

THIS **JOINT VENTURE AGREEMENT** is entered into on

BETWEEN

- (1) whose principal place of business is at (the "**JV Leader**")
- (2) whose principal place of business is at ("**Participant 1**")
- (3) whose principal place of business is at ("**Participant 2**")

WHEREAS

(A) The JV Leader intends to .

(B) and (along with the JV Leader, each a "**Participant**", together the "**Participants**") have agreed to form a joint venture (a) to strengthen economic and technological co-operation to (a) produce and sell , related products and such other products as are decided by the Participants from time to time, and (b) studying and developing other new products (the products referred to in clauses (a) and (b) above are hereinafter collectively referred to as the "**Products**").

It is agreed as follows:

1. Interpretation

Definitions

1.1 In this Agreement, and in the Recitals and Schedules hereto, the following terms shall (unless the context requires otherwise) have the following respective meanings:

Agreement means the document entitled Conditions and Terms together with Schedule 1 to Schedule 4 attached to them and such other documents as may be specified in Schedule 1 to form part of this Agreement;

Customers means any customers of the Products;

Territory means the territory named in Schedule 1 where the Products are sold;

day means the period between any one midnight and the next;

Defaulting Participant means a Participant declared in default of its obligations in accordance with clause 12;

document means written, drawn, typed, printed, magnetised or photographic material which is capable of being copied;

Joint Venture means the joint venture formed between the Participants in accordance with this Agreement;

JV Leader means the Participant which will: (a) take the lead in managing the Joint Venture's affairs; (b) provide the Joint Venture's Representative for liaison with Customers; (c) provide the Production Manager for directing the production of the Products, unless the Participants agree otherwise;

Local Representative means the person nominated by a Participant pursuant to clause 7.10;

Participants means the individuals or entities which have agreed to participate in the Joint Venture in connection with the Project (including the JV Leader);

Participant's Representative means the person nominated by a Participant pursuant to clause 3.5;

month means a period of one month according to the Gregorian calendar commencing with any day in the month;

Policy Committee means the committee of the Participants constituted by the Participants' Representatives;

Production Agreement means the agreement between the Customers and the Joint Venture to provide the Products for the Project;

Project means the project named in Schedule 1 to supply the products through the joint Venture in ;

Works means the permanent works to be constructed, including the goods and equipment for the production of the Products, for the achievement of the Project.

1.2 In this Agreement, unless the context otherwise requires:

(a) words importing the singular also include the plural and references to once gender includes all genders.

(b) the headings in this Agreement are inserted for convenience only and do not affect the construction of the Agreement, and shall not be taken into consideration in its interpretation.

(c) all references to clauses are references to clauses of this Agreement and not to those in any other document attached or incorporated by them.

1.3 The Schedules comprise schedules to this Agreement and form part of this Agreement.

2. Joint Venture

2.1 The Participants hereby establish a joint venture being an unincorporated association under the name of or such other name as the Participants shall unanimously agree from time to time (the **Joint Venture**) in for the purpose of:

(a) utilising materials and components procured by the Joint Venture to manufacture and related products, and such other products as may be approved by the Participants;

(b) assisting local manufacturers to develop advanced production methods for the sourcing and procurement of ;

(c) providing technical services in connection with the supply and use of the Products;

(d) conducting sales in , directly by the Joint Venture or through a Participant / distributor.

Changes in the business scope of the Company shall be considered by the Participants from time to time in the light of international and domestic market conditions.

2.2 The Participants hereby appoint the JV Leader and, pursuant to clause 3.6, the representative of the Joint Venture, and confirm the addresses of the Joint Venture as stated in Schedule 1.

2.3 Any Participant which changes its name, or is taken over by or merged with another firm, must promptly communicate details of the same to all other Participants. Unless the Participants otherwise agree in writing, this Agreement shall not terminate if a Participant changes its name or is taken over by, or merged with, another company or partnership.

3. Production and Operation

3.1 The Participants shall make all reasonable endeavours to use their technology and know-how and scientific management techniques to produce, sell and provide after-sales service for and other products decided by the Joint Venture, so as to allow the Parties to earn satisfactory profits.

3.2 The preparation and submission of the Project shall be undertaken jointly by the Participants. The JV Leader shall co-ordinate the Project and the contributions of the Participants. The Participants shall cooperate with the JV Leader. The Participants shall perform with all reasonable skill, care and diligence their respective functions as allotted by the Policy Committee until the start of the production and operation of the Joint Venture or until the provisions of clauses 16.1 and 16.3 have been satisfied.

3.3 The Participants shall enter into the Production Agreements with Customers as a Joint Venture.

3.4 On execution of this Agreement, each of the Participants shall grant a power of attorney in favour of a person nominated by it as its Representative, as designated in Schedule 1. The Representatives of each Participant will constitute the Policy Committee of the Joint Venture. The Representative of a Participant shall have authority under the Power of Attorney granted him to sign the Production Agreement on behalf of and in the name of that Participant. The signature of its Representative shall bind each Participant in respect of all obligations and liabilities it assumes under this Agreement.

3.5 Subject to directions of the Policy Committee, the Representative of the JV Leader shall be the representative of the Joint Venture for the purpose of correspondence on matters involving the interpretation of the Production Agreement and alterations to its terms and to the Production to be performed.

4. Production Agreement

4.1 The Production shall be carried out in accordance with the terms and conditions of the Production Agreement and this Agreement. In the event of any inconsistency between the terms of the Production Agreement and this Agreement regarding the performance of the work, the Production Agreement shall prevail, subject to clauses 4.3 and 4.4 below.

4.2 Each Participant shall be responsible for fulfilling the obligations prescribed in Schedule 3 in accordance with the terms of the Production Agreement, subject to clauses 4.3 and 4.4 below.

4.3 The allocation of the Joint Venture's obligations between the Participants in accordance with Schedule 3 can be amended by agreement of the Participants.

4.4 Any alterations or additions to the Production to be carried out under the Production Agreement shall be made only upon demand from Customers in accordance with the Production Agreement. Responsibility for carrying out additional obligations shall be agreed by the Participants.

5. Language

This Agreement shall be written and interpreted in English.

6. Exclusivity

Unless the Participants agree otherwise, no member shall engage in any activity related to the Project other than as a Participant of the Joint Venture and in accordance with the terms and conditions of this Agreement. Each Participant will ensure that its subsidiaries and other firms or individuals over which it has control will comply with this requirement.

7. Executive Authority

7.1 No Participant shall have authority to bind or to make any commitment on behalf of the Joint Venture or of any other Participant unless the authority is expressed in writing by the Participants jointly in regard to the Joint Venture, or by a Participant individually in regard to another Participant.

7.2 From the date of this Agreement and until this Agreement terminates in accordance with its terms, the following matters shall require the Participants' unanimous consent:

(a) for the purpose of implementing the Project, the respective responsibilities and obligations to be undertaken by the Participants under the Production Agreement; and

(b) for the purpose of implementing the Project, the prices and terms and conditions of payment comprised in the Production Agreement as applicable to the Joint Venture generally, and to the Participants separately.

7.3 Decisions on the policies of the Joint Venture shall be vested in a Policy Committee comprising the Representatives of each of the Participants specified in accordance with clause 3.4.

7.4 Each Participant shall provide notice of its Representative on the Policy Committee and shall give prior notice of any change in such appointments, temporary or otherwise, as may occur from time to time.

7.5 The representative of the JV Leader on the Policy Committee shall be the Chairman of the Committee. The Chairman shall ordinarily convene the meetings of the Committee and may invite others whom he wishes to attend, in order to inform or advise the Representatives, or to record the proceedings of the Committee.

7.6 In the event of there being disagreement between members of the Policy Committee on matters not otherwise prescribed in this Agreements the Chairman shall be entitled to use a casting vote.

7.7 Meetings of the Policy Committee shall take place at least as frequently as prescribed in Schedule 1, unless the Participants agree otherwise. A Participant may convene a meeting of the Committee at any time by giving at least fourteen days notice in writing to the Participants.

7.8 Minutes shall be kept, of all meetings of the Policy Committee and copies of all such minutes shall be circulated to the Participants.

