

COOPERATION AGREEMENT

by and between

[NAME OF PARTY A]

and

[NAME OF PARTY B]

DATE: _____

COOPERATION AGREEMENT

This Cooperation 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 _____.

WHEREAS:

1. Party A is a company specializing in the provision of _____ services, which has obtained a _____ service license and is qualified to provide _____ service, including online _____ services; Party A currently owns and operates a website specializing in the provision of _____ service (the "Website");
2. Party B is a company with the software technology, multi-media technology and Internet system technology, specializing in the design and production of Internet advertisements with an advertising license for publishing Internet advertisements on the Website; and
3. Party B has certain customer resources, and such customers need the technical and consulting services provided by Party B and the _____ service provided by Party A. Due to the fact that Party B no longer provides any _____ services, Party B intends to engage Party A and Party A intends to be engaged by Party B to provide relevant _____ service and to provide services in connection with publishing information on the Website to Party B's customers.

NOW THEREFORE, Party A and Party B hereby agree on the following terms and conditions and agree to perform this Agreement according to such terms and conditions:

ARTICLE 1 - GENERAL PROVISION OF SERVICES

Party A shall provide to the customers of Party B _____ service and services of publishing information through the Website relying on its qualification to provide _____ services and the Website. Through its Internet technology, Party B shall provide technical and consulting services with respect to the development, construction, and maintenance of the Website, and shall provide the technical and consulting services related to the _____ services at the special request of the customers.

ARTICLE 2 - SERVICES AND OBLIGATIONS OF PARTY A

Party A, together with Party B, shall enter into a Three Party Service Agreement with certain customers of Party B (each referred to as a "Customer"), and Party A shall conduct the following:

1. liaison with the Customer, collecting background information and criteria from the Customer with respect to provision of the _____ services;
2. [list the other actions Party A will conduct to provide the services to the Customer]

In the event that Party A breaches this Agreement and causes the breach of the Three Party Service Agreement by and among Party A, Party B and the Customer or other similar agreement, then Party A shall be responsible for the settlement of disputes with the Customer, compensate the Customer for any losses and hold Party B harmless from such breach.

ARTICLE 3 - SERVICE FEES

For the purpose of this Agreement, Party B shall pay service fees to Party A. The service fees shall be settled quarterly, and shall be paid within ____ days following the end of each quarter. Service fees shall be the amount of the direct operation costs incurred in the previous quarter plus ____% of such operation costs, provided that the service fees shall not exceed RMB_____ per quarter. For the initial fee settlement hereunder, if the period of time elapsed is less than a full calendar quarter, the service fees shall be calculated based on the actual days involved and in accordance with the same formula as set out in this provision.

ARTICLE 4 - COPYRIGHT OWNERSHIP

The ownership of the intellectual property rights of Party A and Party B arising from or in connection with the cooperation of the Parties shall be determined as follows:

- (a) Party B owns the copyright for the database software and other relevant software designed by Party B.
- (b) The intellectual property rights of and any other rights derived from the results of development and research through the research and development under this Agreement and other agreements entered into by both Parties shall be owned by Party B, including without limitation the right to apply for patent, copyright for the software, technical documents and technical information as the carrier or other intellectual property rights, and the right to license the aforesaid intellectual property rights to other parties or to transfer the aforesaid intellectual property rights.

THIS IS A 5-PAGE DOCUMENT.