

MT 103 NORMAL CASH TRANSFER BY T/T WIRE TRANSFER

Agreement number:

Date: September 25, 2023

This Partnership agreement on investment and financial co-operation (hereinafter referred to as the Agreement), is entered into this 2th of September 2023 by and between the following parties:

INVESTOR (SENDER):

COMPANY NAME	
COMPANY ADDRESS	
REGISTRATION NUMBER:	
REPRESENTED BY	
PASSPORT NO.	
ISSUE DATE	
EXPIRY DATE	
COUNTRY	
BANK NAME	
BANK ADDRESS	
ACCOUNT NAME	
ACCOUNT NUMBER	
SWIFT CODE	

Hereinafter referred to as "Investor" or PARTY A

AND

PARTNER (RECEIVER):

COMPANY NAME	
COMPANY ADDRESS	
REGISTRATION NUMBER:	
REPRESENTED BY	
PASSPORT NO.	
ISSUE DATE	
EXPIRY DATE	
COUNTRY	
BANK NAME	
BANK ADDRESS	
ACCOUNT NAME	
ACCOUNT NUMBER	
GPI SWIFT CODE	

Hereinafter referred to as "Partner" or PARTY B

Both together and individually hereinafter referred to as the "Parties"; conclude an agreement with such content:

WHEREAS the Parties hereto are desirous of entering into this Agreement for the purpose of developing investment projects contemplated herein for the mutual benefit only and not for other purposes whatsoever.

INVESTOR

PARTNER

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WHEREAS both Parties hereto warrant that the funds to be transacted, for making the investments, are all good, clean and cleared funds of non-criminal origin, without any traces of illegality or unlawfulness whatsoever.

WHEREAS each Party hereto declare that it is legally empowered, fully authorized to execute and accept this agreement, as well as agrees to be bound by its terms and conditions under the penalty and other consequences.

WHEREAS Investor through its fiduciary bank, where this Agreement will be lodged in and assigned to, confirms and warrants that it has the financial capacity of USD-funds to transact under this Agreement.

WHEREAS the Parties hereto with full corporate responsibility, under the penalty of perjury, declare that they will upon the execution of this Agreement complete the transaction contemplated herein, except on circumstances of force majeure and government sanctions, if such appear. The parties hereto shall not be liable for any failure to perform under the "force majeure" provisions of the ICC, Paris.

WHEREAS both Parties herein agree that each party has the full right to use and choose whatever company more suitable to carry out this assignment, to successfully complete the present transaction.

1. SUBJECT OF AGREEMENT

1.1. In accordance with the provisions of this Agreement and general principles and regulations of the management of the financial resources the Investor instructs, and the "Partner" undertakes to manage investment plans accepted by parties and invested by Investor by this Agreement.

1.2. The Investor's financial resources made available to the "Partner" hereinafter referred to as the "Investments".

1.3. According to the laws of and for execution of the Law of About the regime of foreign international investing for two parties, the subject of this Agreement is a joint investment activity of the Partners, which is not connected with creation of new legal entities, on the following directions: industrial, mining, manufacturing & energy related projects, real estate development & construction projects, aircraft & airline projects, bank guarantees and medium-term notes and placements into precious metals.

1.4. High Contracting "Parties", in order to strengthen bilateral friendly international relations intend to cooperate in the following projects at the expense of own funds and financial opportunities as well as attracting involving partners; promoting involvement in the real economy, and private regional priority investment projects; promoting a balanced and sustainable growing system of financial support for projects and programs in priority areas; minimizing investment and commercial risks involved in the implementation of projects. And also can carry out reinvestment in the objects of the primary investment and other objects of investment and reinvestment.

