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**BUSINESS  
DEVELOPMENT  
SERVICES  
AGREEMENT**

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**CSR (HONG KONG) CO., LTD.  
(Reg. No.: 39133264-000-04-14-4)**

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with

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**TEQUESTA GROUP LIMITED  
(Reg. No.: 156268)**

**Or its NOMINEE**

**AGREEMENT NO.: CSRHK20150102359**

**AGREEMENT DATE: MAY. 18, 2015**

This Agreement is entered into by and between the following parties:

本协议由以下双方签订

Tequesta Group Limited (hereinafter, referred to as "TEQUESTA"), a company duly incorporated and existing under the laws of Hong Kong, duly authorised and represented by the person signing this Agreement.

Tequesta集团有限公司（在下文中简称“TEQUESTA”）一家在香港现有法律下正式注册的公司，正式授权及代表为本协议的签署人。

And  
与

CSR (Hong Kong) Co., Ltd. (hereinafter referred to as the "Company"), a company duly incorporated and existing under the laws of Hong Kong, and having its registered offices at Room 4112, 41/F, Office Tower, Convention Plaza, Wanchai, Hong Kong, duly authorised and represented by the person signing this Agreement.

南车（香港）有限公司（在下文中简称“公司”）一家在香港现有法律下正式注册的公司，其注册地位香港湾仔港湾道 1 号会展广场办公大楼 41 楼 4112 室，正式授权及代表为本协议的签署人。

(Hereinafter, TEQUESTA and the Company may be individually referred to as a "Party", and collectively as "the Parties".)

在下文中，TEQUESTA 和公司单独被称为“一方”，共同被称为“双方”。

**WHEREAS:**

鉴于:

- A. **TEQUESTA, with its long subsisting relationships in the territory of South Africa (hereinafter "The Territory") has acquired a familiarity with regulatory, social, cultural and political framework whereby it is capable to closely co-ordinate with the designated authorities to comprehend the applicable Government policies, identify the opportunities of participation in various Government and Private projects, lend consultancy on participating in various tenders and bidding processes and thus facilitating trade of goods and services concerning such projects.**

**TEQUESTA 在南非境内（以下简称“领域”）有长期存续的关系，已经熟悉法规、社会、文化和政治框架，从而有能力与主管部门密切协调，并理解适用的政府政策，寻求参与各种政府及私人项目的机会，在公司参与各种招标和竞标过程中提供咨询，促成此类项目货物和服务的业务。**

**The COMPANY is a global company specializing in the manufacture of Electric Locomotives and Spare Parts for the same, with a focus on emerging markets. The COMPANY has approached TEQUESTA to provide advisory services in respect of the Project, for expanding their business in the Territory and help it in achieving their BEE (Black Economic Empowerment) objectives in the Territory on a long-term basis.**

**公司是一家全球性公司，专门从事电力机车及零配件的制造，重点放在新兴市场。该公司已经接洽到的 TEQUESTA 就项目提供咨询服务，目的是为了拓展业务领域，并帮助它在长期的基础上实现自己的 BEE（黑人经济振兴法案）的目标。**

- B. **The Parties have, after mutual discussions, acknowledged and agreed that they have suitable and complementary resources to jointly harness the opportunities in the Territory through a Business Development Services Agreement, whereby TEQUESTA will play active role in providing advisory services in respect of the Project, Business development and BEE structuring and management in the Territory.**

**双方相互讨论后，承认并同意，他们有合适的资源互补，共同利用的机会。通过商业开发业务发展服务协议，TEQUESTA 将就项目，企业的发展以及 BEE 结构和管理扮演一个提供咨询服务的角色。**

**In view of the above-set background, the Parties have agreed to reduce in writing their mutual understanding and their respective fundamental interests, rights, duties, obligations and liabilities in relation to the agency, their respective roles in this regard, the terms and conditions on which the Parties would implement the agency relationship and certain other matters thereto.**

**鉴于上述背景，双方同意书面阐述共同的理解和它们各自的根本利益，权利，义务，有关代理的义务和责任，他们在这方面各自的角色，术语和条件。双方根据此协议执行代理关系以及其他事项。**

## 1. Definitions and Interpretation

### 定义及释义

#### 1.1. Definitions

##### 定义

Certain terms are defined within the recitals and within the body text of this Agreement. In addition, the following terms shall have the following meaning:

