

From: [Ewan, Ken MIT:EX](#)
To: [Anderson, Dianne S MIT:EX](#)
Subject: RE: Amended TEC Shanghai lease for 3 month period - April, May , June 2015
Date: Thursday, March 6, 2014 2:49:30 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.jpg](#)

Dianne – the dates are confirmed and are accurate. The dates are also confirmed by our representative, Jacob Joh from Colliers in his message below.

It states as:

Commencement Date of Initial Term: “1-April-14”

End Date of Initial Term: “30-June-14”

On the very top of the contract, the date right below “License Agreement” states us “18-February-14”

Hope this information helps,
Ken

From: Anderson, Dianne S MIT:EX
Sent: Thursday, March 6, 2014 2:41 PM
To: Ewan, Ken MIT:EX
Subject: RE: Amended TEC Shanghai lease for 3 month period - April, May , June 2015

Ken – can you confirm the commencement date and end dates in English – please.

Dianne Anderson
Contract Manager
Business Services and Accountability
Ministry of International Trade (Minister Responsible for
Asia Pacific Strategy and Multiculturalism)
Suite 730 - 999 Canada Place
Vancouver, British Columbia, V6C 3E1, Canada
Phone: 1-(604) 660-5886 Fax: 1-(604) 660-1320
Dianne.Anderson@gov.bc.ca

From: Ewan, Ken MIT:EX
Sent: Thursday, March 6, 2014 2:35 PM
To: Anderson, Dianne S MIT:EX
Cc: Cowan, Jim MIT:EX
Subject: FW: Amended TEC Shanghai lease for 3 month period - April, May , June 2015

Hi Dianne,

Please find attached the amended TEC contract of the 3 month extension. John’s name and email have been updated to Kevin’s.

Thanks
Ken

From: Chen, Christine MIT:EX
Sent: Thursday, March 6, 2014 9:58 AM
To: Joh, Jacob; Ewan, Ken MIT:EX
Cc: XT:McDonald, John MIT:IN; XT:Tsui, Kevin MIT:IN; Han, Henry MIT:EX; Eidsness, Greg MIT:EX
Subject: RE: Amended TEC Shanghai lease for 3 month period - April, May , June 2015

Hello Jacob,

Attached is the signed license agreement.

I changed the company name, contact, and email. Also, I added the 4th clause in the “Additional Provisions”.

Thanks.

Christine Chen
604-660-8898

From: Joh, Jacob [<mailto:Jacob.Joh@colliers.com>]
Sent: Thursday, March 6, 2014 1:43 AM
To: Ewan, Ken MIT:EX
Cc: XT:McDonald, John MIT:IN; XT:Tsui, Kevin MIT:IN; Han, Henry MIT:EX; Eidsness, Greg MIT:EX; Chen, Christine MIT:EX
Subject: RE: Amended TEC Shanghai lease for 3 month period - April, May , June 2015

Hi Ken,

Please find attached amended Agreement. Just FYI, the Chinese characters in the section for dates is accurate. Everything else is the same as the Agreement previously signed by Henry (including the misspelling of Henry’s name); however, they had deleted the 4th clause in the “Additional Provisions”. You may want to reinsert the term “4. This Agreement is supplemented by the “Platinum Corporate Client Agreement”, agreed between BC Trade and Investment Division of the Ministry of Jobs, Tourism and Innovation and The Executive Centre.” But at this stage, I do not believe it will make a significant difference, especially if you are able to move out by the end of June 30th.

Please sign both the front and back page of the Agreement and return at your earliest convenience.

Thank you.

Jacob Joh
Director | Office Services

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Fax +82 2 318 2015 | [View My Profile](#)
10F Korea Tourism Organization Building, 10 Da-dong, Jung-gu | Seoul 100-180 | Korea



From: Ewan, Ken MIT:EX [<mailto:Ken.Ewan@gov.bc.ca>]
Sent: Tuesday, March 04, 2014 4:08 AM
To: Joh, Jacob
Cc: XT:McDonald, John MIT:IN; XT:Tsui, Kevin MIT:IN; Han, Henry MIT:EX; Eidsness, Greg MIT:EX
Subject: Amended TEC Shanghai lease for 3 month period - April, May , June 2015

Hi Jacob,

Could you please lead on this request and work with John and Kevin to provide us the amended TEC Shanghai Office Lease Agreement that reflects the change of the responsibility from John McDonald to Kevin Tsui for the 3 month contract extension period? Our finance department is requesting the amended TEC Lease Agreement as the supporting document for their administrative process, and asked us to provide them the document at our earliest convenience. Let me know if you need anything from Vancouver HQ to help facilitate your process.