7.9 The Participants respectively agree to act (and agree that their respective representatives on the Policy Committee shall act) at all times in the best interests of the Joint Venture in taking any actions relating to the Project and shall use all reasonable endeavours to settle any disputes arising between them in connection with the Joint Venture.

7.10 Each Participant shall appoint a Local Representative in each locality where that Participant is to work. The Local Representative of a Participant shall be responsible for the obligations to be undertaken by it and the performance of its responsibilities in that locality under this Agreement.

7.11 Each Participant shall notify the others of its Local Representative and the responsibilities assigned to him and shall give prior notice of any change in the appointment or assignments of responsibilities as may occur from time to time.

7.12 A Production Manager shall be appointed. Unless the Participants agree otherwise, the JV Leader shall appoint and be entitled to remove him from that position and appoint a replacement.

7.13 The Production Manager shall manage and supervise the production of the Products under the Production Agreement in accordance with the directions of the Policy Committee. The Production Manager shall report to the Policy Committee on the performance and progress of the work as and when required by that Committee.

7.14 The Local Representatives shall work under the directions of the Production Manager.

8. Documents

8.1 All documents produced by a Participant or the Participants in connection with the Project which are made available to persons other than the Participants shall bear the name of the Joint

Venture.

8.2 All documents prepared by either of the Participants in connection with the performance of work under the Production Agreement, and which are to be made available to third parties, shall be signed by the Production Manager, unless they concern the interpretation of the Production Agreement or alteration to its terms or Production to be performed.

8.3 Each Participant shall have unrestricted access to any work carried out by the Participants in connection with the Project.

8.4 During the period of the Agreement and at any time after its termination, no Participant shall disclose to any person any information which it obtains through its participation in the Joint Venture (and shall ensure that its officers, employees and representatives observe such restrictions) unless the information:

(a) becomes public knowledge;

(b) must be disclosed for the proper performance of the Project;

(c) is published with the approval of the Joint Venture and, when required under the Production Agreement.

No Participant shall use photographs, or other data describing the Project, in promoting its own business without the approval of the other Participants.

8.5 Except as provided under the Production Agreement or in Schedule 1, the copyright in documents produced by a particular Participant in connection with the Project is granted to the Participants and each Participant hereby licenses the Participants to use and reproduce documents produced by it.

8.6 Except as provided in clause 8.5, each Participant shall indemnify the Participants against all claims, liabilities, damages, costs and expenses sustained as a result of reusing the designs, drawings and other documents produced for the Project or other projects.

9. Personnel

9.1 Each Participant shall assign a sufficient number of its employees to the Project so that the provisions of this Agreement are complied with and the Production are carried out in accordance with the Production Agreement. Unless the Participants agree otherwise, the Joint Venture shall have no employees of its own.

9.2 Each Participant shall be responsible for all actions of its staff and shall continue to be responsible in all ways for its own obligations as employer of its employees.

9.3 Notwithstanding the foregoing provisions of this Clause, each Participant may allow any person, firm or corporation over which it exercises management control to fulfil any of the obligations for which it is responsible under this Agreement provided that, in such circumstances, the control of and responsibility for those obligations shall at all times remain vested in the Participant.

9.4 Each Participant shall be entitled to invite, to the agreement of the Participants, sub-consultants to carry out any of that Participant's obligations, provided that in such circumstances the control of and responsibility for undertaking those obligations shall at all times remain vested in the Participant in question.

9.5 The engagement of sub-consultants by the Joint Venture shall be subject to the provisions of clause 7.

10. Assignment and Third Parties

10.1 No Participant shall, nor shall it purport to, sell, assign, mortgage, pledge, transfer or in any way dispose of any rights or interests under this Agreement, nor grant, declare, create or dispose of any right or interest in it, or its interests in any sums payable by the Customers other than by a charge in favour of its bankers of any monies due or to become due under the Agreement, without the prior written consent of the Participants.

10.2 This Agreement is exclusively for the benefit of the Participants and shall not be construed as conferring, either directly or indirectly, any rights or causes of action upon third parties.

11. Severability

If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. The parties shall then use all reasonable endeavours to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

12. Participant in Default

12.1 In the event of insolvency of a Participant, the other Participant(s) are hereby irrevocably constituted and appointed to act for it in all matters affecting performance of this Agreement.

