



No.AGENCY2011-002

AGENCY AGREEMENT

代理协议

BETWEEN

DONGFENG MOTOR CO., LTD,
NO. 10TH, DONGFENG AVENUE WUHAN TECHNOLOGY & ECONOMIC
DEVELOPMENT ZONE,
WUHAN CITY, HUBEI PROVINCE,
CHINA

AND

HOANG HUY INVESTMENT SERVICES JOIN STOCK COMPANY
116 NGUYEN DUC CANH STREET, LE CHAN DISTRICT
HAIPHONG CITY
VIETNAM





This Agency Agreement is made and entered on the day of Apr. 1st, 2011, WUHAN city, HUBEI province, China.

本代理协议 2011 年 4 月 1 日 签订于 湖北省武汉市。

BETWEEN 协议签订双方为：

DONG FENG MOTOR COMPANY LIMITED, a company organized and existing under the law of P. R. China, having its principal place of business in Wuhan city, Hubei province, Postal Code 430056, P. R. China (Hereinafter referred to as DFL) .

Herein represented by Mr. Zhuang Yuxian fully authorized for purpose of this contract.

东风汽车有限公司，本公司依据中华人民共和国法律成立，公司注册地址为中国湖北省武汉市，邮编 430056（以下简称东风有限）。

庄育先先生在此全权代表该公司，来签订此协议。

AND

HOANG HUY INVESTMENT SERVICES JOIN STOCK COMPANY, a company organized and existing under the law of Vietnam, having its principal place of business in Haiphong city, Vietnam (Hereinafter referred to as HOANG HUY).

Herein represented by Mr. DO HUU HA fully authorized for the purpose of this Agreement.

DO HUU HA 先生在此全权代表该公司，来签订此协议。

DFL and HOANG HUY hereinafter jointly referred to as "the Parties"

DFL 和 HOANG HUY 以下可合称双方。

WHEREAS 鉴于：

(1) "DFL" (DONG FENG MOTOR COMPANY LIMITED) is the qualified and legal distributor/producer of DONGFENG commercial vehicle products and services.

DFL（东风汽车有限公司）是合格、合法的东风商用车产品与服务的生产商，销售商。

(2) HOANG HUY has the necessary knowledge, experience, expertise and facilities to distribute/service Dongfeng commercial vehicle Products.

HOANG HUY 公司具备分销服务东风商用车产品所必需的知识、经验、专家和设施等。

NOW THIS AGREEMENT WITNESS AS FOLLOWS 本协议达成如下内容：

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A. APPOINTMENT/COMMODITIES/TERRITORY 授权/商品/市场区域:

(1). General Agent. Subject to the terms of this Agreement, DFL appoints HOANG HUY, and HOANG HUY accepts such appointment, as the independent, general agent of Dongfeng commercial vehicle Products in and limited in Vietnam. And DFL must be HOANG HUY's the only supplier of the Dongfeng commercial vehicle. As long as HOANG HUY fully satisfies all of its obligations under this agreement, and unless HOANG HUY's general status is terminated pursuant to Section E of this Agreement, DFL will not appoint any other agency to distribute DONGFENG commercial vehicle Products located in Vietnam.

本协议条款约定的总经销商代理权是指: DFL 指定 HOANG HUY, 且 HOANG HUY 接受该指定, 作为东风商用车产品的总经销商, 且在限定的区域[越南]独立经营。并且 DFL 作为 HOANG HUY 唯一东风商用车供应商。只要 HOANG HUY 履行了本协议项下的义务, 并且根据本协议第 E 条的规定, HOANG HUY 的总经销商代理没有终止之前, DFL 将不会在越南授权其他的东风商用车产品经销商。

(2). Limitations on Rights of General Agent. Notwithstanding HOANG HUY's general agent appointment, DFL reserves the right at any time in the territory to offer, license and sell any Dongfeng commercial vehicles Products, directly or indirectly, with no obligation to pay compensation to HOANG HUY to

(i) Governmental body

(ii) UN or its branches

(iii) A specific governmental contract project.

总经销商代理权的限制条件: 尽管本协议授权了总经销商代理的权限, DFL 仍保留权利在任何时候在区域内直接或间接的提供、许可和销售东风商用车产品给以下列出的第三方, 且没有义务支付任何赔偿给 HOANG HUY。

(i) 政府组织

(ii) 联合国及分支机构

(iii) 一个特定政府性承包项目

(3). All the business between "the Parties" should comply with the law and regulations of P. R. China and the Socialist Republic of Viet Nam.

双方一切业务往来必须遵守中国及越南社会主义共和国相关法律之规定。

(4). Here only refers to medium & heavy commercial vehicles and HOANG HUY may accept additional models to be distributed under the terms and conditions of this Agreement.

在本代理协议约定的内容之下, HOANG HUY 公司可接受, 分销东风商用车中、重型及其它车型产品。

B. OBLIGATION & RIGHT 权利与义务:

(1). HOANG HUY undertakes to have a commercial organization adequate for the promotion of the sales of DONGFENG commercial vehicle Products.



HOANG HUY 公司应有一个合适的商业运营架构来促销东风商用车产品。

(2). HOANG HUY shall have premises suitable for the sale and after-sale servicing of the DONGFENG commercial vehicle Products.

HOANG HUY 公司为东风商用车产品的销售和售后服务提供必要的条件。

(3). HOANG HUY shall promote systematically sales to all prospective buyers of the D DONGFENG commercial vehicle Products.

HOANG HUY 公司应为东风商用车产品的潜在用户开展系统的促销活动。

(4). HOANG HUY shall provide monthly operation reports to DFL

HOANG HUY 公司应为 DFL 提供月度经营报告。

- Sales and stock of DONGFENG commercial vehicle Products in HOANG HUY
HOANG HUY 公司东风商用车产品的销售与库存状况。
- Sales forecast for the following month
未来月度的销售预测。
- Competitive activities, sales volume/promotion activities of the competitors etc..
竞争对手的市场竞争活动、销量、促销活动等。

(5). HOANG HUY will use its best efforts to:

(i) Vigorously promote the distribution of Dongfeng commercial vehicle Products in Vietnam, in accordance with the terms and policies of DFL as announced from time to time;

(ii) Satisfy those reasonable criteria and policies with respect to sales promotion under this Agreement communicated in writing to HOANG HUY by DFL from time to time.

HOANG HUY 将尽其最大努力执行以及贯彻:

(i) 在 DFL 发布其产品以及政策之后, 及时在越南组织形式多样的东风商用车推介活动。

(ii) DFL 书面传达给 HOANG HUY、针对本协议项下销售推广的合理标准和政策。

(6). HOANG HUY should achieve the initial Business Targets below:

HOANG HUY 必须达成以下销售目标:

Year 2011, marketing quantity is minimum 1100 units.

2011 年销售目标为最低 1100 台。

The planned sales volume in the next three years (From April 1st, 2011 to March 30th 2014.): HOANG HUY commits that the annual increment rate of the sales volume is minimum 10%.

未来 3 年计划销量, HOANG HUY 从签订本协议起 (从 2011 年 4 月 1 日至 2014 年 3 月 30 日止) 承诺每年销量增长不低于 10% 。

(7). KD ASSEMBLY OPERATION



KD 组装业务

(i) DFL will support HOANG HUY company with technical document, assigning engineers etc., to evaluate, install and operate the Kingrun-KD assembly operation in case of DFL and HOANG HUY to cooperate in SKD business in Vietnam from 2011.

2011 年双方达成协议在越南组装东风商用车产品, 开展天锦 KD 业务, DFL 将向焯辉公司提供相关技术文件, 派遣技术人员并协助指导天锦 KD 的装配和操作等。

(ii) HOANG HUY should provide the Kingrun-KD assembly operation investment plan and the necessary facilities, as the precondition for the actualization of this Kingrun-KD assembly operation in Vietnam in 2011.

HOANG HUY 必须提供对于天锦 KD 业务的投资计划及所需设施; 一并作为天锦越南 2011KD 组装业务实施的先决条件。

(8). Advertising Obligations. HOANG HUY will aggressively advertise Dongfeng commercial vehicle Products in Vietnam in accordance with this Agreement, however, provided that HOANG HUY will use advertisement that have been approved in writing by DFL before such use, and unless otherwise agreed by both Parties, any expenses actually incurred by HOANG HUY in connection with advertising of the Dongfeng commercial vehicle Products shall be borne by HOANG HUY.

广告宣传义务。 HOANG HUY 将根据本协议在越南积极为东风商用车产品进行广告宣传。但 HOANG HUY 在进行广告宣传前其广告必须事先经得 DFL 书面批准, 并且除双方另行约定外, 任何与东风商用车产品广告宣传相关实际所发生的费用应由 HOANG HUY 一方承担。

(9). "the Parties" have agreed if the USD (American Dollar) change more than (- or+) 1% against RMB (Chinese currency) within the validity period of the quotation (the basic exchange rate should be confirmed by both party every year), DONGFENG would adjust the quotation accordingly, and each party should cover 50% of the exchange rate.

