



Agreement No

**for the providing of legal
consulting services**

February 25 /2021

Bangkok, Thailand

MR., a citizen of, National Identity Number, **15-04-1987** year of birth hereinafter referred to as the **"Customer"**, on the one side, and

Mr. LOKENDRA OLI acting on the basis of the Extract of state register, hereinafter referred to as the **"Consultant"** on the other side,

The Customer and the Consultant hereinafter referred to individually as a **"Party"** and collectively as the **"Parties"**, have concluded this Agreement (hereinafter referred to as - the **"Agreement"**) about the following:

Article 1. Subject of the Agreement

1.1. This Agreement envisages the provision by the Consultant to the Customer of the following duties of counseling and / or providing information and documents on employment abroad:

1.1.1. Information about vacancies, name and location of potential employers.

1.1.2. Providing information on matters relating to temporary visas for foreigners, explaining the rules and procedures of respective countries and the State of the employer or potential partner.

1.1.3. Help in the search customer the potential employer partner abroad.

1.1.4. Providing information and advice on the employment characteristics of the country, namely the major economic, political, social characteristics, national customs and norms of public life.

1.1.5. Information about the consular offices of respective country and public organizations in the country of the potential employer.

1.1.6. Consultants ensures free provision of information on potential new employer in the country of employment of the present Treaty obligations and undertake to provide free new employment contract in the event of a desire to change job placement workers abroad in the first agreed by the party's workplace.

Article 2. Rights and obligations of the Parties.

2.1. The Customer commits to:

2.1.1. Furnish the Consultant with all information and documents necessary for the proper performance of the Services as per article 2.6.

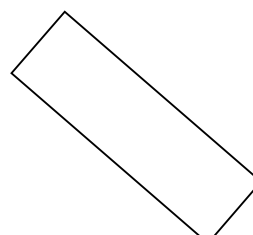
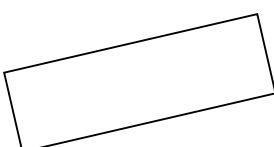
2.1.2. Pay for Services received in accordance with article 3 of this Agreement.

2.2. The Consultant commits to:

2.2.1. Provide consulting services in accordance with the respective country's legislation.

2.2.2. Provide the customer with all the documents in accordance with the respective country as per article 2.6.

2.3. Should any Party default on their obligations outlined in this Agreement then the other Party has the right to terminate the Agreement by sending written notification of said default and breach of the Agreement no later than 5 (five) calendar days before the termination date provided that conditions of clause 2.4 of this Agreement are fulfilled.



2.4. This Agreement may be terminated by the Customer at any time by sending written notification of its intention to terminate this Agreement with 15 (fifteen) calendar days written notice provided that the Customer has fully paid for the already performed by the Consultant services in accordance with the conditions of this Agreement.

2.5. The Customer and the Consultant can negotiate and agree upon the staffing.

2.6. The required documents to be provided by either party shall be as per the following table with total fee:

S.N	Country	Documents to be Provided by Customer	Documents to be provided by Consultant.	Process time	Total Fees structure
1.	Latvia	<ul style="list-style-type: none">• Copy of passport• Photo• CV, certificates, educational documents	<ul style="list-style-type: none">• Work permit, Work agreement• Letter of accommodation, Insurance• Guarantee letter, Visa Application Form• Embassy Appointment	20-30 Days	800 €

Article 3. Cost of Services and Terms of Payment

3.1. The cost of services of the Consultant is estimated to be equal to:

- For the Services indicated in clause 1.1. Of the Agreement hereof – is to be paid country wise as per article 2.6.

The cost of services of the Consultant, specified in clause hereto, is to be paid by the Customer in two steps;

Step 1: Customer sends the required documents with customer thereafter pays 50% of total fees as first installment to consultants as per article 2.6., and

Step 2: The consultant, then, provides scan copy of work visa related documents of respective country as per article 2.6. The customer, then, pays remaining 50% of total fees as second installment. The consultant, then, sends original work visa related documents via courier services.

3.2. Any additional expenses, which are paid by the Consultant regarding the provision of Services under this Agreement, post and delivery shipment, any other expenses, are not included to the cost of Services, stipulated in clause 3.1. And should be paid additionally by the Customer.

3.3. Invoice is due 3 (three) working days after they are issued and tendered to the Customer.

3.4. **OLI LOKENDRA** is the general tax payer and is not the payer of Value Added Tax, according to the Tax Code of respective country.

Article 4. Term of this contract

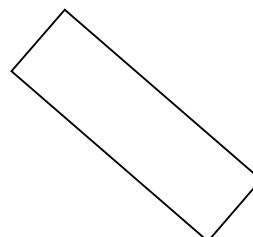
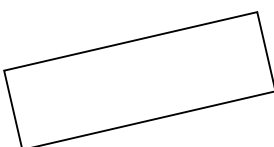
4.1. This Agreement comes into effect from **February 25, 2021** upon its signing by both Parties and is in effect till **February 24, 2022**.

Article 5. Obligations of both Parties and indemnification.

5.1. In case of violation by Parties their obligations under this Agreement, Parties take the responsibility, which is defined in this Agreement and effective legislation of respective country. Violation of obligations is not execution or not exact execution, execution with violating of terms, which are specified in their obligations.

5.2. The Consultant shall not be liable for default or delay in the performance of services stated in this Agreement should Customer default to fulfill the obligations in accordance with clause 2.1. of this Agreement

5.3. The Consultant shall not be liable for default or delay in the performance of services that arise from



an expansion of the scope and/or volume of this project beyond that outlined in the Agreement and subsequent additions of new services during the term of this project that were not identified originally in the Agreement by Customer. Any changes to the original list of services should be documented and agreed to by both Parties.

5.5. In the case that agreements and/or contracts are concluded between the Consultant and a party other than the Customer within the scope of this Agreement to meet the requirements of the Customer and/or to improve efficiency and quality of service and are only concluded based on the Customer's written permission, the Customer commits to fully reimburse Consultant's expenses incurred relating to such agreements and/or contracts within 3 (three) working days from the date of Consultant's written notification.

5.6. The liability of Consultant, relating to services provided in connection with the engagement set out in this Contract shall not exceed the amount paid to Consultant in respect to the specific services giving rise to the potential claim.

Article 6. Settlement of Disputes

6.1 Any dispute and/or controversy arising out of or relating to this Agreement, which cannot be solved by means of amicable negotiations between the Parties shall be subject to consideration and final settlement by the Economic court of Bangkok (Thailand) and/or Labor court of Thailand and/or respective employer's country court, guided by Economic procedural code of Thailand and/or Thailand and/or respective country court.

7.1 The Parties recognize that in course of fulfilling by them of their obligations under this Agreement each of them may receive and/or develop information, which is considered by the Party as confidential, and which will be disclosed to another Party (hereinafter referred to as the "**Confidential Information**").

7.2. The Consultant's written proposals may contain such confidential information in the form of approaches, techniques or other information proprietary to the Consultant. Proposals submitted by the Consultant to the Customer must contain explicit notices of their confidentiality nature. Without such notice, the Customer shall not treat the Consultant's proposals as confidential and shall not bear any confidentiality obligations.

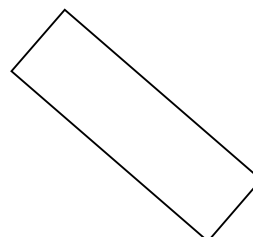
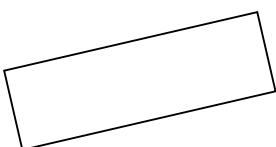
7.3. The Consultant must confirm that it is not currently engaged in any activities, which may infer or constitute a conflict of interest with the Customer's activities.

