



Enterprise Training Contract

Contract No.: _____

Signing Date: August, 2017

Client (named as "SDF") :		Training Agency (named as "CNCenter") :	
Seoul Design Foundation		Conde Nast (Shanghai) Fashion and Design Training Co., Ltd.	
Address: 283 Yulgok-ro Jongno-gu, Seoul 03098, Korea		Address: 3/F Broad Silver International Building, No.398 Mid Huaihai Road, Shanghai, 200020, P.R.China	
Phone: + 82 10 5212 7951	Fax:	Tel: +86 13917427458	Fax:
Contact: Hyowon Lee		Contact: Dominique Simard	
E-mail: hwlee@seouldesign.or.kr		E-mail: dominique.simard@condenast.com.cn	
<p>This agreement is established between SDF and CNCenter on the basis of a long-time exclusive cooperation and related affairs that SDF's inviting CNCenter to do the training, two sides reached the following agreements (The annex as well as the supplementary agreement are dispensable parts of the contract.)</p>			
Part 1 Training Affairs			
Course name	Fashion Workshop/Seminars		
Training Date	About 7 days between September 21 and 27, 2017 (sessions for each day are to be determined)		
Trainer	CNCenter will arrange suitable tutors for workshops/seminars based on discussions to be delivered at the Seoul Design Week		
Training Place	DDP location planned by SDF		
Training Content	Fashion Branding, Fashion & Luxury Event Management, and Artistic Direction.		
Training Target	SDF will invite participants for the workshops/seminars		
Equipment and materials needed onsite	<ul style="list-style-type: none"> ✓ SDF shall provide training venue, equipment and materials; ✓ CNC shall cover the costs of hotel and flights for tutors and one supporting staff if the workshops/seminars are outside of Shanghai. 		

<p>Fee and Ways to Pay</p>	<p>1. Payment Terms: SDF shall pay CNCenter total training fee RMB <u>300,000</u> (tax included).</p> <p>Payment timing: SDF shall pay CNCenter 30% of the total value (RMB 90,000, tax included) within 15 working days since this contract becomes effective and pay CNCenter 70% (RMB 210,000, tax included) within 15 working days since the last session is completed. Payment shall be bank transferred to the designated bank account by CNCenter as below; CNCenter shall provide VAT invoice of full fee, tax rate 6%.</p> <p>The course shall not be cancelled since the agreement is effective. If either side needs to postpone the course under certain conditions, it shall inform the other in written format at least 30 days before the course and make explanation and obtain the written approval of the other.</p> <p>2. Bank Account: Account Name: 康泰纳仕(上海)时尚设计培训有限公司学杂费存取专户 Opening Bank: [中国工商银行上海市会德丰国际广场支行] Account No.: 1001076529214400170 Note: International bank transfer information will be specified on invoice.</p> <p>3. Except the terms with special agreements, two Parties shall bear related fees such as taxes in accordance with the provisions of relevant laws and regulations and financial system.</p> <p>4. SDF should pay on time. Otherwise CNCenter has the right to charge SDF of daily 0.3 percent (3‰) of the overdue outstanding amount for delaying payment, and shall have the right to decide whether to continue to provide training. If the payment is delayed more than 30 days, CNCenter has the right to suspend or terminate this contract and pursue the liability for breach of contract.</p>
<p>Others</p>	<p>✓ SDF is not allowed to reach out directly to the trainers for future collaboration; ✓ CNCenter shall organize tutors and provide services in a timely manner; if tutors do not show up and deliver the training as agreed for personal reasons, CNCenter shall refund SDF with 15% (RMB 45,000) of the contract value as penalty.</p>

Part 2 Terms and Conditions

1. CNCenter shall:

- 1.1 Offer training service prudently and professionally;
- 1.2 Assist SDF to evaluate the workshops/seminars if agreed bilaterally after the training;
- 1.3 Provide SDF with timely feedbacks on needs for better arrangements before the training;
- 1.4 Be responsible for onsite organization and service, communication with SDF and provide necessary assistance to SDF so as to complete the training;
- 1.5 Provide timely feedbacks to SDF on the workshops/seminars after the training.

2. SDF shall:

- 2.1 Be responsible for selecting the attendees, organizing attendees to participate the training on time; provide information of the attendants in advance so as to facilitate execution of the training by CNCenter.
- 2.2 Provide CNCenter with timely feedbacks on needs for better arrangements before the training.
- 2.3 Be responsible for onsite organization and service, communication with CNCenter and provide necessary assistance to CNCenter so as to complete the training.
- 2.4 Tell and supervise its attendee to comply with the regulations of CNCenter. SDF has informed and agreed the ways for dealing with the interest and benefits of its attendee under this contract.
- 2.5 Provide timely feedbacks to CNCenter on the workshops/seminars after the training.

3. Cancel and change the date

- 3.1 After the Effective Date, the provisions of this Contract shall be legally binding upon it, any part could not cancel the training or change the date without any agreement.
- 3.2 After the Effective Date, SDF could not cancel any part of the training.
- 3.3 If the dates of workshops/seminars should be changed, the two parties shall reach a written agreement.

4. Promise

- 4.1 CNCenter shall promise its qualifications,

certification and authorization that are related to the execution of responsibilities of this agreement; also, all execution of responsibilities by CNCenter shall be legal and not offending legal right of anyone.

- 4.2 SDF shall acknowledge related professional training offered by CNCenter on the basis of related experiences and knowledge. CNCenter shall not promise the completeness and accuracy of the certain content.

- 4.3 CNCenter acknowledge that SDF will collect certain amount of participation fees from participants mainly for the purpose of regulating participants' responsibilities at the training. CNCenter shall not make any direct income from this revenue.

