



FOREIGN SERVICE AGREEMENT Contract Number: FC15563242

THIS AGREEMENT is dated for reference the 11th day of August, 2014.

BETWEEN:

Guangzhou Jiayue Business Consulting Co., Ltd.

(the "Contractor") with the following specified address and fax number:
Suite 1031, Level 10, HNA Building, 8 Linhe Zhong Road
Tianhe District, Guangzhou City, P.R. China 510610

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of International Trade and Minister Responsible for Asia Pacific Strategy and Multiculturalism (the "Province") with the following specified address and fax number:

Suite 730 – 999 Canada Place Vancouver, British Columbia V6C 3E1 Canada Fax: (604) 660-1320

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 SERVICES

- 1.1 The Contractor must provide the services described in Schedule A attached to this Agreement (the "Services") in accordance with this Agreement.
- 1.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the term as set in Schedule A (the "Term").
- 1.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 4.5.
- 1.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
- 1.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.
- 1.6 The Contractor may subcontract any of the Contractor's obligations under this Agreement to any person listed in the attached Schedule A or who has the Province's prior written consent (a "Subcontractor"). No subcontract entered into by the Contractor will relieve the Contractor from any of its obligations under this Agreement or impose any obligation or liability upon the Province to any such Subcontractor.

- 1.7 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.
- 1.8 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

2 PAYMENT

- 2.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B attached to this Agreement:
 - (a) the fees described in that Schedule, plus any applicable taxes; and
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services.

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

- 2.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.
- 2.3 The Province's obligation to pay money to the Contractor is subject to the Financial Administration Act, R.S.B.C. 1996, c. 138, as may be amended or replaced from time to time, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
- 2.4 Without limiting section 10.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

3 REPRESENTATIONS AND WARRANTIES

- 3.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
 - (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
 - (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

4 MATERIAL AND INTELLECTUAL PROPERTY

4.1 In this Agreement:

- (a) "Incorporated Material" means 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 the Contractor or a Subcontractor;
- (b) "Material" means the Produced Material and the Received Material;
- (c) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material; and
- (d) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person.
- 4.2 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.
- 4.3 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.
- 4.4 The Province exclusively owns all intellectual property rights, including copyright, in:
 - (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

- 4.5 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
 - (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
 - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

5 CONFIDENTIALITY

- 5.1 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
 - (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable
 - (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.
- 5.2 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.
- 5.3 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 RECORDS, REPORTS AND AUDIT

6.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

- 6.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.
- 6.3 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

7 INDEMNITY AND INSURANCE

- 7.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.
- 7.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.
- 7.3 Without limiting the generality of section 1.8, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement.

8 FORCE MAJEURE

- 8.1 In this section and sections 8.2 and 8.3:
 - (a) "Event of Force Majeure" means one the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.
- 8.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 8.3.
- 8.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

DEFAULT AND TERMINATION

- 9.1 In this section and sections 9.2 to 9.4:
 - (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect;
 - (b) "Insolvency Event" means any of the following:
 - an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor
 - (iv) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (v) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.
- 9.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
 - (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 9.2(a).
- 9.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.
- 9.4 In addition to the Province's right to terminate this Agreement under section 9.2(c) on the happening of an Event of Default, the parties may terminate this Agreement by mutual written agreement.
- 9.5 Unless Schedule B otherwise provides, if the parties terminate this Agreement under section 9.4:
 - (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement or which portion was prepaid to the Contractor and was not expended by the Contractor in performance of the services.
- 9.6 The payment by the Province of the amount described in section 9.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.
- 9.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

10 MISCELLANEOUS

10.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the parties may attempt to resolve the dispute through collaborative negotiation.

