

ADVISORY CONTRACT

finally to in/.....

Between of the:

Business consulting economics
Ambassador Investment Allocation S.A./UAB

.....

.....

(the Office)

and the

.....

.....

.....

.....

.....

in the following "client" mentioned.

CONSIDERING ITS THAT:

the client with it in agreement explains itself, the Office to its economic adviser on the conditions in requirement, specified down, to take AS WELL AS THAT the Office one as the international network Ambassador Investment Captive Inc., belonging company, this is gladly supported on the conditions specified down the economic activity exercised by the client,

THE FOLLOWING WAS AGREED UPON:

§ 1 contractual item

The subject of the available contract is international bringing in the consultation by the "Kanzlei Ulf Brosowski" and their partners worldwide.

In point of the project shrimps-plant

- proof of company structure
- proof of the own finance model
- technical and financial Due Diligence

§ 2 qualification of the "Ambassador Investment Allocation"

2.1. The Office explains that all act actions and legal transactions, which belong to the range of the services resulting from the present Treaty with largest care as well as after best knowledge and certain, are exercised.

2.2. The Office may give the contribution of services in order, in particular to the international partner structure of the Office belonging enterprises.

§ 3 mode of the placing of order

the Contracting Parties decide that the client will give its orders as follows, if the parties do not agree upon other mode for the respective order:

- 3.1. Each individual service is furnished on express desire of the client.
- 3.2. The orders can be only given by the persons authorized to the agency of the client or other persons, who have a written authority for completion of the order.
- 3.3. The orders are given as follows:
 - in writing with signature of the proxy's person (by post office or by fax)
 - by E-Mail
 - verbally during the direct meetings with the client (taken up with the dictating machine).
- 3.4. As well as the order is to cover a re-capitulatory description of circumstances, an inquiry or a problem, the subject of the order is the expected duration of the job execution. The order should all the client available and documents connected with the order be added.
- 3.5. The order becomes of the "Ambassador Investment Allocation" confirm.
- 3.6. The Office can make the order completion dependent on the previous pre-payment which can be carried out from the client to on the remuneration, which may not exceed however 50 % of the prospective remuneration, as well as on the pre-payment on different costs, e.g. notary's office or court fees, whose height of the Office is to be specified.

§ 4 remuneration of "Ambassador Investment Allocation"

- 4.1. The remuneration of the Office and their partners is computed due to the actual time spent by the co-workers as well as the appropriate on the day of the placing of order valid hourly rates, which are computed within the European Union in EURO or CHF and outside of the euro zone in USD or AUD.
- 4.2. The hourly rates documented in the enclosed honorarium code of the Kanzlei Ulf Brosowski, exactly and lie at present between EUR 150,- up to 300,- / hour via begun.
- 4.3. The Office is to be changed entitled the hourly rates of individual co-workers.
- 4.4. The Office will inform the client on its desire about the valid in each case hourly rate of the individual co-workers and partners.
- 4.5. The Contracting Parties can specify the remuneration in special cases overall (order budget), before with the job execution one begins.
- 4.6. Except the remuneration computed due to the hourly rates the client is committed to settle all costs which stand with the order in the connection and are carried of the Office and their partners, e.g. to court and notary fees, costs of sworn in translations, travels of co-workers of the Office and their partners as well as their overnight accommodation and food supply, if journeys are necessary regarding the job execution in and outside of Europe.
- 4.7. The costs as per § 4 exp. 6 are included against proof of the remuneration of the Office.

§ 5 payment of the remuneration

- 5.1. VAT - facture or calculations are issued for in the respective month the furnished services.
- 5.2. The client is obligated to settle the remuneration as per § 4 within 14 days after the calculation feed to the address specified by it in the available contract. The compensation sum the value added tax (value added tax, VAT - tax) is included in accordance with the valid regulations.
- 5.3. The remuneration is paid by a bank credit transfer on in the VAT - invoice or the calculation bank account specified of the Office.
- 5.4. As payment the day is considered, on which the whole amount proven in the calculation is credited to the bank account by the Office.
- 5.5. The person responsible on the part of the client for all affairs which are connected with the remuneration payment is:
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.....
.....
Telephone:
Fax:
E-Mail:
- 5.6. With a delay of the remuneration payment of over 30 days the "Ambassador Investment Allocation" the right to refuse the acceptance from new orders to or to limit the work on the current orders, until the client submits the confirmation for the payment of the overdue amount.
- 5.7. With delay of the remuneration payments of over 30 days the "Ambassador Investment Allocation" entitled to compute the legal interests on this overdue amount.

