IMFPA

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT

| ELM | ——— | xxxxxx | xxxxx |

I, , acting with full responsibility, hereby irrevocably and unconditionally, without protest or notification, without, prejudice, recourse, or delay guarantee to pay the fee entitled to the beneficiaries listed on this document, via Wire transfer, at the time of settlement of each and every tranche of the transaction. This Fee Agreement is our irrevocable pay order to the intermediaries & is & shall remain an integrate part of the contract between the receiver & the sender.

I, **M. ———** representative of **——————— LTD,** acting with full responsibility, hereby irrevocably and unconditionally, without protest or notification, without prejudice, recourse, or delay guarantee to transfer full amount according to tranches schedule to the bank account designated by Receiver and Sender, as mentioned of this Agreement. This transfer will be done before any orders, agreements or arrangements of Investor come into effect.

IMFPA: This pay order shall remain in effect until this transaction, including any renewals, extensions and additions are fully completed. **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 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 any of the terms of this agreement the prevailing party shall be entitled to recover reasonably attorney fees and costs. This Fee Agreement-Pay Order, if transmitted by facsimile or electronic mail shall be considered an original, legally enforceable document. Generally recognized International Standards of Non-Circumvention and Non-disclosure are applicable for a period of Five 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 penalty of perjury, that we have requested information from you and your organization by our choice and free will, and further that you have not solicited us in any way. Intermediaries are not. **ADVISORS:** Parties to this agreement are independent contractors and all contemplated payments and/or disbursements hereunder are divided interests. Nothing in 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. All the 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 we confirm that we have authority to execute this Pay Order. This irrevocable pay order will come into effect within 48 (forty eight) hours only after each transaction value of the agreement will happen and only after the asset manager, would have already made the transfer related to the first and subsequent investment to the designated bank account of the company nominated in amount described in the above **DEEP OF AGREEMENT (DOA)** including fees for facilitator's consultancy & intermediary group both sides will be transferred. Upon full clearance of said transferred funds, service provider (receiver)'s authorized and instructed trustee distributes and transfers cash funds for investments via Swift message MT103/202 with "urgent, the same day wire" mode to designated bank accounts, as per agreed terms and conditions in this agreement and IMFPA below. **FEES PAID BY THE RECEIVER TO THE PROVIDER AND CONSULTANTS:** This IMFPA is legally binding on all Parties hereto, their principals, employees, representatives, agents and assigns in all countries of the world, and is non-separable /integral part of the above referenced Agreement. This Fee Agreement -Pay order shall be lodged in our bank and a copy will be forwarded to all beneficiaries. I agree to the above Irrevocable Fee Protection Agreement in it's entirety. This agreement once executed by both parties will become effective as of the date first written above. Any official notice(s) exchanged by the parties hereto, shall be sent to the first mentioned address(s) herein or as may be attached by addenda hereto. A facsimile or electronically transferred copy duly signed by both parties shall be deemed original.

SIGNATURES OF THE PARTIES

AGREED AND ACCEPTED FOR AND ON BEHALF OF SENDER:

INVESTOR SIGNATURE

———/ LTD

AGREED AND ACCEPTED FOR AND ON BEHALF OF RECEIVER:

PARTNER SIGNATURE

——— LTD

M. ———

M. ———

0000000 | ———

09.09.2019 | 09.09.2025

00.00.0000 | 00.00.0000

| ELM | ——— | xxxxxx | xxxxx |

BANK COORDINATES

(A) | SENDER — A.1 — xxx% | xxxx percent | on each transaction amount, including rolls & extension, to be forward for client/paymaster to the following account(s):	
COMPANY PAYMASTER NAME	
COMPANY PAYMASTER ADDRESS	
REPRESENTED BY /SIGNATORY	
BANK NAME	
BANK ADDRESS	
ACCOUNT HOLDER	
ACCOUNT SIGNATORY	
ACCOUNT IBAN N° /AED	
ACCOUNT N° / AED	
SWIFT CODE	

