This Consulting Agreement No. \_\_/\_\_-\_\_S (the "**Agreement**") is made and effective this \_\_\_\_\_\_\_\_\_ \_\_, 20\_\_\_\_,

**BETWEEN:** ‘**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**’(the "**Consultant**"), a corporation organized and existing under the laws of \_\_\_\_\_\_\_\_\_\_, with its head office located at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

**AND:** ‘**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**’ (the "**Company**"), a corporation organized and existing under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with its head office located at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Nicosia, Cyprus.

The parties hereto agree as follows:

**1. RECITALS**

1.1. Consultant has expertise in the area of the Company's business on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and is willing to provide consulting services to the Company.

1.2. The Company is willing to engage Consultant as an independent contractor, and not as an employee, on the terms and conditions set forth herein.

1.3. The Company desires to obtain the services of Consultant by means of services provided by Consultant’s employees dispatched by Consultant to provide services to Company hereunder (“Agents”), on its own behalf and on behalf of all existing and future Affiliated Companies (defined as any corporation or other business entity or entities that directly or indirectly controls, is controlled by, or is under common control with the Company), and Consultant desires to provide consulting services to the Company upon the following terms and conditions.

1.4. The Company has spent significant time, effort, and money to develop certain Proprietary Information (as defined below), which the Company considers vital to its business and goodwill.

1.5. The Proprietary Information will necessarily be communicated to or acquired by Consultant and its Agents in the course of providing consulting services to the Company, and the Company desires to obtain the services of Consultant, only if, in doing so, it can protect its Proprietary Information and goodwill.

**2. Services**

Consultant agrees to perform for Company the services listed in the Scope of Services section in Exhibit A, attached hereto and executed by both Company and Consultant. Such services are hereinafter referred to as “Services.” Company agrees that Consultant shall have ready access to Company’s staff and resources as necessary to perform the Consultant’s services provided for by this Agreement.

**3. Consulting Period**

3.1. Basic Term

The Company hereby retains the Consultant and Consultant agrees to render to the Company those services described in Exhibit A for the period (the “Consulting Period”) commencing on the date of this Agreement and ending the date the Consulting Period is terminated in accordance with Section 7. The Company shall pay the Consultant the compensation to which it is entitled under Section 5 through the end of the Consulting Period, and, thereafter, the Company’s obligations hereunder shall end.

3.2. Renewal

Subject to Section 7, the Consulting Period will be automatically renewed for additional 12 (Twelve) months period (without any action by either party) on the Term Date and on each anniversary thereof, unless one party gives to the other written notice 30 (Thirty) days in advance of the beginning of any 12 (Twelve) months renewal period that the Consulting Period is to be terminated Either party’s right to terminate the Consulting Period, instead of renewing the Agreement, shall be with or without cause.

**4. Duties and Responsibilities**

4.1. Consultant hereby agrees to provide and perform for the Company those services set forth on Exhibit A attached hereto. Consultant shall devote its best efforts to the performance of the services and to such other services as may be reasonably requested by the Company.

4.2. Consultant shall use its best efforts to furnish competent Agents possessing a sufficient working knowledge of the Company’s research, development and products to fulfill Consultant’s obligations hereunder.

4.3. Personnel supplied by Consultant to provide services to Company under this Agreement will be deemed Consultant’s employees or agents and will not for any purpose be considered employees or agents of Company. Consultant assumes full responsibility for the actions of such personnel while performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, provision of employment benefits (if any) and payment of salary (including all required withholding of taxes).

**5. Compensation, Benefits and Expenses**

5.1. Compensation

In consideration of the services to be rendered hereunder, including, without limitation, services to any Affiliated Company, Consultant shall be paid on a hourly rate \_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) USD per hour.

5.2. Benefits

Other than the compensation specified in this Section 3, neither Consultant nor its Agents shall not be entitled to any direct or indirect compensation for services performed hereunder.

**6. Invoicing**

Company shall pay the amounts agreed to herein upon receipt of invoices which shall be sent by Consultant, and Company shall pay the amount of such invoices to Consultant.

**7. Termination of Consulting Relationship**

7.1. By the Company or the Consultant

At any time, either the Company or the Consultant may terminate, without liability, the Consulting Period for any reason, with or without cause, by giving 30 (Thirty) days advance written notice to the other party. If the Consultant terminates its consulting relationship with the Company pursuant to this Section 7.1., the Company shall have the option, in its complete discretion, to terminate Consultant immediately without the running of any notice period. The Company shall pay Consultant the compensation to which the Consultant is entitled pursuant to Section 5.1. through the end of the Consulting Period, and thereafter all obligations of the Company shall terminate.