Thanks for your help.

Best regards,

Ken Ewan
Priority Markets Manager – Greater China
International Market Development
Ministry of International Trade
Suite 288 - 800 Hornby Street
Vancouver, British Columbia V6Z 2C5 CANADA
Tel: +1 604 660.5919
Mobile: s15, s17 | Fax: 604 660.2251



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CONTRACT COMMITMENT & APPROVAL

Note: This Form must be forwarded to Financial Operations together with the signed original contract or Modification Agreement before the first payment is requested. Complete Sections A, B, D and E if this is an initial contract. Complete Sections A, C, D and E if this is an amendment. Questions about the collection or use of this information can be directed to Contracts, Policy and Review, at (250) 387-4589.

☐ New Contract or ☒ Amendment - contract has Increased / <Decreased> by: \$ _____ (leave blank if unchanged)

A. Branch Action Amendment No. **010**

Branch: International Market Development – CHINA	Contract Requestor: Henry Han / Greg Eidsness	Telephone: 604-660-5910
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B. Initial Contract - General Service Agreement Attached (form can be found): <http://pss.gov.bc.ca/psb/GSA/docs/GSA.doc>

Project description: In-Market Representation for trade promotion and investment attraction related services in East and North China (Shanghai / Beijing)

Mandatory to Select One Procurement Process (X): [Procurement and AIT Code descriptions](#)

<input type="checkbox"/> 100 = Open Competitive Process	<input type="checkbox"/> 200 = Direct Awards – Public Sector Organization	<input type="checkbox"/> 201 = Direct Awards – Sole Source
<input type="checkbox"/> 202 = Direct Awards – Emergency	<input type="checkbox"/> 203 = Direct Awards – Security, Order, etc.	<input type="checkbox"/> 204 = Direct Awards - Confidentiality
<input type="checkbox"/> 205 = Direct Awards - Notice of Intent	<input type="checkbox"/> 207 = Direct Award – Under \$25,000	
<input type="checkbox"/> 208 = Direct Award – Financial Assistance - TUA	<input type="checkbox"/> 209 = Direct Award – Cost Sharing Agreement – TUA	
<input type="checkbox"/> 300 = Direct Invitation to Selected Vendors	<input type="checkbox"/> 400 = Selected Vendor From Pre-Qualification List	
<input type="checkbox"/> 401 = Competition among Vendors on Pre-Qualification Lists	<input type="checkbox"/> 500 = Purchasing from a Corporate Supply Arrangement	
<input type="checkbox"/> 600 = other purchase process (FSA)*	All Direct Awards must have a completed Direct Award Justification attached.	

Mandatory to Select One AIT Exclusion (X): [Procurement and AIT Code descriptions](#)

<input type="checkbox"/> 100 = Purchase subject to AIT	<input type="checkbox"/> 200 = Purchase below applicable AIT threshold	<input type="checkbox"/> 300 = Purchase exempt commodity/service
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C. Amendment - Modification Agreement Attached (form at): http://icw.cd.gov.bc.ca/fas/fin_contracts/documents/modification_agreement.doc

Reason for amendment is (X): ☐ Change in deliverables ☒ Other (specify): **FY14/15 TEC Shanghai 3 months April 1 to June 30, 2014 transferred to the responsibility of contractor Kevin Tsui – Ho Hing Consultancy Inc.**

D. Commitment (Once the amount of the contract or amendment has been entered to the account(s) indicated below, it should not be changed.)

