

Consultancy Contract Micro Fish Farm

Nr. 102/08/02/2017

Ended today, 08/02/2017, between:

1. S.c. Innovative Farm S.R.L., J12/1313/2013, CUI 31546216, located in Ghe. Dima nr. 22/25, the city of Cluj-Napoca, Cluj County, Romania, having a bank account opened at the Bank Transilvania, a branch of Zorilor, with IBAN RO24BTRLRONCRT0210800401, legally represented by Mr Daniel Dorin Tăbăcaru, as Manager, "the named Provider" și

2.

[Redacted area]

, as an Administrator, "called a Beneficiary." and have agreed as follows:

ART.1 - SUBJECT OF THE CONTRACT

- 1.1 The object of this contract is the delivery of a service for advice on understanding and a micro fish farms in recirculating system with a capacity of 34.368 liters of water.
- 1.2 Consulting service refers to providing a volume of information needed for understanding the operation of aquaculture systems in general and those in the particular case recirculante.
- 1.3 Consulting service refers to the intention to increase the micro farm mentioned above has some actual sturgeon *Acipenser Ruthenus* species (starlet), and possibly species *Acipenser Stellatus* (starry sturgeon), *Acipenser Gueldenstaedtii* (Russian sturgeon), Ajeen (Beluga), *Acipenser Baeri* (Siberian).
- 1.4 Consulting service refers to reproduction, rearing larvae, juvenile rearing, sexual segregation, parental rearing, slaughter and the collection of products and by-products.
- 1.5 Consulting service refers to useful information on feeding, growth and density of water quality conditions what should be ensured in the micro farm, feeding and hibernation periods, the vigil or the lighting technology.
- 1.6 Consulting service refers to information relating to the operation and usefulness of mechanical filtration, biological filtration, the looping and startării Bacterial colonization and the dosage inoculilor splash-screen.

- 1.7 Consulting service refers to systemic balance and mass balance in the legității system.
- 1.8 Consulting service refers to information on the dynamics of optimal growth temperature required, the dosage of food daily, and the type of food.
- 1.9 Consulting service refers to the achievement of the water sources of the river and collector type to the parameter type well, physical, chemical and bacteriologici and of the measures that can be taken to improve these parameters in order to be used in aquaculture.
- 1.10 Consulting service refers to the conditions for achieving growth and outer basins of wintering and the quarantine and disinfection basins.
- 1.11 Consulting service refers to pests, diseases and intoxications and their diagnosis, the treatments that can be performed and the conditions for achieving them.
- 1.12 The provider will be able to subcontract certain aspects such as consultancy specialized in the field of veterinary-ihnologic or in the veterinary field.
- 1.13 The recipient will pay the equivalent value of the price of this agreement under the provisions of this agreement.

ART. 2 - DURATION OF THE CONTRACT

- 2.1. This agreement shall enter into force from the date of signing and the 5 calendar years, this period being regarded as necessary to the conclusion of a complex production cycle if the species *Acipenser Ruthenus* (Sterlet).

ART.3 - THE VALUE OF THE CONTRACT AND THE PAYMENT METHOD

- 3.1. The value of this contract is the equivalent in lei of 15,000 Euro. Paying the price of this contract will be made by the recipient in the following manner:
- Within 7 days from the date of signing of the contract will pay the equivalent in lei of 7,000 Euro, corresponding to the sum of the first year of services.
 - For each year following the payment within 7 days after the expiry of one year after it was already paid in lei, the equivalent of 2,000 euros.
 - Payments will be made on the basis of the invoices issued by the provider and the Recipient shall transfer to the bank account of amounts relating to provider.

ART. 4 - OBLIGATIONS OF PARTIES

- 4.1. Contractor's obligations-to provide services of consultation referred to in article 1. in this agreement.
- 4.2. Obligations of the beneficiary to pay:-the services listed herein at article 1. The terms and under the conditions referred to in article 3. in this agreement.

ART. 5 - PENALTIES

- 5.1. In case of delay of payment will apply a penalty of 0.2% per day of the amounts owed.

ART.6 - WAYS OF TERMINATION OF THE CONTRACT

- 6.1. This contract is terminated by operation of law or by contractual fulfillment of object of the term of contract, expressed through the provision of services.
- 6.2. At the same time, the contract may be terminated ahead of schedule by agreement of both parties will.
- 6.3. Where one of the parties does not contractual obligations devolving upon it, thereby causing the realization of the object of this contract, the contract will terminate the legal obligation of the party at fault to pay periodic penalty payment in the amount of 100% of the total value of the contract.

ART.7 - THE GUARANTEE FOR THE QUALITY OF SERVICES

The guarantee for the quality of advice will be given by the supplier as follows:

- 7.1. The provider has a vast experience in the field of aquaculture, materialized in over 10 years experiență.
- 7.2. The provider will provide such services at the highest possible level and will make every effort to ensure the recipient most efficient and timely information.

ART.8 - FINAL PROVISIONS

- 8.1. By signing this contract, the parties understand to achieve and to respect in good faith.
- 8.2. Detailed rules for the provision of services is providing answers both orally and in writing to the grantee. As a general rule the question worded verbal response will be verbally and in writing to answer questions will be formulated in writing.
- 8.3. This agreement represents the will of the parties and supersedes any other oral or written understanding previous signing his Contract with the exception of Mutual privacy and Neeludare (NDA) signed by the parties and which will keep their validity.
- 8.4. Any change in the particulars (bank account, name, headquarters, legal form etc.) will notify the other party within 10 days from the date of occurrence of such changes.
- 8.5 Failure to comply with this obligation leads to the unenforceability of the other side, front, of the changes.
- 8.6. Contact details for the provider are:
Phone: 0724593613,
Email: daniel.tabacaru@caviarfactory.ro;
- 8.7. Contact details for the recipient are:
Phone:
Email:
- 8.8. Any dispute arising out of or in connection with this agreement, including completion of the fold, his execution abolition will settle for authority in law of the domicile of the provider.

