

# CONSULTING 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 advising companies engaged in businesses similar to those of Party A.
- C. Party A desires to retain Party B to provide services, support and assistance to Party A in respect of Party A's business operations and Party B desires to provide the aforesaid 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. Services to be Provided

Party B shall advise and provide Party A with consulting services, [delete this part if not appropriate: on an exclusive basis], with respect to \_\_\_\_\_ [describe the areas of business for which the consultant will be providing consulting services], and such other technical and business consultation as Party A may reasonably request in connection with the operation of its core business (collectively, the "Services"). [delete this sentence if not appropriate: Party A agrees that during the term of this Agreement, unless Party B consents in writing, Party A shall not solicit technical consultation or services from any third party with respect to the aforementioned business.]

## 2. Term of Agreement

2.1 Unless terminated earlier in accordance with the provisions hereof, the term of this Agreement shall be \_\_\_\_\_ months, commencing on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and expiring on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

2.2 The term of this Agreement shall not be extended unless confirmed in writing by Party A at least \_\_\_\_ days prior to the expiration of the initial term. The length of any such extended term shall be determined by consensus of the Parties.