CONSULTING BUSINESS AGREEMENT

This Consulting Business Agreement ("Agreement") is entered into as of [DATE], by and between:

1. **TARS CAPITAL SRL**, a Romanian Limited Liability Company, identify with the registry identification number_____ and European Tax Identification Number _____with registered office at _____ ("Consultant"); and
2. **[COMPANY A]**, a _____ Limited Liability Company, identify with the registry identification number_____ and European Tax Identification Number _____with registered office at _____ ("Company A"); and
3. **[COMPANY B]**, a _____ Limited Liability Company, identify with the registry identification number_____ and European Tax Identification Number _____with registered office at _____("Company B").

Collectively referred to as the "Parties."

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1. Scope of Services

1.1 Consultant agrees to act as a business advisor and facilitator between Company A and Company B. for the following:_____

1.2 Consultant's role is limited to providing business insights, introductions, and strategic facilitation.

1.3 Business Advisory Services

1.4 Offering strategic insights and recommendations to improve collaboration.

1.5 Identifying synergies, potential risks, and market opportunities for both parties.

1.6 Facilitation & Mediation

1.7 Serving as an intermediary to ensure smooth communication and negotiations.

1.8 Clarifying expectations, responsibilities, and terms between the two companies.

1.9 Resolving conflicts and addressing misunderstandings in a neutral manner.

1.10 Networking & Relationship Building

1.11 Introducing key decision-makers to enhance cooperation.

1.12 Helping establish trust and rapport between both companies.

1.13 Contract & Agreement Support

1.14 Assisting in the drafting and review of agreements without assuming legal responsibility.

1.15 Ensuring both parties align on contract terms, deliverables, and timelines.

1.16 Operational Coordination

1.17 Overseeing project milestones and deliverables between the two entities.

1.18 Providing guidance on workflow optimization and efficient collaboration.

1.19 Compliance & Risk Mitigation

1.20 Advising on regulatory and industry best practices.

1.21 Identifying and mitigating potential risks in the partnership.

1.3 Consultant shall have no authority to make binding commitments on behalf of either Company A or Company B. The consultant remains independent, does not make binding decisions, and holds no liabilities for the actions of either company.

2. Independent Contractor

2.1 Consultant is an independent contractor and not an employee, agent, or representative of either Company A or Company B,

2.2 Consultant shall not be entitled to any employee benefits, including but not limited to health insurance, retirement plans, or paid leave.

3. No Liability for Business Decisions

3.1 Consultant shall have no liability for any decisions, actions, or omissions made by Company A or Company B.

3.2 Consultant does not guarantee any business results, profitability, or specific outcomes as a result of its services.

3.3 Company A and Company B assume full responsibility for their respective business decisions.

4. Compensation

4.1 In consideration for the services provided, Consultant shall be compensated as follows:

4.2 A fixed fee of [AMOUNT]_____

4.3 A commission of [PERCENTAGE] on successfully facilitated transactions, if applicable.

4.4 Consultant shall submit invoices, and payment shall be made within [NUMBER] days of receipt.

5. Confidentiality

5.1 Consultant agrees to keep confidential all non-public information shared by either Company A or Company B.

5.2 Confidential information shall not include information that is publicly available or independently obtained.

6. Term and Termination

6.1 This Agreement shall commence on [START DATE] and continue until [END DATE] or until terminated by either party with [NOTICE PERIOD] written notice.

6.2 Either party may terminate this Agreement for material breach if not cured within [CURE PERIOD] days of written notice.

7. Indemnification

7.1 Company A and Company B agree to indemnify and hold Consultant harmless from any claims, damages, or liabilities arising from their business activities.

7.2 Consultant shall not be responsible for any legal disputes, financial losses, or regulatory issues faced by either company.

9. Consultant Not Acting as Escrow Agent

9.1 Consultant shall not act as an escrow agent for Company A or Company B.

9.2 Consultant shall not hold, manage, or be responsible for any funds, securities, or legal documents exchanged between the Parties.

9.3 If escrow services are required, the Parties agree to engage a licensed third-party escrow provider.

10. Payment Processing Through Consultant's Bank

10.1 Company A may transfer funds to the Consultant's designated bank account for the sole purpose of onward payment to Company B.

10.2 Consultant's role in this process is strictly limited to facilitating the transfer and issuing an invoice for administrative fees, if applicable.

10.3 Consultant shall have no liability for any disputes, delays, or failures in payment between Company A and Company B.

10.4 Consultant shall not be responsible for verifying the accuracy, legality, or completeness of any payment instructions from Company A.

10.5 Consultant agrees to comply with all applicable tax regulations in Romania, including issuing invoices and paying taxes on any net profit derived from service fees.

11. Registration in E.U. VAT information Exchange System (VIES);

The consultant is registered in the EU VAT Information Exchange System (VIES)

12. Governing Law and Dispute Resolution

12.1 This Agreement shall be governed by and construed in accordance with the laws of Romania State.

12.2 Any disputes arising under this Agreement shall be resolved through arbitration in Bucharest , Romania, with each party bearing its own legal costs.

13. Miscellaneous

13.1 This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings.

13.2 No modification of this Agreement shall be valid unless in writing and signed by all Parties.

13.3 If any provision is found unenforceable, the remainder shall continue in full force and effect.

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

DATE_____

TARS CAPITAL SRL Signature: _____

[COMPANY A] Signature: _____

[COMPANY B] Signature: _____