

# PROFESSIONAL SERVICE CONTRACT

#7.31.314

This Professional Advisory and Assistance Service Contract\* (the "Contract") is made and entered into this \_\_\_<sup>th</sup> day of September 2018, by and between:

1. **TOMCUC** Ltd., \_\_\_\_\_,  
Registered address: St., Skopje \_\_\_\_\_, Macedonia, [www.TomCuc.com](http://www.TomCuc.com),  
represented by **Dimitar Ivanov, President**  
(hereinafter referred to as "Principal"), and
2. **EAST ELECTRIC COMPANY, Ltd.**,  
Registered address: 40, Jordan Blagoev St., Pernik 2304, Bulgaria, [eu@eec.us.com](mailto:eu@eec.us.com)  
Correspondence office: 20, Felix Kanitz St., Sofia 1606, Bulgaria, [www.eec.us.com](http://www.eec.us.com)  
represented by **Kaloian Penkov, CEO**, granted with the rights to operate the outsourcing  
of **International Investment Council (IIC)**, [www.iic-london.co.uk](http://www.iic-london.co.uk),  
as a DBA formation† of East Electric Company LLC, Washington, D.C.  
represented by **Prof. George Angelow, President and CEO**, [boston@iic-london.com](mailto:boston@iic-london.com)  
(hereinafter referred to as "Advisor");

(hereinafter referred to individually as a "Party" or collectively as "Parties").

## RECITALS

WHEREAS **Principal** is newly established Project Company for develop a capital investment‡ project in Macedonia, **5.6 ha greenhouse**, (the "Project") as part of series of similar projects on Balkan region, coordinated by the **Advisor**.

WHEREAS **Advisor**, based on the experience and software of its US Partner, **IIC**, was authorised and assigned in February 17<sup>th</sup>, 2016, by Akva D.N.D., Ltd.—the concessioner of the land and hot water for the greenhouse—to contact US, Canadian and EU manufacturers, state/federal export credit agencies, banks, vegetable distributors, and to develop a financial project for loan application.

NOW THEREFOR, it is hereby agreed as follows:



\* Advisory and assistance services support contractors are often categorized as Systems Engineering and Technical Assistance (SETA) or Technical Engineering Management Support (TEMS)

† Doing Business As – name of corporate which originated in 1991 in London, later moved to the United States.

‡ Capital investment source can include equity investors, banks, financial institutions, venture capital and angel investors. ([more](#))

## 1 SUBJECT OF THE AGREEMENT

- 1.1. **Principal** hereby appoints **Advisor**, and **Advisor** accepts such appointment to provide ancillary services subject of the terms and conditions herein described. More specifically, the **Parties** stipulate the fiduciary relation whereby the **Principal** manifests its consent to the **Advisor** that the **Advisor** shall act in behalf of the **Principal** and subject to **Principal's** control as it will:
- (a) contact and negotiate manufacturer and credit institutions;
  - (b) select the most appropriate producer of greenhouse in EU, USA and Canada, ready to support the issue of credit and/or insurance facilities by government Export Credit Agency (the "ECA") or other public finds, EU's included;
  - (c) develop financial model for project finance\* of modern greenhouse, cash-flows pro-forma budgeting, profitability & sensitivity analysis;
  - (d) provide software for risk assessment of the business venture using the licensed specialized software of IIC as external accessor, including auxiliary subcontractor for making an independent expertise;
  - (e) online cash-flow control of the **Project** operation and **Risk Management** through privilege access to the operating accounting data fool time of the loan life;
  - (f) commercial distribution of the products directly and/or through known major retailer(s) on the EU vegetable markets.
- 1.2. In addition, the **Parties** constitute hereby principal-independent contractor relationship on "arm-length" bases whereunto **Advisor's** work will not be done under the direct **Principal's** direction or any other supervision assigned by the **Principal**.

## 2 OBLIGATIONS OF THE PARTIES

### 2.1. *Duty of Loyalty*

The **Advisor** has duty to act solely for the benefit of the **Principal** and not in the interest of the **Advisor** or a third party. Therefore, the **Advisor** shall not represent two principals in the same transaction unless both know of the dual capacity and consent to it.

### 2.2. *Duty of Advisor*

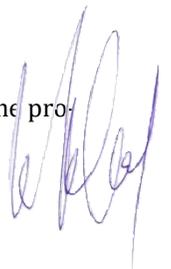
The **Advisor** shall perform its obligations in order to achieve the scope of the **Contract** in compliance with its subject as described in Section 1, Clause 1.1, for the benefit of the **Principal** and society.

### 2.3. *Duty of Principal*

The **Principal** shall:

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\* Project finance - a loan structure that relies primarily on the project's cash flow for repayment, with the project's assets, rights, and interests held [as secondary security](#) or collateral.



- (a) present all required certificates, concession, licenses, contracts, and other instrument and papers as the laws and regional regulations so require for construction of the greenhouse, subject of the **Contract**;
- (b) conclude contracts for financial support and loan agreement for delivery and commencement of the capital goods and services, as well as local country services for development of the **Project**;
- (c) conclude permanently buy/sell contracts for distribution the all yield on the EU vegetable markets through and by the selected major retailer(s);
- (d) conclude separate service contract with the **Advisor** for permanent **Online Cash-flow Control and Risk Management** full time of the loan(s) life in compliance with the approved business plan of the **Project**.
- (e) pay off the loan(s) interest and principal on six-moth instalments;
- (f) provide all primary accounting information to the **Advisor** for control and **Risk Management** and operational advising.

### 3 PRICES AND PAYMENT CONDITIONS

- 3.1. **Capital Goods and Services.** The price of the Contract covers the performance of **Advisor's** obligations as described in Section 1, Clause 1.1. Paragraphs (a), (b) and (c), in total amount of **€ 240,000.-** (two hundred and forty thousand Euro).
- 3.2. **Current Fixed Costs.** (i) Financial reporting, *and* (ii) Online Cash-Flow Control System service as described in Section 1, Clause 1.1. Paragraphs (d) and (e), current monthly payments of **€ 2,100.-/p.Mo** (two thousand and one hundred Euro) per month.

### 4 RISKS

The **Parties** understand and accept that the business and political environment in Macedonia is good for long-term investment and that the field of greenhouse production is priority of the Country and EU markets. The **Advisor** will support marketing complete analyses of the financial risk.

### 5 TERM

There is not fixed final term of the **Contract**. It is budgeted for 12 months. No extra payment by the **Principal** for extension of the term is hereby or will otherwise be discussed.

### 6 JURISDICTION AND GOOD FAITH

- 7.1. **Enforceability.** Should any of the provisions of this **Contract** be or become invalid by virtue of applicable law(s) or fail enforceability, then this **Contract** will remain in full force and the invalid and/or unenforceable provision(s) will be substitute by provisions

INITIALS:

to be mutually agreed upon between the Parties within the spirit and intent of the Contract, and wording which comes to invalid parts as near as the law allows.

- 7.2. **Amicable Settlement of Disputes.** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.
- 7.3. **Jurisdiction.** This Contract shall be governed by the local Law of Bulgaria under the executive Jurisdiction of the Sofia District Court and without Recourse of Arbitration.

## 7 GENERAL PROVISIONS

- 8.1. **Language.** All documentation, matters and information related to this Contract shall be conducted in English.
- 8.2. **Low.** Any footnotes in this Contract are for informational purposes only and shall not in any way affect the meaning or construction of any provision of this Contract.
- 8.3. **Entire Contract.** This Contract is executed in the English languages in two (2) adequate hard copies, one each set for each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Professional Service Contract to be signed in their respective names as of the day and year first above written.

For:

**TOMCUC., Ltd.**

By



Eng. Dragan Petrushevich, CEO

Date: 20.09.2018

For:

**EAST ELECTRIC COMPANY Ltd.**

By



Kaloyan Penkov

Date: 18.09.2018

Confirmed by:

**International Investment Council**



Prof. George Angelow

Date: 19.09.2018