

DS CMS

China Medical Data Services Limited
Company Number: 1450156
Unit A10, 6/F., Wong's Building
33 Hung To Road, Kwun Tong,
Kowloon, Hong Kong

Mr David Stern
152 Grosvenor Road,
London, SW1V 3JL

2010

Dear Mr Stern

This letter contains the terms which we have discussed and agreed for your continued appointment as a director of China Medical Data Services Limited (the "**Company**") and as executive director and legal representative and director of the Company's wholly owned subsidiary Asia Gateway Limited (China) ("**AGC**") and as director of any other Group Company from time to time (the "**Roles**").

1. Your appointment in respect of the Roles will continue until terminated by either party in accordance with this agreement. .
2. You agree that until the Milestones have been achieved by the Group that you will devote sufficient time and commitment to the Roles which will include the following responsibilities:
 - (a) active leadership and engagement concerning the ongoing strategy of the Group
 - (b) overall oversight and responsibility for the supervision of AGC's management team based in Beijing to enable the Chief Executive Officer of AGC successfully to achieve the Milestones and to implement its Business Plan and to achieve the revenue and profit targets set out in that Business Plan.
 - (c) supervision of the interaction, integration and communication with AGC's business and strategic partner, the Informa Group ("**Informa**");
 - (d) attendance to AGC corporate governance and related issues;
 - (e) working with Informa on Chinese related guidance and protocol issues in direct connection with the AGC business.
3. After the initial period outlined at paragraph 2 above, your Roles shall be reduced to that of a general supervisory, oversight and strategic role consistent with your position as non-executive chairman and director, including any duties that may be required should any unforeseen issues arise that may pose a threat to the successful operation of the Group. It is acknowledged that even during the initial period outlined in paragraph 2 above you intend actively to pursue other business interests.

4. In addition to paragraphs 2 and 3, you will be required to attend all shareholder and board meetings of the Group Companies (the "**Boards**") subject to unavoidable absence through illness or pre scheduled holiday.
5. You must understand and accept the obligation of any director not to put yourself in a position where your own interests are in conflict with those of the Group.
6. The fee for your appointment and services pursuant to this letter will be US\$100,000 per annum, which will be payable in equal monthly instalments in arrears on the last business day of each month (subject to any applicable tax deductions)
7. You must communicate to the Boards any conflict of interest arising out of your Roles and any information or knowledge acquired or gained by you in any manner whatsoever which may be of value or detriment to the Group.
8. You undertake to the Company (for itself and as agent and trustee for each Group Company from time to time) that you shall use your best endeavours to develop the business and interests of the Group consistent with the description of your Roles.
9. You further undertake to the Company (for itself and as agent and trustee for each Group Company from time to time) that you shall not directly or indirectly on your own or any other person's behalf during the term of this appointment:
 - (a) and upon cessation (whether of your own volition or otherwise) of your employment by or as a director of any Group Company, you will not for a period of two years from the date of such cessation (or, if you cease to be an employee on a different date from that on which you cease to be a director, the later of such dates) (the "**Cessation Date**"), whether on your own account or on behalf of any other person, firm or company:
 - (i) solicit (in connection with any business of a type then carried on by the Group) interfere with or endeavour to entice away from any Group Company any person, firm or company who at any time during the period of two years immediately preceding such cessation, was either to your knowledge a material customer, client, supplier, agent, distributor, or an employee (not being a junior employee) or consultant (by whatever title called) of a Group Company; or
 - (ii) seek to disrupt or otherwise interfere with or prejudice the continuance of the supply of goods or services to any Group Company or the terms of any such supply;
 - (iii) carry on, engage in or be concerned or interested either as principal or as a partner or employee of any other person in China or any other territory in which any Group Company makes any material sales in any business or activity which competes with, the businesses and activities (or, if more than one, any of them) in which any Group Company is engaged at the Cessation Date;
 - (b) you will not at any time after the Cessation Date represent yourself as still being:

- (i) an employee or a director of or as otherwise having any authority to act on behalf of any Group Company; or
 - (ii) save only in respect of any shareholding in the Company for so long as you retain the same, otherwise interested in any Group Company or its business and affairs;
 - (c) you will not at any time whilst an employee, director or otherwise interested in the Group (save in so far as is reasonably necessary to fulfil your duties to the Group) or at any time thereafter, directly or indirectly use or disclose or communicate to any person, firm or company any information concerning the internal or external affairs, business methods, processes, systems, inventions, plans or research and development of the Group or of its customers, clients or suppliers and which may be reasonably regarded as being confidential to the Group or to such persons (other than information which you are required to disclose by law or which is for the relevant time being in the public domain other than by reason of wrongful disclosure of the same by you) and will use your best endeavours to prevent the publication or disclosure of any such information by any third party.
10. Your appointment as director of a Group Company is subject at all times to the Articles of Association of that company and to any necessary shareholders' ratification. Notice of termination of the appointment may be served by either party at any time following the date falling three years from the date of this letter, to expire at any time, provided six months' notice is given in writing to the other party.
 11. The Company shall have the right to terminate your appointment as an officer and/or employee of all Group Companies if any of the matters listed in (a) – (c) of the definition of Bad Leaver (as set out in the Articles of Association of the Company adopted on or about the date of this letter) occur in relation to you.
 12. On the termination of your appointment you will at any time at the request of the Company, resign from your office as a director or Chairman of any Group Company and Chairman of AGC. If you fail to do so, the Company is irrevocably authorised to appoint another person to sign any documents in your name and on your behalf or do anything necessary or requisite to give effect to your resignation. On termination of your appointment, you will deliver to the relevant Group Company as requested all books, documents, papers and other property of or relating to the business of the Group which are in your possession or under your power or control.
 12. This letter constitutes the whole and only agreement and understanding between the Parties in relation to its subject matter. Except in the case of fraud, all previous agreements, understandings, undertakings, representations, warranties and arrangements of any nature whatsoever between the Parties (or any of them) or between you and any Group Company with any bearing on the subject matter of this letter are superseded and extinguished (and all rights and liabilities arising by reason of them, whether accrued or not at the date of this letter, are cancelled) to the extent that they have such a bearing.
 13. This letter, and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law and each of the Parties agrees that the courts of England shall have non-exclusive jurisdiction to settle any dispute which may arise out of or in connection with this letter or its subject matter.

- 14 The Company will reimburse to you all travelling, hotel, subsistence and out of pocket expenses reasonably incurred by you in the proper performance of your duties and authorised in accordance with any applicable expenses policy operated by the Company from time to time (including expenses incurred in attending any meeting of the Board or any Committee of the Boards), provided that if and when required by the Company you will produce to the Company vouchers, receipts or other evidence of actual payment of such expenses.
- 15 This letter is entered into by the Company for itself and as agent for all other Group Companies from time to time in respect of which you are appointed as a director.
- 16 Terms defined in the Subscription and Shareholders' Agreement entered into on or around the date of this letter between amongst others, the Parties, shall apply to this letter unless a contrary intention appears.

Nothing in this letter shall be taken to exclude or vary the terms of any Group Company's articles of association as they apply to you as a director of that company.

IN WITNESS of which the parties have signed this instrument as a deed and have delivered it upon dating it.

SEALED with the COMMON SEAL of)	
CHINA MEDICAL DATA SERVICES)
LIMITED)	
and signed by:)	Director
.....)	
and)
in the presence of)	Director/Secretary

.....

Witness's signature

Witness's name:

Witness' occupation:

Signed as a deed by)
DAVID STERN)
in the presence of:)

Signature of witness:

Name:

Address:

.....

Occupation: