**CONSULTANCY AGREEMENT**

This Consultancy Agreement is made on «01» November, 2014 by and between:

**\_\_\_\_\_\_\_,** a company organized and existing under the laws of Belize, having its registered address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the person of its Director \_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of Charter,

(hereinafter referred to as the «Consultant»), on the one part, and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** a company organized and existing under the laws of Singapore, having its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Singapore, registration number in the person of \_\_\_\_\_\_\_\_\_\_\_, acting on the basis of the power of Attorney, (hereinafter referred to as the «Company»), on the other part,

hereinafter collectively referred to as the «Parties» and individually as a «Party».

WHEREAS, the Consultant possesses unique and substantial knowledge in the field of financial consultancy in the sphere of analysis of financial schemes (structure transactions), financial planning activities of the company in the territory of \_\_\_\_\_\_\_\_\_\_ and other states;

WHEREAS, the Company is planning to develop its business in the territory of different states  and therefore wishes to obtain from the Consultant financial consulting services, and the Consultant wishes to accept such appointment;

NOW, THEREFORE, the Parties in consideration of mutual undertakings and commitments set forth herein agree as follows:

**1. Services**

1.1. According to this Agreement the Consultant shall provide to the Company informational financial consulting services relating to:

- attraction of financial resources;

- evaluation of the real possibilities of the company;

- assessment of the feasibility of investments;

- financial analysis;

- mergers and acquisitions;

- implementation of investment projects and the opening of new activities in the existing business;

- increase the investment attractiveness of the company (the “Services”).

1.2. The Company anticipates extensive interaction of the Consultant with the Company’s management for the purposes of rendering the Services and shall facilitate such interaction in due course.

1.3. Volume and concrete scope of the Services shall be defined in separate Company’s orders to be given to the Consultant by email and/or orally.

**2. Remuneration**

2.1. In consideration for the Services provided under this Agreement the Company shall pay to the Consultant the fee in the amount of \_\_,000 (\_\_\_\_\_\_\_\_\_\_\_) US Dollars.

2.2. Payment of the Consultancy Fee referred to above shall be made to the bank account designated in the invoices provided by the Consultant.

**3. Company’s Responsibilities**

The Company shall pay for the Services provided by the Consultant in compliance with the terms and conditions of the Agreement.

The Parties recognize that Company’s providing of the necessary initial data in a timely manner and timely discussions, clarification and acceptance of the preliminary results of the Services by Company shall be essential for a duly provision of Services.

Company shall accept, review and approve any preliminary results of the Services provided by the Consultant. In the case such approval is delayed the deadlines of the following stages of Services and final reports provision will be changed respectively without any liability from the Consultant’s side.

The Company shall notify the Consultant of any circumstances and/or events that may affect fulfillment of the Parties’ obligations under the Agreement immediately it has become known to the Company.

**4. Company’s Warranty**

The Company acknowledges that Consultant 's fee basis does not take into account potential liability to Consultant resulting from the use of its Services or reports. Accordingly, the Company agrees to release Consultant from, and to take all action necessary for Consultant not to have, any liability to the Company and third parties (including from Consultant 's own negligence) that collectively exceeds the total fees received by Consultant from the Company for the Services or reports to which the liability relates.

**5. Consultant’s Warranty**

Consultant represents and warrants that the Services to be provided under this Agreement will be provided in accordance with the standards customarily provided by an experienced and competent organization rendering the same or similar services. In case the Company finds any defects in the Services provided, the Consultant shall eliminate any of said defects at no cost to Company.

The Consultant shall not hand over the results of the Services provided to the third parties without having agreed it with the Company.

**6. The Parties’ Liabilities**

The Consultant shall indemnify to the Company any damage or losses incurred by the Company as a result or in consequence of the provided Services, if the caused damage or losses resulted from the Consultant’s gross negligence, or the deliberate breach by the Consultant of its obligations hereunder.

If necessary, the Consultant shall be entitled to retain subcontractors for rendering the Services under this Agreement. The costs for retaining subcontractors are included in the cost of Services until otherwise agreed by the Parties in writing.

The Company realizes that the Consultant shall rely in furnishing the Services and preparing the report on data provided by the Company. Company shall be responsible for provision of full, accurate and reliable data required for provision of the Services, and the Consultant shall not be responsible for any errors, omissions or incorrect conclusions in the results of the Services provided by Consultant caused by errors, omissions or incorrect information in the data provided by Company.

Company at its own discretion shall use and implement the documents, report and other deliverables provided by the Consultant in the course of the provision of the Services under this Agreement. Consultant shall not be responsible for any consequences, damage or losses caused by the Company’s decisions made on the basis of the documents, reports or other deliverables of the provided Services.

Consultant assumes that all the information provided by Company for the provision of the Services in any format and on any means of information storage is provided in copies of the originals owned by Company shall not be responsible for occasional and not deliberate loss of all or part of the information.

