



特殊的普通合伙 Limited Liability Partnership

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Kent WOO/吴清发
kentwoo@zhonglun.com

21th of January 2026

Consulate General of Italy in Guangzhou
Unit 1403, International Finance Place (Ifp)
No.8 Huaxia Road, Zhujiang New Town, 510623, Guangzhou

Via email: ; giovanni.floris@esteri.it ; amm.canton@esteri.it

Dear Mr. Floris, dear Mr. Caruso, dear officials:

Engagement Letter

We have prepared this Engagement Letter to confirm the scope of services Zhong Lun Law Firm (“**Zhong Lun**”) will perform on behalf of **Consulate General of Italy in Guangzhou** and Zhong Lun’s legal fees. This Engagement Letter, together with the appended Terms and Conditions, forms the contract between Zhong Lun and the Consulate General of Italy in Guangzhou.

Please find a proposed scope of services below.

1. SCOPE OF SERVICES

Further to our email exchanges, we understand that our assistance shall consist of a Legal Note (also called “Legal Memorandum”) covering the Consulate General’s mandatory and optional aspects of the housing funds for its employees under China laws.

Upon delivery of the Legal Note, our fee includes one follow-up round of questions and clarifications to ensure all aspects of your inquiry are addressed to your satisfaction.

For drafting the aforementioned Legal Note, our fees shall be 6 300 RMB (VAT included).

2. RESPONSIBLE LAWYERS AND CONFIDENTIALITY

The lawyer who signs this Engagement Letter below will be primarily responsible for the legal work performed for the Consulate General of Italy in Guangzhou. Other

lawyers from Zhong Lun may be added to the team, based on specific knowledge needed, to ensure that the Consulate General of Italy in Guangzhou receives legal advisory of the highest quality.

All information concerning the legal work performed for the Consulate General of Italy in Guangzhou, including the files that you assign to us, will be treated with the strictest level of confidentiality.

Please acknowledge receipt of this Engagement Letter and your agreement to the terms of our engagement as set out herein by signing the enclosed copy of this Engagement Letter in the space provided and returning it to us.

Please feel free to let me know if you have any questions regarding this Engagement Letter.

Yours sincerely,

Kent WOO
Partner
Zhong Lun Law Firm, Guangzhou Office

13 January 2026

Dear Kent,

I have reviewed this Engagement Letter and agree to the terms and conditions described therein.

Sincerely yours,

Name, position and signature:


Il Vice Commissario
Amministrativo Contabile
Giovanni Floris



Dully representing and on behalf of **the Consulate General of Italy in Guangzhou**

Terms and Conditions

This document and attached engagement letter (“**Engagement Letter**”) shall form the contract (“**Contract**”) between the client(s) named in the Engagement letter (“**you**”) and Zhong Lun Law Firm (“**we**” or “**us**”).

1. Our services

- 1.1. **Scope** – We will perform the services described in the Engagement Letter with reasonable skill and care.
- 1.2. **Services for your benefit** – Our services are provided solely for your use for the purpose set out in the Engagement Letter or the relevant deliverable. Except as stated in the Engagement Letter or the relevant deliverable, as required by law, or with our prior written consent, you may not: (a) show or provide a deliverable to any third party or include or refer to a deliverable or our name or logo in a public document; (b) make any public statement about us or the services.
- 1.3. **Further work** – Unless otherwise agreed in writing, any further work we may agree to carry out in connection with the services will be carried out as part of this Contract and will be subject to its terms.

2. Your responsibilities

- 2.1. **Generally** – You agree to: (a) provide us promptly with all information, instructions and access to third parties we reasonably require to perform the services; (b) ensure we are permitted to use any third party information or intellectual property rights you require us to use to perform the services. Our services will be provided based on the assumptions that we will have full cooperation and trust from you and timely information provision and feedback.
- 2.2. **Information** – You agree to: (a) ensure that information and documents provided to us are accurate, complete, not misleading and are of authenticity, legality and relevance (we will rely on the provided information and documents to perform the services and will not verify it in any way, except to the extent we have expressly agreed to do so as part of the services); (b) alert us to changes to information and documents provided to us; and (c) let us know if you expect us to use the information and documents from other engagements in connection with this one (otherwise, we are not required to use those information and documents and will not be deemed to know them for the purposes of this Contract).
- 2.3. **Interdependence** – Our performance depends on you also performing your obligations under this Contract. You agree that we are not liable for any default that arises because you do not fulfill your obligations.

3. Confidentiality

- 3.1. **Confidential information** – All information in relation to you or the files you assign to us will be treated confidentially, except where required by law or regulation or where requested by a professional body of which we are a member.
- 3.2. **Period of confidentiality** – Confidential information disclosed pursuant to this Contract will be subject to the terms of this Contract for three (3) years following the expiration or termination of this Contract.
- 3.3. **Referring to you and the services** – In the event that the relevant project, transaction or engagement is no longer confidential, we may refer to you and the nature of the services we have performed for you when marketing our services, provided we do not disclose your confidential information.

4. Fees and payments

- 4.1. Fees for the services will be charged on the basis as set out in the Engagement Letter. All invoices will be due after delivery. If an invoice remains unpaid for 30 days after delivery, we shall be entitled to charge interest at the rate of 0.5% per day.
- 4.2. Unless otherwise stated in the Engagement Letter, all fees are exclusive of expenses and we will charge you expenses such as travel, subsistence, communication and handling costs (photocopying, printing, fax and courier, etc.).
- 4.3. Please ensure that your bank charges are not deducted from your remittance.

5. Term and termination

- 5.1. **Commencement** – This Contract will start on the earlier of (i) the date of the Engagement Letter; or (ii) when we begin to perform the services; and
- 5.2. **Termination** – You have the right to terminate our services at any time after consulting with us. In such an event, you will be required to pay in full our fees and disbursements incurred as of the termination date. This agreement also creates the right for us to terminate our services to you for any reason, including the failure to timely pay our statements in full as submitted, the failure to replenish the retainer if requested, fabricating, or concealing material facts or evidence, or if we determine, in only our discretion, that to continue our services would be unethical or impractical.

6. General

- 6.1. **Performing services for others** – Provided we do not disclose your confidential information and we comply with our ethical obligations; you agree that we may perform services for other parties whose interests may conflict or compete with yours. Whilst we have established procedures to identify such situations, we cannot be certain that we will identify all conflicts that exist or may develop, in part because we cannot always anticipate what a company might perceive to be a conflict. You undertake to notify us of any conflicts relating to the services we provide, of which you are or become aware.
- 6.2. **Entire agreement** – This Contract forms the entire agreement relating to the services. It replaces and supersedes any previous proposals, correspondence, understanding, agreements or other communications whether written or oral.
- 6.3. **Conflicting terms** – If anything in these terms of business is inconsistent with the Engagement Letter, the Engagement Letter takes precedence.
- 6.4. **Governing Law** – This Contract shall be governed by the laws of the People's Republic of China, which excludes the laws of the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan.
- 6.5. **No warranties** – You acknowledge that we have not made any representations, promises, warranties or guarantees to you, express or implied, regarding the outcome of your matter.
- 6.6. **Limited Liability** – If your loss is caused by our gross negligence, our liability to you shall not exceed 100% of the legal fee paid to us.
- 6.7. **Dispute Resolution** – Any dispute arising from or in connection with this Contract shall be submitted to the Guangzhou Arbitration Commission for arbitration.