

TRADEMARK LICENSE AGREEMENT

between

[NAME OF PARTY A]

and

[NAME OF PARTY B]

This Trademark License Agreement is entered into on _____ [insert date], in _____, China by and between the following two parties:

Party A: [NAME OF PARTY A], a _____ [describe form of company] duly organized and existing under the laws of the People's Republic of China, with its address at _____.

Party B: [NAME OF PARTY B], a _____ [describe form of company] duly organized and existing under the laws of the People's Republic of China, with its address at _____.

In accordance with the Contract Law of People's Republic of China and the Trademark Law of People's Republic of China, through negotiation, Party A and Party B have reached the following agreement with regard to the licensing of trademarks from Party A to Party B:

Article 1. Trademarks

1.1. The trademarks under this Agreement refer to the service trademarks of Party A that are registered or are in the process of registration in the PRC during the effective term of this Agreement. Such trademarks, including service trademarks or their combination (hereinafter referred to as "Licensed Trademarks"), are listed in the Annex to this Agreement.

Article 2. Licenses

2.1. Party A hereby grants to Party B and its subsidiaries the right to use the Licensed Trademarks in territories where such trademarks are respectively registered according to the terms of this Agreement.

2.2. Unless otherwise provided by the listing rules or other rules of the _____ Stock Exchange (the "Stock Exchange") or requested by the Stock Exchange, Party B shall use the Licensed Trademarks and in accordance with the provisions of this Agreement, whereas Party A and its subsidiaries may continue to use the Licensed Trademarks pursuant to Article 5.1(a).

2.3. Party A shall not license the use of the Licensed Trademarks to any third party, nor shall Party A assign the Licensed Trademarks to any third party, provided, however, that Party A may grant its subsidiaries the right to use the Licensed Trademarks.

Article 3. Terms

Party B and/or its subsidiaries may use the Licensed Trademarks until the valid registration of the Licensed Trademarks expires so that such trademarks are no longer protected by law, or until the termination date mutually agreed by the parties, whichever is earlier.

Article 4. Fees

4.1. Party B shall pay Party A an annual license fee in the amount of RMB _____ for the use the Licensed Trademarks hereunder, such license fee to be paid on the anniversary date of this Agreement in

each year during the term. The initial fee of RMB _____ shall be paid upon execution of this Agreement.

4.2. Party A will pay all fees to maintain the validity of the Licensed Trademarks in accordance with relevant laws and regulations. Party B has no obligation to pay such maintenance fees to Party A.

4.3. If Party A fails to pay fees to maintain the Licensed Trademarks in accordance with this Agreement, Party B may unilaterally employ a trademark agent to prepare documents for the extension of the Licensed Trademarks and pay any fees for such extension. Party A shall provide all assistance (including but not limited to executing required documents) in connection with such extension, and shall compensate Party B for reasonable expenses incurred in connection with such extension.

Article 5. Rights and Obligations

5.1. Party A shall have the following rights hereunder:

- (a) Party A has the right to use the Licensed Trademarks in the territories where they are respectively registered;
- (b) Party A has the right to request Party B and/or its subsidiaries to use the Licensed Trademarks in accordance with the provisions of this Agreement.

5.2. Party A makes the following representations and warranties, and agrees to fulfill the following obligations under this Agreement:

- (a) Party A represents and warrants as to the legality and validity of the Licensed Trademarks under this Agreement, and agrees not to intentionally commit any acts to the detriment of such legality and validity. If Party B and/or any of its subsidiaries incurs any third-party claims, litigation or losses in connection with this Agreement, Party A warrants that it will indemnify against the losses of Party B and/or its subsidiaries within thirty (30) days after Party B makes a request for same in writing;
- (b) Party A guarantees to pay applicable fees in a timely manner to the relevant authorities so as to maintain the validity of the Licensed Trademarks. It shall maintain the respective registrations of the Licensed Trademarks, and renew the Licensed Trademarks' respective registrations as required, and shall not apply to cancel such registrations. Party A may increase the registration classes for the Licensed Trademarks upon the request of Party B or register the Licensed Trademarks in countries and regions designated by Party B. The above registration fees and maintenance charges shall be borne by Party A;
- (c) Upon the execution of this Agreement, Party A shall file this Agreement with the relevant administration for industry and commerce and with the trademarks administrative authority;
- (d) Party A shall apply to the relevant authorities for the protection of the Licensed Trademarks if so requested by Party B, or if circumstances so require; and
- (e) If any third party infringes upon or claims that its own rights or interests have been infringed upon by the Licensed Trademarks, Party A shall timely notify Party B in writing (the "Notice"), and submit a grievance to the relevant authorities or file lawsuit or take other legal action and pay all related expenses. If Party A does not send such Notice to Party B in accordance with this Agreement, Party B may take all necessary actions on its own to stop such infringement or defend against relevant claims. Party B shall have the right to request Party A to compensate it for any losses incurred in connection with such actions.

5.3. Party B and/or its subsidiaries shall have the following rights under this Agreement: