

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made to day on Between

THE PROJECT COMPANY Name REGISTERED UNDER
COMPANIES ACT -----VIDE REGISTRATION NO -----Dated-----
HAVING ITS REGISTERED OFFICE AT----- TELEPHONE -----
Through its Chief Executive Name-----having a passport No -----
valid up to----- issued by Government of----- hereinafter known as "The
Company" its assignees and successors.

AND

R.A.Sheikh &Co (EDN Loan Originators) having its registered office at P-122 Khiaban-2 Imran Road, Faisalabad Phone No 92-324-7756090 Email rascopk@hotmail.com through its PRINCIPAL MR. Rashid Ahmad Sheikh Holding NIC No 33100-9538410-5 issued by Government of Pakistan hereinafter referred as Authorised Representative /Financial Advisor. In association with -----

1-THE OBJECT OF AGREEMENT:

Where as the Company needs Financing for its Project named ----- Located at -----
--- -and after going through the detail information and being satisfied have decided to engage Mr Rashid Ahmad Sheikh as its Authorized Representative and Financial Advisors to arrange the Financing of US\$ ---
----- Less or more on best effort basis from any of the International Financial Institutions where he is registered as Individual Consultant .

2-REMUNERATION OF R.A.SHEIKH & ASSOCITED CONSULTANT (Ms. Ayse Paksoy)

Retainer ship fee US\$ 15000.00 Payable as under:-

- (a) On signing of agreement US\$ 7500.00 (This is non refundable)
- (b) On approval of Preliminary application US\$ 7500.00
- (c) In case the basic data is to be compiled and collected from the client company then all travelling, lodging and boarding cost will be born by the project company with in the country or out of country (from Pakistan to the host country and back) including visa arrangement ,visa fee and travelling insurance will be payable by project Company.
- (d) On final Approval a success fee 1.50% of loan amount/ Out side Equity arrangement will be payable by the Project Company to Mr Rashid Ahmad Sheikh and his associated Consultant directly to the account of Rashid Ahmad Sheikh . The Project Company will sign a Fee Protection Agreement by providing a ICBPO from their Bank..

The Banking details of Mr Rashid Ahmad Sheikh are as under:-

Bank: Bank Al-Habib Limited Madina Town Faisalabad.Pakistan.

BANK ACCOUNT NUMBER: IBAN PK 08 BAML000630008100034000501

Title of Account: Rasheed Ahmad Sheikh

Address: P-122 Khiaban-2ImranRoad, Faisalabad NIC 33100-9538410

Email rascopk@yahoo.com Phone92-324-7756090 SKYPE recopk

PURPOSE OF REMITTANCE: Consultancy Fee. (Services Rendered Out of Pakistan)

The banking details of Associate Consultant is as under:-

Name: Ms. Ayse Paksoy

Istanbul/Turkey

E-Mail: paksoy501@gmail.com

skype: a.paksoy571

Bank: Bank .

BANK ACCOUNT NUMBER:

Title of Account:

Address:

THE FEE SHARING RATIO IS AS UNDER:

60% to be credit to the Account of Mr Rashid Ahmad Sheikh & 40% to be credited to -----

The covers both retainer ship fee and success fee.

4-INSTITUTIONAL FEE& EXPENSES, INFORMATION & DOCUMENTS.

:

1-All institutional fee/Deposit which will be payable to the institution will be paid by "the Company". (As per Terms Sheet)

2-The Company will be responsible to supply all required and requested information, documents ,Certificates, bank & Trade Reference, Data and ownership of land, Building plan ,list of machinery, Power, water and gas requirements, Duties and Taxes on import, with holding tax and Tariff of Income & Sales Tax.

3-The company will provide audited accounts, Business Track Record, Share holders Assets & liabilities detail, Education and Business Experience., availability of equity & Tax returns filed with Income Tax Department of their country.

4-The Company will provide detail of collateral, valuation Certificate , Non Encumbrance Certificate ,Title documents and a Legal opinion from a reputed firm of Legal Practioners.

5-The Company will assist to Financial Advisor in writing of Business Plan, Financial Model, Market Study and Sector Study and relevant laws, environmental effect ,human rights application and effect on the economy of host country.

6-The Company will assist the financial advisor to complete all information which will be required by the DFI during processing of the case.

7. The Retainer fee is considered earned in the event "The Company" supplies any fraudulent documentation or fails to provide the requested documentation for Financial Advisor to complete the service for "The Company"

8- In case of Buyer Credit Facility @85% for the cost of equipment to be imported from USA then of Bank Guarantee will have to arrange + 15% Cash deposit by the beneficiary with the Supplier.

NON CIRCUMVENTION& NONDISCLOSER.

1-That any officer, associate or consultant of the project company will strictly abide by the Non Discloser &

Non circumvention and will not try to bypass or try to do direct business with the Government, Non Government, private or public financing Institutions which will come in contact through RASCO Contacts.
2-In case the parties to this agreement violate the NDNC clause the violating party will have to pay a penalty of US\$ 100,000 to the effected party

6-DISPUTES: All disputes will be tried to be settled amicably in case the dispute is not settled amicably it may be referred for arbitration. The Pakistan Law will be applicable and Pakistani Courts will be competent to hear the case.

7--All the Parties signing to this agreement have accepted the responsibility to perform commitments honestly, sincerely and to observe high standard of code of conduct.

1-On Behalf of The Company:

Signature of Authorized Company Official: _____

Name of Company Official:

Title of Company Official: CHIEF EXECUTIVE /MANAGING DIRECTOR
Name of Company:

DATE

COMPANY SEAL.

2-On Behalf of Loan Originator /Financial Advisor

Rashid Ahmad Sheikh BA.APFA.FCIS

1-Witness

NAME:

Address

NIC or Passport NO

2-Witnessed by Associated Consultant.

NAME:

Address

NIC or Passport NO

Certified by Notary Public.(Project Company Country)