

Memorandum of Understanding (MOU) for Consulting Services

THIS MOU is made on _____ August 2020 (the "MOU") and will be applicable for the period starting w.e.f _____ ("Effective Date");

BY AND BETWEEN

_____ (hereinafter referred to as the "Client")
having its principal place of business at

AND

OneSource Pakistan (Pvt) Limited ("OSP"), having its principal place of business at 11-FaneRoad, The Mall, Lahore (hereinafter referred to as the "Management Consultant/Advisor").

WHEREAS

The Client desires to engage the Management Consultant to provide the Corporate Advisory Services for its business, and ;

The Management Consultant has agreed to provide the Corporate Advisory Services to the Client in accordance with the terms and subject to the conditions set out hereunder.

NOW THEREFORE, in the premises, and in consideration of the mutual convenience and promises of the Parties, it is hereby agreed as follows:

In consideration of Client retaining OSP to perform support services for Client as a Management Consultant, it is further agreed as follows:

1. General Scope of Services offered by OSP:

List / Scope of services offered by OSP is attached as Appendix .

2. Compensation and Terms:

Client hereby retains Management Consultant, and Management Consultant hereby agrees to perform the services as would be specifically assigned by Client from the list / General Scope of Services (Appendix) after mutual consultation. The instant MOU is in respect of consulting services of Management Consultant as and when required by Client, through the period up to _____ August, 2021(extendable by mutual consultation). Management Consultant will at various times perform services at Client's headquarters, at other Client facilities, or at Management Consultant facilities, as and when required by Client. Management Consultant will perform the services at various times and for various durations as and when required by Client.

The following fee structure shall apply:

The fee will vary depending on the nature of the task assigned by Client and is agreed after mutual consultation, specific to any task / assignment to be notified/signed separately as an Agreement/**Addendum** /No & date and made part of this MOU for Consulting Services.

Out of pocket expenses relating to travelling, boarding, and lodging, conveyance and other expenditures with backup documentation shall be borne by the Client who shall reimburse the same on claim by the Management Consultant. Likewise, all fees, duties, taxes and other charges relating to the statutory filing and compliance shall be borne and paid by the Client. All such expenses and all travel plans must be approved in advance by Client.

Management Consultant shall provide [detailed invoices](#) and shall maintain and provide, upon request, backup documentation for a period of one year from the date of the respective invoices. The Management Consultant shall claim bills through raising Invoice and issue receipt against every payment. Client shall make [full payment](#) for services within thirty days of invoice. If Management Consultant brings a legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including Attorney's fees.

Any material deviation from the scope of work or substantial increase in the quantum of work shall be resulting into a new fee structure, which shall be settled mutually. Similarly, the fees for any additional professional services not listed in the scope of work shall be settled mutually on case-to-case basis.

3. CLIENT RESPONSIBILITIES:

To provide all the requisite details, corporate records, and other inputs.

3.1: To provide make available all the required corporate record for discharging his duties.

3.2: To provide any other information required to carry out the assignment conveniently.

4. SECURITY AND RIGHTS:

The Client record and information are hereby declared to be confidential information and the Advisor is prohibited from using the same or from disclosing or publishing the data in full or partially for any purpose whatsoever (except to the participating banks and utility companies) without the express permission of the Client.

5. TERMS OF TERMINATION:

5.1: This MOU shall be for a period of one (01) year commencing from the effective date stated herein above i.e. from August ____, 2020 till August 31, 2021 ,unless revoked formally in writing, renewal be on terms and period through mutual agreement.

5.2 Either party has the right to cancel this MOU with one-month notice. However, if the Client serves the notice, the MOU will be cancelled once the Management Consultant is paid in full for any pending remuneration first.

6. Warranties by OSP (Management Consultant):

Management Consultant represents and warrants to Client that it has the experience and ability to perform the services required by this MOU; that it will perform said services in a [professional](#), competent, and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this MOU shall not infringe upon or violate the rights of any third party or violate any federal, provincial and municipal laws. Client shall provide requisite training for additional products or services required by this MOU which are not within Management Consultant area of expertise.

7. Independent Contractor:

Management Consultant acknowledges that the services rendered under this MOU shall be solely [as an independent contractor](#). Management Consultant shall not enter into any contract or commitment on behalf of Client. Management Consultant further acknowledges that it is not considered an affiliate or subsidiary of Client, and is not entitled to any Client employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

8. Confidentiality:

Management Consultant recognizes and acknowledges that this MOU creates a [confidential relationship](#) between Management Consultant and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information." Management Consultant agrees to follow Client information security procedures and otherwise take all reasonable precautions for the protection of Confidential Information unless otherwise allowed by Client.

9. Nondisclosure:

Management Consultant agrees that, except as directed by Client, it will not at any time during or after the term of this MOU disclose any Confidential Information to any person whatsoever and that upon the termination of this MOU it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client. Management Consultant further agrees to bind its employees and subcontractors to the terms and conditions of this MOU.

10. Grant:

Management Consultant agrees that its work product produced in the performance of this MOU shall remain the exclusive property of Client, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without Client's prior written consent. Any rights granted to Management Consultant under this MOU shall not affect Client's exclusive ownership of the work product.

11. Office Rules:

Management Consultant shall comply with all office rules and regulations, including security requirements, when on Client premises.

12. Conflict of Interest:

Management Consultant shall not offer or give a gratuity of any type to any Client employee or agent.

13. APPLICABLE LAW AND ARBITRATION:

13.1: The laws of Pakistan shall govern this MOU.

13.2 In the event of any dispute arising under or in connection with this MOU, the same shall be referred to arbitration by a sole arbitrator in accordance with provisions of the Arbitration Act, 1940 and the rules made hereunder, for the time being in force. Arbitration shall take place at Islamabad.

14. Entire MOU and Notices:

This MOU contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this MOU shall be sufficient if it is in writing and if sent by certified or registered mail. Any notice required to be given in pursuance of this MOU, to either of the parties shall be deemed to be duly given to the addresses stated in this MOU.

15. LIABILITY

15.1: Management Consultant does not have an obligation to verify or check the accuracy of any information the Client provides to the Management Consultant.

15.2: If, in the course of providing services to the Client, a need arises to use the professional assistance of experts, consultants, specialists, etc., of other fields who do not work for the Management Consultant, then the services provider shall not be held liable for the accuracy of the analyses, opinions, explanations or other information provided by such external specialists.

15.3: Management Consultant shall not be held liable for negative consequences caused by incorrect information received from the Client or by a lack of necessary instructions.

15.4 The Parties shall be liable for a breach of their obligations under the Client Contract and for any damage caused in the provision of services only in the case of gross negligence or intent.

16. MISCELLANEOUS

This MOU represents the entire MOU between the Client and the Management Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. Mr. _____, shall be the focal from Management side while Mr - _____ shall be the focal from client side.

IN WITNESS WHEREOF,

Client and OSP (Management Consultant) have duly executed this MOU as of the day and year first above written.

One Source Pakistan Pvt Ltd/OSP

Client Company, Inc.

By:

By:

Name: .

Name:

Title: .

Title:

Date: .

Date:

APPENDIX

GENERAL SCOPE OF SERVICES BY OSP

Following services are offered for consideration by client companies .

- Designing strategy, developing business, simplifying processes and bringing new technologies inside Client company.
- Work on ideas, plans and objectives for enhancement of business and constantly strive to provide solutions.
- Help and advise as a trusted advisor on navigating challenging and complex corporate needs and utilize its network on the ground to obtain high value and dependable information in the most opaque manner in the areas including PR & Corporate Affairs, Government Relations, Media Relations & Training, Corporate Social Responsibility (CSR), Taxation Planning & Litigation(Direct & Indirect Taxes), Issue Management, Corporate Communications, Investigations, Market Entry Support & Advising Services, Sourcing/Outsourcing.
- Facilitate in cases of Trade Remedial Laws, Dispute Resolution/Arbitration/Liquidation, Telecommunication Laws, Revival of sick industry, tariff protection and improving domestic and international competitiveness, Issues pertaining to bank defaults resulting from bad government decisions and poor governance, Issues pertaining to Benami Act 2017 and Anti-Money Laundering Laws, Issues regarding NAB & Accountability Courts, Issues pertaining to Free Trade Agreement (FTAs), Trade and industrial issues pertaining to CPEC, Rationalization of import tariffs and fiscal structure for inputs and out puts for industrial units in the CPEC industrial zones.
- Provide assistance in Strategic Advisory Services, HR Training & Development, Business matchmaking/Mergers/ Equity Investment, Preparation of Contract Bidding Documents/ Filing/Contract Winning/ Execution, Exploring Business Opportunities, Project Preparation/Execution/Evaluation, Negotiations/Follow up as a Representative & Lobbyist Consultant Firm.