

Consultancy Agreement

THIS AGREEMENT made this ----- day of ----- 20____ between ----- Limited a Company incorporated under the Companies Act, 1956 having its Registered Office at -----, which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns (hereinafter referred to as 'the Company') of the ONE PART and Mr. -----, a ----- national residing at ----- which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, administrators and legal representatives (hereinafter referred to as 'the Consultant') of the OTHER PART:

WHEREAS the Company is engaged in the business of manufacturing and marketing of ----- and is carrying on its activities in India; AND WHEREAS the Company, as part of its strategic planning and business development, has decided to -----;

AND WHEREAS the Company requires the expert services of a person having the experience and specialised knowledge in the ----- field in identifying and liasoning with the prospective ----- in ----- for procuring the ----- by the Company from the said manufacturer;

AND WHEREAS the Consultant has the requisite expertise, specialised knowledge and experience in the ----- field and has offered his services to the Company on a principal to principal basis;

AND WHEREAS the Company has agreed to appoint the Consultant for identifying and liasoning with the prospective ----- in China (hereinafter referred to as the "Consultancy Services") more particularly set out hereinafter, on the terms and conditions stipulated hereinafter.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

APPOINTMENT

1.1. The Company hereby appoints the Consultant to render Consultancy Services and the Consultant hereby accepts the same upon the terms and conditions hereinafter set forth. 1.2. The services will be rendered by the Consultant to the Company in ----- in accordance with the directions and requirements of the Company.

1.3. The Consultant shall devote his attention and energy to rendering the services under this Agreement in accordance with the directions of the Company. **TERM**

1.4. The services to be provided under this Agreement shall be for a period of six months commencing with effect from ----- and shall continue in force upto ----- unless a notice of termination is given by either party as per clause 6 hereunder.

SCOPE

1.5. The scope and obligation of the services to be rendered by the Consultant shall include amongst others the following:

- to contact, locate, enquire, obtain, collate information on or about ----- units/companies in China, ingredient manufacturers, ----- markets in China and any other related

information in or in relation to the ----- industry and as may be required and called for by the Company from time to time;

- to coordinate with the personnel of the identified manufacturing units/companies and any other related agencies in China including the Company's intermediary;
- to ensure proper channels of communication;
- to arrange for translators and for transcription/translation of documents.
- to effectively follow-up to meeting with the mutually agreed objectives with the identified ---- manufacturing units/companies;
- to make suitable arrangements and to coordinate the visit of the Company's personnel for the aforesaid purposes to China; _

FEES/EXPENSES.

4.1 In consideration of the services to be rendered, the Consultant shall receive consultation fees of US\$ --- ----- per month.

4.2 In addition to the above the Company shall bear/reimburse the following expenses namely:

- (a) Cost of domestic travel, including air travel (economy class) undertaken by the Consultant as per the instructions and advice of the Company and communicated by email.
- (b) Cost of accommodation incurred by the Consultant for the above purposes;
- (c) Telephone/Fax/Stationery charges resulting from business use on producing the proof of expenditure.

4.3 The terms of payment shall be that, US\$ ----- shall be payable at the end of each month of the Consultancy Service against a Debit Note being furnished to the Company. The payment shall be subject to Indian taxes and such clearances, approvals, sanctions by the Reserve Bank of India and other Government Authorities if any.

4.4 The aforesaid amounts shall be remitted to the Consultant's Banking Account upon receipt of Debit Note/Supporting Vouchers.

TERMINATION.

5.1 Either party shall have the right to terminate this Agreement by giving written notice of termination to the other by registered post on the address given hereinabove. The Agreement shall terminate on the 15th day after such notice of termination.

.2 Notwithstanding anything hereinbefore contained, the Company shall have the right to terminate this Agreement at any time without assigning any reason whatsoever.

5.3 The Consultant shall return all documents including papers, memoranda, notes, programmes, data and all copies thereof including any electronic record containing any business and technical information

disclosed to the Consultant by the Company or in any manner procured, received by the Consultant during his term of appointment with the Company.

5.4 Upon the termination of this Agreement for any reason whatsoever all amounts due and payable to the Consultant shall be paid within 30 days from the date of termination of this Agreement.

CONFIDENTIALITY.

6.1 The Consultant shall keep confidential all confidential information provided to him by the Company excepting only such information as is already generally known to the public and that he shall not release use or disclose of the same except with the prior written permission of the Company. However, the Consultant will be entitled to divulge the information to those who are directly concerned or as may be necessary in order to obtain certain information necessary for the performance of his obligations.

APPROVALS.

7.1 This Agreement shall be subject to approvals/sanctions by the Reserve Bank of India and the other Government Authorities of India, if any.

DISPUTE/RESOLUTIONS

8.1 Any disputes difference, controversy arising relating to the interpretation of this Agreement shall be settled by arbitration in the accordance with the rules of conciliation and arbitration of India. The place of arbitration shall be _____, India and conducted in English.

JURISDICTION AND APPLICABLE LAW

9.9 This Agreement and any services rendered hereunder are subject to all the applicable laws and regulations of India and the rights and obligations of the parties hereto under or in connection with this Agreement shall be determined in accordance with the laws of India.

IN WITNESS WHEREOF the respective parties have caused this instrument to be executed in duplicate, each of which shall be considered as original