.

Contractor Initials KT

Amendment No. 004 CC44210003B

Province Initials MT

ANNUAL BENCHMARK	QUANTITY	DESCRIPTION
Monitor and provide reports annually on key marketplace intelligence including trends, mergers, acquisitions, and industry issues as identified in Contractor's approved business plan	s13, s17	While formal reports would be annual, the contractor is encouraged to send informal email reports weekly or monthly on an ad-hoc basis.

(4) Replace "Schedule A, 5. Annual Performance Mechanism, 5.8, b) Annualized Input Benchmarks" with:

The following inputs from the Table in Schedule A, section 4.3

Annual Benchmark	Quantity
Number of New Prospects and Contacts	
Number of Corporate Calls	
Number of New Opportunities identified	
Number of Client Executive Visits to BC	
Number of in-bound trade missions supported	s13, s17
Number of out-bound trade missions supported	
Number of Seminars/Presentations delivered	
Number of Events/Shows representing BC	
Number of Market Intelligence Reports generated	

will be used to assess the contractor's performance in the area of effort as follows:

Outstanding	Rating of "Exceeds" (e.g.: at least 110% of the target) in at least 6 Input criteria and the balance as Met (e.g. 6 Exceed plus 3 Met)
Solid Performance	Rating of "Met" (e.g.: at least 90% of the target) in at least 6 Input criteria and not more than two ratings of Did Not Meet (e.g. 1 Exceed plus 6 Met plus 2 Did Not Meet)
Under Performing	All other combinations of ratings would garner a "Under Performing" overall rating (e.g. 2 or more Did Not Meet)

Contractor Initials KT

Amendment No. 004 CC44210003B

Province Initials WJ

- (5) Replace "Schedule B, Table B-1-A: Fees for Representative Services – Contractor" with:

Table B-1-A: Fees for Representative Services – Contractor

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL –MAXIMUM IN YEAR in CAD
FEES – REPRESENTATIVE SERVICES CONTRACTOR	Fixed	Monthly invoice to the Ministry in the local currency Invoice in the month following that month in which services were rendered Managing Director To a maximum of s17 per month, approximate to	s17	
	Performance incentive	Invoice to the Ministry in the local currency – one time payment Approved by Ministry based on performance incentive provision in Schedule A, Section 5 Managing Director To a maximum of s17 approximate to		
	Maximum payable in year			s17

- (6) Replace "Schedule B, Table B-1-B: Fees for Representative Services – Approved Subcontractors" with:

Table B-1-B: Budget Available to Reimburse for Fees to Support Representative Services (Approved Staff and Subcontractors)

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL – MAXIMUM IN YEAR in CAD
FEES – REPRESENTATIVE SERVICES STAFF and SUB CONTRACTORS ACCOUNTABLE	Fixed	<i>Monthly invoice from the Contractor to the Ministry in the local currency</i> Invoice in the month following that month in which services were rendered Manager, Business Development A To a maximum of s17 per month, approximate to Manager, Business Development B To a maximum of s17 per month, approximate to Project Officer To a maximum of s17 per month, approximate to Program Assistant / Receptionist To a maximum of s17 per month, approximate to	s17	

Contractor Initials

KT

Amendment No. 004 CC44210003B

Province Initials



		Program Assistant / Messenger To a maximum of s17 per month, approximate to	s17
		<ul style="list-style-type: none"> Statement of Account and receipts to be provided as part of the Quarterly Reconciliation Unused funds are Overpayments and will be: <ul style="list-style-type: none"> rolled over to the next period; or returned to the Ministry for reallocation 	
	Performance incentive	<i>Invoice from the Contractor to Ministry in the local currency - one time payment</i> Approved by Ministry based on performance incentive provision in Schedule A, Section 5 Manager, Business Development A To a maximum of s17 approximate to Manager, Business Development B To a maximum of s17 approximate to Project Officer To a maximum of s17 approximate to Program Assistant / Receptionist To a maximum of s17 approximate to Program Assistant / Messenger To a maximum of s17 approximate to	
Maximum payable in year			s17

Note: This budget table includes funds available to the Contractor for all fees for any associated staff (subcontractor) including, but not limited to, compensation, social benefit payments, and any other benefits or perquisites offered by the contractor to the sub-contractors. The Contractor will invoice the Ministry monthly to access these funds in order to pay staff and subcontractors necessary to deliver the representative services in this contract.

Contractor Initials

KT

Amendment No. 004 CC44210003B

Province Initials



- (7) Replace "Schedule B, Table B-2-A: Office Lease / Rental Charges" with:

Table B-2-A: Budget Available for Office Lease / Rental Charges

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL - MAXIMUM IN YEAR in CAD
OFFICE SPACE LEASE	Office space	Direct payment by Ministry in local currency CNY 120,000 per month, approximate to	CAD \$ 18,750 per <u>month</u> for 12 months	\$ 225,000
	Maximum payable in year			CAD \$ 225,000

- (8) Rename "Schedule B, Table B-2-B: Office Fittings / Annual Maintenance Charges" with:

Table B-2-B: Budget Available for Office Fittings / Annual Maintenance Charges

- (9) Rename "Schedule B, Table B-3: Information Systems / Tools Charges" with:

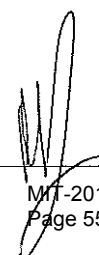
Table B-3: Budget Available for Information Systems / Tools Charges

Contractor Initials

KT

Amendment No. 004 CC44210003B

Province Initials



(10) Replace "Schedule B, Table B-4-A: Expenses (Operations)" with:

Table B-4: Budget Available to Reimburse for Expenses (Operations and Programming)


EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	PAYABLE AMOUNT IN YEAR in CAD
OFFICE OPERATIONS -- ACCOUNTABLE	Office administration expenses such as stamp tax, insurance and other local regulatory expenses to allow operations	<ul style="list-style-type: none"> Quarterly advance at month 1, 4, 7, 10 based on agreed to business case Statement of Account and receipts to be provided before each subsequent quarterly advance and at financial year end Extra funds for one budget line item could be applied to another budget line item within this table Unused funds are Overpayments and will be: <ul style="list-style-type: none"> rolled over to the next quarter and subtracted from the following quarterly advance; or returned to the Ministry for reallocation Pre-approval from the Contract Manager (Manager) is required for expenditures of greater than CAD \$1,500 Pre-approval from the Contract Manager (Director) is required for expenditures related to the services that would occur outside the Territory 	Determined by approved Business Plan	\$ 30,000
	Fixed Assets and Equipment (Computers, fax, printers, photocopier, etc.)			\$ 5,000
	Supplies such as stationery, postage, etc.			\$ 4,000
	Operating expenses (electricity, telephone/mobile, internet charges, courier charges and other recurring charges)			\$ 6,000
PROGRAM -- ACCOUNTABLE	Seed funding for projects and programs in Contractor's Business Plan (i.e. trade shows, events, significant hospitality, projects, collateral, non-local travel) developed in conjunction with and approved by the Ministry			\$ 65,500
	Hospitality for breakfast, lunch, dinner and small meetings directly related to delivery of Services			\$ 10,000

Contractor Initials

KT

Amendment No. 004 CC44210003B

Province Initials



	Travel within the Territory that is directly related to delivery of Services			\$ 14,000
	Subscriptions and publications as necessary to complete the Services			\$ 1,500
	Organizational membership related to responsibilities (excluding social, athletic or recreational club membership).			\$ 4,000
	Maximum reimbursable in year			CAD \$ 140,000

(11)Delete "Schedule B, Table B-4-B: Expenses (Programming)".

(12)Replace "Schedule B, Table B-5: Annual Budget for Fees and Expenses" with:

Table B-5: Annual Budget Available for Fees and Expenses to Deliver Representative Services

MAXIMUM PAYABLE/REIMBURSABLE UNDER CONTRACT IN YEAR	CAD \$ 711,368
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(13)Delete "Table B-6: Contingency Fund". Contingencies will henceforth be handled by utilizing Article 18 of the Agreement.

(14)Delete "Table B-7: Maximum Annual Budget for Fees and Expenses, including Contingency".

(15)Replace "Schedule B, Section 3., Notes on Fees" with:

Annual: The total, maximum amount payable by us under this Agreement for fees and expenses for each fiscal year during the Term will not exceed CAD \$ 711,368.00 per year, subject to the following:

- a) No change in any of the fees may occur during the initial twelve (12) month period of this Agreement. Any future change after this period must be justified and approved by the Province in writing and this Agreement must be

Contractor Initials

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Amendment No. 004 CC44210003B

Province Initials

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modified to reflect the change in fees. After the amendment, fees cannot be increased for a period of twelve (12) months thereafter;

- b) Should the Contractor reduce the number of staff or subcontractors during the Term, the Contractor must provide written notification to the Ministry indicating the position, number of subcontractors affected and effective dates. The Ministry is not obligated to provide payment for any subcontractors, if it has been determined that they are no longer employed or providing services to the Contractor.

(16) Replace "Schedule B, Section 4., Invoices and Statements of Account, e)" with:

Payments will be made to the Contractor in the currency specified on the invoice; either in Canadian Dollars (CAD) or in the currency of the territory as identified in the tables in Schedule B.

(17) Replace "Schedule B, Section 4., Invoices and Statements of Account, f)" with:

The Contractor will establish a separate bank account in order to receive funds from the Ministry and to make disbursements related to the delivery of this Contract. At no time should funds provided by the Province be mixed with funds from other clients or used for purposes not related to this Agreement. The bank charges to establish and maintain this account will be reimbursable as part of the operations expenses in Table B-4.

(18) Replace "Schedule B, Section 4., Invoices and Statements of Account, g)" with:

The Contractor will reconcile their account with the Ministry on a quarterly basis. Reconciliations will be done in the currency of the account. Quarterly reconciliations should include copies of the balance and activity statements for the bank account indicated above in "Section 4. Invoices and Statements of Account, f)".

(19) Add the following text as "Schedule B, Section 4., Invoices and Statements of Account, h)":

Invoices should be accompanied by work-logs that indicate the numbers of hours worked, along with reporting on the progressive achievement of performance benchmarks and results achieved.

(20) Replace the second and final paragraph of "Schedule B, Section 7., Other" with:

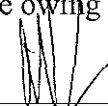
Overpayments: In the event we pay you or reimburse you for Services and expenses that were, in our opinion, not provided, not incurred or not performed satisfactorily (all such amounts being "Overpayments") then you must pay to us all Overpayments forthwith upon demand by us. We may withhold from any amount otherwise owing

Contractor Initials

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Amendment No. 004 CC44210003B

Province Initials

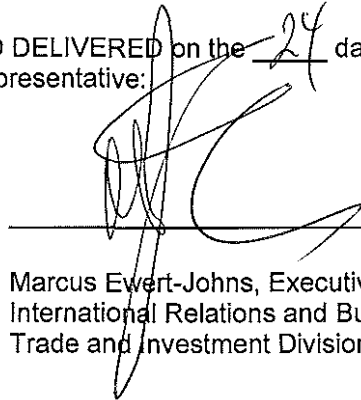


to you an amount equal to the Overpayments. This section will survive any termination of this Agreement. If applicable, any Overpayments should be refunded to the Province via cheque made payable to "the Minister of Finance".