某些术语在说明条款及本协议的正文中定义。此外，下列词汇具有以下涵义：

- "Affiliate"** means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such person.  
指对于任何人，直接或间接地，通过一个或多个中介机构，控制或受控制或和当事人的共同控制。
- "Agreement"** means this Agreement, including the recitals and schedules hereto, as the same may be varied or amended from time to time in writing by agreement of the Parties;  
指本协议，包括说明条款和附表，以及双方以书面方式不定时变更或修改的协议。
- "Agreement Date"** shall mean and refer to May 18, 2015; being the date of execution of this Agreement;  
指的是 2015 年 5 月 18 日，本协议开始执行的日期。
- "Business Day"** means any day on which banking institutions in Hong Kong are open for business.  
指在香港银行机构开门营业的任何一天。
- "Force Majeure"** means any of the following events or occurrences: (i) Acts of God, such as fires, floods, thunderstorms, earthquakes, unusually severe weather and natural catastrophes; (ii) civil disturbances, such as strikes, lock outs and riots; (iii) acts of aggression, such as explosions, wars, and terrorism which are not foreseen; or (iv) acts of government or actions of regulatory bodies which significantly inhibit or prohibit either Party from performing their obligations under this Agreement.  
指下列任何事件或发生：（一）天灾，如火灾，洪水，雷暴，地震，异常恶劣的天气和自然灾害；（二）内乱，如罢工，锁定超时和骚乱；（三）内乱，如无法预见的爆炸，战争和恐怖；或（四）政府法案或监管机构的行动，显著抑制或禁止任何一方履行本协议项下的义务。
- "Person"** includes any individual, company, corporation, firm, partnership, consortium, joint venture or association, whether a body corporate or an unincorporated association of persons.  
包括任何个人，公司，企业，公司，合伙企业，财团，合资企业或协会，无论是法人团体或个人的非法人团体。

<b>"Product"</b>	means the Company's related products and Services. 指本公司的相关产品和服务。
<b>"Project 359"</b>	refers to any portion of the Tender for the supply of 359 Electric Locomotives (22E) to Transnet SOC Limited, South Africa (hereinafter "the Client"). 是指供应给南非 Transnet 公司 359 台电力机车供应合同的投标的任何一部分。
<b>"Territory"</b>	means the Republic of South Africa. 指南非共和国。
<b>"Third Party"</b>	means a person who is not a Party to this Agreement and does not include Affiliates of any of the Parties. 指不属于本协议任何一方及其关联机构的个人。
<b>"Nominee"</b>	means any juristic person or Company that may be nominated by TEQUESTA from time to time to continue with and fulfil the obligations of this Agreement and/or to provide the necessary Invoices for executing the commercial aspects of this Agreement 指TEQUESTA不定时提名的法人或企业，用以履行本协议的义务和/或提供必要的发票执行本协议的商务事宜。
<b>"BEE"</b>	means Black Economic Empowerment as set out in the BEE Charter of the Republic of South Africa 指南非共和国的BEE宪章描述的黑人经济振兴法案。

## 1.2. Interpretation 解释说明

- 1.2.1. References to this Agreement or to any other instrument shall be a reference to this Agreement or that other instrument as amended, varied, novated, or substituted from time to time.  
对本协议或其他指导文件的引用，应该指的是对不定时修改、变化、更替的本协议或其他指导文件的引用。
- 1.2.2. The headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.  
本协议中的标题仅便于参考，不得影响本协议的解释或结构。
- 1.2.3. References to Recitals, Clauses and Schedules are references to recitals, clauses and sub clauses and schedules to this Agreement.  
对陈述、条款、附表的引用，指的是对本协议的陈述、条款、子条款以及附表的引用。
- 1.2.4. Words Importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and the neuter gender and vice versa.  
单数的词语也适用于复数，反之亦然；阳性的词语也适用于阴性和中性，反之亦然。

1.2.5. Each of the representations and warranties provided in this Agreement are independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause.

除非另有明确的规定，本协议中的任何陈述和保证均是独立的，本协议中任何条款不应限制其他条款的范围和应用。

1.2.6. "In writing" includes any communication made by letter or fax or e-mail.

书面形式包括信函、传真或电子邮件等通信方式。

1.2.7. The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as limiting the generality of any preceding words.

词语“包括”，“包含”和“特别是”应被理解为说明或强调，不得被解释为，也不得生效为限制任何前述字句的一般性。

1.2.8. References to a person shall be construed so as to include:

引用一个人应解释为包括：

1.2.8.1. Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);

个人，公司，合伙，信托，合资企业，公司，企业，法人团体，非法人团体，协会，组织，任何政府州或其代理机构，或任何地方或市政当局或其他政府机构（不论是否每一种情况下具有独立的法人资格）；

1.2.8.2. that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and

按照本协议条款的允许，此人的合法继承人、受让人或受让人；和

1.2.9. References to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives.

对一个人的代表应该指的是他的管理人员、员工、法律和其他专业顾问、分包方、代理商、律师和其他授权的代表。

1.2.10. References to statutory provisions shall be construed as references to those provisions as are respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this Agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).

对法律规定的引用应该解释为，由于其他的规定，对不时地修订、重新颁布或修改了应用的规定的引用（无论本协议日期之前或之后），应当包括重新修订后的规定（无论有否修改）。

1.2.11. All warranties, representations, indemnities, covenants, guarantees, stipulations, undertakings, agreements and obligations given or entered into by more than one person are given or entered into severally unless otherwise specified.

除非另有规定，所有由一个以上的人分别订立确认的保证，声明，赔偿，契约，担保，规定，承诺，协议和赋予或订立的义务应分别确认。

1.2.12. In the event that the date on which any act or obligation specified in this Agreement to be performed falls on a day which is not a Business Day, then the date on which the act or obligation is to be effected or performed shall take place on the next Business Day.

如果本协议规定的任何行为或义务发生在非营业日，则该行为或义务发生的日期应当在下一个营业日。

1.2.13. This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of the Parties, and there shall be no presumption that an ambiguity should be construed in favour of or against any Party solely as a result of such Party's actual or alleged role in the drafting of this Agreement.