12.2 A Participant who fails within a reasonable time and without reasonable excuse to perform the Production required of it under this Agreement, or any other duties and obligations set out in this Agreement, or otherwise agreed between the Participants, may be declared in default by the other Participants.

12.3 If a notice in writing is received from the Customers that the performance of a Participant's obligations under the Production Agreement is unsatisfactory, or a Participant considers that another Participant's performance of those obligations is unsatisfactory, a meeting of the Policy Committee shall be convened, and the Participant in question shall be afforded an opportunity to hear the criticisms against it and explain its position.

12.4 A motion may then be made by any Participant for a vote to be cast upon whether the Participant in question should be declared in default of its obligations. All Participants (other than the Participant in question) shall be entitled to vote. If a majority vote is obtained, the Participant in question shall be declared in default. Notice in writing of the declaration including

the reasons for it, shall be served on the Defaulting Participant within 14 days of the Policy Committee Meeting.

12.5 Any actions taken by the other Participant(s) against the Defaulting Participant pursuant to this clause 12 shall be without prejudice to any rights to which they may be entitled at law against the Defaulting Participant.

12.6 If a reassignment of work under the Production Agreement is made in accordance with clause 12, the Defaulting Participant shall not obstruct the Participant or Participants who undertake the reassigned work and shall provide it/them with access to all documents and information necessary for its proper performance.

12.7 Any sums received by the Joint Venture in payment for the Defaulting Participant's obligations already undertaken shall be used to compensate any loss or damage resulting from that Participant's default. The Defaulting Participant shall remain responsible for providing guarantees and bonds relevant to the obligations allocated to that Participant before such reassignment until the Production are completed.

12.8 If all of the Defaulting Participant's obligations are reassigned in accordance with this clause, the other Participants shall be entitled to and shall:

(a) carry on and complete the performance of the Production Agreement without the participation of the Defaulting Participant, its successors, receivers or other legal representatives and continue to act in accordance with the terms of this Agreement (as amended to take account of the non-participation of the Defaulting Participant); and

(b) retain for the performance of the Production Agreement all equipment and materials purchased for that purpose and all assets owned by the Joint Venture at the time of the Defaulting Participant's default until the the Project is completed. The Defaulting Participant, its successors, receivers or other legal representatives shall execute and do all deeds, documents and things necessary to enable the said equipment and materials to continue to be so used and to enable the Joint Venture to continue without its involvement.

12.9 Upon completion or earlier termination of the Production Agreement and receipt of all amounts due under it, the remaining Participant(s) shall account to the Defaulting Participant for an amount equal to any sums provided by it towards any general funds which shall not previously have been expended, plus such Participant's share of any funds of the Joint Venture due to it, reduced by any losses or damage occasioned by its default.

12.10 In the event that the share of the losses chargeable to the Defaulting Participant exceeds any sums provided by it to any general funds and the share of any funds of the Joint Venture due to it in accordance with the terms of this Agreement, the Defaulting Participant shall promptly pay the excess to the remaining Participant(s).

13. Duration of the Agreement

13.1 If it has been jointly established by the Participants that the Project will not be able to proceed due to regulatory reasons, this Agreement shall terminate immediately.

13.2 This Agreement shall continue to have full force and effect and shall continue the same until all Production Agreements have been terminated and all accounts relating to the Project between the Joint Venture and third parties between the Participants are acknowledged as settled.

13.3 Provided that the terms of this Agreement shall nevertheless continue to bind the Participants to such extent and for so long as may be necessary to give effect to the rights and obligations specified in the Agreement.

14. Liability

14.1 Each of the Participants will indemnify and keep indemnified the other Participant(s) against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement.

14.2 In the event of it being alleged by one Participant in writing that any legal liability is attributable to any other Participant or to the Participants, the Participants shall use reasonable endeavours to reach agreement on the liabilities to be borne by each of the Participants. In the event the Participants fail to agree, a proper apportionment shall be determined by arbitration in accordance with clause 19.

14.3 Schedule 3 to this Agreement sets out the Works or Technology for which each Participant is responsible.

14.4 Each Participant is required to co-operate and produce such information as is reasonably required by the Policy Committee in defending any claim made by any third party arising out of or in connection with the performance or otherwise of the obligations under this Agreement.

15. Insurance

15.1 Each Participant will maintain insurance coverage as protection against all legal liabilities arising out of or in connection with Works or Technology for which each is deemed responsible by Schedule 3.

15.2 Unless the Participants agree, each Participant individually shall make all reasonable efforts to maintain insurance coverage in the amounts as protection against all legal liabilities arising out of or in connection with the performance or otherwise of its obligations under this Agreement.

15.3 Each Participant shall make all reasonable efforts to maintain insurance cover in the amounts for public/third party liability insurance and any other insurances necessary to comply with the Production Agreement.

16. Promotional and Project Costs, Profits, Losses and Remuneration

16.1 Each Participant shall be reimbursed the costs and expenses incurred by it in connection with the promotion, preparation and negotiation of the Project, as prescribed in Schedule 4.

16.2 If Schedule 4 does not prescribe the reimbursement of the promotional costs and expenses, each Participant shall bear the costs and expenses which it incurs.

16.3 All payments to the Participants shall be made in accordance with Schedule 4 and the financial policy of the Joint Venture is as set out in that Schedule.

17. Financial Administration and Accounting

17.1 Each Participant shall be responsible for keeping its own accounts in respect of payments due to it and for its own financial affairs generally. Each Participant shall be responsible for dealing with its own income tax affairs, and its own social security affairs where relevant, and for accounting accordingly to the relevant authorities.

17.2 The JV Leader shall be responsible for providing the Financial Administration Services as set out in Schedule 2.

18. Guarantees and Bonds

Unless the Participants agree otherwise, the Participants severally shall provide guarantees and bonds in proportion to their respective shares in the Project sufficient for the total of guarantees and bonds required of the Joint Venture. The Participants severally shall be responsible for any administration and required extensions of the guarantees and bonds they have provided.

19. Dispute Resolutions

20. Notices and service

20.1 Any notice to be given by one party to the other under, or in connection with, this Agreement shall be in writing and signed by or on behalf of the party giving it. It shall be served by sending it by email to the address set out in clause 20.2, or delivering it by hand, or sending it by pre-paid recorded delivery, special delivery or registered post, to the address set out in clause 20.3 and in each case marked for the attention of the relevant party (or as otherwise notified from time to time in accordance with the provisions of this clause 20). Any notice so served by hand, e-mail, fax or post shall be deemed to have been duly given:

- a. in the case of delivery by hand, when delivered;
- b. in the case of fax or electronic mail on a Business Day prior to 5.00 pm, at the time of receipt;
- c. in the case of prepaid recorded delivery, special delivery or registered post, at 10am on the second Business Day following the date of posting

provided that in each case where delivery by hand or by fax occurs after 5pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day. References to time in this clause are to local time in the country of the addressee.

20.2 The addresses of the parties for the purpose of clause 20.1 are as follows:

JV Leader

Address:

E-mail:

For the attention of:

Participant 1

Address:

E-mail:

For the attention of:

Participant 2

Address:

E-mail:

For the attention of:

20.3 A party may notify the other party to this Agreement/ of a change to its name, relevant addressee, address or fax number for the purposes of this clause 20, provided that, such notice shall only be effective on:

- (a) the date specified in the notice as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than five Business Days after the date on which notice is given, the date following five Business Days after notice of any change has been given.

20.4 All notices under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

20.5 Service of any legal proceedings concerning or arising out of this Agreement shall be effected by causing the same to be delivered to the party to be served at its principal place of business as specified in this Agreement, or to such other address as may from time to time be notified in writing by the party concerned.

21. Entire Agreement

21.1 This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement. It supersedes any heads of agreement/ memorandum of understanding which shall cease to have any further force or effect. It is agreed that:

- (a) no party has entered into this Agreement in reliance upon any representation, warranty or undertaking of any other party which is not expressly set out or referred to in this Agreement; or

(b) (except for breach of an express warranty under this Agreement) no party shall have any claim or remedy for misrepresentation (whether negligent or otherwise, and whether made before or in this Agreement) or untrue statement by any other party;

(c) this clause does not exclude any liability for fraudulent misrepresentation.

