



This Consulting and Advisory Agreement (hereinafter the “Agreement”) is made and entered as of this:

Date: The day of 201... (hereinafter the “Effective Date”)

Between on the first part:

Quinn XXXXX
Echelon Partnership
XXXXX
XXXXX
XXXXX

Hereinafter “ECHELON”

And on the second part:

Client
XXXXX
XXXXX
XXXXX
XXXXX

Hereinafter the “Recipient”.

The Relationship.

ECHELON has experience in the custom design, provision, structuring, promotion, presentation, regulatory preparation, sales, marketing, branding and market penetration of international investment products to both the retail and institutional financial markets; with specific expertise in the design of investment products, recruitment of a sales and marketing personnel, dissemination of information companies requiring investment and providing the necessary strategy for growth of the public awareness within the companies where ECHELON has been retained. ECHELON is also experienced in dealing with brokers/dealers, financial institutions, and equity investors as it pertains to securities transactions and in corporate finance.

The Recipient desires to enter into this Agreement whereupon ECHELON shall supply advice and counsel in regards to the Recipient’s investment products that it intends to launch, promote, market, sell or trade in, and desires to contract with ECHELON to supply such advice on an unbiased, independent and best endeavours basis on the further terms and conditions herein contained.

ECHELON and/or their team of advisory consultants has played the key role to many international public and private limited companies in providing the following services:

- The investigation and due diligence study of the Recipient in order to provide a detailed scope of works
 - Service Code 1-01
- A draft analysis, timescale and and quanta of the required products and services to be utilized by the Recipient in order to achieve the required investment goals.

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- Service Code 1-02
- The design, drafting, structure of the investment vehicles in order to comply with relevant regulatory jurisdictions.
 - Service Code 2-01
- The design, drafting, copywriting, graphic design, recording and editing of all media, point-of-sale and promotional, descriptive and contractual material in respect of the investment vehicles.
 - Service Code 2-02
- The recruitment of personnel, contracting with brokers and traders and the introduction to investment platforms in order to promote and sell the investment vehicles into the market.
 - Service Code 2-03
- The escrow account banking, administrative support and payment services of the resulting sales and marketing network formed in terms of Service Code 2-03
 - Service Code 3-01
- Miscellaneous regulatory, legal or financial counsel.
 - Service Code 4-01
- Supply of data, lists, demographic analysis etc.
 - Service Code 5-01

All hereinafter known as the “Services”.

All of the Services provided shall be negotiated as to scope of work and fees, and invoiced accordingly.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein and for good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Engagement.

The Recipient hereby retains ECHELON to provide the Services and ECHELON hereby agrees to make himself available to render the Services, professional advice and reasonable assistance to the Recipient and/or the Recipient’s Board of Directors under the terms and conditions herein set forth.

The Recipient’s specific requirement in terms of which of the Services are required, and upon what fee basis, and for what length of time shall be further described in Annexure A to this Agreement (the “Scope of Works”).

2. Duties.

During the term of this Agreement, ECHELON agrees to assist and advise the Recipient in terms of the Services required, and contracted for in this Agreement and more specifically in the attached Scope of Works document. It is understood by the Parties hereto that ECHELON does not and will not play an active role in the day to day operations, management or control of the Recipient. All advice and counsel given shall be in written format addressed to the Board of Directors of the Recipient, and it shall be for that Board of Directors to make their informed decisions and act according as to their own resolve and resolutions.

3. Fees, remuneration and payment.

In exchange for the Services to be rendered (as detailed in the Scope of Works), ECHELON will be compensated as follows:

- 3.1. An issue of shares in the Recipient as detailed herebelow:

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3.1.1. Type of shares: _____

3.1.2. Number of shares in words: _____

3.1.3. Number of shares in numbers: _____

3.1.4. Delivery Date: _____

3.1.5. Registration or Sale restrictions: _____

3.2. A share option in the Recipient as detailed herebelow:

3.2.1. Type of shares: _____

3.2.2. Number of shares in words: _____

3.2.3. Number of shares in numbers: _____

3.2.4. Strike Price per share in words: _____

3.2.5. Strike Price per share in numbers: _____

3.2.6. Registration or Sale restrictions: _____

3.3. Cash Fee of:

3.3.1. Payment Schedule of Fees payable: Date: _____

3.3.2. Payment Schedule of Fees payable: Amount in words: _____

3.3.3. Payment Schedule of Fees payable: Amount in numbers: _____

3.4. Addition Fees, costs and disbursements shall be agreed and signed within the Scope of Works document.

3.5. It is acknowledged between the Parties that fees, remuneration and/or compensation can take many forms and are sometimes unconditional or conditional or upon certain events transpiring, each event a "Trigger Event".

3.6. The Parties elect that the the fees, remuneration and/or compensation agreed in this Agreement are:

3.6.1. Unconditional Yes/No: _____

3.6.2. Conditional Yes/No: _____

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3.7. If conditional the Trigger Event(s) is/are:

- 3.7.1. _____

- 3.7.2. _____

- 3.7.3. _____

3.8. The Recipient also agrees to pay raising fees to ECHELON of the gross proceeds raised by the Recipient, whether raised via loans, direct equity lending or other negotiated financial instruments on the following percentages and Trigger Events:

- 3.8.1. The Recipient will pay ECHELON:
- 3.8.2. Percentage in words: _____
- 3.8.3. Percentage in numbers: _____

Upon the following Trigger Event happening:

- 3.8.4. Trigger Event is: _____

3.9. Upon a payment of money, transfer of shares or other form of remuneration becoming due; ECHELON shall invoice the Recipient by e-mail to the agreed e-mail address as provided by the Recipient on page 1 of this Agreement.

3.10. The Recipient shall make payment of the invoice in full within 5 (five) working days of the date of the invoice.

3.11. In the event that the Recipient is more than 10 (ten) days in payment default, then ECHELON shall be entitled to charge 5% (five percent) per month default interest calculated daily from the 5th (fifth) day of payment default.

4. Term

This agreement shall be for a term of: _____

5. Truth and Accuracy.

5.1. ECHELON shall at all times provide true and unbiased advice and counsel, and will use best endeavours

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to ensure that any third-party data or information supplied, used or relied on is accurate and true.

5.2. The Recipient shall at all times when making written mention of ECHELON or referring to the Services as provided by ECHELON obtain the written permission and sign-off of ECHELON on such documentation prior to release.

6. Limitation of Liability.

6.1. ECHELON provides the Services on a best endeavours basis and does not take responsibility for inaccurate data or information sourced from third-party providers. ECHELON will at all times test and check all data and information utilized in the giving of the advice, counsel and/or in providing the Services. Where possible third-party verification shall be sought. Notwithstanding the aforementioned it is agreed that the "best endeavours" basis of this Agreement is subjective and conditional upon the time given, the urgency of the assignment, and/or fees or remuneration paid to ECHELON to provide the counsel, advice or the Services.

6.2. The Parties agree that in recognition of the nature of the engagement, and the fact that new or venture capital, mezzanine funding or equity funding can be considered to be medium to high risk business models in untested or founding companies, the Recipient agrees to the fullest extent permitted by law to limit the liability of ECHELON to the Recipient (or any party connected to the Recipient) for all and any claims, losses, cost, damages of whatsoever nature, including legal fees, costs, expert witnesses fees and costs so that the total aggregate liability of ECHELON to the Recipient shall never exceed ECHELON's total fees and remuneration for the provision of the Services. It is intended that this limitation apply to all and any liability or cause of action however alleged or arising, unless prohibited by law.

7. Partnership and Agency

7.1. This Agreement does not form a joint venture, partnership, agency, employment agreement, commission agreement or any other relationship between ECHELON and the Recipient apart from the giving and receiving of counsel and advice.

7.2. Unless specifically entitled and agreed in writing, neither Party shall hold itself out to be the servant, agent, manager, controller, employee or owner of the other, or that they are authorized to enter into any agreement or in any way bind the other Party to performance, variation, obligation, liability or payment.

8. Assignment

8.1. The Recipient may not assign or in any way dispose of its rights under this Agreement to a third party.

9. Insolvency and Bankruptcy

9.1. If either Party shall;

9.1.1. become insolvent or bankrupt or

9.1.2. have a receiving order or administration order made against it or compound with its creditors, or

9.1.3. being a corporation or body-corporate commences to be wound up (not being a member's voluntary winding up for the purposes of reconstruction or amalgamation), or

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9.1.4. carries on its business under an administrator or administrative receiver for the benefit of its creditors or any of them,

9.2. then the other Party shall have the right forthwith by notice in writing to that Party or to the administrator, administrative receiver or to the liquidator or to any person in whom the Agreement shall have become vested to terminate the Agreement. Alternatively, the Party giving notice may at their sole option give such administrator, administrative receiver, liquidator or other person the option of carrying out the Agreement subject to its providing a guarantee for the due and faithful performance of the Agreement in such form and up to such amount as the Party giving notice shall decide.

9.3. In the event of the Agreement being terminated under this clause 9 the Party giving notice shall have the right by prior notice to the other to enter that other's premises for the sole purpose of removing any item, equipment or materials which are its property and which are clearly marked and identified as such.

9.4. The exercise of either party of their rights under this clause 9 shall not prejudice any of their rights or obligations accrued prior to termination.

10. Governing Law and Jurisdiction.

10.1. This Agreement shall be governed by, and construed in accordance with English Law.

10.2. The courts of England shall have the exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with this Agreement. Accordingly, any proceeds relating to, or in connection with this Agreement may be sought only in such courts.

11. Whole Agreement.

11.1. This Agreement constitutes the whole agreement between the Parties with regard to the subject matter hereof and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties, and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement or its annexures.

12. Waiver and Severance

12.1. No agreement varying, adding to, deleting from, or cancelling this Agreement and no waiver of any right under this Agreement shall be effective unless reduced to writing and signed by both of the Parties.

12.2. No relaxation by ECHELON of any rights in terms of this Agreement shall at any time prejudice or be deemed to be a waiver of ECHELON's rights, unless it is a written waiver, and the waiver shall relate only to the specific instance in question and for the purpose given.

12.3. No clause or sub-clause or their relevant parts in this Agreement may be held to be unenforceable or void except by judgment of a court of competent jurisdiction. Each and every clause and sub-clause in this Agreement shall be severable from the other clauses in this Agreement and in the event of any clause or sub-clause being held invalid by any competent court for any reason it shall not affect the validity of the remaining clauses or sub-clauses.

13. Confidentiality and Confidential Information.

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- 13.1. In the event that ECHELON supplies the Recipient with counsel, advice or data that is marked "*Private and Confidential, and not for distribution or dissemination*", the Recipient agrees to keep such information private and confidential and may not disclose such information to any other person without the specific written permission of ECHELON.
- 13.2. Neither Party shall without the written consent of the other (the giving of such consent shall be at the entire and sole discretion of that Party) advertise, publicly announce or provide to any other person information relating to the existence or details of this Agreement or use the other Party's name for any promotion, publicity, marketing or advertising purposes.
- 13.3. The Recipient may not disclose confidential information, save the following persons:
 - 13.3.1. The Parties to this Agreement;
 - 13.3.2. Persons to whom Confidential Information may or must be disclosed in terms of any law;
 - 13.3.3. Persons whom the Parties agree Confidential Information may be disclosed to;
 - 13.3.4. The legal counsel, auditors, professional advisors of the Recipient hereto to whom confidential information is disclosed under protection of confidentiality and/or legal privilege;
 - 13.3.5. Such persons employed with the Recipient who are required to know the particular confidential information in question for the purpose of their employment with any of the aforesaid entities;
- 13.4. In the event that any court and/or mediator and/or arbitrator and/or governmental body acting under duly conferred authority requires that any part of the confidential information be disclosed to any person/s then such requirement shall not render this Agreement invalid and/or unenforceable and the disclosure in question shall be deemed to be a permissible exception to this Agreement and shall only relate to the circumstance in question. If however the nature of the disclosure of the part of the confidential information in question would have the effect of causing that part of the confidential information to no longer fall within the general definition of confidential information then (even if the part of the confidential information in question pertains to one or more of the specifically defined categories of Confidential Information) the part of confidential information in question shall no longer be deemed to be confidential information – but the remainder of the confidential information which is unaffected by the requirement in question shall continue to be protected as confidential information under this Agreement.

14. Conflict of Interest and Fraud.

- 14.1. ECHELON shall at all times take all appropriate steps to ensure that no employee, agent, servant, supplier, contractor or sub-contractor is placed in a position whereupon a potential or actual conflict of interest between the pecuniary or personal interests of ECHELON could come into conflict with the interests and ambitions of the Recipient. In this regard, and in the event that ECHELON foresees or anticipates such an event, ECHELON shall immediately inform the Recipient in writing of such conflict.
- 14.2. ECHELON shall safeguard to a best endeavours basis against all and any issues of fraud, money laundering and financial crime generally, and shall inform the Recipient immediately upon having reason to believe such event might have or may in the future occur.

15. Force Majeure

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- 15.1. A Force Majeure Event means the occurrence of:
- 15.1.1. an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;
 - 15.1.2. ionising radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - 15.1.3. pressure waves from devices travelling at supersonic speeds or damage caused by any aircraft or similar device;
 - 15.1.4. a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to any unreasonable action or inaction on the part of the Company or any of its Subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;
 - 15.1.5. specific incidents of exceptional adverse weather conditions in excess of those required to be designed for in this Agreement which are materially worse than those encountered in the relevant places at the relevant time of year during the ten (10) years prior to the Effective Date;
 - 15.1.6. tempest, earthquake or any other natural disaster of overwhelming proportions; pollution of water sources, plane crashing, volcanic ash,
 - 15.1.7. discontinuation of electricity supply,
 - 15.1.8. other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement;
- 15.2. Neither Party shall be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred (in which case this Clause 14 shall not apply to that extent).
- 15.3. As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.
- 15.4. The Parties shall, and shall procure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

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- 15.4.1. prevent Force Majeure Events affecting the performance of that Parties obligations under this Agreement;
 - 15.4.2. mitigate the effect of any Force Majeure Event; and
 - 15.4.3. comply with its obligations under this Agreement.
- 15.5. The Parties shall consult together in relation to the above matters following the occurrence of a Force Majeure Event.
- 15.6. Should a single Force Majeure Event interrupt and stall the ability of either party to perform under the terms and conditions of this Agreement for a continuous period of more than 90 (ninety) days then the Parties shall endeavour to agree any modifications to this Agreement (including without limitation, determination of new tariffs (if appropriate) which may be equitable having regard to the nature of the Force Majeure Event.

16. Termination for Breach

- 16.1. Either Party may terminate this Agreement forthwith by written notice to the other effective from the date of service of such notice if:
- 16.1.1. there is a breach by the other Party of any provision of the Agreement which expressly entitles the Party not in breach to terminate the Agreement
 - 16.1.2. There is a material or persistent breach by the other Party of any other term of the Agreement, which is not remediable, or if it is remediable has not been remedied within 14 (fourteen) days of the service of written notice to the defaulting Party specifying the breach and requiring it to be remedied.
 - 16.1.3. Upon termination for whatsoever reason the Recipient shall pay to ECHELON all sums that are due up to and including the effective date of termination, being the fees, remuneration and financial consideration for all of the Services provided to that date.
 - 16.1.4. If the amount of payments already made to ECHELON by the Recipient at the date of termination exceeds the sum due to ECHELON then ECHELON shall repay the balance due to the Recipient.
 - 16.1.5. Any such payment shall be in full satisfaction of the Recipient's rights to payment, compensation or damages in respect of the termination or the breach of Agreement giving rise to the right of termination.
 - 16.1.6. On payment of the sum due ECHELON shall transfer to the Recipient all rights, titles and benefits of all counsel, advice, data and Services provided up to the date of termination which benefit shall include any rights in any indexed security, financial platform listing, regulatory licenses or authorizations, permits, stock exchange listing codes, server codes, licensed or developed software and licensed firmware, so far as the rights in the same have already accrued to the Recipient under the Agreement or will do so on the payment upon termination as herein described in this clause 16.
 - 16.1.7. Where this Agreement specifies that intellectual property rights in commissioned works will vest

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in the Recipient upon payment no such rights shall vest unless and until full payment has been made.

16.2. If the Agreement is terminated by reason of default of ECHELON the Recipient shall be entitled to the like benefits and ownership of materials as are stated above without prejudice to any specific provision relating to ownership of intellectual property rights.

16.3. The Recipient shall only pay ECHELON the proportion of the Agreement Price payable in respect of the work done and /or Services provided up to the date of termination after deduction of payments already made to ECHELON.

16.4. Following the termination of this Agreement neither Party shall have any further rights or obligations in relation to the other Party other than those stated in this Agreement. Termination shall not however affect the rights of action and remedy of the parties which shall have accrued at the date of termination or shall thereafter accrue.

17. Service and Notice

17.1. The Parties choose as their service address for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature the addresses as shown on page 1 (one) of this Agreement.

17.2. Any notice or communications required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax or by emailed documentation.

17.3. The only e-mail address permissible to contact ECHELON under the terms and conditions of this Agreement shall be; admin@echelonpartnership.com

17.4. Any Party may by notice to the other Party change its service address to another address, or its telefax number or e-mail address; provided that the change shall become effective on the fifth working day from the deemed receipt of the notice by the receiving Party.

17.5. Any document:

17.5.1. sent by prepaid registered post or international courier service in a correctly addressed envelope to a Party at its service address shall be deemed to have been received on the fourth working day after posting (unless the contrary is proved);

17.5.2. delivered by hand to a responsible person during ordinary business hours at its service address shall be deemed to have been received on the day of delivery; or

17.5.3. sent by telefax to its chosen telefax number shall be deemed to have been received on the date of dispatch (unless the contrary is proved).

17.5.4. sent by email, and digitally tracked and shown as opened, to its chosen email address shall be deemed to have been received on the date of dispatch (unless the contrary is proved).

17.5.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it

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notwithstanding that it was not sent to or delivered at its chosen service address or in the required manner.

18. Counterpart – Electronic Signature.

18.1. This Agreement and the Scope of Works resulting from it, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" or signature page were an original thereof.

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