

AGREEMENT No: SVG562256
 TRANSACTION CODE:
 DATE: 07-08-2022

Receiver

This Partnership agreement on investment and financial co-operation No:SVG562256 here in after referred to as "Agreement" with total amount of investment €500'000'000.00 (FIVE HUNDRED MILLION EUROS) concluded this day 07-08-2022 by and between the following parties: INVESTOR OR PARTY-A:

COMPANY NAME:	R&Z Consulting GbR
COMPANY ADDRESS:	Ellerweg 22, 33330 Gutersloh, Germany
REGISTRATION NUMBER:	UST-Id Nr: DE274148445
REPRESENTED BY:	Mr. Josef Reichert
PASSPORT No.:	
DATE OF ISSUE:	21.11.2018
DATE OF EXPIRY:	20.11.2024
COUNTRY OF ISSUE:	GERMANY
BANK NAME:	DEUTSCHE BANK AG
BANK ADDRESS:	TAUNUSANILAGE 12 ,60325 FRANKFURT, Germany
ACCOUNT NAME:	R&Z Consulting GbR
IBAN:	DE17 5007 0010 0010 5817 00
ACCOUNT NUMBER:	
BIC / SWIFT CODE:	

Here in after referred to as the "Investor" or "Party-A" on the one hand,
 RECEIVER OR PARTY — B:

COMPANY NAME:	MARCO OLIVA
COMPANY ADDRESS:	P.O.Box 4422 Burj Khalifa 2202 FLAT
REGISTRATION NUMBER:	1530721
BANK NAME:	CBD Bank (Commercial Bank of Dubai)
IBAN:	AE050230000001004619597
BIC / SWIFT CODE:	CBDUAEAD XXX
BANK NAME:	CBD Bank (Commercial Bank of Dubai)
BANK OFFICER NAME:	Abdul Asif Al Alli
BANKOFFICER TEL:	04-2112845

Here in after referred to as "**RECEIVER**" or "Party-B" on the other hand, both together and individually herein after referred to as "Parties", conclude an agreement of such content, here in after referred to as "Agreement".

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

Whereas both Parties hereto warrant that the currencies 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 the final agreements will be lodged in and assigned to, confirms and warrants that it has financial capacity of euro funds and euro funds to transact under 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.

1. SUBJECT OF AGREEMENT:

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

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

1.3. According to laws of and for execution of Law of About the regime of foreign international investing for two parties, subject of Agreement is a joint investment activity of the Partners, which is not connected with creation of new legal entities, on following directions: investments in commercial sphere, social projects etc.

1.4. High Contracting "Parties", in order to strengthen bilateral friendly relations are intended to cooperate in following make own projects at expense of own funds and opportunities as well as attracting involving partners.

1.4.1. Promoting involvement in the real economy, and private regional priority investment projects;

1.4.2. Promoting a balanced and sustainable growing system of financial support for projects and programs;

1.4.3. 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.

2. JOINT ACTIVITIES OF THE PARTIES: 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 RECEIVER is ready to receive the investments and to make at the mutually agreed terms and conditions hereof. For realization of the investment programs Parties bring the foreign investment, here of according to schedule fixed by the Parties, agreed currency amounts and tranches which are reflected in additional agreements hereto. Parties can extend kinds and spheres of investment activity and if necessary make Additional agreements. 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.

3. RIGHTS AND DUTIES OF THE PARTNERS:

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

3.1.1. Develop investment activity for its economic and technical projects.

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

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

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

3.1.5. Invest money in their own projects during validity hereof according to their current legislation.

3.1.6. Carries out economic activity to fulfill own investment programs, make debt liquidation on all kinds of expenses, transfers facilities for payment of salaries and other types of rewards, cover all kinds of charges.

3.1.7. Attract legal entities and individuals for fulfillment their investment programs Agreement at their decision.

3.1.8. Are to provide each other with necessary assistance.

3.1.9. Are to follow and observe the terms and conditions hereof.

3.1.10. Are obligated to keep in a secret all business information related to implementation hereof.

3.1.11. Can invest additional 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.

3.2. The Party A for the purposes of fulfillment hereof:

3.2.1. Develops the directions of own investment activity with its economic and technical ground.

3.2.2. Concludes contracts and other agreements necessary for realization of its investment programs.

3.2.3. Acquires export-import quotas and licenses for export and import of Commodities and products.

3.2.4. Provides Party B with all legal, financial and other documents, Related to the fulfillment hereof.

3.2.5. Can invest money during validity of this Agreement according to the current legislation.

3.2.6. 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.

