



Contract of Commission Authorization

This contract is made between **xxxxxxxxxxxxxxxxxxx** (hereinafter “the Client”) and **Morgan Baker Consulting Ltd.** (hereinafter “the financial consultant”). The Client agrees to receive and **Morgan Baker Consulting Ltd** agrees to provide under the terms and conditions as follows.

Provision 1 ∙ This authorization of commission is a non-exclusive one, the title of the commission is as such : _____

Provision 2 ∙ The client (Party A) agrees to have the consultant (Party B) find a potential investor under the terms of technology transfer co-funding, with no restriction on the investor’s location.

Provision 3 ∙ Duration and Renewal of the Commission
 The duration will last 12 months after both parties sign the contract, the extension of which also takes effect with both parties signing a written consent.

Provision 4 ∙ The Consultant’s service fee

Project	Service Fee	Notes
Technology transfer	Party A consents to give Party B a commission of 3% of its premium and licensing fees.	The expiration of the contract exerts no influence on either the premium or the licensing fee.
Co-funding	Party A consents to give Party B ***** as a commission fee after the new co-funding corporation is established.	The expiration of the contract has no influence on the establishment of the co-funding corporation.

Notes:

- a. All service fees are to be paid in US dollars.
- b. Party A should follow Party B’s US dollar invoice and remit the money into the designated US-dollar account.
- c. Party A must carry out payment of the commission fee within 14 days of the invoice notification.

Provision 5 ∙ Obligations on both Parties

1. Both Parties hold each other the obligation of honest information exchange.
2. Within the duration of the commission, any disagreement or investment alternation allows both parties to negotiate and sign a new contract.

Provision 6 、 Governing Law and Jurisdiction

1. All the paraphrase, litigation and execution of the contract are based on the laws of the Republic of China.
2. Unbound details in this contract all abide by the laws of the Republic of China.

Provision 7 、 Others

1. Unsatisfying details in this agreement allows both parties to sign a new contract.
2. This contract is printed in two official copies, with each Party holding one.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Authorized Representative: _____
Title: _____
Signature: _____
Date:

Morgan Baker Consulting Ltd.

Authorized Representative:
Title:
Signature:
Date: