

# 企业董事顾问咨询协议

Corporate Director Consultation Agreement

国际商学院

INTERNATIONAL BUSINESS SCHOOLS

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# 企业董事顾问咨询协议

## Corporate Director Consultation Agreement

甲方 (Party A) :

甲方负责人 (Party A director) :

乙方 (Party B) :

甲、乙双方依据相关法律之规定, 就甲方聘用乙方一事达成协议内容如下, 并订立本合同, 以兹双方共同信守。

According to the relevant laws and regulations as follows, both parties of this contract agreed the following issues relating to the employment.

第一条 甲方聘请乙方为甲方的常年企业顾问。

Party A shall hire Party B as Party A's perennial enterprise consultant.

第二条 乙方的职责是为甲方提供常年企业管理咨询顾问服务、常年项目顾问服务、常年董事顾问服务三大内容。

The responsibility of Party B is to provide Party A with three major contents: perennial enterprise management consulting services, perennial project consulting services, and perennial director consulting services.

第三条 乙方服务期限: 从\_\_\_\_年\_\_月\_\_日起至\_\_\_\_年\_\_月\_\_日止, 期限为1年。

Service period of Party B: From \_\_\_\_\_ to \_\_\_\_\_, the term is 1 year.

第四条 乙方的具体工作内容、工作方式如下:

一、工作内容 (job content)

(一) 常年管理咨询顾问 (Perennial management consultant) :

- 1、 协助企业制定企业战略规划、人力资源规划、营销管理规划、企业文化规划;

Assist enterprises in formulating corporate strategic planning, human resources planning, marketing management planning, and corporate culture planning.

- 2、 年度员工满意度调查、年度客户满意度调查、年度供应商满意度调查;

Annual employee satisfaction survey, annual customer satisfaction survey, annual supplier satisfaction survey.

- 3、 结合企业实际, 提供管理咨询培训每季度一次为期一天内部培训;

Based on the actual situation of the enterprise, provide management consulting training once a quarter for one day of internal training.

- 4、 出席企业重大会议, 并发表相关建议。如董事会、股东会;

Attend major corporate meetings and issue relevant recommendations. such as board of directors, shareholders.

(二) 常年项目顾问 (Perennial project consultant) :

项目名称 (project name) : 养老旅游项目 Pension tourism project

- 1、 对企业的项目资源, 如资产重组、项目规划、方案设计审查、动产资源、股权资源等进行分析, 并加以合理地组合与评估;

Analyze the project resources of the enterprise, such as asset reorganization, project planning, scheme design review, movable property resources, equity resources, etc., and rationally combine and evaluate them.

- 2、 协助企业制定合适的企业融资方案, 最大限度的降低企业融资成本;

Assist enterprises in developing appropriate corporate financing plans to minimize financing costs.

- 3、 协助企业制定合适的投资方案，规避来自被投资方的所有风险；

Assist enterprises to formulate appropriate investment plans and avoid all risks from the investee.

- 4、 对企业改制、兼并收购、资产重组等提供专项独立顾问服务；

Provide specialized independent consulting services for enterprise restructuring, mergers and acquisitions, asset restructuring, etc.

### （三）常年董事顾问（Annual Director Advisor）：

- 1、 为企业负责人草拟、制订、审查或修改合同，同时逐步健全企业合同制度，预防合同纠纷，应董事要求还可以参与相关谈判、磋商；

Draft, formulate, review or revise the contract for the person in charge of the enterprise, and gradually improve the enterprise contract system, prevent contract disputes, and participate in relevant negotiations and consultations at the request of directors;

- 2、 通过解答咨询的方式解答企业在日常经营中所发生的所有问题；

Answering all issues that arise in the daily operation of a company through consultation.

