

Private Joint - Venture

Investment Agreement

REMITTANCE OF CASH FUNDS FOR THE JOINT VENTURE INVESTMENTS
VIA SWIFT IP/IP SPECIAL TRANSFER

BETWEEN

XXXXX

(SENDER)

AND

XXXXXXXXXXXXXXXX

(RECEIVER)

AGREEMENT NUMBER: SDCT-2020-10-001

DATE OF EXECUTION: 26 March 2021

SWIFT IP/IP

Transaction Code:

Agreement Number: SDTC-2020-09-001

Date of Execution Agreement: 26 March 2021

Private Joint – Venture Investment Agreement

REMITTANCE OF CASH FUNDS FOR THE JOINT VENTURE INVESTMENTS & RE-INVESTMENTS BY AND THROUGH SWIFT.COM SPECIAL PROTOCOL IP/IP (INTERNET PROTOCOL) TRANSFER

This Private Joint - Venture Investment Agreement (hereinafter referred to as "Agreement") is made and effective on this **26 March 2021**.

BETWEEN:

PARTY A (SENDER):

| | |
|---------------------|----------------------------|
| COMPANY NAME | XXXXX |
| COMPANY ADDRESS | XXXXXXXXXX, GERMANY |
| COMPANY REG. NUMBER | XX |
| REPRESENTED BY | MR. XXXXXXXXXXXX, DIRECTOR |
| PASSPORT NUMBER | XXXXX |
| DATE OF ISSUE | XX February 2011 |
| DATE OF EXPIRY | XX February 2021 |
| ISSUED COUNTRY | GERMANY |

AND

PARTY B (RECEIVER):

| | |
|---------------------|--|
| COMPANY NAME | |
| COMPANY ADDRESS | |
| COMPANY REG. NUMBER | |
| REPRESENTED BY | |
| PASSPORT NUMBER | |
| DATE OF ISSUE | |
| DATE OF EXPIRY | |
| ISSUED COUNTRY | |

Hereinafter "Party A" or "Sender" and "Party B" or "Receiver" and referred together to as the "Parties."

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WHEREAS, Party A (Sender) represents he/they is/are holding an account at Deutsche Bank, Frankfurt with funds available to be transferred to the designated Receiver's Account via SWIFT special protocol called IP/IP (Internet Protocol versus Internet Protocol) CODE SERVER for use in investments, and;

WHEREAS, Party B (Receiver) represents he/they is/are a Qualified Receiver possessing Paymaster services and further declares that he/they is/are ready, willing and technically and financially and judicially able and authorised to receive and legitimise the said cash funds into its bank and designated account via IP/IP Code Server and to execute as Paymaster the distribution and transfer of the received funds to the parties and their agents and nominees identified within this Agreement to the bank accounts identified within this Agreement and in accordance to the terms and conditions in this Agreement, and;

WHEREAS, Party A (Sender) and Party B (Receiver) assume responsibilities to separately invest the funds received in both economic both socio-humanitarian projects in multiple locations respectively, and;

WHEREAS, Party B (Receiver) confirms that he/they has/have the economic and humanitarian project(s) in multiple locations approved by the respective Governments and the Central Banks, as per their allowed or allocated quotas.

NOW, THEREFORE, it is agreed as follows:

Representations of Party A (Sender) – Financial Capability

Party A represents and warrants that he has individual responsibility to perform the transaction(s) herein and is in possession of full authority from his/their company able to enter into this Agreement. Party A hereby declares under the pains of penalty of perjury that the cash funds are good, clean, clear, and free of non-criminal origin, and are free and clear of all liens, encumbrances and third-party interest. Party A further 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 Agreement.

By signing this Agreement, Party A represents and warrants that it is granting a legal right to Party B and its bankers the full legal authority to download the said cash backed uploaded funds via IP/IP Code Server and distribute and transfer cash funds, as per the terms and conditions within this Agreement.

Representations of Party B (Receiver) – Financial Capability

Party B represents and warrants that he has individual responsibility to perform the transaction(s) herein and is in possession of full authority from his/their company able to enter into this Agreement. Party B hereby declares under the pains of penalty of perjury that he/they are able to remit good, clean, clear, cash funds free of non-criminal origin, and free and clear of all liens, encumbrances and third-party interest upon receipt of a verified transfer from Party A.

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Party B further 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 Agreement. Party B further confirms to Party A (Sender) that he/they hold certain Central Bank's Special Permits and/or quotas and, as well, a Special Bank Account able to complete this transaction in full compliance with international laws. Party B (Receiver) will provide Party A (Sender) with appropriate banking information to enable the processing of the funding for the transactions contemplated within this Agreement.

PROCEDURES:

1. Party A and Party B execute, sign, and seal this Agreement which thereby becomes a full commercial recourse contract.
2. Party A will then deliver this Agreement to his/their bankers with instructions to complete the upload(s) according to the Tranche Schedule attached hereto. Party A will then deliver to Party B copies of all screen shots with specific reference to the Transaction Code identified within this Agreement to confirm the funds have been uploaded and are ready for transfer. Upon receipt of the screen shots, Party B may complete their due diligence.
3. Party B, upon its completion of its satisfactory due diligence of the screen shots provided by Party A, will deliver to Party A a copy or copies of a/any recently dated email(s) from his/their bankers, addressed to Party B, to confirm the following points:
 - a. Party B is a high value customer in good standing with the Receiving Bank;
 - b. The Receiving Bank confirms their knowledge of the Transaction Code identified within this Agreement;
 - c. The Receiving Bank confirms they are ready to proceed with this Transaction Code;
 - d. The Receiving Bank confirms they will fund within five (5) days of receipt of verification of all transfers performed by Party A to Party B.
4. Party A, upon its completion of its satisfactory due diligence of the email copies provided by Party B, will command his bank to deliver a Pre-Advice SWIFT MT-199 to the Bankers of Party B. The Pre-Advice SWIFT will state (something such as): **WE, Deutsche Bank, are ready to proceed with Transaction Code XXXXXXXX. Please confirm your readiness to fund in accordance with the terms of this contract and provide the required information and/or acknowledgement from your bank by return SWIFT."**
5. The bankers of Party B will, upon receipt of the Pre-Advice SWIFT by the Bankers of Party A, will reply to the Pre-Advice SWIFT will state (something such as): **WE, XXX Bank, acknowledge and are ready to proceed with Transaction Code XXXXXXXX. We confirm our readiness to fund in accordance with the terms of this contract and herewith provide the**

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required information.”

6. The bankers of Party A, upon receipt of the reply by SWIFT from the bankers of Party B, will execute the transfer to the Bank of Party B for credit to the main common bank account of the receiving bank in favour of Party B. Party A will deliver to Party B a copy of the completed transfer receipt.
7. The parties agree that the Bankers of Party A and the Bankers of Party B may communicate via secured email or SWIFT, only.
8. Party B, within 24 hours upon receiving a copy of the completed transfer receipt, will command his/their bankers to complete the download of the funds. Party B will deliver to Party A a copy of the bank screen shot showing a successfully executed download and/or a copy of any bank other issued evidence that the funds have been received by to the Bank of Party A. Therefore Party A will deliver to Party B a copy of the evidence of each download by providing a copy of any bank screen department report or other summary report evidencing a successfully completed download.
9. Party B upon the successful downloading of the funds will, within three (3) banking days after the deposit receipt is provided, re-distribute to the funds to the designated accounts of all the parties identified within this Agreement. The funds will then be utilized by each recipient for re-investment purposes.
10. Any and all subsequent tranches will be processed by the above mentioned procedure.

NON-SOLICITATION

Party B hereby confirms and declares that Party A, its associates or representatives or any person or persons on its behalf has/have ever engaged in solicitation by any party, its shareholders or associates or representatives in any way whatsoever or has engaged in any activity or actions that could be construed as a solicitation for this transaction or for future transactions.

RIGHT TO DAMAGES FOR DELAYS

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, rebellion, 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.

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REPRESENTATIONS AND WARRANTIES

Organization. Each Party represents that it is a duly organized company 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 each party enforceable in accordance with the terms and conditions stated herein.

Consents and Authority. The parties represent to each other that 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 authorised by the relevant authorities.

No Conflict. The parties represent to each other that the execution and delivery of this Agreement and the consummation of the transactions contemplated herein 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 committed by any law, rule, regulation, order or decree to which it or its properties or assets are subject.

