



**BAG CAPITAL**

## **CONSULTANCY AGREEMENT**

**44/0024/01315**

**PROJECT NAME:**

**REQUESTED CREDIT AMOUNT:**

**PART 1: CONSULTANCY;** Upon the request of the **EMPLOYER**, the project will seek financing under the following conditions.

- a) The term of the loan to be found will be 7-15 years, with a grace period of 3-5 years (only interest will be paid during this period). The interest rate of the loan should not exceed 4.25% + LIBOR/EURIBOR.**
- b) After the loan is transferred to the EMPLOYER's account, the EMPLOYER pays 3% + VAT Commission fee and 4.7% Insurance fee to CONSULTANCY.**
- c) The EMPLOYER is responsible for the use of the loan as shown in the Business Plan.**
- d) The EMPLOYER undertakes to pay the amounts of 3% + VAT and 4;7% to the CONSULTANT with a letter of instruction to be given to the bank and approved by the bank. (This instruction is valid if the loan is transferred to the EMPLOYER's account.) This text can be written as a note under the letter of instruction.**

**This bank-approved instruction is mandatory and indispensable to be given to the CONSULTANT as it will be the EMPLOYER's reference to the bank.**

**The instruction you will give to the bank will be in the following text or similar.**

**"After the verification, acceptance and transfer to my account of the ..... loan that I will receive through syndication from abroad, I kindly request that the amount of ..... Consultancy service 3%, Insurance Fee ..... 4.7%,**



**Total: ..... be sent to the account GBA Capital Management and Consultancy LTD ..... BANK**

**BIC: ..... IBAN: ..... within 3 business days."**

**Below this text, there must be a stamped and signed confirmation of receipt from the bank you gave instructions to. Verification will be done by the consulting company.**

## **SECTION 2: BEGINNING OF THE CONSULTING SERVICE:**

**a) The EMPLOYER will deliver all the information and documents required for the full fulfillment of the consulting service to the CONSULTANT in a correct and complete manner.**

**b) The EMPLOYER will have an international Business Plan prepared and delivered to be accepted by the CONSULTANT.**

## **SECTION 3: Conditions for the fulfillment of the consulting service:**

**a) Consultancy service is 90 days. It starts when the EMPLOYER fulfills the above contract provisions.**

**b) The CONSULTANT is authorized to apply to all official and unofficial institutions and organizations, and third parties, to examine and decide on requests for credit on behalf of the EMPLOYER under the above conditions. (The final decision is made by the EMPLOYER.)**

## **SECTION 4: SPECIAL CONDITIONS OF THE CONTRACT:**

**a) If the employer fails to fulfill any of the articles in this contract or unilaterally cancels the contract during the contract period, he/she will pay a penalty of £25,000 and will guarantee this with the following document to be signed by his/her bank and given to the consultant.**



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**"In the event that the ..... company specified as the employer in the contract does not fulfill any condition of the contract or terminates the contract, we undertake to pay a penalty of £25,000 upon your request."**

**b) The CONSULTANT does not guarantee 100% credit availability. It will not pay any penalty or compensation in the event that the credit cannot be obtained.**

**c) The CONSULTANT may terminate this contract without giving any reason.**

**d) Even if the credit has been obtained in accordance with the above conditions and the transfer stage has been reached, the EMPLOYER reserves the right not to use this credit. However, in this case, 4.7% Insurance fee and 3% Commission fee will be paid.**

**e) CONSULTANT cannot be held responsible for the material or moral liabilities arising from the termination of this contract or the EMPLOYER's obligations to third parties for any reason, and the EMPLOYER cannot file a legal or criminal lawsuit against the CONSULTANT.**

**f) If the Consultant does not fulfill his/her duties arising from this contract, he/she cannot claim any rights from the Employer.**

**English Laws and Courts are authorized to resolve any disputes arising from this contract, which is signed by the parties via e-mails accepted as official addresses and consists of 4 sections and 14 articles. (DATE)**

**CONSULTANT:**

**EMPLOYER:**