

CONSULTING AND FEE PROTECTION AGREEMENT

This Agreement is made this day of

BETWEEN

SMART BUSINESS CONSULTING SOLUTIONS LLP, registered in England and Wales No: OC368797, Registered Office: Suite 72, Cariocca Business Park, 2 Sawley Road, Manchester, Lancashire, M40 8BB, United Kingdom, as the **Consultant and Funding Facilitator** - below called "**SBCS**", represented by **Mr. Albert Deak** and **Mrs. Delia Claudia Deak**

AND

Tax ID number: _____, Address: No. _____, Business registration number: _____,
City of _____, County of _____, (Post Code) _____,
Country _____ - below called "**The CLIENT**", represented by _____.

WHEREAS

A. The CLIENT seeks financing for its project named

having a total amount of US\$ _____ (_____)
and being located in country: _____ The CLIENT must remit all its
documentations such as Business Plan and/or Feasibility Study, forecast financials, project's
executive summary, etc. to SBCS within 10 business days;

B. SBCS have been retained, as consultants to assist in the sourcing of finance from selected
financiers or other kind of funding sources in the United States, Europe or any other jurisdictions
in the world. The SBCS's services will start only after receiving all the required documentations
requested at the point A. SBCS reserves the right to refuse the improper, inaccurate, incomplete
or unintelligible documentations and it may suggest the CLIENT to re-write them in a correct and
professional manner and to submit them again to SBCS. The documentations will be compulsory
written into English language and expressed in USD currency.

1. SERVICES

The services to be offered by SBCS comprise but are not limited to:

- 1.1. **Introduction/Submission** to Financiers / Equity Partners / Joint Venture partners or other kind of funding sources for:
 - Loan, Funding or Participation,
 - Traditional Investments (Stocks/ Bonds, Certificates of Deposit, Mutual Funds, Real Estate and others),
 - Alternative Investments (Private Placement Programs, Futures/Options Trading, Hedge Funds, Forex and others), Bank Instruments (Standby Letter of Credit, Ready Willing Able Letter, Bank Comfort Letter and others), SWIFTS (MT760, MT99, MT999 and others).
- 1.2. This agreement covers all types of funding and can mean debt loans, private and equity loans and investors, joint ventures, bond (debt) funding, venture capital, development and construction finance, asset lending, discounting and inventory finance, insurance bonds, etc. or any other kind of funding supplied to the CLIENT in a direct or indirect manner through SBCS's intercession.

- 1.3. SBCS and the CLIENT are to exercise due care and diligence in all business matters associated with the prospective financial institutions so engaged in achieving a satisfactory result.

2. CONFIDENTIALITY

- 2.1. All dealings between SBCS and the CLIENT are to remain confidential during the financing process and also 15 (fifteen) years after that, unless otherwise agreed between the parties. Should any inquiries by SBCS be necessary, every caution will be taken to ensure confidentiality remains intact.

3. NON-CIRCUMVENTION

- 3.1. The confidential nature of the business can no longer be guaranteed, when seeking expressions of interest from financial institutions. Upon a financial institution being chosen, a new Agreement may be produced, to guarantee any negotiations remain confidential between the CLIENT, SBCS and the financial institution(s).
- 3.2. The CLIENT is not allowed to carry on other business with the prospective financial institution which could be contrary to this Agreement or change the procedures, negotiations, payment conditions, conclude any contracts, circumvent or attempt to circumvent each of the parties involved in any transactions SBCS is desirous of entering into, unless so agreed by SBCS.
- 3.3. The success fee/commission established in this Agreement is available for this transaction as well as every and all the future transactions which the CLIENT will develop with the financial institutions whose services SBCS have facilitated (in conformity with the Chapter 1.1. of this Agreement), and also for any other funds or benefits received from this transaction directly or indirectly, or received through other companies where the CLIENT is involved.

4. PAYMENTS PAYMENTS

- 4.1. The CLIENT will pay the non-refundable amount of **GBP 500 (five hundred Pound)** to SBCS by bank wire transfer to SBCS's bank account as indicated at the Chapter No. 5, or optionally the CLIENT will pay the amount of GBP 520 (*five hundred and twenty Pounds*) can be done via PayPal using the payment button from the website's page:
<http://www.smartfundingsolutions.co.uk/cif-form.html>
- 4.2. The success fee/commission will be paid within 30 business days of the time that the CLIENT is paid in good funds

5. SUCCESS FEE'S PAYMENT CONDITIONS

- 5.1. The success fee/commission will be paid by bank transfer to the bank account of SBCS as follows:

Bank details:

- Bank Name: **Barclays Bank PLC**
- Beneficiary's Account Name: **Smart Business Consulting Solutions LLP**
- Beneficiary's International Bank Account Number (IBAN):
GB68BARC20553490688789
- Branch Identifier Code (SWIFT Code): **BARCGB22**

- 5.2. The CLIENT will be informed regarding any change of the bank details through a simple notification.

6. SUCCESS FEE/COMMISSION

- 6.1. Upon satisfactory completion of the project the CLIENT will become liable to pay in full to SBCS a sum equalling as follows:
- 6.1.1. **2% (two percent)** - for amounts between US\$1 Million to US\$10 Million;

- 6.1.2. **1% (one percent)** - for amounts between US\$10 Million to US\$500 Million;
6.1.3. **0.75% (zero point seventy-five percent)** - for amounts between US\$500 Million to US\$1 Billion
6.1.4. **0.50% (zero point fifty percent)** - for amounts between US\$1 Billion to up of the amount of funding obtained for the business and it will be paid directly to SBCS by the CLIENT.
6.2. The SBCS's success commission is payable in full on the final funding amount and within 30 business days from the day and date funding comes into effect, irrespective of whether the CLIENT arranges with the funder/s for 100% emission or, draw down (tranches) over a longer period.
6.3. The CLIENT does understand that the success commission stipulated at the article 6.1. is the success commission of SBCS but not the success commission of the Financiers. The Financiers are free to charge the CLIENT their own success commission having no connection, in any way, with the commission of SBCS, stipulated above.

7. TERMS AND CONDITIONS

- 7.1. This Agreement shall remain in place until:
a) Terminations by either party by giving written notice.
b) Either party ceases trading.
7.2. This Agreement is to be fully applicable to any and all transactions, present and future, resulting from each introduction, including any and all subsequent, follow-up, repeat, extended, renegotiated and new transactions as well as initial transactions that occur during the term of this Agreement.

8. COMMUNICATIONS AND NOTICES

- 8.1. It is agreed that all e-mail flyers, notices, demands, or other communications under this Agreement shall be in writing and shall be deemed given if served personally or sent by fax, e-mail, overnight courier, or certified mail, postage prepaid, and addressed to the known individual or corporate addresses.
8.2. Faxed/Scanned Copy. Signed facsimile or scanned transmissions of this document shall be considered an original of the document, and shall have the same effect and force as signed hard-copy originals of the document. It shall be binding and legally enforceable as any full recourse commercial contract.
8.3. All faxed and / or e-mailed copies of this document when executed and transmitted shall be considered original, legally binding and enforceable documents. Signature of this agreement shall be deemed an executed agreement, enforceable and admissible for all purposes as may be necessary under terms of this agreement.

9. AMENDMENTS

During the life of this Agreement should there be cause to make amendments, these shall be agreed by all parties and confirmed in writing and then included as an addendum to this Agreement.

10. ARBITRATION

- 10.1. Any controversy or claim arising out of or relating to this Agreement, or the breach or claim of breach hereof, which is not amicably settled between the Parties, shall be settled by recourse to the arbitration of a third party agreed in this Agreement. In the event of such controversy, the Parties agree that in addition to damages fixed by the arbitrator, the prevailing party shall be entitled to recover all arbitration costs, including without limitation, arbitration charges, attorney's fees, expenses for expert witnesses, accountants and the like, travel expenses, lodging, costs of collection and other associated costs arising out of or related to such arbitration.
10.2. If there is a dispute between SBCS and the CLIENT which cannot be resolved in the normal course of business, the matter in dispute shall be referred to an arbitrator as appointed by the

London Court of International Arbitration based in London, United Kingdom and the decision of the appointed arbitrator will be final and binding on both parties.

11. ATTORNEY'S FEES

In the event any action of proceeding is brought by a Party to this Agreement against the other Party hereto to enforce any arbitration award, the prevailing party shall be entitled to recover costs and expenses and reasonable attorney's fees in connection with or arising from such action or proceeding, including, without limitation, court costs, charges for expert witnesses, accountants and the like, travel expenses, trial, administrative and post-judgement proceedings, and may be collected and taxed as costs.

12. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

13. AUTHORITY

By their signatures below, the signatories warrant that all the above statements and representations are made by the Parties with full legal and corporate responsibility, and that the persons executing this Agreement on behalf of the Parties are fully authorized to do so, all necessary corporate or other resolutions having been passed and obtained, and that this Agreement shall be binding on same.

AS WITNESS WHEREOF the parties have executed this Agreement on the date when they have signed it.

FOR AND ON BEHALF OF

SMART BUSINESS CONSULTING SOLUTIONS LLP – SBCS

Mr. Albert Deak – Managing Partner and **Mrs. Delia Claudia Deak** – Managing Partner

e-mail: office@smartfundingsolutions.co.uk

Moblie: +44-0777 5953011

Phone: +44 1223 790086

e-Fax: +44 (0)705 361 6878

Date:

Date:

FOR AND ON BEHALF OF

The Client's Name

Representative's Name and Position in company

e-mail:

Moblie:

Phone:

Fax:

Date: