

Private Joint - Venture Investment Agreement

REMITTANCE OF CASH FUNDS FOR THE JOINT VENTURE INVESTMENTS

Between:

KAIBAC AG

Represented by **Mr. XXXXXXXXXXXX** xxx

And

XXXXXXXXX

Represented by Mr. **XXXXXXXXX**

Date of Execution Agreement: **XXX XXth, 2020**

Agreement Number: **KA-XXX-INVEST-XXX**

CONFIDENTIAL

Private Joint - Venture Investment Agreement

FOR THE JOINT VENTURE INVESTMENT № KA-XXX-INVEST-XXX

This Private Joint - Venture Investment Agreement (hereinafter referred to as "Agreement") is made and effective on this XXX XXth, 2020.

Between: **Party-A or Investor (Sender):**

COMPANY NAME:
COMPANY ADDRESS:
REGISTRATION NUMBER:
REPRESENTED BY:
BANK NAME:
BANK ADDRESS:
SWIFT CODE:
ACCOUNT NAME:
ACCOUNT No.
ACCOUNT SIGNATORY:
PASSPORT № / COUNTRY
DATE OF ISSUANCE:
DATE OF EXPIRATION:
BANK OFFICER NAME:

And **Party-B or Developer (Receiver):**

COMPANY NAME:	
COMPANY ADDRESS:	
REGISTRATION NUMBER:	
REPRESENTED BY:	
PASSPORT № / COUNTRY:	
DATE OF ISSUE:	
DATE OF EXPIRY:	
BANK NAME:	
BANK ADDRESS:	
ACCOUNT NAME:	
ACCOUNT No (EUR):	
SWIFT CODE:	
BANK OFFICER NAME:	
BANK PHONE NUMBER:	

Hereinafter Party-A and Party-B referred together to as the Parties.

WHEREAS, are individually known as First Party/or Investor/or Sender and Second Party/ or Developer/or Receiver and jointly known as Parties; and

WHEREAS, Sender is the Provider of the cash backed funds being in thexxxxxxx) which to be transferred to Second Party's designated Bank VIA **SWIFT 103/202 SWIFT.COM FARM OR SWIFTNET ALLIANCE LITE2 (AL2) SYSTEM (OR SWIFT/COM STP/103+/IPIP/IPID/INTERCODE OR ANY SYSTEM WITH MANUAL DOWNLOAD (DEPENDS FROM RECEIVER'S ABILITIES)** aiming at investments; and

WHEREAS, Receiver is ready, willing and able to receive said funds into its designated account VIA **SWIFT 103/202 SWIFT.COM FARM OR SWIFTNET ALLIANCE LITE2 (AL2) SYSTEM (OR SWIFT/COM STP/103+/INTERCODE OR ANY SYSTEM WITH MANUAL DOWNLOAD** and to execute the distribution and

INVESTOR (PARTY-A):

DEVELOPER (PARTY-B):

transfer of said received funds to designated parties bank accounts, in accordance to the terms and conditions in this Agreement; and **The Party B (Receiver) understands and confirms that:**

1. This type of transfer is a **BACK PANEL special transaction**, and requires **manual processing by the high level SWIFT officer from the SWIFT/Operating Room of the Receiving bank.**
2. The Sender transfers to the Receiver the cash funds, which covered by high liquidity derivatives, via special Clearing System with. During the receiving process and after successful clearing, the funds will be converted to the cash and the receiving bank's Nostro account will be credited for the amount of payment.
3. The Party B (receiving company) must have a full set of permits, ensuring the legality of the acceptance of this type of funds, including special **G2G Quota of European Central Bank**. **In other words, the Receiver must have all the permits for this transaction in accordance with the international and domestic/regional currency regulation.**

NOW, THEREFORE, it is agreed as follows:

Party's A Statement

Sender represents and warrants that he has full corporate responsibility to enter into this Agreement. He hereby declares under penalty of perjury that the funds are good, clean, clear, and free of non-criminal origin, and are free and clear of all liens, encumbrances and third party interest.

Further the Sender confirms that he is a legal provider of the funds and he is authorized to transfer the funds to the receiver on the basis of this contract.

