

MEIYA GROUP GLOBAL CORPORATION (AND LTD).

ADDITIONAL TERMS OF ENGAGEMENT AGREEMENT

Date: _____

Name: _____

Address: _____

In connection with my services to MEIYA GROUP GLOBAL CORPORATION, a Nevada C Corporation and Meiya Group Global Limited, a Hong Kong Limited Corporation, and Mei Yi Aerospace Technology Shanghai Limited Company (the "Company"), whether as an employee or as an independent contractor, and in recognition of my duties to the Company, and knowing that third parties will be induced to enter into transactions with the Company (including without limitation that future investors will be induced to invest in the Company) in reliance on my promises in these Additional Terms of Service Agreement (this "Agreement"), I, the above named person, agree with the Company as follows:

1. AT-WILL EMPLOYMENT

IF I AM EMPLOYED BY THE COMPANY, I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR AN UNSPECIFIED DURATION AND CONSTITUTES "AT-WILL" EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS OBTAINED IN WRITING AND SIGNED BY THE PRESIDENT, CHIEF EXECUTIVE OFFICER, OR CHIEF OPERATING OFFICER OF THE COMPANY. I ACKNOWLEDGE THAT THIS EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT THE OPTION EITHER OF THE COMPANY OR MYSELF, WITH OR WITHOUT NOTICE. I UNDERSTAND THAT SHOULD MY EMPLOYMENT BE TERMINATED WITHOUT CAUSE BY THE COMPANY, MY VESTED EQUITY AT THE TIME OF TERMINATION WILL COMPLY WITH THE EQUITY AGREEMENT. SHOULD I TERMINATE MY EMPLOYMENT WITH COMPANY WITHOUT CAUSE, I AGREE TO FORFEIT ALL EQUITY, VESTED AND NON-VESTED AT THE TIME OF MY TERMINATION. TERMINATION WITH CAUSE BY THE COMPANY ALLOWS THE COMPANY TO RETRACT ALL UNVESTED EQUITY AND REQUIRE IMMEDIATE RETURN OF EQUITY BACK TO THE COMPANY TREASURY AT THE STRIKE PRICE OF 0.01 PER SHARE. SHOULD I TERMINATE MY EMPLOYMENT WITH COMPANY FOR CAUSE, I AM ENTITLED TO RETAIN ALL VESTED SHARES BUT I FORFEIT FUTURE UNVESTED SHARES. RESTRICTED STOCK WILL FOLLOW STOCK ISSUANCE PROTOCOL.

2. CONFIDENTIALITY

2.1. My Duties.

Both during and after my service with the Company, I shall protect the confidentiality of the Company's confidential information. This means, among other things, that:

- (a) I shall abide by the Company's policies concerning confidential information;
- (b) I shall obtain the written consent of the Chief Executive Officer, Chief Operating Officer, or President of the Company (or a person the Chief Executive Officer or President has authorized to give such consent) before I permit anyone outside of the Company to know or use confidential information of the Company;
- (c) I shall not disclose any confidential information on any social media website even if the communication is directed toward an employee of the Company;
- (d) I shall use reasonable efforts to prevent other persons from misusing or improperly disclosing Company confidential information;
- (e) I shall notify the Company if I become aware that anyone has misused or improperly disclosed Company confidential information;
- (f) I shall use Company confidential information only for the benefit of the Company;
- (g) I shall not copy, photocopy, or make electronic copies of Company confidential information other than for a Company purpose.
- (h) I shall not attempt to reverse engineer, or otherwise independently derive, the Company's confidential information; and
- (i) I shall immediately notify my supervisor and the President of the Company if I receive a subpoena, order, or request of any court or government agency to disclose Company confidential information and I shall cooperate with the Company's reasonable efforts to protect the confidentiality of the requested information, after which I shall disclose the confidential information to the extent I am lawfully required to do so.

2.2. Confidential Information.

As used in this Agreement, "confidential information" means trade secrets (as defined in California Civil Code sections 3426.1-11) plus all non-public information relating to the following matters:

- (a) Sales and marketing information of the Company, such as:
 - (i) marketing plans and strategies;
 - (ii) pricing strategies;
 - (iii) pricing analyses;
 - (iv) product costs, margins, mark-ups, and discounts;
 - (v) sales projections
 - (vi) market research;

- (vii) plans for unreleased products;
 - (viii) nonpublic information concerning the ownership of the Company; and
 - (ix) other sales or marketing information that actually derives or may in the future derive independent economic value from not being generally known to other persons who can obtain economic value from its disclosure or use.
- (b) Customer information of the Company, such as:
- (i) customer lists;
 - (ii) the identities of the Company's customers;
 - (iii) contact information of customer personnel who make or influence purchase decisions;
 - (iv) the identities and contact information of specific individuals with whom the Company has interacted at customer businesses;
 - (v) customer communications;
 - (vi) details of commercial arrangements and negotiations;
 - (vii) prices of specific products the Company offers or sells to specific customers;
 - (viii) information customers have provided to the Company subject to restrictions on use or disclosure of the information; and
 - (ix) other customer information if the information actually derives or may in the future derive independent economic value from not being generally known to other persons who can obtain economic value from its disclosure or use.
- (c) Technical information of the Company that is not obvious from inspection of the product or product documentation, such as:
- (i) internal processes and standards;
 - (ii) product compositions;
 - (iii) design specifications;
 - (iv) confidential know-how;
 - (v) equipment configurations;
 - (vi) capital equipment plans, schematics, and lay-outs;
 - (vii) formulas, sequences, diagrams, databases, and compilations; and
 - (viii) other technical information if the information actually derives or may in the future derive independent economic value from not being generally known to other persons who can obtain economic value from its disclosure or use.
- (d) Research and development activities of the Company, such as:
- (i) unpublished inventions, innovations, and discoveries;
 - (ii) the unpublished contents of any pending patent application;
 - (iii) unreleased designs and models;

- (iv) test, trial, and other data;
 - (v) data analyses; and
 - (vi) other information about the Company's research and development efforts if the information actually derives or may in the future derive independent economic value from not being generally known to other persons who can obtain economic value from its disclosure or use.
- (e) Vendor information of the Company, such as:
- (i) the identities of suppliers of items tailored or designed for the Company's business;
 - (ii) details of commercial arrangements and negotiations;
 - (iii) identities and contact information of specific individuals with whom the Company has interacted at supplier businesses; and
 - (iv) other vendor information if the information actually derives or may in the future derive independent economic value from not being generally known to other persons who can obtain economic value from its disclosure or use.
- (f) Financial information of the Company, such as:
- (i) internal management reports;
 - (ii) financial statements;
 - (iii) projections;
 - (iv) business plans; and
 - (v) any other financial information if the information actually derives or may in the future derive independent economic value from not being generally known to other persons who can obtain economic value from its disclosure or use.
- (g) Employee information of the Company, such as:
- (i) personnel records;
 - (ii) medical and other personal information; and
 - (iii) other employee information if the information actually derives or may in the future derive independent economic value from not being generally known to other persons who can obtain economic value from its disclosure or use.
- (h) Other non-public information of the Company, such as:
- (i) confidential communications with Company attorneys and persons engaged by Company counsel on behalf of the Company;
 - (ii) confidential information disclosed to me in contemplation of my service to the Company;
 - (iii) information labeled or otherwise treated as "secret," "proprietary," or "confidential"; and

- (iv) any other information if the information actually derives or may in the future derive independent economic value from not being generally known to other persons who can obtain economic value from its disclosure or use and is subject to efforts by the Company to maintain its secrecy.

2.3. Purpose of this Agreement.

I acknowledge that:

- (a) the Company's confidential information is commercially and competitively valuable and is important to the success of the Company's business at all locations at which the Company does business;
- (b) the unauthorized use or disclosure of the Company's confidential information may cause irreparable harm to the Company;
- (c) by this Agreement, the Company is taking reasonable steps to protect its legitimate interest in its confidential information; and
- (d) the restrictions set forth in this Agreement are reasonably necessary to protect the Company's legitimate interest in its confidential information.