Professional Advisors. The parties represent to each other that they have had the opportunity to seek and rely upon the advice of its own attorneys, accountants or other professional advisors in connection with this Agreement.

Notice(s). Any modifications, amendments, addendums or follow on contracts will be executed by the two authorized signatories respectively. Any written communications by the parties will be determined valid when signed and delivered with reference to this Agreement. Delivery of notices will be valid when delivered by mail or facsimile transmission or photocopies certified as true copies of the originals. The parties agree that electronic delivery of signed notices shall be considered as an original, both legally binding and enforceable for the term of this Agreement.

Specific Performance and Other Rights. The Parties recognize that several of the rights granted under this Agreement are unique and, accordingly, the Parties will, 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 any other actions related to the specific performance defined within this Agreement.

Prior Agreements; Construction; Entire Agreement. This Agreement, including the Annexes and

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other documents referred to herein (which form a part hereof), constitutes the entire Agreement of the parties with respect to the subject matter herein. This Agreement supersedes all prior agreements and understandings between the parties.

Amendments. This Agreement may not be amended, altered or modified except upon the unanimous by instrument in writing and valid only when signed by Party A and Party B.

Severability. This Agreement, in whole and in part, shall be construed as valid until such time as ruled to be invalid, inoperative or unenforceable by an order of competent authority. 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 any effect on any other provision of this Agreement and the remaining portions of this Agreement will remain in full force and effect

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 United Kingdom of Great Britain (UK).

Arbitration. The parties will make every attempt to amicably resolve disputes arising from unintended or inadvertent violation of this contractual Agreement. In the event that adjudication is required, local legal process shall be preceded with according to the guidelines of the International Chamber of Commerce ("ICC"). Where an arbitration resolution could not achieved, this matter shall be settled by the ICC itself. The parties agree that any final decision by the ICC will be binding. No court of any nation shall have jurisdiction over matters arising within this Agreement.

Waiver of Jury Trial. The Parties hereto hereby irrevocably and unconditionally waive their rights to a trial by jury in any legal action or proceeding relating to this Agreement and for any counterclaim therein.

No Rights of Third Parties. 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. No other person or third party or parties, known or unknown, in any capacity whatsoever, shall have any rights, interest, or claims herein 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 for a period of five (5)

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years notwithstanding the expiration or 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 prioritise the intentions of the parties.

Currency. Any exchange of funds between Sender and Receiver shall be made in the same currency in which Sender transferred the investment funds.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement **on this 2ND Day of October 2020.**

Signed and Accepted by Party A
XXXXXXX GMBH

/s/ _____

Signed and Accepted by Party B

/s/ _____

| | | | |
|------------------------|-----------------|------------------------|-----------------|
| Represented By: | MR. XXXX | Represented By: | |
| Title: | Director | Title: | Director |
| Passport No: | XXXX | Passport No: | |
| Issue Date: | | Issue Date: | |
| Expiry Date: | | Expiry Date: | |
| Country: | Germany | Country: | |
| Signature Date: | | Signature Date: | |

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ANNEX 1

PARTY A - SENDER'S PASSPORT COPY

(INSERT COPY)

ANNEX 1 - CONTINUED

PARTY B - RECEIVER PASSPORT COPY

(INSERT COPY)

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ANNEX 2

SENDER - CERTIFICATE OF INCORPORATION
(INSERT COPY)

ANNEX 2 - CONTINUED

RECEIVER - CERTIFICATE OF INCORPORATION
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ANNEX 3**IPIP BANK DETAILS****SENDER BANK SERVER DETAILS – PARTY A**

| | |
|-----------------------|---|
| 1. SENDER NAME | |
| 2. OPERATIVE ADDRESS | |
| 3. REG.ID NUMBER | |
| 4. REPRESENTED BY | |
| 5. PASSPORT NUMBER | |
| 6. ISSUE/EXPIRY DATE | |
| 7. ISSUED COUNTRY | |
| 8. BANK MANAGER | |
| 9. BANK PIN & TITLE | |
| 10. BANK NAME | DEUTSCHE BANK AG |
| 11. BANK ADDRESS | TAUNUSANLAGE 12, 60325 FRANKFURT, GERMANY |
| 12. SWIFT CODE | DEUTDEFF |
| 13. IDENTITY CODE | |
| 14. ACCOUNT NAME | |
| 15. FURTHER CREDIT TO | |