(21) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 24 day of March, 2011 on behalf of the Province by its duly authorized representative:

Signature

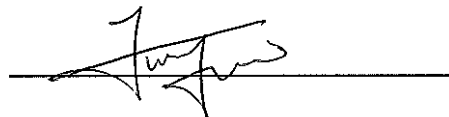


Print Name Marcus Ewert-Johns, Executive Director
International Relations and Business Development Branch
Trade and Investment Division

SCHENATH SEN
ASSISTANT DEPUTY MINISTER
TRADE AND INVESTMENT DIVISION

SIGNED AND DELIVERED on the 18th day of March, 2011 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature



Print Name Mr. Kevin Wai Loun Tsui, Director

Contractor Initials

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Amendment No. 004 CC44210003B

Province Initials



MODIFICATION AGREEMENT**Amendment No. 005, CC44210003B****ORIGINAL**

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by**Minister of Jobs, Tourism and Innovation**
(the "Province", "we", "us", or "our", as applicable)

AND

Ho Hing Consultancy Inc.
Suite 1238, 12/f China Resources Building
8 Jianguomenbei Avenue, Beijing 100005, PR China

(the "Contractor" "you" or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement, Contract CC44210003B, Amendment No. 004 dated March 24, 2011, to continue the provision of In-Market Representation for trade promotion and investment attraction related services in North China and Mongolia.

B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

(1) Insert "Schedule B, Table B-1-F2012: One-time Adjustment to Fees due for Foreign Exchange Losses"

EXPENSE TYPE	PROCESS	REIMBURSEMENT BY PERIOD	TOTAL -MAXIMUM IN YEAR in CAD
Fees Adjustment FY11-12	• n/a	Prior to Fiscal Year End	\$22,000
	Maximum reimbursable in year		\$22,000

(2) Insert "Schedule B, Table B-4-F2011: Budget Available to Reimburse for Extraordinary Expenses for the Premier's Mission to China (Nov 2011)"

EXPENSE TYPE	PROCESS	REIMBURSEMENT BY PERIOD	TOTAL -MAXIMUM IN YEAR in CAD
Premier's Mission	• Statement of Account and receipts to be provided at the completion of the trade mission	Prior to Fiscal Year End	\$30,000

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KT

Amendment No. 005 CC44210003B

Province Initials

[Signature]

	<ul style="list-style-type: none"> Unused funds are Overpayments and will be returned to the Ministry for reallocation Pre-approval from the Contract Manager (Manager) is required for expenditures of greater than CAD \$1,500 		
Maximum reimbursable in year			\$30,000

(3) Insert "Schedule B, Table B-2-F2012: One-time Adjustment for Office Lease / Rental Charges due to Foreign Exchange Losses"

EXPENSE TYPE	PROCESS	REIMBURSEMENT BY PERIOD	TOTAL - MAXIMUM IN YEAR in CAD
Office Space Lease	<ul style="list-style-type: none"> As per Table B-2 	Prior to Fiscal Year End	\$2,000
	Maximum reimbursable in year		\$2,000

(4) Replace "Schedule B, Table B-5: Annual Budget for Fees and Expenses to Deliver Representative Services" with:

MAXIMUM ANNUAL AMOUNT PAYABLE/REIMBURSABLE UNDER CONTRACT DURING THE TERM	CAD \$ 711,368
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Annual: The total, maximum amount payable by us under this Agreement for fees and expenses for each fiscal year during the term will not exceed CAD \$711,368 per year, unless otherwise specified.

(5) Insert "Schedule B, Table B-5-F2012: Adjusted Annual Budget for Fees and Expenses (Fiscal Year 2011/12 Only)":

MAXIMUM PAYABLE/REIMBURSABLE UNDER CONTRACT IN FISCAL YEAR 2011/12	CAD \$ 765,368
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Fiscal Year 2011/12: Due to foreign currency and other adjustments the maximum amount payable by us under this Agreement for fees and expenses for the 2011/12 fiscal year only will be increased to CAD \$765,368.

(6) Delete "Schedule B, Section 3., Notes on Fees," first (introductory) paragraph, which begins with:

Annual: The total, maximum amount payable by us under this Agreement...

In all other respects, the Agreement is confirmed.

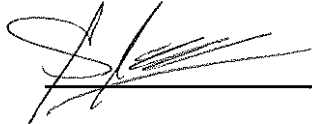
Contractor Initials KI

Amendment No. 005 CC44210003B

Province Initials [Signature]

SIGNED AND DELIVERED on the 7 day of Feb, 2012 on behalf of the Province by its duly authorized representative:

Signature



Print Name Marcus Ewert-Johns, Executive Director
International Relations and Business Development Branch
International Trade and Investment Attraction Division

SIGNED AND DELIVERED on the 30th day of January, 2012 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature



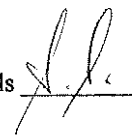
Print Name Mr. Kevin Wai Loun Tsui, Director

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Amendment No. 005 CC44210003B

Province Initials



MODIFICATION AGREEMENT

Amendment No. 006, CC44210003B

ORIGINAL

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by

Minister of Jobs, Tourism and Innovation
(the "Province", "we", "us", or "our", as applicable)

AND

Ho Hing Consultancy Inc.
Suite 1238, 12/f China Resources Building
8 Jianguomenbei Avenue, Beijing 100005, PR China

(the "Contractor" "you" or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement, Contract CC44210003B, Amendment No. 005 dated January 25th, 2012, to continue the provision of In-Market Representation for trade promotion and investment attraction related services in North China and Mongolia.