2.4. Compilations of Public Information.

Certain of the Company's confidential information may consist of compilations and analysis of information that is in the public domain or otherwise generally available, but that would not be meaningful unless assembled for the purpose of entering into the Company's business. I acknowledge that compiling information takes considerable time, effort, expense, and opportunity cost. I acknowledge that compiled public information is in fact confidential when the compilation itself is not generally known. I agree that I shall not use any of the Company's compiled public information to conduct or help others conduct the Company's business or any business similar to the Company's business.

2.5. Information I Develop or Discover.

I acknowledge that Company confidential information may include information that I learn, discover, or develop through my efforts on behalf of the Company or in connection with the Company's business.

2.6. My Promise to Return Company Property and Confidential Material.

When my service with the Company ends, I shall promptly give the Company all Company property (including all confidential information) that I then possess or control and I shall not make or keep any copies of any Company property or confidential information. I shall not take any confidential information with me when I leave. It does not matter what form the confidential information takes or how it manifests itself. At the Company's request from time to time, I will sign and deliver a certificate confirming in such detail as the Company may reasonably require that I understand my continuing obligations to the Company and that I have returned all Company confidential information and other Company property to the Company.

2.7. Confidential Information of Others.

I shall treat all information concerning the services the Company is performing for its customers as confidential information of the Company. I shall treat all confidential information disclosed to the Company by others as if such information were the Company's confidential information. I understand that the Company may allow such other persons to enforce this Agreement in their own names. I have not incorporated any copyrighted works, patented concepts, misappropriated trade secrets, or confidential information of any other persons into anything that I have created for the Company before the date of this Agreement. Except as the law allows, I will not incorporate any copyrighted works, patented concepts, misappropriated trade secrets, or confidential information of any other persons into anything that I create for the Company after the date of this Agreement without the Company's knowledge and consent, which I will obtain in writing. Except as the law allows, I will not use copyrighted works, patented concepts, misappropriated trade secrets, or confidential information of any other persons that I learn from anything that I review as part of my service to the Company after the date of this Agreement without the Company's knowledge and consent, which I will obtain in writing.

2.8. Existing Confidentiality Obligations.

I have listed on Exhibit A all previous employers and other persons with whom I have confidentiality agreements or any form of restrictive covenant. I understand that failure to disclose all such obligations is grounds for discipline, including termination.

2.9. Post-Employment/Engagement Duties.

I shall protect the confidentiality of the Company's confidential information, even after I stop performing services for the Company, for as long as the information remains confidential.

2.10. Future Service to the Company.

If my service with the Company ends and the Company later employs/engages me again, then this Agreement shall apply to my later service.

3. LOYALTY TO THE COMPANY

3.1. Work for Self or Others.

If I am a full-time employee, OR SHAREHOLDER of the Company, I shall devote all of my working time solely to the Company. I may, however, hold other jobs that do not interfere with my duties to the Company and that do not concern the Company's present or future businesses, if approved by the Chief Executive Officer and Chief Operating Officer. I may also be self-employed if my self-employment does not interfere with my duties to the Company and does not concern the Company's present or future business if approved by the Chief Executive Officer and the Chief Operating Officer. I shall disclose all of my other business activities to the Company in writing before undertaking them. If I am a part-time employee or an independent contractor for the Company, I shall not hold other jobs or accept other engagements that interfere with my obligations to the Company or that concern the Company's present or presently contemplated businesses. No business activity I undertake will be deemed to violate this Agreement if I have received the Company's written permission to pursue the activity. The Company shall not withhold permission unreasonably.