- 3、 根据董事个人实际情况，帮助引导企业建立和完善现代企业制度，寻找适合企业发展的管理框架模式，使其依法运作，并依法规范企业的管理行为，将企业的管理活动纳入法制轨道；

According to the actual situation of the directors, help guide the enterprise to establish and improve the modern enterprise system, find a management framework model suitable for the development of the enterprise, make it operate according to the law, regulate the management behavior of the enterprise according to the law, and

bring the management activities of the enterprise into the track of the legal system.

- 4、根据董事的具体情况的需要，为董事个人讲授相关管理以及专业知识，提高素质；

Based on the specific situation and needs of directors, teach them relevant management and professional knowledge to improve their quality.

- 5、当企业可能面临纠纷时，进行论证，提出解决方案，或参与相关纠纷的调解；

When enterprises may face disputes, conduct arguments, propose solutions, or participate in the mediation of related disputes.

- 6、为董事个人提供自身面临的所有企业经营问题以及个人品牌包装问题、私人经营风险问题。

Provide directors with all business management issues, personal brand packaging issues, and personal business risks they face.

## 二、工作方式 (operation mode)

- 1、乙方每月到甲方企业现场进行办公，解决相关问题；

The second party shall visit the site of the first party's enterprise for office work every month to solve related problems.

- 2、在现场办公以外的时间，咨询、审查合同等日常事务，可以通过电话、传真、电子邮件、网络通讯工具等方式沟通；

Outside of the on-site office hours, daily affairs such as consulting and reviewing contracts can be communicated through telephone, fax, email, network communication tools, etc.

- 3、遇到紧急情况时，甲方可以随时联系乙方，双方到甲方或以其它合适的方式解决问题；

In case of an emergency, Party A can contact Party B at any time, and both parties can go to Party A or solve the problem in other appropriate ways.

- 4、 以代理人的身份代理企业到仲裁机关、法院或其它场所代理企业处理相关事务；

Acting as an agent to represent the enterprise to the arbitration institutions, courts or other places to handle related affairs on behalf of the enterprise.

- 5、 以代理人身份代理董事出席相关会议以及活动场合，解决董事自身面临的一些问题，其中包括代表董事个人进行相应的谈判工作、内部股东会、董事会等相关场合。

Represent directors as agents to attend relevant meetings and events, and solve some problems faced by directors themselves, including negotiating on behalf of directors, internal shareholder meetings, board of directors and other related occasions.

## 第五条 甲方的义务 (Obligations of Party A)

- 1、 甲方指定专人配合乙方开展企业顾问服务工作；

The first party designates a dedicated person to cooperate with the second party in carrying out enterprise consulting services.

- 2、 甲方应及时向乙方通报其组织架构、人员及业务等情况及其变化；

The first party shall promptly notify the second party of the situation and changes of its organizational structure, personnel and business, etc.

- 3、 甲方要给乙方留有合理的时间，以完成甲方交办的各项事务；

Party A shall leave reasonable time for Party B to complete all tasks assigned by Party A.

- 4、 甲方对于交办给乙方的事情，应当为乙方提供真实情况及基础资料；

The first party shall provide the second party with the true situation and basic information regarding the tasks assigned to the second party.

- 5、 乙方到甲方进行顾问服务期间，如需交通食宿的，甲方应当安排交通食宿补贴，食宿补贴不低于每日\_\_\_\_\_元/马币，交通费用实报实销；

During the period of consulting services provided by Party B to Party A, if transportation, food and accommodation are required, Party A shall arrange transportation, food and accommodation subsidies, which shall not be less than \_\_\_\_\_ yuan/RM per day. The transportation expenses shall be reimbursed at the actual cost.

- 6、 甲方要求乙方出席相关活动场合的所有交通食宿比照上述条件。

The first party requires the second party to attend all transportation, food, and accommodation related to the event, subject to the above conditions.

#### 第六条 乙方的义务 (Obligations of Party B)

- 1、 乙方应当尽职尽责，为甲方提供优质的企业顾问服务；

The second party shall fulfill its duties and provide high-quality enterprise consulting services to the first party.

- 2、 乙方不得以任何方式泄露工作中接触的甲方的商业秘密及其他秘密， 损害甲方的利益；

The second party shall not disclose in any way the trade secrets and other secrets of the first party that come into contact with during work, to harm the interests of the first party.

- 3、 乙方应当固定时间内与甲方领导或联络人座谈一次，以便了解甲方的信息；

The second party shall have a fixed time discussion with the leader or contact person of the first party to understand the information of the first party.

4、 乙方应在合理的时间内完成甲方交办的工作；

The second party shall complete the work assigned by the first party within a reasonable time.

5、 涉及甲方董事个人情况，乙方应当保守相关的个人隐私信息，不得外泄任何资讯。

If the personal situation of the director of Party A is involved, Party B shall keep relevant personal privacy information confidential and shall not disclose any information to the public.

#### 第七条 顾问费用 (Consultant fees)

经双方商议每年的顾问费为\_\_\_\_\_元马币。签订合同后的首月由甲方支付当年 50%的顾问费给乙方，余下的 50%在每个月 5 日平摊支付共计 12 个月。

After mutual agreement, the annual consulting fee is RM\_\_\_\_\_. The first month after signing the contract, Party A shall pay 50% of the consulting fee to Party B for the current year, and the remaining 50% shall be evenly distributed and paid on the 5th of each month for a total of 12 months.

#### 第八条 保密 (maintain secrecy)

因乙方在任甲方常年企业顾问期间掌握或可能掌握甲方的商业秘密，故乙方需要保守相关的秘密信息，不得外泄，甲方因乙方教学的所有专业内容也不得外泄，其中包括收费内容以及专业设计规划内容。

Due to the fact that Party B has or may have access to Party A's trade secrets during his tenure as a long-term corporate consultant to Party A, Party B is required to keep relevant confidential information confidential and not disclose it. Party A is also prohibited from disclosing all



professional content taught by Party B, including fee content and professional design planning content.

### 第九条 违约责任 (Liability for breach of contract)

甲乙双方任何一方违反本合同的约定, 造成对方损失的, 应按损失的大小承担违约责任, 双方如提前违约终止合作, 乙方根据未服务时间的甲方损失赔偿 100%, 乙方则根据未支付款项的 100%进行违约赔偿。

If either party violates the provisions of this contract and causes losses to the other party, they shall bear the liability for breach of contract compensation according to the magnitude of the losses. If both parties terminate the cooperation in advance, Party B shall compensate 100% of Party A's losses based on the non service time, and Party B shall compensate 100% of the unpaid amount for breach of contract.

第十条 本合同期满, 如甲方无意续签合同的, 应在本合同到期前 30 天书面通知乙方。如本合同期满没有书面通知则视为自动续签。

Upon the expiration of this contract, if Party A has no intention of renewing the contract, Party A shall notify Party B in writing 30 days before the expiration of this contract. If there is no written notice of the expiration of this contract, it shall be deemed as automatic renewal.

第十一条 本合同未尽事宜, 双方协商解决。经双方协商无法解决的, 可通过仲裁、诉讼途径解决。

Matters not covered in this contract shall be resolved through negotiation between the two parties. If it cannot be resolved through negotiation between the two parties, it can be resolved through arbitration or litigation.

第十二条 本合同一式叁份, 具有同等法律效力, 甲乙双方及董事签字后生效。三方各执一份。

This contract is in triplicate and has the same legal effect. It will come into effect after signed by both parties and directors. Each of the three parties holds one copy.

第十三条 本合同服务主要以中文内容为准，如果有任何内容争议根据中文内容为主。

The service of this contract is mainly based on the Chinese content. If there is any content dispute, the Chinese content shall prevail.

以下无正文。

(本页为签署页面 This page is the signature page)

甲方 Party A:

乙方 Party B:

代表人 representative:

签订日期 date of signing:

签订日期 date of signing:

甲方负责人 Party A director:

签订日期 date of signing: