**Dated** 28.05.2020

**Framework Collaboration Consultancy Agreement**

between

Wholesale PPE Suppliers Ltd

And

First Deterrence Trading LLC

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**This Agreement** is dated 28.05.2020 and made between:

1. **Wholesale PPE Suppliers Ltd**, a company duly incorporated and organised under the laws of United Kingdom, with license number 12571730 and having its registered office/principal place of business at 27, Old Gloucester Street, London, WC1N 3AX, United Kingdom, legally represented by Mr. Farooq Yunis (“**XXXX**”);

And

1. **First Deterrence Trading LLC**, with address of Level 22 Sheikh Mohammad Bin Rashid Boulevard Plaza Tower 1 , Downtown Dubai, United Arab Emirates, (“**FDT**”).

Hereinafter XXXX and FDT shall be jointly referred to as (the “**Parties**”) and individually as (the “**Party**”).

**Recitals**

1. XXXX and FDT shall collaborate with respect to FDT introducing: Engineering Procurement and Construction (EPC); or EPC Plus Finance Works (EPC+F) and Investment Opportunities (IO) (or similar) or FDT Client’s Opportunities (CO) relevant to XXXX’s project development activities (EPC, EPC+F, IOs & COs) (as defined in this Agreement), with the intention for XXXX to bring forward its clients (the “**XXXX Clients”**) to participate in said projects, through the provision of Engineering Procurement and Construction (EPC) works (or similar) and/or EPC plus finance (or similar) and/or investment into existing investment opportunities (or similar) or execute FDT Client Opportunities (or similar), (the “**Project**”).
2. XXXX shall now formally engage FDT and/or its Affiliates (as defined in this Agreement) to:
   1. Introduce EPC, EPC+F, IOs & COs (as defined in this Agreement) to XXXX and/or its Affiliates for the Project; and
   2. use its best efforts to collaborate with XXXX to procure Contract Award(s), IOs and COs Transaction(s) Execution (as defined in this Agreement) subject the terms and conditions of this Framework Collaboration Consultancy Agreement, (the “**Agreement**”).
3. XXXX warrants that it has the necessary technical and economic understandings and the resources to collaborate with FDT subject to the terms and conditions contained in this Agreement and XXXX agrees to provide its services to FDT subject to the terms and conditions as defined within Clause 4, XXXX Scope of Works of this Agreement.
4. FDT shall now formally engage XXXX and/or its Affiliates to:
   1. Bring forward XXXX clients for the Project; and
   2. use its best efforts to collaborate with FDT procure Contract Award(s), IOs and COs Transaction(s) Execution (as defined in this Agreement) subject the terms and conditions of this Agreement.
5. FDT warrants that it has the necessary technical and economic understandings and the resources to collaborate with XXXX subject to the terms and conditions of this Agreement and FDT agrees to provide its services to XXXX subject to the terms and conditions as defined within Clause 5, FDT Scope of Works of this Agreement.
6. Parties agree that:
   1. the commissions and/or fees for the Project, (the “**Remuneration**”), and the timings of payments that are made for the Remuneration, (the “**Remuneration Timeframe**”), available on each specific EPC, EPC+F, IOs & COs shall be determined during the Parties’ Collaboration for each EPC, EPC+F, IOs & COs’ Contract Award(s), IOs and COs Transaction(s) Execution (as defined in this Agreement) as the structure, economics and/or opportunity available to XXXX Clients for Each EPC, EPC+F, IOs & COs can vary in nature and amount;
   2. Parties are obliged to provide full information with respect to each EPC, EPC+F, IOs & COs’ Remuneration and Remuneration Timeframe;
   3. for the avoidance of doubt, Parties understand that Remuneration for services provided under this Agreement is only available on successful Contract Award(s), IOs and COs Transaction(s) Execution and this is the only Remuneration that is available and/or payable; and
7. Notwithstanding Recital (F), Parties agree that the Remuneration for each Contracts Award(s) for the Project shall be shared equally. For the avoidance of doubt, FDT shall receive x % (x percent) of the Remuneration unless otherwise mutually agreed and XXXX agrees to pay this amount as Fees (as defined in this Agreement) to FDT under each Contract Award(s), IOs and COs Transaction(s) Execution that shall be entered into between XXXX and FDT based on the terms and conditions defined in Clause 6, Consultancy Fees of this Agreement.