3.2. Conflicts of Interest.

I understand that if I am an employee, shareholder, or independent contractor, I must be loyal to the Company. For so long as I am servicing the Company in any capacity or a shareholder of the company, I will not, without the Company's prior written consent:

- (a) provide services of any kind to any competitor of the Company;
- (b) do business with the Company in a way that obscures my interest in the transaction;
- (c) use Company information, property, or resources for my personal benefit; or
- (d) accept from or offer to any vendor or customer of the Company any gift, entertainment, favor, or payment that is, or could appear to be, improper or embarrassing to the Company.
- (e) become or continue self employed business on my own that competes in any way with the Company or provide a service in any way similar in nature to the Company to any customers of mine or the Company.

I shall abide by any conflict of interest rules and procedures the Company may adopt from time to time. I shall notify my supervisor whenever it may appear that I have a conflict of interest with the Company.

4. NON-SOLICITATION

4.1. Non-Solicitation of Employees.

To the extent the law allows, and to protect the Company's confidential information, until twenty four (24) months after the termination of my service for any reason, I shall not:

- (a) without the prior written consent of the Company, directly or indirectly solicit for employment or advise or recommend to any other person that such other person employ or solicit for employment, any full-time employee of the Company and/or its affiliates during the period of such person's employment by the Company; or
- (b) induce or attempt to induce any officer, consultant, full-time or part-time employee, agent, or independent contractor to leave the employ of the Company or to cease providing the services such person is then providing or expected to provide to the Company.

4.2. Non-Solicitation of Customers.

To the extent the law allows, until thirty six (36) months after the termination of my service for any reason, I shall not, directly or indirectly, solicit the business of any Customer (as defined in Section 4.3):

- (a) about whom I obtain confidential information during my service; or
- (b) with whom I become familiar or identify through the use of confidential information.

4.3. "Customer."

"Customer" means a person or entity:

- (a) that purchases goods or services from the Company at any time during my service;
 - (b) that the Company specifically targets as a potential Customer at any time during my service;
- or

- (c) is an employee or agent of a Customer at any time during my service.
- (d) includes leads, potential persons or entities that may do business with the Company, or lists purchased by the Company for exclusive use by the Company, tradeshow leads, and any person or entity that promises or obliges to purchase the goods and/or services of the company now or in the future.

5. DISCLOSURE OF INVENTIONS

5.1. Meaning of “Invent.”

I intend that the word “invent,” as used in this Agreement, be understood in its broadest sense to include anything I invent, make, or conceive with respect to which the law may provide an intellectual property right, whether patent, copyright, trademark, mask work, trade secret, or otherwise.

5.2. Record Keeping.

I shall keep complete records of everything I invent and of all the research I perform. I shall keep these records in a secure location that is accessible to authorized Company personnel and otherwise in accordance with Company policy. These records shall belong to the Company.

5.3. My Duty to Disclose.

I shall disclose anything I invent promptly in writing to my immediate supervisor and the president of the Company, even if I think the invention is outside the scope of Section 6.2. If the invention is outside the scope of Section 6.2, the Company shall hold the invention subject to the same obligation of confidentiality that Article 1 imposes on me.

6. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

6.1. Work for Hire.

I agree that any copyrights I may create in connection with my service to the Company shall constitute “works made for hire” within the meaning of the People’s Republic of China and the United States copyright laws to the extent permitted by such laws.

6.2. Assignment.

To the fullest extent possible under California Labor Code sections 2870-2872 (reproduced at Section 6.5), I shall assign, and hereby do assign, to the Company all of my intellectual property rights in everything I invent while I work for the Company that:

- (a) relates in any manner to the actual or demonstrably anticipated business of the Company, or
- (b) results from or is suggested by my work on behalf of the Company, including without limitation the right to sue and recover any sums now or hereafter due or payable with respect to the assigned intellectual property rights.

