

CONSULTING AGREEMENT

(date & place)

We include:

PARTY A:

Representatives:

Title:

Address:

Phone:

Email:

Website:

PARTY B:

Representatives:

Title:

Address:

Phone:

Email:

Website:

After discussing, the parties agree on the following provisions:

ARTICLE 1: CONTENT OF AGREEMENT

The two parties cooperate and sign a consulting agreement (hereinafter referred to as agreement) for Party A to mobilize and arrange loan funding from the investment fund for the _____ (name of the project) _____ project located in _____ (place) _____ with the capital investment of _____ (amount) _____ USD (hereinafter referred to as project) of Party B.

ARTICLE 2: FORM OF COOPERATION

- 2.1. Each party has a legal status, and conducts business activities according to its trade.
- 2.2. Each party keeps honest and transparent bookkeeping, accounting and tax records in compliance with current legal standards and regulations.
- 2.3. Each party pays its own expenses incurred during the agreement term.

ARTICLE 3: AGREEMENT TERM

The agreement has a term of one (01) year from the date of signing. One (01) month before the expiry date of the agreement, if neither party delivers the other party a written notice of discontinuance of cooperation, this agreement will automatically be extended for another (01) year.

ARTICLE 4: FEATURES OF LOAN FUNDING

- 4.1. The investment fund offers loan funding for up to 85% of the project's capital investment of 30 million USD or more. The rest is Party B's capital (cash in bank). If Party B mortgages the project at the bank, the investment fund offers loan funding to pay off the existing outstanding balance of the project.
- 4.2. The investment fund does not require a loan funding guarantee from the Government or domestic banks.
- 4.3. Party B does not need to use the project as collateral for the project loan funding.
- 4.4. Party B has full ownership, operation and management of the project.
- 4.5. Party B's loan funding repayment (principal and interest) to the investment fund according to the project's gradually decreasing balance.
- 4.6. Party B does not pay the penalty fee for the total balance of the project loan funding repayment early.
- 4.7. Loan funding security contract.
Because the project is unused as collateral, Party B and the insurance company designated by the investment fund sign a security contract for the loan funding (hereinafter referred to as security contract). Party B pays the insurance company once a loan funding security fee of 0.25% of the total project loan funding when the two parties sign the security contract.
- 4.8. Commitment document.
Party B commits in writing not to pledge, mortgage, or transfer part or all of the project to anyone, in any form and for any reason during the loan funding term. This document is notarized by a notary public office, witnessed by the investment fund (or the authorized representative), and the consultant. Each of the parties involved shall keep one (01) notarized copy.
- 4.9. Party B opens the account of the project at the bank.
Due to inter-national transactions in USD, Party B opens the project account (hereinafter referred to as the project account) at one of the international banks with branches in the host country (hereinafter referred to as the project bank). Party B is the account holder to perform banking transactions and services related to this account.

ARTICLE 5: RESPONSIBILITIES OF PARTY A

- 5.1. Party A is the sole and exclusive representative in the US and other countries designated by the investment fund to assess the feasibility of the project and coordinate and supervise the loan capital of the investment fund.
- 5.2. Party A, on behalf of the investment fund, the insurance company and related organizations, delivers agreements, contracts, and necessary documents and files to Party B.
- 5.3. Party A consults and helps Party B to complete the project loan process.
- 5.4. Party A actively supports Party B in receiving loan funding from the investment fund.

ARTICLE 6: RESPONSIBILITIES OF PARTY B

Within twenty (20) working days from the date of signing the consulting agreement, Party B shall provide Party A with all copies of valid documents notarized by a notary public office or an

administrative agency so Party A can evaluate the feasibility of the project and works with the investment fund:

- 6.1. All complete legal documents and files are approved by the competent authorities, and agreements and contracts are signed with the partners and customers.
- 6.2. Enterprise Registration Certificate (Certificate of Incorporation).
- 6.3. Company's Charter.
- 6.4. Investment Registration Certificate of the project.
- 6.5. A copy of Party B's passport or identity card if it is a private enterprise or one-member limited liability company.
- 6.6. Written authorization from the company's board of members (directors) to a member as Party B's representative if it is a joint name partnership, joint venture partnership, general partnership, multi-member limited liability company or joint-stock company (corporation). Attached is a copy of each member's passport or identity card.
- 6.7. Prepare the letter of the loan funding request. Party A provides this letter template.
- 6.8. Fill out the loan funding application. Party A provides this form.
- 6.9. Project summary in two (02) pages.
- 6.10. Loan funding withdrawal plan and loan funding repayment plan for the investment fund.
- 6.11. The company's financial statements for the last three (3) years, include Balance sheet, Income statement, Cash flow statement and Notes to the financial statements, which are audited by one of the international auditing organizations with branches in the US such as PricewaterhouseCoopers, KPMG, Ernst & Young and Deloitte.
- 6.12. Additional information for the new project:
 - A five-year business plan and financial plan are for the project.
 - Written confirmation that Party B mortgages the project at a bank and has repaid the loan (principal and interest) on schedule (if any).
- 6.13. Additional information for the refinancing project:
 - Project financial statements for last year and the previous years (if any) based on the project's commercial operation date (COD), include Balance sheet, Income statement, Cash flow statement and Notes to the financial statements, which are audited by one of the international auditing organizations with branches in the US such as PricewaterhouseCoopers, KPMG, Ernst & Young and Deloitte.
 - Written confirmation that Party B mortgages the project at a bank and has repaid the loan (principal and interest) on schedule.

ARTICLE 7: PROJECT APPROVAL PROCESS

- 7.1. Within the next thirty (30) working days from the date Party B delivers and Party A receives information in accordance with Article 6; the investment fund, through Party A, notifies Party B of the refusal or approval of the loan funding.
- 7.2. Within ten (10) working days from the date of the notification of the loan funding approval:
 - The investment fund and Party B sign a loan agreement specifying the responsibilities and rights of each party. The investment fund provides this agreement template.
 - At the same time as the signing loan agreement, Party B and the insurance company sign a security contract specifying the responsibilities and rights of each party. The insurance company provides this contract template.

- At once, Party B signs a commitment document. Party A provides this document template.
- Party B opens a project account at a project bank in the host country (such as Standard Chartered Bank, HSBC and Citibank). This bank provides project account opening application (hereinafter referred to as the account opening form).

ARTICLE 8: TRANSFER OF LOAN FUNDING

- 8.1. Within ten (10) working days from the date of the loan agreement, the security contract and the commitment document come into effect, the investment fund's bank transfers the loan funding in USD to the project bank.
- 8.2. Party B authorizes the project bank to automatically pay off the existing outstanding balance if the project is mortgaged at a bank. Party B takes back all ownership documents of the project from this bank.

ARTICLE 9: LOAN FUNDING REPAYMENT SCHEDULE

Party B's loan funding repayment (principal and interest) to the investment fund according to the schedule specifies in the loan agreement.

ARTICLE 10: LOAN FUNDING FEE

- 10.1. Party B agrees to pay Party A in USD a loan funding fee of 4% of the total project loan funding.
- 10.2. Party A is entitled to the loan funding fee when the investment fund and Party B sign a loan agreement. This fee is paid once by deducting from the first tranche of loan funding disbursed by the project bank to Party B.
- 10.3. Party A and Party B authorize the project bank to automatically transfer the loan funding fee from the project account to the account at the bank designated by Party A.

ARTICLE 11: VIOLATION OF AGREEMENT

When one party violates one or more of the provisions of the agreement for the first time, the other party shall express opinions in the spirit of cooperation and friendship so that the two parties can negotiate to resolve this matter.

Within ten (10) working days from the first date of the negotiation process if:

- 11.1. The negotiation is successful, the agreement to be re-enforceable specified in an addendum signed by both parties.
- 11.2. The negotiation was unsuccessful, the aggrieved party has the right to unilaterally terminate the agreement before the expiry date in writing (attached with detailed and credible evidence) to notify the other party.

ARTICLE 12: SETTLEMENT OF VIOLATIONS

Within thirty (30) working days from the date of termination of the agreement in accordance with Clause 11.2. Article 11, either party has the right to bring the breach of agreement to settle at the California International Arbitration Council (“CIAC”). The Arbitrator's decisions the final legal judgment that both parties must abide by.

ARTICLE 13: TERMINATION OF AGREEMENT

The agreement is terminated in the following cases:

- 13.1. Subject to Clause 11.2. Article 11.
- 13.2. One (01) month before the expiry date of the agreement, if one party delivers to the other party a written notice of discontinuance of cooperation, this agreement shall be terminated on the last day of the term of one (01) year.

ARTICLE 14: GENERAL PROVISIONS

- 14.1. Party A and Party B agree to provide full, accurate and up-to-date information related to the project to the other party. Both parties commit to keeping the information confidential, neither party may disclose or provide part or all of the information on agreement, addendum (if any) being negotiated or signed, files, documents, designs, data, images, video and texts related to the project in the form of paper or electronic communication via computer or phone to a third party who is an individual or organization without the written consent of the other party.
- 14.2. Both parties agree that members of the Board of Directors and/or of the Management Committee, project appraiser, legal counsel and accountant of each party and the third party are individuals or organizations such as lawyers, accountants, financial institutions in the US and/or abroad who has the right to access information related to the project and is responsible for information confidentiality in accordance with Article 14.1.
- 14.3. If the representative of either party is no longer capable of implementing the agreement, the authorized recipient who has the confirmation notice will continue to enforce the agreement.
- 14.4. In the event that either party changes its personal status, legal entity, or representative; disbands or transfers its business operation to a third party; must immediately notify the other party in writing to settle the matter in accordance with the current laws.
- 14.5. Each provision of the agreement is separate and remains in full effect from the other provisions and, should any provision at any time become invalid, illegal or unenforceable for any reason, such provision shall be deemed not to constitute this agreement, but the validity, legality or enforceability of the remainder of this agreement shall remain unaffected or impaired. Both parties agree that all provisions of this agreement will have and always be effective and enforceable to the fullest extent permitted by law.
- 14.6. Party B commits not to contact the investment fund directly or indirectly and in any form; or through a third party who are individuals or organizations in the US and abroad without the written consent of Party A.
- 14.7. Party B agrees not to provide any information related to the investment fund directly or indirectly and in any form to a third party who are individuals or organizations in the US and

abroad (except for the third party in accordance with Clause 14.2 Article 14) without the written consent of Party A.

- 14.8. In the event that the agreement is expired under Article 3 or terminated under Article 10 or for any other reason that this agreement is unenforceable, Clause 14.6. Article 14 and Clause 14.7. Article 17 are still valid indefinitely until Party A cancels these two Clauses in writing.
- 14.9. Whenever a loan agreement is signed between the investment fund and Party B, regardless of this agreement is in effect or not, or expired or terminated, Article 10 is still valid indefinitely until Party B makes payment and Party A receives full remuneration.
- 14.10. All amendments to the agreement must be specified in the addendum signed by both parties to be legal validity and an integral part of this agreement.

This agreement shall be in full effect upon being signed (and stamp if needed) by both parties. The agreement is made in duplicate, one copy for each party and each copy bearing the same legal effect. Both parties agree that the transmission and receipt of the agreement in the form of fax or electronic mail (email) will retain the same validity as the original document form.

Representative of Party A

Representative of Party B

Full name & signature

Full name & signature