本协议是双方协商的结果，并已通过双方及其各自的律师审查。因此，本协议应被视为是双方的产品，而且不应该为任何一方在起草本协议时的实际或不合法角色，将歧义解释为偏袒或反对任何一方。

## 2. Scope and Purpose of the Agreement and key principles

协议的适用范围和目的及主要原则

2.1. The Parties have entered into this Agreement to record their mutual understanding as regards their relationship and the manner in which such relationship shall be effectuated and implemented through this Agreement.

双方已达成本协议记录他们对双方关系和行为方式的认同，并通过本协议完成和实施这种关系和行为。

2.2. The scope of this Agreement is the regulation of the rights and relationships of the Parties, both among themselves and with respect to Third Parties, with the aim of identifying, preparing and executing deals to supply the Company's Services in the Territory.

本协议的范围是双方或第三方的权利和关系的规定，目的是在南非领域向公司提供识别，准备和执行交易的服务。

2.3. In order to achieve their joint commercial objective, the Parties shall operate this Agreement as per the terms and conditions set out herein.

为了实现他们的共同商业目标，双方应按照本文所载条款及条件，执行本协议。

2.4. Each Party agrees to co-operate with the other Party on the best effort basis.

双方同意与另一方努力合作。

2.5. Each Party hereby agrees and undertakes towards the other Party to perform and observe all of the provisions of this Agreement.

双方同意并承诺履行并遵守本协议的所有规定。

2.6. The Parties acknowledge that the broad parameters for the conduct of this Agreement (subject always to the terms and conditions of this Agreement) are to enable increase of



the market share of Company's Services in the Territory and enhancement of the economic value of the Parties.

双方承认，本协议（总是指以本协议条款及条件）的行为的主要参数是为了能增加公司服务在南非的市场份额以及增强双方的经济价值。

### **3. General Conditions of appointment**

#### **任命的通用条件**

3.1. The Company hereby appoints TEQUESTA to provide advisory and consulting services in respect of the Project and to aid Business Development and to assist in achieving the Company's BEE objectives in the Territory.

本公司指定 TEQUESTA 提供有关该项目的顾问和咨询服务，并协助商业开发，协助公司在南非实现黑人经济振兴法案的目标。

3.2. The Parties hereby agree and acknowledge that they are independent contractors. No partnership, joint venture or employment is created or implied by this Agreement.

双方特此同意并承认自己是独立的承包商。本协议没有建立或暗示合作，合资或雇佣的意向。

3.3. The Company has advised TEQUESTA that a previous Agreement had been signed between CSR Zhuzhou Electric Locomotive Co., Ltd. and JJ Trading FZE (hereinafter referred to as the "JJT"). However, the Company advises TEQUESTA that in the event that JJT disputes or contests the cancellation or non payment in a court of law and if the Court decrees that the Agreement with JJT is valid or the mutual agreement is reached between TEQUESTA and JJT, then the financial compensation to JJT, (which will not exceed the retention amount, that is 15% of the total amount payable to TEQUESTA under this Agreement) will be deducted from the amount retained from TEQUESTA as per Clause 6.1.6 and the balance (if there is) will then be paid to TEQUESTA within thirty (30) days after the Company receipt of the last payment and/or return of all bank guarantees released by the Client, whichever occurs later. Under this circumstance, the invoices with retention to the Company shall be not claimable and returnable to TEQUESTA. TEQUESTA shall resolve dispute with the JJT through amicable consultation and ensure there is no further dispute with the Company from either side.

公司已经告诉 TEQUESTA，南车株洲电力机车有限公司之前已经与 JJ Trading FZE（之后简称“JJT”）签订了一个协议。然而，公司建议 TEQUESTA，如果 JJT 在法庭上争论或争辩取消或没有给他付款，同时法庭判决与 JJT 的协议有效或者 TEQUESTA 和 JJT 达成共同协议，那么对 JJT 的财务补偿（该协议下支付给 TEQUESTA 总额的 15% 作为滞留金，该财务补贴不得超过滞留金金额。）将会从条款 6.1.5 里 TEQUESTA 的滞留金额中扣除，随后剩余的金额将会在公司收到最后一笔付款和/或收到客户释放的所有银行保函后 30 个日内付给 TEQUESTA。在此情况之下，提供给公司的带有滞留金的发票将不会被 TEQUESTA 索赔并返还给 TEQUESTA。TEQUESTA 应通过友好协商解决与 JJT 的争议，从而确保将来任何一方都不会与公司产生纠纷。

3.4. During the period of the project, any penalty enforced by the Client to the Company shall be taken by TEQUESTA and deducted from the Advisory Fee as per Clause 6.1.1, except that caused by the fault of the Company, such as failure to deliver or product defect.

项目期间，除了由于公司的错误（比如没有交货或产品缺陷）造成的罚款，客户对公司的罚款应由 TEQUESTA 承担，并从 6.1.1 条款的咨询费中扣除。

### **4. Duties and Responsibilities of TEQUESTA**



## TEQUESTA 的职资和责任

4.1. TEQUESTA shall provide advisory services in respect of the Project and will assist the company to improve its market share in the Territory and continue good relations and achieve milestones with its clients.