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| | |
|----------------------------------|---|
| 16. ACCOUNT NUMBER | |
| 17. SORT CODE | 678 691 681 |
| 18. RECEIVING SERVER ID | AS9171 |
| 19. RECEIVING SERVER IP | 193.150.166.0/24 193.150.166.0/243 |
| 20. GLOBAL SERVER ID | AS8373 |
| 21. GLOBAL SERVER IP | 193.150.166.0/24 193.150.166.0/243 |
| 23. COMMON ACCOUNT NO | 947259564 |
| 24. GLOBAL ID | AS8373 |
| 25. GLOBAL IP | 193.150.166.0/24 193.150.166.0/243 |
| 26. TRANSACTION CODE | USCSY-GOSB:DBFF100T:EUR/GG24314 |
| 27. UNIQUE TRANSACTION REFERENCE | DEUT997856743216 |
| 28. IMAD | 1832015DEUTDEFFXX953480100 |
| 29. CLEARING HOUSE ACCOUNT | (SECURED)DEUT-HEBA37890672 |
| 30. WTS SERVER | S020005636 |
| 31. URL | HTTPS://IPBANKINGDB2.DB.COM/PRIVATE/INDEX.DO?LOGGEDON&LOCALE-ENDB&NAVLB_EBCH=4915.9867 |
| 32. CURRENCIES | EURO |
| 33. EURO ACCOUNT NO | REF.100 4560 199 01 |
| 34. DTC CLIENT ACCOUNT | 2164 |

ANNEX 3 - CONTINUED

IPIP BANK DETAILS

RECEIVER BANK SERVER DETAILS – PARTY B

| | |
|-----------------------|--|
| 1. RECEIVER NAME | |
| 2. OPERATIVE ADDRESS | |
| 3. REG.ID NUMBER | |
| 4. REPRESENTED BY | |
| 5. PASSPORT NUMBER | |
| 6. ISSUE/EXPIRY DATE | |
| 7. ISSUED COUNTRY | |
| 8. BANK MANAGER | |
| 9. BANK PIN & TITLE | |
| 10. BANK NAME | |
| 11. BANK ADDRESS | |
| 12. SWIFT CODE | |
| 13. IDENTITY CODE | |
| 14. ACCOUNT NAME | |
| 15. FURTHER CREDIT TO | |
| 16. ACCOUNT NUMBER | |

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| | |
|----------------------------------|------|
| 17. SORT CODE | |
| 18. RECEIVING SERVER ID | |
| 19. RECEIVING SERVER IP | |
| 20. GLOBAL SERVER ID | |
| 21. GLOBAL SERVER IP | |
| 23. COMMON ACCOUNT NO | |
| 24. GLOBAL ID | |
| 25. GLOBAL IP | |
| 26. TRANSACTION CODE | |
| 27. UNIQUE TRANSACTION REFERENCE | |
| 28. IMAD | |
| 29. CLEARING HOUSE ACCOUNT | |
| 30. WTS SERVER | |
| 31. URL | |
| 32. CURRENCIES | EURO |
| 33. EURO ACCOUNT NO | |
| 34. DTC CLIENT ACCOUNT | |

ANNEX 4

TRANCHE SCHEDULE

| | |
|--------------------------------|---|
| DELIVERY MODE | SWIFT IP/IP CASH FUNDS SPECIAL TRANSACTION |
| FIRST TRANCHE / TRIAL CONTRACT | €49,000,000.00 (FORTY NINE MILLION EURO) |
| SECOND TRANCHE | €1,000,000,000.00 (ONE BILLION EURO) |
| THIRD TRANCHE | €14,999,000,000.00 (FOURTEEN BILLION NINE HUNDRED NINETY NINE MILLION EURO) |
| TOTAL FACE VALUE | UP TO €100,000,000,000.00 (ONE HUNDRED BILLION EURO) WITH ROLLS & EXTENSION |
| SUBSEQUENT TRANCHE | TO BE MUTUALLY AGREED AND DEFINED BETWEEN THE PARTIES |
| FUND DISTRIBUTION RATIO | 25/60 |
| SHARING RATIO TO | 25% (TWENTY FIVE PERCENT) |

