

# TECHNICAL SERVICES AGREEMENT

*This agreement is between a company incorporated in Peoples Republic of China and a foreign corporation.*

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY AND BETWEEN:

[NAME OF CHINA COMPANY]  
with a registered address at [address]  
("Party A")

- and -

[NAME OF FOREIGN CORPORATION]  
with a registered address at [address]  
("Party B")

(Individually a "Party" and collectively the "Parties").

WHEREAS:

- A. Party A is engaged in the business of \_\_\_\_\_ [describe].
- B. Party B has obtained expertise in developing websites and in providing technical and consulting services to companies engaged in businesses similar to those of Party A.
- C. Party B desires to provide services, support and assistance to Party A in respect of Party A's business operations and Party A desires to retain Party B to provide the foregoing services and support.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

## 1. Definitions

Unless otherwise stipulated, the following terms mentioned in this Agreement shall have the meanings set forth below:

"Force Majeure" means circumstances or events that are unforeseen or, if foreseen, are reasonably unavoidable, which arise due to the special nature of communications technology and media, adversely affecting the normal operation of computer networks. Force majeure includes but is not limited to, attacks by hackers, technical adjustments made by telecommunications departments, temporary network shutdowns due to government control (with written verification issued by the appropriate governmental authority), natural disasters, labour strikes or shortages, acts of terrorism, riots, war, and other circumstances the occurrence and effect of which is unavoidable and insurmountable.

"PRC" means the People's Republic of China.

"RMB" means renminbi, the legal tender of the mainland of the People's Republic of China.

"USD" means United States dollar, the official currency of the United States of America.

## 2. Scope of Services

2.1 The technical services ("Services") provided to Party A by Party B hereunder shall include but not be limited to \_\_\_\_\_ [describe, for example:]

- (a) the design, functionality and implementation of one or more websites ("Websites") in accordance with Party A's specifications;
- (b) the ongoing maintenance and technical support of the Websites;
- (c) submission of the Websites to major search engines, including Google, Yahoo, MSN Search, Ask.com, \_\_\_\_\_ [list others];
- (d) develop, install and maintain the software listed on Schedule A to this Agreement (which forms a part hereof), and provide Party A with related documentation and technical consulting;
- (e) [list additional services to be provided]

2.2 In addition to the Services listed in paragraph 2.1, Party A may request Party B's assistance in collecting information about site visitors, installing and configuring web analytics programs, reading and interpreting web server logs, and carrying out online customer surveys. The fees for such assistance shall be determined by agreement between the Parties.

2.3 Party B shall be allowed to insert an image link on the Websites, containing Party B's logo and text reading "Powered by <name of Party B." The image link shall not exceed \_\_\_\_ by \_\_\_\_ in size.