No.: IN200519022

Factoring Contract

Party A: VTeam Financial Service Group Corp.

Party B: Jiangsu Jiutian Supply Chain Management Co., Ltd.

Special Notices

To maintain the company's/your lawful rights and interests, please carefully read the following contents and confirm the relevant facts before signing this Contract:

1. The materials submitted by the company/you are authentic, complete, legal and valid, without any false records, misleading statements or major omissions.

2. The company/you has/have carefully reviewed all the terms and conditions of this Contract, especially those in bold letters and fully understood the meanings thereof and legal consequences arising therefrom.

3. The company/you has/have the right to propose modifications to this Contract before it is signed. Upon execution of this Contract, the company/you must exercise the rights and actively perform obligations hereunder.

4. To protect the company's/your interests, the company/you shall inform us in writing of any changes in the company's/your domicile, mailing address, contact number, business scope, legal representative or other matters within ten days after such change.

5. If the company/you has/have any questions about this Contract and relevant matters, please feel free to consult us.

Factoring Contract

No.: IN200519022

Party A: VTeam Financial Service Group Corp.

Domicile: 42F, Building C, Beijing Yintai Center, No.2 Jian guo men wai Ave., Beijing, China

Post Code: 100020

Legal Representative: Typhoon Wen

Party B: Jiangsu Jiutian Supply Chain Management Co., Ltd.

Domicile: Room 705, 7th floor, C1 building, Danyang hi tech Innovation Park, China

Post Code:

Legal Representative: Liu Wei

WHEREAS,

(1) Party B and the Buyer (hereinafter referred to as the "Buyer", as shown in the Credit Limit Approval/Change Notice) have signed or will sign a purchase and sales contract, labor service contract or other creditor's rights contracts (hereinafter referred to as the "Basic Contract"), according to which, Party B shall provide the Buyer with commodities or labor services, and thus the creditor's rights of accounts receivable, where Party B has the right to request the Buyer to pay a certain amount of money on a certain payment date under the Basic Contract, have been or will be formed;

(2) Party A will provide Party B with the accounts receivable management and factoring advance(financing) services pre-conditioned upon Party B's assignment of its accounts receivable as specified in the preceding item (1) to Party A.

(3) All assignments hereunder shall be the assignments of rights and interests under the Basic Contract, and any obligations that shall be assumed by Party B under the Basic Contract shall not be assigned together with the accounts receivable, and shall still be assumed by Party B.

The parties enter into the following Contract on matters concerning the assignment of accounts receivable through amicable negotiation:

I. Terms and Definitions

1. Factoring

1.1 "Recourse Factoring" means that Party A does not assume any credit risks of the Buyer, and Party B shall unconditionally assume the obligation to repay the relevant advance(financing) on the due date.

1.2 "Non-recourse Factoring" means that Party A assumes the Buyer's credit risk according to the following provisions of this Contract.

2. "Qualified Account Receivable" means an account receivable which is assigned by Party B to Party A and meets the following conditions simultaneously: (1) it arises from the real and legal underlying transaction; (2) it is legally owned by Party B and may be assigned according to law, without falling under any circumstance where the assignment is prohibited by laws, regulations, and/or the Basic Contract, and Party B has obtained all approvals for or consent to such assignment; (3) it is neither pledged or created with trust or any other third-party rights and interests nor assigned to any third party, without falling under any circumstances where any third party claims the right of offset, right of subrogation, etc., or any legal enforcement is taken against it, and it is free from any defects of right; (4) the Basic Contract is legal and valid, and Party B has performed its contractual obligations under the Basic Contract and will continuously perform its obligations thereunder; (5) there is no dispute arising between Party B and the Buyer out of the performance of the Basic Contract; (6) the certificate of the creditor's right of the account receivable is true, complete and valid; and (7) other conditions as required by Party A. Party A may provide factoring advance(financing) for Qualified Accounts Receivable as agreed to herein.

3. "Unqualified Account Receivable" means an account receivable that does not meet the conditions of Qualified Accounts Receivable; upon occurrence of any circumstances as specified herein, Party A's obligation to assume risks arising from such account receivable shall be terminated, and Party B shall immediately pay off the principal and interest of advance(financing) if Party A has provided the advance(financing) service (regardless of whether or not such account receivable was deemed as a Qualified Account Receivable).

4. "Re-assignment of Accounts Receivable" means that in the Recourse Factoring, Party B has the obligation to unconditionally re-assign the accounts receivable assigned to Party A at the agreed upon re-assignment price upon the occurrence of any circumstances as specified herein. After Party B fulfills its re-assignment obligations to Party A, Party A will assign the assigned accounts receivable back to Party B.

