

## WASTE2ENERGYWORLD CONSULTING AGREEMENT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between Waste2EnergyWorld, a division of Caribex inc., a corporation organized under the laws of the State of Delaware, USA and having its principal place of business in Boca Raton Florida, (hereinafter referred to as the "Consultant") and (\_\_\_\_\_), a company incorporated under the laws of \_\_\_\_\_, having its registered place of business at \_\_\_\_\_ (hereinafter referred to as the "Client.").

**WHEREAS**, The Consultant is a company, which operates in the area of, waste gasification and delivers both feasibility studies and Business planning;

**WHEREAS**, the Client is desirous of obtaining a feasibility study focusing on the future construction and operation of a waste conversion to energy facility;

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, terms, and conditions set forth, the Consultant and Client agree as follows:

### ARTICLE 1 - Definitions

The following definitions shall be utilized in this Agreement:

- 1.1 "Feasibility Study;" shall mean a detailed report tailored to the needs, expectations and financial capabilities of the Client, referencing the design, construction and operation of a waste gasification facility capable of delivering various forms of energy to be specified and defined by the Client.
- 1.2 LOCATION; Shall mean a defined physical location for the construction of the waste gasification plant of sufficient size to meet the requirements as specified by the consultant.
- 1.3 "ENERGY" shall mean syngas, electric, bio-fuel or heat.
- 1.4 "FORCE MAJEURE;" shall have the meaning set forth in Article 11.1
- 1.5 "COMPENSATION;" shall have the meaning set forth in Article 6.1.

### ARTICLE 2 - RETAINER Appointment

- 2.1 The Client hereby appoints the Consultant to deliver the feasibility study as specified herein.
- 2.2 The Consultant shall not have the authority to sign contracts on behalf of Client or otherwise bind Client with respect to any contract for purchase or formal sales agreement.
- 2.3 Only the Client may enter into any binding financial agreements that shall be brought by the Consultant.
- 2.4 The Consultant hereby acknowledges the receipt of the retainer as specified herein

2.5 The Consultant agrees to initiate work on the study immediately the retainer is deposited in good funds into the consultant's accounts.

**ARTICLE 3 - Terms of Agreement.**

3.1 Subject to the provisions contained in Article 13, the term of this Agreement is for a period of One (1) year commencing on the date first written above and or on the completion and delivery of the report to the client. The term of this Agreement may be extended by written mutual agreement of the parties or earlier terminated as provided by Article 13 hereof.

**ARTICLE 4 - Duties and Obligations of Consultant .**

4.1 The Consultant shall take all necessary, reasonable and appropriate actions to travel to the location as specified by the Client to initiate work on the feasibility study. Consultant agrees to undertake the following specific responsibilities:

4.1.1 Consultant shall conduct its gathering of the required metrics (information relevant to the study) on behalf of the Client

4.1.2 Consultant shall meet with the various department heads and ministers as necessary in collecting the required data.

4.1.3 The Consultant shall observe all governmental laws, regulations, and requirements, applicable in its efforts to deliver an acceptable study.

4.1.4 For the purpose of its efforts on behalf of the Client under this Agreement (and only for this purpose), Consultant may provide various suppliers of the desired and recommended gasification and related equipment with information gathered during the investigation and writing of the study.

4.1.5 Consultant shall furnish to Client, on a regular basis, reports on the progress of the study.

4.1.6 Consultant shall perform its services in a professional, ethical and competent manner under this Agreement consistent with the best and highest standards of the industry with the objective of delivering a professional report that will be tailored to the specific needs, expectations and capabilities of the Client. The Consultant will endeavor to accomplish the aforesaid task within a period of 90 days (ninety) business days from the day the Consultant arrives on site as specified by the Client. The period of time shall be adjusted to reflect any Client holidays days that may occur during the project.

4.1.7 Consultant shall deliver to the Client one copy of the report in hard cover professionally bound along with a digital copy on CD. The study shall reflect all relevant information regarding a gasification plant. Such information shall be as specified herein in exhibit 1. The completed report shall be delivered in English language. The Client at Client's expense shall do any translations that may be required by the Client.

- 4.1.8 The Consultant shall deliver a copy of the completed study to any lenders and investors that are known to be interested in funding gasification facilities. No guarantee, whether implied or written, on the part of the Consultant regarding the Consultant's ability to supply funding for the construction of the gasification plant shall have any liability whatsoever for the Consultant. The Consultant holds out no guarantee to the Client of locating funding for the client's project.
- 4.1.9 The Consultant shall pay for all his travel, accommodations and other expenses of the first round trip from the gross funds paid as the retainer and as specified herein. The Consultant shall not expect nor ask for any additional payments from the Client based on a single round trip.
- 4.1.10 The lists of deliverables expressed in exhibit 1 herein which shall be part and parcel of this proposal enumerate the areas to be reflected in the study.

#### **ARTICLE 5 - Obligations of CLIENT**

- 5.1 Client shall make all reasonable efforts provide relevant information to Consultant in a timely manner.
- 5.2 The Client agrees to not make any contacts in the market place for any technology related to waste to energy and to allow any and all such contacts to be made solely by the Consultant.
- 5.3 The Client shall provide travel visas to the Consultants personnel as may be necessary.
- 5.4 The Client shall provide the Consultant with any required introductions and letters of authority that may reasonably be required by the Consultants to assist in their tasks hereunder.
- 5.5 The Client shall provide security for the Consultant's personnel as may be requested by the Consultant. Such security may include armed guards whenever they may be required.
- 5.6 The Client shall provide language interpreters as requested by the Consultant.
- 5.7 The Client agrees to provide one English-speaking liaison individual and a reliable, on site vehicle to assist the Consultant throughout the writing of the study.
- 5.8 The Client agrees to assist the Consultant in obtaining local accommodations at the Government rates. Also, the Client agrees to assist the Consultant in securing internet and local cell phone facilities for the Consultant's personnel.
- 5.9 The Client agrees to extend to the Consultant any reasonable assistance that may be required while the Consultant is engaged in the writing of the study hereunder. Such assistance shall include any required medical services in the event any of the Consultants personnel shall suffer any injury or illness while engaged on this project and within the geographical area specified by the Client.

**ARTICLE 6 - Compensation.**

- 6.1 The Client agrees to pay Consultant, as compensation for services rendered hereunder, a total payment of \$150,000 (One hundred and fifty thousand USD)
- 6.2 This payment shall be paid in whole upon the execution of this agreement and the parties understand and agree that no work by the Consultant shall commence until the funds have been received and cleared into the Consultants accounts.
- 6.3 The Client understands and agrees that, in the unlikely event that the Consultant, for reasons defined and specified herein under 11.4 (FORCE MAJEURE) and article 13 (EVENTS OF DEFAULT AND TERMINATION) is unable to complete and deliver the completed report, this agreement shall become null and void and no refunds shall be asked for or due from the Consultant to the Client.

**ARTICLE 7 - Relationship Between Consultant and Client.**

- 7.1 Except as otherwise provided herein, each party's relationship to the other party shall be that of an independent contractor retained by a client. Each party to this Agreement and any representative, employee, Consultant, subsidiary, director or officer of each party shall, in the performance of this Agreement, comply with all applicable laws and regulations and shall not employ for any consideration any government official or entity or make any payment to any third person without prior disclosure to the other party.

**ARTICLE 8 - Trademarks, Service Marks, and Trade Names.**

- 8.1 Neither Consultant nor CLIENT will publish or cause to be published any statement or encourage or approve any advertising or practice which might mislead or deceive any party or might be detrimental to the good name, trademarks, service marks, good will or reputation of Client and or Consultant.

**ARTICLE 9 - Representations and Warranties.**

- 9.1 Consultant and Client mutually warrant and represent that this Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation between the parties, enforceable in accordance with its terms.
- 9.2 The consultants hereby warrant that they are not benefiting from any commissions or connections to funding entities, manufacturers of any equipment or manufacturers of technology in connection with the report. Thus assuring a fully independent report.
- 9.3 The Consultant makes no guarantees whatsoever as regards the acceptance of the finalized study by any funding entities.

**ARTICLE 10 - Responsibility.**

- 10.1 It is understood that in connection with its performance under this Agreement, the Consultant is acting solely to deliver a totally independent and professional feasibility study according to the terms and conditions as reflected herein.
- 10.2 Client assumes no responsibility to effect and maintain any insurance coverage naming the Consultant as additional insured under any third party liability within the limits of applicable regulations and the Warsaw Convention.

**ARTICLE 11 - Force Majeure.**

- 11.1 It is agreed that Consultants and Clients performance under this Agreement will be suspended and/or terminated as a result, and for the duration, of a force majeure condition including, but not limited to; illness or injury of the Consultant's personnel such that they are unable to continue the project, acts of God, smog, fire, fog, flood, weather condition, explosion, earthquake, riots or civil commotion, strikes or labor disputes causing cessation, slow down or interruption of work, war or hazards or dangerous incident to a state of war, any act of government, government priority, regulation, refusal of permits, or any other act or matter whether or not of a similar nature beyond the reasonable control of Consultant or CLIENT ("FORCE MAJEURE"); provided however that nothing herein contained shall relieve any party of its obligation to pay monies due and owing hereunder to the other party for previous performance.
- 11.2 The party affected by the event of the FORCE MAJEURE shall immediately notify the other party of the beginning of the effect of the event of FORCE MAJEURE. The party affected by the event of force majeure shall immediately notify the other party of the end of the event of FORCE MAJEURE.

**ARTICLE 12 - Limitation of Liability.**

- 12.1 In no event shall either party be liable for any incidental, consequential, or other indirect damages, including, but not limited to, damages for any interruption of service or loss of business or anticipated profits resulting from, arising out of, or in connection with this Agreement and the provision of services hereunder, whether such damages are based on breach of warranty, breach of contract, negligence, strict liability in tort or under any other legal theory.

