

**CDB Trading Ltd's General Conditions of Sale
(CDB Trading Ltd's Consultancy Services Terms)**

1. General: These General Conditions of Sale (the Consultancy Services Terms) shall govern the conclusion, content and performance of Consultancy services contractual relationships between CDB Trading Ltd and the Client. Those General Conditions of Sale (the Consultancy Services Terms) form integral part of all contractual relationships between CDB Trading Ltd and the Client.

2. Professional relationships: 2.1 Assignment: All assignments to any professional of CDB Trading Ltd or to CDB Trading Ltd are considered exclusively assigned to CDB Trading Ltd; all assignments are considered to be given to and accepted by CDB Trading Ltd, even if it was the explicit or tacit intention that the assignment was to be carried out by a particular person. Any service rendered to the Client by any professional of CDB Trading Ltd or by CDB Trading Ltd or by any professional hired by CDB Trading Ltd for such assignments and any work performed therefore by any professional of CDB Trading Ltd or by CDB Trading Ltd or by any professional hired by CDB Trading Ltd for such assignments will be based on the present General Conditions of Sale. CDB Trading Ltd has the right to subcontract any assignment partially or entirely to a third party with or without the Client's agreement or knowledge.

2.2 Co-operation by the Client: The Client will pass to CDB Trading Ltd any documents and information necessary for provision of the services. The Client will facilitate and give access – and, if necessary, any relative official letter of introduction – to any office or governmental or corporate body or person in charge under the Client's authority or within the Client's relations (i.e. for instance customers, suppliers, local operators, industries, producers, shipping partners and companies, exporters, importers, distributors, agents, insurance partners, international organizations, states and governmental entities, fairs and any other stakeholders and players) for enabling CDB Trading Ltd to collect any document and information necessary for provision of the services. The Client is obliged to cooperate as required in order to comply with the assignment.

3. Existence of contract: If the Client gives an assignment to CDB Trading Ltd (by e-mail, or mail, or letter per registered mail, or letter per courier or express services, or fax, or order of services, or notice, or note, or phone call, or visit, or meeting, or any other contact, etc.), the contract shall come into existence on confirmation of the acceptance of this assignment by CDB Trading Ltd (by e-mail, or mail, or letter per registered mail, or letter per courier or express services, or fax, or confirmation of order of services, or notice, or note, or phone call, or visit, or meeting, or any other contact, etc.) in which confirmation CDB Trading Ltd will confirm to the Client that CDB Trading Ltd is ready to work out the assignment required by the Client. The contract shall also come into existence on any beginning of work by CDB Trading Ltd related to any assignment or any consultancy or any consultation for which CDB Trading Ltd has been approached by any possible mean to provide any service or for which CDB Trading Ltd has been required at any opportunity to provide any service. The contract shall also come into existence on receipt by CDB Trading Ltd of any documentation, documents and/or information in order that CDB Trading Ltd will provide its service. The contract shall also come into existence on receipt by CDB Trading Ltd of any confirmation by the Client of order of any services or on receipt of any payment or any payment on account. As long as CDB Trading Ltd has not received a due payment for its services, CDB Trading Ltd is not obliged to comply with the assignment. Once the Client confirmed its order of services to CDB Trading Ltd, the corresponding fees and expenses are considered as due by the Client to CDB Trading Ltd.

4. Nature and scope of services: The services which CDB Trading Ltd shall provide shall be especially consultancy services, in particular: state and corporate positioning strategy within the global market, sourcing and marketing surveys, global market strategic information watch, overview of situations, analysis and evaluations of situations, project design and conception of business plans or models, feasibility and company acquisition studies, formation of companies, setting up of sourcing, marketing, sales and/or trading entities, sustainability management consulting services or graduate consultancy services or similar services (such as conference, or lecture, or speech, or assistance, etc.) on similar subjects or any subject whereby the Client is advised through CDB Trading Ltd's experienced professional(s). The scope of CDB Trading Ltd's services shall be governed by CDB Trading Ltd's confirmation of acceptance of the assignment or by the implicit acceptance of the mission by the beginning of the work by CDB Trading Ltd. The results of the work shall be recorded in a detailed presentation, i.e. through a report or document or information electronically transmitted to the Client under Portable Document Format (PDF) format or Excel or Word format document. This report or document or information can additionally or also be presented through an oral presentation to the Client, for instance during a speech to the Client or similarly, or through other documents issued by CDB Trading Ltd or other means (e-mail, or mail, or letter per registered mail, or letter per courier or express services, or fax, or draft, or notice, or note, etc.) or other ways (phone call, or visit, or meeting, or any other contact) if required. Such presentation, i.e. through a speech or any additional time spent by CDB Trading Ltd for such presentation or further explanation/information on the report itself could entail additional fees to be paid on account by the Client to CDB Trading Ltd as well as any other cost related to giving this speech (time, travelling time, etc.).

5. Reporting: The report or document or information will be written or given in French or English. If the Client wishes the report or document or information to be in another of the official languages of Switzerland or if the Client wishes the report to be translated in any other language, the Client shall expressly inform CDB Trading Ltd accordingly; the Client shall be charged the extra costs thus incurred.

6. Deadlines: Any deadlines or periods for the provision of services shall stand, saving events of force majeure.

7. Fees and Expenses: Costs of the services provided by CDB Trading Ltd include fees and expenses. The fees will be calculated on the basis of the working time spent on the matter by the CDB Trading Ltd's professional(s) involved. The services rendered shall be remunerated according to use. CDB Trading Ltd's professional's current hourly rates (i.e. CHF 600.00 per hour VAT excluded + 8 % VAT = CHF 648.00 per hour VAT included) shall apply to the services rendered. Travelling time shall be treated as working time. CDB Trading Ltd's professional's travel costs (i.e. transportation in first class or business class at CDB Trading Ltd's convenience, full-board accommodation, meals, visas or costs of the same nature) are for the Client's account and payable in advance, if not otherwise agreed (i.e. for instance through granting by the Client of credit card to the benefit of CDB Trading Ltd's professional in case of specific mission, CDB Trading Ltd providing to the Client on a monthly basis the relative supporting invoices, justificatory documents or receipts for good order). All expenses (ancillary costs actually incurred in the execution of the assignment) shall be borne by the Client. And any necessary cost or amount for working out the assignment shall be borne by the Client, i.e. for instance capital contribution by the Client in the case of CDB Trading Ltd's services of setting up of company for the Client. CDB Trading Ltd's professional's fees – and if appropriate, all or one part of CDB Trading Ltd's professional's expenses, at CDB Trading Ltd's option – are due by the Client when the order of its Consultancy Services is placed; CDB Trading Ltd's professional's expenses during the assignment, if the need arises (i.e. for instance on a monthly basis) and if not otherwise agreed, are due on receipt by the Client of the relevant CDB Trading Ltd's invoice or pro forma invoice by e-mail or any other means; in the case where CDB Trading Ltd started working on the assignment before receiving any payment on account, this does not mean that CDB Trading Ltd renounces to its request for payment on account and therefore the whole fees are remaining due by the Client to CDB Trading Ltd; at the latest, subject it is convenient to CDB Trading Ltd, CDB Trading Ltd's professional's fees and expenses or any relevant balance are due by the Client 10 days before the date of the Client's reception of the report or document or information electronically transmitted to the Client under Portable Document Format (PDF) format or Excel or Word format if not otherwise agreed. In the case where CDB Trading Ltd is subcontracting any assignment given by the Client, partially or entirely to a third party (i.e. for instance legal or expert advice necessary to fulfill the assignment), CDB Trading Ltd is entitled, if convenient to CDB Trading Ltd, to require the Client to pay any legal or expert advice directly to the legal or expert person or entity (i.e. for instance a counsel or an expert) on basis of the invoice issued by the legal or expert person or entity for their relevant rendered legal or expert services (or for their legal or expert services to be rendered) to fulfill the assignment given by the Client to CDB Trading Ltd; this in order to simplify the process and to avoid unnecessary costs. Consequently, any such invoice and relevant amount will be considered due by the Client and shall be payable without deduction within 10 days of the invoice date if not otherwise agreed. Any existing amount due by the Client or due by an entity or a company owned or in majority owned by the Client to CDB Trading Ltd – both under this contract between CDB Trading Ltd and the Client as well as through another contract between CDB Trading Ltd and the Client or through another contract between CDB Trading Ltd and an entity or a company owned or in majority owned by the Client – is to be settled, at CDB Trading Ltd's convenience, before CDB Trading Ltd starts to work on the present contract, through the present contract, i.e. for instance by deduction by CDB Trading Ltd on any payment, payment on account or down payment by the Client for the present contract by compensation – and consequently after such above mentioned deduction is deducted, any balance still remaining due on the payment of the total initial price of the present contract having to be settled in due course by the Client to CDB Trading Ltd. For any non-compliance by the Client to any clause of the present General Conditions or to any condition of the assignment, CDB Trading Ltd will have the right to consider the assignment as finalized and fulfilled as far as CDB Trading Ltd's side is concerned, CDB Trading Ltd reserving all its rights, in particular for the total amount of fees or expenses expected for the assignment which will have to be paid by the Client to CDB Trading Ltd – as well as the fees invoiced by the third party involved in the case mentioned in the previous paragraph – within the next 10 days of the date on which the above-mentioned non-compliance by the Client occurs, the results of the work (i.e. for instance a report) having been or not having been remitted by CDB Trading Ltd to the Client, i.e. the mission having been carried out or finalized or not having been carried out or not having been finalized by CDB Trading Ltd. The same applies for any unpaid amount from the Client to CDB Trading Ltd – as well as for any unpaid fees invoiced by the third party involved in the case mentioned in the previous paragraph – which unpaid amount at the time when the above mentioned non-compliance by the Client occurs will have to be settled by the Client to CDB Trading Ltd – or to the third party involved in the case mentioned in the previous paragraph – within the next 10 days of the date on which the above mentioned non-compliance by the Client occurs.