TEQUESTA 应就本项目提供咨询服务，协助公司提高南非市场份额，维持良好关系并和其客户一起完成里程碑。

4.2. TEQUESTA shall not make any representation on behalf of the Company except in conformity with the written instructions issued by the Company.

TEQUESTA 不应代表公司做出表示，除非符合公司出具的书面说明。

4.3. TEQUESTA will inform the Company timeously in writing if it wishes to appoint a nominee to carry on with the provisions of this Agreement in its place.

如果 TEQUESTA 希望指派一个代理执行本协议，需及时以书面形式告知公司。

4.4. TEQUESTA shall provide advice and assistance to the Company on the process of the Contract and normal performance by the Company to ensure the smooth execution and the success of the project. And especially, undertakes support and assist the Company for the timely payments and/or return of bank guarantees released by the Client until the fulfilment of all rights and obligations of the finished contract.

TEQUESTA 应在公司签订合同以及正常执行的过程中提供建议和帮助，从而确保项目的顺利执行和成功。尤其是应承担支持并帮助公司及时回款或/和客户退回银行保函，直到完成合同中需要实现的权利和义务。

## 5. Duties and Responsibilities of the Company

### 公司的职资和责任

5.1. The Company shall on its own make necessary submissions of proposals and documents as per the requirements of the bidding documents, wherever applicable, in the most competitive manner.

如适用，公司应以最具有竞争力的方式，按照招标文件要求，自行制作必要的投标方案和文件。

5.2. The Company shall be responsible to study, understand and interpret the requirements of the bids or offers on its own or in conjunction with its Partners and TEQUESTA shall in no way be liable for any misconstruction of any clause mentioned therein.

公司应独自或和其合作伙伴一起负责研究、理解和翻译招标要求，TEQUESTA 不对其中任何语句的误解负责。

5.3. The Company shall alone be responsible for complying with all conditions and for all after sale support services to the clients and TEQUESTA shall not be obligated for any consequent liabilities arising out of the same, whatsoever.

无论什么，公司应独自承担符合所有条件以及对客户的售后服务支持。TEQUESTA 没有义务承担任何由此产生的责任。

## 6. Remuneration, payment terms etc.

### 薪酬、付款条件等

**6.1.1.** For the Project-related Advisory Services provided by TEQUESTA, as detailed in Annexure "A", TEQUESTA shall be entitled to an Advisory Fee of 21% (Twenty percent) of the Contract value of Project 359 awarded to the Company, based on 2% (Two percent) of the Contract value as the success fee and 19% (Nineteen percent) of pro-rata to the milestone-based payments received by the Company from the Client. The Company has already paid 3.9% of the Contract value (R706,770,480.00) to JTT up to the Agreement date. The total payable amount to TEQUESTA under this Agreement is 17.1% of the Contract value (R3,098,916,720.00).

此外，按照附件 A 中定义的 TEQUESTA 提供的项目相关的咨询服务，TEQUESTA 应获得授予公司合同的总金额 21% 的咨询费。应根据 2% 的成功费和 19% 按照从客户收到的里程碑付款相应的比例付给 TEQUESTA。到签订协议之日，公司已经支付合同总金额的 3.9% (706,770,480.00 兰特) 给 JTT。按照本协议需要支付合同总金额的 17.1% 给 TEQUESTA，也即 3,098,916,720.00 兰特。

*The amount indicated in Clause 6.1.1 above shall be payable as follows:*

*上述 6.1.1 中的金额应按照以下条款支付:*

**6.1.2.** 19% of each payment to be made by the Client to the Company shall be due and payable to TEQUESTA when the Company receives the payment. Namely, each time the Company receives a payment from the Client as a percentage of the total Contract value, same proportion of the Advisory Fee shall be paid to TEQUESTA  
客户对公司支付的每笔款项的 19% 应在公司收款后到期并支付。即公司从客户那里收到合同金额一定比例的款项后，应向 TEQUESTA 支付相应比例的咨询费。

**6.1.3.** All invoices to the Company shall be issued by TEQUESTA subject to the actual payment by the Client to the Company in compliance with the Contract. Should the Contract be suspended or terminated by the Client or by the Company prior to its completion, then the Advisory Fee to be paid to TEQUESTA shall be accordingly suspended or reduced in proportion to the reduction of payments under the Contract.

所有 TEQUESTA 对公司发票应按照客户根据合同的实际付款开具，如果客户或公司在合同完成前暂停或者终止合同，付给 TEQUESTA 的咨询费应根据合同付款的减少，按比例相应地暂停或减少。

**6.1.4.** All invoices will be paid in the Contract payment currency. If TEQUESTA wishes for all payments to credit in USD in equivalent, TEQUESTA accepts the exchange rate at the time of the payment to be received by the Company from the Client or the payment to be released by the Company to TEQUESTA.

所有发票应按照合同付款货币支付。如果 TEQUESTA 希望所有付款转换为等价的美元，TEQUESTA 应接受客户给公司付款时或者公司给 TEQUESTA 付款时的汇率。

**6.1.5.** The Company shall retain an amount of 15% of each Invoice value and pay the balance to TEQUESTA within thirty (30) days of receipt of payment by the Company.  
公司应保留每次发票金额的 15%，同时在公司收到付款后的 30 个工作日内将剩余金额支付给 TEQUESTA。

**6.1.6.** With each payment, the Company shall submit a proof of payment as well as a Statement confirming the amount retained towards the 15% Retention amount, to

TEQUESTA. Each Statement shall show the current retention as well as the cumulative amount retained as on the date of statement.