3.2.7. Attracts other legal entities and individuals for realization of the investment programs under Agreement.

3.2.8. Attracts investments and financial assets, including credit and loan facilities of residents and not residents aimed on execution of investment activity.

3.3. The Party B for the purposes of fulfillment hereof:

3.3.1. Develops the directions of own investment activity with its economic and technical ground.

3.3.2. Concludes contracts and other agreements necessary for realization of its investment programs.

3.3.3. Acquires export-import quotas and licenses for export and import of commodities and products.

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- 3.3.4. Provides Party A with all legal, financial and other documents, related to the fulfillment hereof.
- 3.3.5. Can invest money during validity of this Agreement according to the current legislation.
- 3.3.6. 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.
- 3.3.7. Attracts investments and financial assets, including credit and loan facilities of residents and not residents aimed on execution of investment activity.
- 3.3.8. Attracts other legal entities and individuals for realization of the investment programs under Agreement.

4. TOTAL VOLUME OF INVESTMENTS, ORDER OF FINANCING, DESCRIPTION OF INSTRUMENT:

DELIVERY: MT-103 WIRE TRANSFER (CASH TRANSFER) PAYMENT 1(ONE) BANKING DAY AFTER DELIVERY AND DURATION OF PAYMENT: COOKING OF SWIFT BANKING WIRE TRANSFER IN THE DEVELOPER'S BANK ACCOUNT AFTER TRANSMISSION COPY T/T CASH TRANSFER REFERRING TO MAIN AGREEMENT No:-----
PAYMENT: INVESTOR'S BANK ISSUES AN UNCONDITIONAL EURO FUNDS SWIFT MT103/TT IN 48(FORTY-EIHNT) BANKING HOURS TO DEVELOPER'S BANK, IN ACCORDANCE WITH FOLLOWING SCHEDULE OF INVESTMENTS

TOTAL FACE VALUE:	€500'000'000.00 (FIVE HUNDRED MILLION EUROS)
FIRST TRANCHE:	€100 000 000 (one hundred million euros)
SECOND-TENTH TRANCHE	€100 000 000 (one hundred million euros)
ELEVENTH TRANCHE	€100 000 000 (one hundred million euros)
PAYMENT METHOD	DIRECT CASH TRANSFER VIA SWIFT MT103
SPECIAL REMARKS:	ALL TRANSFER INSTRUCTIONS SHALL STATE: FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN NOTE: PAYMENT PROJECT WITHIN 24 HOURS AFTER FUNDS BE ON AVAILABLE BALANCE

Now therefore in consideration as herein set out and in consideration of understanding, as well as of here good valuables purposes, the adequacy and receipt of which is hereby acknowledge by Parties as follows:

Party-A ready to start project financing in the volume and follows the sequence: The Party A provides Party-B with funding necessary for implementation development projects through their own euro currency funds.

TRANSACTION PROCEDURES: Party-A and Party-B sign/seal and exchange Partnership Agreement which the ruby automatic ally becomes a full commercial contract. Each Party puts Agreement in his nominated bank and notifies other Party. Party-A/Investor will then transfer funds via swift MT103 to Party-B/Receiver's bank coordinates and provide evidence of transfer record to Party-B/Receiver, in accordance with above mentioned schedule of investments. Party-B/ RECEIVER'S bank will verify, authenticate and confirm the receipt of the said funds within 48 banking hours and make the necessary disbursements via wire transfer/TT to beneficiaries.

CONFIDENTIAL INFORMATION AND SECURITY:

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.

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.

3. Separate introductions made through different intermediary chains may result in other transactions will not constitute a breach of confidential information, provided such new chains were not created for purposes of



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circumvention of the first introducing chain. Copy and paste signatures are not allowed. Agreement which is to transfer and organize the bank shall be transmitted in the form of scanned visa authorized signature.

4. **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. 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 Agreement duration, including all rollovers, extensions and additions.

COMMUNICATION: Any notice to be given hereunder from either Party to the other shall be in writing and shall be delivered by fax to telefax No or 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 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.

1. *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 mutually accepted by the Parties, shall be deemed legally binding and enforceable documents for the duration of the transaction. And as applicable, Agreement shall: Incorporate U.S. Public Law 106-229,"Electronic Signatures in Global and National Commerce Act"or such other applicable law conforming to 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 European Community Directive No.95/46/EEC, as applicable.

VALIDITY: Once this Agreement is signed by both Parties the transaction shall begin within two (2) banking days or sooner, excluding Saturdays and Sunday and any bank holidays.

FULL UNDERSTANDING: Latest edition/signature of Agreement, executed by each party in originals, represents full understanding between Parties and supersedes all undertakings, whether verbal or written. All statements are made without any omission of material fact and with full corporate and legal responsibility under penalty of perjury. The Parties hereto accept that should 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, Agreement shall be reconstructed upon mutual consent and agreement of both Parties. Until the physical exchange of original hard copies, the acknowledged e-mail copies of this Agreement shall be deemed original. Commission payable under this Agreement is to be distributed in accordance with the Irrevocable Fee Protection Agreement.

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.


TERM OF AGREEMENT: This Agreement is a full recourse commercial commitment enforceable under the laws of the jurisdiction of EC, Switzerland or any other member 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.

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LAW AND ARBITRATION: Agreement is a full recourse commercial commitment enforceable under the laws of jurisdiction of the countries where this transaction is effectuated, and any dispute is to be resolved under the ICC rules for arbitration, unless the Injured- Party takes legal action in a court of jurisdiction Liechtenstein, Swiss, or any other member country of the European Union law to apply, as the Injured-Party may choose, which shall govern the interpretation, enforceability, performance, execution, validity and any other such matter regarding Agreement. The Parties hereto acknowledge and agree that any discrepancy and/or dispute in application of this Agreement will be solved amicably. If it is not possible, the arbitration procedure is to be followed.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by all applicable laws of jurisdiction, ordinances, rules and regulations. If any provision of this Agreement be considered invalid or unenforceable, then, the reminder part of this Agreement shall not be affected (if agreeable by both Parties) and shall be enforced to the greatest extend permitted by law.

SIGNATURES: Agreed and accepted by both Parties: INVESTOR OR PARTY-A AND RECEIVER OR PARTY-B

FOR AND ON BEHALF OF PARTY A /INVESTOR		FOR AND ON BEHALF OF THE PARTY B/PARTNER	
		DAYTEX MODE GMBH	
REPRESENTED BY:	Mr. Josef Reichert	REPRESENTED BY:	Mr.
PASSPORT No.:		PASSPORT No.:	
DATE OF ISSUE:	21.11.2018	DATE OF ISSUE:	
DATE OF EXPIRY:	20.11.2024	DATE OF EXPIRY:	
COUNTRY ISSUED:	GERMANY	COUNTRY ISSUED:	

ELECTRONIC SIGNATURE IS VALID AND ACCEPTED AS HAND SIGNATURE"
 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 SIGNATURE IN GLOBAL AND NATIONAL COMMERCE ACT" OR SUCH OTHER APPLICABLE LAW CONFORMING TO UNCITRAL MODEL LAW ON ELECTRONIC SIGNATURES (2001) AND
- * 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 SIGNATURE IS VALID AND LEGALLY — BINDING AS AN ORIGINAL IF TRANSMITTED IN SECURE AND CERTIFIED ".PDF FORMAT



AGREEMENT No:
TRANSACTION CODE:
DATE:

INVESTOR / PARTY-A PASSPORT COPY



AGREEMENT No:
TRANSACTION CODE:
DATE:

RECEIVER / PARTY-B PASSPORT COPY:

A handwritten signature in purple ink, consisting of stylized, cursive letters, located at the bottom center of the page.

AGREEMENT No:
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DATE:

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RECEIVER'S COMPANY CERTIFICATE OF INCORPORATION OF "PARTY B":



AGREEMENT No:
TRANSACTION CODE:
DATE:

PARTNER / PARTY-B ACCOUNT SIGNATORY PASSPORT COPY

A handwritten signature in blue ink, consisting of stylized, cursive letters, located at the bottom center of the page.

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PARTNER / PARTY-B ACCOUNT SIGNATORY COMPANY REGISTRATION

A handwritten signature in blue ink, appearing to be the initials 'R.' followed by a horizontal line.

A handwritten signature in blue ink, consisting of a stylized, cursive letter 'A' followed by a horizontal line extending to the right.