**ARTICLE 13 - Events of Default and Termination.**

- 13.1.0 The occurrence of any of the following events or conditions shall constitute an event of default ("Event of Default") and which shall be a material breach of this Agreement, whether voluntary or involuntary or whether effected or occurring or arising by operation of Law or pursuant to any judgment, decree or order of any court, or pursuant to any rule or regulation of any Governmental Entity or otherwise;

- 13.1.1 The failure of CLIENT to provide timely introductions to relevant and necessary personnel, ministers and managers as requested by the Consultant.
- 13.1.2 The misrepresentation by the Client or Clients personnel as regards the financial capabilities of the Client or the supplying to the Consultant of misleading or grossly inaccurate information by the Client.
- 13.1.3 Any failure of the Client to meet the stated Client responsibilities as per Article five (5) herein shall constitute valid reason for the Consultant to cancel the agreement placing the Client in default.
- 13.1.4 Any failure of the Consultant to meet the stated responsibilities as specified herein under Article four (4) shall constitute a valid default by the Consultant.
- 13.1.5 Any declaration of "default" by either party shall be delivered in writing to the defaulting party. The defaulting party shall have 72 (seventy-two) hours to remedy the default. Defaults sustained beyond that period shall constitute permanent breach of this agreement and the agreement shall be cancelled and declared null and void.

#### **ARTICLE 14 - Miscellaneous**

- 14.1 Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law, which renders any provisions hereof prohibited and unenforceable in any respect.
- 14.2 This Agreement represents the entire agreement of the parties hereto and thereto with respect to the matters covered hereunder and supersedes any and all prior understandings with respect thereto and any amendment to this Agreement shall only be valid if made in writing and signed by authorized representatives of the parties. This Agreement may not be amended, waived, or discharged except by written instrument signed by the party against whom the enforcement of the amendment, waiver, or discharge is sought.
- 14.3 This Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Florida, USA.
- 14.4 The headings of this Agreement are for convenience only and do not govern any of the terms of this Agreement.
- 14.5 This Agreement shall bind the parties and their successors and permitted assigns and shall only be for the benefit of Consultant and Client and their permitted successors and assigns. Nothing contained in this Agreement gives any third-party rights or benefits hereunder and the parties expressly disclaim any rights, benefits or obligations to any person not a party to this Agreement.

14.6 All notices, offers, acceptances, approvals, waivers, requests, demands, and other communications hereunder or under any instrument, certificate or other instrument delivered in connection with this Agreement shall be in writing, shall be addressed as provided below, and shall be delivered in person to a responsible officer of the party to whom the same is given or sent by facsimile, overnight courier, telex cable, or by certified mail (return receipt requested). Communication will be deemed received upon actual receipt.

14.7 All notices under this Agreement shall be sent as follows:

If to Consultant:

Waste2EnergyWorld.  
9173 Old Pine Road,  
Boca Raton, Florida 33428

If to Client:

**Address and names, etc.**

14.8 This Agreement may be executed by scanned document and or facsimile which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

Consultant

By: \_\_\_\_\_  
Robert Firth

Title: President

Date: \_\_\_\_\_

Client

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT FOR EXAMPLE ONLY

Exhibit 1 The Deliverables to be considered and presented in the completed study are as follows: (2 pages)

## Table of Contents

1. Cover Sheet
2. Executive Summary
3. Contacts Information
  - a. Owners / Directors
  - b. Municipalities
  - c. Governmental
  - d. General
4. Table of Contents
5. Introduction
6. Business drivers & Strategic Data
7. The Project
  - a. Project Description
  - b. Project Data & Scope
8. Technology
  - a. Technology within the industry
  - b. Technology Recommended
  - c. Reasons For Recommendation
  - d. Data & Backup of Technology
  - e. Strengths & Weaknesses
9. Market Environment
  - a. Demographics
    - i. Involvement & Players
  - b. Competition
    - i. Competition in General
    - ii. Direct Competition
10. The Industry
  - a. Industry in General
  - b. History of Industry
11. Business Model
12. Site Considerations
13. Legal Considerations
14. Marketing and Sales Strategy
15. Production/Operating Requirements
16. Personnel Requirements
  - a. Directors and Ownership
  - b. Management
  - c. Other Personnel
17. Intellectual Property
  - a. General
  - b. Owned
  - c. Licensed



- d. Proprietary
- 18. Regulations & Environmental Issues
- 19. Critical Risk Factors
- 20. Financial Projections & Financial Model
  - a. Notes on Cash Flow
  - b. Cash Flow Projections
  - c. Cash Flow Projections Summary
  - d. Break-even Analysis
  - e. Capital Requirements
  - f. Raise & Funding Strategy
- 21. Recommendations & Findings
- 22. Project Timeline & Schedule
- 23. Reporting Requirements
  - a. Report Frequency
  - b. Report Standards
  - c. Report Requirements
  - d. Report Format
  - e. Contractor Report Samples
- 24. Exit Strategy
- 25. Conclusions
- 26. Appendix

FOR SAMPLE ONLY