
**BUSINESS
DEVELOPMENT
SERVICES
AGREEMENT**
商业开发服务协议

**CSR ZHUZHOU ELECTRIC
LOCOMOTIVE CO., LTD.**
(Reg. No.: 430200000010144)
南车株洲电力机车有限公司
(注册号: 430200000010144)

with
与

REGIMENTS ASIA LIMITED
(Reg. No.: 2111264)
REGIMENTS 亚洲有限公司
(注册号: 2111264)

Or its NOMINEE
或其代理人

AGREEMENT NO.: SA-2015-2450
协议号: SA-2015-2450

AGREEMENT DATE: JUN. 10, 2015
协议日期: 2015年6月10日



This Agreement is entered into by and between the following parties:
本协议由以下双方签订

Regiments Asia Limited (hereinafter, referred to as “**REGIMENTS**”), a company duly incorporated and existing under the laws of Hong Kong, having its registered office at Flat A, 15/F, Hillier Commercial Bldg, 65-67 Bonham Strand East, Sheung Wan, Hong Kong duly authorised and represented by the person signing this Agreement.

Regiments亚洲有限公司（在下文中简称“**REGIMENTS**”）一家在香港现有法律下正式注册的公司，其注册地位于香港上环文咸东街65-67号喜利商业大厦15楼A座，正式授权及代表为本协议的签署人。

And
与

CSR Zhuzhou Electric Locomotive Co., Ltd. (hereinafter referred to as the “**Company**”), a company duly incorporated and existing under the laws of the People’s Republic of China, and having its registered offices at Tianxin, Zhuzhou, Hunan, duly authorised and represented by the person signing this Agreement.

南车株洲电力机车有限公司（在下文中简称“**公司**”）一家在中国现有法律下正式注册的公司，其注册地位湖南株洲田心，正式授权及代表为本协议的签署人。

(Hereinafter, REGIMENTS and the Company may be individually referred to as a “**Party**”, and collectively as “**the Parties**”.)

在下文中，REGIMENTS 和公司单独被称为“一方”，共同被称为“双方”。

WHEREAS:
鉴于:

- A. **REGIMENTS**, 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.

REGIMENTS 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 **REGIMENTS** 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 **REGIMENTS** 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 **REGIMENTS** 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，**REGIMENTS** 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 Jun. 10, 2015; being the date of execution of this Agreement;
指的是 2015 年 6 月 10 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，战争和恐怖主义；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。

- “Product” means the Company’s related products and Services.
指本公司的相关产品和服务。
- “Project” refers to the long term (expected 12 years) financial budget for the “Railways Spares & Maintenance by Transnet SOC Limited, South Africa (hereinafter “the Client”).
是指供应给南非 Transnet 公司将实施的长期（预计为 12 年）铁路备件及维保。
- “Territory” means the Republic of South Africa.
指南非共和国。
- “Third Party” 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。
- “Nominee” means any juristic person or Company that may be nominated by REGIMENTS 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REGIMENTS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。
- “BEE” 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（不论是否在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在非营业日发生，则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，而且不应该应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 REGIMENTS 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 REGIMENTS 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. During the period of the project, any penalty enforced by the Client to the Company shall be taken by REGIMENTS and deducted from the Advisory Fee as per Clause 6, 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 REGIMENTS 承担，并从第 6 条款的咨询费中扣除。

4. **Duties and Responsibilities of REGIMENTS**
REGIMENTS 的职责和责任

4.1. REGIMENTS 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.
REGIMENTS 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. In particular, REGIMENTS shall:
REGIMENTS 尤其需要做好以下工作：

4.2.1 advise the Company on the regulatory, social, cultural and political framework in the Territory with respect to the Project;

为公司提供在领域内与项目相关的体制、社会、文化和政治框架方面的建议；

4.2.2 closely coordinate with the designated authorities to comprehend the applicable Government policies and advise the Company accordingly to ensure the successful award and smooth execution of the Project;

密切协调相关主管机构，理解相应的政府政策，并为公司提供相应的建议，以确保项目的成功获得和顺利执行；

4.2.3 provide consultancy to the Company on participating in the Tenders and bidding processes related to the Project;

为公司提供参与针对项目的投标和竞标流程方面提供咨询；

4.2.4 assist the Company in negotiating with the Client on pricing levels in relation to the Project;

协助公司与客户就项目定价方面进行谈判；

4.2.5 Assisting the Company in increasing their footprint in relation to the Project.

协助公司增加其与项目相关的影响力；

4.3. In providing the Services, REGIMENTS shall faithfully and diligently perform its obligations in a competent manner, comply with all applicable laws and regulations, act in the best interests of the Company and adopt the best practice in relation to all relevant matters.

在提供服务的过程中，REGIMENTS 应以称职的方式，忠实、勤勉地履行其义务，遵守所有适用的法律、法规和法令，一切为了公司利益，并且采用其最好经验来处理所有相关事务。

4.4. REGIMENTS shall indemnify, defend and hold harmless, at it's own expense, the Company and its personnel from and against any and all actions, claims, losses, liabilities, penalties, damages and related costs and expenses incurred by or asserted against any of them where such actions, claims, losses or damages are the result of bad faith, wilful default or gross negligence of REGIMENTS or its staff.

REGIMENTS 应承担费用赔偿、捍卫和维护公司及其人员免受任何和所有的诉讼、索赔、损失、责任、罚款、损害，以及由此所产生的或声称针对任何人的成本和费用，若这些诉讼、索赔、损失或损害是由于 REGIMENTS 或其职员恶意、故意违约或严重疏忽造成。

4.5. REGIMENTS shall provide all necessary information, advice and assistance to the Company in the territory with regard to the Project and on the process for the awarding of the Contract as well as the normal performance by the Company as per the contract to ensure the smooth execution and the success of the project.

REGIMENTS 应提供给公司本项目所有必要的信息、建议和帮助，包括授予公司合同期间以及公司按照合同正式执行期间，以确保顺利执行和项目成功。

4.6. REGIMENTS shall consult with the Company for the pricing strategy and be responsible for the performance including but not limited to all obligations associated with the fight for the project, until the Company get the Contract and fulfil all rights and obligations of the Contract. 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.

REGIMENTS 应就价格策略给公司提供咨询，并负责包括但不限于与公司拿到合同相关的所有义务，直到公司获得合同并完成所有的合同责任和义务。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。

- 4.7. REGIMENTS shall advise the Company on the relevant local legislation and practices, laws, regulations, policies and changes thereto in connection with the Project on as and whenever necessary.

如有需要，REGIMENTS 应就本项目相关的本地立法和惯例、法律、法规、政策给公司提供建议。

- 4.8. REGIMENTS shall not, unless expressly agreed by the Company in writing:

除非公司以书面形式明确表示同意，否则 REGIMENTS 不应该：

- 4.10.1 make any representation on behalf of the Company;

代表公司做出任何声明；

- 4.10.2 have any power to negotiate or conclude any agreement including the Contract on behalf of the Company;

代表公司拥有权利谈判或缔结任何协议，包括本合同；

- 4.10.3 give any guarantee or warranties to any third party on behalf of the Company;

代表公司向任何第三方作出任何保证或担保；

- 4.10.4 have any authority or power to commit the Company to any financial outlay or responsibility.

享有任何授权或权力使公司承担任何财务支出或责任；

- 4.10.5 exceed the authority contained in this Agreement.

超出本协议中的授权；

- 4.9. REGIMENTS will have a period of one year from date of Agreement to deliver the Project, failing which this agreement will automatically terminate and the Parties can then decide on its resurrection or not, by written agreement.

从本协议日期起，REGIMENTS 有为期一年的时间完成项目交付成果，没有完成本协议将自动终止，之后双方可以通过书面协议选择是否续约。

- 4.10. REGIMENTS 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 REGIMENTS 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。

5. Duties and Responsibilities of the Company

公司的职责和责任

- 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 REGIMENTS 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，REGIMENTS 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 REGIMENTS 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。REGIMENTS 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. Provided that the Contract is awarded to the Company for any part of the Project, the Company shall pay an amount equivalent to 21% (twenty one percent) against the actually participated contract amount of the Company, including variations and extensions to REGIMENTS (the Service Fee).

如果公司被授予项目任何部分的合同，则公司应该支付实际参与的合同总金额 21%（百分之二十一）给 REGIMENTS，包括变更和延展（服务费）。

6.1.2. The Service Fee will be paid to REGIMENTS as follows:

服务费将按照下列条件支付给 REGIMENTS:

6.1.2.1. A percentage of the Contract amount will be treated as

. Success Fees and

. Certain other milestone payments

and will become payable after the signing of the Contract between the Company and the Client and the receipt of the advance payment by the Company from the Client, and on reaching the said milestones respectively. These amounts will be determined closer to the time of finalization of the Contract and will be detailed in an addendum to this Agreement.