§ 6 privacy

- 6.1. The Contracting Parties commit themselves to keep all secret in the context of cooperation to the knowledge arrived information, which concerns the client.
- 6.2. It is permissible to transmit the necessary information at enterprises as per § 2 exp. 2 provided that these commit themselves to the privacy.

§ 7 addresses of the Contracting Parties

The correspondence of the Contracting Parties, under it also the orders, are addressed to those addresses in the following specified:

Ambassador Investment Allocation S.A. /UAB

Client:
Name/company:
.....
Address:
.....
E-Mail:

The Contracting Parties commit themselves to inform mutually about changes of the data mentioned immediately. All explanations, which were addressed to the latter address or to the latter fax number, apply on set.

§ 8 currency of the contract

- 8.1. The available contract enters into force for the moment is signing by both Contracting Parties and runs on unlimited time.
- 8.2. The available contract can be quit by each of the parties under adherence to a term of notice of one month in writing.

§ 9 valid right and settlement of disputes

- 9.1. The Contracting Parties agree upon that the available contract, as well as all; disputes resulting from the present treaty are subject to the Luxemburg right.
- 9.2. The Contracting Parties will aim at in a friendly way to settle all disputes resulting from the present Treaty by common negotiations. If the amicable settlement of the disputes should be impossible, then these disputes are delivered by the responsible district court.

§ 10 TERMS AND CONDITIONS

- 10.1. The terms and conditions of business on which we accept Your Application:
 - 10.1.1 Are contained in this Document and the attached Dictionary of Defined Expressions;
 - 10.1.2 Override, supersede and replace any prior statements, understandings, representations, assurances, promises, undertakings or warranties which are not expressly contained in this Document;
 - 10.1.3 Are capable of alteration by mutual agreement subject to such alteration being recorded in writing and signed by us and you;
 - 10.1.4 If countermanded by Our Representative, entitle us to cease performing Our Obligations.
- 10.2. We reserve the right in our sole discretion:
 - 10.2.1 To commence the Analysis when we determine that you have provided us with the Materials;
 - 10.2.2 To suspend, discontinue or abandon the Analysis –
 - 10.2.2.1 if We determine that the Materials are flawed, insufficient or in any way lacking in substance or integrity;
 - 10.2.2.2 if We exercise our rights under Clause 2.8 or 2.9 below;

- 10.2.2.3 if for reasons entirely outside our control, such as acts of God, we are prevented from commencing or carrying out or completing Analysis;
 - 10.2.3 to restructure the Material for the better implementation of the Analysis;
 - 10.2.4 to call for the provision of Data;
 - 10.2.5 at Your cost to retain Third Parties;
 - 10.2.6 to commence the Analysis only after the Cost has been credited/paid into the Account;
 - 10.2.7 to require payment of additional fees if for reasons entirely outside Our control the pre-assessed or represented time framework for commencement, execution or completion of the Analysis is considered by Us to require adjustment;
 - 10.2.8 to suspend or discontinue the Analysis if at any time You fail to pay when requested, additional fees or Third Party costs;
 - 10.2.9 to extend stipulated dates (if any) for completion of the Analysis if You are in breach of Your Obligations including, without limiting the generality of the expression, the obligation to provide Material and Data;
 - 10.2.10 to accept or reject the manner in which you elect to pay the Cost, the additional fees or Third Party costs if such payment is made in any other way except as prescribed by Clause 3.1.
- 10.3. The Cost:
- 10.3.1 is payable –
 - 10.3.1.1 without deduction, by direct credit into the Account;
 - 10.3.1.2 simultaneously with the submission of the signed Application;
 - 10.3.2 does not include Third Party costs or additional fees;
 - 10.3.3 is subject to alteration because Our pre-estimation of the Cost is rendered inaccurate by reason of circumstances entirely outside Our control;
- 10.4. If the Cost or Third Party costs or the additional fees are not paid in accordance with this Document, We reserve the right and are entitled to:
- 10.4.1 claim interest calculated on a daily basis in respect of all unpaid amounts at the rate of eight per centum (5%) per annum;
 - 10.4.2 capitalise unpaid interest;
 - 10.4.3 capitalise any costs and expenses We may incur in enforcing Our rights under this Document including the right to be paid in accordance with the provisions of this Document;
 - 10.4.4 postpone, suspend or discontinue the performance of Our Obligations pending the compliance by the Applicant with its financial Obligations to Us;
 - 10.4.5 to extend the time framework (if any) specified for the performance of Our Obligations by reference to the delay occasioned by reason of the Applicant's failure to perform its financial Obligations to Us;
- 10.5. We may terminate this Agreement if the Applicant –
- 10.5.1 fails to comply with the additional or extended period of time granted to it for the performance of its financial Obligations to Us;
 - 10.5.2 if the performance of Our Obligations is delayed or in any way prejudiced by the Applicant's action or failure to act;

- 10.5.3 if in the course of the performance of Our Obligations we become aware of information or form the opinion (acting reasonably) that the Applicant's integrity is questionable;
- 10.5.4 if the extended time framework for performance of Our Obligations resulting from the Applicant's failure to perform its Obligations exceed fifty percent (50%) of the pre-estimated, agreed or specified time framework;
- 10.6. We will terminate this Agreement if an Insolvency Event occurs in respect of the Applicant.
- 10.7. You agree that:
- 10.7.1 the outcome of the Analysis is fundamentally governed/shaped by the Materials and Data as submitted by You and by Your Representatives;
- 10.7.2 We may with Your knowledge and consent restructure the Materials and/or Data if in Our opinion such restructure is necessary to optimise the likelihood of a Determination;
- 10.7.3 Unless You have asked for and received our prior written consent, You must not in any way use, disseminate, reproduce or allow to be used, disseminated or reproduced, Our Work Product.
- 10.7.4 If You use or allow to be used Our Work Product in breach of Clause 7.3 then You further agree that a fair and reasonable pre-estimation of Our loss and damage in such circumstance is 1.5% to 5 % of the amount of capital required to establish the on-balance sheet recorded Capital Fund All in Insurance Guarantee;
- 10.7.5 Pending payment of the Cost and additional fees (if any) and Third Party costs (if any), We have and may exercise a lien over and in respect of the Materials, Data and Work Product.
- 10.8. Notification of an error or a mistake in the Analysis or the Determination must be communicated to Us by registered mail to be received by Us within five (5) Business Days after the Analysis and/or Determination have been communicated by Us to You.
- 10.9. If We determine that the notification provided under Clause 8 is a warranted notification, We, in Our sole discretion, may elect to –
- 10.9.1 Refund to You the Cost or part thereof;
- 10.9.2 At Our expense in all respects, take all steps reasonably required to rectify the acknowledged error or mistake and present to You, the revised Analysis or Determination, as the case may be.
- 10.10. A party:
- 10.10.1 May not, either during the term of this Agreement or at any time afterwards, disclose or cause or permit to be disclosed any of the Confidential Information to any person, except with the prior written consent of the other party;
- 10.10.2 Must not use any of the Confidential Information except in the proper performance of this Agreement.

- 10.1.1. This Agreement is governed by the laws of the Principality of Luxemburg and the Parties irrevocably submit to the exclusive jurisdiction of the Courts of Luxemburg / Luxemburg.
- 10.1.2. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall not affect any other provisions of this Agreement.

§ 11 final clauses

- 11.1. The available contract was made in two equal copies, per a copy for the respective party.
- 11.2. If the contract in two languages should be executed, the Contracting Parties receive additionally one copy each in English or in German language, which is alike with the original version. During the interpretation of the clauses of a contract the original version is determining.
- 11.3. The persons, who sign to the available contract in the name and to favour of the Contracting Parties, explain that they are entitled to the delivery of declarations of intention and for entering obligations in their name.
- 11.4. The person, who locks the contract in the name of the client and to it is not entitled, commits itself, all in the name and on calculation of the client received obligations as well as a possible damage of the "Ambassador Investment Allocation" and their partners personally directly liable to cover.
- 11.5. On all affairs not regulated in the present Treaty find the regulations, in particular the regulations to Luxemburg civil law book to the management of affairs contracts application.

Signed to

_____ name of the client

_____ in the name of the Office,

Information questionnaire of the client

Address:

name of the society:

Tax identification number:

Road:
 Postal zip code:
 City:
 District:
 State:
 Telephone:
 Fax:
 E-Mail:
 Web page: WWW.....
 Data for invoicing, if they differ from above mentioned:
 Person:
 Tax number:
 Road:
 Postal zip code:
 City:
 District:
 State:
 Present chartered accountant:
 Entwinement:
 Name of the parent company:
 Original signature:

Agency elbow in the client order
 of the persons entitled to the delivery of declarations of intention in the name and to
 favour of the
 society..... entitled persons as well as the others to the placing of order!

1.Telephone:
 Fax:
 E-Mail:
 Original signature of the authorized person:
 2.Telephone:
 Fax:
 E-Mail:
 Original signature of the authorized person:
 3.Telephone:
 Fax:
 E-Mail:
 Original signature of the authorized person:

 (Client)

 (Ambassador Investment Allocation)

To Witness
