

CONSULTANCY AGREEMENT

Client (the "Client") _____

Consulatant (the "Consultant") _____

THIS AGREEMENT is dated _____ (the "**Agreement**").

Parties

- (1) **Founce global**, a company incorporated in Hong Kong having its registered address at Stanley, Hong Kong (the "**Consultant**").

Background

A. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

B. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilites to provide consulting services to the Client

The Client wishes to engage the Consultant as a temporary Concierge on the following terms.

Scope of services:

5-month access to our website

Comprehensive information leaving you stress-free

Tailored Information according to the destination *3

6, one-hour zoom meetings.

Purchase any items you require *1

Full coordination of delivery to your College Mailroom *4

One month free storage at our controlled temperature warehouse. *2(a)(b)

Welcome, Pack.

Commencement date:

Term of engagement: A total of five (5) calendar months

Consultancy fee: _____

Notice for termination: No less than seven (7) calendar days

*1-any purchase other than our service will be an additional charge.

*2- (a)Any storage held beyond the specified time, will be at an additional cost.

(b)Shipping Costs will be an additional fee.

*3- We do not help with the processing of Visas.

*4- Delivery information must be provided at least 3 weeks in advance.

Compensation

- 1 **Currency:** Except as otherwise provided in the Agreement, all monetary amounts referred to in this Agreement are in USD(US Dollars).
- 2 Invoices submitted by the Consultant to the Client are due at the time of signing of Consultancy Agreement.

3 Interpretation

- 3.1 The following definitions and rules of interpretation apply in this Agreement.

Agreement: this agreement and its schedules.

Business of Founce global: A Concierge Service to help students and Parents ease the stress of moving to College.

Concierge Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Concierge (or Group Company) or its (or their) customers and business contacts, and any equipment, keys, hardware or software provided for the Client's use by the Concierge during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Client on the Client's computer systems or other electronic equipment during the Engagement.

Commencement Date: as stated in Clause 1.

Confidential Information: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client (or any Group Company) for the time being confidential to the Client (or any Group Company) and trade secrets including, without limitation, technical data and know-how relating to the Business of the Client (or of any Group Company) or any of its (or their) suppliers, customers, agents, distributors, shareholders, management or business contacts, including in particular (by way of illustration only and without limitation) any contact and credit card information and including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with his Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Engagement: the engagement of the Consultant by the Client on the terms of this Agreement.

Group: the Client, together with any of its subsidiaries, its holding company, and fellow subsidiaries of its holding company, and **Group Company** means any one of them.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Services: the services to be provided by the Consultant in such position as stated in Clause 1 in a consultancy capacity for the Client (or any Group Company), details of which are as stated in Clause 1.

Termination Date: the date of termination of this Agreement, howsoever arising.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

3.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

- 3.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 3.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 3.5 A reference to writing or written includes fax and e-mail.
- 3.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 3.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 3.8 A reference to a person includes a natural person, a corporation or an unincorporated body (whether or not having a separate legal personality).

4 Term of engagement

4.1 **Consultancy Fee:** The Consultant will charge a flat fee of USD\$ _____ for the Services (the "Consultancy fee").

1. Invoices other than the Consultancy Fee, submitted by the Consultant to the client are due within seven(7) days of receipt. *1,2(a)(b)

4.2 The Engagement shall commence on the Commencement Date and shall continue for such term as stated in Clause 1 (or such other period as agreed in writing between the Client and the Consultant) unless terminated earlier:

- (a) as provided by the terms of this Agreement; or
- (b) by either party giving to the other prior written notice of not less than the number of days stated in Clause 1.

5 Duties and obligations

5.1 During the Engagement the Consultant shall:

- (a) provide the Services with all due care, skill and ability;
- (b) unless prevented by ill health or accident, devote sufficient time to the carrying out of the Services together with such additional time if any as may be necessary for their proper performance; and
- (c) promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services.

5.2 If the Consultant is unable to provide the Services due to illness or injury, he shall advise the Client of that fact as soon as reasonably practicable.

- 5.3 The Consultant may, with the prior written approval of the Client, appoint a suitably qualified substitute to perform the Services on his behalf, provided that the substitute shall be required to enter into direct undertakings with the Client, including with regard to confidentiality. The Client will continue to pay the fees to the Consultant as provided in this Agreement, and the Consultant shall be responsible for the remuneration of (and any expenses incurred by) the substitute. For the avoidance of doubt, the Consultant will continue to be subject to all duties and obligations under this Agreement for the duration of the appointment of the substitute.
- 5.4 The Consultant shall use reasonable endeavours to ensure that he is available at all times on reasonable notice to provide such assistance or information as the Client may require.
- 5.5 Unless he has been specifically authorised to do so by the Client in writing, the Consultant shall not:
- (a) have any authority to incur any expenditure in the name of or for the account of the Client; or
 - (b) hold himself out as having authority to bind the Client.
- 5.6 The Consultant shall comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Client any unsafe working conditions or practices.
- 5.7 The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:
- (a) the Client will not be liable to bear the cost of such functions; and
 - (b) at the Client's request the third party shall be required to enter into direct undertakings with the Client, including with regard to confidentiality.
- 5.8 The Consultant shall:
- (a) comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption;
 - (b) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this Agreement; and
 - (c) ensure that all persons associated with the Consultant or other persons who are performing services or providing goods in connection with this Agreement comply with this Clause 4.8.
- 5.9 Failure to comply with Clause 4.8 may result in the immediate termination of this Agreement.

6 Fees

- 6.1 Without prejudice to any other right or remedy that the Consultant may have, if the Client fails to pay the Consultant on the due date of payment, the Consultant may suspend the provision of any further Services until payment has been made in full.
- 6.2 The Client shall pay the Consultancy Fees to the Consultant by such payment method as agreed by the Consultant in writing. Time is of the essence for the payment of the Consultancy Fees.
- 6.3 Notwithstanding any other provision of this Agreement, all sums payable to the Consultant under this Agreement shall become due immediately.
- 6.4 The Client shall pay all amounts due under this Agreement in full without any deduction except as required by law, and shall not be entitled to assert any credit, set-off or counterclaim against the Consultant in order to justify withholding payment of any amount due, in whole or in part.

7 Expenses

The Client shall reimburse all reasonable expenses properly and necessarily incurred by the Consultant in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment.

- 7.1 Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

8 Confidential information

- 8.1 The Consultant acknowledges that in the course of the Engagement he will have access to Confidential Information.
- 8.2 The Consultant shall not (except in the proper course of his duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
 - (a) any use or disclosure authorised by the Client or required by law; or
 - (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

9 Intellectual property

- 9.1 The Consultant and its licensors shall retain ownership of all existing and future Intellectual Property Rights in the Works.

10 Termination

10.1 Notwithstanding the provisions of Clause 3.2, the Client may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:

- (a) commits any gross misconduct affecting the Business of the Client;
- (b) commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Client;
- (c) is convicted of any criminal offence or commits any material breach of applicable laws;
- (d) is negligent or incompetent in the performance of the Services;
- (e) is declared bankrupt or makes any arrangement with or for the benefit of his creditors;
- (f) is incapacitated (including by reason of illness or accident) from providing the Services for an extended period; or
- (g) commits any fraud or dishonesty or acts in any manner which in the opinion of the Client brings or is likely to bring the Consultant or the Client into disrepute or is materially adverse to the interests of the Client.

10.2 The Consultant is under no obligation to refund for any Services paid for by the Client once consultation has begun.

10.3 The rights of the Client under this clause are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of the Consultant as having brought the agreement to an end. Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of these rights.

11 Obligations on termination

On the Termination Date the Consultant shall:

- (a) immediately deliver to the Client all Client Property in his possession or under his control; and
- (b) irretrievably delete any information relating to the Business of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the premises of the Client.

12 **No liability**

The Consultant will not be liable to the Client, or any agent or officer of the Client, for any mistake or error in judgment or for any act or omission done or made in good faith and within the scope of authority conferred or implied by this Agreement.

12.1 Should there be a delay in the arrival of any orders placed on behalf of the Client, the Consultant will not be held liable.

13 **Status**

The relationship of the Consultant to the Client will be that of independent contractor and nothing in this Agreement shall render him an employee, worker, agent or partner of the Client and the Consultant shall not hold himself out as such.

14 **Force majeure**

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for one (1) month, the party not affected may terminate this Agreement by giving 1 (one) week's written notice to the affected party.

15 **Notices**

15.1 All notices required or permitted by this Agreement shall be in writing and in the English language and shall be sent to the recipient by hand, by courier, by registered post, by fax or by email at its address set out above (or such other address as notified by the recipient to other parties from time to time), or as otherwise directed by the recipient by notice given in accordance with this clause.

15.2 Notices shall be deemed to have been duly given and received:

- (a) if delivered by hand or sent by courier, notice will be deemed given on the date of receipt;
- (b) if sent by registered post to an address in the same country, on the second (2nd) business day after posting; or if sent to an address not in the same country, on the fifth (5th) business day after posting;
- (c) if sent by facsimile, upon issue of a report confirming successful transmission to the sender; or

- (d) if sent by email, one (1) hour after the email is sent (unless a return email is received by the sender within that period stating that the addressee's email address is wrong or that the message cannot be delivered).

16 Entire agreement

16.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

17 Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

19 Right of third parties

This Agreement is personal to the parties. The provisions of the Contracts (Rights of Third Parties) Ordinance (Cap 623) do not apply to this Agreement. No person who is not a party to this Agreement (whether or not such person is named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified in this Agreement) shall have any right under the Contracts (Rights of Third Parties) Ordinance to enforce this Agreement or to enjoy the benefit of any term of this Agreement.

20 Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

This Agreement has been entered into on the date stated at the beginning of it.

**For and on behalf of
Founce Global**

**For and on behalf of
The Client**
