

PRIVATE AND CONFIDENTIAL

**AGREEMENT ON DELIVERY OF CASH FUNDS
FOR INVESTMENTS VIA IP/IP TRANSFER VIA IP/IP CODE
SERVER № _____**

**Between
XXXXXXXXXXXXXXXXXX**

(The Sender)

And

Φ π

(The Receiver)

Unity In Diversity

Graaleo 2018

Dated on XXXXXX 2020.

**AGREEMENT ON DELIVERY OF CASH FUNDS FOR INVESTMENTS
VIA IP/IP TRANSFER VIA IP/IP CODE SERVER № _____**

THIS AGREEMENT ON DELIVERY OF CASH FUNDS FOR INVESTMENTS | VIA IP/IP TRANSFER VIA IP/IP CODE SERVER № _____ (HERE IN AFTER REFERRED TO AS AGREEMENT) IS MADE BY AND EFFECTIVE ON THIS XXXXXXXXX BETWEEN;

Party A1 – Sender

Corporate Name	
Business Address	
Business Reg. No.	
Represented By	
Title	
Passport Number	
Date of Issue	
Date of Expiry	
Country of Issue	

_____, hereinafter referred also as “**Party A1**”, on one side, represented by, president of the company at the address, _____ having all necessary power and authority, and acts according to existing laws to conclude the present agreement.

Party B1- Receiver

Corporate Name	
Business Address	
Business Reg. No.	
Represented By	
Title	
Passport Number	
Date of Issue	
Date of Expiry	
Country of Issue	

XXXXX, having all necessary power and authority, and acts according to existing laws to conclude the present agreement, _____ and _____ hereinafter referred to as, individually, the “**party**” and, collectively, as the “**parties**”.

1. Recitals & Representations

1.1 **Whereas**, in consideration of the promises and the mutual covenants, warranties, terms and conditions herein contained and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree and state that they wish to enter into this agreement to perform all necessary services with respect to the following financial transaction for the delivery of the fund via IP/IP server for the investment reason; **and**

1.2 **Whereas, Party A1** as **sender** is holding an account at **IP/IP Account** with cash funds to be transferred to **Party B1** as **receiver** designated account via **IP/IP** server for the purpose of investments **and**

1.3 **Whereas receiver** is ready, willing and able to draw down or pull out Said funds in to its designated account via **IP/IP** server and to execute the distribution and transfer of the said funds to the designated parties and bank accounts via **swift message MT101 on process “urgent: same day wire”** in accordance with the terms and conditions set forth herein this agreement ;**and**

Whereas, in conjunction with this agreement, the receiver, represented by, authorized signatory of the receiver hereby issues this payment undertaking and irrevocably guarantees, with full corporate responsibility and authority, under penalty of applicable perjury laws, and agrees to pay, upon satisfaction of the conditions precedent set forth herein by the sender, to the sender or funds **sender’s paymaster FIFTY percent (50%)** of the total contract value or a maximum amount up to and not exceeding € _____ (**Euros**).

This payment undertaking is irrevocable, unchangeable, unconditional, and divisible, which undertaking is valid for all rollovers, extensions, renewals and additions to the above referenced transaction, and any new contracts or transactions between sender and receiver (including any of their affiliates) for a period of one (1) years; **and**

1.4 **Whereas**, the parties have special experience/opportunity in the areas of banking and interbank screen transactions necessary for execution of this transaction ; **and**

1.5 **Whereas the parties** confirm that receivers respective bank officers are fully aware of the referenced transaction, and ready to adhere to proceed within terms and conditions as set forth herein this agreement. **The parties** may deposit this signed service agreement with their respective banks handling this **IP/IP** transaction ; **and now therefore**, in consideration of the premises and mutual covenants and conditions stated hereinafter, **the parties** agree to be legally bound to perform under the following terms, conditions and procedures.

Note: Sender should before the transfer IP/IP to receiver of the your officer swift mt199 for now officer receiver and ready officer about the time first transfer.

2. Description of the funds

2.1 Sender's Statement

Sender represents and warrants that it has full corporate responsibility permission to enter into this agreement. It hereby declares under penalty of perjury that the funds are good ,clean clear ,funds, obtained from non-criminal business activities, not from any illegal drug traffic or money laundering activities, terrorist group or association and neither from any other criminal activity ,free any liens, taxes, encumbrances and third party interest.

2.2 The cash funds in the total amount of **€50,000,000,000,000.00 (FIFTY TRILLION Euros)**,are available to transfer from the **Sender's** bank account to the **Receiver's** bank account via IP/IP server according to procedure described herein this agreement. **Sender** is ready to provide all necessary codes to **Receiver** to pull out the funds according to procedure herein described.

1	Instrument	INVESTMENT TRANSFER VIA IP/IP CODE IP/IP
2	Total Face Value	€0,000,000,000,000.00 (Total FIFTY TRILLION Euros Euros Only)
3	First tranche	€,000,000,000,000.00(ONE TRILLION Euros Only) Receiver can edit this
4	Second tranche	TBA
5	Third tranche	TBA
6	Sharing Ratio	% To Party A1 - Sender
8	Sharing Ratio	% To Party B1 - Receiver
10	Delivery	Draw down using codes provided
11	Payment	Swift MT101 wire transfer or bank pay order
12	Note	It's understood that the amount and timing of tranches are defined between the bank officers, and set by the Euro-Zone Banking rules and regulations.

2.3 By signing this agreement, **sender** represents and warrants that it is granted to **receiver** and its designated parties, full legal authority to download said cash funds via IP/IP server and distribute and transfer cash funds via swift message MT101, as per agreed terms and conditions in this agreement.

3. Allocation of the fund

3.1 **50%** (FIFTY percent) of the cash funds downloaded shall be disbursed to the sender nominated bank account or newly opened account by receiver's banker for the sender and as per IMFPA.

3.2 **5%** (FIFTY percent) of the cash funds shall be paid to the **receiver's** bank account.

- 3.3% (..... percent) of the cash fund shall be paid to **Sender's Consultants** nominated bank account.
- 3.4 **XX%** (XXXX percent) of the cash fund shall be paid to **Receiver's Consultants** nominated bank account.
- 3.5 After the first tranche has been concluded, if additional tranches are available, they shall be mutually agreed in writing, by **the parties** or their legal representatives and executed until the full amount has been reached and exhausted. **The parties** will then mutually decide to renew this agreement and commence accordingly or cease to work together. Distribution of the profit occurs depending on participation of **the parties** or by the arrangement on the basis of appendices or reports being an integral part of this agreement.
- 3.6 Receiver agrees to do full and final payment to the nominated bank account of the Sender and all involved parties as Consultants according to this agreement within 48 hours after its respective bank has received and credited the funds in their bank account.

4. **Step-by-step transaction procedure**

- 4.1 The Parties assign, set over and convey to each other all necessary information, codes and documentation and complete the all details in the contract. Both parties warrant and attest under risk and penalty of perjury that all financial, personnel and corporate information provided subject to this contract are accurately represented by the parties. This agreement shall be binding upon all the aforementioned obligation has e been satisfied, and the all necessary information and documentation mutually provided and approved by the parties.
- 4.2 The Parties execute, sign and seal this IP/IP service agreement for the distribution of received cash fund between the participants for the purpose of project investment, which thereby automatically becomes a full commercial recourse contract. This agreement along with the IMFPA can be lodged with each party's respective transactional banks.
- 4.3 Prior to operational commencement of IP/IP transaction, the both parties shall communicate with each other to establish a suitable window time with the aim of verifying the fund.
- 4.4 **Sender** primarily is obligated to provide to **Receiver** all necessary details (account, password, id code etc.), where **receiver will open new account for sender receive the funds** and needed for the receiver in order for the funds

to **sender's** paymaster are good ,clean ,clear, funds, obtained from non-criminal business activities, not from any illegal drug traffic or money laundering activities, terrorist group or association and neither from any other criminal activity, free any liens, taxes, encumbrances and third party interest.

4.10 If additional tranches are available, they shall be mutually agreed in writing, by the **parties** or their legal representatives and executed according to the procedure described above, until the full amount has been reached and exhausted.

5. Communication principle and procedure

5.1 The following procedure must be strictly and hereto, as well as agreed, by the sender and /other receiver to work out the transaction. This is the procedure that must be followed:

5.2 **This is a IP/IP, screen-to-screen transaction only. There will be no contact with or between the banks or the bank or the sender. No faxes, no letters, no e-mails, no telephone calls and no swifts in the IP/IP transaction. All communications will take place on the server screens only upon commencement of IP/IP transaction. No exceptions, E-mail attachments of this document, when duly executed are to be considered originals and binding documents.**

5.3 The **receiver** has to pre-advise the **sender** within **24hours** before the download. After download, **receiver** must provide immediately and without delay the copy of the screen shot or slipping check of the executed. Transfer from **receiver's** email to the **sender's** email.

5.4 **Within24 hours** after download, **receiver** must provide the copy of the bank statement (screen-shot transaction) of the executed transfer from **receiver's** email to the **sender's** email. **Receiver** has to send for each **swiftMT103/202**, the copy of all swift bank report from the **receiver's** email to the **sender's** email.

6. Warranties of the parties

6.1 **Sender** warrants that its bank IP/IP Account # _____ (**Bank** _____), located at _____) has represented with full bank responsibility that the underlying cash funds on the interbank screen are good, clean, clear fund, obtained from non-criminal business activities, not from any illegal drug traffic or money laundering activities, terrorist group or association and neither from any other criminal activity, free of any liens taxes

and encumbrances, and are freely available to **receiver** under the terms & conditions as describe in this agreement.

6.2 **Receiver** warrants that its bank shall unblock/download the funds on the interbank screen and returns as agreed percentage to the **Sender** designated bank along with all other agreed pay out to the consultants' bank accounts within 48 hours from downloading the funds without any pledges, encumbrances and free of any other deductions as describe herein this agreement.

6.3 **The parties** strictly observe conditions of this contract, agreements, reports and additions and to provide all necessary information on the course of validity of this agreement.

6.4 **Sender** shall not be liable or requested by **receiver** or by its bank to provide for any sort or any kind of proof or other evidentiary support for such funds, the only requested items shall be the access, block and download codes which shall be provided by **sender**, which shall be top confidential and to be kept with top secrecy by party b and by its bank now and for one year from now, and not to be shown or given to any third party at all for whatever reason. If such happened, **receiver** shall be liable for any un-authorized downloads for such funds outside this agreement or by any other bank might be used now or in future for the next two (2) years in case such been made or tried without the written approval by **sender** the owner of these codes.

7. **Special provision**

7.1 **Taxes, institutional cost:** both parties, individually and separately, shall bear responsibility and accepts liability for applicable payments of any tax, imposts, levies, duties of charges and any other institutional coststhat may be applicable during the fulfillment of their respective roles, obligations and duties under this agreement.

7.2 **Assignment:** none of the party shall assign or transfer their rights or duties in this agreement without the expressed written consent by the other party. Any transfer or assignment made without such consent shall not relieve the transferor or assignor of their duties or obligations pursuant to this agreement, and the assignment and transfer shall be considered null and void.

7.3 **Free will:** the parties to this agreement hereby state and declare that each party is free from any undue influence, coercion or misrepresentation of any kind, and has voluntarily entered into this agreement.

