

# **CONSULTANCY AGREEMENT**

**DATED FEBRUARY 22, 2020**

**BY AND BETWEEN**

**CHINA TIANCHEN ENGINEERING CORPORATION**

**AND**

**TECHNEX LIMITED**

**THIS CONSULTANCY AGREEMENT** (the "**AGREEMENT**") dated as of **February 22, 2020** BY AND BETWEEN:

- (1) **CHINA TIANCHEN ENGINEERING CORPORATION**, a company duly incorporated under the laws of People's Republic of China represented herein by Mr. Zhao Minwei, in his capacity as Director of Overseas Business Department (hereinafter referred to as the "**Company**" or "**TCC**" )
- (2) **TECHNEX LIMITED**, a company registered in the Hong Kong with its registered office at 20th Floor, Central Tower, 28 Queen's Road, Central, Hong Kong represented herein by Mr. Igor Voronin, in his capacity as a Director (hereinafter referred to as the "**Consultant**")

(**Company** and **Consultant** are individually hereinafter referred to as a "Party" and collectively as the "Parties")

## **WHEREAS**

TCC is desirous to undertake the following Project:

"Development of Khrestyschenske GCF (gas and condensate field). New Construction of the LPG recovery plant on the Khrestyschenske booster gas compressor station. Turnkey works" in Krasnogradsky district, Kharkiv region, Ukraine (hereinafter referred to as the Project), The Customer is Joint Stock Company Ukrasvydobuvannya, 04053, Shevchenko district, Kyiv, Kudriavska str., 26/28. or any company which has intention to sign the EPC contract with TCC regarding the aforementioned Project,

And

Consultant would like to provide the consultancy service to the Company for promotion and securing the Project for the Company with its wide relationship in the field.

**ACCORDINGLY**, the Parties have agreed as follows:

## **1. Interpretation**

### **1.1 Definitions**

For the purposes of this Agreement and where the context does not otherwise require, the following terms shall have the following meanings:

"**Agreement**" has the meaning set out in the Preamble;

"**Confidential Information**" means all information which is used in or otherwise relates to either the Company or the Business or the Company's customers or other affairs including, without limitation, information relating to: (A) the Business as carried out by the Company including, without limitation, customer names and lists and other details of customers and the business and undertaking of such

13.9 Neither Party shall have the right to commence or maintain any legal proceedings concerning a Dispute relating to this Agreement until the Dispute has been resolved in accordance with this Clause and then only to enforce or execute the award under such procedure.

#### 14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of China.

#### 15. Counterparts

The present Agreement is made in English in two copies, each having equal legal force. Electronically signed documents (which scan copies sent by emails) have the same legal validity and have the same legal force as the original documents, to the moment when the Parties exchange the originals of documents.

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorised representatives as of the date first written above.

EXECUTED AND DELIVERED

for and on behalf of

**CHINA TIANCHEN ENGINEERING CORPORATION**

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Signature: \_\_\_\_\_

Name: Zhao Minwei

Title: Director of Overseas Business

Department



EXECUTED AND DELIVERED

for and on behalf of

**TECHNEX LIMITED**

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Signature: \_\_\_\_\_

Name: Igor Voronin

Title: Director

