

# Appointment

## Pastes-R-Us Consultants Inc for Enchanted Toothpaste Project

This <b>Appointment</b>	made on 30 February 2017
records <b>the Client</b>	Tooth Fairy Holdings Ltd (company no. 000003)
whose registered office and address for notices is	Enamel Castle, On a Cloud, SK17 BLU
and <b>the Consultant</b>	Pastes-r-us Consultants Inc (company number 97658765 )
whose registered office and address for notices is	8 Rheology Lane, Bristle B20 17AD
agreeing to work together on <b>the Project</b>	to scale up Enchanted Toothpaste production.
The Project's <b>key aim</b> is	to fill 1.2M 75ml tubes per year at target cost of FD\$0.3/tube.
and <b>the Client's expectations</b> are	that the Enchanted Toothpaste should have 90%+ of the magical properties provided in the sample. If our understanding of your Project is wrong or incomplete, please let us know immediately.
The Consultant will provide <b>the Services</b>	<ol style="list-style-type: none"> <li>1 Prepare feasibility report and initial risk register</li> <li>2 Produce optioneering report for 3 options with separate Process Flow Diagrams and comparative costings</li> <li>3 Produce tender specification for client-selected option, including: <ul style="list-style-type: none"> <li>▪ High Level Piping and Instrumentation Diagram</li> <li>▪ Indicative General Arrangement drawings demonstrating footprint requirements</li> <li>▪ Target Capex &amp; Opex values</li> <li>▪ Technical tender document requirements</li> </ul> </li> <li>4 5 days of tender support to produce scored technical tender evaluation report (max 5 compliant tender responses)</li> <li>5 Weekly progress teleconference, 3 site visits, attendance at tender meeting, max 5 interviews and 2 tender negotiation meetings.</li> </ol>
and will neither provide nor be responsible for	<ul style="list-style-type: none"> <li>▪ Any services, documents or deliverables not listed above</li> <li>▪ Any unintended consequences of fairy dust</li> </ul>
starting on	30 February 2018 and completing the Services by 30 June 2018.
<b>The Fees</b> for the <b>Services</b> are	FD\$1,000,000 exclusive of fairy tax at 13%.
The Consultant will invoice the Fees under this <b>Payment Schedule</b> (the due dates) which the Client will pay within 30 days of receipt:	<ol style="list-style-type: none"> <li>1 FD\$100,000 Mobilisation 14 days from contract</li> <li>2 FD\$200,000 Feasibility report 8 weeks after paying (1)</li> <li>3 FD\$200,000 Optioneering report 12 weeks after paying (2)</li> <li>4 FD\$300,000 Technical Tender specification 8 weeks after paying (3)</li> <li>5 FD\$200,000 Tender evaluation 2 weeks after tender interviews.</li> </ol>
The Client will pay interest	on overdue sums of 8% above the Bank of Fairyland base rate.
The Client may <b>cancel the Services</b> by	28 days' written notice after stage 2 (feasibility report)
provided the Client pays	FD\$1,000 to compensate the Consultant for its lost profit.
The Consultant's <b>total liability</b> for any claim is	5 x the fees paid by the Client, excluding claims for death or personal injury.

Thank you for asking Pastes-r-us Consultants Inc to assist you with your Project. Please sign this document to confirm your approval to the terms set out below and to your instruction for us to start providing the Services.

**The Consultant will:**

- provide the Services. The Consultant is not responsible for delays to the Services or the Project beyond its reasonable control or due to the Client's failure to provide instructions on time.
- use all the reasonable skill and care of an experienced magical process engineer so that the Services meet the Client's expectations.
- send invoices stating the sum it considers payable and its calculation.

**The Client will:**

- use reasonable skill and care in carrying out its obligations.
- pay the Fees within 30 days of receipt of correct Consultant invoices.
- at least 5 days before the final date, send a written pay-less notice to the Consultant if it intends to pay less than the invoiced amount. If the Client neither sends a pay-less notice nor pays in full, the Consultant may suspend carrying out any of the Services until paid in full, without being liable for costs and delays to the Project as a result of that suspension.

Copyright and all intellectual property rights in all documents, designs and information prepared by or for the Consultant for the Project belongs to the Consultant. The Consultant licenses the Client non-exclusively without royalties to use, copy and share those documents for all Project purposes except any repeat of the Project. The Consultant's liability is limited to the purposes for which those documents were originally prepared.

The parties will keep information relating to the Project, Client or Services confidential except where required by law, the Project or where publicly known.

The parties agree that the Services can only be decreased, extended or modified by written agreement detailing the changes to the Services, fees and time required.

If there is a serious breach of this appointment either party may end this agreement by giving 14 days' written notice to the other (or immediately for insolvency). After that period, the Consultant will not provide further services, and will invoice the Client for a reasonable proportion of the next instalment of the fees to cover all Services provided.

## Signed as a contract

Roberta Paste, Managing Director

As authorised signatory for the Consultant

Martin le Magic, Process Director

As authorised signatory for the Client