Contractor name: (verified on BC Online Corporate Registry) The Executive Centre SHANGHAI		Company registration #:	
Doing business as:			
Address: Unit 2005, 20/F The Centre 989 Changle Road, SHANGHAI Hong Kong		Postal code: 200041	
Phone: +(86 21) 5116 6860		Fax: +(86 21) 5116 6861	
CONTRACT ID # (to be quoted on all invoices): CC44210004B-S (Shanghai portion) (Prime Contract is now CC44210003HoHing)			
Term of Agreement: From: April 1, 2014		To: June 30, 2014	
Contract Price: \$ FY 14/15 129,000	Responsibility Centre	Service Line	STOB
Max. Facilities: \$ FY14/15 129,000 Shanghai TEC	51563	22441	7506
		Project Number 5144203	

E. Authorization

<input checked="" type="checkbox"/> (X) CPPM Policy Requirements – Documented	Recommended Signature: 	Pre-Approval Signature: 	Ramona Soares, ADM International Business Development Division
Expense Authority Signature A/ED	Gregory Matisz	Date: Mar 7/14	

Attach contract/amendment and return to Contract Manager

From: [Cowan, Jim MIT:EX](#)
To: [Michon, Steven R MIT:EX](#); [Anderson, Dianne S MIT:EX](#)
Subject: FW: Shanghai TEC Renewal
Date: Thursday, March 27, 2014 7:57:59 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[TEC 2081&89&55 BC Trade Apr2014-Mar2015.pdf](#)

FYI

From: Joh, Jacob [mailto:Jacob.Joh@colliers.com]
Sent: Thursday, March 27, 2014 2:42 AM
To: Chen, Christine MIT:EX
Cc: XT:Tsui, Kevin MIT:IN; Han, Henry MIT:EX; Cowan, Jim MIT:EX; Eidsness, Greg MIT:EX;
s22
Subject: RE: Shanghai TEC Renewal

Dear All,

Please find attached the completed copy of the License Agreement for your reference.

s17

If you have any questions or concerns, please do not hesitate to let me know.

Thank you.

Jacob Joh

Director | Office Services

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Fax +82 2 318 2015 | [View My Profile](#)

10F Korea Tourism Organization Building, 10 Da-dong, Jung-gu | Seoul 100-180 | Korea



From: Chen, Christine MIT:EX [mailto:Christine.Chen@gov.bc.ca]
Sent: Thursday, March 27, 2014 3:41 AM
To: Joh, Jacob
Cc: XT:Tsui, Kevin MIT:IN; Han, Henry MIT:EX; Cowan, Jim MIT:EX; Eidsness, Greg MIT:EX
Subject: RE: Shanghai TEC Renewal

Hello Jacob,

Attached signed Licensee Agreement.

Thanks.

Christine Chen
604-660-8898

From: Joh, Jacob [<mailto:Jacob.Joh@colliers.com>]
Sent: Monday, March 24, 2014 11:23 PM
To: Eidsness, Greg MIT:EX
Cc: Chen, Christine MIT:EX; XT:Tsui, Kevin MIT:IN; Han, Henry MIT:EX
Subject: FW: Shanghai TEC Renewal

Hi Greg,

Would you be able to give me some directions on how to proceed with the email below?

Thanks,

Jacob Joh

Director | Office Services

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10F Korea Tourism Organization Building, 10 Da-dong, Jung-gu | Seoul 100-180 | Korea



From: Joh, Jacob
Sent: Monday, March 24, 2014 6:11 PM
To: 'Han, Henry MIT:EX'
Cc: XT:Tsui, Kevin MIT:IN; Chen, Christine MIT:EX (Christine.Chen@gov.bc.ca)
Subject: RE: Shanghai TEC Renewal

Hi Henry,

Please see attached License Agreement for Shanghai. As per Kevin's email, I am not sure if you are looking to renew only for one month or to renew for a year. The attached is for **12 months!** Please note the following regarding the attached:

Current status:

- Current agreement expires as of March 31, 2014.
- Short-term 3 month extension commences as of April 1, 2014 at an increased rate of RMB 238,000 per month.

- Term with TEC is terminated as of June 30, 2014 and lease in new premises outside of TEC commences as of July 1, 2014.

Renegotiated term (as per attached):

- Current agreement expires as of March 31, 2014.
- Short-term 3 month extension to June 30, 2014 at RMB 238,000 per month commencing as of April 1, 2014 is CANCELLED and replaced with attached!
- New Agreement (attached) commences as of April 1, 2014 for 12 months at the current rate (prior to short-term increase) of RMB 221,000 per month.
 - o PLEASE NOTE "ADDITIONAL PROVISIONS #4" → **THE MONTHLY TOTAL RATE WILL BE REDUCED TO RMB 150,000 AS OF JULY 1, 2014 UNTIL MARCH 31, 2015.**

Basically, the rate of RMB 150,000 will be effective as of July 1, 2014 on condition the "old" rate being maintained to June 30, 2014. I've managed to negotiate the RMB 150,000 by conceding the commencement date of the lower rate of RMB 150,000 to July 1, 2014; however, I've negotiated the cancellation of the increased short-term rate of RMB 238,000 per month and extended the current rate to June 30, 2014.

