

# Consulting and service contract

Project name/YouTube-channel name stated on the One-Page Consulting and service contract

CBA GLOBAL FZE  
Dubai World Trade Centre  
One Central, The Offices 4, 8th floor  
Dubai, United Arab Emirates  
(herein known as "**CBA**")

and

Name {Name} One-Page Consulting and service contract  
Last Name {Last name} One-Page Consulting and service contract  
Business {Business Name} One-Page Consulting and service contract  
Address {Address} One-Page Consulting and service contract  
City {City} One-Page Consulting and service contract  
State {State} One-Page Consulting and service contract  
Zip Code {Zip Code} One-Page Consulting and service contract  
Country {Country} One-Page Consulting and service contract  
(herein known as "**The Customer**")

(herein referred to separately as "Party" and collectively referred to as "Parties")

has today entered into the following agreement on concept development, assistance with creation and ongoing operation, administration and delivery of content to the YouTube channel (hereinafter referred to as the "**Agreement**"):

## **1. Background and purpose of the agreement**

- 1.1.** CBA wants to assist the Customer with the development, creation and operation of a YouTube channel - "**The Channel**". The purpose is to create a solid revenue base over an initial period of 2 years, so that the Channel will generate revenue via YouTube's partner program or otherwise.
- 1.2.** The customer wishes to receive CBA's services as described above.
- 1.3.** The parties agree that it is a prerequisite for both the Customer and CBA that CBA is responsible for the ongoing operation and administration of the Channel, as CBA has the copyright in the rights to content - "**Content**" - which is posted on the Channel.

## **2. Definitions**

### **CBA**

Means CBA GLOBAL FZE  
Dubai World Trade Centre  
One Central, The Offices 4, 8th floor  
Dubai, United Arab Emirates

### **Content**

Means any content - regardless of form - that CBA delivers to the Channel, including but not limited to videos, texts, audio, other literary works, etc.

### **Profit**

Means the profit defined in section 4.4 after settlement of License Payment.

### **The channel**

Means the YouTube channel that CBA creates and manages on behalf of the customer and to which CBA delivers Content.

### **Customer**

Means Name, address, possible VAT-no. stated on the One-Page Consulting and service contract

### **The purchase price**

Means the purchase price defined in clause 4.1.

### **License payment**

Means the payment defined in clause 4.3 for the use of Content later than 2 years after the Start Date.

### **The balance**

Means the remaining amount of the Purchase Price defined in item 5.2 after deduction for the first 6 months' share of the total Purchase Price.

### **Service fee**

Means the fees defined in clause 4.2 for daily administration and operation of the Channel later than 2 years after the Start Date.

**Start date** Means the date specified in point 3.2.

**Services** Means the services specified in point 3.1.

1.

### 3. Subject matter and delivery of the agreement

3.1. CBA provides development of the concept for the Channel, creation of the Channel and ongoing administration of and delivery of Content on a minimum of 3 videos per week measured over 1 year, where services are provided to the Channel in the first 2 years after the Start Date - **"The Services"**.

At the end of the 2-year period, the Agreement will continue indefinitely until the Agreement is terminated with regard to the delivery of administration, operation and delivery of Content.

3.2. Delivery of the Service begins on the date on which full financing has been obtained for 100% of the channel's ideal shares and CBA notifies this to the owners of the Channel, including the Customer - the **"Start Date"**.

3.3. If 6 months elapse between the conclusion of the Agreement and up to the Start Date, the Customer and CBA may each withdraw from the Agreement without liability to each other. Upon such withdrawal, CBA will refund the Purchase Price to the Customer, however, minus an administration fee of 7% of the Purchase Price.

3.4. CBA performs all services under the Agreement as a self-employed person, and the Agreement does not create any employer-employee relationship between CBA and the Customer. The CBA itself pays taxes and other statutory fees, etc. on the remuneration that the Customer pays to CBA.

3.5. The customer bears any responsibility for reporting dividends, etc. from CBA or The Channel in accordance with the tax and duty rules that apply to the Customer. The CBA encourages the Customer to seek professional assistance in this regard.

3.6. The provisions of the Agreement apply in the following order;

1. Consultancy and service agreement
2. Terms and conditions for CBA GLOBAL FZE

### 4. Purchase Price, Service Fee, License Payment and Profit

4.1. For the Service, the Customer pays \$ 1.000 incl. VAT pr. ideal ownership share of the Channel of 1%. If the Customer wishes to acquire an ideal share of 10%, \$ 10.000 incl. VAT, for 50% \$ 50.000 incl. VAT etc. This payment is the **"Purchase price"**. The payment deadline for the Purchase Price is immediately upon conclusion of the Agreement.

The customer has chosen to acquire the following % parts as stated on the One-Page Consulting and service contract.

The purchase price is the following amount incl. VAT as stated on the One-Page Consulting and service contract

- 4.2. CBA is responsible for the day-to-day administration and operation of the Channel. For the first 2 years after the Start Date, no separate fee is calculated for this benefit. After the expiry of the first 2 years after the Start Date, this service is settled for the Channel in total with \$2.000 per month, and this is distributed proportionally to the Customer in accordance with the Customer's ideal ownership percentage of the Channel - the **"Service Fee"**.