合同总金额一定比例的费用分为如下类别:

. 成功费，和

. 其他的里程碑付款

且在公司与客户签订合同后，且公司收到客户支付的预付款，以及满足相应的里程碑条件时支付。这些金额将在合同临近签订时，以该协议附录的形式予以确定。

6.1.2.2. The remaining amount will be paid in proportion to the payment received by the Company from the Client. The Parties agree that proportion and period is subject to the cash flow received from the Client. The detailed mechanism for this arrangement will be outlined in

a separate addendum to this Agreement closer to the time of finalisation.

剩余金额将按照公司从客户处收到的付款比率予以支付。双方同意付款比例和期限将根据从客户处收款的现金流来决定。此安排的详细机制将在合同临近签订时，以该协议单独附录的形式予以确定。

6.1.2.3. Within thirty (30) days after receipt of the payment by the Company from the Client; and

公司从客户处收款后 30 天内。

6.1.2.4. With the amount in the same currency as the payment received by the Company but in a currency to be intimated by REGIMENTS in each invoice that will be submitted by REGIMENTS to the Company. The exchange rate will be fixed on the date payment is received by the Company from the Client

金额按照公司收款相同的货币，但支付按照 REGIMENTS 提供给公司的发票上的货币。汇率按照公司从客户处收款当天的汇率进行固定。

6.1.2.5. All of the income tax and other types of taxes (if any) may be levied by and banking charges in Mainland China related to the payment shall be borne by the Company. All other taxes and banking charges outside of Mainland China shall be borne by REGIMENTS.

所有在中国大陆征收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，将由公司承担。所有在中国大陆之外的税收和银行费用将由 REGIMENTS 承担。

6.1.2.6. For the sake of clarity, save as otherwise provided in this Agreement, each party shall bear its own costs and expenses incurred in negotiating and entering into this Agreement and pursuing, furthering and fulfilling the rights and obligations set forth herein.

为澄清之目的，除非该协议中另有规定，各方承担各自与谈判、签订本协议及进一步执行其权利与义务相关的成本和费用。

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 contain or otherwise reflect information about the Discloser and/or its Affiliates.

本协议的过程中，一方(“披露方”)，根据具体情况，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(含有或反映与揭露者和/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).

上述限制不适用于以下任何信息: (i)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：

10.1.2. 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；

10.1.3. 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）

10.1.4. 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）：

REGIMENTS:

REGIMENTS Asia Limited

For the attention of: Mr. Salim Essa

The Company:

CSR ZHUZHOU ELECTRIC LOCOMOTIVE CO., LTD.

For the attention of: Mr. Wang Pan

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,以及这各人以书面形式确认它不反对这样的目标转让,并对任务的非另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,一个新的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。如果这种课分割性实质性地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。

- 10.12. This Agreement shall be governed and construed in accordance with the laws of Hong Kong.

该协议收香港法律管辖。

10.13. The English language shall be the language used for all purposes of this Agreement.
该协议所使用的语言为英语。

11. **REGIMENTS Banking details**

REGIMENTS 银行信息

Name of bank& Branch: 银行名称:	HSBC Bank, Head Office, Central, Hong Kong
Account Number: 账号:	652-353533-838
Currency of Account: 账号币种:	USD
Account Name: 账户名:	REGIMENTS Asia Limited
SWIFT Code: SWIFT 代码:	HSBCHKHHHKH

Any changes to the above banking details of REGIMENTS will be advised by REGIMENTS to the Company in writing. In the event of the Company receiving what appears to be an instruction from REGIMENTS, amending the REGIMENTS 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，REGIMENTS 需以书面形式通知公司。如果公司接到 REGIMENTS 关于修改 REGIMENTS 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**

签字副本

This Agreement 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.

本协议可执行副本，每一个副本应被视为原件，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 SANDTON ON THIS THE 10TH DAY OF JUNE 2015
签订于

For and on behalf of **REGIMENTS ASIA LIMITED.**
代表 **REGIMENTS** 亚洲有限公司

Name: Mr. Salim Essa Designation: **Director**
姓名: 名称: 董事

Signature:
签字

SIGNED AT SANDTON ON THIS THE 10TH DAY OF JUNE 2015

For and on behalf of **CSR ZHUZHOU ELECTRIC LOCOMOTIVE CO., LTD.**
代表南车株洲电力机车有限公司

Name: MR. Zhou Qinghe Designation: **Authorized Signatory**
姓名: 名称: 授权人

Signature:
签字



Annexure – A 附件-A

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

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

REGIMENTS, 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:

REGIMENTS, 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 REGIMENTS 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 REGIMENTS 积极努力提供以上列明的服务, 该项目将不会实现。