

Agreement No.....

CONSULTANCY AGREEMENT

THIS AGREEMENT is made the day, month and year stated in **Section 1 of the First Schedule** hereof between the party whose name and description are as stated in **Section II of the First Schedule** hereof (hereinafter called “**the OWNER**”) of the one part and the party whose name and description are as stated in **Section III of the First Schedule** hereof (hereinafter called “**the CONSULTANT**”) of the other part and collectively referred to as **PARTIES**.

WHEREAS OWNER is in need of vehicle and advice to trade Foreign Exchange (FOREX) in international market to earn profits.

WHEREAS CONSULTANT is appointed by the PRINCIPAL a license FOREX trader as stated in **Section IV of the First Schedule** to assist OWNER to trade FOREX required by the OWNER and such services are needed on a limited basis;

NOW THEREFORE the PARTIES hereby agree as follows:

- 1) **Services to be provided by CONSULTANT.**
To provide investment and advisory on behalf of OWNER according to the PRINCIPAL trading of FOREX plan. FOREX traded by PRINCIPAL is traded in accordance with the current international market trading practices .
- 2) **Term.**
 - a) CONSULTANT shall commence providing services under this Agreement as of the date stated in **Section 1 of the First Schedule** for Six Hundred (600) days and will diligently perform as required and will terminate pursuant to **Clause 9** of this Agreement or automatically terminates pursuant to **Clause 3** of this Agreement.
 - b) The OWNER agrees that FOREX is traded by the PRINCIPAL and the Consultant is responsible for the collection of investment and shall than transmit to the PRINCIPAL account. OWNER agrees to trade for a minimum period of **Six Hundred (600) days** subject to the **Investment** invested by **OWNER** (hereinafter called the “**said Investment**”) as stated in **Section V of the First Schedule**
 - c) The OWNER agrees tha the CONSULTANT is merely an intermediary and lawfully appointed Agent in Malaysia to transmit the OWNER Investment to the PRINCIPAL and OWNER understands the risk of FOREX investment.
 - d) OWNER agrees that the CONSULTANT shall be not held liable for any losses suffered due to the PRINCIPAL trading in FOREX.
- 2) **FOREX Investment**
 - a) The OWNER agrees that the PRINCIPAL shall be entitled to deduct from the OWNERS Investment and profits for administrative charges. The agreed sum is as stated in **Section VI of the First Schedule** of the FOREX administrative and/or procedural fee(s) ;
 - b) The OWNER shall not withdraw before maturity of the **Six Hundred (600) days** from the date of this Agreement. The OWNER shall be penalized by the PRINCIPAL if breaches the terms of the FOREX investment . The PRINCIPAL shall be entitled to deduct a sum as stated in **Section VII of the First Schedule** as penalty fee(s) ;

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- c) The OWNER hereby confirms that he/she/they agree(s) that the exercise of withdrawal of the FOREX trading shall only be allowed during the expiry period of **Six Hundred (600) days** from the date of this Agreement ;
- d) In the event that there are losses caused by the PRINCIPAL on the said FOREX trading and it is no fault of the CONSULTANT the OWNER hereby agreed not to hold the CONSULTANT liable for any losses suffered or non-payment of agreed profits as the OWNER understands the risk involved in the FOREX trading which is done in Indonesia;

4) Compensation.

The OWNER hereby agrees to FOREX investment and compensation plan as laid out by the CONSULTANT on behalf of the PRINCIPAL as in **the Second Schedule** (hereinafter called “**the Investment And Compensation Plan**”)

5) Independent CONSULTANT.

CONSULTANT services are to be performed under the general direction of the OWNER and PRINCIPAL. CONSULTANT shall determine, in its sole discretion, the manner and means by which the services are lawfully accomplished. CONSULTANT represents it maintains an independent business, and has the right, within provisions herein, to provide services to multiple clients at times determined by CONSULTANT.

6) Relationship of PARTIES.

It is understood by the PARTIES that CONSULTANT is an Independent Advisor with respect to OWNER, and not an employee of OWNER or PRINCIPAL.

7) Indemnity.

a) OWNER hereby indemnifies and hold harmless CONSULTANT from any claims, demands, damages (including punitive and compensatory), injuries, death, actions, costs and expenses (including attorneys fees and expenses at all levels of litigation), losses and liabilities of whatsoever nature. The OWNER agrees that CONSULTANT is acting on the instructions of the OWNER and PRINCIPAL in the FOREX trading by the PRINCIPAL.

b) It is also Including liabilities to third parties, and other consequences of any sort arising out of OWNER negligent use of CONSULTANT advice, written materials or other services provided to OWNER and/or OWNER intentional misuse of such advice , materials or other services [without CONSULTANT prior written approval]and OWNER failure to disclose all facts pertaining to a matter on which CONSULTANT has been requested to render assistance or if any representation made by OWNER is untrue in any material respect.

8) Confidential Information.

The CONSULTANT agrees that any information received by the CONSULTANT during any furtherance of the CONSULTANT 's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the OWNER will be treated by the CONSULTANT in full confidence and will not be revealed to any other persons, firm or organizations.

9) Termination.

The PARTIES may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date termination. Written notice by the PARTIES shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the other PARTY pursuant to Clause 14 of this Agreement.

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10) **Entire Agreement/Amendment.**

This AGREEMENT and any exhibits attached hereto constitute to entire agreement among the PARTIES to it and supersede any prior or contemporaneous understanding agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both PARTIES to this Agreement.

11) **Severability.**

If any terms, conditions or provisions of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and affect, and shall not be affected, impaired or invalidated in any way.

12) **Governing Law.**

The term and conditions of this Agreement shall be governed by the laws of MALAYSIA.

13) **Miscellaneous**

a) Both parties hereto warrant that they have full knowledge and acquiescence to the term and conditions herein upon the execution of this Agreement.

b) Time wherever and whenever mentioned in this Agreement shall in all respect be of the essence.

c) The First Schedule and Second Schedule hereto shall be taken read and construed as an essential part of this Agreement.

d) In this Agreement unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided :-

i. word importing the masculine gender only shall include the feminine gender and neuter gender ;

ii. words in the similar number only shall include the plural number and vice versa ;

iii. words applicable to natural persons only shall include any body of persons, firm or partnership, corporate or incorporate ;

iv. where there are two or more persons or parties include or comprised in the expression the Vendor or the Purchaser any agreement covenants terms stipulation and undertaking expressed to be made by or binding upon such persons or parties shall be deemed to be made by or binding upon such person or parties jointly or severally.

e) This Agreement shall be binding on the personal representative, heirs, successors-in-title and assigns of the respective parties hereto.

14) **Notice.**

All noticed or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by POS Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or mailed. The address to which notices or demands may be given by either party may be changed by written notice in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the PARTIES are as stated above.

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15) **ACKNOWLEDGEMENT.**

OWNER Acknowledges and Agrees that CONSULTANT is not engaged in the practice of law or the provision of legal services and OWNER alone is completely and independently responsible for its own legal rights and obligations.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement the day, month and year set out in Section I of the First Schedule hereof.

Signed by)
the **OWNER**)
in the presence of :) **Name :**
Nric No :

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Name :
Nric No. :

Signed by)
the **CONSULTANT**)
in the presence of :) **Name :**
Nric No :

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Name :
Nric No :