B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows, effective April 1, 2012:

(1) Replace "Schedule A, 1. Term" with:

While the "Term" is defined as the period commencing April 1st, 2009 to March 31st, 2014, inclusive, the obligations of the Province under this Agreement are conditional on the Province having determined that sufficient budget is available for the purposes of this Agreement for each fiscal year of the Term.

(2) Replace "Schedule A, 3. Services, Section 3.3" with:

3.3 You will concentrate your trade promotion, investment attraction and innovation activities in the following priority sectors:

s13, s17

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Amendment No. 006 CC44210003B

Province Initials _____

You will provide support in the following sectors:

s13, s17

(3) Replace "Schedule A, 4. Performance Metrics, 4.1, Outcomes Table" with:

4.1 Outcomes Table: In consultation with the Ministry, you will lead the initiatives to secure the following outcomes for the Ministry, through the provision of Services under this Agreement.

LINES OF BUSINESS	PERFORMANCE OUTCOMES Fiscal Years 2012/13 to 2013/14 (2 YEARS)
Identify New Opportunities	<ul style="list-style-type: none"> Identify and log in the CRM pipeline^{s13, s17} new Opportunities related to the four categories below and the priority sectors indicated in Schedule A, Section 3.3. A New Opportunity means a contact has been met and cultivated. They have expressed an interest in doing business between British Columbia and your Territory. Through the Services provided by you in this Contract potential projects have been identified and the Client has requested assistance from you to continue to pursue export procurement opportunities, innovation partnerships or investment projects. These projects (sales and investments) are well defined and have a higher than 50% chance of success. The CRM shows evidence of activities such as preliminary due diligence, identification of potential partners, the initial planning of visits or information on participating in trade events.
Trade Promotion	<ul style="list-style-type: none"> Minimum^{s13, s17} deals signed (a majority with a value greater than CAD^{s13, s17}) between British Columbian and local companies or organizations in the Territory to increase British Columbia's goods and services exports to the Territory. Maintain a pipeline that shows an annual increase in conversion rate of contacts to leads, leads to matching, and matching to deals.
Investment Attraction	<ul style="list-style-type: none"> Attract more than CAD^{s13, s17} million of foreign investment to British Columbia. Attract major (value greater than CAD^{s13, s17} million) foreign investments to priority British Columbian sectors. Attract new regional and national head-quarters offices and corporate operations to British Columbia. Maintain a pipeline that shows an annual increase in conversion rate of contacts to leads, leads to matching, and matching to deals.

Contractor Initials KT

Amendment No. 006 CC44210003B

Province Initials _____

Innovation Partnerships	<ul style="list-style-type: none"> Minimum 13, research and development or science and technology collaboration agreements secured between British Columbian and local partners in the territory including promotion of research and development partnerships, science and technology co-operation, and technology licensing and transfers.
International Education	<ul style="list-style-type: none"> Minimum 13, education agreements that directly relate to the increase of foreign student flows to British Columbia or see a BC curriculum in the Territory.

(4) Replace "Schedule A, 4. Performance Metrics, Section 4.2" with:

4.2 In consultation with the Ministry, you will support and provide assistance to the Ministry, for the following Service.

International Marketing	<ul style="list-style-type: none"> Increased recognition of British Columbia as Canada's Pacific gateway as evidenced by increased number of media references, references by government and corporate stakeholders, number and caliber of events where messaging is delivered.
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(5) Replace "Schedule A, 4. Performance Metrics, 4.3, Inputs Table" with:

4.3 Inputs Table: To achieve the outcomes described above, the Contractor will use the following activities as annual benchmarks to develop and move key opportunities through a sales cycle, working with the Province's Contract Manager based in BC.

ANNUAL BENCHMARK	QUANTITY	DESCRIPTION
Undertake pre-qualified Corporate Calls ("Meetings") with key decision makers in the Territory to present the business case for investing in and doing business with British Columbia; represent British Columbian interests; and support BC companies in their identification and interaction with partners and clients	s13, s17	<p>"Corporate Call" means a proactive strategic (not impromptu) face-to-face meeting with a senior local corporate representative or senior local government official at:</p> <ul style="list-style-type: none"> (i) the representative's or official's office facilities, or (ii) your own office; or (iii) on the side-lines of an industry show, conference, or other location or event if the appointment was made in advance. <p>Corporate Calls ("Meetings"), which can be with new or existing clients, help generate "Opportunities".</p>
Deliver seminars or presentations to targeted audiences on the merits of establishing a commercial relationship with British Columbia to invest, trade or innovate	s13, s17	Seminars and presentation materials, including collateral, would be developed and approved by the Contract Manager.