双方同意: 在报价期间, 如果美元兑换人民币变动超过正负百分之一(基准汇率双方每年确认一次), 东风将对交易报价进行相应调整, 双方各自承担汇率变动的 50%。

C. AFTER SALES SERVICES 售后服务

(1). HOANG HUY should have necessary workshop / ground / common or special maintenance equipment and technicians / networks to support the customers with service after sales, including warranty / maintenance / guidance etc.

HOANG HUY 必须拥有维修所需要的场地、通用和专用的维修设备, 必备的维修人员和服务网络, 向用户提供技术服务, 包括质量保修, 里程保养, 维修, 使用指导, 技术指导等。

(2). HOANG HUY should keep sufficient spare parts in store according to the requirement of the customers, in order to ensure good after sales service.

为了确保售后服务的及时, HOANG HUY 应根据自己的了解和用户的习惯来订购备件,



确保备件储备。

(3).After Sales Services Network:

售后服务网络建设:

(i) DFL will support HOANG HUY to build the After Sales Services Centre and the After Sales Services Network in the "contract area" according <Overseas Service Agency Operation Management Standard of DFCV>. HOANG HUY will also provide the After Sales Services conform to the standard which mentioned above.

DFL 协助 HOANG HUY 按照《东风公司商用车海外服务代理运营管理标准》在“合同区域”内建立服务中心和服务网络。并按照上述标准向客户提供服务。

(4). The feedback of the marketing information is very important for DFL to improve its products quality, HOANG HUY need to feed back the quality information to DFL regularly, for the common quality information, HOANG HUY feedback per month, for the patch quality information, it need to be fed back timely with TR report, all the information must true, exact, elaborate. 市场信息的反馈对于 DFL 改进产品品质有很大的帮助, HOANG HUY 需定期反馈市场上出现的质量问题, 对于一般质量问题, 要求每月反馈一次, 对于批量质量问题, 要求以 TR 报告的形式及时反馈, 要求反馈的信息真实、准确、详细。

(5). DFL shall supply HOANG HUY the commercial documents, which include the introduction, Workshop and Parts manual, Service and maintenance instructions in English suitable for the introduction of DONGFENG commercial vehicle.

DFL 向 HOANG HUY 提供东风商用车使用手册、备件目录、维修手册等相关文件的英文版。

(6) DFL will hold the after-sale service training regularly aim to improve HOANG HUY'S repairing capacity and service level. DFL will make the training plan every year according to the requirement of HOANG HUY and the sales of new model truck, then hold the training. For the domestic training(held in china), HOANG HUY should afford the trainees' international air ticket, accommodation and diet expense, while DFL will afford domestic transportation, visit, training fee. For the overseas training(held in Vietnam), HOANG HUY should afford the trainees' accommodation and diet fee, while DFL will afford the trainers' air ticket, accommodation, diet, and training expense.

为提高市场服务人员的服务水平和能力, DFL 将定期组织开展售后服务培训。DFL 每年将根据 HOANG HUY 的培训需求及新品车型的导入情况, 制定培训计划并开展培训。对于国内(中国)培训, HOANG HUY 需承担学员的往返机票, 食宿等费用, DFL 承担国内交通、参观、培训等相关费用, 对于国外(越南)培训, HOANG HUY 承担学员的食宿等费用, DFL 承担培训老师的往返机票, 食宿、培训等相关费用。



(7). Regarding the further details of after sales service, "the Parties" should negotiate separately and sign the After Sales Services Agreement as the appendix of "this Agreement", which has the same legal effect as "this Agreement".

对于售后服务更多的具体事宜，“双方”将另外探讨并签订相关的售后服务协议，并作为本协议的附件，与本协议享有同等的法律效力。

D. DISTRIBUTION NETWORK 分销网络:

(1). HOANG HUY may appoint dealers/sub-dealers and keep DFL informed in the territory and all of the dealers and sub-dealers should be approval and registered by DFL.

HOANG HUY 公司可以在本协议限定的区域内授权经销商和二级分销商，但所有被授权的经销商或二级分销商必须告知 DFL，并经 DFL 同意和备案登记。

(2) HOANG HUY is obliged to have its own distribution and after-service network in the northern, the central, and the western area in Vietnam, in order to satisfy the DONGFENG commercial vehicle customers.

HOANG HUY 有义务在越南北部、中部、西部区域市场建立自有的分销及售后服务网络，以满足越南东风商用车客户的需求。

(3). DFL could provide DONGFENG DEALER VI MANUAL and other standards accordingly to HOANG HUY in order to assist HOANG HUY and the "dealer/sub-dealer" to use DONGFENG logo legally and correctly ,as well as uniform DONGFENG VI image in each DONGFENG service and sales points.