- 10.2 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
 - by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day after transmittal;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid courier to the addressee's address specified on the first page of this Agreement, in which case, it will be deemed to be received on the tenth day after it is sent.
- 10.3 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 10.1 any previous address or fax number specified for the party giving the notice.
- 10.4 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.
- 10.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.
- 10.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.
- 10.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.
- 10.8 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.
- 10.9 Sections 1.8, 2.1 to 2.4, 4.1 to 4.5, 5.1 to 5.3, 6.1 to 6.3, 7.1, 7.2, 8.1 to 8.3, 9.2, 9.3, 9.5, 9.6, 10.1 to 10.3, 10.9 and 10.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.
- 10.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not;
 - (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.
 - The Contractor must not act or purport to act contrary to this section.
- 10.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.
- 10.12 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.
- 10.13 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

- 10.14 If there is an inconsistency between a provision in a schedule and any other provision of this Agreement, the provision in the main body of the Agreement will prevail (unless the provision in the schedule specifically says it takes precedence).
- 10.15 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services in any jurisdiction. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.
- 10.16 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
- 10.17 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.
- 10.18 Any additional terms set out in the attached Schedule F apply to this Agreement.
- 10.19 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in the jurisdiction as specified in the Contractor's address on page 1 of this Agreement.
- 10.20 In this Agreement, "person" includes an individual, partnership, corporation or legal entity of any nature and unless the context otherwise requires, words expressed in the singular include the plural and vice versa.

11 EXECUTION AND DELIVERY OF AGREEMENT

11.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 10.2 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the Sthday of	SIGNED on the 1/2 day ofday of
August , 2014 by the Contrador (or, if not an individual,	Province O
on its behalf by its authorized	by its duly authorized representative:
signatory or signatories): Colling you In Low	Bowser
Signature(s)	Signature
Print Name(s)	Ramona Soares Print Name
Managing Director Print Title(s)	Assistant Deputy Minister, International Trade and Investment Attraction Division Print Title

Schedule A - Services

PART 1. TERM:

- Subject to section 2 of this Part 1, the term of this Agreement commences on <u>July 1, 2014</u> and ends on <u>March 31, 2017</u>.
- The Province reserving the option to renew the contract up to two times for up to three (3) years at each renewal, subject to funding availability and satisfactory Contractor performance. This could potentially extend the contract to March 31, 2020, and then March 31, 2023.

PART 2. SERVICES:

The Ministry of International Trade (the Ministry) provides integrated trade and investment programs and services to help British Columbia (BC) increase its exports, develop international partnerships, increase awareness of BC's competitive advantages, negotiate trade deals and attract investment and business to the province, such as company head offices. The Ministry also promotes multiculturalism and engages in initiatives to eliminate racism. International trade and investment are critical for a strong provincial economy that supports job creation and maximizes economic opportunities for citizens throughout British Columbia. The Ministry is also guided by government's economic strategy, Canada Starts Here: The BC Jobs Plan.

Additional information about the Ministry, including trade and investment priorities can be viewed at:

- British Columbia's international trade and investment website http://www.britishcolumbia.ca
- Ministry of International Trade website http://www.gov.bc.ca/mit/.

The Ministry recognizes the significant economic benefits associated with international trade and investment, including creating jobs, stimulating innovation and driving economic growth. The Contractor will play a lead role in expanding trade and investment for BC in a key market, subject to funding availability.

The Ministry of International Trade (MIT) is guided by the premise that BC must secure its place in priority markets that are – and will continue to be – driving global economic growth. These priority markets present a tremendous opportunity. The Ministry's trade and investment activities in all key markets are strategically aligned with its priority sectors:

\$13, \$17\$

The primary commitments are to increase the province's visibility in key markets and to raise awareness of BC as a safe and desirable place to invest.

Outputs

The Contractor must provide a platform for trade promotion and investment attraction activities in China, (Guangzhou), and outlines priority sectors for this market, strategic objectives in each sector, key clients, key partners and an action/implementation plan. The strategy both informs and is informed by Ministry's comprehensive and ongoing business planning process, which the Ministry has implemented. This strategy is a key part of BC's international trade and investment presence and strategically recruiting industry sector specialists to enable the Ministry to drive growth within sector niches and to help achieve trade and investment objectives.

The high-level objectives of the MIT business plan include:

- Promote BC internationally.
- · Attract investors.
- Connect BC business to international buyers.
- · Reduce barriers to trade.
- · Identify sector strengths and market opportunities.

The Ministry's key goals under the divisional business plan are to:

- · Increase awareness and understanding of BC's competitive advantages.
- · Attract foreign investment from key markets and sectors.
- · Increase exports in key markets.
- · Reduce or eliminate protectionist measures in other jurisdictions.

The Contractor will concentrate trade promotion and investment attraction activities in some or all of the following priority sectors:

Primary Priority Sectors

s13, s17

Secondary Priority Sectors

s13, s17

In addition the Contractor may be required to manage requests to support new and/or emerging sectors not identified above or new initiatives, for example for British Columbia Special Representative in Asia, as identified by the Province.

Inputs

The Contractor must provide a platform for trade promotion and investment attraction activities in Guangzhou, outline and support priority sectors, strategic objectives in each sector, engage key clients and partners as outlined in *Appendix 1 - Sector Plans*. Implementation of this strategy will rely on collaboration and cooperation with a variety of external partners and clients to advance BC's international trade and investment efforts in Guangzhou.

The high-level objectives of the Ministry business plan includes:

- Promote BC internationally.
- Attract investors.
- Connect BC business to international buyers.
- · Reduce barriers to trade.
- Identify sector strengths and market opportunities.

In delivering the above broad objectives, the Contractor will delivery key goals:

- Increase awareness and understanding of BC's competitive advantages.
- Attract foreign investment from key markets and sectors.
- Increase exports in key markets.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

<u>Objective:</u> To open and expand markets for BC goods and services, particularly in Asia, and to attract investment to grow BC's priority sectors through:

- > the promotion of BC internationally and by expanding markets in key sectors \$13, \$17
- the implementation of focused business development and marketing programs in key overseas markets with a focus on Asia, including showcasing BC's products, manufacturing and services through annual high-level missions, as well as trade shows and other major events.

the connection of BC business to international buyers to develop export markets for key Jobs Plan sectors and by enhancing export opportunities by strengthening relationships with industry and government partners and by leveraging the potential of the BC Business Network and other trade and investment contacts at home and overseas.

attract investment to the province by promoting BC's world-class competitive advantages, identifying key accounts and working closely with the Ministry of International Trade to offer enhanced hosting capabilities and facilitating successful outcomes from investment opportunities.

In order to achieve the above objectives the Contractor, in consultation with the Ministry, will lead initiatives to secure trade and investment outcomes for the Province valued at RMB s13, s17 over the initial term of the agreement. More specifically, the Contractor is accountable for the following outcomes:

LINES OF BUSINESS	PERFORMANCE OUTCOMES GUANGZHOU
Outcomes	
Trade Promotion Deals signed between British Columbia and China, (Guangzhou) companies to increase British Columbian goods and services exports to China, (Guangzhou). Subsequent year targets will be set on a yearly basis as decided by the Ministry.	s13, s1₹rade Promotion Deals
Investment Attraction Attract Chinese, (Guangzhou) investment to British Columbia in key sectors. Subsequent year targets will be set on a yearly basis as decided by the Ministry. Support the opening of China, (Guangzhou) Major Chinese North American Head Offices in British Columbia.	s13, s17
Innovation Partnerships s • Number of research and development or science and technology collaboration agreements secured between British Columbian and China, (Guangzhou) partners.	3, s Innovation Partnerships
International Education Number of education agreements that directly relate to the increase of China, (Guangzhou) student flows to British Columbia and/or expand the use of BC curriculum in offshore schools in China, (Guangzhou).	3, s International Education Agreements
	s13, s17n-bound Missions s13, s17Out-bound Missions