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| | |
|----------------------------------|---|
| SENDER | |
| SHARING RATIO TO RECEIVER | 15% (FIFTEEN PERCENT) |
| RATIO OF TOTAL COMMISSION | 5% (FIVE PERCENT) GROUP 1 CONSULTANTS 5% (FIVE PERCENT) GROUP 2 CONSULTANTS [UNICOM] 5% (FIVE PERCENT) GROUP 3 CONSULTANTS |
| PAYMENT | THE MONEY TRANSFER FROM PARTY'S B ACCOUNT TO PARTY'A ACCOUNT TO BE DESIGNATED VIA SWIFT MT103 BANK TRANSFER |
| NOTE | IT IS UNDERSTOOD THAT THE AMOUNT AND TIMING OF TRANCHES ARE DEFINED BETWEEN PARTIES |

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ANNEX 5

REMITTANCE INSTRUCTIONS AND BANK DETAILS

LIST OF BENEFICIARIES AND ACCOUNTS FOR REDISTRIBUTION OF CASH FUNDS FOR INVESTMENTS

PARTY - A (SENDER / PROJECT) DESIGNATED BANK DETAILS TO RECEIVE 25% (TWENTY FIVE PERCENT) OF 100% OF EACH TRANCHE VALUE INCLUDING ROLLS AND EXTENSIONS:

| | |
|-----------------------------------|---|
| NAME: | |
| BANK NAME: | |
| BANK ADDRESS: | |
| ACCOUNT NAME: | |
| ACCOUNT NUMBER: | |
| SWIFT CODE: | |
| BENEFICIARIES: | |
| SPECIAL WIRE INSTRUCTIONS: | All Wire transfers shall incorporate below Text Message and a copy of each Bank Wire Transfer slip shall be Emailed to: XXXXXX@gmail.com for legal verification. ALL TRANSFER INSTRUCTIONS SHALL STATE: "Funds are clean and clear, of non-criminal origin and are payable in cash immediately upon receipt by beneficiary's bank with same day's value. "" |

PAYABLE TO PARTY B (RECEIVER) - DESIGNATED BANK DETAILS TO RECEIVE 60% (SIXTY FIVE PERCENT) OF 100% OF EACH TRANCHE VALUE INCLUDING ROLLS AND EXTENSIONS:

| | |
|-----------------------------------|---|
| NAME: | |
| BANK NAME: | |
| BANK ADDRESS: | |
| ACCOUNT NAME: | |
| ACCOUNT NUMBER: | |
| SWIFT CODE: | |
| BENEFICIARIES: | |
| SPECIAL WIRE INSTRUCTIONS: | All Wire transfers shall incorporate below Text Message and a copy of each Bank Wire Transfer slip shall be Emailed to: XXXXXX@gmail.com for legal verification. ALL TRANSFER INSTRUCTIONS SHALL STATE: "Funds are clean and clear, of non-criminal origin and are payable in cash immediately upon receipt by beneficiary's bank with same day's value. "" |

ANNEX 5 - CONTINUED

PARTY A _____

PARTY B _____

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AGENT FOR PARTY - A (SENDER) – PAYMASTER FOR PROJECT #1 DESIGNATED BANK DETAILS TO RECEIVE 2.5% (TWO AND ONE HALF OF ONE PERCENT) OF 100% OF EACH TRANCHE VALUE INCLUDING ROLLS AND EXTENSIONS:

| | |
|-----------------------------------|---|
| NAME: | |
| BANK NAME: | |
| BANK ADDRESS: | |
| ACCOUNT NAME: | |
| ACCOUNT NUMBER: | |
| SWIFT CODE: | |
| BENEFICIARIES: | LS |
| SPECIAL WIRE INSTRUCTIONS: | All Wire transfers shall incorporate below Text Message and a copy of each Bank Wire Transfer slip shall be Emailed to: XXXXXX@gmail.com for legal verification. ALL TRANSFER INSTRUCTIONS SHALL STATE: "Funds are clean and clear, of non-criminal origin and are payable in cash immediately upon receipt by beneficiary's bank with same day's value. "" |

AGENT FOR PARTY - A (SENDER) – PAYMASTER FOR PROJECT #2 DESIGNATED BANK DETAILS TO RECEIVE 2.5% (TWO AND ONE HALF OF ONE PERCENT) OF 100% OF EACH TRANCHE VALUE INCLUDING ROLLS AND EXTENSIONS:

| | |
|-----------------------------------|---|
| NAME: | |
| BANK NAME: | |
| BANK ADDRESS: | |
| ACCOUNT NAME: | |
| ACCOUNT NUMBER: | |
| SWIFT CODE: | |
| BENEFICIARIES: | SECU |
| SPECIAL WIRE INSTRUCTIONS: | All Wire transfers shall incorporate below Text Message and a copy of each Bank Wire Transfer slip shall be Emailed to: XXX@protonmail.com for legal verification. ALL TRANSFER INSTRUCTIONS SHALL STATE: "Funds are clean and clear, of non-criminal origin and are payable in cash immediately upon receipt by beneficiary's bank with same day's value. "" |

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ANNEX 5 - CONTINUED**AGENT FOR PARTY - B (RECEIVER) – PAYMASTER #1 DESIGNATED BANK DETAILS TO RECEIVE 5% (FIVE PERCENT) OF PAYMENT OF FACE VALUE INCLUDING ROLLS AND EXTENSION:**

| | |
|-----------------------------------|---|
| NAME: | |
| BANK NAME: | |
| BANK ADDRESS: | |
| ACCOUNT NAME: | |
| ACCOUNT NUMBER: | |
| SWIFT CODE: | |
| BENEFICIARIES: | UNICOM |
| SPECIAL WIRE INSTRUCTIONS: | <p>All Wire transfers shall incorporate below Text Message and a copy of each Bank Wire Transfer slip shall be Emailed to: XXXXXX@gmail.com for legal verification.</p> <p>ALL TRANSFER INSTRUCTIONS SHALL STATE: "Funds are clean and clear, of non-criminal origin and are payable in cash immediately upon receipt by beneficiary's bank with same day's value. ""</p> |

AGENT FOR PARTY - C (RECEIVER) – PAYMASTER #1 DESIGNATED BANK DETAILS TO RECEIVE 5% (FIVE PERCENT) OF PAYMENT OF FACE VALUE INCLUDING ROLLS AND EXTENSION:

| | |
|-----------------------------------|---|
| NAME: | |
| BANK NAME: | |
| BANK ADDRESS: | |
| ACCOUNT NAME: | |
| ACCOUNT NUMBER: | |
| SWIFT CODE: | |
| BENEFICIARIES: | OPEN GROUP 3 |
| SPECIAL WIRE INSTRUCTIONS: | <p>All Wire transfers shall incorporate below Text Message and a copy of each Bank Wire Transfer slip shall be Emailed to: XXXXXX@gmail.com for legal verification.</p> <p>ALL TRANSFER INSTRUCTIONS SHALL STATE: "Funds are clean and clear, of non-criminal origin and are payable in cash immediately upon receipt by beneficiary's bank with same day's value. ""</p> |

I, Mr. XXXXX, Director of XXXXX (Party B), hereby commit that the disbursement of funds to

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Sender and Agents and Intermediaries as identified within this Agreement will be honoured timely. All transfers shall state "Funds are clean, cleared and are not of criminal origin and are payable in cash immediately upon receipt by Beneficiary bank".

| | |
|--|----------------|
| <u>AGREED AND ACCEPTED FOR AND ON BEHALF OF PARTY-B</u> | |
| <u>AS RECEIVER FIDUCIARY PAYMASTER</u> | |
| | |
| PAYMASTER NAME | XXXXXX |
| REPRESENTED BY | |
| COUNTRY OF ISSUE | |
| PASSPORT NO. | |
| DATE OF ISSUE | |
| DATE OF EXPIRY | |
| DATE | March 26, 2021 |

ANNEX 6**DECLARATION - IRREVOCABLE FEE PROTECTION**

I, **Mr. XXXXX**, the undersigned, PAYOR, acting with full personal responsibility, and as Director of XXXXX Company (Party B), hereby irrevocably and unconditionally, without protest or notification, without prejudice, recourse, or delay guarantee to pay the fees entitled to the beneficiaries listed within this Agreement document, via SWIFT Wire transfer, at the time of funding of each and every tranche of the transaction in amount of **50% (FIFTY Percent) of 100% (ONE Hundred Percent)** of each tranche value received. This Fee Agreement is our irrevocable Pay Order to the intermediaries and is and shall remain an integral part of the contract between Party A (Sender) and Party B (Receiver).

This Fee Agreement-Pay Order, if transmitted by facsimile or electronic mail shall be considered an original, and a legally enforceable document. Generally recognized International Standards of Non-Circumvention and Non-disclosure are applicable for a period of Five (5) years from the date of this document or the last date of the contract including any renewals, extensions and additions are fully completed and we agree to respect those. We hereby declare that we are fully aware that the information received from you is in direct response to our request and is not in any way considered or intended to be a solicitation of funds of any sort, or any type of offering, and is intended for our general knowledge only. We hereby affirm, under the pains of penalty of perjury, that we have requested information from you and your organization by our

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choice and free will, and further that you have not solicited us in any way.

Parties to this Agreement are independent contractors and all contemplated payments and/or disbursements hereunder are divided interests. Nothing within this Agreement construes or creates a partnership or employer/employee relationship between or among the parties hereto. All taxes, federal, state or other are the independent responsibility of each of the parties hereto.

The above stated codes and any other identification codes shall remain the same and shall not be changed until this transaction including any renewals, extensions and additions are fully completed and we agree to respect those. The transaction code may be amended only by agreement between all parties hereto. This transmission via facsimile will be accepted as an original and I confirm that I have authority to execute this Pay Order. This Fee Agreement and Pay Order shall be delivered to our bank and a copy will be forwarded to all beneficiaries.

ANNEX 6 - CONTINUED

ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARY'S BANK, SAME DAY VALUE." SAID TRANSFER IS DONE WITH FULL BANK RESPONSIBILITY AND WE ARE SATISFIED AS TO THE SOURCE OF FUNDS TRANSMITTED, WHICH ARE GOOD, CLEAN, CLEARED, OF NON-CRIMINAL AND NON-TERRORIST ORIGIN, ARE DERIVED THROUGH COMMERCIAL SERVICES RENDERED TO SENDER. SAID FUNDS ARE FOR IMMEDIATE CREDIT, INSTANT CASH PAYMENT AND SAME DAY VALUE.

SIGNED THIS 16TH DAY OF SEPTEMBER, 2020 IN REFERENCE TO:

CONTRACT No:

Transaction Code:

Agreement Number:

"ACCEPTED AND AGREED WITHOUT CHANGE"

Signed and Accepted by Party B
XXXXXXXXX LTD

Accepted by Pay Master for Party B

/s/ _____

/s/ _____

| | | | |
|-----------------|----------|-----------------|----------|
| Represented By: | MR. | Represented By: | |
| Title: | Director | Title: | Director |

PARTY A _____

PARTY B _____

Transaction Code:

Agreement Number: SDTC-2020-09-001

Date of Execution Agreement: 26 March 2021

| | | | |
|-----------------|--|-----------------|--|
| Passport No: | | Passport No: | |
| Issue Date: | | Issue Date: | |
| Expiry Date: | | Expiry Date: | |
| Country: | | Country: | |
| Signature Date: | | Signature Date: | |

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

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)

ANNEX 6 - CONTINUED

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."

ELECTRONIC TRANSMISSIONS:

Each party is to sign and initial this Agreement and send copies to the other party via Electronic Mail and shall be considered the same as an original. When each party has completed copies of this Electronic Mail from the other party, the Agreement is considered to be finalized by all parties. The parties consent and agree to be bound contractually by electronic communications relative to the matters addressed in this Agreement. By executing this Agreement both parties acknowledge that they have the hardware and software required to receive and transmit communications (emails and email attachments) electronically to each other, in generally acceptable business formats (such as, but not limited to, Microsoft Excel PowerPoint). Both parties specifically agree to do business with each other electronically.

The Parties hereto covenant and agree that each of them will execute such other and further instruments and/or documents as may become reasonably necessary so as to effectuate the purpose of this Agreement.

In Witness whereof the Parties have executed this Agreement the date first above.

END OF DOCUMENT

PARTY A _____

PARTY B _____