DFL 有义务向 HOANG HUY 提供经销商 VI 手册和其它标准，以帮助 HOANG HUY 及其授权的经销商和二级分销商合法、正确地使用东风品牌，同时确保东风 VI 形象的一致性，维护东风品牌形象。

E. USE OF DONGFENG BRAND 东风品牌的使用:

(1). HOANG HUY is authorized to use "DONGFENG" trademarks and its logo during the period of validity in the "Territory" and should be concluded after the termination of this agreement. All patent, trademarks, copy rights and any other intellectual property rights used or embodied in the vehicles produced by DFL shall remain the sole property of DFL. HOANG HUY should taking obligation to assist DFL to protect its rights If any infringement of DFL brand appeared.

在本代理协议有效期内，DFL授权HOANG HUY在限定区域内使用东风商标和品牌。该使用权将随着本协议的终止而同时终止。商品上出现的或者是使用的所有由东风制造或生成的专利、商标、版权、及其它知识产权将由东风独自拥有。当任何侵犯东风品牌的行为出现时，HOANG HUY有义务协助DFL维权。

(2). HOANG HUY must implement "DONGFENG" trademark and logos correctly according to the standards and requirements of DFL when the



"Dealer" sales & market the "Commodities" of DFL. It is necessary to inform and acquire approval from DFL if other patterns or logos used in marketing or promoting DFL "Commodities".

当HOANG HUY经销东风商用车商品时, HOANG HUY 必须按照东风商用车的标准和要求正确使用东风商标和品牌。如果经销商使用其它图案或者商标经销东风商用车商品, 必须得到东风商用车的同意。

F. DURATION OF THE AGREEMENT 协议期限:

(1). This Agency Agreement shall be effective as from the date of signature January 14th, 2010 and shall remain in effect for a period of Three years (From April 1st, 2011 to March 30th 2014.)

本代理协议从 2011 年四月一日签订之日起三年内有效。(201 年 4 月 1 日~2014 年 3 月 30 日)

(2) The Agency Agreement, which previously signed on January 15th 2010 between DFCV and HOANG HUY, should be terminated once this Agency Agreement (No.AGENCY2011-002) signed between two parties.

在本代理协议 (No.AGENCY2011-002) 签署后, 2010 年 1 月 15 日 HOANG HUY 与 DFCV 签署的经销商协议自动终止。

(3). Both of the parties could propose to renewed for additional cooperation periods before the expiry date to continue the Agreement.

在本代理协议到期前, 双方可以重新约定延续新的合作期限。

(4). A written notice should be given to another party half a year in advance, if any party wants to terminate the Agreement before the expiry date. DFL reserve the rights to terminate the agreement

在协议到期前, 如果任何一方想提前终止协议, 必须提前半年时间以书面形式通知对方。DFL 保留终止本协议的权利。

G. CONFIDENTIALITY 保密

The Parties shall hold in confidence for this Agency agreement, any and all information in relation to the other party's affairs, technical documents, business or method of carrying on its business should be kept confidential for each party.

协议双方应为本代理协议保密, 任何一方都有义务为另一方在双方业务交往中涉及到的所有相关事务, 技术文本, 业务模式等进行保密。

H. SETTLEMENT OF DISPUTES 争议解决:

(1). The Agency Agreement is subject to the Laws of People's Republic of China and neutral international law.

本代理协议必须遵守中华人民共和国法律以及中立的国际法。

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(2). All disputes in connection with this Agreement or the execution thereof shall be settled friendly through negotiation. In any case where the performance and interpretation of this Agreement shall become a legal issue, the parties hereby submit to be governed by the Laws of China and the venue to be at the Beijing, Arbitration Commission In Beijing, whose decision shall be final and binding on both parties.

本协议中的争议或者是在本协议执行过程中产生的争议必须通过友好协商来解决。一旦本协议需要解释或者履行过程中出现一些法律问题，本协议的双方将遵守中国法律的约束，由位于北京的仲裁委员会来仲裁，该委员会的仲裁决定将是最终决定且对双方都具有约束力。

I. FORCE MAJEURE 不可抗力:

Neither Party shall be liable for failures or delays in performing its obligations hereunder arising from causes beyond their control including but not limited to acts of military authority, fires, strikes, lock-outs, labour disputes, or governmental restrictions.

如果出现包括但不限于军事冲突、火灾、罢工、劳工纠纷或者是政府的限制等情况，本协议任何一方对由此产生的无法履行或延期履行其责任和义务的行为不负责任。

(NO TEXT BELOW)

以下无正文

J. SIGNATORY 签字:

Signed in WUHAN city, Hubei province, China, on Apr. 1st, 2011.

2011年4月1日签订于中国湖北省武汉市

For
DFL

For
HOANG HUY