关于每笔付款,公司应当提交付款证明以及确认 15%保留金的声明给 TEQUESTA。自声明之日起,每个声明应显示本次的保留金额以及累积的保留金额。

6.1.7. When the final payment is received by the Company from the Client and/or return of all bank guarantees released by the Client for this project, whichever occurs later, the full and final payment shall become due to TEQUESTA within thirty (30) days. This would be the final payment of Advisory Fee as well as all the retained amounts so as to leave a zero balance owing to TEQUESTA on the statement.

当公司收到客户支付的最后一笔付款和/或客户返回该项目所有银行保函,以后到者为准,公司应在 30 个工作日内全额付款给 TEQUESTA。这将对最后的咨询费以及所有保留金额支付,给 TEQUESTA 的声明上的剩余未支付余额将为零。

6.1.8. Each side shall be respectively borne its own income tax and other types of taxes (if any) may be levied by and banking charges related to the payment according to Hong Kong laws.

双方根据香港法律各自承担相应的与付款相关的所得税和其它类型的税(如有)、以及银行费用。

## 7. Term and Termination 期限和终止

7.1. This Agreement shall be effective from the Agreement Date and will remain valid for a term that is concurrent with and equal to the term of the Project.  
该协议将从协议日期开始生效并在与项目执行期间一直有效。

7.2. Notwithstanding the aforementioned, if either Party hereto commits a breach of this Agreement or defaults in the performance of any obligation hereof, and if such default or breach is evidenced and not rectified within 14 (fourteen) business days after the same has been called to the attention of the defaulting Party by a written notice from the other Party; then the non-defaulting Party, at its option, may thereupon terminate this Agreement by submitting a written notice to the other Party.

尽管前面提到的,如果任何一方有违反本协议或违反任何协议所规定的义务,并且如果过错方在收到书面通知后的 14 个工作日之内无法及时纠正,非过错方有权通过发送书面通知终止本协议。

7.3. Any expiration or termination of this Agreement pursuant to Clause 7.2 shall be without prejudice to any other rights or remedies to which a Party may be entitled hereunder or at law and shall not affect any accrued rights or liabilities of either Party.

按照 7.2 语句,本协议的任何到期或终止不应该影响其他当事人根据本协议和法律享有的权利或补救措施,同时不得影响任何一方的任何权利和责任。

## 8. Liability provisions 责任规定

8.1. Each Party undertakes to cause its employees, agents, and Affiliates, as long as they are associated with terms of this Agreement, to respect and comply with this Agreement.  
双方承诺,只要和本协议相关的其雇员、代理以及关联机构,都应遵守本协议。

In any case, each Party undertakes to collaborate in good faith with each other to avoid or minimize any disadvantage or harm affecting the other Party.

任何情况下，双方承诺相互真诚的合作以避免或最小化对对方的不利影响。

8.2. The provisions of Clause 9 shall continue to apply following the expiration or termination of this Agreement and for a period of Five (5) years thereafter.

条款 9 应在该协议期满或终止后 5 年内持续有效。

## 9. Confidentiality

### 保密性

9.1. During the course of this Agreement, one Party (the "Discloser") may, on a case-by-case basis, disclose to the other Party (the "Recipient") certain Confidential Information all of which shall be regarded as confidential. "Confidential Information" means any information as the Discloser may from time to time provide (or have supplied or disclosed on its behalf) to the Recipient, including all financial or other information relating to its business affairs or the business affairs of the Affiliates, whether orally or in a written, physical or visual form, regarding the products, activities, including (without limitation) data, software systems, information technology, products, applications together with analyses, compilations, forecasts, studies or other documents prepared by the Discloser (including, but not limited to, lawyers, accountants, consultants and financial advisers) and/or its Representatives which describe or otherwise reflect information about the Discloser and/or its Affiliates.

本协议的过程中，一方("披露方")按照具体情况披露给另一方("接收方")的某些机密信息都应被视为保密。"机密信息"是指，关于产品、活动、包括(但不限于)数据、软件系统、信息技术、产品、应用和分析、编译、预测、研究或其他披露方和/或其代表(含有或反映与披露方和/或其关联机构相关的信息)的文件(包括,但不限于,律师、会计师、顾问和财务顾问),任何披露方可能不时地提供给接收方的信息(或为其提供或披露),包括所有金融或其他信息有关的业务事务或业务事务分支机构,无论是口头还是书面、物理或视觉形式。

9.2. The Recipient shall at all times during the term of this Agreement and for a period of five (5) years following its termination, hold all Confidential Information which it acquires from Discloser under the terms of this Agreement, or otherwise, in strict confidence and shall not disclose such information to any third party or duplicate, transfer, or use directly or indirectly, the Confidential Information other than in Recipient's performance of its obligations under this Agreement.

接收方在任何时候都应当在本协议期内以及协议终止后五年内,保存所有根据本协议的条款从披露方获得机密信息,另外,要严格保密,不得向任何第三方披露此类信息或复制、转让、或使用直接或间接接收方的机密信息,除非接受方用于执行其在本协议下的义务。

The foregoing restrictions shall not apply to any information which: (i) is or becomes generally available to the public other than as a result of a breach of obligation by Recipient; or (ii) is lawfully acquired from a third party who owes no obligation of confidence in respect of the information; or (iii) Recipient is required to disclose by law (provided that Recipient shall assert the confidential nature of the information and give immediate written notice to Discloser and assist Discloser in obtaining a protective order against such disclosure).

上述限制不适用于一下任何信息：(1)成为除了接收方违反义务造成的，一般公众普遍可用的信息；或(2)依法从一个没有义务为这些信息保密的第三方获得的信息；或(3)接收被要求按法律要求披露的信息(如果接收方要维护信息的机密性，立即书面通知披露方并协助披露方获得保护令从而发生的披露)。

- 9.3. Upon request of Discloser, or upon the expiration or any earlier termination of this Agreement, Recipient shall promptly return all copies of the Confidential Information in whatever form or media, to Discloser or, at the direction of Discloser, destroy the same. Recipient shall certify in writing to Discloser such return or destruction within ten (10) days of the date of Discloser's request.

根据披露方的要求，或者在本协议期满或提前终止时，接收方应及时以任何方式或者媒介返回机密信息给披露方，或者按照披露方的指示销毁。在接收到披露方要求后，接收方应在十个工作日内书面通知披露方，确认所有机密信息已经返回或者销毁。

- 9.4. Subject to all other terms of this agreement, this Agreement and its Annexes are also Confidential Information and either party shall not disclose, advertise or publish the terms or conditions of this Agreement or the Annexes without the prior written consent of the other party.

本协议的其他条款以及附件均为保密信息，在没有获得其他一方的书面同意之前，任何一方不应披露、广告或者公布该协议的条款或条件。

#### 10. Miscellaneous

##### 其他

- 10.1. All notices required or permitted to be given under this Agreement shall be in writing, shall be given to the other Party and shall be deemed given to a Party when:

所有本协议下的要求和许可的通知都应该是书面形式，应该发送给另一方并且视为发送给另一方，当以下情况发生时：

- 10.1.1. delivered to the appropriate address by hand or by overnight courier service (costs prepaid);

用手直接投递或者通过快递（费用预付）到正确的地址；

- 10.1.2. sent, if sent by facsimile (with confirmation by the transmitting equipment); or  
发送，如果通过传真发送（要有传输设备的确认）

- 10.1.3. received by the addressee, if sent by certified mail, return receipt requested;  
通过收件人接收，如果是挂号信，要求返回收条；

in each case to the following addresses and facsimile numbers and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number or person as a Party may designate by notice to the other Party):

任何一种情况到以下地址和传真号码，并标示提醒以下指定人的注意（或者一方书面通知另一方指定的地址，传真号码或人）：

#### TEQUESTA:

TEQUESTA Group Limited  
For the attention of: Mr. Salim Essa

**The Company:**

**CSR (HONG KONG) CO., LTD.**

**For the attention of: Mr. Yao Xingzhong**

All correspondence, exchange of information, documents between the Parties, with Customers / third parties shall take place in English language.

所有的通信、信息交换、双方文件、与客户/第三方应在英语语言进行。

10.2.No Party may assign any interest, benefit, right or obligation under this Agreement to any Person without having obtained the prior written consent of the other Party. It shall be a condition of any assignment that the assigning Party gives prior written notice to the other Party and to the Third Party including any Authority (if required by Law or any contract) of its intention and that such Person, provides prior written confirmation that it does not object to such intended assignment, and with respect to an assignment to non-Affiliates that the other Party provides prior written confirmation that it does not object to such intended assignment. Furthermore, it shall be a condition of any assignment that the new participant shall have to ratify this Agreement in writing and accept to be bound by and adhere to the provisions of this Agreement, and in any event of assignment to an Affiliate as specified above, the assigning Party shall continue to guarantee the performance of the new participant under this Agreement and in any event of assignment, it shall also continue to be bound by the exclusivity and confidentiality provisions set forth herein.

在此协议下的任何一方在没有另一方事先书面同意的情况下不得分配利益、收益、权利或义务。任何发生转让的条件是转让方提供书面通知给另一方和第三方包括任何当局(如果法律或任何合同的要求)的意图,以及这些人以书面形式确认它不反对这样的目标转让,并对任务的非一方提供书面确认它不反对这样的转让。此外,发生任何转让的另一个条件是,一个要参与者应当书面认可本协议并接受并遵守本协议的规定,在任何转让给一个上面所指的关联机构的情况下,转让方应持续保证新参与者在此协议下的执行以及无论任何转让,它都应继续遵守排他性和保密规定。

10.3.If any provision of this Agreement is or becomes illegal, unenforceable or invalid under the law of any jurisdiction applicable to the Parties, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired thereby; provided, however, that if such severability materially changes the economic benefits of this Agreement to a Party, the Parties shall negotiate an equitable adjustment in the provisions of this Agreement in good faith.

如果本协议的任何规定在双方使用的法律管辖之下变得不合法、不具有强制力或者失效,在任何法律管辖下的本协议的合法性、有效性及强制性以及任何这种规定的合法性、有效性及强制性都不得影响或损害。如果这种分割实质性改变了本协议一方的利益,双方应就本协议条款真诚地协商并达成公平的调整方案。

10.4.This Agreement (including any annexes thereof) sets forth the full and complete understanding of the Parties as of the date of execution of this Agreement and supersedes all other prior negotiations, agreements, and understandings of the Parties with respect thereto. No Party shall be bound by any other obligations, conditions or representations with respect to the subject matter of this Agreement.



本协议(包括任何附件)自协议执行开始就阐述了双方的所有的完整的理解, 并且取代以往所有其他的先期谈判, 协议以及双方的理解。任何一方都不得被其他关于该协议主题的义务, 条件或陈述所约束。

10.5.No waiver of any of the provisions of this Agreement shall be deemed to be or constitute a waiver of any other provision whether similar or not. No single waiver shall constitute a continuing waiver.

任何该协议任何条款的豁免不得被视为或者构成其他无论是否类似条款的豁免。任何单一的豁免不可以构成持续的豁免。

10.6.Neither this Agreement nor any of the terms hereof may be amended, supplemented, waived or discharged unless the Parties so agree in writing.

无论是协议还是协议的任何条款都不能被修改、补充、豁免或释放, 除非双方有书面的同意。

10.7.Nothing in this Agreement, except to the extent explicitly provided, shall be construed to create an association, trust, partnership, joint venture, or other fiduciary relationship between the Parties or to impose a trust or partnership duty, obligation or liability between the Parties. No Party shall by virtue of this Agreement be deemed to be the representative of the other Party for any purpose whatsoever, and no Party shall have the power or authority as agent or in any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of any other Party for any purpose whatsoever, except specifically agreed in writing by the other Party.

本协议, 除非明确地说明, 不应当被解释为双方创建一个协会, 信托, 合作, 合资企业, 或其他信托关系, 或强制实施信托或伙伴关系的责任, 双方的义务或责任。任何一方不得凭借本协议为了任何目的被视为代表另一方, 任何一方没有权力或权威作为代理或代表任何其他能力, 行动, 绑定, 或者创建或承担任何义务为了任何目的代表另一方, 另一方明确书面同意的除外。

10.8.This Agreement may be executed in one or more duplicate counterparts and when executed by all of the Parties shall constitute a single binding agreement.

本协议可能会执行一个或多个复制同行, 当所有当事人都在执行时, 本协议应当构成一个唯一具有约束力的协议。

10.9.Neither Party hereto shall be liable for any failure to perform its obligations under this Agreement due to a Force Majeure event. In the event of Force Majeure the Parties shall evaluate the obligations affected by the Force Majeure event, and shall mutually agree in writing on the measures to be taken or on the effect of such Force Majeure event on the Parties' obligations hereunder. The Parties may agree that performance of a Party's obligations shall be suspended during the period of existence of such Force Majeure event as well as the period reasonably required thereafter to resume the performance of the obligation. The Parties shall use their best reasonable efforts to minimize the consequences of this Force Majeure. In the event of Force Majeure the Parties, shall discuss and mutually agree on the continued co-operation between the parties, including the necessity of termination of this Agreement.

双方都不用承担由于不可抗力造成的任何协议规定下的各自义务的执行失败。在不可抗力事件中的当事人应当对受不可抗力事件影响的义务进行评估, 并应当以书面形式相互同意对不可抗力事件等影响当事人的义务采取补救措施。当事人双方可以同意在这样的不可抗力时间期间中止履行双方的义务, 以及要求合理的时期之后恢复执行义



务。双方应尽最大的合理的努力使不可抗力造成的后果最小化。在不可抗力期间，双方要讨论并互相同意双方继续合作，包括终止协议必要性的探讨。

10.10. Nothing expressed or implied in this Agreement is intended or shall be construed to create or extend any rights or benefits to any third party, other than the Parties hereto.

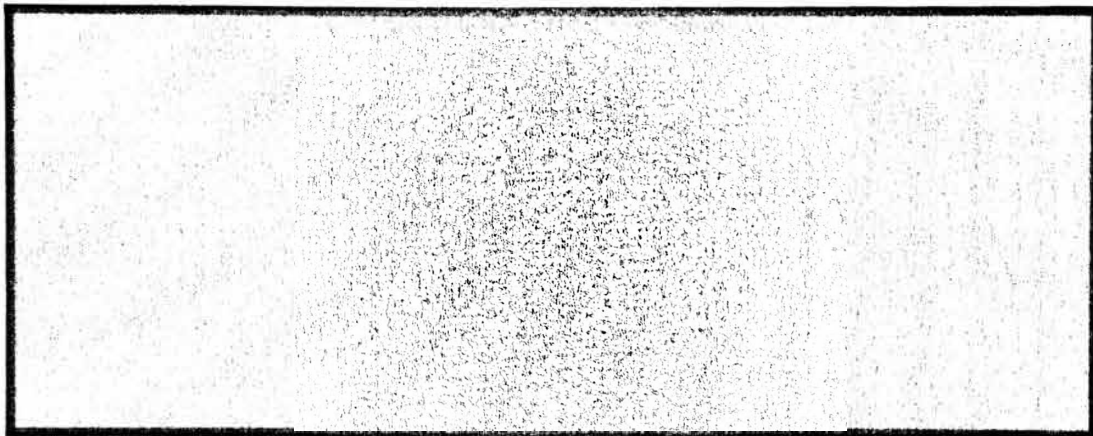
除了本协议的双方，在这个协议中没有表示、暗示或被解释为创建或扩展任何权利或利益任何给第三方。

10.11. Except to the extent of indemnification obligations related to Third Party claims, neither Party hereunder shall be liable for special, incidental, exemplary, indirect, punitive or consequential damages arising out of a Party's performance or non-performance under this Agreement, whether based on or claimed under contract, tort (including such Party's own negligence) or any other theory at law or in equity.