(A) | SENDER'S KEY ADMINISTRATOR & CONSULTANT— A.2 — xxx% | xxxx percent | on each transaction amount, including rolls & extension, to be forward for client/paymaster to the following account(s):	
COMPANY PAYMASTER NAME	
COMPANY PAYMASTER ADDRESS	
BANK NAME	
BANK ADDRESS	
ACCOUNT HOLDER	
ACCOUNT IBAN N° /EURO	
SWIFT CODE	
BENEFICIARY /CODE	

(A) | SENDER'S INTERMEDIARIES— A.3 — xxx % | xxxx percent | on each transaction amount, including rolls & extension, to be forward for client/paymaster to the following account(s):	
COMPANY PAYMASTER NAME	
COMPANY PAYMASTER ADDRESS	
REPRESENTED BY /SIGNATORY	
BANK NAME	
BANK ADDRESS	
ACCOUNT SIGNATORY	
ACCOUNT HOLDER	
ACCOUNT IBAN N° /AED	
SWIFT CODE	

(B) | RECEIVER— B.1 — xx% | xxxx percent | on each transaction amount, including rolls & extension, to be forward for client/paymaster to the following account(s):	
COMPANY PAYMASTER NAME	
COMPANY PAYMASTER ADDRESS	
REPRESENTED BY /SIGNATORY	
BANK NAME	
BANK ADDRESS	
ACCOUNT HOLDER	
ACCOUNT IBAN N° /EURO	
SWIFT CODE	
BANK OFFICER /NAME-CONTACT	
BENEFICIARY /CODE	

I, the undersigned Payor, hereby irrevocably and unconditionally agree to disburse the present investment and project development funds to the above designated master Paymasters accounts, which payments shall be duly honored by us and made without delay, within three (3) banking days upon receipt to and clearing of funds in favor of our company.

Date: **Jan.17, 2022** .

SIGNATURES OF THE PARTIES

AGREED AND ACCEPTED FOR AND ON BEHALF OF SENDER:

AGREED AND ACCEPTED FOR AND ON BEHALF OF RECEIVER:

INVESTOR SIGNATURE

———/ LTD

M. ———

PARTNER SIGNATURE

——— LTD

M. ———

 # Electronic signature is valid and accepted as manuscript signature # EDT (Electronic document transmissions) EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall: — 1 — 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) and — 2 — Incorporate ELECTRONIC COMMERCE AGREEMENT (**ECE/TRADE/257, Geneva**, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT). — 3 — As its EDT documents are 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 Transmission:** 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. **# Electronic signature is valid and accepted as hand signature #**

 # All Due Diligences is the responsibility of the respective Senders & Receivers Parties. The Mandatories, Intermediaries, Agents, Platforms will not be liable for anything such as loss or forged Agreements, false Shippers, Consignees Senders, Receivers, Sellers, Buyers, Intermediaries...

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

IRREVOCABLE PAYMENT GUARANTEE LETTER

| ELM | ——— | xxxxxx | xxxxx |

BETWEEN THE SENDER

/ LTD | xxx | xxx | xxx

AND THE RECEIVER

——— LTD | M. ——— | ——— | ———

. **Jan.17, 2022** .

Reference:	**TRANSFER VIA S2S PRIVATE CODE SERVER**
From/To:	**——— (XXX) TO ——— (XXX)**
Identity Code/Agreement N°:	**xx/XXX/000000000**
Transaction Code:	**xx/XXX/000000000**

This letter serves as notification that the Company located in …., registered number **000000000** represented by **M. ——— ———**, Passport Number **C0000000** with full legal and corporate authority will honor the following regard to above reference transaction:

I, **M. ——— ———**, from **——— ——— LTD** confirm, with my banker, that we are ready willing and able to execute this **PAYMENT GUARANTEE LETTER** as soon as the funds will be available and ready to use and once the funds are credited in our **———** in tranches or fully, with full corporate and financial responsibility, hereby guarantee to issue payouts and make payments by cash wire transfer no later than 3 banking days, as agreed on this guarantee letter, to accounts and amounts as in following pages.

The laws applicable to the agreement govern the present ICC guarantee. The courts having jurisdiction for matters relating to the agreement shall have jurisdiction in respect of matters relating to the agreement. The present guarantee shall come into force and shall take effect upon its signature. Accepted and agreed on this date. International Commercial Contracts to be applied to this letter.