By signing this Agreement, Sender represents and warrants that he is giving to Receiver and its designated parties, full legal authority to receive said funds and distribute and transfer cash funds, as per agreed terms and conditions in this Agreement.

DETAILS OF TRANSACTION

INSTRUMENT:	Transfer via SWIFT 103/202 SWIFT/COM FARM 42/43/47 OR SWIFTNET ALLIANCE LITE2 SYSTEM OR GPI/STP/103+/IPIP/IPID/DTC/INTERCODE etc. (DEPENDS FROM RECEIVER'S ABILITIES): Manual Funds Loading by Receiver's Bank officer from SWIFT Global or Bank Server to Common or Nostro account
FIRST TRANCHE:	UP TO 50,000,000.00 EURO (FIFTY MILLION EURO) R&E
TOTAL FACE VALUE:	UP TO 5,000,000,000.00 (FIVE BILLION EURO) R&E
IN TRANCHES OF:	DEFINED BETWEEN THE PARTIES
SENDER SIDE:	XX% (XXX PERCENT) direct negotiations
DISTRIBUTION:	IN 72 BANKING HOURS AFTER CREDITING OF THE RECEIVER'S ACCOUNT

PROCEDURES:

1. SENDER AND RECEIVER EXECUTE, SIGN AND SEAL THIS DEED OF AGREEMENT WITH THE DISTRIBUTION OF THE FUNDS, WHICH THEREBY AUTOMATICALLY BECOMES A FULL COMMERCIAL RECOURSE CONTRACT.
2. THE RECEIVER PROVIDES THIS AGREEMENT TO HIS BANK AND OBTAINS THE CONSENT.
3. UPON THE ABOVE SENDER'S BANK (DEUTSCHE BANK, GERMANY) WILL TRANSFER THE FUNDS VIA **DELIVERY METHOD SELECTED BY THE RECEIVER** IN FAVOUR OF RECEIVER AND ON SUCCESS WILL PROVIDE TO THE RECEIVER THE ORIGINAL COPY OF THE TRANSFER SLIP WITH THE DETAILS OF THE TRANSFER.
4. UPON THE SUCCESSFUL RECEIVING AND CLEARING OF THE FUNDS DURING 72 BANKING HOURS RECEIVER IS RESPONSIBLE TO DISTRIBUTE FOR RE-INVESTMENT PURPOSES THE CASH FUNDS.
5. ALL OTHER TRANCHES WILL BE MADE BY THE SENDER, RECEIVED AND RE-DISTRIBUTED/RE-INVESTED BY THE RECEIVER UNDER THE UP-MENTIONED PROCEDURE.

Note:

The Receiver hereby agrees and confirms that the Sender should provide the Receiver with a copy of

**SWIFT MT-103, MT-202 only and as an option BLUE AND GREY screens with ISIN CODE of cover funds.
No any other documents will be required by the Receiver from the Sender during fulfillment hereof.**

Receiver hereby confirms and declares that Sender, its associates or representatives or any person or persons on its behalf has/have never been solicited by any party, its shareholders or associates or representatives in any way whatsoever that can be construed as a solicitation for this transaction or for future transactions.

Any delay in or failure of performance by either party of their respective obligations under this agreement shall constitute a breach hereunder and will give rise to claims for damages if, and to the extent that such delays or failures in performance are not caused by events or circumstance beyond the control of such party.

The term "Beyond the Control of Such Party" includes Act of War, , Fire, Flood, Earthquake or other natural disasters. Any other cause not within the control of such party or which is by exercise of reasonable diligence, the party will be unable to foresee or prevent or remedy.

REPRESENTATIONS AND WARRANTIES

Organization It is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation with all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to conduct the business of the Program and the Subsidiaries.

Enforceability This Agreement constitutes the legal, valid and binding obligation of such party enforceable in accordance with its terms.

Consents and Authority No consents or approvals are required from any governmental authority or other Person for it to enter into this Agreement. All action on the part of such party necessary for the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by such party, have been duly taken.

No Conflict. The execution and delivery of this Agreement by it and the consummation of the transactions contemplated hereby by it do not conflict with or contravene the provisions of its organizational documents or any agreement or instrument by which it or its properties or assets are bound or any law, rule, regulation, order or decree to which it or its properties or assets are subject.

Receiver. It has been afforded the opportunity to seek and rely upon the advice of its own attorney, accountant or other professional advisor in connection with the execution of this Agreement. The Parties shall do so in respect of each other and under this Agreement written conditions.

Miscellaneous Notice(s)

Any modifications, amendments, addendums or follow on contracts will be executed by the two authorized signatories respectively. When signed and referenced to this Agreement, whether received by mail or facsimile transmission as all and any facsimile or photocopies certified as true copies of the originals by the Parties hereto shall be considered as an original, both legally binding and enforceable for the term of this Agreement.

Specific Performance; Other Rights

The Parties recognize that several of the rights granted under this Agreement are unique and, accordingly, the Parties shall, in addition to such other remedies as may be available to them at law or in equity, have the right to enforce their rights under this Agreement by actions for injunctive relief and specific performance.

Prior Agreements; Construction; Entire Agreement

This Agreement, including the Exhibits and other documents referred to herein (which form a part hereof), constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between them as to such subject matter and all such prior agreements and understandings are merged herein and shall not survive the execution and delivery hereof. In the event of any conflict between the provisions of this Agreement and those of any joint ventures agreement, the provisions of the applicable joint venture agreement shall control.

Amendments

This Agreement may not be amended, altered or modified except (i) upon the unanimous by instrument

in writing and signed by each of Sender and Receiver.

Severability

If any provision of this Agreement shall be held or deemed by a final order of a competent authority to be invalid, inoperative or unenforceable, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, but this Agreement shall be construed as if such invalid, inoperative or unenforceable provision had never been contained herein so as to give full force and effect to the remaining such terms and provisions.

Counterparts

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

Applicable Law; Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the UK.

Waiver of Jury Trial

The Parties hereto hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this Agreement and for any counterclaim therein.

Arbitration

Every attempt shall be made to resolve disputes arising from unintended or inadvertent violation of this contractual agreement as far as possible amicably. In the event that adjudication is required local legal process shall be preceded with according to the principal of the ICC as above indicated. Where judicial resolution is not thereby achieved, this matter shall be settled by the ICC itself and the decision of which the Parties shall consider to be final and binding. No State court of any nation shall have subject matter jurisdiction over matters arising under this Agreement.

No Rights of Third Parties

(i) This Agreement is made solely and specifically between and for the benefit of the parties hereto and their respective members, successors and assigns subject to the express provisions hereof relating to successors and assigns, and (ii) no other Person whatsoever shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Survival

The covenants contained in this Agreement which, by their terms, require performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or other termination of this Agreement.

Headings

Headings are included solely for convenience of reference and if there is any conflict between headings and the text of this Agreement, the text shall control.

Currency

Any exchange of funds between Sender and Receiver shall be made in the same currency in which Sender transferred the investment fund (Article III; Section 3.0.5.; (b)). In addition, all calculations pursuant to this Agreement and any joint venture agreement shall be based on ICC regulations.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement,

SIGNATURES:

Signed & Accepted by the "SERVICE PROVIDER"

Signed & Accepted by the "RECEIVER"

Represented By:		Represented By:	
Company Name:		Company Name:	
Passport №:		Passport №:	
Issue Date:		Issue Date:	

INVESTOR (PARTY-A):

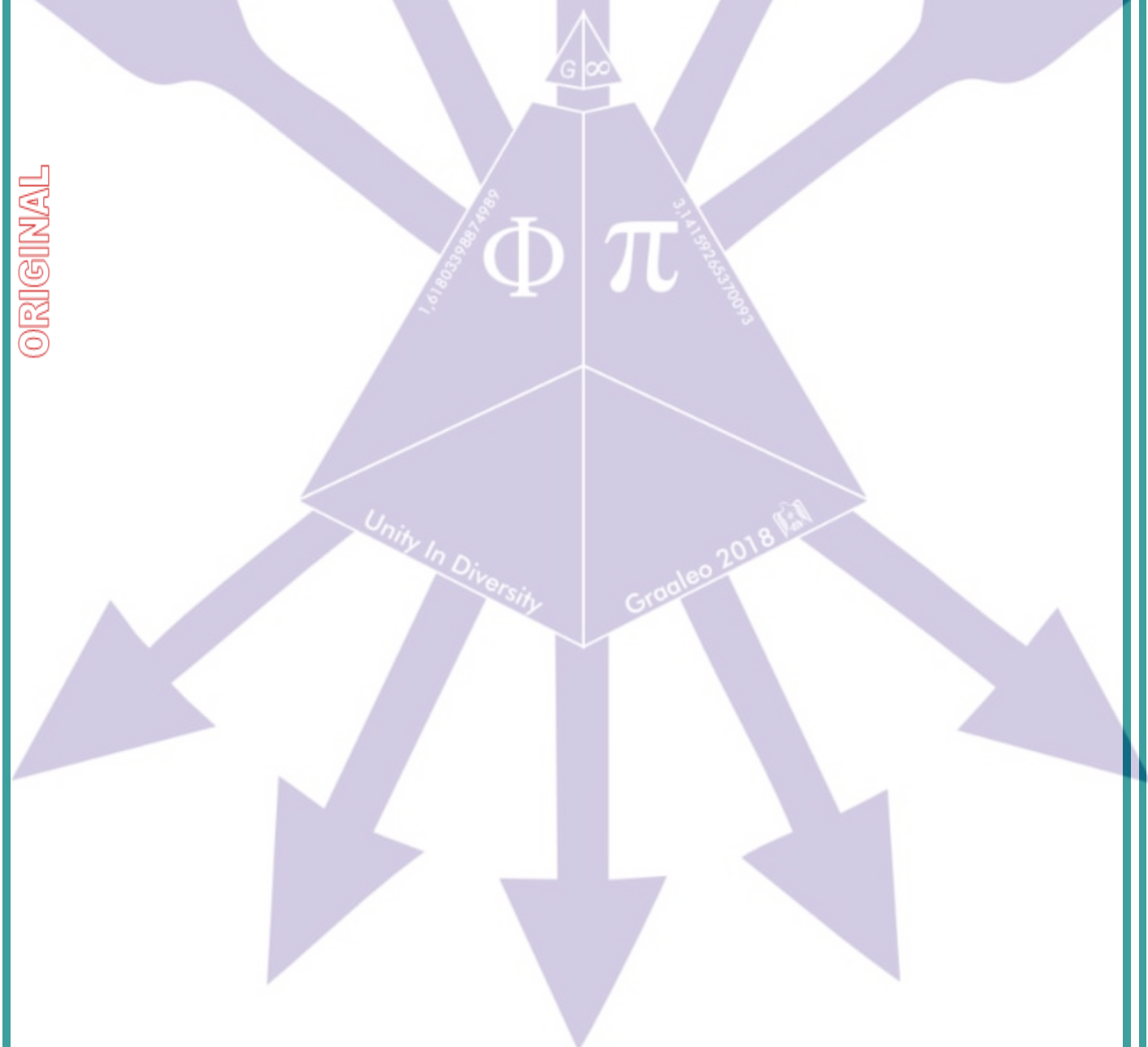
DEVELOPER (PARTY-B):

Expiry Date:		Expiry Date:	
Country:		Country:	
Date:	XX.XX.2020	Date:	XX.XX.2020

SENDER'S PASSPORT COPY

TBA

ORIGINAL



INVESTOR (PARTY-A):

DEVELOPER (PARTY-B):

SENDER'S CERTIFICATE OF INCORPORATION

ORIGINAL

RECEIVER'S PASSPORT

INVESTOR (PARTY-A):

DEVELOPER (PARTY-B):

ORIGINAL

RECEIVER'S CERTIFICATE OF INCORPORATION

INVESTOR (PARTY-A):

DEVELOPER (PARTY-B):

ORIGINAL

"ACCEPTED AND AGREED WITHOUT CHANGE"

**(Electronic signature is valid and accepted as hand signature)
EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)**

1. **EDT (Electronic document transmissions)** shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be: Incorporate **U.S. Public Law 106-229**, "Electronic Signatures in Global & National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001)
2. **2. ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000)** adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
3. **3. EDT documents shall be subject to European Community Directive No. 95/46/EEC**, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.
Required message "The remitter is known to us. This is done with full banking responsibility and we are satisfied as to the source of funds sent to us."

*** **END OF DOCUMENT** ***

INVESTOR (PARTY-A):

DEVELOPER (PARTY-B):