Contractor Initials

KT

Amendment No. 006 CC44210003B

Province Initials

ANNUAL BENCHMARK	QUANTITY	DESCRIPTION
Exhibit and represent British Columbia and its companies in events related to priority sectors including trade shows and events	s13, s17	The list of trade shows and events would be approved in advance each year through the Contractor's business planning process.
Generate client executive visits to British Columbia	s13, s17 in-bound corporate executive visits	"Client Executive Visit" means: (i) a pre-planned visit to British Columbia by a decision making executive from the Territory that has been identified as a trade or investment Lead, for the purposes of gathering further information, meeting potential partners, and deciding whether to invest in, or do business with British Columbia; and (ii) a pre-planned visit by a decision making government official who has been identified as a strategic target because of his or her capacity to advance, defend, and influence British Columbia's commercial interests in the Territory.
Plan and deliver on the ground support for in-bound and out-bound trade and investment initiatives and government delegations	s13, s17 in-bound delegations to BC s13, s17 out-bound delegations to the territory	In-bound and Out-bound missions are a key step to introducing people to markets, and generally are associated with a senior delegation leader (VIP) and a delegation attending an anchor event. Missions also includes the organizing of any group that are considered key influencers - political figures, journalists and media, and high net worth individuals that are potential investors, or groups that are on fact finding missions. Some of these missions may be the result of MOUs or other partnership agreements (executives or officials seeking technical training). For the purposes of the Agreement, out-bound delegations to the Territory would primarily be led by a Minister or the Premier.
Monitor and provide reports annually on key marketplace intelligence including trends, mergers, acquisitions, and industry issues as identified in Contractor's approved business plan	s13, s17	While formal reports would be annual, the contractor is encouraged to send informal email reports weekly or monthly on an ad-hoc basis.

(6) Replace "Schedule A, 5. Annual Performance Incentive Mechanism, 5.5" with:

- 5.5 The Contractor will submit, via the CRM, a monthly report on achievements of performance benchmarks and deliverables. Reports will be used to review performance quarterly and to assess annual performance.

Contractor Initials KT

Amendment No. 006 CC44210003B

Province Initials _____

(7) Replace "Schedule A, 5. Annual Performance Incentive Mechanism, 5.6" with:

5.6 The performance award will be determined by the Province in its sole discretion, acting reasonably, in an amount not exceeding the maximum payable as set out in Schedule B:

- a) Table B-1-A, Fees for Representative Services (Contractor); and
- b) Table B-2-A, Budget Available to Reimburse for Expenses (Approved Staff and Subcontractors).

(8) Replace "Schedule A, 5. Annual Performance Mechanism, 5.8 a) Annualized Outcomes" with:

The following annualized Outcomes from the Table in Schedule A, section 4.1

Outcome	Annual Target
Identify New Opportunities related to the four categories below	s13, s17
Deals signed between British Columbian and local companies or organizations in the Territory to increase British Columbia's goods and services exports to the Territory.	s13, s17
Attract foreign investment to British Columbia.	CADs13, s17Million
Research and development or science and technology collaboration agreements secured between British Columbian and local partners in the Territory.	s13, s17 Innovation Partnerships
International education agreements secured between British Columbian and local partners in the Territory.	s13, s17 Education Agreements

will be used to assess the contractor's performance as follows:

Exceeded Results	The Contractor achieved ALL of their contract objectives and performance indicators; and exceeded (e.g.: at least 125% of the target) in at least 4 of the 5 Outcome categories
Met Results	The Contractor achieved ALL of their contract objectives (e.g.: at least 90% of the target) for each of the 5 Outcome categories; and may have exceeded on some
Did Not Meet Results	The Contractor achieved only some of their contract objectives and performance indicators (e.g.: below 89% of the target in 3 or more Outcome categories) and, as a result, did not meet minimum result expectations

Special consideration will be given if ALL of the contract objectives and performance indicators are surpassed by 150% of the target.

Contractor Initials KR

Amendment No. 006 CC44210003B

Province Initials _____

(9) Replace "Schedule A, 5. Annual Performance Mechanism, 5.8, b) Annualized Input Benchmarks" with:

The following inputs from the Table in Schedule A, section 4.3

Annual Benchmark	Quantity
Number of Corporate Calls	
Number of Seminars/Presentations delivered	
Number of Events/Shows representing BC	
Number of Client Executive Visits to BC	s13, s17
Number of in-bound trade missions supported	
Number of out-bound trade missions supported	
Number of Market Intelligence Reports generated	

will be used to assess the contractor's performance in the area of effort as follows:

Outstanding	Rating of "Exceeds" (e.g.: at least 125% of the target) in at least 5 Input criteria and the balance as Met (e.g. 5 Exceed plus 2 Met)
Solid Performance	Rating of "Met" (e.g.: at least 90% of the target) in at least 5 Input criteria and not more than two ratings of Did Not Meet (e.g. 2 Exceed plus 3 Met plus 2 Did Not Meet)
Under Performing	All other combinations of ratings would garner a "Under Performing" overall rating (e.g. 3 or more Did Not Meet)

Special consideration will be given if ALL of the contract objectives and performance indicators are surpassed by 150% of the target.

Contractor Initials KT

Amendment No. 006 CC44210003B

Province Initials _____

(10) Replace "Schedule B, Table B-1-A: Fees for Representative Services – Contractor" with:

Table B-1-A: Fees for Representative Services (Contractor)

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL – MAXIMUM IN YEAR in CAD
FEES – REPRESENTATIVE SERVICES CONTRACTOR	Fixed	<i>Monthly invoice to the Ministry in the local currency</i> Invoice in the month following that month in which services were rendered Managing Director To a maximum of s17 per month, approximate to	s17	
	Performance incentive	<i>Invoice to the Ministry in the local currency – one time payment</i> Approved by Ministry based on performance incentive provision in Schedule A, Section 5 Managing Director To a maximum of s17 approximate to		
	Maximum payable in year			

(11) Remove "Schedule B, Table B-1-B: Budget Available to Reimburse for Fees to Support Representative Services (Approved Staff and Subcontractors)".

(12) Remove "Schedule B, Table B-2-A: Budget Available for Office Lease / Rental Charges".

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KT

Amendment No. 006 CC44210003B

Province Initials

(13) Insert "Schedule B, Table B-2-A: Budget Available to Reimburse for Expenses (Approved Staff and Subcontractors)":

Table B-2-A: Budget Available to Reimburse for Expenses (Approved Staff and Subcontractors)

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL - MAXIMUM IN YEAR in CAD
EXPENSES – REPRESENTATIVE SERVICES STAFF and SUB CONTRACTORS ACCOUNTABLE	Fixed	<i>Quarterly advance at month 1, 4, 7 and 10</i>		
		Manager, Business Development A To a maximum of s17 per month, approximate to		
		Manager, Business Development B To a maximum of s17 per month, approximate to		
		Manager, Business Development B To a maximum of s17 per month, approximate to		
		Manager, Business Development B To a maximum of s17 per month, approximate to		
		Manager, Business Development B To a maximum of s17 per month, approximate to		
		Project Officer To a maximum of s17 per month, approximate to		
		Project Officer To a maximum of s17 per month, approximate to		
		Program Assistant To a maximum of s17 per month, approximate to		
		<ul style="list-style-type: none"> Statement of Account and receipts to be provided as part of the Quarterly Reconciliation Unused funds are Overpayments and will be: <ul style="list-style-type: none"> rolled over to the next period; or returned to the Ministry for reallocation; or or used for other support Services as agreed to in writing by the Ministry 		
			s17	

Contractor Initials KT

Amendment No. 006 CC44210003B

Province Initials _____

	Performance incentive	<i>Invoice from the Contractor to Ministry in the local currency - one time payment</i> Approved by Ministry based on performance incentive provision in Schedule A, Section 5 Per Manager, Business Development A To a maximum of s17 approximate to Per Manager, Business Development B To a maximum of s17 approximate to Per Project Officer To a maximum of s17 approximate to Program Assistant To a maximum of s17 approximate to	s17
	Maximum reimbursable in year		

Note: This budget table includes funds available to the Contractor for all expenses for any associated staff (subcontractor) including, but not limited to, compensation, social benefit payments as mandated by local law, and any other benefits or perquisites offered by the contractor to the sub-contractors. These amounts also include a potential annual performance bonus payment. The Contractor will invoice the Ministry to access these funds in order to pay his/her staff and subcontractors to deliver the representative services in this contract.

(14) Remove "Schedule B, Table B-2-B: Budget Available for Office Fittings / Annual Maintenance Charges".

Contractor Initials

KT

Amendment No. 006 CC44210003B

Province Initials

(15) Insert "Schedule B, Table B-2-B: Budget Available to Reimburse for Expenses (Operations and Programming)":

Table B-2-B: Budget Available to Reimburse for Expenses (Operations and Programming)

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	PAYABLE AMOUNT IN YEAR in CAD		
OFFICE OPERATIONS – ACCOUNTABLE	Office administration expenses such as stamp tax, insurance and other local regulatory expenses to allow operations	<ul style="list-style-type: none">Quarterly advance at month 1, 4, 7, 10 based on agreed to business caseStatement of Account and receipts to be provided before each subsequent quarterly advance and at financial year endFunds from one budget line item could be applied to another budget line item within this tableUnused funds are Overpayments and will be:<ul style="list-style-type: none">rolled over to the next quarter and subtracted from the following quarterly advance; orreturned to the Ministry for reallocationPre-approval from the Contract Manager (Manager) is required for expenditures of greater than CAD \$1,500Pre-approval from the Contract Manager (Director) is required for expenditures related to the services that would occur outside the Territory	Determined by approved Business Plan	\$ 50,000		
	Fixed Assets and Equipment (Computers, fax, printers, photocopier, furnishings, etc.)			\$ 8,000		
	Supplies such as stationery, postage, etc.			\$ 6,000		
	Operating expenses (electricity, telephone/mobile, internet charges, courier charges and other recurring charges)			\$ 12,000		
PROGRAM – ACCOUNTABLE	Seed funding for projects and programs in Contractor’s Business Plan (i.e. trade shows, events, significant hospitality, projects, collateral, non-local travel) developed in conjunction with and approved by the Ministry					\$ 125,000
	Hospitality for breakfast, lunch, dinner and small meetings directly related to delivery of Services					\$ 20,000
	Travel within the Territory that is directly related to delivery of Services					\$ 16,000
	Subscriptions and publications as necessary to complete the Services					\$ 4,000
	Organizational membership related to responsibilities (excluding social, athletic or recreational club membership).					\$ 5,000
	Maximum reimbursable in year					CAD \$ 246,000

Contractor Initials KT

Amendment No. 006 CC44210003B

Province Initials _____

(16) Replace "Schedule B, Table B-3: Budget Available for Information Systems / Tools Charges" with:

Table B-3: Budget Available for Information Systems / Tools Charges

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL - MAXIMUM IN YEAR in CAD
INFORMATION SYSTEMS	IT / IM tools and systems (including CRM and communications tools - e-mail, databases, web collaboration)	Direct payment by Ministry		\$ 22,000
	Maximum payable in year			CAD \$ 22,000

(17) Remove "Schedule B, Table B-4: Budget Available to Reimburse for Expenses (Operations and Programming)".