All such intellectual property rights are the sole property of the Company. This Agreement is made in consideration for the Company’s agreement to employ/engage me or to continue my service. Subject to Section 6.5, I shall not contest the Company’s rights in anything I invent after the date of this Agreement based on any claim I may have against the Company that arises after

the date of this Agreement. I waive and agree not to assert any moral or residual rights I may have in anything I have assigned under this Agreement. The Company may exercise and license all such assigned intellectual property rights, including without limitation the right to use, deal with, publicly perform, communicate, reproduce, transmit, publish, exhibit, modify, or adapt a copyrighted work with or without attribution of authorship and regardless of any possible prejudice to my rights in the copyrighted work. I confirm that if in the future there is any question about whether I have assigned the foregoing to the Company, I shall assign the foregoing to the Company again at the Company's request.

6.3. Definition of Inventions.

My inventions include, among other things, software programs, ideas, improvements, designs, works of authorship, and discoveries, whether or not they are patentable or copyrightable, whether or not they are reduced to practice, and whether or not I make them myself or with others. My inventions also include any patent rights, copyrights, or other rights that may be associated with my inventions.

6.4. Warranties.

Unless the Company and I expressly agree otherwise, any materials I develop for the Company shall:

- (a) be original;
- (b) not previously have been published;
- (c) not violate or infringe any personal or property rights of others;
- (d) not infringe any copyright, whether common law or statutory, domestic or international; and
- (e) not be libelous or otherwise illegal.

6.5. Exceptions.

Regardless of where I am employed, I do not assign to the Company my rights in any invention that would qualify for protection under Section 2870 of the California Labor Code if Section 2870 applied to my employment. Section 2870 provides as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being

required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I acknowledge that:

- (a) the foregoing constitutes written notice to me, pursuant to Section 2872 of the California Labor Code to the extent it applies, that Section 2870 may protect some of my rights in my inventions; and
- (b) giving this notice does not imply that I am an employee of the Company for the purpose of this statute or any other purpose.

6.6. Written Assignments.

I shall, if the Company requests, promptly execute a written assignment of title to the Company for any intellectual property right I acquire that is assignable pursuant to this Agreement.

6.7. Further Actions.

I shall execute such papers and take such lawful actions as the Company may request to assign to the Company all of the things I am required to assign to the Company under this Agreement. I shall also help the Company (or its nominee) in every reasonable way to obtain, maintain, and enforce patents, copyrights, or other registrations of rights I assign to the Company. I shall do all of the foregoing (without charge to the Company but at the Company's expense) even if I am not then in the service of the Company. I hereby appoint the Company as my attorney-in-fact, with power of substitution, to perform the foregoing acts and execute the foregoing documents on my behalf.

7. PRIOR INVENTIONS

7.1. Inventions Made in Anticipation of My Service.

For good and valuable consideration the receipt of which is hereby acknowledged, I hereby assign to the Company all of my intellectual property rights in everything I have invented in contemplation of the anticipated business of the Company that relates in any manner to the actual or anticipated business of the Company including without limitation any right to sue and recover any sums due or payable with respect to assigned intellectual property rights. I waive and agree not to assert any moral or residual rights I may have in anything I have assigned under this Agreement. The Company may exercise all rights with respect to an assigned work, including without limitation the right to use, deal with, publicly perform, communicate, reproduce, transmit, publish, exhibit, modify, or adapt a copyrighted work with or without attribution of authorship and regardless of any possible prejudice to my rights in the copyrighted work. I represent that none of the property assigned pursuant to this Section 7.1 is subject to the exception set forth at Section 6.5. I also confirm that if in the future there is any question about whether I have assigned the foregoing to the Company, I shall assign the foregoing to the Company again at the Company's request.

7.2. Notice of Prior Inventions.

Except as provided in Section 7.1, I am not assigning to the Company my rights in anything I have reduced to practice before the Company employed/engaged me. To preclude any

misunderstanding, the Company has given me the opportunity to describe all pre-employment intellectual property rights that I claim on Exhibit B. If applicable, I have set forth the numbers of any patents and patent applications and a brief description of all unpatented inventions in which I have rights. I assume the risk that I will not be able to prove that I created or have rights in any given invention not listed on Exhibit B. The Company's acceptance of this Agreement does not constitute the Company's agreement that I have reduced the described invention to practice.

