

Confidential

When you read this document,
means you agree not to disclose all
the contents

XXX

Website Develop Agreement

Partners:

1. A: _____
2. B: Shanghai PassionSource Information Technology Co.Ltd

The description of website agreement

1. The agreement aims to send a clear demand that part A agree Shanghai PassionSource Information Technology Co. Ltd to develop its web site project, the two sides of the rights, obligations, and related legal matters.
2. The cooperation agreement by both sides through friendly consultations, the signature (seal) the entry into force.
3. Two copies of this Agreement and each of the two sides hold one, and have the same legal effect.

Agreement

The two sides in agreement with national intellectual property and the relevant provisions of network management, the Party A commissioned Party B to develop website for Party A. After consultations between the two sides reached the following agreement:

1. Parties:

A:

B

2. The rights and obligations of Party A

2.1. Party A have the right to request Party B to discharge the content of the provisions of the agreement in accordance with the two sides agreed that the structure of the site system, during the time the two sides agreed.

2.2. Party A is responsible for offering all the necessary information (including text, pictures and other relevant documents) and the production requirements, and ensure that the information provided is correct; do not involve state secrets; not infringe the trade marks, patents and copyright ; not to breach of national laws, which caused all the laws at your own risk. Under the conditions recognized by both sides, began developing the site by Party B, Party A should prepare the entire contents of the information in a certain period of time

2.3. Party A shall have the right to advice to amend the website design, under the technical conditions, with Party B should be positive.

2.4. After the completion of site construction, Party A commissioned Party B the site for one year of free technical maintenance, so the two sides have the responsibility to provide technical maintenance of the raw data to each other, Party A will check and accept the results of project development.

3. The rights and obligations of Party B

3.1. For the Party A to develop websites, and to ensure the normal operation of website.

3.2. Party B on the Party A to provide information on the texts and photographs, including those involved in intellectual property rights, including all the legal issues do not bear any legal responsibility.

3.3. In charge of Party B if the Party A's web site as a result of the causes of B caused by failure to respond within 24 hours to resolve.

3.4. All information and pictures offered by Party A can only be used on Party A' project, Party B has not been agreed will be allowed to use in other projects. Party B shall not disclose the

project relevant information.

3.5. After the completion of the project acceptance, Party B provides Web site account and password.

4. The Payment

Party A shall pay the cost of site development to Party B, list as:

Item	Price (RMB)	Description
1. Graphic Design	x000	
2. Html Design	x000	
3. xxxxx	x000	
Total:	x000RMB	

5. Payment method

Progress	Time	Accounted for the total proportion of agreement	Amount (Unit: RMB)
Agreement	Agreement since the signing of five working days	The 50% of website development and the space, mail domain name	x000
Web site developed	Web site features complete, the test is completed, project acceptance of the end of five working days	The 70% of website development	X000
Total			x000

6. The termination of the agreement

6.1 Any of the parties to terminate the agreement, will take 10 working days advance written notice to the other, as well as the reasonable excuses for termination, in consultation with representatives from both parties to terminate the agreement.

6.2 Because of the war, earthquake, fire and other factors lead to the work force interruption, the two sides do not take responsibility, when the conditions to resume both parties can change the agreement content with consultation.

7. Breach of duty

7.1 Due to Party A cannot provide information timely which led to Party B cannot complete the work on time ,Party B has no responsibility, and shall have the right to request for extension of Party A, an extension of time for consultation by both parties.

7.2 Party B as a result of the reasons for failure to timely completion of the contents of the agreement, Party B shall have the right to claim

8. Dispute Resolution

8.1 If there are problems, the two sides should take a positive attitude, in this based on the principles of the agreement be modified to fill. Supplementary provisions of signed and sealed agreements, with the same legal effect.

8.2 The two sides because of the interpretation or implementation of agreements arising from the dispute, a negotiated settlement by both parties.

4. The overall project completion time

Part B after the signing of the contract to develop website, available in the Web site information and feedback provided by Party timely. From the day that the agreement entering into force of 20 working days to be completed around.

5. The agreement period

This Agreement is valid for _____ to _____.

The signing of the agreement

1 A:

2 B:

**Shanghai
Passionsource
Information Technology
Co.Ltd**

Signature:

Signature:

Seal:

Seal:

Date:

Date:

Address:

Address: Room1004,XiangJiang
Building, Lane 1265 West
Zhongshan Road
Shanghai

Phone:

Phone:

021-51088150