Inputs	
Input 1 Corporate calls (Meetings) means a proactive strategic (not impromptu) 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) 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. Corporate Calls ("Meetings"), which can be with new or existing clients, that help generate "Opportunities".	\$13, \$1 Meetings
Input 2 Campaigns (Seminars) Deliver seminars or presentations to targeted audiences on the merits of establishing a commercial relationship with British Columbia to invest, trade or innovate.	s13, s1 ⁵ eminars
Input 3 Campaigns (Exhibitions) Exhibit and represent British Columbia and its companies in events related to priority sectors including trade shows and events.	13, S1Exhibitions
Campaigns (Executive Visits) means: (i) an inbound pre-planned visit by a decision making company executive that has been identified as a trade or investment Lead, for the purposes of gathering further information, meeting potential partners, and deciding whether to trade, invest or do business; 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 relations with the Territory.	s13, s1€ampaigns
Input 5 Market intelligence reports generated Monitor and provide reports on key marketplace intelligence including trends, mergers, acquisitions, and industry issues and opportunities for BC companies.	3, s Markei Reports

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

The Contractor will ensure that Salesforce is used and updated within five (5) business days of client engagement, or within ten (10) business days if travelling internationally, to record progress towards benchmarks and outcome identified. Information will include but is not limited to Prospect information: Opportunities and Campaigns.

The Contractor may also be required to submit quarterly progress reports as well as an annual report indicating achievement of target outputs and inputs.

The Contractor will also be required to submit quarterly expenditure reports as well as annual expenditure reports reconciling expenditures.

ANNUAL PERFORMANCE INCENTIVE MECHANISM

- 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.
- 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.
- 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.
- The Contractor agrees to maintain detailed records within the Client Relationship Management (CRM) tool designated by the Ministry.
- 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.
- 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.
- 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.

To evaluate the Contractor's performance in the delivery of the Services:

The following annualized <u>Outcomes</u> from the Table in Schedule A, 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.: over 100% of the target) in at least 4 of the 5 Outcome categories with a minimum of MET in the fifth category
Met Results	The Contractor achieved ALL of their contract objectives (e.g.: at least 100% 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 100% of the target in 3 or more Outcome categories) and, as a result, did not meet minimum result expectations.

The following Inputs from the Table in Schedule A will be used to assess the Contractor's performance in the area of effort as follows:

Outstanding	Rating of "Exceeds" (e.g.: over100% of the target) in at least 5 Input criteria and the balance as Met (e.g. 4 Exceed plus 1 Met)
Solid Performance	Rating of "Met" (e.g.: at least 100% 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)

- 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.
- 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.
- The determination of the performance, outcomes and all other matters under Schedule A, is at the sole discretion of the Province, acting reasonably and responsibly.
- The Annual Performance Incentives Mechanism is not subject to the dispute resolution provisions in Article 10 of the contract.

PART 3. RELATED DOCUMENTATION:

- The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any
 project brief, tactical plan or other documentation attached as an Appendix to, or specified as being incorporated by
 reference in, this Schedule.
- 2. The following are Appendices to this Schedule A:

Appendix 1 - Sector Plans

PART 4. KEY PERSONNEL:

The Key Personnel of the Contractor are as follows:

Cathy Yao, Managing Director

2. The Ministry contacts for this contract are:

Khris Singh, Director South China

Schedule B - Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, 2.968.900 RMB is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES:

Rate per Unit/Deliverable

Fees: as per the following table:

Guangzhou Annual Contract Values	Totals in RMB
Executive Director Salary	
Staff/Subcontractor Salary	s17
Administration/Program Cost Total	739,750
FC15563242 ANNUAL Contract TOTAL	2,968,900 RMB

Note: The budget table includes funds available to the contractor for all expenses for any associated staff (subcontractors) 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.

Note: Quarterly advance at month 1, 4, 7 and 10 for Staff/Subcontractor Salary and Administration/Program.

Note: The value of S17 will be held out of the Staff/Subcontractor Salary value on an annual basis to cover severance.

Lease Payments:

The Ministry will be responsible for payments of the lease rental fees to The Executive Centre Guangzhou Limited (landlord).

3. EXPENSES: None.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable;
- the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification;
- (h) quote the Ministry Contract Number FC15563242; and

(i) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due:

- (a) Within 30 days of signing this agreement, the Province will pay to the Contractor the first quarter advance; and
- (b) Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees (plus all applicable taxes) and expenses, claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by us as required to obtain the discount.

