

RETAINER AGREEMENT

THIS RETAINER AGREEMENT made this 09th day of April 2024

BETWEEN

NOBILE LAW of P.O. Box 25617, Dar es Salaam (hereinafter referred to as "the Firm") of one part,

AND

DONGFENG (TANZANIA) ZHAOHONG AUTOMOBILE a limited liability company registered under the laws of Tanzania of P.O. Box 7409 Dar es Salaam (herein referred to as "Client") of the other part.

DONGFENG (TANZANIA) ZHAOHONG AUTOMOBILE the Client hereto agrees to engage the firm to provide the bookkeeping and tax services.

AND WHEREAS the firm agrees to provide consultation services as requested.

NOW THEREFORE the parties hereto mutually covenant and agree as hereunder:

1. SERVICE AND FEES

1.1 The retained book-keeping and tax consultancy services to be provided by the firm shall be as follows:

1.2 To prepare book-keeping services.

1.3 The provision of tax consultation services and advice.



2. REMUNERATION

2.1 As consideration for the provision of Services, the Client shall pay the firm the sum of only Tsh1,000,000 per month (one Million shillings) for a period of first 3 months starting from 09th April, 2024 and ending on 8th July, 2024 (hereinafter the "Retainer Fee").

2.2 That, after the first three months the Client shall pay Tsh2,000,000 per month (Two Million Shilling) for a period of 9 months starting from 9th July, 2024. The Retainer Fee shall be paid in a lump sum soon after the signing of this Agreement.

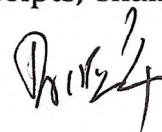
2.3 During the Retainer Period the firm shall not participate in any assignment that may directly conflict with the interests and business of the Client. Provided however that should it happen that the firm have retainer arrangements with another client who has a matter subject of dispute with the Client, the Firm shall disqualify themselves from representing any of the two clients

2.4 Remuneration to the Advocates does not include Government Taxes and or reimbursable expenses, which shall, under this agreement be paid by the Client.

2.5 The Firm will respond promptly to the Client's requests for the services, and for assistance on matters falling within the Service contract.

3 EXPENSES

When the Client requires legal services which require traveling of our staff, Client will reimburse the cost for the staff at reasonable disbursements incurred in connection with Client matters. The Client, against receipts, shall



reimburse reasonable transportation, accommodation, and meal costs incurred by the Firm and fee-earners while working on Client matters. The Client will incur an additional charge of Tanzania Shillings Two Hundred Thousand (Tshs. 200,000 / =) for each night that a staff of the Firm is required to spend away from Dar es Salaam on Client matters. A similar charge of Tanzania Shillings Two Hundred Thousand (Tsh200,000/=) shall apply with respect to other fee-earners working for the Firm.

4. CONSENT

The Firm shall not compromise any suit without the express written authority and consent of the Client.

5. CO-OPERATION

The Firm shall appoint a "Client contact" staff to supervise assignments for the Client, and to be the main point of liaison with the Client, or in-house consultation service. For this end, the contact person is Mr. DING CHANG JIANG. The parties shall maintain regular contact and co-operate in addressing the Client's consultation services as required.

6. TERMINATION

6.1 This Agreement shall terminate on 8th April, 2025 or twelve months from the date of signing this agreement whichever occurs later, at which time the Parties shall meet to review work done by the Firm for the Client during the Retainer Period, and to discuss renewal of the Agreement. In the event that the Agreement is not renewed, the Parties shall cooperate to ensure that any existing Client matters are dealt with Confidentiality in the best interests of the client.



6.2 This Agreement cannot be terminated by the Client. Provided the Firm can terminate this agreement for a valid reason by giving a written notice expressing to terminate the agreement 30 days in advance.

6.3 Upon termination of this Agreement by the Firm, the unappropriated portion of the Retainer Fee which was paid in advance by the client shall be refunded to the Client, after deduction of any other fees or costs due by the Client to the Firm.

7. CONFIDENTIAL INFORMATION

During the term of this Agreement and after its termination, the Firm shall keep with inviolable secrecy and not reveal, disclose or publish to any persons, unless with the prior written approval of the Client, any matter concerning the affairs or business of the Client that it may have acquired or may hereafter acquire or learn during the term of this Agreement.

8. SETTLEMENT OF DISPUTES

In the event of any dispute arising out of this Agreement or the breach thereof, the Parties shall use their best efforts to settle such dispute amicably. If the Parties are unable to resolve the dispute by negotiation then it shall be finally settled by arbitration in accordance with the Arbitration Ordinance Chapter 15 of the laws. All matters arising from or in connection with this Agreement, its validity, existence or termination shall be determined in accordance with the laws of the United Republic of Tanzania.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in the manner and on the day and year set out hereunder"-

A handwritten signature in black ink, appearing to be 'P. M. M. M.', located at the bottom right of the page.

STAMPED AT DAR ES SALAAM WITH THE OFFICIAL STAMP OF NOBILE LAW in our presence this

Day 09 of 4 2024.)the FIRM

Name: DING CHANGJIANG

Signature.....[Handwritten Signature].....

Address: P.O. Box 25617, DAR ES SALAAM

Qualification: **MANAGING PARTNER**

SEALED and DELIVERED at Dar es Salaam



with the Common Seal of _____

in our presence this 09 day 4 of 2024

CLIENT: **DONGFENG (TANZANIA) ZHAOHONG AUTOMOBILE**

Name: YONGXING WEI

Signature: [Handwritten Signature]

Address: P.O. Box 7409 DAR ES SALAAM

Qualification: DIRECTOR

Name: Lucy Henry Mushi

Signature: [Handwritten Signature]

Address: P.O. Box 41025 DAR ES SALAAM

Qualification: DIRECTOR/ SECRETARY



[Handwritten Signature]