

This Agreement states the Terms and Conditions that govern the Contractual Agreement between **QUANTECH PACIFIC** having its principal place of business at PO Box 3188 Lami (the "Consultant"), and **LAUTOKA CITY COUNCIL** (the "Client"), Lautoka who agree to be bound by this Agreement.

WHEREAS, the Consultant offers consulting services in the field of Quantity Services for Olympic Pool Complex; and

WHEREAS, the Client desires to retain the services of the Consultant to render consulting services with regard to Quantity Surveying according to the terms and conditions herein and the proposal given (attached) by the Consultant

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. Term

This Agreement shall begin on 1st January 2018 and continue for Construction period (9 months) and the one month for maintenance period.

- a. Either Party may terminate this Agreement for a justifiable reason with seven days written notice to the other Party.

2. Consulting Services

The Consultant agrees that it shall provide its expertise to the Client for all things pertaining to Quantity Surveying Services (the "Consulting Services") for the above as per their proposal.

3. Compensation

In consideration for the Consulting Services, the Client shall pay the Consultant the fees of Forty Four Thousand Dollars plus VAT (\$44,000 + VAT) as per breakdown attached. The Consultant shall invoice the Client once every stage and monthly (whichever is applicable) and such invoices shall be due and payable within fourteen days of the Client's receipt of the invoice.

4. Intellectual Property Rights in Work Product

The Parties acknowledge and agree that the Client will hold all intellectual property rights in any work product resulting from the Consulting Services including, but not limited to, copyright and trademark rights. The Consultant agrees not to claim any such ownership in such work product's intellectual property at any time prior to or after the completion and delivery of such work product to the Client.

5. Confidentiality

The Consultant shall not disclose to any third party any details regarding the Client's business, including, without limitation any information regarding any of the Client's customer information, business plans, or price points (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client. This does not apply to the Ministry and the Financing Authority for the project

6. Noncompetition

During the term of this Agreement and for 6 months thereafter, the Consultant shall not engage, directly or indirectly, as an employee, officer, manager, partner, manager, consultant, agent, owner or in any other capacity, in any competition with the Client or any of its subsidiaries, including any company engaged in the above project.

7. Nonsolicitation of Customers

During the term of this Agreement and for 6 months thereafter, the Consultant will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's clients, prospects, employees or contractors.

8. Nonsolicitation of Employees

During the term of this Agreement and for 6 months thereafter, the Consultant will not, directly or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of the Company's employees, or contractors for work at another company.

9. Indemnification

The Client agrees to indemnify, defend, and protect the Consultant from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Consulting Services. Similarly the Consultant agrees to indemnify the Client on all law suits ensuring from the action of Consultant on this project.

10. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

11. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Fiji and subject to the exclusive jurisdiction of the federal and state courts located in Fiji

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

QUANTECH PACIFIC

Sefton Erasito 11/7/18
SEFTON ERASITO



(Stamp)

LAUTOKA CITY COUNCIL

.....
JONE NAKAUVADRA
CHIEF EXECUTIVE OFFICER

.....
PRAVIN LAL
FINANCE OFFICER

(Stamp)

Witness:
ASHOK BALGOVIND

Date: April, 2018