Schedule C

Not applicable.

Schedule D - Insurance

- The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense,
 purchase and maintain throughout the Term insurance which the Contractor is required by law to carry, or which the
 Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the
 Contractor's sole discretion, including but not limited to the following:
 - (a) Commercial General Liability in an amount not less than RMB 11,000,000 (CAD \$2,000,000.00) inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement; and
 - travel medical insurance for any of the Contractor's employees traveling for the purposes of this Agreement outside the Contractor's jurisdiction, and

Schedule E - Privacy Protection Schedule

Definitions

- In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the Freedom of Information and Protection of Privacy Act (British Columbia);
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, 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 but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

- The purpose of this Schedule is to:
 - enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

- 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.
- 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.
- 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

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.

Requests for 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 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

- Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal
 information, the Contractor must correct or annotate the information in accordance with the direction.
- 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 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, including any expressly set out in the Agreement.

Storage and access to personal information

 Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

 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

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

Disclosure of personal information

- 16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada 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.
- Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

- 18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - (a) receives a foreign demand for disclosure;
 - receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. 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 the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

Compliance with the Act and directions

- The Contractor must in relation to personal information comply with:
 - the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
- 22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. 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

24. 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

- 25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
- 26. 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.
- 27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
- 28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
- The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
- Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada
 unless such contravention is required to comply with the Act.

Schedule F - Additional Terms

Not applicable.

SECTOR / TRADE & INVESTMENT	ACTIVITY	WHEN (Month / Year)	EXPECTED RESULTS
s13, s17	Trade Shows 2014 CIHAF in Shenzhen	December 2014 s1	Crestt3, strw contacts; 3, strade leads; identifys13, s17 potential investors.
		s13, s17	
	Corporate Calls		
		s13, s17	
5 77	<u>Delegations</u> Global Wood Buyer Mission	September 2014	Identism 3, spotential wood buyers and facilitate \$13, \$17 matches making; 1 inbound mission.

SECTOR / TRADE & INVESTMENT	ACTIVITY	WHEN (Month / Year)	EXPECTED RESULTS
s13, s17	Trade Shows China Mining 2014 (Tianjin, China)	November 2014	Identified 3, strew potential investors 3, stratch-making between BC clients and South China investors,
		s13, s17	

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APPENDIX 1 - SECTOR PLANS FC15563242 Guangzhou Jiayue Business Consulting Ltd.

Corporate Calls		
	s13, s17	
	,	:
	<u> </u>	
<u>Delegations</u> Jiangxi Mining Mission to BC	July 2014	s13, s1match-making with BC clients; I inbound mission.

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SECTOR / TRADE & INVESTMENT	ACTIVITY	WHEN (Month / Year	EXPECTED RESULTS
s13, s17	Trade Shows		
		s13, s17	
	Education Cooperation Roundtable in Yunnan	July 2014	I seminar.
	The ICEF Beijing Workshop	October 15 17, 2014	s-13, srtintch-makings 3, srtenv contacts.
	CEE 2014		s13, southound missions. s13, serminars.
	EIC Education Fair	4	s13, sthatch-makings. s13, strew contacts.
	GZSCSE Education Fair	November 2014	
	s13, s17	: !	
	Corporate Calls		
		s13, s17	
	Delegations Guangzhou Daily delegation to	July 2014	To learn about BC
	Vancouver	and the second s	community college education, interview

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	BCCIE Education Mission	November 2014	government officials and produce a report.	
			To meet with potential partners	