5. Intellectual Property

- 5.1 For any service-related work produced by CNCenter during its service term for the purpose of fulfilling this Agreement or based on the consulting services, including but not limited to syllabus, teaching plans, transcripts, correspondence, proposals, specifications, etc., or photographic works (such as photos of Consultant from CNCenter delivering instruction), graph production (including technical or engineering designs), sound recording and audiovisual works (such as sound recording or video clip of Consultant's instruction), art works produced for business purposes, and all derivative or compiled works derived from CNCenter's business and work outcomes in other forms, the intellectual property of aforementioned works and all related benefits shall be owned by CNCenter as the copyright owner as well as intellectual property rights owner. Related moral rights (including the right of authorship) and property rights in work or other intellectual property rights shall be owned by CNCenter from the very beginning. And CNCenter agrees that SDF may use, free of charge, photos, sound recordings and videos containing the portrait, voice or work of Consultant from CNCenter in SDF's advertisement, publicity

materials or for other commercial and pro bono purposes which are related to the course.

- 5.2 SDF and its staff and the students are allowed to photograph images and take sketch video for the purpose of event/workshop communication and exposure. The content to be photoshoot and recorded shall not violate the agreement in term 5.1.
- 5.3 With the permission of SDF, CNCenter are allowed to photograph, record, video or any form of video/audio record and CNCenter is the owner or eligible user of any intellectual property rights contained in services and work outcomes. CNCenter could apply these material (Students' photos, names, sound and related photographs and sound, videos) to legal campaigns and charity use, but shall not distort, defacing students.
- 5.4 With the permission of SDF, CNCenter shall apply the outcome works to make promotions for free.
- 5.5 Except the agreed terms in the contract, two parties shall not award its trademark, LOGO, English and Chinese names and any other rights, including licensing of ownership or other rights.

6. Confidentiality Obligation

- 6.1 Both Parties shall strictly abide by the other party's confidential information under signing and perform of this contract. Without prior written permission by the other Party, either Party shall guarantee its Consultant will not disclose or notify such business secret to any third party or let any third party get to know such business secret without taking any action. The content of this Agreement, and information such as operational information or technical information and its affiliates and related partners, are construed as "Confidential Information"; including but not limited to client list, sales channels, marketing, financial data and other information.

7. Liability for Breach of Contract & Force Majeure

- 7.1 Unless otherwise agreed in the Contract, either party who breaches this contract shall

promptly take effective remedial measures and shall make compensation to the counter-party.

- 7.2 If any majeure(including but not limited to natural hazard, Government banned and tutor suffering from diseases or domestic calamity) cause either party can't fulfill their contract obligation, they should advise the other Party in written form and supply related support documents on time in order to avoid the Liability for Breach of Contract; But the Party who is affected by force majeure shall take measures to minimize the loss.

8. Non-Solicitation

- 8.1 SDF agrees that the tutor and any other staff of CNCenter are very important property of Conde Nast. If any of them resign, it will cause big loss to CNCenter. So the customer agrees and guarantees that during the duration of contract and within 12 months after the contract terminates (Non-Solicitation period), the customer will not directly or indirectly hire, recruit CNCenter's tutor or staff, even though he/she has left the company during the Non-Solicitation period.
- 8.2 During the duration of contract and within 12 months after the contract terminates, SDF can only have training programs, consulting and other similar services with all the tutor who's related to this contract through CNCenter. SDF shall not have any other training, consulting or similar services with the tutors by themselves.

9. Anti-bribery provisions

Both Parties agree to strictly obey the anti-bribery laws, and ensure not to implement any behavior which might lead the either party to breach the anti-bribery law, including but not limited to obtain or retain business, or pass the business to any other one, or to provide compensation to the government, government officials, political parties and candidates, and public international organizations or related personnel for the purposes of unfair advantage. Both parties confirm that they are not subjected to any related to fraud, corruption and bribery charges in any



jurisdiction area.

CNCenter acknowledges that it understands the principal prohibitions and requirements of the applicable anti-corruption laws, including but not limited to the Criminal Law and the Anti-Unfair Competition Law of the People’s Republic of China, the United States Foreign Corrupt Practices Act and any other legislation applicable to the parties that implements the OECD Convention Against Bribery of Foreign Public Officials in International Business Transactions. CNCenter hereby makes representations and warranties to SDF and any of its Affiliates that CNCenter, its Affiliates, any of their directors, officers, employees and authorized agents (including sub-contractors) (i) are in compliance and shall continue to comply with, and shall not cause SDF or its Affiliates to be in violation of such applicable anti-corruption laws and (ii) have not and will not offer or provide money or anything of value to government officials or political

parties for the purpose of improperly influencing the official or securing an improper advantage in order to obtain or retain business.

10. Others

- 10.1 Any intellectual property and confidentiality related terms stipulated in this contract shall continue to be effective after during and after the contracted period of time.
- 10.2 The Titles of each terms are only for the ease of reference, there is no effect to the understanding and interpreting of this contract.
- 10.3 This Agreement shall be governed in accordance with the laws of the People's Republic of China. Should there arise any dispute, negotiation shall be undertaken first. Otherwise, any party shall submit the dispute to the competent court where the defendant locates.
- 10.4 Both Parties keep one copy of this agreement, which are binding on both parties effective since the contracted date.

SDF:

Seoul Design Foundation

Authorized representative (signature):

Name: Keun Lee

Title: CEO

CNCenter:

Conde Nast (Shanghai) Fashion and Design Training Co., Ltd.

Authorized representative (signature):

Name: Dominique Simard

Title: Execution Director