7.4. The consultant should maintain privacy of each document of clients sent by customer in process of processing them.

Article 8. Force Majeure

8.1 The Parties shall be freed from liability for full or partial failure to perform their duties hereunder if such failure is caused by events of Force Majeure, which occurred after execution of this Agreement and which could neither be foreseen nor prevented by reasonable efforts of the Parties.

8.2 The Force Majeure events shall include floods, fire, earthquake, other Acts of God as well as war, military hostilities, actions of state government authorities and any other events beyond the reasonable control of the Parties hereto, having a direct material adverse effect on the performance of the duties



hereunder, provided that such event has not arisen from a failure of either Party to comply with applicable normative acts, a failure of either Party to perform any obligations relating to any agreements entered into force between the Parties, a breach of a representation or warranty according to any agreements entered into force between the Parties.

8.3 Upon occurrence of Force Majeure events, the affected Party shall notify the other Party thereabout in writing within 7 (seven) calendar days.

8.4 The notice shall contain information regarding the nature of the events, when possible, evaluation of their effect on the capacity of the affected Party to perform its duties hereunder and the time period for performance of the duties.

8.5 Upon termination of the Force Majeure events, the affected Party shall promptly notify the other Party thereabout in writing. The notice shall state the time period within which the duties under this Agreement are planned to be performed.

8.6 In case the affected Party fails or delays to forward the notice, or the notice is not forwarded in due manner, the affected Party shall have no right to condition exemption from liability by such events.

8.7 In case of occurrence of Force Majeure events, the period for the Parties to perform their duties hereunder shall increase in proportion to the time period during which such events and their consequences are in effect.

8.8 When Force Majeure events and consequences thereof remain in effect for over twenty (20) consecutive days or when with occurrence of such events it becomes evident that such events and their consequences shall be in effect for over such time period, the Parties shall negotiate within the shortest possible time to find alternate ways acceptable to the Parties to perform this Agreement and to achieve appropriate agreement.

Article 9. Personal Data Protection

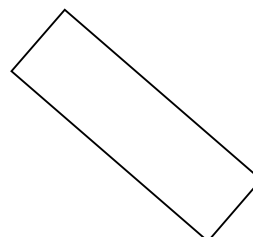
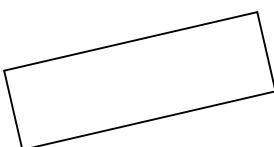
9.1 In connection with this Agreement and with the purpose of this Agreement the Consultant shall act as the Administrator of database (hereinafter referred to as the «Database») contained the Customer's staff personal data (hereinafter referred to as the "Personal Data").

9.2 The purpose of processing of Personal Data restricted by the purpose of this Agreement as indicated in Article 1 herein above.

9.3 The volume of processing of Personal Data to be carried out by the Consultant in connection to this Agreement includes the following actions:

- Collection of the Personal Data;
- Accumulation and storage of the Personal Data;
- Dissemination of the Personal Data;
- Destruction of the Personal Data.

9.4 The Consultant in connection to this Agreement shall ensure confidentiality and security of any and all the Customer's staff personal data obtained and used by him in connection with this Agreement, and ensure compliance with any and all respective provisions of the Law of Thailand and respective country "On Protection of Personal Data". The Consultant shall ensure compliance with provisions of this Clause of the Agreement by any and all of his staff, Consultants, sub-contractors and any and all persons in any



way connected to execution of this Agreement.

Article 10. Other clauses

10.1. This Agreement, together with all exhibits hereto, constitutes the complete understanding of the Parties, supersedes all prior written or oral negotiations and understandings between them, in respect of the subject matter contained herein.

10.2. Except as specifically agreed upon between the Parties, neither Party shall without prior written consent of the other Party, in any manner use the name of the other Party or act on behalf thereof.

10.3. The article headings contained herein are for convenience only and shall not affect the meaning or construction of any provision of this Agreement.

10.4. All notices, requests, demands or any other correspondence hereunder shall be in writing in English language and shall be given by personal service, by prepaid registered airmail or by telex or fax to the appropriate Party at its address.