SECTOR / TRADE & INVESTMENT	ACTIVITY	WHEN (Month / Year)	EXPECTED RESULTS
	Trade Shows		
s13, s17	Video Conferences with Shenzhen		13, satāv investment leads; 13, satāde leads;3, satāv contacts.
	Shenzhen Cultural Fair	2014 s	13, setwecutive visits; 13, setwecth-makings; 13, sitmovation partnership.
	SIGGRAPH 2014 Vancouver		1 inbound mission; 13, smatch-makings; 13, smatch-makings;
	China Hi-Tech Fair	2014 s	1 outbound mission; 13, sthatch-makings; 13, sthew contracts; 13, sthatovation partnership.
	SIGGRAPH Asia 2014 Shenzhen	December 3 rd -s 6 th , 2014 s	13, snæw contacts; 13, snætch-makings; 1 seminar.
<u>e</u>	Corporate Calls		
		s13, s17	
	<u>Delegations</u>		
	Chinese delegation to SIGGRAPH Vancouver	August 10 th 14 th , 2014	1 inbound mission of 3, s10hinese companies.

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8	BC delegation to SIGGRAPH Asia in Shenzhen	December 3 rd —s13, smatch-makings; 6 th , 2014 s13, smatch-makings; 1 seminar; 1 outbound mission.
	BC Marine delegation to Shenzhen	September 11 th I roundtable; -12 th , 2014 s13, smatch makings; s13, strade lead; I outbound mission.

SECTOR / TRADE & INVESTMENT	ACTIVITY	WHEN (Month / Year)	EXPECTED RESULTS
s13, s17	Trade Shows BC Tree Fruits Roundtable	December s1	3, sqqv trade leads.
	Guangzhou International Food & Ingredient Fair	June 2014 s	3, Snew contagues, strade leads, snewite sales, 13, s1 match-makings; 1 outbound mission.
	BC Seafood Promotion	November 2014 s1	l outbound mission; l seminara, anatch-makings; a, sorrsite sales;a, snow contacts.
	Corporate Calls		
		s13, s17	

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	s13, s17	
Delegations South China Seafood Buyers' Mission to BC	August 2014	s 13, strade deals and possible 3, s
Canada Food West	June 2014	s13, strade deals.

SECTOR / TRADE & INVESTMENT	ACTIVITY	WHEN (Month / Year)	EXPECTED RESULTS
s13, s17	Trade Shows Guangzhou Low-Carbon Show	September 2014	Identify 3, s Chinese key contacts.
	Corporate Calls	s13, s17	
	Delegations Jiangxi Copper Visit to BC	September 2014	Trade and investment cooperation with \$13, \$17

SECTOR / TRADE & INVESTMENT	ACTIVITY	WHEN (Month / Year)	EXPECTED RESULTS
s13, s17	Trade Shows Zhuhai Air Show 2014	November 11- 16, 2014	I seminar/reception; I outbound missish3, shatch-makings3, shaw contacts; 3, strade leads.
	Corporate Calls		
		s13, s17	
			I

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<u>Delegations</u>		
BC Aerospace delegation	November 2014	1 outbound mission of 4 companies to attend Zhuhai Airshow 2014.

SECTOR / TRADE & INVESTMENT	ACTIVITY	WHEN (Month / Year)	EXPECTED RESULTS
-40 -47	Trade Shows		
s13, s17	Guangdong International Tourism & Cultural Fair	October 2014 s1	B, snow contracts
	Canada Day Reception		13, snow contacts; 1 seminar; 3, snowch-makings
	Tourism Cooperation Roundtable in Guangzhou	November st 2014	3, snow contacts, strade leads
	Corporate Calls	56 65	
		s13, s17	
	Delegations: Cruise Travel TV Channel to BC	May 2014	To shoot tourism TV program
	Could Have I Conduct to Do	October 2014	and visit potential investment projects

SECTOR / TRADE & INVESTMENT	ACTIVITY	WHEN (Month / Year)	EXPECTED RESULTS
s13, s17	Trade Shows The 9th China LNG Conference (Zhuhai, China)	April 9-11, 2014	Identify 3, spotential LNG buyers and investors; promote BC LNG opportunities.
	Corporate Calls		
		s13, s17	

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	s13, s17
Delegations South China Mission to LNG Conference (Vancouver, BC)	May 21-23, s13, s15 South China delegates to BC LNG Conference; s13, s17dc and investment leads generated.

Contractor Initials

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