Any CDB Trading Ltd's invoice shall be payable without deduction within 10 days of the invoice date and through CDB Trading Ltd's bank account. Any cancellation by the Client of order of service would incur a loss of any deposit paid. Any payment on account or down payment or payment by the Client to CDB Trading Ltd being considered acquired definitively and irrevocably. Late payments are subject to 1.25% interest per month on the outstanding amount as follows:

Delays: Any delay in payment of CDB Trading Ltd's invoice by the Client shall entail, by rights and without formal demand, penalties of delay which will be applied to the sum due at the interest rate of 1.25 % per month of delay or pro rata, increased by 75 % without prejudice of CDB Trading Ltd's rights of collection, all expenses and all (extra-)judicial collection costs remaining for the Client's account. In case of judicial collection, the Client will owe to CDB Trading Ltd in addition to the principal and the late-payment interest a lump sum allowance equal to 20 % of the amount of the debt.

Value Added Tax (VAT): The services rendered to Swiss companies or entities or Swiss individuals or foreign residents in Switzerland are subject to 8 % VAT. The services rendered to non-Swiss individual with no residence in Switzerland and to non-Swiss companies or entities, i.e. to companies or entities domiciled abroad are exempted from Swiss VAT (8%), but only – and at CDB Trading Ltd's option – if the company or entity domiciled abroad does not have a branch or an establishment or an entity registered in Switzerland; if the company or entity domiciled abroad has a branch or an establishment or an entity in Switzerland, the invoicing can – at CDB Trading Ltd's option – be subject to 8 % VAT and the invoice for the services rendered can be issued to this branch or this establishment or this entity in Switzerland for payment facilitation.

