

Schedule B

Country Schedule – China

1. About this Country Schedule

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. Adjustments Required by Local Law

- 2.1. **No Labor Dispatch.** To the extent that Loaned Staff Services are provided, as defined in Schedule C (Loaned Staff Services) of the Agreement, the parties acknowledge and confirm that the Loaned Staff Services do not constitute labor dispatch services under the PRC employment laws, but rather personnel outsourcing. The Loaned Staff shall be under Vialto's personnel management and subject to Vialto's group policies.
- 2.2. **Applicable Taxes.** The term "VAT" includes VAT and local surcharges (City Construction Tax, Education Surcharge and Local Education Surcharge etc.) in China.
- 2.3. **Governing Law and Dispute Resolution.** The law of the People's Republic of China will govern this Agreement. Any dispute arising from or in connection with the Agreement shall be submitted to China International Economic and Trade Arbitration Commission in Beijing for arbitration which shall be conducted in accordance with the commission's arbitration rules. The arbitral tribunal shall consist of three arbitrators who shall be appointed in accordance with the commission's rules. The arbitral award shall be final and binding upon both parties.