If the above is acceptable to you, **please insert the number "0" in the blank space for "Connectivity Package, Standard Rate (not including outgoing call fee), sign both the front and back page and return.**

s17

I hope the above is clear, but will call tomorrow morning (Korea time) to clarify and reconfirm.

Thanks,

Jacob Joh
Director | Office Services

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Fax +82 2 318 2015 | View My Profile
10F Korea Tourism Organization Building, 10 Da-dong, Jung-gu | Seoul 100-180 | Korea

-----Original Message-----

From: Han, Henry MIT:EX [<mailto:Henry.Han@gov.bc.ca>]
Sent: Monday, March 24, 2014 1:34 AM
To: Joh, Jacob
Cc: XT:Tsui, Kevin MIT:IN
Subject: Shanghai TEC Renewal

Hey can we renew Shanghai for 1mth at 150rmb/mth?

License Agreement

Date: 18-二月-14 (dd/mm/yy)



The Executive Centre Shanghai	
<input checked="" type="checkbox"/>	20/F The Center No. 989 ChangLe Road, Shanghai 200031
<input type="checkbox"/>	35/F Citic Square No. 1168 Nanjing Road (West) Shanghai 200041
<input type="checkbox"/>	5/F Xintlandi No.159 Madang Road Shanghai
<input type="checkbox"/>	8/F International Finance Centre Level 8, Shanghai International Finance Centre, Tower 2, Century Avenue, Pudong, Shanghai
<input type="checkbox"/>	12/F Chongqing Finance Center No. 288 Nanjing Road (West) Shanghai
Contact details	
Tel: (86 21) 5252 4618	Fax: (86 21) 5252 4616
Deposit	N/A
Monthly License Fee	RMB 221,000

Client - Registered Address (Client)	
Company Name:	BC Trade and Investment Representative Office c/o Government of British Columbia
Contact:	Kevin Tsui 徐伟伦
Address:	No. 989 ChangLe Road Shanghai 200041
ROC Number	N/A
Telephone:	(+86 21) 5116 6860
Fax:	(+86 21) 5116 6861
Email:	ksui@britishcolumbia.ca

Client - Invoicing Address (if different from above)	
Company Name:	Same as above
Contact:	Henry Han
Address:	288-800 Hornby Vancouver BC
Telephone:	001 604 660 5888
Fax:	001 604 660 2251
Email:	Henry.Han@gov.bc.ca

Commencement Date of Initial Term	1st April, 2014 (dd/mm/yy)
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End Date of Initial Term	31st March, 15 (dd/mm/yy)
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This agreement shall automatically roll over for successive terms equal in length to the initial term unless either party gives written notice to terminate Two (2) months prior to the end of the active term.

Inventory	
The Client shall have the right to use the items in the Accommodation specified in the following inventory:	
Desks with Pedestal	26 Cupboard
Managers Chairs	26 Filing Cabinets
Round Table	Waste paper bins
	29

Connectivity Package	
Standard Rate (not including outgoing call fee)	0
Discount Rate (applies for the initial term of this agreement only)	Connections are included in the monthly license fee

Accommodation in the Centre (the Unit)	
External office	
Room(s):	2082/81/89/55/53

Additional Provisions	
1. Other service charges may occur in the monthly bill: please refer to the standard service rate card for details.	
2. Five days free office usage in any of The Executive Centre Shanghai locations per month (one workstation).	
3. This Agreement is supplemented by "Agreement Supplementing", agreed between BC Trade and Investment Division of the Ministry of Technology, Trade and Economic Development, Keemax Asia Limited and The Executive Centre.	
4. Monthly license fee will be adjusted to RMB 150,000 inclusive of connection start from 1st July, 2014 till lease end 31st March, 2015.	
5. The client has to return 20x3 on 30th June, 2014.	