**IT IS AGREED** as follows:

1. **Recitals as an Integral Part of Agreement**

The Recitals set forth above are and for all purposes shall be interpreted as being an integral part of this Agreement constituting acknowledgments and agreements by and between the Parties hereto and are incorporated in this Agreement by this reference in this Clause 1.

1. **Definitions and Interpretation**

The following definitions apply in this Agreement:

“**Affiliate**” means, in relation to any Person (as defined under this agreement), a subsidiary of that Person or a holding company of that Person, or any other subsidiary of that holding company that Parties agree in writing during the Term of this Agreement are Affiliates of a Person;

“**Agent**” means a Person that is authorised to act on behalf of another Person to create legal relations and or obligations with a third party;

“**Business Day**” means a day (other than a Friday or Saturday) on which banks are open for general business in Dubai, United Arab Emirates;

“**Confidential Information**” means; any confidential information as defined under the terms and conditions of the Confidentially Agreement (as defined in this Agreement) including its contents, its form and use of this form (even by alteration) by FDT with any other party; the relationship of the Parties expressed and implied by the Confidentially Agreement; this Agreement’s contents, its form and use of this form (even by alteration) by FDT with any other party; and the relationship of the Parties expressed and implied by this Agreement;

“**Contract Award(s), IOs and COs Transaction(s) Execution**” means when the Contract Award(s), IOs and COs Transaction(s) Execution Documentation (as defined below) is agreed and executed and therefore becomes binding obligations of each EPC, EPC+F, IOs & COs’ Principals (as defined in this Agreement) and XXXX Clients for each EPC, EPC+F, IOs & COs, or for each EPC, EPC+F, IOs & COs’ otherwise agreed to, applicable law;

“**Contract Award(s), IOs and COs Transaction(s) Execution Documentation**” means the required documentation for each EPC, EPC+F, IOs & COs;

### “**Engineering Procurement and Construction (EPC) or EPC Plus Finance Works and Investment Opportunities or (similar) (EPC, EPC+F, IOs & COs)”** means opportunities that require the provision of Engineering Procurement and Construction (EPC) works (or similar) and/or EPC plus finance (or similar), or investment into existing investment opportunities (or similar), or execute FDT Client Opportunities (or similar) that Parties agree to collaborate on within Project. For the Avoidance of doubt, each specific opportunity that Parties agree to collaborate on within Project shall be agreed to and included and/or added (when required) as addendums within **Annex 1: EPC, EPC+F, IOs & COs List** (attached to this Agreement) by the Parties;

“**Intermediary**” means a Person (as defined in this Agreement) that is only authorised to act on behalf of another Person to create legal relations and or obligations with a third party given the express permission of that other Person for each individual action it takes;

“**Permitted Purpose**” means FDT and XXXX collaborating to enable the facilitation of Project;

“**Person**” means a human being, or an entity treated as having the rights and obligations of a person;

**“Principals**” means Persons that are key actors with regards to the directly influencing Contract Award(s), IOs and COs Transaction(s) Execution or Persons that are instrumental to the facilitation of such Contract Award(s), IOs and COs Transaction(s) Execution for each EPC, EPC+F, IOs & COs;

“**Relevant Person**” means any officer, director, employee or professional adviser of Parties.

“**Representative**” any Affiliate, any officer, director or employee of the Parties and its Affiliates and any professional advisers of the Parties

1. **Engagement of each Party’s Services**

Parties engage the other party’s services under the terms and conditions of this Agreement and Parties agrees to provide the other party services that are detailed within Clause 4, XXXX Scope of Works, and Clause 5, FDT Scope of Works of this Agreement.

1. **XXXX Scope of Works**

XXXX at all times during the Term of this Agreement, as defined in Clause 9, Term and Termination, shall:

