

#### MASTER SERVICES AGREEMENT

This Master Services Agreement, including Exhibits A, B and C, (collectively, the "Agreement") is made, effective as of the date set out in Section 1 of Exhibit A (the "Effective Date") by and between NBA体育文化(北京)有限责任公司 (NBA Sports and Culture Development (Beijing) Co., Ltd.) (hereinafter referred to as "NBAC"), a company incorporated in the People's Republic of China ("PRC"), having its principal place of business at 19<sup>th</sup> Floor, Office Tower 2, China Central Place, No. 79 Jianguo Road, Chaoyang District, Beijing, PRC and the company named in Section 2 of Exhibit A ("CONTRACTOR"), a company incorporated in the PRC, with its primary address at the location specified in Section 3 of Exhibit A (a reference herein to "Party" shall refer to NBAC or CONTRACTOR and a reference to "Parties" shall refer to both NBAC and CONTRACTOR). In consideration of the mutual covenants set forth in this Agreement, NBAC and CONTRACTOR agree as follows:

1. **TERM** The term of this Agreement shall be for the period set out in Section 4 of Exhibit A ("Term").

2. **SERVICE ORDER FORM** From time to time, NBAC will invite service providers (which may or may not include CONTRACTOR at the sole discretion of NBAC) to bid on a competitive basis to provide services for NBAC. CONTRACTOR represents and warrants that to NBAC that in no circumstances will the proposed rates submitted to NBAC in response to such invitation exceed the rates set out in Exhibit C attached hereto. Nothing in this Agreement obliges: (i) NBAC to engage CONTRACTOR to provide services to NBAC; and, (ii) CONTRACTOR to perform any services to NBAC. In addition, nothing in this Agreement shall prevent or restrict NBAC from inviting, or, engaging other third parties (other than CONTRACTOR) to provide services to NBAC. NBAC shall only be regarded as having engaged CONTRACTOR to provide services to NBAC pursuant to this Agreement upon both Parties affixing their respective official chops to a service order form in the form as attached here to in Exhibit B ("Service Order Form") in respect of the services as described in such Service Order Form. Upon both Parties affixing their respective official chops to such Service Order Form in accordance with the terms of such Service Order Form, such Service Order Form shall become an integral part of this Agreement (references herein to "Agreement" shall then be deemed to also include such a Service Order Form), and each Party shall enjoy, and perform, their respective rights and obligations in respect of the applicable service in accordance with the terms and conditions of this Agreement.

#### 3. CONTRACTOR'S RESPONSIBILITIES

a. For each Service during the Term, CONTRACTOR shall perform the services as described in the applicable Service Order Form (the "Service") during the Service Period (as described in the applicable Service Order Form), subject always to the terms and conditions contained in this Agreement and the applicable Service Order Form. If there is a conflict between the applicable Service Order Form and the terms and conditions set forth in this main Agreement and/or Exhibit A, then the contents of Service Order Form will prevail in the case of such conflict.

b. CONTRACTOR shall conduct all activities hereunder (including, without limitation, the Service) in a professional and workmanlike manner and in compliance with all applicable laws and regulations.

h. Survival The provisions of Paragraphs 4, 5, 6, 7, 8, 9, 10, 12 and 13 shall survive termination or expiration of this Agreement.

i. Assignment CONTRACTOR shall not assign this Agreement and shall not subcontract any of its performance hereunder (except as otherwise provided herein) without the prior written consent of NBAC. In the event such consent is granted, CONTRACTOR shall cause each such subcontractor to execute an agreement containing a representation that the subcontractor shall comply with all of the terms and conditions of this Agreement, as if such subcontractor were a party hereto.

j. Execution in Counterparts This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by PDF or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NBA体育文化(北京)有限责任公司  
(NBA SPORTS AND CULTURE DEVELOPMENT (BEIJING) CO., LTD.)



上海醉翁影业有限公司  
(SOBER DRUNKARD FILM LIM CO. SHANGHAI, CHINA)

By:  
Name:  
Title:



JY  
Legal Dept

By:  
Name:  
Title:



**EXHIBIT B**

**SERVICE ORDER FORM**

<b>CONTRACTOR AND CONTRACT SEALS</b>	
NAME OF CONTRACTOR	上海醉翁影业公司 (SOBER DRUNKARD FILM LIM CO. SHANGHAI CHINA)
CONTRACT SEAL OF CONTRACTOR	
CONTRACT SEAL OF NBA SPORTS AND CULTURE DEVELOPMENT (BEIJING) CO., LTD. ("NBAC")	
NOTE:	This Service Order Form is entered into between CONTRACTOR and NBAC subject to and in accordance with the terms and conditions of the Master Services Agreement ("Agreement") entered into between them. This Service Order Form shall be null and void unless: (i) the official chops of the CONTRACTOR and NBAC are affixed in the respective spaces provided above, and (ii) this Service Order Form is fully completed. The chopped Service Order Form shall form an integral part of the Agreement. Terms defined in the Agreement shall be given the same meaning in this Service Order Form.
<b>SERVICE DETAILS</b>	
DESCRIPTION OF SERVICE	
OPERATING PERIOD	
<b>PAYMENT OF THE FEE</b>	
TOTAL AMOUNT OF FEE FOR THE SERVICE	
PAYMENT SCHEDULE	See Section 3(e) of the Agreement
CONTRACTOR'S BANK ACCOUNT	