Should it become impossible to fulfill the Agreement due to the circumstances out of the Consultant’s control, and also in the event of the Agreement termination as a result of the Company’s fault, the Company shall indemnify the Consultant costs actually incurred by the Consultant by the date of the Agreement termination, except for the cases when such termination is caused by gross negligence of the Consultant.

The Parties assure each other and guarantee that:

- they are authorized to enter into this transaction under terms and conditions of the Agreement, execute their rights and fulfill their obligations under the Agreement and there will be no restrictions imposed by the Management of the Parties limiting their authority of the Parties related to the execution and fulfillment of the Agreement;

- representatives of the Consultant and Company signing the Agreement are duly authorized to sign the Agreement, and have all required permits and/or approvals on the part of the Management of the Consultant and Company, respectively, and by entering into this Agreement they do not breach any requirements and provisions of the by-laws or regulations of the managerial bodies of Consultant and Company.

**7. Changes to Terms of the Agreement**

Any changes and additions to this Agreement shall be considered as valid and binding only if signed by the authorized representatives of both Parties.

**8. Confidentiality**

All information with respect to the Parties, commercial activity and working procedures of the Parties shall be of confidential nature. The Parties hereby agree not to disclose any confidential information to third parties.

**9. Severability**

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction or by any regulatory agency or authorized arbitration panel, the remaining provisions of this Agreement hereto shall remain in full force and effect, and the Parties will renegotiate a suitable replacement for the provisions held invalid.

**10. Notices**

Any notice under this Agreement shall be in writing and shall be considered given when delivered personally or two days after mailing by registered mail to the Company and/or the Consultant at their respective addresses set forth above.

**11. Governing Law. Dispute settlement**

This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales.

In the case of any disputes or arguments related to the execution of this Agreement, the Parties shall undertake to settle the same by means of negotiations.

Any dispute arising out of or in relation to this Agreement shall be settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. The place of arbitration shall be London, England. The language of the arbitration proceedings shall be English. Each Party to the dispute shall appoint one arbitrator and the two arbitrators so appointed shall agree on a third arbitrator, who shall be the chairman of the arbitration tribunal. If a Party fails to appoint an arbitrator or the two arbitrators appointed by the Parties cannot agree on a third arbitrator, in each case within one month then the relevant arbitrator shall be appointed by the President of the London Court of International Arbitration.

**12. Agreement Validity**

This Agreement shall come in force from the date of its execution, shall remain in force during 3 (Three) months.

However, the expiration or termination of this Agreement shall not relieve any obligations of Consultant hereunder, and all rights, claims or remedies that the Company may have under this Agreement shall survive after the expiration or termination of this Agreement.

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| **13.** **Termination** |
| The Agreement may be terminated at any time upon a mutual written consent of the both Parties. |
| The Company may at any time terminate the Agreement by a preliminarily written notification sent to the Consultant there of 30 (thirty) calendar days before the termination date, and such termination shall be effective from the date specified in the notice, but in no event prior to the receipt of such notice by Consultant. In this case the Company shall pay the Consultant for the Services provided by the date of such termination. |
| The Consultant may terminate the Agreement only in case of the Company’s breach of its obligations by a preliminarily written notification sent to the Company thereof thirty (30) calendar days before the termination date.  **14. Assignment of rights**  Neither Party may assign rights (or transfer obligations) under the Agreement to any third party without a written consent of the other Party. |

**15. Force-majeure**

A Party shall not be liable for the non-performance of its obligations under the Agreement, if it proves that proper performance was impossible as a result of appearance of extraordinary circumstances (force-majeure).

Force-majeure circumstances shall mean war, flood, fire, earthquake, and other natural calamities, changes to effective legislation, as well as circumstances that could not reasonably be foreseen by either Party, and which prevent the fulfillment of obligations under the Agreement, and whose appearance has not been the direct or indirect result of action or omission by either of the Parties.

The Party not performing its obligations under the Agreement due to the appearance of force-majeure circumstances shall be obligated to notify the other Party in writing within 5 (five) working days of the onset of such circumstances. Such information should include information on the nature of such force-majeure circumstances, and also, where possible, an estimated effect on the performance of obligations and possible deadline for performance of obligations.

On the expiration of the aforementioned circumstances, the Party must immediately notify the other Party in writing and immediately continue fulfillment of its obligations under this Agreement.

In the event of force-majeure circumstances, the term of obligations under this Agreement shall be extended for the period of such circumstances being in force.

If force-majeure circumstances prevent either of the Parties from performing its obligations for the period exceeding 1 (one) month, or after their onset it becomes clear that they will last over 1 (one) month, either of the Parties may send the other Party a notification suggesting to conduct negotiations in order to determine mutually acceptable terms for performing contractual obligations or termination of this Agreement.

**16. Miscellaneous**

This Agreement is made out in two original copies, in English, one copy for each of the Parties.

**17. Bank`s Detail**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized corporate officers as of the date first above written.

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| For and behalf of  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | For and behalf of  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Director | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Attorney |
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