- 7.4 Each of the parties agrees to indemnify, defend, protect and hold each other and its affiliates, subsidiaries, officers, directors, shareholders, employees, agents, representatives and their successors and assigns, free and harmless from and against, any and all expenses and losses incurred or suffered by them relating to or arising out of or in connection with:
- (a) claims of third parties claiming compensation, commission or expenses for services as a broker or finder related to this agreement, the other transaction documents or the transactions contemplated thereby;
 - (b) any breach of or any inaccuracy in any representation or warrant made by in this agreement or any other transaction document; and
 - (c) any breach of or failure by to perform any covenant or obligation of the parties set forth or contemplated in this agreement or any other transaction document, except in those instances of fraud and willful neglect.

Standard terms and conditions

8. Contract commencement

- 8.1 The parties, hereby agree that this agreement shall come into force on the signing date by all of the parties' authorized representatives and remain full force and effect until the obligation of each party have been totally fulfilled. This contract shall be biding upon the parties, signatories, their corporate officers, heirs, successors and assigns, agents, principals, attorneys and all associated parties involved in this contract transaction.

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.

- 8.2 This agreement constitutes the legal, valid and binding obligation of such party enforceable in accordance with its terms.

9. Force and effect

- 9.1 This contract shall be biding upon and for the benefit of the parties hereto and their respective successors and assigns. This agreement is made solely and specifically between and for the benefit of the parties here to and their respective members, successors and assigns subject to the express provisions here of relating to successors and assigns. No other person

whatsoever shall have any rights ,interest, or claims hereunder or been titled to any benefits under or on account of this agreement as a third-party paymaster or otherwise.

10. Non-solicitation

10.1 The parties hereby confirm and declare that 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.

10.2 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 “include 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.

11. Applicable Law, jurisdictions, venue, arbitration

11.1 Unless otherwise stated herein, this agreement shall be governed by and construed under the laws of England and wales and the venue for jurisdiction for any disputes arising out of or in connection with this contract shall be England and wales, hearing can be in any court of this jurisdiction so appointed by the aggrieved party. The language of any such action shall be English.

11.2 Any dispute, controversy or claim arising out of or relating to this agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the arbitration Laws of ICC.

11.3 The parties hereto agree that the “fair trial” doctrine found in article 6 of the European convention for the protection of human rights and fundamental freedom, which is deemed to be incorporated by reference into this clause, should be applied under this agreement and, that proceedings in a court of justice, or arbitral tribunal, to determine the rights and obligations of parties over whom that court, or arbitral tribunal, has no jurisdiction do not constitute due process of law.

- 11.4 The parties hereto acknowledge and agree that any discrepancy and/or dispute in application of this agreement will be solved amicably, but if this is not possible, the arbitration procedure is to be followed. The place of arbitration shall be at London, United Kingdom. The number of arbitrators shall be three (3). The appointing authority shall be the secretary-general of the permanent court of arbitration at The Hague. The language to be used in the arbitral proceeding shall be English. Judgment upon the award rendered by the arbitrator may be entered in any court for a judicial acceptance of the award and an order for enforcement, as the case may be. In the event that the arbitrator enters a judgment, it shall be considered final and binding and the parties hereto agree to be bound, irrevocably, by the arbitrator's finding of law and interpretation of this agreement.
- 11.5 In any action or proceeding to enforce this agreement, whether in arbitration or in any proceeding at law or in equity, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs associated with such action, in addition to such other relief to which such party may be entitled.

12. Confidential Information and Security

- 12.1 The parties acknowledge that, in the course of the operation of this agreement, each shall receive or learn from the other party certain confidential business and technical information including, without limitation to banking and the sources of private capital.
- 12.2 Each party further acknowledges that information to be furnished by the other party hereto is valuable property belonging to the disclosing party and that the improper disclosure of such information would irrevocably damage the business and property of the disclosing party. In connection with this agreement hereunder, the one (first) party will provide the other (second) with the sensitive information concerning the designated bank(s) server codes, originating in writing by the first party and it is designated as confidential which the second party hereby agrees to treat as "confidential" and "private and secret" the "confidential information" and that they will not disclose it to anyone, other companies, enterprises, institutes or persons.
- 12.3 This agreement operates under the strictest applications of the normal terms and conditions of confidentiality, non-disclosure and non-circumvention as used in standard business practice and ethical behavior in this industry. Such maximum care and consideration for the other party shall be manifested at all times by the other party in the carrying out of its respective duties and responsibilities in association with this agreement.

12.4 Receiver understands and agrees that any confidential information disclosed to them by the sender pursuant to this agreement is secret, proprietary and of great value to the sender which value may be impaired if the secrecy of such information is not maintained. Receiver further agrees that, they will take reasonable security measures to preserve and protect the secrecy of such “confidential information” and will hold such information in trust and not to disclose such information, either directly or indirectly to any person or entity during the term of this agreement or any time following the expiration or termination hereof; provided, however, that the second party may disclose the confidential information to an assistant, agent or employee who has agreed in writing to keep such information confidential and to whom disclosure is necessary for the providing of services under this agreement, and a signed copy of said written agreement is to be provided to the second party for their record.

13. Non-circumvention and non-disclosure (NCND)

13.1 Both parties are to be bound and to abide by the non-circumvention non-disclosure rules of all issues by the ICC, last edition of which shall apply to this transaction for a period of two (2) years, no matter whether direct or indirect.

13.2 This agreement shall be respected and honored by all parties at all times and no attempt or hint of circumvention will be permitted by either party or parties, or its agents, employees, assignees, guarantors, officers, directors or any other third party. The parties understand and agree that any overt or covert action of circumvention and/or disclosure of this agreement shall constitute a serious trespass of trust and legality, and will be subject to judicial action, recompense and punitive damages as awarded by legal process, but specific benefits accrued or earned shall be subject to penalties. The terms of this paragraph shall survive this agreement for a period of five years from the date of its termination.

14. Force majeure

14.1 When any failure or delay occurs under this agreement which is reasonably beyond the control of either party hereto, including, without prejudice, to the generality of the forgoing failure or delay caused by or resulting from strikes, fire, floods, severe weather conditions, wars (whether declared/undeclared), riots, destruction of embargoes, accidents, restrictions, quotas by any governmental authority (including allocation, requisitions, currency restrictions and price controls), the term(s) of this agreement may be extended accordingly, provided that the party claiming such failure or delay (i) gives the other party full and proper written notice within twenty-four (24) hours after

such failure or delay setting forth the full details regarding or relating to such failure or delay.

14.2 Any such claim must be made in good faith and is subject to rejection by the other party, which rejection must be timely and made, in writing, with full details for the reasons for such rejection. Any dispute regarding the claim of failure or delay may be submitted.

14.3 The “Force Majeure” exception clause of the International Chamber of Commerce (ICC publication No. 421) is hereby incorporated and made an integral part of this agreement. Any party cannot be held in default if the reason is caused by force majeure.

15. EDT- Electronic document transmittal & counterparts

15.1 This contract is not allowed to be copy or reprint in any cause without proper permission from sender. All facsimile/ electronic transmittal/ communications relating to this transaction and which are mutually accepted by the parties, shall be deemed legally binding and enforceable documents for the duration of the transaction.

16. Miscellaneous

16.1 **Notices and language.** The parties hereto hereby agree that the official language of this agreement is English in all of its parts, exhibits, appendixes, addenda and annexes of any kind, and any and all amendments to it must be mutually agreed upon by the parties hereto and must be agreed to, in writing, in English. The parties hereto agree that any notice, designation and consent between the parties shall be in written form, and **English** shall be the language for all such notices, designations, and consents and for all documents and transaction. If documents are translated into another language, only the English version shall be the valid document.

16.2 Documents in other than the English language will not be acceptable. Any translation to another language by either party hereto is done with the full responsibility by that party performing such translation and will not affect the true and accurate interpretation of the meaning of the English language herein. Any change or amendment or addition to this agreement may be valid only by agreement and original signature of both parties.

17. Contract modification

17.1 Any alteration or modification of any part of this document shall have no validity, effect nor force unless and until it is in writing and signed with original signature [electronic generated signature are not accepted] in agreement by all parties' signatories to this contract.

18. Contract amendments

18.1 Any change or amendments of this agreement must be made in writing, in English language and executed and dated by both parties of this agreement as a condition precedent to the implementation of any such change and/or modification.

19. Numbers and gender

19.1 Whenever used in this contract, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a firm, trust, company or corporation all as the context and meaning of this contract may require.

20. Copies of contract

20.1 No copies of this agreement are to be provided to third parties, except one copy to each paymaster in charge of distributing consultancy fee commission to the parties involved.

21. Relevant place of business

21.1 The parties hereto hereby represent and agree that the relevant place of business for each is the location first shown hereinabove as the address for each party.

23. Contract proceeds

23.1 The parties to this contract hereby warrant, promise and confirm that any distribution or proceeds derived from this contract shall not be used in any way for any illegal activity or act, military, criminal or terrorist activity, either directly or indirectly, for the purchase and sale of weapons and/or arms, the funding of terrorism or terrorists, the funding of the manufacture, distribution and sale of illegal drugs, funding of organized crime or single criminal acts, the trafficking of human beings or body parts or for any antisocial, anti-human right or any act that be socially unacceptable in or on any part of the world.

24. Independent contractor and indemnification

24.1 Unless otherwise agreed upon, in writing, between the parties hereto, each party hereto acknowledges that each party is an independent contractor responsible for its own taxes, licenses, and payments of money to any person or entity with whom/which it has entered into a financial arrangement relating to this agreement either prior to or during the term of this agreement.

24.2 Each of the parties is individually liable for payment and discharge of any and all taxes, duties, and charges that may be levied against that party, and for payment of any and all costs that may arise or the party may incur, in the performance of its obligations or arising in any other way whatsoever, in relation to this agreement. Each party hereto hereby agrees to hold the other party harmless from and against any and all claims of any third party arising out of its business activities that are related directly to or not related to the activities set forth in this agreement.

25. Parties independent counsel and financial advisor(s)

25.1 By execution of their signature below, each party hereby acknowledges that it has reviewed the contents of this agreement and also has had said contents reviewed by, and explained to it by, the independent counsel and/or financial advisor(s) of its choice, and that each party understands same and has entered into this agreement based upon such explanation and understanding.

26. Severability

26.1 If any provision of this agreement is deemed invalid or ineffectual by any law and/or regulation after the execution of this agreement, regardless as to whether the provision had been executed or not, the valid and effective provisions of this agreement shall remain in full force.

26.2 In such case, the parties hereto hereby agree to substitute the legally invalid or ineffectual provision with a provision that is in conformity to the legal requirements and is compatible with the original economic intention of the parties, as expressed in the provision substituted. In the event that the parties reach a stalemate and are not able to agree to a substitute provision, then in such event, the parties shall submit the matter to the court under clause 11.1/11.2 herein above.

27. Non-waiver

27.1 No delay, failure or omission of any of the parties hereto at any time to require the performance by the other party of any terms or covenants of this agreement shall in no way affect the full right to require such performance at any time thereafter. The failure of any party to exercise any of its rights

provided under this agreement shall not constitute a waiver of such rights. No waiver of any revision of this Agreement shall be deemed to constitute a waiver of any other or subsequent breach of the same or any other provision hereof.

28. Misrepresentation

28.1 Each of the parties is responsible for the consequences of any of its misrepresentations or commissions and shall indemnify the other parties against any liabilities and costs howsoever arising in respect of any such misrepresentations or omissions.

29. Time of essence

29.1 Each party hereto hereby agrees that time and timely performance is of the essence of this agreement and of the covenants and provisions hereunder.

30. Title and headings

30.1 The article, section and paragraph title and headnotes of this agreement are inserted only as a matter of convenience and for ease of reference only and shall be disregarded for all purposes, including the construction or enforcement of this agreement or any of its provisions.

30.2 In no way confirms, limits, or describes the scope or intent of any section of this agreement, nor in any way affects this agreement. If there is any conflict between headings and the text of this agreement, the text shall control.

31. Exclusivity

31.1 The parties accept and undertake that during the terms of this agreement, they will work exclusively within the scope of works described in this agreement.

32. Assignment of agreement

32.1 This contract is made solely for the benefit of the parties to the contract and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this contract. Unless specifically provided otherwise in this agreement, neither this agreement nor any rights or obligations hereunder may be assigned or transferred (including any assignment or transfer by operation of law or otherwise) by any party without the prior written consent of the other party.

33. Currency

33.1 Any exchange of funds between sender and receiver shall be made in the **Euro, European community currency** in which sender transferred the investment fund; all calculations pursuant to this agreement shall be based on ICC regulations.

34. Survival

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

35. Entire agreement

35.1 This writing contains the entire agreement of the parties hereto and supersedes and replaces all prior communications or representations between them, including, without limitations, the contractual offer, any gentlemen's agreements, memorandums of understanding, and all other circumstances, including the course of negotiations and any written or oral representations, whether such representations are made before or after the execution of this agreement

36. Legally binding

36.1 The undersigned parties hereby acknowledge that they, and each of them, have read this agreement carefully and fully understand the contents herein and agree that signing this agreement constitutes an acceptance of its mutually protective covenants, terms and conditions, and is lawfully binding upon, and inure to the benefit of, the successor and assigns of the respective parties.

37. Multiple originals of agreement

37.1 This agreement may be executed in two (2) counterpart copies, each of which shall be deemed a duplicate original for all purposes, and each of which shall have equal dignity with the other.

37.2 An executed part or counterpart of this agreement, sent electronically by facsimile or e-mail shall be deemed to be an original thereof and binding upon the party who has signed and delivered it.

38. Execution of this agreement

38.1 This agreement is composed of 27 pages, including the signature page, plus six(6) appendixes, which respect to current transaction.

- Appendix 1** : Sender's passport copy
- Appendix 2** : Receiver's passport copy
- Appendix 3** : Sender's server codes for upload
- Appendix 4** : Receiver's server codes for download
- Appendix 5** : Irrevocable Master Fee Protection Agreement (IMFPA)
- Appendix 6** : EDT (Electronic Document Transmissions)

38.2 This contract, when executed, is the full understanding between the parties and supersedes all other understandings between the parties, whether verbal or written, and any such contracts and/or agreements and/or understandings are considered null and void and without force or effect. All statements and representations are true and correct and made without any omission of material fact and with corporate and legal responsibility under penalty of perjury.

38.3 The parties agree that each has had an opportunity to fully and fairly negotiate the terms of this contract and that they have read and understood the contents, the obligations of each party hereto, of the said contract. Both parties confirm that they are empowered, legally qualified and duly authorized by resolution of their board of directors to execute and deliver this contract that they are in full agreement with the contract, and by their initials and signatures are prepared to be fully bound by the terms and conditions set forth herein.

In witness whereof, both parties hereby confirm, that each is fully empowered, legally qualified and duly authorized to execute and deliver this document and to be bound by its terms and conditions, where both parties hereto, irrevocably agree on the advice of adequate counsel and without further reservation to all of the terms and conditions of this present agreement and in acknowledgement thereof, have set their hands and seals.

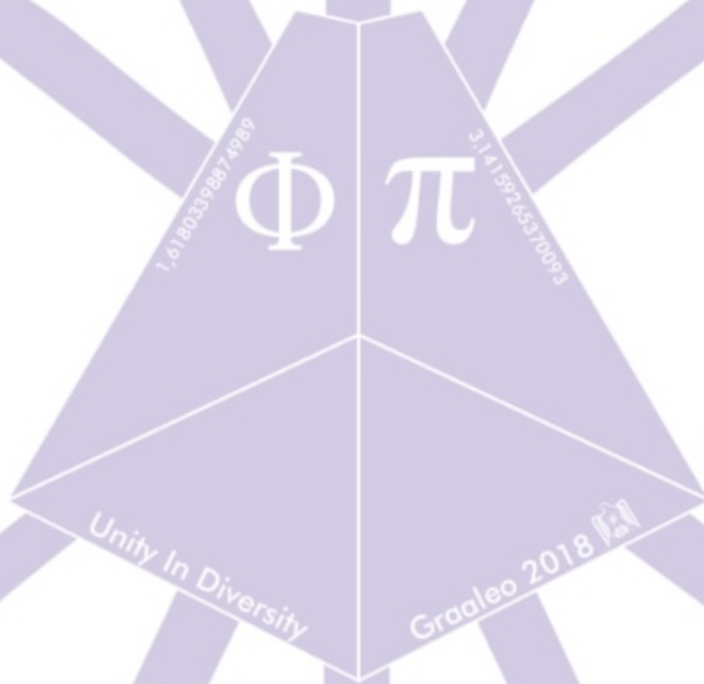
On behalf of Sender:

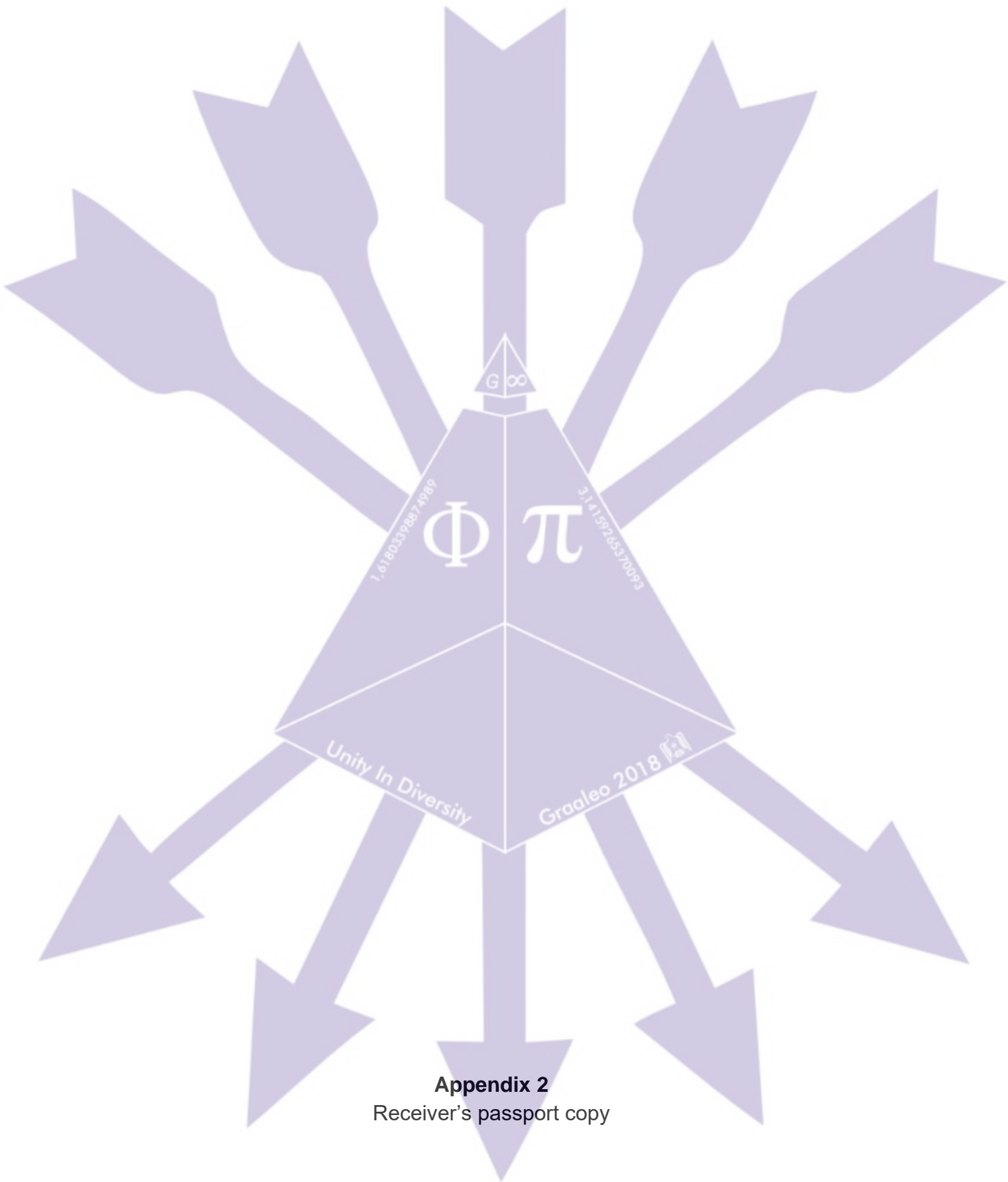
On behalf of Receiver:

<u>SENDER:</u>	<u>RECEIVER:</u>

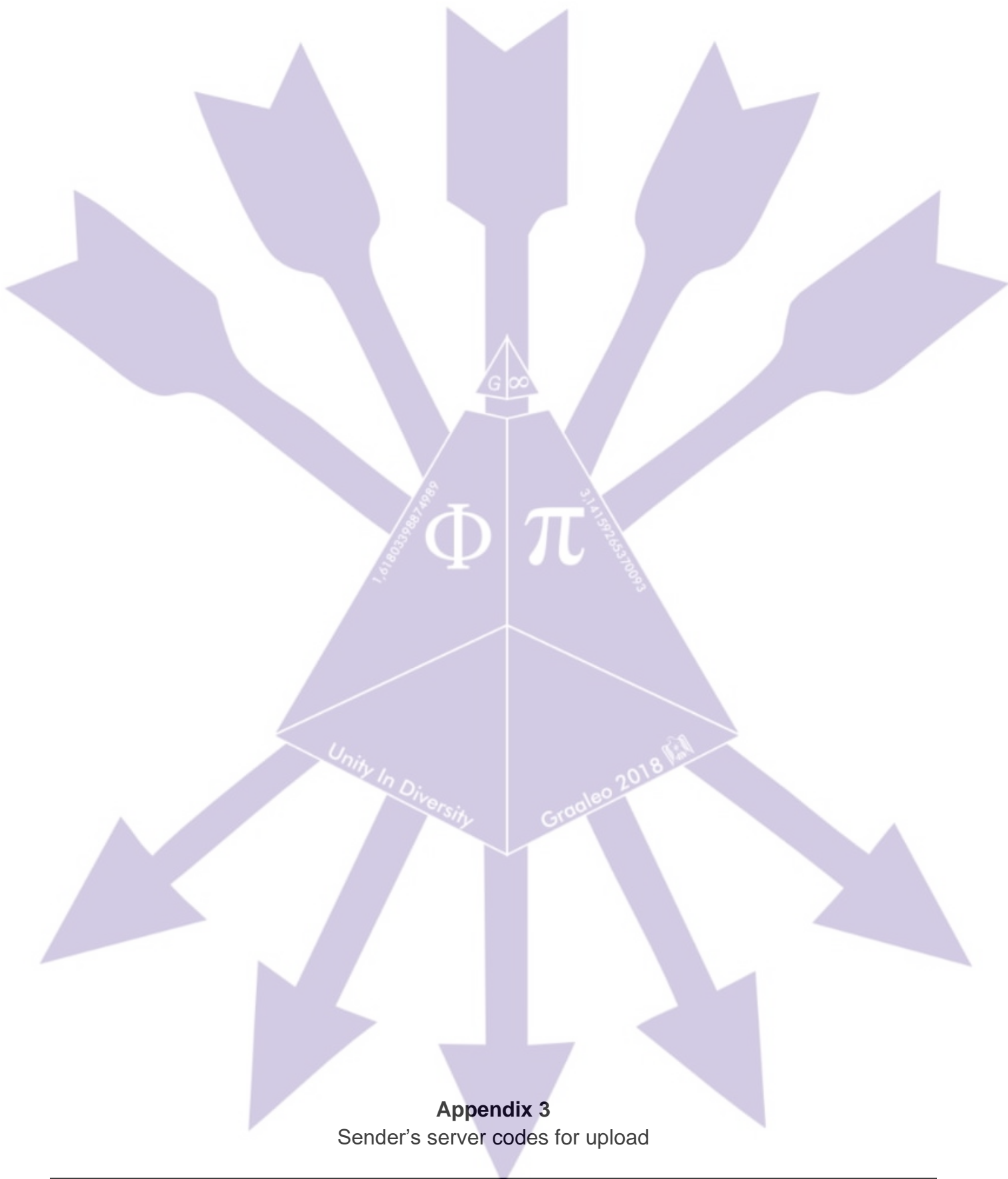
NAME MIRCEA PAKAY & JOAN BUDESCU		NAME:	
COMPANY: SIMS GBR MIRCEA PAKAY • BUDESCU LOAN		COMPANY:	
Passport Number:	CBRUXELH M2023033	Passport Number:	
Country of Issuance:	GERMANY ROMANIA	Country of Issuance:	
Date of Issue:	03.07.2014 04.11.2011	Date of Issue:	
Expiry Date:	03.07.2024 2.11.2021	Expiry Date:	

Appendix 1
Sender's passport copy





Appendix 2
Receiver's passport copy



Appendix 3

Sender's server codes for upload

BANK INSTITUTION	
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BANK ADDRESS	
TRANSACTION CODE	
CLIENT NAME:	
ACCOUNT NUMBER/ WAN:	
BM / SWIFT CODE	
BANK OFFICER NAME:	
BANK OFFICER TEL:	
CLEARING HOUSE CODE:	
GLOBAL SERVER IP:	
GLOBAL SERVER ID:	
IDENTITY CODE	
VTR:	
TRANSACTION CODE 1M	
REFERENCE NO.:	
UNIQUE TRANSACTION NO. (VTR):	
REFERENCE NO.:	
COMMON ACCOUNT NO •	
IDENTITY CODE	
SORT CODE:	
RECEIVING SERVER IPt	
FARM:	
CLIENT NAME:	
USER NAME:	
USER ID:	
PERMIT ARRIVAL MONEY N:	
VITS SERVER:	
LOGON DOMAIN:	
LOGON SERVER:	

**Appendix 4
RECEIVER BANK DETAILS – PARTY B**

1	BANKING INSTITUTIONS	
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Server Transaction No. _____

2	BRANCH / LOCATION	
3	SWIFT CODE	
4	BIC	
5	IBAN	
6	ACCOUNT NAME	
7	ACCOUNT NUMBER	
8	CH NUMBER	
9	COMMON ACCOUNT	
10	IP/IP ACCOUNT	
11	CURRENCY	
12	SERVER ID (ORIGIN)	
13	SERVER IP	
14	TRANSACTION CODE	
15	IDENTITY CODE	
16	UID	
17	IMAD	
18	CLIENT CODE	
19	PIN CODE	
20	PERMIT ARRIVAL MONEY NO.	
21	REFERENCE NO	
22	SORT CODE	
23	CITIBANK REVERSED CODE	
24	CITIBANK CLIENT CODE	
25	REUTERS	
26	TOTAL FACE VALUE	
27	GATEWAY SERVER	
28	CLOSE WINDOW CODE	
29	INTERBANK BLOCKING CODE	
30	BLOCKING CODE	
31	FINAL BLOCKING CODE	
32	ACCESS CODE	
33	RELEASE CODE	
34	FINAL CODE	

Appendix 5

Irrevocable Master Fee Protection Agreement (IMFPA)

Sender and Receiver agree that both Parties' Consultants are entitled to commission

each on the tranche face value Cash Server down load transfer less bank fees. Receiver receipts the payment of 30% of the face value of the discounted Bank Instrument and receiver pays to sender (one groups) commission of **XX% and XX%** of the face value of the Cash Server download transfer and within 48 hours the issuer and all Parties within the agreement shall be paid as per the IMFPA.

The Parties agree that the commission fees stated is compensation for services rendered and are irrevocably and unconditionally guaranteed to be paid by Receiver to both Parties' Consultants listed in this IMFPA by electronic wire transfer.