7.3. My Duty to Avoid Conflicts.

I shall notify the Company in writing before I do anything on behalf of the Company that might threaten or conflict with my rights in any of my inventions. If I do not so notify the Company, I shall not make any claims against the Company with respect to any such rights.

7.4. License.

I hereby grant to the Company a license to fully exploit and exercise any copyright, patentable concept, or other intellectual property right I may own that:

- (a) I have used in the course of my service to the Company;
- (b) helps the Company obtain the benefit of my services to the Company; and
- (c) I have not otherwise assigned and am not otherwise obligated to assign to the Company.

The license granted above is perpetual, irrevocable, worldwide, royalty-free, non-exclusive, transferable, and sublicensable.

8. COMPUTER USE

8.1. No Privacy.

I do not expect my use of Company computers, or the Company's computer network, to be private. I acknowledge that the Company may monitor Company computer and network use and view data stored on Company computers or transmitted using the network without notice to me. I also do not expect that any Company Confidential Information, or any communications involving Company matters, including, without limitation, text messages, electronic mails, contact information, or documentation, stored on any personal communication device I may own to be private as against the Company. I acknowledge and agree that the Company can review any such Confidential Information stored on any personal communication device I may own and that I will delete all such Confidential Information from any personal communication device I may own at the Company's request.

8.2. Voice Mail.

The Company's voice mail system, and any cellular phone issued to you, is a computer to which Section 8.1 applies. I acknowledge that the Company may listen to voice mail messages stored on the Company's voice mail system, and may review any electronic mail, text, voice, or other communications transmitted or stored on a Company issued cellular phone, without prior notice to me.

8.3. Password Protection.

I will not password protect any Company computer file in a manner that would hinder the Company's use of the file in my absence. I will, however, password protect any personal communication device I may own on which is stored any Company Confidential Information.

8.4. Prohibited Activities.

I will not use Company computers or Internet access to:

- (a) disseminate chain letters;
- (b) transmit unlawful, harassing, or offensive information;
- (c) access material that is rude, pornographic, discriminatory, offensive, or in poor taste;
- (d) send or receive an unreasonable number of text messages for any non-Company purpose;
- (e) install any software on a Company computer without first consulting my supervisor or the Company's information technology manager or Chief Operating Officer;
- (f) use any Company computer or computer network to operate any business other than Company business; or
- (g) allow my personal use of e-mail, text messaging, and internet access to interfere with the performance of my duties on behalf of the Company.

9. MEDIATION AND ARBITRATION

9.1. Mediation.

I shall use reasonable good faith efforts to resolve any dispute relating to this Agreement or my services to the Company by negotiations or mediation. Either the Company or I may initiate formal mediation.

9.2. Arbitration.

If negotiation and mediation fail, either the Company or I may submit the dispute to final and binding arbitration.

9.3. Scope of Mediation and Arbitration.

My promises to mediate and arbitrate extend to any dispute I may have with any employee, officer, director, shareholder, benefit plan administrator or trustee, or other person relating to actions or omissions by the person alleged to have been performed or omitted on behalf of or in the service of the Company. My promises to mediate and arbitrate also extend to any rights I may have under Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, the Age Discrimination In Employment Act of 1967, the Older Workers Benefit Protection Act, the California Fair Employment And Housing Act, the California Labor Code, and any other state or federal statute, and to claims for harassment, unlawful discrimination, and wrongful termination. While in China, the above-mentioned laws similar in nature of the People's Republic of China will govern this Agreement.

9.4. Rules.

Mediation and arbitration shall be pursuant to the JAMS Employment Mediation/Arbitration Rules in effect at the time of filing for mediation or arbitration. Arbitration shall be subject to the JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness or its successor as in effect at the time. The conduct of any arbitration and the award of the arbitrator shall be enforceable according to applicable law. The parties shall share the cost of mediation and arbitration equally. The arbitrator shall not have the power to award punitive, consequential, indirect, or special damages.

9.5. Default.

A party who fails to participate in a negotiation, mediation, or arbitration instituted under this Article 9 shall be deemed to have defaulted. The non-defaulting party may enter and enforce the default in the same manner as a default in a civil lawsuit.

9.6. Administrative Claims.

I shall not pursue any administrative claim against the Company with any governmental body (e.g., the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, or the Workers' Compensation Board). I shall mediate and arbitrate any claims I may wish to make as contemplated in this Article 9 once I have exhausted my administrative remedies, rather than attempt to pursue my remedies in a civil court.

9.7. Waiver of Right to Jury Trial.

I UNDERSTAND, ACKNOWLEDGE AND AGREE THAT I AM WAIVING MY RIGHT TO BRING ANY CLAIM RELATING TO THIS AGREEMENT OR MY SERVICES TO THE COMPANY IN COURT, AND TO HAVE A JUDGE OR JURY TRIAL TO DECIDE ANY SUCH CLAIM. I HAVE HAD THE OPPORTUNITY CONSULT COUNSEL CONCERNING THIS AGREEMENT.

9.8. Preliminary Remedies.

Either the Company or I may apply either to a court of competent jurisdiction, or to an arbitrator if one has been appointed, for prejudgment remedies and emergency relief pending final determination of a claim in accordance with this Article 9. The appointment of an arbitrator does not preclude a party from seeking prejudgment remedies and emergency relief from a court of competent jurisdiction.

10. MISCELLANEOUS

10.1. Government and Other Contracts.

From time to time, the United States or People's Republic of China government or other persons may obligate or restrict the Company with respect to things the Company or its employees invent or with respect to the confidential nature of such work. I shall observe all such obligations and restrictions.

10.2. Specific Performance.

I agree that it will be impossible to measure in money the damage to the Company or to me if either the Company or I fail to comply with any of the provisions of this Agreement, and that an

award of money by itself will not be sufficient to make either of us whole. I agree that every provision of this Agreement is material. I therefore agree that a party who is aggrieved under this Agreement shall be entitled to the issuance of an injunction or the enforcement of other equitable remedies against the other, without bond or other security, to compel performance of all of the terms of this Agreement. The Company and I each waive any defenses to the availability of an equitable remedy, including without limitation the defenses of failure of consideration, breach of any other provision of this Agreement, and availability of relief in damages.

10.3. Severability.

I acknowledge that no provision of this Agreement is so important that the parties would not have made this Agreement in its absence. If any provision of this Agreement is unenforceable in a given circumstance, the parties intend that the remainder of this Agreement and application of the provision in other circumstances continue without impairment. If necessary, the parties shall in good faith negotiate an enforceable substitute for any unenforceable provision that most nearly reflects the parties' original intent in entering into this Agreement.

10.4. Titles, Captions, and Recitals.

Article, Section, and subsection titles and captions contained in this Agreement, and the title of the Agreement itself, are inserted as a matter of convenience and for reference and do not define, limit, extend, or describe the scope of this Agreement or the intent of any of its provisions.

10.5. No Effect on Other Terms of My Service.

I understand that this Agreement does not restrict or limit the Company's right to terminate my service, which is terminable at will unless the Company and I have agreed otherwise in a signed written statement authorized by the Company's Board of Directors.

10.6. Jurisdiction Over This Agreement.

Jurisdiction of this agreement is set to be within the state of California, the county of Santa Clara, the city of San Jose while in the United States or Beijing, Capital City, People's Republic of China while operating within China.

IN WITNESS WHEREOF, I have signed these Additional Terms of Service Agreement effective as of the first date of my service by Tong Xin Tong Xing Legal Studies Limited. For convenience of reference, the date of this Agreement is the date first set forth above.

(sign name)

(print name)

EXHIBIT A

CONFIDENTIALITY OBLIGATIONS WITH OTHERS

EXHIBIT B
PRIOR INVENTIONS