(18) Insert "Schedule B, Table B-4-A: Budget Available for Office Lease / Rental Charges":

Table B-4-A: Budget Available for Office Lease / Rental Charges

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL - MAXIMUM IN YEAR in CAD
OFFICE SPACE LEASE	Office space	Direct payment by Ministry in local currency CNY 240,000 per month, approximate to	CAD \$ 40,000 per <u>month</u> for 12 months	\$ 480,000
	Maximum payable in year			CAD \$ 480,000

Contractor Initials

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Amendment No. 006 CC44210003B

Province Initials

(19) Insert "Schedule B, Table B-4-B: Budget Available for Office Annual Maintenance Charges":

Table B-4-B: Budget Available for Office Annual Maintenance Charges

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL - MAXIMUM IN YEAR in CAD
OFFICE OPERATIONS - ACCOUNTABLE	Office fittings, fixtures, signage, tenant improvements and repairs	Arranged by Contractor or Ministry Direct payment by Ministry		\$ 15,000
	Maximum payable in year			CAD \$ 15,000

(20) Rename "Schedule B, Table B-2-F2012: One-time Adjustment for Office Lease / Rental Charges due to Foreign Exchange Losses"

to

"Schedule B, Table B-4-F2012a: One-time Adjustment for Office Lease / Rental Charges due to Foreign Exchange Losses"

(21) Insert "Schedule B, Table B-4-F2013: Budget Available to Reimburse for Office Fit-out Expenses":

Table B-4-F2013: Budget Available to Reimburse for Office Fit-out Expenses

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL - MAXIMUM IN YEAR in CAD
OFFICE SPACE RENOVATIONS	Design fees, materials and construction charges.	Direct payment by Ministry in local currency CNY 270,000 approximate to	CAD \$ 45,000 to be made in one payment at the end of construction	\$ 45,000
	Maximum reimbursable in year			CAD \$ 45,000

Contractor Initials

KT

Amendment No. 006 CC44210003B

Province Initials

(22) Replace "Schedule B, Table B-5: Annual Budget for Fees and Expenses to Deliver Representative Services" with:

MAXIMUM ANNUAL AMOUNT PAYABLE/REIMBURSABLE UNDER CONTRACT DURING THE TERM	CAD \$ 1,408,393
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Annual: The total, maximum amount payable by us under this Agreement for fees and expenses for each fiscal year during the term will not exceed CAD \$ 1,408,393.00 per year, unless otherwise specified.

(23) Insert "Schedule B, Table B-5-F2013: Adjusted Annual Budget for Fees and Expenses (Fiscal Year 2012/13 Only)":

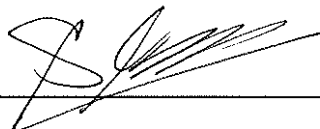
MAXIMUM PAYABLE/REIMBURSABLE UNDER CONTRACT IN FISCAL YEAR 2012/13	CAD \$ 1,453,393
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Fiscal Year 2012/13: Due to one-time expenses related to office expansion and construction the maximum amount payable by us under this Agreement for fees and expenses for the 2012/13 fiscal year only will be increased to CAD \$ 1,453,393.00.

In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 26 day of MARCH, 2012 on behalf of the Province by its duly authorized representative:

Signature




Print Name

Shom Sen
Assistant Deputy Minister
International Trade and Investment Attraction Division

SIGNED AND DELIVERED on the 18th day of March, 2012 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature



Print Name

Mr. Kevin Wai Loun Tsui, Director
Ho Hing Consultancy Inc.

Contractor Initials

KT

Amendment No. 006 CC44210003B

Province Initials



MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by

Minister of Jobs, Tourism and Skills Training
(the "Province", "we", "us", or "our", as applicable)

AND

Ho Hing Consultancy Inc.
Suite 1238, 12th Floor, China Resources Building,
8 Jianguomenbei Avenue, Beijing P.R. China

(the "Contractor" "you" or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement Contract CC44210003B, Amendment No. 006 dated March 14, 2012, to continue the provision of In-Market Representation for trade promotion and investment attraction related services in North China and Mongolia.

B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) *Replace Article 1.1 a)" with:*
"Ministry" means the Province as represented by the Minister of Jobs, Tourism and Skills Training.
- (2) Replace "Article 1.1 d)" with "Province's Personnel" or "Contract Manager" mean to the following contact(s) in the Ministry:
 - Manager, International Market Development – China
 - Alternate: Director, International Market Development – China
 - Priority Market – International Market Development Branch
 - International Trade and Investment Attraction Division

(3) Insert the following: "Schedule B, Table B-2-F2013 One-time Budget Available for Extraordinary Expenses in Fiscal Year 2012/2013."

