



SOYAconsulting

About a company SOYAconsulting

SOYAconsulting is the Ukrainian company, expert in area of skilled consulting, investment consulting, legal services, coaching.

Our aim - to help companies to decide standing before them intricate problems. For this purpose we give to them the experience in the decision of analogical tasks, expert knowledge and front-rank technologies (own and from leading world developers).

As a result of our joint work with a client, he gets the prepared decisions inculcated to technology, useful changes et cetera.

In the total, we promote the cost of companies of the clients and help to labour for them high ambitious aims.

Principles of our work

From the day of founding a company SOYAconsulting followed principle "Effectiveness and caring about interests of client".

Effectiveness means that for the client of expense on consulting services must be (desirably, repeatedly) recompensed. The criterion of effectiveness is a return from investments in organizational changes and in a personnel. SOYAconsulting is oriented on an achievement obvious and besides long-term result are appreciations of value of company of client.

Caring about interests of client is first of all sincere interest and respect in him, aspiration to understand his necessities. SOYAconsulting tries to give exactly that to every client, that is really required him. This principle is the basis of any partner relations.

Due to the following the principles, SOYAconsulting deserved an image company, giving services super.

One of rules of our company is mobility. And the consultants of SOYAconsulting work wherein it needs to the clients.

Our services

Management consulting

- Testing of employees of firm
- Analysis of psychological compatibility of employees
- Analysis of professional competence of employees
- Creation of command

- Recruiting- search and selection of specialists
- Creation of command from the ground up
- Training

Investment consulting

- Analysis of economic situation in industry
- the Financial ground of expediency of investments
- Registration of firm
- Creation of command from the ground up
- Search of apartment under storage, office, production
- Networking
- Custom services

Legal services

- the Economic right
- the Criminal law
- the Pre-trial settlement of spores
- Presentation of interests in a court

Coaching

- Individual consultations

Telephones:

(044) 232-20-18

(067) 467-54-09

Director

Sergey Dmitrievich Obiednin

Address:

Company "SOYAconsulting", Tropinina str.,10, Kyiv, Ukraine, 04107

E - mail: soya@soyaconsulting.ru

Skype: SOYAconsulting

www.soyaconsulting.ru

Investment consulting

The investment consulting is a type of intellectual activity, which is related to advising of Client through question of advancement of his commodities or services, and similarly, investments of the his personal, or loan capital (or monetary resources) for the receipt of optimal for him profit. The Investment consulting is this comprehensive research and complex planning business- ideas, before to begin to incarnate in life.

This favour helps to find an answer for a question - how to act with present assets, taking new realities of market into account. Side by side with this the investment consulting quite often is continuation more traditional for a market to date strategic consulting. Logical completion of the investment consulting is realization of all recommendations in practice, be that transaction after a lease, purchase-sale, bringing in of financing.

We offer to Client complex solution on advancement of commodities and services at the Ukrainian market. We carry out development and introduction business- ideas turn-key. For this purpose we will conduct economic, financial, tax, competition, a legal analysis is in the supposed industry of economy of Ukraine. We will write a businessplan. We will register the enterprise of any pattern of ownership, will create a command from the ground up, will lease or will buy is an office, storage, industrial enterprise, we will create a network, will offer custom services.

We will count the financial ground of project

1. Drafting of estimate of investment expenses on a project and chart of investing, with laying out on directions of investing.
2. Ground of terms and sourcings of project :
 - an estimation of sum of own financial resources which can be used for financing of new project;
 - a ground of the most acceptable loan sources and chart of financing;
 - drafting of charts of maintenance of debt;
 - an analysis of the use of possible non-standard charts of financing;
 - the self-weighted middle capital of project rating as resulting description of cost of capital of project.
3. Break-even of project (comparison of profit yield and costs from realization of project with the purpose of estimation of minimum volume of commodities and services which provide a break-even) analysis:
 - drafting of list of current costs of project;
 - determination of costs of variable and permanent completions on a project;
 - a calculation of direct and indirect costs;

- an estimation of indexes of break-even and profitability of production of goods and grant of services within the framework of analysable project.

4. Prognosis of income and money streams in the process of realization of project :

- drafting of prognosis report on the income of enterprise during the chosen temporal horizon of investment project, the first year of project is forecast monthly,
- drafting of prognosis report on motion of money in the cut of three directions of activity - by an operation, investment and financial.