Security/Facilitation: The Client, notably if the Client is a state or a state owned company or entity, will ensure the whole security of CDB Trading Ltd's professional(s) during any stay or visit if the latter is required to make one or several stays or visits into the territory of the relevant state and will ensure the safe prompt expected return of CDB Trading Ltd's professional(s) to Switzerland; the Client will facilitate granting of entry/exit/transit visa, fast track VIP entry/exit/transit procedures into the relevant country and out of the relevant country, in particular through airport(s) as well as for hotel(s) checking/check-out; the Client will book on Client's account and pay CDB Trading Ltd's professional(s) full-board accommodation in the best hotel of the relevant place as per CDB Trading Ltd's convenience and will book on Client's account and pay any means of transportation of CDB Trading Ltd's professional(s) (i.e. for instance, chauffeur driven car service starting at the time of airport reception of CDB Trading Ltd's professional(s), planes) and throughout the all relevant country and the all relevant stay.

8. Liability: Any liability, regardless of any legal grounds, and especially for indirect and consequential losses, or for any other reason shall expressly be excluded. The Client waives the right to bring a claim for whatever reason, and in particular for direct or indirect liability against professional(s) and staff of CDB Trading Ltd or against CDB Trading Ltd or against any professional hired by CDB Trading Ltd or any third party (with whom CDB Trading Ltd would have subcontracted for any assignment partially or entirely).

9. Place of debt enforcement: If an assignment is given by a non-Swiss company or entity, i.e. by a company or an entity domiciled abroad and if this company or entity domiciled abroad has a branch or a firm or an office or a business or an establishment or an entity in Switzerland, this assignment can also be understood as given by this establishment or entity in Switzerland. Consequently, the invoice for the services rendered under this assignment can also be issued by CDB Trading Ltd to this establishment or entity in Switzerland. Any CDB Trading Ltd's invoice unpaid by this establishment or entity in Switzerland shall entail pursuit of the above-mentioned company or entity domiciled abroad, as debtor domiciled abroad who possesses an establishment or an entity in Switzerland and who can be sued for the debts of this establishment or of this entity through the competent cantonal enforced debt collection Office in Switzerland. Consequently, in case of such unpaid services and invoice, the place of debt enforcement for such companies or entities domiciled abroad can – at CDB Trading Ltd's convenience – be in Switzerland in the city where the above-mentioned establishment or entity in Switzerland will have its address (pursuant to Article 50, paragraph 1, Swiss Federal Debt Enforcement and Bankruptcy Act (SchKG)).

Any opposite or different clause or condition written down on any document issued by the Client (e-mail, or mail, or letter per registered mail, or letter per courier or express services, or fax, or order of services, or draft, or procedure, or protocol, or notice, or note, or Portable Document Format (PDF) format or Excel or Word format document, or cheque, or bill of exchange, or any other payment instrument, etc.) will not result in any dispensation or any novation to the present Place of debt enforcement as above mentioned – which is at CDB Trading Ltd's convenience – and the explicit and exclusive CDB Trading Ltd's Applicable Law and Jurisdiction which will be the only one to govern the legal relationship between CDB Trading Ltd and its Client as defined in the clause number 16 hereunder of the present General Conditions of Sale.

10. Place of performance of those Consultancy services contractual relationships: The place of delivery of CDB Trading Ltd's services is exclusively Switzerland at the address of CDB Trading Ltd, independently in any other place. The place of payment is exclusively Switzerland, at the headquarters of CDB Trading Ltd or its notified bank.

The place of performance is exclusively Switzerland at the address of CDB Trading Ltd.