The Customer's Service Fee amounts to incl. VAT pr. month after the first 2 years, as stated on the One-Page Consulting and service contract

- 4.3. CBA owns the copyright to Content. For utilization of Content and non-exclusive use rights for this after the expiry of the first 2 years from the Start Date, the Customer pays a license fee corresponding to 20% of the profit after operating costs for the Channel - **"License payment"**.

In periods after the first 2 years from the Start Date, where the Channel does not have a profit, the utilisation is free of charge. The channel's use of Content prior to the Start Date is free of charge. Customer's License Payment cannot be calculated in advance.

- 4.4. The operating profit less the License Payment constitutes the **"Profit"**. The Profit is distributed among the owners of the Channel, and the Customer receives a share of the Profit in proportion to the Customer's ideal ownership percentage of the Channel.

If there is a Profit, payment is made quarterly. (minimum payment of profit is \$100)

If there is a Profit prior to the Start Date, 100% of the Profit accrues to CBA.

- 4.5. For ongoing settlement of the Service Fee and calculation of operating costs for use in calculating License Payment, CBA prepares separate bookkeeping. The latest updated version of the posting is made available to the Customer upon request.

## 5. **Special right of withdrawal for consumers**

- 5.1. This section 5 only applies to the Customer if the Customer is a consumer in relation to CBA and the Agreement.

- 5.2. Consumer customers may withdraw from the Agreement with 1 month's notice until the end of a month, when 5 months have elapsed after the conclusion of the Agreement. The part of the Purchase Price that relates to the period from the earliest possible termination date to the expiry of the first 2 years is called the **"Remaining Amount"**.

It is a condition of resignation under this provision that the Customer relinquishes its entire ideal ownership interest in the Channel to a third party who joins the Agreement instead of the Customer. It is a condition for transfer of the Customer's ideal ownership shares in the Channel to a third party that a third party prior to the transfer to CBA guarantees payment of reimbursement to CBA of the compensation amount that CBA may be obliged to pay the Customer, cf. section 5.3.

As an alternative to transfer to a third party, the Customer may choose to give up its ideal ownership interest in the Channel by giving written notice to CBA, however with the restrictions that follow from section 5.4.

When the Customer withdraws from the Agreement in accordance with this provision, the Customer will in the future be exempted from the Service Fee and License Payment, and the Agreement will be considered terminated between the Customer and CBA.

Any matter concerning the Channel after the Customer's withdrawal pursuant to this provision is beyond the control of the Customer.

- 5.3.** CBA offers the following compensations to consumer customers who terminate the Agreement, regardless of whether the Customer's ideal ownership interest is given up or transferred to a third party.

However, the compensation is limited in amount to 35% of the amount that the person seeking compensation has paid to CBA during the 2 years preceding the time of compensation. A third party who acquires non-profit ownership shares from the Customer is thus not entitled to seek compensation in the event of resale, unless he or she has made payments to CBA himself.

**The channel generates profits after operating expenses at the time of termination**

**0 – 6 months**

The customer can not terminate within this period.

**7 – 12 months**

Customer receives 35 % of the balance returned.

**13 – 18 months**

Customer receives 25 % of the balance returned.

**19 – 24 months**

Customer receives 15 % of the balance returned.

**After 24 months**

Customer receives no compensation

**0 – 6 months**

The customer can not terminate within this period.

**7 – 12 months**

Customer receives 25 % of the balance returned.

**13 – 18 months**

Customer receives 15 % of the balance returned.

**19 – 24 months**

Customer receives 10 % of the balance returned.

**After 24 months**

Customer receives no compensation

**The channel does not generate a profit after operating expenses at the time of termination**

- 5.4.** When the Customer gives notice to CBA of termination of the Agreement, cf. section 5.2, CBA has until the end of the notice of termination to designate a third party as a possible buyer of the Customer's ideal ownership shares of the Channel. If the Customer cannot find another buyer himself, the Customer must relinquish his shares to the buyer designated by CBA. If neither the Customer nor CBA can appoint a Buyer, and if the Customer wishes to maintain his termination, the Buyer is entitled to give up his ideal ownership shares and receive compensation, cf. section 5.3.

## **6. Final provisions**

- 6.1.** Each Party incurs its own costs in connection with the conclusion of the Agreement, including costs for its own advisers.
- 6.2.** No part of the Agreement shall be construed as an attempt to circumvent mandatory legislation, and the Agreement shall be construed in a manner that does not constitute a breach of applicable mandatory law. If one or more provisions of the Agreement may be found ineffective, the Agreement must otherwise be maintained to the greatest possible extent, taking into account mandatory law.
- 6.3.** If CBA occasionally fails to enforce a right against the Customer, this shall not be construed as a termination of that right.

## **7. Jurisdiction**

- 7.1.** The agreement is subject to Danish law and Danish jurisdiction.
- 7.2.** Any dispute or claim that may arise in connection with the Agreement, including disputes concerning the Agreement's existence, breach, termination or invalidity thereof, may be brought by each Party before the ordinary Danish courts..
- 7.3.** Jurisdiction is the Court in Aalborg, unless the relevant law - in Danish law, the Code of Judicial Procedure - specifies another mandatory venue.

## **8. Appendixe**

Appendix 1: [CBA's terms Of Trade](#)

## **9. Signatures**

- 9.1.** The Agreement is signed by the Parties in two original copies, each of which shall receive one copy. If the Agreement is signed electronically, copies of each of the CBAs and the Customer must be considered as original copies.

Place, date and signature from CBA and the Customer can be found on the One-Page Consulting and service contract