5. Estimation of indexes of efficiency of project :

- the discounted period of recoupment of project;
- an internal norm of income of NPV;
- a clean modern value IRR.

6. Analysis of risk of project as an estimation of influence of different unfavorable factors of project on recoupment of the invested financial resources. The analysis of risks is produced by the imitation design of reaction of profitability of project and basic descriptions of efficiency in connection with the change of master initial data :

- production and realization of products volumes;
- prices on products, raw material, energy;
- list and rates of taxes (VAT, customs duty of and other);
- level of solvency of clients;
- the additional superimposed expenses and other indexes.

Contract _____

for rendering consulting services

Kyiv

«__» _____ 2011

_____ hereinafter referred to as “the Customer”, a legal entity under the law of _____, represented by the _____, Mr. _____, acting in accordance with the Charter, on the one hand, and PC“SOYA”, hereinafter referred to as the “Executor”, a legal entity under the law of Ukraine, represented by the Director Obiednin Sergii Dmutrovuch acting in accordance with the Charter, on the other hand, hereinafter collectively and individually referred to as “the Parties” and “the Party” respectively, have concluded this Contract, hereinafter referred to as “the Contract”, on the following:

1.

Subject of the Contract

1.1.

The Executor undertakes to provide consulting services to the Customer concerning _____.

1.2.

The Customer undertakes to pay for the consulting services described under article 1.1. according to the provisions stipulated in Article 5 of the Contract.

1.3.

The Parties acknowledge that it will be necessary for them to work together to achieve their common objectives and that this imposes responsibilities on all parties to make every effort to assist one another, to be

2.

Rights of the Parties

2.1.

The Executor has the unfettered right:

2.1.1. to check all documents sent to him related to the Customer's business;

2.1.2 to receive accurate and complete answers to all questions asked by the Executor during performance of the work under the Contract, as well as to receive additional information required for the Contract including written representations from management relating to certain matters requested, whose answers and information the Executor shall be entitled to rely upon;

2.1.3. to receive through written enquiries sent by the Customer or directly by the Executor information required in order for the Executor to be entitled to rely upon that information;

2.1.4. to use professional services of other parties, following the prior written consent of the Customer.

2.1.5. to select the appropriate staff for provision of services under the Contract.

3.

Obligations of the Parties

3.1.

Obligations of the Executor are:

3.1.1. to perform the consulting services professionally;

3.1.2. to comply with due professional care with the terms of the Contract.

3.2.

Obligations of the Customer are:

3.2.1. to provide full co-operation to the Executor during the provision of services under the Contract;

3.3.

The Parties have no right to cede their rights and obligations to a third party.

4.

Terms of provision of services

4.1.

The term of provision of services will be agreed separately by an agreement of the Parties which will modify and supplement this Contract, in this respect.

4.2.

The Executor has the right to complete the work before the agreed date.

5.

Fees and procedure of payment

5.1.

The Executor's fee for the services according to the Contract amounts to _____ (_____) dollars 00 cent.

5.2.

The Customer shall pay for the services as per clause 5.1 of the Contract in the following order:

100% of the agreed fee for the provision of consulting services upon signing of the Contract;

5.3.

The payment of the respective fee for the provision of services shall take place within 5 (five) working days from the receipt of invoice by the Customer.

5.4.

Bank costs on the territory of the Customer are beard by the Customer, bank costs on the territory of the Executor are beard by the Executor.

5.5.

Bank commission of the foreign correspondent banks in case of foreign currency transfer is paid by the Customer.

6.

Giving and receiving of the results of the services

6.1.

The services provided are delivered by the Executor and accepted by the Customer on the basis of a respective Act that is to be prepared by the Executor and signed by the authorised representatives of the Parties;

6.2.

The Act will be signed by the authorised representatives of the Parties during ten working days after issue of the documentation, stated in clause 6.1 of this Contract to the Customer.

6.3.

If the Customer did not sign the act of works acceptance during terms in cl. 6.2 of this Contract and has not provided written motivated refusal to Executor, the acceptance-delivery Act (service rendering) acceptance is considered signed.

7.

Guarantee of confidentiality

7.1.

The Parties shall maintain confidentiality in respect of the information and documents received under the Contract.

7.2.

Only the staff of the Customer and its affiliates and the Executor directly involved in the rendering of services under the Contract will be given access to confidential information and documents.