22. Amendment

22.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of the parties to it.

22.2 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this Agreement shall remain in full force and effect, except only to the extent that they are varied.

23. No Rights of Third Parties

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of its terms.

As WITNESS this Agreement has been signed by the duly authorised representatives of the parties the day and year above written.

SCHEDULE 1 PROJECT AND AGREEMENT PARTICULARS

Clause 1.1 The Project is .

The Jurisdiction where the Project is located is .

Other documents incorporated in this Agreement are *[list, if any]*.

Clause 2.2 The JV Leader of the Joint Venture is

Clause 3.5 The Representatives of the Participants respectively for signature of the Project and the Production Agreement are as follows:

[name of Participant's representative]

[name of Participant's representative]

[name of Participant's representative].

Clause 7.7 Meetings of the Policy Committee shall take place].

Clause 20.1

SCHEDULE 2 FINANCIAL ADMINISTRATION SERVICES

(Clause 17 of the Conditions and Terms)

[The above should cover:

- the Joint Venture's Consortium's accounting procedures. A Joint Venture will generally only disburse monies to the parties after the Project becomes profitable, and it will not have the means to raise financing itself. Therefore, to cover the Joint Venture's local operating costs, it will often be necessary for the Participants to provide funds. Normally, the sharing in the provision of such funds should be proportional to the Participants' shares in the Joint Venture;*
- the records and accounts to be maintained by the Participants (which must include records and accounts necessary to comply with the Production Agreement, the laws of the country of the Project and the laws of the countries of the Participants);*
- the process for preparation of the Joint Venture/Consortium invoices to the Customers, which must be tailored to comply with the requirements of the Production Agreement;*
- which Joint Venture/Consortium bank accounts will be opened or will operate, and which persons will have access to the funds (normally, a Joint Venture or one or other of the parties to it will open or maintain accounts in the country of the Project and in the country of each currency payable under the Production Agreement); and*
- how advance payments will be handled. To reduce problems associated with adverse currency fluctuations and/or non-transferable local currencies, it is recommended that the Participants specify their requirements (amounts and timing) of local, home country and/or other foreign currencies, and that the combined requirements of all Participants be included in the appropriate appendix to (or at the appropriate place in) the Production Agreement.]*

SCHEDULE 3 ALLOCATION OF THE OBLIGATIONS

(Clause 4 of the Conditions and Terms)

[It will be necessary to specify the obligations to be fulfilled by each Participant in sufficient detail to satisfy and protect the interests of the other Participant(s). This Schedule should

include at least the scope of work and time schedule of the Production Agreement, and clearly indicate the obligations to be met by each Participant with the time schedule for accomplishing such obligations.]

Examples:

[1. The responsibilities of Participant 1 shall be:

(a) to handle matters for the establishment of the Joint Venture including applications for approval, registrations, the issuance of the business license, as well as to assist the Joint Venture in its applications to bank(s) for the opening of Bank accounts and foreign exchange accounts and any other matters related thereto;

(b) to contribute to the agreed contribution of the Joint Venture as set forth above;

(c) to arrange for the grant to the Joint Venture of land use rights to the Site and to handle the registration of the Joint Venture's right to use the land with the relevant government department, and to handle all other necessary procedures in relation thereto, to ensure that the Joint Venture has the right to use said land in conformity with the scope of its operations for the term of the joint venture, as extended from time to time and that the Joint Venture is issued and receives a land use certificates from the relevant government department evidencing such right;

(d) to fulfil all of its obligations under those agreements set forth iabove to which it is a party and to ensure that the obligations of its Affiliates under those agreements set forth iabove to which any of them is a party are fulfilled;

(e) to assist the Joint Venture with the sourcing, purchasing, leasing or otherwise acquiring within the of materials, raw materials, parts, supplies, machinery equipment, vehicles, telecommunications systems, articles for office use, means of transportation and communication facilities, including (but not limited to) those items with such specifications as provided for in the Feasibility Study Report or as set forth in any written notice by the Production Manager of the Joint Venture from time to time in accordance with the Joint Venture's production plans, in quantities sufficient to meet the full operational requirements of the Joint Venture, at a favorable cost;

