

RAFFAELLI, SPEES, SPRINGER & SMITH

A PARTNERSHIP INCLUDING A NONLAWYER

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AGREEMENT

This Agreement is made on the 13th day of September, 1994 between The China External Trade Development Council (hereinafter referred to as "CETRA") and the law firm of Raffaelli, Spees, Springer & Smith (hereinafter referred to as "the Firm").

The parties have agreed as follows:

1. CETRA agrees to retain the services of the Firm for a period of one year.
2. The Firm shall assist CETRA on matters involving international trade before the Congress of the United States and the Executive Branch of the United States Government.
3. CETRA agrees to pay the Firm a retainer of \$6,250 a month in 12 monthly installments for a total of \$75,000. The first month's payment shall be due and payable at the time this agreement is signed and each subsequent payment shall be due 30 days after the previous payment was due.
4. CETRA agrees to pay the Firm for the successful completion of assigned additional special projects mutually agreed not to exceed \$65,000 during the contract period.
5. The Firm shall provide CETRA such written reports as required by CETRA in fulfillment of the above goals. Any such reports shall be considered confidential in nature, not for distribution to third parties without the express written consent of both the Firm and CERTA.

6. The agreement shall take effect August 1, 1994 and shall continue through July 31, 1995. At the end of this agreement CERTA shall review the performance of the Firm and shall decide whether to continue the relationship with the Firm or to terminate the relationship with the Firm. Such termination shall be by written notice to the Firm. In the event CERTA does not send a written notice of termination, both parties will negotiate a new agreement for the services of the Firm for a minimum of one year. Furthermore it is agreed that the Firm shall be able to propose terms of compensation more favorable than those contained in this agreement.

IN WITNESS THEREOF;

The China External Trade Development Council

By *He Suang*

Date *Oct. 12, 1994*

Raffaelli, Spees, Springer & Smith

By *D. Springer*

Date *Sept 13, 1994*