

PARTNERSHIP AGREEMENT ON INVESTMENTS AND FINANCIAL CO-OPERATION PAY ORDER
MT-103/TRANSFER
AGREEMENT NUMBER: 2024XXXX

This Partnership agreement or financial co-operation pay order agreement (hereinafter, referred to, as the Agreement, is entered on this date of XX/XX/2024, by and between the following parties:

COMPANY NAME	
COMPANY ADDRESS	
REGISTRATION NO	
REPRESENTED BY/SIGNATORY	
BANK NAME	
BANK ADDRESS	
SWIFT	
ACCOUNT NAME	
IBAN	

COMPANY NAME	
COMPANY ADDRESS	
REGISTRATION NO	
REPRESENTED BY/SIGNATORY	
BANK NAME	
BANK ADDRESS	
SWIFT	
ACCOUNT NAME	
IBAN	

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WHEREAS: The Party- B is ready and able to receive this Pay Order as a joint venture investments for all parties herein for the execution of various infrastructure development projects, & Part- B is ready willing and able to receive said **CASH TRANSFER up to €XX,000,000.00 with possible rollovers and extensions** VIA the SWIFT.COM MT- 103/ [CASH TRANSFER] from Party-A, these funds will be invested/disbursed by Party-B as per PAYOUT LIST instructions.

WHEREAS: The Party-A represents and warrants, with full corporate and legal responsibility, that he has permission to enter into this Joint Venture Investment Agreement, as well as declares under penalty of perjury that the funds as per Party A bank statement hereby noted as Annexure are good, clean, clear, and free of non-criminal origin, are free and clear of all liens, encumbrances and third parties interests.

WHEREAS: The Party-B is ready will and able to Receive totally up to **€XX,000,000.00** by way of Cash Transfer via **SWIFT.COM MT-103/**, which will be disbursed in accordance with the PAYOUT LIST instructions.

III. DESCRIPTION OF TRANSACTION

DESCRIPTION OF BANK INSTRUMENT:

INSTRUMENT	SWIFT MT103 CASH TRANSFER
FIRST TRANCHE	-
SECOND TRANCHE	-
THIRD AND NEXT TRANCHES	-
PAYMENT	USDT BINANCE

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CASH TRANSFER VIA SWIFT.COM MT-103/

1. Party-A & Party-B both sign & execute the Joint Venture Investment Agreement.
2. This Investment Agreement, which thereby automatically becomes a full commercial recourse contract.
3. The Parties will lodge a copy of this executed Agreement into their respective banks for the compliance, if necessary.
4. Sender will then transfer the **CASH via SWIFT.COM MT-103/ to the Receiving Bank Accountant provides a Copy of the TRANSACTION SLIP, SWIFT.COM MT-103/AND DISBURSEMENT INSTRUCTIONS SWIFT MT-103/**
5. Receivers bank will verify, authenticate & confirm the receipt of the cash funds within 1 banking day and then make the necessary disbursements via Swift MT-103/ as per PAYOUT LIST instructions.

NON-SOLICITATION

Receiver hereby confirms and declares that its associates or representatives, or any other person(s) 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 future transactions. 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 delay(s) or failure(s) in performance is(are) not caused by event(s) or circumstance beyond the control of such party in default.

The term Beyond the Control of Such Party include Act of War, Rebellion, Fire, Flood, Earthquake or other natural disasters, and any other cause not within the control of such nonperforming party, or which the non-performing party by exercise of reasonable diligence is unable to foresee or prevent or remedy.

REPRESENTATIONS AND WARRANTIES

- (a) **Organization**. It is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation with all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to conduct the business of this transaction.
- (b) **Enforceability**. This Agreement constitutes the legal, valid and binding obligation of such party enforceable in accordance with its terms.
- (c) **Consents and Authority**. No consents or approvals are required from any of the governmental authority or other person for it to enter into this Agreement. All actions on the part of such acting 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.

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- (d) **No Conflict.** The execution and delivery of this Agreement by it and the consummation of the transactions contemplated hereby by it do not conflict with or contravene the provisions of its organizational documents or any agreement or instrument by which it or its properties or assets are bound or any law, rule, regulation, order or decree to which it or its properties or assets are subject.
- (e) **Receiver.** It has been afforded the opportunity to seek and rely upon the advice of its own attorney, accountant or other professional advisor in connection with the execution of this Agreement. Both Parties shall do so in respect of each other and under this Agreement written conditions.

MISCELLANEOUS

- (a) **Notice(s).** The two authorized signatories will execute any modifications, amendments, and addendums or follow on contracts respectively. When signed and referenced to this Agreement, whether received by mail or facsimile transmission as all and any facsimile or photocopies certified as true copies of the originals by both Parties hereto shall be considered as an original, both legally binding and enforceable for the term of this Agreement.
- (b) **Specific Performance; Other Rights.** The Parties recognize that several of the rights granted under this Agreement are unique and, accordingly, the Parties shall in addition to such other remedies as may be available to them at law or in equity, have the right to enforce their rights under this Agreement by actions for injunctive relief and specific performance.
- (c) **Prior Agreements; Construction; Entire Agreement.** This Agreement, including the Exhibits and other documents referred to herein (which form a part hereof), constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between them as to such subject matter and all such prior agreements and understandings are merged herein and shall not survive the execution and delivery hereof. In the event of any conflict between the provisions of this Agreement and those of any Joint Ventures Agreement, the provisions of the applicable Joint Venture Agreement shall control.
- (d) **Amendments.** This Agreement may not be amended, altered or modified except (i) upon the unanimous by instrument in writing and signed by each of the Investor and Asset Manager.
- (e) (e) **Severability.** If any provision of this Agreement shall be held or deemed by a final order of a competent authority to be invalid, inoperative or unenforceable, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, but this Agreement shall be construed as if such invalid, inoperative or unenforceable provision had never been contained herein so as to give full force and effect to the remaining such terms and provisions.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by and delivered to each of the Parties.

- (g) **Applicable Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Singapore. The Parties consent to the exclusive jurisdiction of the Singapore shall be preceded with the according to the principal of the ICC, with any civil action concerning any controversy, dispute or claim arising out of or relating to this Agreement, or any other agreement contemplated by, or otherwise with respect to, this Agreement or the breach hereof, unless such court would not have subject matter jurisdiction thereof, in which event the Parties consent to the jurisdiction of the ICC as above indicated. The Parties hereby waive and agree not to assert in any litigation concerning this Agreement the doctrine of forum non- convenient.
- (h) **Waiver of Jury Trial.** The Parties Hereto Hereby Irrevocably And Unconditionally Waive Trial By Jury In Any Legal Action Or Proceeding Relating To This Agreement And For Any Counterclaim Therein.
- (i) **No Rights of Third Parties.** This Agreement is made solely and specifically between and for the benefit of the Parties hereto and their respective members, successors and assigns subject to the express provisions hereof relating to successors and assigns, and (ii) no other Person whatsoever shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
- (j) **Survival.** The covenants contained in this Agreement which, by their terms, require performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or other termination of this Agreement.
- (k) **Headings.** Headings are included solely for convenience of reference and if there is any conflict between headings and the text of this Agreement, the text shall control.
- (l) **No Broker.** Each of Investor and Asset Manager represent and warrant that it has not dealt with any broker in connection with this Agreement and agrees to indemnify, defend and hold harmless each other party hereto and it's Affiliates from all claims and/or damages as a result of this representation and warranty being false.
- (m) **Currency.** Any exchange of funds between Sender and Receiver shall be made in the same currency in which the Sender transferred the investment fund. In addition, all calculations pursuant to this Agreement and any Joint Venture Agreement shall be based on ICC regulations in Paris.

ARBITRATION

- (a) 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, Paris, France.
- (b) Every attempt shall be made to resolve disputes arising from unintended or inadvertent violation of this contractual Agreement as far as possible amicably. In the event that

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adjudication is required local legal process shall be preceded with according to the principal of the ICC as above indicated. Where judicial resolution is not thereby achieved, this matter shall be settled by the ICC itself and the decision of which all Parties shall consider to be final and binding. No State court of any nation shall have subject matter jurisdiction over matters arising under this Agreement.

- (c) 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.
- (d) 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.
- (e) All Communications will take place on the account to account only. No exceptions, e-mail, attachments of this document, when duly executed are to be considered originals and binding documents.
- (f) 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 of this Agreement, duly signed by both Parties, shall be deemed original.

(ELECTRONIC DOCUMENT TRANSMISSIONS)

(Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract, 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); and
- **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.

IN WITNESS WHEREOF, the Parties hereto do set their hands and are witnessed with seals upon this Agreement as of this 19th day of June, 2021.

SENDER'S PASSPORT COPY:

SENDER'S CERTIFICATE OF INCORPORATION:

RECEIVER PASSPORT COPY:

RECEIVER CERTIFICATE OF INCORPORATION:

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