1.5. Investor makes material investments as reinvestment for **\$378,000.000.00 THREE HUNDRED SAVENTY EIGHT MILLION USD)**

The Agreement is considered to be completed, only when the funds are correctly credited into Partner's designated bank account, and remain **successfully for at least 3 days (72hrs).**

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2. PLANNING OF THE MT 103 NORMAL CASH TRANSFER /BY TT WIRE TRANSFER

Tranche	Amount
1.	
2	
3.	
4.	
5.	
Next	
TOTAL	

ORDER OF FINANCING: DESCRIPTION OF INSTRUMENT(S):

1.	Instrument:	MT 103 NORMAL CASH TRANSFER
2.	Total Face Value:	
3.	Issuing Bank:	
6	TOTAL PAY-OUT% OF THE TOTAL VALUE with distribution shares:
7.	Payment:	TT WIRE TRANSFER “in priority” to designated bank accounts, within 3 days (72 hrs.) from the date of successfully crediting of the MT 103 NORMAL CASH TRANSFER funds into Receiver’s account

3. JOINT ACTIVITIES OF THE PARTIES

3.1. We, the undersigned Parties, hereby with full legal and corporate responsibility, under penalty of perjury, confirm that Investor is ready, willing, and able the investments, and the Partner is ready to receive the investments at the mutually agreed terms and conditions hereof.

3.2. The Parties can extend spheres of investment activity and if necessary make Additional agreements.

3.3. Addendum and changes may be brought to this Agreement by mutual agreement of the Parties, which are to be formed by separate protocols, which, after the signing of “Parties”, are considered as integral part hereof.

4. RIGHTS AND DUTIES OF THE PARTNERS

4.1. Party A and Party B for the purposes of fulfillment hereof:

4.1.1. Develop investment activity for economic and technical projects.

4.1.2. Conclude contracts, agreements, and other agreements necessary for realization of their investment programs.

4.1.3. Acquire export-import quotas and licenses for export and import of commodities and products.

4.1.4. Provide each other with all necessary legal, financial and other documents, related to the fulfillment hereof.

4.1.5. Invest money in their own projects according to their current legislation.

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- 4.1.6. Carry out economic activity to fulfill own investment programs, make debt liquidation on all kinds of expenses, payment of commodities and services, transfers facilities for payment of salaries and other types of rewards, cover all kinds of charges.
- 4.1.7. Attract other legal entities and individuals for the fulfillment of their investment programs under the present Agreement at their sole decision.
- 4.1.8. Provide each other with necessary assistance.
- 4.1.9. Follow and observe the terms and conditions hereof.
- 4.1.10. Keep in a secret all business, technical and commercial information related to implementation hereof.
- 4.1.11. Can add investments during the validity period of the present Agreement, and also can carry out reinvestment in primary investment projects and other investment and reinvestment objects.
- 4.2. Party A for the purposes of fulfillment hereof:
 - 4.2.1. Develops the directions of own investment activity with its economic and technical ground.
 - 4.2.2. Concludes contracts, agreements, and other agreements necessary for realization of its investment programs.
 - 4.2.3. Acquires export-import quotas and licenses for export and import of commodities and products.
 - 4.2.4. Provides Party B with all necessary legal, financial and other documents, related to the fulfillment hereof.
 - 4.2.5. Can invest money during validity of this Agreement according to the current legislation.
 - 4.2.6. Carries out economic activity to fulfill own investment programs, makes debt liquidation on all kinds of expenses, payment of commodities and services, got by each of the Parties, transfers facilities for payment of salaries and other types of rewards, finance all kinds of charges.
 - 4.2.7. Attracts other legal entities and individuals for realization of the investment programs under the present Agreement.
 - 4.2.8. Attracts investments and financial assets, including credit and loan facilities of residents and not residents aimed on execution of investment activity.
- 4.3. Party B for the purposes of fulfillment hereof:
 - 4.3.1. Develops the directions of own investment activity with its economic and technical ground.
 - 4.3.2. Concludes contracts, agreements, and other agreements necessary for realization of its investment programs.
 - 4.3.3. Acquires export-import quotas and licenses for export and import of commodities and products.
 - 4.3.4. Provides Party A with all necessary legal, financial and other documents, related to the fulfillment hereof.
 - 4.3.5. Can invest money during validity of this Agreement according to the current legislation.
 - 4.3.6. Carries out economic activity to fulfill own investment programs, makes debt liquidation on all kinds of expenses, payment of commodities and services, got by each of the Parties, transfers facilities for payment of salaries and other types of rewards, finance all kinds of charges.
 - 4.3.7. Attracts other legal entities and individuals for realization of the investment programs under the present Agreement.
 - 4.3.8. Attracts investments and financial assets, including credit and loan facilities of residents and not residents aimed on execution of investment activity.

5. TOTAL VOLUME OF INVESTMENTS AND ORDER OF FINANCING

Investor's currency: EURO

Total investment amount: **€100,000,000.00 (ONE HUNDRED MILLION EURO)**

Party A is ready to start project financing in the volume and follows the agreed schedule.

Party A provides Party B with funding necessary for implementation and projects development through EURO currency funds.

6. TARGETED USE OF THE FUNDS THEIR DISTRIBUTION

6.1. Investment in the projects construction of power plants and facilities for their provision.

6.2. Development of several companies to work with, in the field of exports and imports in Western and Eastern Europe and Asia; consulting services for the support and implementation of credit lines.

All the necessary documents on the distribution of funds, will be an integral part of this Agreement, and will be additions to the granting of this Agreement

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7. TRANSACTION PROCEDURES

7.1. The Parties sign and seal this Agreement;

7.2. Investor orders his bank to remit the first tranche of funds **via TT CASH TRANSFER** to the Partner's designated bank co-ordinates, and provides the Partner with the full transfer slip containing UETR;

7.3 Partner using UETR can track the transmission through TT WIRE TRANSFER tracker until the final crediting to its receiving bank account

7.4 Within 3 days (72 hrs.) from funds crediting, Partner makes repayments to Investor's and Intermediaries' designated bank accounts.

8. CONFIDENTIAL INFORMATION AND SECURITY

8.1. In connection with present Agreement, the Parties will provide the each other with the information concerning the designated fiduciary banks originating in writing by each Party and is designated as confidential which the Parties hereby agree to treat as "confidential information". The Parties understand and agree that any confidential information disclosed pursuant to this Agreement is secret, proprietary and of great value to each Party which value may be impaired if the secrecy of such information is not maintained.

8.2. The Parties further agree 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 Parties 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.

8.3. Separate introductions made through different intermediary chains may result in other transactions between the Parties will not constitute a breach of confidential information, provided such new chains were not created for purposes of circumvention of the first introducing chain. Copy and paste signatures are not allowed.

8.4. Agreement which is to transfer and organize the bank shall be transmitted in the form of scanned visa authorized signature.

8.5. Unauthorized bank communication: Neither Party is allowed to contact the bank of the other Party without the written authorization for that of the Party whose bank is to be contacted. Any unauthorized contact act of either Party of this Agreement is considered as a breach of this Agreement and shall cause this Agreement immediate cancellation, and transaction becomes null and void.

9. CODES OF IDENTIFICATION

The Parties agree that all documents related to the transactions bear the codes listed on page 01 of this Agreement and that the said codes remain unchangeable within this Agreement duration, including all rollovers, extensions and additions.

10. COMMUNICATION

10.1. Communication with banks will be limited to those between the Investor's bank and Partner's bank and only by between authorized bank officers/representatives, including principals of the Investor and the Partner, in the course of completion of this transaction. No communication by any other party is permitted without prior written consent of the named account holders.

10.2. Any notice to be given hereunder from either Party to the other shall be in writing and shall be delivered by fax to the telefax number or by e-mail to e-mail address of the respective Party as provided herein. The Parties agree that acknowledged e-mail or telefax copies are treated as legally binding original documents. E-mail copies, scanned and sent on e-mail as photo, of this Agreement and exchange of correspondence duly signed and/or executed shall be deemed to be original and shall be binding and are regarded as original and good for any legal purpose.

10.3. EDT- Electronic Document Transmittal & Counterparts: This Agreement may be executed in multiple copies at different times and places, each being considered an original and binding. All facsimile /electronic transmittal/communications, including electronic signature, relating to this Agreement and which are

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mutually accepted by the Parties, shall be deemed legally binding and enforceable documents for the duration of the transaction. And as applicable, this Agreement shall:

- Incorporate U.S. Public Law 106-229, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001);
- Electronic Commerce Agreement (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT);
- All electronically submitted documents shall be subject to the European Community Directive No. 95/46/EEC, as applicable.