* 1. Use its best efforts to Collaborate with FDT to bring forward new and existing XXXX Clients and work with FDT and Principals (when so required) with respect to the Project;
  2. collaborate exclusively with FDT on each EPC, EPC+F, IOs & COs unless otherwise agreed to by FDT. For the avoidance of Doubt, XXXX shall not work with any other party on each EPC, EPC+F, IOs & COs, other than when party is XXXX Clients, unless otherwise agreed to by FDT;
  3. use its best efforts to aid FDT to promote and develop strategies with regards to FDT’s processes in order to enable FDT provide timely information from Principals to XXXX and XXXX Clients for EPC, EPC+F, IOs & COs;
  4. use its best efforts to undertake any necessary, EPC, EPC+F, IOs & COs, country, economic, feasibility, transactional or financial analysis (when required) to aid in the procurement of Contract Award(s), IOs and COs Transaction(s) Execution;
  5. use its best efforts to work with FDT’s and/or each EPC, EPC+F, IOs & COs Principals’ professional staff to procure Contract Award(s), IOs and COs Transaction(s) Execution;
  6. use its best efforts to maintain proper and close contact with XXXX Clients in order to:
     1. act as an intermediary for FDT with regards to communications between Principals and XXXX Clients when reasonably required;
     2. act as an intermediary for Principals with regards to XXXX Clients and Principals’ negotiations for each EPC, EPC+F, IOs & COs (when applicable);
     3. facilitate Contract Award(s), IOs and COs Transaction(s) Execution for each EPC, EPC+F, IOs & COs and maintain proper and close contact to also facilitate the Remuneration due for each Contract Award(s), IOs and COs Transaction(s) Execution from XXXX Clients, so as to ensure best efforts with regards to the timely payment of Fees due to FDT from XXXX for each of the Contract Award(s), IOs and COs Transaction(s) Execution as defined under Clause 6, consultancy fees;
  7. endeavour to aid FDT and/or Principals (when required) in all other aspects that FDT and/or Principals reasonably require in its approach to achieving Contract Award(s), IOs and COs Transaction(s) Execution;
  8. endeavour to suggest and provide cost effective or appropriate funding solutions (when required) and partners and/or alternative transactions structures (when required) for EPC, EPC+F, IOs & COs;
  9. endeavour to provide such activities as FDT and/or Principals may reasonably request from time to time with respect to the Project;
  10. perform its scope of works under this Clause 4 in its own capacity aside from where it shall work as an Intermediary for, and not as an Agent of FDT and/or Principals, with respect to the intermediating the negotiation and subsequently intermediating the agreement of terms that lead to Contract Award(s), IOs and COs Transaction(s) Execution.

1. **FDT Scope of Works**

FDT at all times during the Term of this Agreement shall:

1. Use its best efforts to collaborate with XXXX to refer, introduce and solicit new and existing EPC, EPC+F, IOs & COs with respect to the Project;
2. collaborate exclusively with XXXX on each EPC, EPC+F, IOs & COs unless otherwise agreed to by XXXX. For the avoidance of Doubt, FDT shall not work with any other party on each EPC, EPC+F, IOs & COsunless otherwise agreed to by XXXX;
3. promote XXXX Clients to Principals only at the request of XXXX specific to each EPC, EPC+F, IOs & COs;
4. aid in the provision to XXXX of all necessaryContract Award Documentationthat XXXX Clients would require in order to procure Contract Award(s), IOs and COs Transaction(s) Execution and use best efforts to provide any supplementary or additional information required from time to time;
   1. use its best efforts to maintain proper and close contact with the Principals of each EPC, EPC+F, IOs & COs in order to:
      1. act as an intermediary for XXXX with regards to communications between XXXX and/or XXXX Clients and Principals when reasonably required; and
      2. act as an intermediary for XXXX with regards to XXXX Client and Principal negotiations for each EPC, EPC+F, IOs & COs (when applicable) only at the request of XXXX;
5. aid XXXX and XXXX Clients in all other aspects that XXXX reasonably requires in its approach to achieving Contract Award(s), IOs and COs Transaction(s) Execution;
6. use its best efforts to provide such activities as XXXX may reasonably request from time to time with respect to the Project;
7. Perform its scope of works under this Clause 5 in its own capacity aside from where it shall work as an Intermediary for, and not as an Agent of XXXX and/or XXXX Clients, with respect to the intermediating the negotiation and subsequently intermediating the agreement of terms that lead to Contract Award(s), IOs and COs Transaction(s) Execution.

1. **Consultancy Fees**

XXXX agrees to pay consultancy fees, (the “**Fees**”), to FDT and/or its Affiliates for the services detailed in Clause 5, FDT The Scope of Works, in accordance with the following provisions:

1. Fees shall cover all fees, cost and expenses of FDT and any other fees and expenses requested by any third parties directly or indirectly related to the services provided by FDT including assistance and support services required by FDT in order for FDT to maintain their services to XXXX;
2. Fees payable to FDT shall be an amount of X% (X Percent) of Remuneration for each Contract Award(s), IOs and COs Transaction(s) Execution unless otherwise mutually Agreed;
3. Fees payable to FDT with respect to each Contract Award(s), IOs and COs Transaction(s) Execution Remuneration shall be specified for each Contract Award(s), IOs and or Cos Transaction(s);
4. Fees shall be paid no later than 7 (Seven) Business Days after XXXX Clients pay the Remuneration due to XXXX on each Contract Award(s), IOs and COs Transaction(s) Execution, (the “**Fees Payment Date(s)**”);
5. For the avoidance of doubt, Fees paid on shall only occur when invoices raised for Remuneration by XXXX for each Contract Award(s), IOs and COs Transaction(s) Execution are paid by XXXX Clients and receipted by XXXX, with respect to each Contract Award(s), IOs and/or COs Transaction(s) Execution, (the “**Receipted Remuneration Date(s)**”;
6. Payments of Fees will be made in the currency to which the Remuneration is being paid to XXXX unless otherwise agreed by the Parties, with all banking payment transfer costs to be borne by FDT, including any foreign exchange transaction costs, if so required;
7. Payment of Fees will be made via wire transfer to FDT and/or its Affiliates bank accounts that shall be specified by FDT via Notice given to XXXX upon the agreement and execution of each Contract Award(s), IOs and COs Transaction(s) Execution. Changes to bank accounts during this Agreement’s Term can only be made by FDT’s signatory, or by a Person appointed and made known in writing to XXXX by FDT’s signatory, via written notice to XXXX from said signatory; and
8. If the actual Fees Payment date(s) falls on a day that payment cannot be affected by wire transfer, the actual payment date shall be the next good Business Day, whereby payment can be affected by wire transfer.

1. **Non-Circumvention**

## The Parties agree that circumvention is not within the scope of Permitted Purpose and that they shall not do the following:

### Whether directly or indirectly, or whether on its own account, or the account of any other Person, firm or company, or as agent, director, partner, employee, consultant, adviser, finder or shareholder; in any way whatsoever, circumvent each other and/or attempt such circumvention of each other and/or any of the parties involved;

### disclose any contact revealed by either Party to any third parties as Parties fully recognize such information and contacts of the respective Party; and

### enter into direct and/or indirect offers, negotiations and/or other transactions contemplated or not contemplated with such contacts during the Term (as defined herein) of this agreement and for a period of 2 (Two) years on Termination of this Agreement (as defined herein).

## In the event of circumvention by any of the Parties, whether direct and/or indirect, the circumvented Party shall be entitled to compensation equal to the maximum service it should realize from such a transaction, plus any and all expenses, including any and all legal fees incurred in lieu of the recovery of such compensation.

1. **Limitations**

The Parties Agree that:

1. The duties of XXXX are strictly limited to the aforementioned services as outlined within Clause 4, XXXX Scope of Works, of this Agreement;
2. The duties of FDT are strictly limited to the aforementioned services as outlined within Clause 5, FDT Scope of Works, of this Agreement;
3. The payment of FDT’s Fees, shall be considered deemed to be payable under the terms and conditions in Clause 6, Consultancy Fees, of this Agreement; and
4. FDT shall not (and shall also ensure that its partners, servants and agents shall not) represent that it (or they) have any authority whatsoever to act as an Agent, accept orders and/or enter into any contracts and/or arrangement on behalf of XXXX and/or XXXX Clients or otherwise commit XXXX and/or XXXX Clients without XXXX’ written consent during Term of this Agreement and similarly, not in any way whatsoever after the Termination of the Agreement.

1. **Term and Termination**

## *Term*

## This Agreement, unless terminated at an earlier date (as allowed for under this Clause 9), shall continue in force for an initial term, of 2 (Two) years from the date of this Agreement, (the "**Initial Term**"). Initial term shall automatically renew for successive terms of 2 (Two) years each unless a written notice of termination is submitted by a Party within 30 (Thirty) days prior to the conclusion of each successive Term.

## *Termination*

## This Agreement can be terminated only in accordance with the following provisions, (the “**Early Termination Events**”), of this Clause 9.2:

### *Termination due to Default*

Either Party shall have the right to terminate this agreement if the other Party:

#### Commits a material breach of its obligations under this Agreement including, but not limited to; a material breach with respect to non-performance of each relevant Party under Clause 4, XXXX Scope of Works, and Clause 5, FDT Scope of Works and fails to cure and/or remedy the breach within a reasonable period applicable to the nature of such a breach after receiving written notice from the other Party of the material breach;

#### shall become or be adjudicated as insolvent or bankrupt and/or makes any composition with its creditors, or is unable to pay its debts, or if any court, having jurisdiction orders, begins to reorganise the assets of the Party, or in fact instigate a seizure of assets or a substantial part thereof.

### *Mutual Termination*

## This Agreement may be terminated at any time by the written agreement of the Parties.

### *Early Termination by One Party*

## This Agreement may be terminated at any time by either Party by providing written notice unless the events that cause the early termination by that party are deemed to be curable by that Party and become curable within 30 (thirty) days of such notice being given.

## In the event that the Agreement is terminated due to any of the Early Termination Events and given that Parties agree to bear their own costs and expenses for the preparation, signing and performance of the Agreement, (the “**Performance Tasks**”), neither Party shall claim against the other Party for any fees, costs, expenses, damages, or liabilities, caused by such termination with respect to Performance Tasks only.

## Notwithstanding this Clause 9, all provisions of this Agreement other than Clause 3, Clause 4 and Clause 5shall survive the termination of this Agreement.

1. **Equitable Remedies**

Without prejudice to any other rights or remedies the Parties Agree that that damages would not be an adequate remedy for any breach of this Agreement and Parties shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement.

1. **Entire Agreement**

## This Agreement constitutes the entire agreement between the Parties in relation to the obligations of XXXX and FDT regarding the engagement of each Party’s Services as defined under Clause 4, XXXX Scope of Works, and Clause 5, FDT Scope of WORKS of this Agreement, whether expressed or implied otherwise.

1. **Amendments, Waivers and Consents and Remedies**

## No amendment of this Agreement shall be effective unless it is in writing and signed by, or on behalf of, each Party or its authorised Representative.

## A waiver of any right or remedy under this Agreement or by law, or any consent given under this Agreement, is only effective if given in writing by the waiving or consenting Party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the Party giving it from subsequently relying on the relevant provision.

## A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Agreement. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Agreement shall be effective unless it is in writing.

## The rights and remedies provided under this Agreement are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

1. **Severance**

If any provision (or part of a provision) of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Agreement.

1. **Assignment**

Neither Party may assign any of its rights under this Agreement or any document referred to in it unless prior written authorised consent is given by the other Party.

1. **Notices**

## Any notice required to be given or made by or pursuant to this Agreement shall be given or made in writing or sent by email and shall be served at the addresses appearing next to the names of the Parties in Clause 15.4 of this Agreement.

## Notices shall be deemed to have been received;

### If personally served, at the time of service;

### If mailed, on the third day after date of mailing; and

### If sent by email, on the day the same are dispatched.

## Either Party may change their address or email addresses by giving notice to that effect to the other party pursuant to the earlier provisions hereof.

## For the purpose of this Clause 15.4 the addresses and email addresses of the Parties are as follows:

### FDT at:

Level 22 Sheikh Mohammad Bin Rashid Boulevard Plaza Tower 1

Downtown Dubai

United Arab Emirates

Email: info@firstdeterrence.com

### XXXX at:

27 Gloucester Street, London WC1N 3AX

Email: WholesalePPEsuppliers@gmail.com

Attention: Farooq Yunis

## A notice or other communication given (as described in Clause 15.2) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

1. **Third Party Rights**

## Subject to Clause 10 and Clause 16, a Person who is not a Party to this Agreement has no right to enforce or enjoy the benefit of any term of this Agreement.

## Each Relevant Person may enjoy the benefit of the terms of Clause 10 subject to and in accordance with the provisions of this Clause 16.

## Notwithstanding any provisions of this Agreement, the Parties to this Agreement may terminate, rescind or vary this Agreement without the consent of any Person who is not a party to this Agreement.

1. **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 one agreement.

1. **Governing Law and Jurisdiction**

## This Agreement shall be governed by the laws of the United Arab Emirates as applicable in the Emirate of Dubai, and shall be subject to the exclusive jurisdiction of the Dubai Courts.

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

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| --- | --- |
| Signed by  for and on behalf of XXXX | .......................................  [Title] |
|  |  |
| Signed by Click or tap here to enter text.  for and on behalf of First Deterrence Trading LLC | .......................................  Click or tap here to enter text. |

**Annex 1: EPC, EPC+F, IOs & COs List**

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| **EPC, EPC+F, IOs & COs List** | **Reference (as applicable)** |
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Agreed:

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| Signed by  for and on behalf of XXXX | .......................................  [Title] |
|  |  |
| Signed by Click or tap here to enter text.  for and on behalf of First Deterrence Trading LLC | .......................................  Click or tap here to enter text. |