For T/T transactions, please wire the payment to Bank The Hongkong & Shanghai Banking Corporation Limited Shanghai Branch, Address: 1st Floor, HSBC Building, 1000 Lujiazui Ring Road, Pudong, Shanghai 200120. A/C: RMB: 088-007893-001, USD: 001-039619-026; Account Name: THE EXECUTIVE (SHANGHAI) BUSINESS SERVICES CO, LTD.

For and on behalf of TEC	
Name (printed):	Wendy Lam
Title:	
Signature:	

For and on behalf of the Client	
Name (printed):	Greg Eidsness
Title:	Manager, China
Signature:	

This Agreement is made between TEC and the Client (as specified above) and the Client confirms that the Client has read and understood the Terms and Conditions overleaf and agrees to be bound by them and TEC agrees to provide the services and facilities as mentioned overleaf.

TERMS AND CONDITIONS

FACILITIES AND SERVICES

1. In consideration of the payment by the Client of the License Fee specified overleaf, TEC permits the Client to share with TEC the use of the Unit.
2. TEC agrees to provide Business Services and the Unit from the Term Commencement Date specified overleaf until terminated in accordance with the provisions of this Agreement.
3. Business Services
 - (a) TEC shall provide the following Business Services which shall be for the use of the Client on a 24 hours basis on all days:
 - The Workspace and furniture as per details specified overleaf;
 - Voicemail with call forwarding function; and
 - Office lighting and electricity for power sockets.
 - (b) TEC shall provide the following Business Services to the Client during normal operating hours of the Centre excluding weekends and public holidays:
 - Receptionist, waiting area and café
 - Daily cleaning service Monday to Friday
 - Air-conditioning
 - Maintaining client office when out of town
 - Coffee and selection of teas
 - 5 (five) day complimentary use of a workstation per month in any of the locations in which TEC is presenting except for the city detailed on the front of this agreement
 - Mail delivery to Unit

- (c) The following additional Business Services are available in accordance with TEC's published rates updated from time to time. It is clarified that these Services are available to all Clients on an optional basis:

Dedicated secretarial, accounting, errands or other business services	Car parking
Food and beverage services	Business Licensing Assistance
Courier services	Office supplies
Photocopying and scanning	Video conferencing
Translations	Meeting and conference rooms
	Other services

- (d) The following Business Services are provided by TEC to the Client and are included in the Connectivity Package specified overleaf:
 - I Internet: LAN port to the office (one per desk), 24-hour Internet connectivity and office hour maintenance of the Internet connection.
 - II Telecommunications: Telephone handset (one per desk), telephone number (1 per handset), maintenance, voicemail and telephone answering. Usage/pulse costs are charged in addition to the monthly fee.

- (e) In the event the Client receives a discount on the Connectivity Charge during the initial term and this agreement rolls over for subsequent term(s) the Connectivity Charge shall revert to the standard rate for the subsequent term(s) of this agreement.

PAYMENT, DURATION AND TERMINATION

4. The Client shall, for the duration of this License prior to the first working day of each month, pay to TEC whether demanded or not (and by monthly direct debit if required) the License Fee, Connectivity Charge specified overleaf, the first proportionate payment to be made on the signing of this Agreement in respect of the period from the Term Commencement Date. In the event that the Client does not pay the total amount as stated on an invoice TEC shall be entitled to:
 - I Require the Client to vacate the Unit within 7 (seven) days
 - II Withdraw and stop partial or all services provided by TEC including, but not limited to telephone and internet services
 - III Enter the Unit and change the lock without prior notice
 - IV Claim all costs associated with recovering all monies owed to TEC from the Client
 - V Register the company name and its Directors with credit rating agencies if monies remain outstanding for more than 30 days
 - VI Claim all outstanding invoices and the costs of recovering those monies against the personal assets of the Directors

- (a) Pay on demand to TEC (by monthly direct debit if required) the Business Services rendered by TEC to the Client for all telecommunication and other Business Services relating to the Unit and for the use of facsimile, photocopying, secretarial, conference facilities, internet facilities, car parking and other Business Services of which use is made by the Client.

- (b) Pay to TEC interest at the rate of 0.5% per day on any sum payable under this License which remains unpaid for 7 days after the due date. Interest in that event will be calculated from the due date to the date of payment receipt.