除了达到第三方索赔赔偿义务的程度,任何一方不应被承担因为一方的执行或不履行本协议引起的特殊、附带、惩罚性的、间接的、惩罚性或间接损害, 无论是否基于或是按照合同索赔, 还是按照侵权行为(包括自己的过失)或任何其他法律或权益理论。

#### 11. TEQUESTA Banking details

##### TEQUESTA 银行信息



Any changes to the above banking details of TEQUESTA will be advised by TEQUESTA to the Company in writing. In the event of the Company receiving what appears to be an instruction from TEQUESTA, amending the TEQUESTA banking details, the Company shall only be entitled to act upon such instruction if it was received in writing from, or confirmed in writing with, the signatory to this Agreement.

上述银行资料的任何更改, TEQUESTA 需以书面形式通知公司。如果公司接到 TEQUESTA 关于修改 TEQUESTA 银行信息的指令, 只有确认收到该协议的签字人的书面说明或者书面确认说明, 公司才有权执行这个指令。

#### 12. Binding Effect

##### 约束力

With effect from the Agreement Date, this Agreement shall become unconditional and a legal, valid and binding obligation of each of the Parties.

从协议生效日期起, 本协议将成为双方无条件、合法、有效和有约束力的义务。

#### 13. Signature in counterparts

多个副本

This Agreement is made in English and may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

本协议以英文书就，可执行副本，每一个副本均被视为原件，而且一起构成同一个协议。

IN WITNESS WHEREOF the Parties have executed this Agreement on the date and at the place mentioned below.

兹证明双方在如下的日期和地点签署本协议。

SIGNED AT Shenzhen ON THIS THE 18<sup>TH</sup> DAY OF MAY 2015  
签订于

For and on behalf of TEQUESTA GROUP LIMITED:  
代表 TEQUESTA 集团有限公司



Name: Mr. Salim Essa  
姓名:

Designation: Director  
名称: 董事

Signature:   
签字


SIGNED AT Shenzhen ON THIS THE 18<sup>TH</sup> DAY OF MAY 2015  
签订于

For and on behalf of CSR (HONG KONG) CO., LTD.  
代表南车(香港)有限公司



Name: Mr. Guo Bingqiang  
姓名:

Designation: Authorized Signatory  
名称: 被授权人

Signature:   
签字

## **Annexure - A**

### **Statement of Advisory Services to be provided by TEQUESTA to the Company in respect of the Project as defined in Clause 1.1 of this Agreement**

TEQUESTA 向公司就本协议第 1.1 条定义的项目提供的咨询服务的声明

TEQUESTA, with its long subsisting relationships in the territory of South Africa has agreed to provide the Company with the following services as part of its Advisory and Consulting Services on the Project:

TEQUESTA, 在南非境内有着长期存续的关系, 已经同意向公司提供如下服务作为本项目顾问和咨询服务的一部分:

1. Advise the Company on the regulatory, social, cultural and political framework in South Africa with respect to the Project;  
对于本项目, 向公司就南非法规、社会、文化和政治结构提供建议;
2. Identify the various opportunities of participation in various Government and Private projects, leading to the shortlisting and focus on the current Project as contemplated in this Agreement;  
识别参与各种政府和私人项目的机会, 推动进入短名单并专注本协议中规定的目前项目;
3. Closely co-ordinate with the designated authorities to comprehend the applicable Government policies and advise the Company accordingly to ensure smooth execution of the Project;  
与主管部门紧密协调, 了解适用的政府政策, 给公司提供建议以确保项目的顺利执行;
4. Provide consultancy on participating in the Tenders and bidding processes related to the Project on an ongoing basis;  
就本项目, 在参与投标和竞标过程中提供持续的咨询;
5. Assist the Company in negotiating with the Client on pricing levels in relation to the Project;  
在本项目上, 帮助公司与客户进行价格谈判。
6. Assist the Company in increasing their footprint in Government and Private Projects in South Africa.  
帮助公司提高在南非政府和私人项目中的形象;

It is hereby noted and agreed between the parties that the above services are provided as a pre-Project service and will conclude on the Company signing the Contract for the Project with the Client. The Company will not require any proof of delivery of the above services since it is understood that the Project would not have materialized without the active efforts of TEQUESTA to provide the Services listed above.

特此双方同意, 以上服务仅作为项目前期服务并在公司和客户签订项目合同时才有定论。公司不应要求任何以上服务交付的证据, 因为双方清楚, 如果没有 TEQUESTA 积极努力提供以上列明的服务, 该项目将不会实现。