II. Business Type of Factoring

1. The parties agree that the Business Type of Factoring hereunder shall be in item (2).

(1) Recourse Factoring

(2) Non-recourse Factoring

III. Assignment of Accounts Receivable

1. The parties agree that the accounts receivable hereunder shall be assigned according to the following method as set forth in item (1).

(1) Full assignment of accounts receivable:

From the effective date of this Contract, Party B transfers all (including current and future) accounts receivable from the Buyer to Party A. If Party B is a legal entity duly incorporated and validly existing in China (excluding Hong Kong Special Administrative Region, Macao Special Administrative Region, and Taiwan), Party A may determine whether or not to handle the registration of the assignment of accounts receivable in an officially established, required or approved registration publicity system, and Party B undertakes to unconditionally cooperate (including but not limited to signing a relevant registration contract with Party A according to Party A's requirements).

(2) Partial assignment of accounts receivable:

Party B agrees to assign part of the accounts receivable arising from the actual performance of the Basic Contract between Party B and the Buyer, totaling USD _____ (in words: USD _____ Only) (in case of any inconsistencies between the amounts in words and in figures, the amount in words shall prevail, similarly hereinafter), to Party A for applying to Party A for factoring advance(financing).

2. After Party B assigns the accounts receivable to Party A, Party A shall enjoy the full creditor's rights of

such accounts receivable and the ancillary rights thereof (the ancillary rights mean the security interest, lien, insurance interest, title to instruments, and other rights obtained due to such accounts receivable).

3. Party B clearly understands and agrees that Party A may determine, at its sole discretion, whether to provide the advance(financing) service for the assigned accounts receivable. For Unqualified Accounts Receivable announced by Party A, Party A's obligation to assume risks arising from relevant accounts receivable shall be terminated or for the accounts receivable required to be assigned back to Party B, Party B shall immediately and unconditionally pay off the principal and interest.

IV. Application for Factoring Advance(Financing)

1. From the signing date of this Contract, Party B may file an application for assignment of accounts receivable and factoring advance(financing) according to the format and mode of service as specified in the Application Form for Assignment of Accounts Receivable and Factoring Advance(Financing). Party B has fully understood and acknowledged the information of accounts receivable provided by the Buyer to Party A, and ensures the authenticity, validity, accuracy and integrity of relevant information. In no case should the assignment of accounts receivable be construed as Party A's undertaking of any obligation or responsibility of Party B and the Buyer under the Basic Contract.

2. Regarding all accounts receivable assigned by Party B to Party A, the payments collected shall be used in priority to pay off all accounts payable to Party A (including but not limited to the interest of factoring advance(financing) and liquidated damages under any account receivable and other expenses payable to Party A), regardless of whether or not the accounts receivable financing has been made upon approval by Party B.

V. Factoring Advance(Financing)

1. For Qualified Accounts Receivable which have been assigned to Party A and for which Party A agrees to provide the factoring advance(financing) service, Party B may send an application for disbursement of factoring advance(financing) to Party A.

Factoring advance(financing) which may be disbursed to Party B = Full amount of the Qualified Accounts Receivable x advance(financing) ratio.

Notwithstanding the foregoing, the sum of the factoring advance(financing) which may be disbursed to Party B and the factoring advance(financing) which has been disbursed but not repaid shall not exceed the maximum amount of factoring advance(financing) approved by Party A.

2. Party B understands and agrees that Party A has the right to unilaterally change the approved credit limit for the Buyer, maximum amount of factoring advance(financing) and disbursement ratio of factoring advance(financing) at any time based on any changes in the Buyer's or Party B's credit standing and the Buyer's payment records (such changes include but are not limited to increasing or reducing the credit

limit, extending or shortening the validity period of the credit limit, canceling the credit limit, and increasing or reducing the disbursement ratio of factoring advance(financing)). The Buyer's credit limit, maximum amount of factoring advance(financing) and other changes approved or adjusted by Party A shall come into effect from the date when Party A or its authorized operation center issues a Credit Limit Approval/Change Notice.

3. Party B clearly understands and agrees that Party A has the right to determine whether or not to accept Party B's application for disbursement of factoring advance(financing) and whether or not to provide factoring advance(financing) for Qualified Accounts Receivable.

4. Under any circumstances, if the credit limit currency is inconsistent with the invoice currency, advance(financing) currency or the Buyer's payment currency, Party A has the right to make the conversion at a relevant exchange rate determined by the bank over the same period. If the total amount of advance(financing) occupied exceeds the aforesaid maximum amount of advance(financing) at any time due to any changes in exchange rate, Party A has the right to request Party B to immediately repay the excess portion. If Party B's repayment currency is inconsistent with the advance(financing) currency, Party A has the right to require Party B to buy foreign exchange for repayment at a relevant exchange rate determined by the bank over the same period, with Party B bearing the exchange rate risk.

