

## Service contract

Contract No.: yst0121

**Party A** : Technická inšpekcia, a.s.

Registered seat : Trnavská cesta 56

821 01 Bratislava, Slovakia

Contact: Tel. : +421 2 49 208 100

Fax : +421 2 49 208 160

E-mail : tivr@tivr.sk

Represented by : Ing. Dušan Konický, Chairman of the Board of Directors

Company registration number : 36 653 004

Tax identification number : 2022210608

**Party B** : Shanghai Essence Culture Diffusion CO., Ltd.

上海颐绅文化传播有限公司

Registered seat : 15c Huifeng Building

20<sup>#</sup>,380 Tianyaoqiao Road.

Xuhui District

Shanghai, P.R. China.

Contact: Tel. : 0086-21-33685781

Fax : 0068-21-33685781

E-mail : yuqi@essencehall.com

Represented by : Li Yu

Signature :

Company registration number : 310115001945574

Tax identification number : 31011559311570X

Bank details :

Account with institution : Account number :

BIC (SWIFT) :

Party A and Party B, in terms of the provision of the naming of zhe company consulting service by Party B to Party A and related matters, in accordance with the Contract Law of the People's Republic of China and related laws and regulations, through friendly consultations, hereby enter into the following agreements · intended to be legally bound:

### **1. Services:**

Party A entrusts Party B to provide consulting services on company names,slogan and the written report in both Chinese and English language and related matters.

2. Party B, being commissioned by Party A, appoints Li Yu and other persons to provide consulting services for Party A, and Party A accepts such an appointment.

### **3. Service charges**

Both parties, through fully and friendly consultations, agree that the Party A shall pay Party B the consulting services fee in the following way:

3. 1. Party B agrees that Party A shall pay Party B the consulting service fee in the form of transfer.

3. 2. Party A agrees that, at the time of the signing of this contract, Party A shall pay Party B 50% of the contract amount as a down payment, that is RMB 3400 Yuan; Party B shall issue a receipt to Party A in the same time, and begin to provide the related services.

3. 3. Party A agrees that, in seven working days after Party B provides the written report, Party A shall pay Party B the remaining 50% of the consulting service fee, that is RMB 3400 Yuan, and Party B shall issue an invoice of the full amount in both Chinese and English language to Party A at the same time. If Party A fails to pay the amount, it shall bear the liability for breach of the contract, and pay liquidated damage, which shall be 1 ‰ everyday. Party B may refuse to provide further services; If the delay of payment exceeds 7 days, Party B may terminate the contract, Party A shall be liable for all the consequences arising therefrom.

#### **4 Obligations of Party B**

4. 1. Party B guarantees that it shall make its best effort to fulfill the consulting services and obligations efficiently and economically, in compliance with the applicable laws of the People's Republic of China and with respect to local customs.

4. 2. In 7 working days after Party A pays the initial payment, Party B shall provide Party A six solutions for the naming of the company on the contents of the contract-involved services in the form of written report.

4. 3. After Party B hands out the service report to Party A, if Party A needs, Party B shall provide oral interpretation and analysis on the service report.

4. 4. In the principle of taking client's satisfaction as the primary goal, if Party A is not satisfied with the first written service report provided by Party B, Party B shall provide the corresponding service to Party A once more, and provide a new written report to Party A, in 3 working days from the date when Party A clearly expresses its non-acceptance of the report.

Party A shall recognize that, Party B has fully fulfilled its obligations under the contract by the time Party B provides the second written report. If the Party A still needs further service by Party B, the two sides should sign a separate agreement through further consultation.

4. 5. If, in 15 working days after Party B provides the service report to Party A, the counseling plan is restricted by the industrial and commercial administrative authority, Party B agrees to provide once more the services covered by the contract to Party A.

4. 6. Party B guarantees that the services shall not infringe any third party's intellectual property rights, if a conflict related to intellectual property issues arises, Party B agrees to work out a new counseling plan for Party A.

4. 7. Party B and its employees are obliged to keep confidentiality of the Party's information.

## **5 Obligations of Party A**

5. 1. Part A shall be obliged to take the initiative to provide the relevant information to Party B, and ensure that Party B shall have unimpeded access to any information necessary for the consulting services specified in the contract. If, after Party B begins to offer services for Party A, Party B finds that what Party A describes or the material provided by Party A are false, and thus hinders the fulfillment of contractual obligations by Party B, Party B shall have the right to terminate the service and Party A's payment will not be refunded; in terms of the losses occurred to Party B, Party A shall bear corresponding responsibility.

5. 2. If any change, in the conditions or facts related to the service required by Party A, occurs, Party A shall inform Party B promptly; if the change affects the performance of the contract, the parties shall meet to sign a supplementary agreement.

5. 3. If Party A is to change the contact information, it shall promptly notify Party B.

5. 4. For the services provided by Party B under this contract, Party A agrees to pay the cost of consulting services in accordance with the contract.

5. 5. In any case, the requirements of Party A to Party B shall not be in violation of national laws, regulations or ethical codes of conduct.

5. Party A should fully guarantee that Party B, in or after the performance of the contract, shall not take responsibility for the loss, damage or casualties caused to either of the parties or a third party, by the error, negligence or breach of Party A and its employees or agents.

6. Party A understands that, as consulting services can not be quantified, if Party A terminates this contract before expiration, Party B shall be deemed to have fulfilled its obligations under the contract, and Party A shall still pay the corresponding service fee in accordance with the contract.

**7. Confidentiality obligations:**

Without permission, any party shall not disclose the business secrets of the other party and its affiliates to a third party.

(If the employees of any party intentionally or negligently disclose the other party's business secrets, the party in fault and its employees should be jointly held liable for compensation.

Specific confidentiality provisions are subject to the Letter of confidentiality Commitment, which is signed as an annex to the contract by the two parties at the same time when this contract is signed.

8. In the case that the circumstances change, for instance, one party asks to supplement or change the terms of the contract, both parties shall reach consensus through consultation and sign a written supplementary contract. The supplementary contract shall have the same legal effect as this contract.

9. By the time when the parties sign this contract, Party A knows fully well the way of Party B's charging the cost of consulting services, and have no objection to this charging way.

**10. Other service matters:**

Party B and its employees shall have no obligations to represent the client in the matters outside of the scope of the service contract. If the client does require Party B and its employees to provide services in other matters, it should sign a separate service contract with Party B.

**11. For reference only:**

The analysis, judgment and opinions provided by Party B and its employees to Party A are for Party A's reference only, Party A shall not use this information for the damage to the interests of others or for other illegal purposes.

**12.** This contract is in two copies, which have the same legal effect, each party holds one copy. They come into effects after being signed and sealed by both parties.

**Special Notes:**

All the persons involved in the terms of the contract have already fully consulted, read and understood. The handwritten text and the printed text of the contract have the same effect. Party B has brought Party A to pay special attention to comprehensive and accurate understanding about the rights and obligations of all the terms and the way of payment. On the request of Party A, Party B has given appropriate explanation of the above provisions. Contracting parties have completely the same understanding of the terms of the contract, and are willing to accept the above terms. Thus, in order to express the true meaning of the consent of the parties, the two parties hereby sign as follows.

In Bratislava on .....

In Shanghai on.....

**For Party A:**

**For Party B:**

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Technická inšpekcia, a.s.  
Ing. Dušan Konický  
Chairman of the Board of Directors

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Shanghai Essence Culture  
Diffusion CO., Ltd.