- (c) Pay all sums due to TEC under this License without any deduction or set off.
- (d) Pay for all bank charges, exchange rate differences, currency adjustments and other such charges related to rental and services.

5. Deposit
 - (a) The Client shall pay to TEC no later than 5 business days the Deposit specified overleaf ("the Deposit") as security against all obligations entered into by the Client in this License. Such deposit is to be returned to the Client provided that the Client has complied with its obligations under this License, and subject to the deduction of an amount in respect to any outstanding invoices or deductions. Subject to the above conditions being met the security deposit shall be refundable once the Client provides the request in writing with the bank details of where the deposit shall be refunded. Should the Deposit not be received by TEC within 5 working days of the signing of the License Agreement, the License shall be considered null and void.
 - (b) In the event of any withdrawal from the Deposit by TEC due to any default of the Client, the Client shall replace any such sum withdrawn within 14 days of being notified of such withdrawal.

6. Termination
 - (a) The Client will be released from their obligations under this License and allowed to terminate prior to the end date of this License subject to the Client paying TEC the full license fee for the unexpired term together with all other outstanding invoices. Upon settlement of these terms, the Deposit will then subsequently be refunded to the Client.
 - (b) This License may be terminated forthwith in the event of any breach of the obligations within this License on the part of the Client and in the event that TEC terminates this License due to such breach the Client shall be required to pay to TEC the full license fee of the unexpired term together with all other outstanding invoice(s). TEC shall be entitled (but not obliged) to retain any furniture, personal effects or other belongings of the Client until all arrears owed to TEC have been paid or other loss made good and in the event of non-payment within 14 days TEC shall be entitled to dispose of any goods retained in settlement of any arrears and any costs of disposal.

- (c) At the time of termination the costs of restoration of the Unit and make good of the premises to the same condition at the time of move in will be charged to the client, this restoration includes but is not limited to security, supervision, approvals, and cleaning of the Unit, furniture, equipment and common areas. It will be carried out by TEC's contractors and personnel, and time required for restoration of the unit after the end date of this License will be charged to the Client at the License and Connectivity rates stated on the front of this agreement. TEC does not accept any responsibility for the client's personal effects or other belongings left in the Unit and reserve the right to dispose of such items.
- (d) On or before the expiry of this License the Client must return to TEC all keys and other means of access to the Unit and the Centre and whenever any key or other means of access is lost to report such loss forthwith to TEC and to pay on demand the cost of replacing such key or other means of access and the cost of replacing any lock changed by TEC.

- (e) If the Client fails to demand the refund of the Deposit within 360 days after the date of Termination of this Agreement, the Deposit shall be deemed forfeited to TEC.
- (f) On or before the expiry of this License the Client must deregister with all the relevant government bureaux, departments, agencies or other government entities the address allocated to the Unit located within the

Premises as stated overleaf. A fee of 50% of one month's License Fee will be charged to the Client per month from the expiry of this License until the deregistration process has been completed.

- (g) TEC shall have the right to terminate this agreement without notice if the client breaches the national or local laws in which the centre is located or if the Client is declared bankrupt, is wound up or put under receivership.

- (h) At the time of termination the Client shall pay a call handling and administrative fee equivalent to TEC's Corporate Identity Plan fee for a period of 3 months from the date of termination of this agreement.

CLIENT'S RIGHTS AND RESPONSIBILITIES

7. The Client shall be entitled:
 - (a) To use (in common with other clients of the Centre) the corridors, café and rest rooms
 - (b) To have access to the Unit 24 hours a day, each day of the year

8. The Client shall not:
 - (a) Impede or interfere with TEC's right of possession and control of the Unit.
 - (b) Use the Unit otherwise than for the Client's business.
 - (c) Install furniture or equipment in the Unit without prior written approval of TEC.
 - (d) Alter the Unit, its partitioning or any fixtures or fittings.

- (e) Interfere with the conduct of TEC's business and during the term of this License and for six months thereafter shall not offer employment to or hire directly or indirectly any staff of TEC. Without prejudice to any rights or remedies that TEC may have for any breach of the foregoing if the Client shall employ directly or indirectly any member of TEC's staff during such period the Client shall pay to TEC within 7 days of the said member of staff commencing his or her new employment or hire a recruitment fee equal to 50% of the said first year gross salary or hire costs including guaranteed bonuses or benefits in kind.

- (f) By way of commission payable to TEC by the Client, the Client agrees that, in the event that the Client enters, convinces or otherwise causes an existing client of TEC to vacate the Premises to pay to TEC a commission equal to 12-month's rental of the company that has been enticed or convinced to vacate the premises.

- (g) Damage any of the decorations, fixtures and fittings or other equipment in the Unit.

- (h) Be entitled to any compensation as a result of any failure of data security or computer systems or as a result of TEC failing to provide any of the services in accordance with this License as a result of any breakdown or strike or delay or failure of any staff, manager or caretaker to perform their duties.

- (i) The Client shall not install third party telephone products or services including video conferencing, telephones, IP telephones or other communication devices to the telephone lines, Internet ports or LAN ports within the office without TEC's prior written permission. The Client shall have the right to install a photocopier or a multi-function device with the ability to photocopy within their office at a fee of RMB 390 per month.

- (j) Use any services in the Unit other than those offered by TEC.

9. The Client shall:
 - (a) Observe and adhere to all the rules and regulations updated from time to time made by TEC for the management of the Unit and the Centre.
 - (b) Indemnify TEC and its respective officers, employees and agents, from all claims, liability, or loss, and all damages and costs incurred by TEC which arise out of the use of the Unit. The Client shall be required to maintain sufficient public liability insurance and maintain adequate insurance to cover all fixtures and equipment belonging to TEC within the Unit. TEC shall have the right to obtain a copy from the Client of such insurance upon request.

- (c) TEC is not responsible for the theft of or damage to any equipment, chattels or goods whilst the Client is a tenant of TEC. Further, the Client shall immediately notify TEC of any damage, accident or defects to or in the Unit or any theft or loss of keys to the Unit, Premises or Building.

10. In the event that this Agreement is for 10 or more workstations the Client shall have the opportunity to transfer any portion, up to and including the entire value of the remaining contract, to any of TEC's other centres. Clients may use the funds to open a new office or book-end the amount on an existing Agreement subject to the:
 - I Client providing at least 90-day's advanced written notice of the transfer.
 - II Required number of workstations being available at the required centre(s)
 - III New deal value being the same value or greater than the amount being transferred
 - IV Transferred contract value being realized within 12 months of the effective transfer date

OWNER'S RIGHTS AND RESPONSIBILITIES

11. TEC shall:
 - (a) Keep the centre facilities in the Centre in working order and properly cleaned and equipped
 - (b) Not be under liability for failure to have any of the Centre facilities available for the Client because of use by any other person within the Centre and TEC shall not be liable to the Client if for any temporary reason the Client shall be unable to obtain access to the Unit.

- (c) Provide the Client with an alternative accommodation of equal or better value/quality than the Unit should TEC require the client to move during the term or subsequent terms of this License.

- (d) Have the right at any time to enter the Unit to inspect it, to provide services, to make repairs and alterations and provide cleaning, subject to prior verbal approval by the client except in the case of an emergency where no such verbal approval need be obtained.

GENERAL

12. This License is personal and is not assignable by the Client and the Client shall not share or part with possession of the Unit.

13. The Client confirms that it is not relied upon any warranty or representation made by TEC except those that are expressly set out in this License.

14. All notices must be in writing or by email. Notices to the Client will be considered served if handed personally or emailed to the legal representative or authorized representative of the company who is the signatory to this License. Notices to TEC will be considered served if mailed by registered or recorded mail, postage prepaid, to TEC at TEC's address shown overleaf, or such other address as TEC shall designate to the Client in writing.

15. The invalidity or unenforceability of any provision of this License shall not affect or impair the validity of any other provision. No waiver of any default of the Client shall be implied from any failure by TEC to take action with respect to such default.

16. Where the Client comprises more than one individual such individuals shall be jointly and severally liable to observe and perform the Client's obligations under this License.

17. This License supersedes any prior agreements and embodies the entire License between the Client and TEC and may not be modified, changed or altered in any way except as agreed by both parties in writing. This License shall be interpreted and enforced in accordance with the national and local laws in which the Centre is located.

The Client confirms having read and agreed to all the terms and conditions of this License

Sign [Signature] Date March 26/14