10.5. Modifications, appendices and addenda to the Agreement shall be deemed valid and construed to be the integral part of the Agreement only if made in writing and signed by duly authorized representatives of the Parties.

10.6. The Parties hereto agree that, from time to time hereafter, upon request, each of them will without further consideration, sign, acknowledge and deliver such other documents as may be necessary or advisable to fulfill more effectively the terms and conditions of this Agreement.

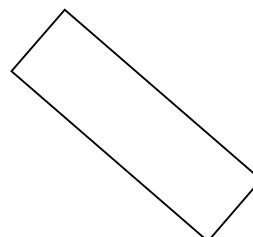
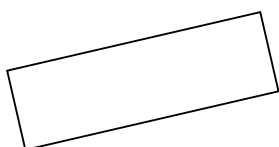
10.7. This Agreement is binding upon the Customer and Consultant and their respective successors and assignees. None of the Parties may delegate their duties and responsibilities without a prior written 30 (thirty) calendars days notice to the other Party and the prior authorization of the other Party.

10.8. If any provision of this Agreement is invalid, ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity or enforceability of any or all of the remaining provisions. The Parties agree that should any provision of this Agreement be invalid or unenforceable, they shall promptly enter into good faith negotiations to amend such provision in such a way that, as amended, it is valid and legal and to the maximum extent possible carries out the original intent of the Parties as to the issue in question.

10.9. The Parties fully appreciate and understand the complex legal and business environment in underdeveloped markets like Thailand and respective employer's country and that many projects (agreements) relating to Thailand's and respective employer's country jurisdiction are not fully implemented. As such, neither provisions of this Agreement nor any statements of the Consultant shall be construed as a promise or guarantee of the definite outcome of this Agreement Customer's matter nor. On the other hand, are Consultant's payment of fees for the rendered services, or the Customer's obligation to reimburse in full expenses relating to this Agreement to the Consultant for them in full are not, rendered in any way contingent upon the particular outcome under this Agreement of the Customer's matter.

10.10. This Agreement has been drawn up in 2 (two) original hard copies, in English having equal juridical.

10.11. The Parties confirm that this Agreement is in full compliance with requirements of clause 203 of



the Civil Code of Thailand and the Parties conform to all its requirements.

10.13. Limitation of action set-up by the law may not be reduced upon agreement reached by the Parties. The Parties will not prolong the limitation of action relating to the Agreement, nor apply part 1, clause 259 of the Civil Code of Thailand and related clause of respective country's Civil code.

10.14. The Parties confirm that they agree to the Agreement's major provisions (subject, fee and terms) according to the law requirements, as well as all provisions are documented in the Agreement.

Article 11. Money back guaranty

11.1. Consultant takes responsibility for execution of commitments that pointed out at «Article 1». Otherwise Consultant will provide 100% amount money back, paid by customer under this agreement, within 3 business days after execution of commitments deadline time is out according to this agreement at «Article 4»

11.2. In case of invalid and fake documents provided by either party of this agreement, the confronting party must pay back full 100% amount back to other party within 3 business days. The legal action also remains to the confronting party according to respective country's labor law and labor court.

Article 12. Addresses of Parties:

Consultant:

PRABESH GROUP CO., LTD.

Address: Narita Tower 7th floor, Popular Rd, Pak Kret District, Nonthaburi 11120, Bangkok, Thailand

Branch Office: 77 Itsaraphap Rd, Somdet Chao Phraya, Khlong San, Bangkok 10600

Tel. +66991472938

E-mail: info@prabeshgroup.com, Prabeshgroup@gmail.com

Web- Prabeshgroup.com/

Company code: 8-6933-05169-52-8

Customer:

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Tel., (FAX.....(M),

E-mail:

SIGNATURE OF PARTIES

Customer:

CEO/Managing Director:

[Signature]_____

Consultant:

Owner/Managing Director: Mr. Lokendra Oli