7.2. Termination Due to Bankruptcy, Receivership

The Consulting Period shall terminate and the Company’s obligations hereunder (including the obligation to pay Consultant compensation under Section 5.1.) shall cease upon the occurrence of: (1) the appointment of a receiver, liquidator, or trustee for the Company by decree of competent authority in connection with any adjudication or determination by such authority that the Company is bankrupt or insolvent; (2) the filing by the Company of a petition in voluntary bankruptcy, the making of an assignment for the benefit of its creditors, or the entering into of a composition with its creditors; or (3) any formal action of the Board to terminate the Company’s existence or otherwise to wind up the Company’s affairs.

**8. Termination Obligations**

Consultant hereby acknowledges and agrees that all property, including, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints, and other documents, or materials, or copies thereof, Proprietary Information (as defined below), and equipment furnished to or prepared by Consultant or its Agents in the course of or incident to its rendering of services to the Company, including, without limitation, records and any other materials pertaining to Invention Ideas (as defined below), belong to the Company and shall be promptly returned to the Company or destroyed by Consultant upon termination of the Consulting Period. Following termination, neither Consultant nor any of its Agents will not retain any written or other tangible material containing any Proprietary Information.

The representations and warranties contained herein and Consultant’s obligations under Sections 12, 13, and 14 shall survive termination of the Consulting Period and the expiration of this Agreement.

**9. Assignment; Successors and Assigns**

Consultant agrees that it will not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement, nor shall Consultant’s rights be subject to encumbrance or the claims of creditors. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of the Company with, or its merger into, any other corporation, or the sale by the Company of all or substantially all of its properties or assets, or the assignment by the Company of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

**10. Confidential Information**

10.1. Consultant agrees not to disclose or use, except as required in Consultant's duties, at any time, any information disclosed to or acquired by Consultant during the term of this Agreement. Consultant shall disclose promptly to Company all inventions, discoveries, formulas, processes, designs, trade secrets, and other useful technical information and know-how made, discovered, or developed by Consultant (either alone or in conjunction with any other person) during the term of this Agreement. Consultant agrees that he shall not, without the written consent of Company, disclose to third parties or use for his own financial benefit or for the financial or other benefit of any competitor of Company, any information, data, and know-how, manuals, disks, or otherwise, including all programs, decks, listings, tapes, summaries of any papers, documents, plans, specifications, or drawings.

10.2. Upon termination of this Agreement, Consultant shall deliver to Company or destroy all drawings, manuals, letters, notes, notebooks, reports, and all other materials (including all copies of such materials), relating to such confidential information which are in the possession or under the control of Consultant. Consultant shall sign secrecy agreements provided by Company.

**11. Status of consultant**

Consultant is an independent contractor and neither Consultant nor Consultant’s staff is or shall be deemed to be employed by Company. Company is hereby contracting with Consultant for the services described on Exhibit A and Consultant reserves the right to determine the method, manner and mean by which the services will be performed. Consultant is not required to perform the services during a fixed hourly or daily time and if the services are performed at the Company’s premises, then Consultants time spent at the premises is to be at the discretion of the Consultant; subject to the Company’s normal business hours and security requirements. Consultant hereby confirms to Company that Company will not be required to furnish or provide any training to Consultant to enable Consultant to perform services required hereunder. The order or sequence in which the work is to be performed shall be under the control of Consultant. Consultant shall take appropriate measures to insure that Consultant’s staff is competent and that they do not breach Section 4 hereof.

**12. Disputes**

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

**13. Taxes**

Any and all taxes imposed or assessed by reason of this Agreement or its performances shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of Company and Company and Consultant specifically agree that Consultant is not an employee of Company.

**14. Complete Agreement**

This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the Parties hereto with respect to the subject matter hereof. Company acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

**15. Notices**

All notices or other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand or mailed, postage prepaid, by certified or registered mail, return receipt requested, and addressed to the addresses indicated in the header of this Agreement.

Notice of change of address shall be effective only when done in accordance with this Section.

**16. Assignment**

This Agreement may not be assigned by either Party without the prior written consent of the other Party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the Parties hereto.

**17. BANK DETAILS OF THE PARTIES**

**CONSULTANT**

Bank’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Nicosia

Customer’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account number: USD \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IBAN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SWIFT CODE: \_\_\_\_\_\_\_\_\_

**COMPANY**

Bank’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Cyprus

Customer’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account number: USD \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IBAN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SWIFT CODE: \_\_\_\_\_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the date first above written.

**CONSULTANT COMPANY**

Authorized Signature Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Director Director

**Exhibits A to Consulting Agreement No. \_\_/\_\_-\_\_S** **as of \_\_\_\_\_ \_\_, 20\_\_**

Consultant agrees to perform for Company the services as described below.

Scope of Services:

- to provide advice on online and mobile games product evaluation, advice on contract negotiations, and advice on mobile games sector investment opportunities in the territory of the USA.

**CONSULTANT COMPANY**

Authorized Signature Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director Director