

Shareholder Capital Contribution Agreement

Party A:

Party B:

Party C:

After full consultation among the above-mentioned shareholders, the following agreement is reached concerning the joint investment to establish XX Limited Liability Company (provisional name, subject to industrial and commercial approval):

I. Name, Business Scope, Registered Capital, Registered Address and Legal Representative of the Proposed Company

1. Company Name:
2. Business Scope:
3. Registered Capital:
4. Registered Address:
5. Legal Representative:

II. Form of Capital Contribution and Equity Ratio

Party A shall contribute RMB _____ ten thousand, by way of _____, holding _____% of the company's registered capital, with the contribution due on _____ (year) _____ (month) _____ (day);

Party B shall contribute RMB _____ ten thousand, by way of _____, holding _____% of the company's registered capital, with the contribution due on _____ (year) _____ (month) _____ (day);

Party C shall contribute RMB _____ ten thousand, by way of _____, holding _____% of the company's registered capital, with the contribution due on _____ (year) _____ (month) _____ (day).

The aforesaid contributions shall be used for the company's operational expenses, including office premise leasing and renovation, procurement of office equipment, administrative expenses, staff salaries and others. Each shareholder shall pay in full and on time its subscribed capital contribution.

III. Corporate Organizational Structure

1. The Company shall set up and operate a shareholders' meeting and a board of directors.

2. The Board of Directors shall consist of _____ directors, each serving a three-year term. The directors shall be _____ and _____. The Chairman of the Board, who shall act as the Legal Representative, shall be _____.
3. The Company shall appoint one supervisor, namely _____, for a three-year term of office.
4. The first General Manager shall be _____, appointed by the Board of Directors.
5. After the establishment of the Company, the organizational bodies shall exercise their rights and perform their obligations in accordance with the provisions of the articles of association of the Company.

IV. Rights and Obligations of Shareholders

1. To inspect and copy the articles of association of the company, minutes of shareholders' meetings, resolutions of the board of directors, resolutions of the board of supervisors and financial and accounting reports.
2. To share the profits of the company.
3. Voting rights on company matters: (Note: Shareholders shall exercise voting rights in proportion to their capital contributions,

unless otherwise agreed by shareholders and recorded in the company's articles of association.)

4. Each shareholder warrants that the assets contributed under this Agreement have clear title, free from any mortgage, guarantee or third-party rights and interests, and there exists no legal obstacle for title transfer formalities.
5. Where a shareholder fails to pay its subscribed contribution in accordance with this Agreement, it shall make full payment to the company and be liable for breach of contract towards other shareholders who have paid their contributions in full and on time.
6. If any shareholder intends to transfer all or part of its equity interest to a third party, such transfer shall be subject to consent by more than half of the other shareholders. Other shareholders shall have the right of first refusal under equal conditions. If any shareholder fails to reply within thirty (30) days upon receipt of the written notice of equity transfer, consent to the transfer shall be deemed given. If more than half of the other shareholders object to the transfer, the objecting shareholders shall purchase the equity to be transferred; failure to purchase shall be deemed consent to the transfer. Any transfer in violation of the aforesaid provisions shall be null and void.

7. Shareholders shall be liable for the company's debts up to the amount of capital they have subscribed. Shareholders shall share profits and bear risks and losses in proportion to their actually paid-in capital contributions.

V. Profit Distribution

Of the operating income, after deducting cash contribution costs and operating costs, the remaining profits shall be distributed in the proportion of _____% for Party A, _____% for Party B and _____% for Party C. The retained surplus profits shall constitute the risk reserve fund and capital reserve fund of the company.

VI. Increase of Operating Capital

If the Company needs additional operating funds, each shareholder shall make additional capital contributions in accordance with its profit-sharing ratio. Should any shareholder be unable or unwilling to make such additional contribution, such shareholder shall be deemed to have automatically waived part of its equity, and the equity ratio of the three parties shall be adjusted accordingly based on actual contributions. The necessity for additional operating capital shall be subject to the consent of the Chairman plus at least one other shareholder.

VII. Equity Withdrawal

No shareholder may withdraw its equity within three years upon the establishment of the Company. A shareholder's cash contribution shall serve as the sole settlement basis upon its withdrawal. Subject to consent from other shareholders, upon a shareholder's withdrawal, the Company shall first settle 85% of the company's profits (15% shall be retained as asset depreciation and risk reserve fund and non-distributable) according to the profit-sharing ratio, and then refund the withdrawing shareholder's cash contribution. Other shareholders shall enjoy the right of first refusal for the withdrawn equity. If the Company generates no profit, assets shall be refunded to the withdrawing shareholder in proportion to actual capital contributions against the Company's existing property.

VIII. Liability for Breach of Contract

1. Any of the following conduct shall constitute a breach of contract:
 - (1) Failure to make capital contributions as agreed under this Agreement;
 - (2) A shareholder's withdrawal of capital contribution in the course of operation;
 - (3) Failure to perform or complete performance of this Agreement caused by a shareholder's fault;
 - (4) Material non-disclosure, misrepresentation of facts, breach of representations and warranties or any other violation of this

Agreement by any shareholder shall be deemed a breach of contract.

2. Where one party's breach causes losses to the Company or other shareholders, the breaching party shall compensate for such losses and pay a one-off liquidated damages of no less than 30% of the amount of losses incurred.

IX. Confidentiality

All parties hereto undertake to keep confidential documents and information obtained in the course of negotiation, conclusion and performance of this Agreement pertaining to other parties and not publicly available (including trade secrets, corporate plans, business operations, financial data, technical information, operational information and other commercial secrets). Without prior written consent of the originating party, no party may disclose all or part of such commercial secrets to any third party, unless otherwise required by applicable laws and regulations or agreed among the parties.

X. Dispute Resolution

The parties confirm that any dispute arising out of or in connection with this Agreement shall first be settled through

negotiation. Should negotiation fail, disputes shall be submitted to the National Commercial Arbitration Court of Xi'an Arbitration Commission for arbitration in accordance with the effective Arbitration Rules of Xi'an Arbitration Commission. The parties jointly appoint Ding Yunbo as the presiding arbitrator. The place of arbitration shall be Xi'an, P.R.China, and the arbitration language shall be Chinese. The arbitral tribunal may, at its discretion, hold hearings either on-site or online. The arbitral award shall be final and binding upon all parties.

XI. Miscellaneous

This Agreement is made in three counterparts, one for each shareholder, and shall take effect upon signature by all shareholders.

Signature of Party A:

ID Number:

Mailing Address:

Telephone:

Signature of Party B:

ID Number:

Mailing Address:

Telephone:

Signature of Party C:

ID Number:

Mailing Address:

Telephone:

Date: _____ Year _____ Month _____ Day

云德律师事务所