11. VALIDITY

Once this Agreement is signed by both Parties the transaction shall begin within Five (5) banking days or sooner, excluding Saturdays and Sunday and any bank holidays.

12. FULL UNDERSTANDING

12.1. The latest edition/signature of this Agreement, executed by each party in originals, represents the full understanding between the Parties and supersedes all other undertakings, whether verbal or written. All statements and representations are made without any omission of material fact and with full corporate and legal responsibility under penalty of perjury.

12.2. The Parties hereto accept that should the present Agreement partially or in full be found invalid or unenforceable pursuant to judicial decree or by virtue of any international regulations related to bank confirmation of EUR validity, this Agreement shall be reconstructed upon mutual consent and agreement of both Parties to this commercial Agreement.

12.3. Until the physical exchange of original hard copies, the acknowledged fax and/or e-mail copies of this Agreement shall be deemed original.

12.4. The commission payable under this Agreement is to be distributed in accordance with the Irrevocable Fee Protection Agreement.

13. ASSIGNMENT

Each Party to this Agreement may assign this Agreement or its total or partial performance hereof to any other company which assumes the obligations of the assigning party under the terms of the assignment. Formal notice of the assignment shall be rendered to the other party to this Agreement expressly indicating there on the assignee's full contact particulars.

14. TERM OF AGREEMENT

This agreement is a full recourse commercial commitment enforceable under the laws of the jurisdiction of Liechtenstein, Switzerland or any country of the European Union as it applies. And, said law shall govern the interpretation, enforceability, performance, execution, validity and any other such matter of this Agreement, which shall remain in full force and effect until completion of the said transaction and it is legally binding upon the Parties signatories, their heirs, successors and assigns, agents, principals, attorneys and all associated partners involved in this Agreement/contract/transaction.

15. LAW AND ARBITRATION

All disputes and questions whatsoever which arises between the parties to this agreement and touching on this agreement on the construction or application thereof or any account cost, liability to be made hereunder or as to any act or way relating to this agreement shall be settled by the arbitration in accordance with the arbitration laws of the ICC.

This agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, written or oral. Neither of the parties may alter, amend, nor modify this agreement, except by an instrument in writing signed by both parties. This agreement will be governed by and construed in accordance with the laws of United Kingdom. In the event that either party shall be required to bring any legal actions against the other in order to enforce

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any of the terms of this agreement the prevailing party shall be entitled to recover reasonably attorney fees and costs.

FURTHERMORE, THE UNDERSIGNED PARTIES HEREBY SWEAR UNDER THE INTERNATIONAL LAWS OF PERJURY AND FRAUD THAT THE INFORMATION PROVIDED HEREIN IS ACCURATE AND TRUE, AND BY AFFIXING SIGNATURES/INITIALS/SEALS TO THIS AGREEMENT ATTEST THAT THE RESPECTIVE BANKS ARE FULLY AWARE OF, HAVE APPROVED, AND ARE READY PROCEED WITH THIS TRANSACTION.

Bank accounts for subsequent distribution will be indicated by a separate annex to this Agreement which will form an integral part to it.

IMPORTANCE NOTED:

After transferring money via MT 103 NORMAL CASH TRANSFER cash transfer system, the sender have to send copy of Transfer Slip (slip message) to the Receiver immediately

SIGNATURES PAGE FOLLOWS:

For and on behalf of THE INVESTOR:

COMPANY NAME:
REPRESENTED BY
PASSPORT NUMBER

For and on behalf of THE PARTNER:

COMPANY NAME:
REPRESENTED BY:
PASSPORT NUMBER :

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INVESTOR'S PASSPORT COPY

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INVESTOR'S CERTIFICATE OF INCORPORATION COPY

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PARTNER'S PASSPORT COPY

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PARTNER'S CERTIFICATE OF INCORPORATION COPY

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“ACCEPTED AND AGREED WITHOUT A 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. ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, GENEVA, MAY 2000) ADOPTED BY THE UNITED NATIONS CENTRE FOR TRADE FACILITATION AND ELECTRONIC BUSINESS (UN/CEFACT).**
- 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.**

***** END OF AGREEMENT *****