7.3.

Responsibility for confidentiality remains in force for 2 years after completing the work performed in accordance with the Contract.

7.4.

In any other cases, such information can be issued only if it becomes legally and publicly known or available or required by Ukrainian laws and regulations but only that information which, according to the relevant laws and regulations, can be requested by the relevant authorities or based on courts decision.

8.

Termination of the Contract

8.1.

The Contract may be prematurely terminated:

8.1.1. by mutual consent of the Parties

8.1.2. By the initiative of one of the sides. In this case the terminating Party shall totally pay a penalty in amount of 20 % of the total cost of services specified in this Contract, except in cases of fraud, bad faith, gross negligence of one of the Parties in which case the terminating Party has no obligation to pay any penalty.

8.2.

In case the Contract termination is initiated by the Executor and is caused to the absence of all required documentation and information, needed for service rendering.

9.

Settlement of disputes

9.1.

In cases of disputes arising out of or in connection with the Contract, the Parties will undertake measures to solve them through negotiations.

9.2.

If negotiations are not successful, disputes and disagreements between the Customer and the Executor resulting from the Contract, disputes on issues out of the Contract but arising in connection with it, disputes on termination of the Contract and its validity will be resolved in accordance with the effective Ukrainian legislation.

10.

Liability

10.1.

In case of termination of the Contract, the Customer shall pay to the Executor the fee for the services that will have been completed by the time of early termination.

10.2.

The Executor is not responsible for the completeness and accuracy of information provided by the Customer or third parties. Management of the Customer or a third party that provided information to the Executor are responsible for completeness and accuracy of such information.

10.3.

In no event shall any civil liability (whether arising in Contract or otherwise) of the Executor, the Executor's partners or employees, relating to services provided in connection with the work set out in the Contract (or any variation or addition thereto) exceed the amount paid by the Customer in respect of the fees charged for the services under the Contract.

10.4.

The consultation will not be planned or conducted in contemplation of reliance by any third party or with respect to any specific transaction.

11.

Circumstances relieving the Parties from their responsibilities

11.1.

Neither of the Parties can be held responsible for the non-completion of its duties due to factors outside their control which they could not foresee or prevent, such as natural disasters (fire, flood, earthquake etc.), social conflicts (strikes, civil wars etc.), adoption of laws, significantly complicating, restricting or forbidding the rendering of services envisaged in the Contract.

11.2.

The Parties are obliged to inform each other in writing during 10 calendar days about any conditions such as those described above. In the event of such circumstances as described above, the Parties may suspend operations or immediately cancel the Contract.

11.3.

Early suspension or cancellation of the Contract does not free the Customer from his obligations in Article 5 of the Contract for the payment of the services already provided by the Executor.

12.

Final provisions

12.1.

The Contract becomes valid upon its signing. All the earlier correspondence, documents and negotiations that took place between the Parties on matters which are the subject of the Contract shall become invalid.

12.2.

Any changes, amendments or appendices to the Contract are valid if they are made in writing and signed by appropriately authorised persons and upon endorsement by relevant government agencies when needed.

12.3.

The Executor is considered to have fulfilled his contractual obligations after the signature of the Act as stated in article 6 of the Contract.

12.4.

The Executor is a payer of corporate profit tax following the general terms provided by the Law of Ukraine On Corporate Profit Tax (version dated 22 May 1997, No 283/97-BP), as amended, including amendments envisaged by the Law of Ukraine On Amending the Law of Ukraine On Corporate Profit Tax (as of 24 December 2002 No 349-IV).

12.5.

The Contract will be considered expired upon fulfilment of mutual contractual obligations and completion of settlements between the Customer and the Executor.

12.6.

The Contract is made in two copies, one for each of the Parties, and is simultaneously prepared in both English and Ukrainian. Any disputes between the two texts shall be settled by preference to the Ukrainian text.

12.7.

Until the exchange by original, fax copy of the Contract has juridical force.

Location and bank details of the Parties:

The Executor

PC "SOYA"

Mailing address: Tropinina str., 10

Kiev, 04107 Ukraine,

tel/fax (044)232-20-18

Registration Code 31172564

VAT Payer Certificate # 39099625

R-nary Code No 26004000024272

Bank UkrSocBank

MFO 300023

Director

_____ **Obiednin S.D.**

P.S.

The Customer

P.S.