



Memorandum of Understanding

<p>Parties Concerned</p>	<p>Gold Millennium CO, Ltd (referred to as GMGC)</p> <p>4th Floor, Bldg C, NO.1110, Sheng shi long yuan, Shihui, Chaoyang District, Beijing, 100022, P.R. China Phone: (86)-10-5761-2440 Fax (86)-10-5761-2441 Web: www.goldmillennium.com Email: beijing@goldmillennium.com</p> <p style="text-align: center;">&</p> <p>Name of GMG Associate _____ (referred to as GMGA)</p> <p>Address _____ _____</p> <p>Tel /Fax/ _____</p> <p>Web/Email: _____</p>
<p>Intent</p>	<ul style="list-style-type: none"> • GMGC provides a comprehensive suite of management / business consulting solutions • GMGC wishes to provide its solutions in (name of country) • GMGA wishes to act as a channel to market GMGC’s solutions in (name of country)
<p>Geographical Scope</p>	<ul style="list-style-type: none"> • The agreement is confined to (name of the country)
<p>Responsibilities</p>	<p>GMGC will:</p> <ul style="list-style-type: none"> • Communicate and promote the GMGA in the appropriate forms of marketing communications such as Websites, Email Prospecting, Media Releases, and Events etc. • Provide the GMGA with collateral required to promote GMGC in the GMGAs <p>GMGA will:</p> <ul style="list-style-type: none"> • Communicate and promote GMGC in the appropriate forms of marketing communications such as Websites, Email Prospecting, Media Releases, and Events etc. • Both parties shall not make any public communications or representation claims using the other party’s name (GMG& Associate), without the consent of the other party



<p>Financials</p>	<ul style="list-style-type: none"> For any new business (to GMGC) that GMGA brings in, GMGC will pay GMGA 10% of the net project value that GMG has been paid on the project If GMGA is required to be involved in the delivery of the project, the financials will be agreed on a case by case basis Both parties will be responsible for their own local tax liabilities arising from the income received from projects
<p>Confidentiality & Intellectual Property</p>	<ul style="list-style-type: none"> Both parties shall not at any time disclose to any third party any information obtained from this relationship All Processes, Solutions, Concepts and related material shared by GMGC with the GMGA shall remain the intellectual property of GMG Consulting and shall not be reproduced and/or applied without written permission
<p>Validity and Renewal</p>	<ul style="list-style-type: none"> Effective 1st July 2012 and valid until 31st December 2013 Thereafter renewable for periods of 2 years, by mutual consent of both parties to the agreement Terminations during the period of the agreement are possible by both parties by giving 2 months' notice. In the event of such terminations, both parties shall remove each other in all forms of communication
<p>Signed by on behalf of GMGC (Full Name / Designation)</p> <p>Dated:</p>	<p>Signed by on behalf of GMGA (Full Name / Designation)</p> <p>Dated:</p>
<p>Witness on behalf of GMGC (Full Name / Designation)</p> <p>Dated:</p>	<p>Witness on behalf of GMGA (Full Name / Designation)</p> <p>Dated:</p>