The commission fees will be free of legal impediment and free of any deductions, excluding bank transfer fees, for this and all subsequent transactions between the Parties.

In consideration of the mutual benefits to be derived by the associated or affiliated individuals, agents, companies, trustees or executors, it is understood and agreed that the Parties hereto are mutually desirous of effecting this business transaction in co-operation with one another for their mutual benefit and all signatory Parties agree to abide by the following terms and conditions:

1. Each party agree that they will not make any contact with, deal with or be involved with individuals, trader and investor introduced by another signatory without specific permission of the introduced signatory for the investor.
2. The signatory agrees to keep as confidential, the identity of and all contacts so provided by any other signatories.
3. The parties hereto agree that all commissions or fees as agreed by the Parties shall be paid in full at the end of every transaction.
4. This Agreement shall be legally binding on the Parties hereto, their principals, employees, representatives, agents and assign in all countries of the world.

The Parties hereto affirm that in every case they will act with the highest standards of ethics and honesty in all their dealings. This Agreement shall be respected and honored at all times, unless otherwise mutually agreed upon and any Party will permit no attempt or hint of circumvention.

Each of the above Parties agrees and understands that any overt or covert action of circumvention prescribed by this Agreement shall be a fraudulent act against the other Party and will be subject to judicial action, recompense for damages, possible punitive damages and injunctive relief imposed by the legal process. Total investment funds, Irrevocable Pay order for Consultants Fees from each and every tranche of this transaction, including any rolls or extensions, to be shared between

Consultants equally as follows:

% (Percent) of face value for PartyA1- sender side:

BANK NAME:	
BANK ADDRESS:	
BANK SWIFT CODE:	
ACCOUNT NAME:	
IBAN:	
BANK OFFICER	
BANK TEL NO.	
BANK OFFICER EMAIL	
BENEFICIARY	
WIRE INSTRUCTIONS	
SPECIAL WIRE INSTRUCTIONS:	All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed to: also as to: for legal verification and documentation pursuant to Patriot Act/Banking regulations with One Original Contract copy to be filed with Bank. 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 CREDIT.

% (Percent) of face value for Party-A2 SENDER side:

Paymaster	
Address & Phone	
Bank Name	
Bank Address	
Bank Phone/Fax	
Signatory Name	
Account Number	
Bank Officer	
SWIFT number	
Routing Number:	
Beneficiaries:	

Special Instructions	<p>1) SAME DAY TRANSFER AND IMMEDIATE CREDIT</p> <p>2) 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.</p> <p>3) PLEASE PROVIDE A COURTESY COPY OF THE PRE-ADVISE SWIFT WIRE CONFIRMATION RECEIPT;</p> <p>5) PLEASE PROVIDE A COURTESY COPY OF THE SWIFT WIRE CONFIRMATION RECEIPT TO::</p>
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% (Three Percent) of face value for Party A3- sender side:

RECEIVER: % (Percent) of face value for Party B1 Receiver side:

Paymaster	
Address & Phone	
Bank Name	
Bank Address	
Bank Phone/Fax	
Signatory Name	
Account Number	
Bank Officer	
SWIFT number	
Routing Number:	
Beneficiaries:	

Special Instructions	
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RECEIVER MANDATE:% (.....Percent of face value for PartyB2 Receiver's side: (Closed)

Company Name	
Company Number	
Company Address	
Phone	
Fax	
Represented By	
Passport Number	
Date Of Issue	
Date Of Expiry	
Bank Name	
Bank Address	
Bank Swift	
Bank Account No	
Account Name	
Special Instructions	All wire transfers shall incorporate below text message and a copy of bank wire transfer slip shall be emailed to: xxx@xxxxxxx and legal verification and documentation pursuant to patriot act / banking regulations with one original contract.

RECEIVER CONSULTANT: ..% (.....Percent of face value for PartyB3 Receiver's side: (Closed)

COMMISSION DUE:	(...%) PER CENT OF TOTAL CONTRACT VALUE WITH R&E
PAYMASTER	
PASSPORT NO	
BANK NAME	
BANK ADDRESS	
ACCOUNT NAME	
ACCOUNT NO	

IBAN:	
Swift Code:	
BANK OFFICER	
PHONE/FAX EMAIL:	
BENEFICIARIES	
PAYMASTER'S SIGNATURE AND SEAL	
NOTE	<p>ALL TRANSFER INSTRUCTIONS SHALL STATE: FUNDS ARE CLEAN AND CLEAR OF NON-CRIMINAL ORIGIN. WIRE WITHIN ONE BANKING DAY UPON RECEIPT BY PAYMASTER'S BANK. ALL WIRE TRANSFER SHALL INCORPORATE ABOVE TEXT MESSAGE AND A COPY OF BANK WIRE TRANSFER SLIP SHALL BE EMAILED TO:</p> <p>NOTE: <i>BENEFICIARY/PAYMASTER CAN CHANGE ANY TIME HIS PROVIDED BANK ACCOUNT ON THIS CONTRACT WITH ANNEX AND INFORM IT TO EUROP DIRECTLY</i></p>

Receiver's confirmation statement:

I, with Passport# issued at _____ on _____ and Expired on _____ hereby agreed and promise to transfers and disbursement funds to all the parties as above in IMFPA within 48 hours upon the transaction has been successfully completed.

On behalf of Sender:

Appendix 6

EDT (Electronic Document Transmissions)

EDT's shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall:

ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, GENEVA, MAY 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT). 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.

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, both parties hereby confirm, that each is fully empowered, legally qualified and duly authorized to execute and deliver this document and to be bound by its terms and conditions, where both parties hereto, have set their hands and seals.

On behalf of Sender:

On behalf of Receiver:

.....
END OF DOCUMENTS*