

COOPERATION AGREEMENT

合作协议

This Agreement is made the 22 day of September 2017.

BETWEEN

Russian Asian Legal Association (hereinafter referred to as “Legal Association”) with its registered address at 119002, Moscow, Sivtsev Vrazhek Lane, 43

AND

PRC Law Association of Hong Kong (hereinafter referred to as “PRC Association”), with its registered address at Room 2103, Tower One, Lippo Centre, Admiralty, Hong Kong ,have this day entered into the following:

亚洲俄罗斯律师协会（简称“俄罗斯律协”），注册地址为莫斯科弗拉哲克大道 43 号，

与香港中国法律公会(简称“中国律协”)，注册地址为香港金钟力宝中心一期 2103 室，于今日达成以下协议：

COOPERATION AGREEMENT

合 作 协 议

Whereas The task of RALA is to integrate professionals in the legal field from both Asia and former SU countries/Russia, and will organize practical conferences in Russia and Asia and invite Asian and Russian professionals to talk about and discuss their professional experience in practice etc.

鉴于 亚洲俄罗斯律师协会旨在促进前苏联国家（包括俄罗斯）和亚洲国家法律专家的交流,并召集会议从各自角度分享从业经验等;

Whereas PRC Law Association of Hong Kong, has been set up by the China lawyers who are Hong Kong permanent residence. The member lawyers usually speaks at least three languages and provide full range services, especially cross-border legal service.

鉴于 香港中国法律公会是由香港居民律师发起的,其会员通常至少会三种语言且为客户提供全方位的法律服务,特别是跨境法律服务。

Whereas Under “One Belt One Road” strategy, both parties have the ambition to further develop their cooperation in the feild of joint research, legal information exchange,cross-board legal assistance, market development, investment attraction and jointly setting up a One Belt One Road Reserach Institute.

鉴于 双方皆有在“一带一路”条件下共同开展调研、交流法律信息、开展法律互助、寻求相关市场、吸引投资及在莫斯科共同设立一带一路研究所等领域有进行广泛合作的意向。

Now, therefore, the parties have agreed as follows:

双方达成如下协议:

1. The Cooperation 合作模式

Based on the principles of mutual benefit, mutual understanding and the forming of a long-term relationship, the Parties agree to cooperate in the following aspects.

基于互信互利和建立长期关系的原则, 双方有意在以下方面合作:

1.1. Developing a program of reciprocal exchange of lawyers by means of which associate lawyers of a party (the “Sending Party”) would be allocated to the offices of the other party (the “Receiving Party”) for a short period of secondment.

发展一个双边律师互相交流项目,派出方派出的律师将在接收方的办公室,通过短期借调学习的合作模式进行交流。

1.2. Referring to each other matters whenever possible when the other relevant Party has the requisite expertise and resources.

双方当遇到适合对方专业和资源的项目时，如果情况许可，会将该项目推荐给对方。

1.3. Meeting on a regular basis to exchange market information and discuss matters of mutual interest and promote the image and good will of the other where reasonably possible and appropriate..

双方所派律师将定期展开座谈，交换法律服务市场信息和讨论双方感兴趣的事宜。

1.4. Running seminars and training presentations individually or jointly for the benefit of their respective staff members as well as for clients and contacts.

将独自或共同为各自的员工、客户和联络机构举办研讨会和培训演讲。

1.5. Endeavoring to jointly pursue opportunities to work together through the sharing of information between the Parties across their respective office, alliance and client networks.

应努力共同寻找合作机会，这可以通过共享双方办公室、合作方和客户信息的方式来进行。

2. Terms

细则

2.1. Each Party shall appoint one person as the main contact for the purpose of liaison and organization of the specific activities and programs. The relevant personnel appointed by the Parties respectively are set out in Schedule One.

各方将指派一个人作为沟通和组织特定活动的主要联系人。双方指派的有关人选在附件1里面写明。

2.2. The cooperation between the Parties is non-exclusive and nothing shall in any manner limit the parties in the conduct of their respective business and activities. However, each Party agrees to treat the other Party as its preferred strategic partner in carrying out the activities prescribed in clauses 1.1 to 1.5 above.

双方依据本协议开展的合作是不排他的。但是，双方同意在执行前述1.1-1.5条所描述的活动时，应将对方视为优先战略合作伙伴。

2.3. Nothing herein expressed or implied shall create a partnership between the parties nor shall anything in this agreement constitute either party the agent of the other.

本协议的任何条款不应明示或暗示解读为双方之间建立了合伙或代理关系。

2.4. This Agreement shall be written and executed in English and Chinese and will become effective from the date of execution.

此协议将以中英文书写和签署，并于签署日生效。

2.5. The parties shall use their best endeavours to promote cooperation but nothing in this agreement shall require either party to commit to or expend moneys in reference to this agreement except to the extent that such expenditure and its amount are agreed between the parties in advance of the obligation being incurred.

双方应尽力推动合作，但双方均无义务为本协议目的花费或承诺花费金钱，除非双方已事先约定了此类支出项目和金额。

3. Miscellaneous

其他

3.1. During the term of this Agreement although it is acknowledged that it is possible that profits will be generated by both parties as a consequence of and as a result of cooperation between the parties both firms agree that at this stage it would be pre-mature to determine a method of distribution of such profit accurately and fairly, and that in many instances this would be done on a case by case basis. Thus, both parties agree to discuss this matter at a future date when a method of distribution could be more accurately and fairly determined until such agreement any fees generated or profit received by either party shall be the property of that party.

在合作过程中，如果经双方合作而产生收益，双方同意在目前的情况下尚难以准确而公平地确定收益分配方法，并且在很多情况下，收益应根据个案的具体情况来确定，因此目前不宜对此做出具体规定。因此，双方同意在未来适当时候另行协商收益的分配方法。在此之前，一方产生或收取的收益应当视为该方的财产。

3.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be resolved by direct negotiations of the parties or shall be submitted to mediation.

与本协议有关的任何争议或索赔，或所提出的违约、协议终止或无效事项，将以双方直接协商或调解的方式解决。

This Agreement has been executed in duplicate copies whereof each party has received one.

此协议一式两份，双方各执一份。

Russian Asian Legal Association

PRC Law Association of Hong Kong

By:

By:

Date: 22.09.2017

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SCHEDULE ONE

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