AGREED AND ACCEPTED FOR AND ON BEHALF OF RECEIVER:

_____/

PARTNER SIGNATURE

——— LTD M. ———

0000000 | ——— 00.00.0000 | 00.00.0000

DESCRIPTION OF THE FUNDS.

This Partnership Agreement on delivery of cash funds for investments via **xxxxx** for a volume of investments: **€ xxxx** (xxxxx Euros) with rolls and extensions until funds exhausted, are into this by and between the following parties:

DESCRIPTION OF THE TRANSACTION

		FUNDS DETAILS
INSTRUMENT | CURRENCY:		
TRIAL TRANCHE DAY 01 - T.01		
TRIAL TRANCHE DAY 01 - T.02		
TRANCHE DAY 02 - T.03		
TRANCHE DAY 03 - T.04		
TRANCHE DAY 04 - T.05		
TRANCHE DAY 05 - T.06		
TRANCHE DAY 06 - T.07		
|		
|		
|		
|		
|		
TOTAL CONTRACT:		
		WITH ROLLS & EXT. UNTIL FUNDS EXHAUSTED

	TRANSACTION STRUCTURE
SENDER:	— XXX%
SENDER'S KEY ADMINISTRATOR & CONSULTANT:	— XXX%
SENDER'S INTERMEDIARIES:	— XXX%
SENDER'S FACILITATOR:	— XXX%
RECEIVER (+ RECEIVER'S INTERMEDIARIES:	— XXX%
RECEIVER FACILITATOR:	— XXX%

	HEREINAFTER REFERRED TO AS "INVESTOR" OR SENDER OR PARTY A
COMPANY SENDER NAME	
COMPANY SENDER ADDRESS	
REPRESENTED BY /SIGNATORY	
BANK NAME	
BANK ADDRESS	
ACCOUNT SIGNATORY	
ACCOUNT HOLDER	
ACCOUNT IBAN N° /AED	
SWIFT CODE:	

	HEREINAFTER REFERRED TO AS "PARTNER" OR RECEIVER OR PARTY B
COMPANY SENDER NAME	——— LTD
COMPANY SENDER ADDRESS	———
REPRESENTED BY /SIGNATORY	M. ——— | 0000000 | ——— | 00.00.0000 | 00.00.0000
BANK NAME	———
BANK ADDRESS	———
ACCOUNT HOLDER	———
ACCOUNT IBAN N° /EURO	IBAN N°: ——— | ACC. N°: ——— | COMMON ACC. N°: ———
SWIFT CODE	———
BANK OFFICER /NAME-CONTACT	M. ——— | +——— | ———@———.com

	HEREINAFTER REFERRED TO AS "PARTNER" OR PAYOR OR PARTY B
COMPANY SENDER NAME	——— LTD
COMPANY SENDER ADDRESS	———
REPRESENTED BY /SIGNATORY	M. ——— | 0000000 | ——— | 00.00.0000 | 00.00.0000
BANK NAME	———
BANK ADDRESS	———
ACCOUNT HOLDER	———
ACCOUNT IBAN N° /EURO	IBAN N°: ——— | ACC. N°: ——— | COMMON ACC. N°: ———
SWIFT CODE	———
BANK OFFICER /NAME-CONTACT	M. ——— | +——— | ———@———.com

The **subject of the present Agreement** is the organization of joint activity and cooperation on the basis of full trust and mutual partnership in the fields of foreign economic activity, finance and finance instruments, banks and finance companies, industrial and producing companies with the aim of realization of investment and other programs by way of attracting financial resources into profitable and mutually beneficial projects. The aim of the present Agreement is the receiving of guaranteed profit for securing of realization of investment projects and worldwide programs.

INVESTOR-SENDER | PARTY- A | PASSPORT COPY |

INVESTOR-SENDER | PARTY- A | CERTIFICATE OF REGISTRATION COMPANY COPY |

——— *** NIL *** ———

PARTNER-RECEIVER-PAYOR | PARTY-B | PASSPORT COPY

PARTNER-RECEIVER-PAYOR | PARTY-B | CERTIFICATE OF REGISTRATION COMPANY COPY

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