11. Application of General Conditions of sale: All documents issued by CDB Trading Ltd (e-mail, or mail, or letter per registered mail, or letter per courier or express services, or fax, or order of services, or confirmation of order of services, or invoice, or draft, or procedure, or protocol, or notice, or note, or Portable Document Format (PDF) format or Excel or Word format document, or cheque, or bill of exchange, or any other payment instrument, etc.) are established on the basis of the present General Conditions of Sale; all documents of the Client or its representative (e-mail, or mail, or letter per registered mail, or letter per courier or express services, or fax, or order of services, or draft, or procedure, or protocol, or notice, or note, or Portable Document Format (PDF) format or Excel or Word format document, or cheque, or bill of exchange, or any other payment instrument, etc.) will be accepted by CDB Trading Ltd only on the basis of the present General Conditions of Sale. Any CDB Trading Ltd's phone call, or visit, or meeting, or contact to/with a Client or his representative or any Client's or his representative's phone call, or visit, or meeting, or contact to/with CDB Trading Ltd are understood on the basis of the present General Conditions of Sale.

12. Primacy of General Conditions of sale: The present General Conditions of Sale prevail and cancel any previously passed verbal or written agreements. Any agreement dispensatory or any dispensation to the General Conditions of Sale, unless it suits CDB Trading Ltd, shall be subject to an agreement signed by the parties.

Any allowance and/or acceptance of CDB Trading Ltd does not at all constitute any waiver of the implementation of the present clauses of the present General Conditions of Sale: in such cases, CDB Trading Ltd's acceptance to provide services means that all CDB Trading Ltd's rights and means are reserved and this without prejudice to any claims for any payment due to CDB Trading Ltd and to any claims for damages and interests from CDB Trading Ltd.

13. Specific agreements: The rights of the Client of this contract are not transferable.

14. Force majeure: If CDB Trading Ltd, or a third party instructed to fulfill the contract by CDB Trading Ltd, or a subcontractor of CDB Trading Ltd, is prevented from prompt fulfillment of the contract by reason of force majeure, CDB Trading Ltd may postpone delivery for the duration of this impediment.

Force majeure for the purpose of the foregoing paragraph is, in particular, acts of God or the elements, acts of authorities or governments or monopolies, riots, civil war, war whether declared or not, hostilities, mobilisation, confiscation, requisition, embargo, fire, labour dispute, strikes, lock-out, lack of transport facilities, materials or energy, accidents, breakdown or destruction of production units, equipment, machines and plant facilities or any other event beyond reasonable control of CDB Trading Ltd which prevent or impedes the performance of the contract. It is also considered force majeure any events resulting from natural causes such as flooding, landslide or any other event which impedes the fulfillment of the assignment.

CDB Trading Ltd shall immediately inform the Client by e-mail, fax, telex or any other appropriate means of the reasons, impeding performance of the contract and shall also advise the Client as quickly as possible of the termination of the impediment.

If the cause impeding performance of the contract lasts for more than sixty successive days, CDB Trading Ltd shall be released from its obligation to fulfill the assignment. CDB Trading Ltd shall have no liability for prejudice caused by inability to fulfill the assignment resulting from force majeure as defined in this clause.

15. Suspension/termination : CDB Trading Ltd will have the right to terminate or suspend the contract if it appears that the fulfillment of the assignment cannot be carried out under the conditions agreed as per the contract, i.e. for instance in the case of force majeure or in the case of non-obtainment of necessary license, authorization, permission, introduction, visa or other specific reason and/or of a possible ban, governmental or other, or situation of insecurity/default of security or change occurring in the relevant country of the Client and not allowing fulfillment of the assignment by CDB Trading Ltd.

16. Applicable Law and Jurisdiction: Swiss Law, unless the latter differs from the contract or from CDB Trading Ltd's General Conditions of Sale. **Exclusive place of jurisdiction is Baar, Switzerland.** CDB Trading Ltd does, however, also have the right to bring action against the Client before any other competent court at the domicile of the Client or any other court having jurisdiction.

17. Copyright notice: These General Conditions of Sale are the intellectual property of CDB Trading Ltd, Baar, Switzerland. Any unauthorized reprint or use of this material is prohibited. No part of these General Conditions of Sale may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system without express written permission from the author. ©2014 CDB Trading Ltd, Baar, Switzerland.

These General Conditions of Sale (CDB Trading Ltd's Consultancy Services Terms) are available upon request and have been published on the website www.cdb-trading.com