(f) to assist the Joint Venture in processing import customs declarations for the materials, parts, supplies, machinery, equipment, vehicles, and telecommunications systems purchased within the amount of the Joint Venture's total capital and in going through customs declaration procedures for the importation into the of such other raw materials, materials, parts, supplies, machinery, equipment, vehicles, and telecommunications systems as provided for in the Feasibility Study Report or as may be set forth in any written notice by the Production Manager of the Joint Venture from time to time (including applying for and procuring any necessary licenses for the import of the same) as well as assisting in arranging for the inland transportation of the same to such location as may be specified by the Joint Venture's Production Manager;

(g) to provide the Joint Venture the fundamental facilities, services and utilities required by the Joint Venture, such as water, electricity, steam, transportation, etc., in accordance with the Facility Lease Agreement and conforming to the requirements, specifications and conditions set forth in the Feasibility Study Report or as may be set forth in any written notice by the

Production Manager of the Joint Venture from time to time, on a continuous uninterrupted basis and in quantities sufficient to meet the full operational requirements of the Joint Venture, as well as employee housing, medical care, canteen facilities, and other welfare and recreational facilities for the employees of the Joint Venture, meeting the Joint Venture's requirements and in line with the practice in other comparable industrial joint ventures in , at a favourable cost, which shall be no higher than that paid by state-owned enterprises for similar facilities, services, and utilities in ;

(h) to assist the Joint Venture in recruiting qualified management personnel, technical personnel, workers and other needed personnel;

(i) to assist expatriate personnel of other Participants and the Joint Venture as well as expatriate personnel of vendors of equipment and machinery to the Joint Venture in handling the necessary procedures for entry visas, work permits and travelling arrangements, and to assist in arranging appropriate housing for expatriate employees of the Joint Venture and hotel accommodations for foreign workers on temporary assignment to the Joint Venture;

(j) to ensure that management and technical personnel and workers hired and trained by the Joint Venture are not transferred to other economic enterprises in , especially to competitors of the Joint Venture or of other Participants without the express written consent of other Participants;

(k) to assist the Joint Venture to apply for and obtain all possible tax reductions and exemptions and all other relevant investment incentives available to the Joint Venture under the laws of ; and

(l) to handle such other matters as are entrusted to it by the Joint Venture.

2. The responsibilities of Participant 2 shall be:

(a) to contribute to the agreed contribution of the Joint Venture as set forth above;

(b) to fulfil all of its obligations under those agreements set forth above to which it is a party and to ensure that the obligations of its Affiliates under those agreements set forth above to which any of them is a party are fulfilled;

(c) to provide information with respect to the raw materials, materials, parts, supplies, machinery, equipment, vehicles, and telecommunications systems listed in Appendix [] which are to be imported by the Joint Venture, to assist the Joint Venture in the procurement of raw materials, materials, parts, supplies, machinery, equipment, vehicles, telecommunications systems and such other items to be imported from abroad and in arranging transportation to the port of , and to assist the Joint Venture in the purchase, leasing or otherwise acquiring such items required by the Joint Venture from outside of t;

(d) to assist the Joint Venture, at the Joint Venture's expense, in arranging with the manufacturers of the imported machinery and equipment listed on Appendix [] for the provision of necessary technical personnel during the installation and testing of such machinery and equipment during start-up and trial production, if the Parties deem such assistance to be necessary;

- (e) to assist the Joint Venture in obtaining loans from international financial institutions;*
- (f) to assist the Joint Venture in recruiting expatriate management and technical personnel;*
- (g) to assist the Joint Venture in formulating standards for recruiting, evaluating and promoting staff and workers;*
- (h) to assist the Joint Venture in arranging foreign visas and accommodations for personnel and directors of the Joint Venture travelling abroad on Joint Venture business; and*
- (i) to handle such other matters as are entrusted to it by the Joint Venture.]*

**SCHEDULE 4
FINANCIAL POLICY AND REMUNERATION**

(Clause 16 of the Conditions and Terms)

[It is necessary to cover how the Participants will recover their respective promotional costs, if each party is not expected to bear its own]