5. Party A will remit the factoring advance(financing) to the following account designated by Party B:

Account Name:
Account No.:
Bank of Deposit:

VI. Payment after the Buyer's Payment

1. Special factoring advance(financing) account

The parties agree that the special factoring advance(financing) account hereunder shall be opened and used according to the following method as set forth in item (2):

(1) Party B opens a special factoring advance(financing) account as described below with a bank designated by Party A, and accepts Party A's supervision arrangements for such special account. Party B undertakes that, without Party A's written consent, Party B shall not notify the Buyer of any changes in the account number, account name, bank of deposit, settlement account and other information of the special factoring advance(financing) account; use of online banking and external settlement; or disposal of the funds in the special factoring advance(financing) account in any way.

Account Name:_____
Bank of Deposit:_____
Swift Code:_____
Account No.:_____

(2) Party A opens a special factoring advance(financing) account as described below. If Party A changes the special factoring advance(financing) account, it shall notify Party B in writing of the same.

Account Name: VTeam Financial Service Group Corp.
Bank of Deposit: KGI Bank
Swift Code: CDIBTWTP
Account No.: 018567153217

2. Within the term of this Contract, Party B undertakes that the sales settlement with the Buyer may be handled only through the special factoring advance(financing) account, and that such special account is the sole settlement account between the Buyer and Party B. Without the joint written consent of Party A and Party B, Party B shall not unilaterally inform the Buyer of any changes in the settlement account.

3. The Buyer will remit all payables to Party B to the special factoring advance(financing) account through bank transfer for paying off the factoring advance(financing) granted by Party A to Party B.

4. Regarding any payments remitted by the Buyer to the special factoring advance(financing) account, Party A has the right to use such payment to pay off the account receivable that Party A deems necessary to be paid off first, regardless of whether or not the Buyer has specified the account receivable to be paid off with such payment. For the avoidance of doubt, Party A has the right (but no obligation) to first use such payment to offset the factoring advance(financing) paid by Party A to Party B under any account receivable, and the outstanding interest of the factoring advance(financing), outstanding account receivable management fee (if any), liquidated damages for overdue payment (if any), and other expenses receivable by Party A, regardless of whether or not the designated account receivable to be paid off with such payment is a Qualified Account Receivable (even if the Buyer specifies at the time of payment that such payment is used to pay off an Unqualified Account Receivable), and regardless of whether or not Party A has provided Party B with factoring advance(financing) under the designated account receivable to be paid off with such payment. Party A will transfer the balance (if any) to Party B's general settlement account.

Party B understands and agrees that, if the factoring advance(financing) paid by Party A to Party B under any account receivable from the Buyer and the interest of the factoring advance(financing), liquidated damages for overdue payment, etc. fail to be paid in full and on time for whatever reasons, Party A has the right to request Party B to repay the same, and Party B undertakes not to raise any objections thereto and to unconditionally re-pay the same.

5. For any accounts receivable assigned to Party A, if Party B receives any cash, cheque, draft, promissory note or other payment instruments (hereinafter referred to as the "Cash or Payment Instruments") used for paying off such accounts receivable, Party B shall immediately notify Party A. Party B's receipt of the Cash or Payment Instruments shall be construed as the establishment of trust relationship between Party A and Party B, where Party A is the trustor and beneficiary, Party B is the unpaid trustee, and Party B holds such Cash or Payment Instruments (hereinafter referred to as the "Trust Property") in the interest of Party A. The Cash or Payment Instruments shall automatically become

Party A's property from the date when Party B receives the accounts receivable in the form of Cash or Payment Instruments from the debtor. Party B shall immediately transfer relevant money to Party A or endorse over relevant instrument (or pay the fund after cashing the instrument) to Party A.

Where the Trust Property is affected before being transferred to Party A due to the fact that Party B applies (is applied) for bankruptcy, any third party claims rights against Party B or the juridical authority takes enforcement measures against Party B, etc., Party B shall immediately notify Party A of the same and actively claim that the Trust Property and related rights belong to Party A, and provide other cooperation as required by Party A, to ensure that Party A may realize its rights over the Trust Property.

In the event of any loss of the Trust Property as a result of Party B's failure to fulfill its responsibilities as a trustee, Party B shall be fully liable for compensation for such loss to Party A. If Party B fails to transfer the Trust Property to Party A in a timely manner, in the Recourse Factoring, Party A has the right to request Party B to repurchase the accounts receivable as agreed herein; in the Non-recourse Factoring, Party A's obligation to assume the risks arising from the accounts receivable shall be terminated, and Party B shall immediately pay off the principal and advance(financing) interest if Party A has provided the advance(financing) service.

Other trust matters not referred to in this Article shall be subject to the provisions of the Trust Law of the People's Republic of China.

VII. Re-assignment and Exceptions of Non-recourse Factoring

1. Regarding the Recourse Factoring, under any of the following circumstances, Party A has the right to immediately request Party B to re-assign relevant accounts receivable, and Party B has the obligation to unconditionally perform the re-assignment obligation at the re-assignment price as specified in Paragraph 2 of this Article immediately upon receipt of a notice from Party A or within a grace period agreed to by Party A:

(1) The Buyer raises a dispute over the accounts receivable (regardless of the reasons for such dispute, and regardless of whether or not the result of such dispute is in favor of Party B);

(2) Party A fails to receive the full payment on the due date of the assigned accounts receivable for whatever reasons (including but not limited to the Buyer's filing of a dispute over the accounts receivable and the Buyer's rejection to make payment for any reasons);

(3) Any representations or warranties made by Party B under Article IX hereof are false, inaccurate or missing;

(4) Party B violates or fails to fulfill any undertakings made under Article X hereof;

(5) Party B commits any breach of this Contract as specified in Article XI hereof;

(6) Party B or the Buyer falls under any circumstances where Party A deems that the recovery of the accounts receivable may be affected; or

(7) Other circumstances where Party A may request Party B to perform the re-assignment obligation

under this Contract.

2. Where Party A requests Party B to re-assign the accounts receivable as agreed to herein, Party B shall have the obligation to immediately re-assign them at the following repurchase price: repurchase price = factoring advance(financing) provided by Party A - partial accounts receivable collected from the Buyer + outstanding interest of the factoring advance(financing) + other outstanding expenses receivable by Party A (including but not limited to the actual expenses incurred by Party A from recourse).

Party A has the right to demand payment of such money from Party B by any means, and Party B warrants that it will not raise a plea for any reasons and will assume all expenses incurred by Party A therefrom. Before Party B makes full payment of such money or fully fulfills its repurchase obligation, Party A shall still be the creditor of the accounts receivable and have all rights over such accounts receivable. After Party B fulfills its repurchase obligation, Party A will assign the accounts receivable back to Party B.

3. Regarding the Non-recourse Factoring, under any of the following circumstances, Party A's obligation to assume risks arising from the accounts receivable shall be terminated, and Party B shall immediately pay off the principal and interest of advance(financing) if Party A has provided the advance(financing) service:

(1) Party B fails to observe its representations, warranties or undertakings made hereunder;

(2) Party B fails to perform its due obligations hereunder;

(3) The Buyer directly pays the accounts receivable to Party B prior to the due date thereof, and Party B fails to inform Party A of the same or to return relevant money to Party A in a timely manner;

(4) Where the discount proposed by the Buyer under the Basic Contract, including but not limited to the price difference discount proposed by the Buyer within the grace period after the price is determined, is accepted by Party B, Party B shall obtain a prior written consent from Party A, and first pay the price difference proposed to be approved to Party A for paying off the principal and interest of advance(financing) in advance; or

(5) The assignment hereunder becomes illegal due to any changes in laws applicable to this Contract, or Party A is unable to exercise or perform any of its rights or obligations hereunder due to policies or orders of China or the People's Bank of China.

Principal and interest of advance(financing) that shall be immediately paid off by Party B = factoring advance(financing) provided by Party A - partial accounts receivable collected from the Buyer + outstanding interest of the factoring advance(financing) + other outstanding expenses receivable by Party A (including but not limited to the actual expenses incurred by Party A from recourse).

Party A has the right to demand payment of such money from Party B by any means, and Party B warrants that it will not raise a plead for any reasons, and will assume all expenses incurred by Party A therefrom.

VIII. Factoring Service Fees and Collection Method

1. Interest of factoring advance(financing): Party A will collect the factoring advance(financing) interest from the disbursement date of the factoring advance(financing), and such interest (including liquidated damages for overdue payment) shall accrue until the date (exclusive) when Party A recovers the full accounts receivable;

2. Management fee and handling fee:

The management fee shall be collected by Party A at certain percent (%) of each account receivable (the rate is as shown in the Credit Limit Approval/Change Notice), which will be offset against the payables by Party A to Party B.

The handling fee shall be collected by Party A based on the number of disbursements (as shown in the Credit Limit Approval/Change Notice).

3. Liquidated damages for overdue payment: where Party B fails to repay such money in full and on time, falling under the circumstance of delayed payment of the factoring advance(financing), Party B shall pay Party A liquidated damages for each day of delay, until Party A recovers the full amount. Calculation method: liquidated damages for overdue payment = overdue payment x rate of liquidated damages x days of delay, where, the rate of liquidated damages is 0.1%.

IX. Guarantee

1. The parties agree that the guarantee method hereunder shall be that as set forth in item (_____) (notes: one or more of guarantee measures may be taken simultaneously):

(1) Party B designates _____ as its joint guarantor, to provide a guarantee for all payment obligations of Party B hereunder, including but not limited to: in the Recourse Factoring, Party B's obligation to re-assign the accounts receivable and pay Party A the re-assignment price, the factoring advance(financing) and other relevant expenses (including but not limited to interest of factoring advance(financing), factoring management fee and liquidated damages for overdue payment); in the Non-recourse Factoring, Party B's obligation to unconditionally re-pay the principal and interest in case of any Unqualified Account Receivable; Party B's compensation for any losses incurred by Party A arising from Party B's breach of this Contract, as well as all expenses incurred by Party A from the realization of such guarantee; the guarantor shall issue an irrevocable guarantee to Party A.

(2) Party B designates _____ to provide a guarantee for all payment obligations of Party B hereunder with _____ that the guarantor owns or legally has the right to dispose of as the mortgaged/pledge property, including but not limited to: in the Recourse Factoring, Party B's obligation to re-assign the accounts receivable and pay Party A the repurchase price, the factoring advance(financing) and other relevant expenses (including but not limited to interest of factoring advance(financing),

factoring management fee and liquidated damages for overdue payment); in the Non-recourse Factoring, Party B's obligation to unconditionally re-pay the principal and interest if any Unqualified Account Receivable occurs; Party B's compensation for any losses incurred by Party A arising from Party B's breach of this Contract, as well as all expenses incurred by Party A from the realization of such mortgage/pledge guarantee; the guarantor shall separately sign a mortgage/pledge contract as required by Party A.

(3) Other guarantee methods:_____.

2. Party B undertakes that it shall supervise and urge the guarantor to sign a guarantee document and complete the guarantee procedures. Where the guarantor fails to sign a guarantee document recognized by Party A or to complete the guarantee procedures, Party A shall have the right to refuse to provide Party B with the factoring advance(financing).

X. Party B's Representations and Warranties

Party B hereby makes the following representations and warranties to Party A:

1. Party B is a legal entity duly incorporated and validly existing under _____ law, and has the complete right, power, and authorization to sign this Contract and perform its obligations hereunder.

2. Party B's signing or performance of this Contract neither violates any laws, regulations, articles of association, or any other applicable or binding provisions, nor constitutes any breach of any contracts to which Party B serves as a party.

3. This Contract constitutes legal, valid and legally binding obligations of Party B.

4. Party B shall, in accordance with the requirements of this Contract and Party A, promptly provide Party A with all the relevant materials, documents and information and ensure that such materials, documents and information are valid, authentic, accurate and complete, without omitting any important facts; and there is no fraud, intentional act or negligence that will cause Party A to make false or incomplete judgments on the Buyer or Party B or the underlying transaction.

Where Party B and the Buyer have activated an electronic transaction information platform, Party B shall take the initiative to submit Party B's valid system account and password to Party A, and authorize Party A to use the same to view Party B's transaction information and other relevant credit information on the platform. Party B warrants that:

(1) It will activate or complete activating the using permission of the aforesaid platform for Party A;

(2) It will not transfer or authorize any third party (except for Party A) to use the aforesaid platform account and password without Party A's written consent;

(3) It will not change, terminate or cancel the aforesaid platform, or the system account and password of the platform, or services and permissions provided by the platform without written consent from Party A.

5. Party B warrants that business activities under the Basic Contract are within the normal business scope. Each account receivable assigned by Party B to Party A represents a real, legal and good-will

product (or service) sale transaction, which has not been conducted in sale-on-approval, proxy sale, and other similar ways. Party B warrants that the accounts receivable assigned to Party A are in normal and non-overdue status.

6. If Party B has a related relationship with the Buyer, Party B shall provide a written explanation to Party A. The related relationship includes but is not limited to affiliation, parent-subsidiary companies, controlling-controlled companies, holding-held companies, or under the common control or management by the same company/person/management/group.

7. Prior to the signing of this Contract, there are no controversies or other disputes between Party B and the Buyer in connection with the Basic Contract or this Contract, and Party B does not have any outstanding liabilities or contingent liabilities to the Buyer. No controversies or disputes arising between Party B and the Buyer in the future shall affect the normal performance of this Contract.

8. Party B undertakes to assign all rights over each of the accounts receivable to Party A, including any interest, liquidated damages and other expenses related to the accounts receivable and receivable from the Buyer. Party B agrees that Party A is entitled to all rights equal to those enjoyed by Party B before the assignment, including the mandatory collection rights, right of action, right of lien, right of stoppage in transit, endorsement right over negotiable instruments, re-assignment rights over the accounts receivable, and all other rights over the goods that may be rejected or returned by the Buyer when the payments for the goods are not received. In addition, Party B warrants that it does not have any obligations to the Buyer that have not been fully performed, or even if there are obligations that have not been fully performed, Party B is normally performing such obligations, or will perform the same in accordance with the Basic Contract (including but not limited to the payment of freight and provision of technical support to the Buyer). Party B warrants that such account receivable shall constitute an obligation binding upon and payable by the Buyer, and that the amount will not be offset, counter-claimed, used for compensation for any losses, written-off, retained or otherwise deducted.

9. Party B warrants to Party A that the assignment of accounts receivable to Party A is valid. The validity of the assignment of accounts receivable includes that the effect of the assignment of accounts receivable shall be able to withstand the claims of any third party and shall not be affected by Party B's bankruptcy.

10. Creditor rights of accounts receivable assigned by Party B are free of any defects of right, including but not limited to: any limitations (including but not limited to those specified by laws or contracts); Party B has never assigned or presented and will not assign or present the accounts receivable to any third party except for Party A; the accounts receivable have not been created with mortgage, pledge or any other forms of guarantee, or been set as trusted property; the accounts receivable will not be offset, counterclaimed, used for compensation for any losses, written-off, retained, or otherwise deducted; Party B has no right to dispose of the accounts receivable in any forms after assigning them to Party A (including but not limited to assignment, creation of mortgage, pledge or any forms of guarantee, or setting as trusted property). Party B warrants that the relevant accounts receivable will be fully paid

unconditionally by the Buyer on the due date.

11. The goods (or services) under the Basic Contract are free of any defects of rights, including but not limited to: they have not been and will not be created with mortgage, pledge, or any forms of guarantee; have not been and will not be set as any trusted property; have not been and will not be retained, detained, or sealed up by any related parties; and the ownership of the goods/services has not been and will not be retained by any parties in accordance with any contracts and agreements signed with Party B.

12. Party B warrants that, after the relevant accounts receivable are assigned to Party A and before they are assigned back to Party B hereunder, without Party A's prior written consent, Party B shall not reach any agreement with the Buyer on changing the Basic Contract or payment terms; Party B shall not accept any discount, commission or other similar grace or deduction arrangements proposed by the Buyer with respect to the relevant accounts receivable.

XI. Party B's Undertakings

1. Without Party A's consent, Party B shall not suspend, dissolve or change the Basic Contract or transfer its rights under this Contract or the Basic Contract. Without Party A's consent, Party B has no right to dispose of any accounts receivable assigned to Party A, including but not limited to handling, assignment, bestowal and pledge.

2. Where Party B finds any circumstances that seriously affect or may affect the recovery of the accounts receivable, it shall immediately notify Party A in writing from the date when it knows of the same and cooperate with Party A to take relevant remedies.

3. Where Party B changes its domicile, mailing address, business license, legal representative and other items registered with the administration for industry and commerce, it shall immediately notify Party A in writing upon such change. Where Party B knows that the Buyer changes its domicile, mailing address, business license, legal representative and other items registered with the administration for industry and commerce, it shall immediately notify Party A in writing upon knowing the same.

4. Where the Buyer or any third party takes recourse against Party A or Party A is required by the Buyer or the third party to assume any obligations or responsibilities within the term of this Contract or thereafter due to the assignment of accounts receivable to Party A hereunder, Party B agrees to assume the full responsibility and compensate Party A for any losses incurred therefrom.

5. Party B warrants that whenever Party B directly receives any payment or instrument from the Buyer or any third party for the accounts receivable assigned to Party A from any channels and in any ways, that is, when any indirect payment occurs, Party B shall immediately notify Party A and make payment or endorse over such instrument to Party A. Otherwise, for the Recourse Factoring, Party A will have the right to request Party B to re-assign the accounts receivable, refuse to continuously provide Party B with the factoring advance(financing), reduce and even cancel the maximum amount of factoring advance(financing) and offset such money against any payables to Party B; for the Non-recourse

Factoring, Party A's obligation to assume the risks arising from the accounts receivable shall be terminated, and Party B shall immediately pay off the principal and interest if Party A has provided the advance(financing) service.

6. Where Party A exercises its right as specified by the laws and/or contracts to take recourse against the Buyer by any way including but not limited to lawsuit, arbitration or application for enforcement, Party B shall take all necessary measures to assist Party A in exercising such right of recourse, including but not limited to filing a lawsuit in its own name, applying for arbitration or enforcement, or assisting Party A in participating in the lawsuit or arbitration, or in applying for enforcement and shall assume the actual expenses incurred by Party A.

XII. Event of Default and Treatment

1. Under any of the following circumstances, Party B shall be deemed to commit a breach of this Contract:

(1) Party B commits any of the following acts without Party A's consent, including but not limited to: conducting any form of enterprise restructuring including division, merger, contract management, etc.; disposing of its assets by way of leasing, sale, contracting, transfer, mortgage, etc.; reducing its registered capital, conducting re-organization or re-combination, or changing its shareholders or affiliation; providing guarantee in the interest of any third party or assuming any responsibility for any third-party debts and Party A deems that such act may result in the reduction of its credit standing;

(2) Party B falls under any of the following circumstances: it practices fraud, is dissolved, goes bankrupt, is reorganized, is in trust, commits a material breach of the contract signed with any third party, fails to perform its due debts or commits a material tort; all or part of its property is damaged, sealed up, detained, frozen, confiscated, auctioned, sold off, expropriated, or legally or illegally occupied by any third party; it receives any lawsuit, claim or sanction, or its debts is declared due in advance;

(3) Party B falls under any of the following circumstances: its operating conditions deteriorate; it transfers assets or withdraws capital to evade debts; it loses business reputation; other circumstances where it loses or may lose the ability to perform its debts;

(4) Party B falls under any of the following circumstances: any representations or warranties made by Party B under Article IX hereof are false, inaccurate or missing; Party B violates or fails to fulfill any undertakings made under Article X hereof;

(5) The Buyer commits any of the following acts, including but not limited to: conducting any form of enterprise re-structuring including division, merger, contract management, etc.; disposing of its assets by way of leasing, sale, contracting, transfer, mortgage, etc.; reducing its registered capital, conducting reorganization or recombination, or changing its shareholders or affiliation; providing guarantee in the interest of any third party or assuming any responsibility for any third-party debts, and Party A deems that such act may result in the reduction of its credit standing;

(6) The Buyer falls under any of the following circumstances: it practices fraud, is dissolved, goes bankrupt, is reorganized, is in trust, commits a material breach of the contract signed with any third party, fails to perform its due debts or commits a material tort; all or part of its property is damaged, sealed up, detained, frozen, confiscated, auctioned, sold off, expropriated, or legally or illegally occupied by any third party; it is the object of any lawsuit, claim or sanction, or its debts are declared due in advance; or

(7) The Buyer falls under any of the following circumstances: its operating conditions deteriorate; there is any substantial change in its main businesses or revenue sources; it transfers assets or withdraws capital to evade debts; it loses business reputation; other circumstances which may affect Party A's timely and full recovery of accounts receivable.

2. Where Party B commits a breach of this Contract, Party A shall have the right to take any of the following measures or any combination thereof:

(1) Reduce or cancel the maximum amount of factoring advance(financing), refuse to provide Party B with the factoring advance(financing) or immediately announce the Qualified Accounts Receivable as Unqualified Accounts Receivable.

(2) In the Recourse Factoring, request Party B to repurchase all or part of the accounts receivable assigned to Party A, and assume all losses incurred by Party A therefrom. Before Party B makes full payment to Party A, Party A shall still be the creditor of the accounts receivable and have all rights over such accounts receivable.

(3) In the Non-recourse Factoring, request Party B to immediately repay relevant money and assume all losses incurred by Party A therefrom.

(4) Unilaterally dissolve, suspend or early terminate this Contract and request Party B to unconditionally repay all or part of the factoring advance(financing) provided by Party A to Party B hereunder, and pay Party A the relevant interest of the factoring advance(financing), liquidated damages for overdue payment and other expenses.

(5) Dispose of the guaranteed property, and have the priority in getting compensation from the price received from such disposal or take recourse against the guarantor.

(6) Request Party B to compensate Party A for any losses arising from its breach of this Contract.

(7) Other remedies permitted by law.

XIII. Miscellaneous

1. Party B shall pay off the creditor's rights of Party A according to the following order, regardless of whether or not Party B actively makes re-payment, or Party A collects relevant money from Party B or deducts relevant money from Party B's account, special factoring advance(financing) account or exercises the right of offset under this Contract:

(1) Expenses incurred by Party A from the realization of creditor's rights;

(2) Interest of factoring advance(financing) (including liquidated damages for overdue payment);

(3) Factoring advance(financing).

2. Unless otherwise specified, neither party has the right to unilaterally change this Contract without the other party's consent. Either party hereto that intends to make any modifications to this Contract shall notify the other party in writing, and may do so after obtaining a written consent from the other party.

3. Any expenses of lawyer service, insurance, evaluation, registration, safekeeping, appraisal, notarization, etc. incurred from the signing or performance of this Contract or in connection herewith shall be assumed by the party actually incurring such expenses, unless otherwise agreed upon by the parties. All expenses incurred by Party A from the realization of creditor's rights (including but not limited to court costs, arbitration fees, property preservation fees, travel expenses, execution fees, evaluation fees, auction fees, notarial fees, delivery fees, announcement fees and attorney fees) shall be assumed by Party B.

4. Party B agrees that Party A has the right to inquire Party B's credit standing from the credit databases established upon approval by the People's Bank of China and the competent credit investigation department or from relevant units or departments, and that Party A may provide Party B's information to the credit databases established upon approval by the People's Bank of China and the competent credit investigation department. Party B understands and agrees that Party A may reasonably use and disclose the information based on business needs.

5. Where Party B commits a breach of this Contract as specified herein, Party A has the right to report it to relevant department or unit, and make a public announcement through news media to demand repayment.

6. Unless there is reliable and conclusive evidence to the contrary, Party A's internal financial records on the factoring advance(financing) disbursed, interest of factoring advance(financing), expenses, payments by the Buyer, distribution of payments by the Buyer among the accounts receivable, etc., as well as the documents, vouchers, etc. made or retained by Party A in the process of business handling shall constitute the valid and conclusive evidence for the right-obligation relationship between Party B and the Buyer. Party B undertakes not to raise any objection on the ground that such records, recordings, documents and vouchers are unilaterally made or retained by Party A.

7. Any rights of Party A hereunder do not affect or exclude any rights to which it is entitled under laws, regulations, other contracts and agreements. Any tolerance, grace or concession for any breach or delay or any delay in performing any right hereunder shall not be construed as a waiver of such right or interest hereunder or a permission or recognition on any breach of this Contract, nor shall it restrict, hinder or obstruct the continuous exercise of such right or any other right or give rise to any obligation or responsibility that Party A shall assume to Party B.

8. Party B shall immediately notify Party A in writing of any change in its mailing address or contact information. Otherwise, Party B shall assume any losses arising from its failure to do so in a timely

manner.

9. Any lists, annexes, vouchers, notices and other documents as specified herein or signed or submitted hereunder constitute an integral part of this Contract and shall have the same legal effect as this Contract.

10. Party B acknowledges that, upon execution of this Contract, Party A has the right to affix its official seal, special business seal or contract seal to relevant materials or vouchers in respect of the actual performance of this Contract (in whole or in part), collection of debts, lawsuit/arbitration, enforcement, and other related matters.

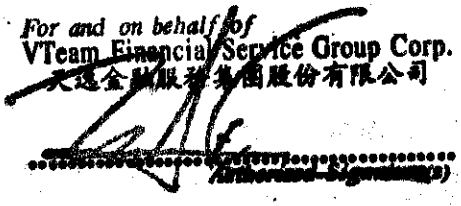
11. This Contract shall be governed by and construed in accordance with laws of Hong Kong. Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Center (HKIAC) under the UNCITRAL Arbitration Rules in force when the Notice of Arbitration is submitted, as modified by the HKIAC Procedures for the Administration of Arbitration under the UNCITRAL Arbitration Rules. The law of this arbitration clause shall be Hong Kong law. The place of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

12. Any and all disputes arising out of or in connection with this Contract shall be settled by the parties through amicable negotiation. If no agreement is reached through negotiation, the people's court at Party A's locality shall have the exclusive jurisdiction.

13. This Contract shall come into effect immediately upon being signed by the parties. This Contract is made in two copies, one for each party, both of which shall have equal legal effect.

(Signature Page of the Factoring Contract)

Party A: VTeam Financial Service Group Corp.



Legal Representative (Principal) or Authorized Representative: Typhoon Wen

Date: 2024-01-10

For and on behalf of
JIANGSU JIUTIAN SUPPLY CHAIN MANAGEMENT CO., LTD.

.....
Authorized Signature(s)

Party B (official seal): Jiangsu Jiutian Supply Chain Management Co., Ltd.

Legal Representative (Principal) or Authorized Representative: Liu Wei

Date: 2024-01-10