EXPENSE TYPE	PROCESS	REIMBURSEMENT BY PERIOD	TOTAL – MAXIMUM IN YEAR In CAD.
Expenses Adjustment FY2012/13	n/a	Prior to Fiscal Year End	\$ 55,000.00
	Maximum Reimbursable in Year		\$ 55,000.00

(2) Replace: Schedule B, Table B-5-F2013: Adjusted Annual Budget for Fees and Expenses (Fiscal Year 2012/13 Only)" with the following:

MAXIMUM PAYABLE/REIMBURSABLE UNDER CONTRACT IN FISCAL YEAR 2012/13	CAD \$ 1,508,393.00
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Fiscal Year 2012/2013: Due to one-time expenses related to additional incremental program activity in-market, the maximum payable by us under this Agreement for fees and expenses for the 2012/2013 fiscal year only will be increased to CAD \$1,508,393.00

(2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 9th day of January, 2013 on behalf of the Province by its duly authorized representative:

Signature

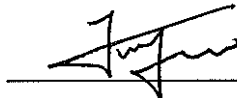


Somnath Sen, Assistant Deputy Minister

Print Name: International Trade and Investment Attraction Division

SIGNED AND DELIVERED on the 6th day of January, 2013 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature



Print Name

KEVIN W. TSUI



MODIFICATION AGREEMENT

ORIGINAL

BETWEEN

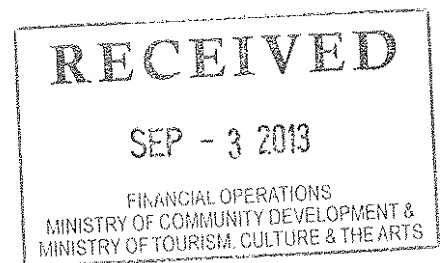
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by

**Minister of International Trade and Minister Responsible for Asia Pacific
Strategy and Multiculturalism**
(the "Province", "we", "us", or "our", as applicable)

AND

Ho Hing Consultancy Inc.
Suite 1238, 12th Floor, China Resources Building,
8 Jianguomenbei Avenue, Beijing P.R. China

(the "Contractor" "you" or "your" as applicable)



BACKGROUND

A. The parties entered into an agreement **Contract CC44210003B**, Amendment No. 007 dated January 9, 2013, to continue the provision of In-Market Representation for trade promotion and investment attraction related services in North China and Mongolia.

B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) Terms of Service Contract
ARTICLE 1 - Interpretation

Replace Article 1.1 a) with the following:

"Ministry" means the Province as represented by the Minister of International Trade and Minister Responsible for Asia Pacific Strategy and Multiculturalism.

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The parties agree as follows, **effective September 1, 2013:**

(2) **Schedule B – Fees and Expenses**

Table B-2-A Budget Available to Reimburse for Expenses (Approved Staff and Subcontractors)

Replace with the following:

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL – MAXIMUM IN YEAR in CAD
EXPENSES – REPRESENTATIVE SERVICES	Fixed	Quarterly advance at month 1, 4, 7 and 10		
		Senior Manager, Business Development To a maximum of s17 per month approximate to		
		Manager, Business Development A To a maximum of s17 per month, approximate to		
		Manager, Business Development B To a maximum of s17 per month, approximate to		
		Manager, Business Development B To a maximum of s17 per month, approximate to		
		Manager, Business Development B To a maximum of s17 per month, approximate to		
		Manager, Business Development B To a maximum of s17 per month, approximate to		
		Project Officer To a maximum of s17 per month, approximate to		
		Project Officer To a maximum of s17 per month, approximate to		
		Project Officer To a maximum of s17 per month, approximate to		
CONTRACTOR'S STAFF and SUB CONTRACTORS	Fixed	Program Assistant To a maximum of s17 per month, approximate to		
		• Statement of Account and receipts to be provided as part of the Quarterly Reconciliation		
		• Funds from one budget line item could be applied to another budget line item within this sub-table		
		• Unused funds are Overpayments and will be:		
		○ rolled over to the next period; or		
		○ returned to the Ministry for reallocation; or		
		○ or used for other support Services as agreed to in writing by the Ministry		
ACCOUNTABLE	Fixed			

s17

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	Performance Incentive	<p><i>Invoice to Ministry – one-time annual payment</i></p> <p>Approved by Ministry based on performance incentive provision in Schedule A, Section 5</p> <p>Senior Manager, Business Development To a maximum of s17 approximate to</p> <p>Per Manager, Business Development A To a maximum of s17 approximate to</p> <p>Per Manager, Business Development B To a maximum of s17</p> <p>Per Project Officer To a maximum of s17</p> <p>Program Assistant To a maximum of s17</p>		
			Maximum reimbursable in year	s17

NOTE: This budget table includes funds available to the Contractor for all expenses for any associated staff (subcontractor) including, but not limited to, compensation, social benefit payments as mandated by local law, and any other benefits or perquisites offered by the Contractor to the sub-contractors. These amounts also include a potential annual performance bonus payment. The Contractor will invoice the Ministry to access these funds in order to pay his/her staff and subcontractors to deliver the representative services in this contract.

- (3) **Replace:** Schedule B, Table B-5: Annual Budget for Fees and Expenses to Deliver Representative Services *with the following:*

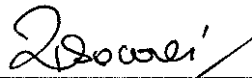
MAXIMUM <u>ANNUAL</u> AMOUNT PAYABLE/REIMBURSABLE UNDER CONTRACT DURING THE TERM	CAD \$ 1,548,393.00
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- (4) **Add:** Schedule B, Table B-5-F2014 Adjusted Annual Budget for Fees and Expenses (Fiscal 2013/2014 ONLY)

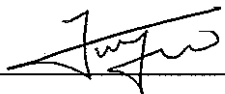
MAXIMUM PAYABLE/REIMBURSABLE UNDER CONTRACT IN FISCAL 2013/2014	CAD \$ 1,495,008.00
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(5) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 28th day of August, 2013 on behalf of the Province
by its duly authorized representative:

Signature 
Print Name: Ramona Soares, Assistant Deputy Minister
International Trade and Investment Attraction Division

SIGNED AND DELIVERED on the 22 day of AUGUST, 2013 by or on behalf of the
Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature 
Print Name KEVIN W. TSUI

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