

**NON-DISCLOSURE & PRIVATE INVESTMENT AGREEMENT**

**JOINT VENTURE AGREEMENT**

This Agreement is made and entered into by and between:

*Hereinafter refer as Party A (First Party)*

ANDRESEN GAMLEMSHAUG ALEXANDRA

Oslo, Norway.

**And**

**INVESTOR**

Hereinafter refer as Party B (Second Party)

**TRUSTEE NAME:**

..... Located at ..... (.....) .

**Second Party (B) Details**

Direct Mobile Telephone Number:

Company Name:

Passport Number:

**RECITALS:**

Party A, (First Party) fund Owner, who is making a silent and confidential investment under the trusteeship of Party B, (Second Party) , **for an amount of Euro (€) 233,000,000 (Two Hundred and Thirty Three Million Euro)** as an investment. The funds are unencumbered, good, clean, cleared of non-criminal origin.

Whereas the First party (A) is willing to enter into a Non-Disclosure Joint Venture Agreement with the second party(B), who is prepared to Co-operate with the First Party in that respect.

NOW, THEREFORE in consideration of the foregoing facts and the mutual representations and covenants hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1:**

The recitals set forth above constitute an integral part of this agreement at all time



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and are considered as a fundamental condition to execute it.

### ARTICLE 2:

#### PURPOSE OF THIS AGREEMENT:

The purpose of the present agreement is to define the contractual relation between the First Party (**Party A**) (Fund Owner) and Second party (**Party B**) the (Trustee).

### ARTICLE 3:

#### RIGHTS GRANTED:

Subject to the terms and upon the conditions set forth herein throughout the duration of this Agreement, The First party (**A**) hereby accept to make a direct investment to the second party for the amount of €233,000,000 (**Two Hundred and Thirty Three Million Euro**) and the funds are unencumbered, good, clean, cleared and are of non-criminal origin, and the Second Party (B) hereby accepts to use and invest the above mentioned funds in his/her company activities. The Second Party (B) will be entitled to 10% of the above mentioned amount as a commission to cover charges incurred during the transaction.

The Second Party (**B**) will receive the funds as Trustee and receive the total funds from the First Party (**A**) for Investment purpose.

### Article 4:

#### Purpose:

The investment facility of (**€233,000,000**) (**Two Hundred and Thirty Three Million Euro**) is made available to the second party (B) for the purpose of investment.

### ARTICLE 5:



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### The Fund:

The Fund covered by this agreement shall mean at all time a total amount of **(€233,000,000) (Two Hundred and Thirty Three Million Euro) and the Second Party (B)** will manage the funds for 20Years Contract Duration: (I.E) The Second Party (B) will manage and Invest the funds for a time duration of 20Years and the Profit of this Investment will be shared 50% for Party (A) and 50% For Party (B) respectively.

### Face to Face Meeting:

The Investor Party **(A) Investor** and Second Party **(B) Trustee** will fix a private meeting to **finalize** and sign the Final Endorsement Agreement before the fund will be moved or transferred to the Second Party (B) Trustee Bank account. The Meeting dates and Venues will be mentioned by First Party (A) as soon as Second Party (B) sign and return this agreement.

**Comentado [HA1]:** Could you please send us copy of draft

6.1 The present agreement shall become effective only on the date that the total fund is transferred, entered and availed into the account of the Second party **(B)** and shall be valid for an initial term of 20 years.

6.2 Afterwards, this agreement shall be renewed by tacit consent for equal period(s), unless previously terminated by either party three months prior to the expiration of any of the following renewal period(s).

6.3 Any termination of the present Agreement shall not impair any rights or remedies of any party hereto neither accrued prior to the termination nor relieve any party of its obligations accrued prior to such termination.

6.4 The proof of transfer should be obtained from the transferring receiving bank of the First party **(A)**, as evidence that the money has been transferred and received by the Second party **(B)** to identify the validity and starting date of this agreement.

6.5 The Second Party will receive the investment amount by wire transfer after the **signing** of the agreement and bank processes by the First Party Bank or Agents.

**Comentado [HA2]:** Which agreement this or Final Endorsement Agreement

6.6 The Second Party (B) will be required to have a face to face meeting with the First party (A).

**Comentado [HA3]:** Please clarify. If there is any, kindly send us the draft of them for our review and consideration."

6.7 The Second party will receive the investment amount by wire transfer within 72 hours **after** signing all paper works and following the **bank** procedure where the funds

**Comentado [HA4]:** Please send us the bank procedure in advance."



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has been deposited.

### ARTICLE 7:

#### TERM AND CONDITIONS:

The First party will provide the Second party with the amount specified in article 4 based on the following **specific** terms and conditions.

**Comentado [HA5]:** Please clarify what are the specific terms

6.8 The First party (A) has agreed on an equity sharing profit split of 50% for the First party(A) and 50% for the second party (B).

6.9 The Second party should pay the agreed profit in the month of October of every year till that time where both party agree to terminate the agreement.

7.0 The Second party shall transfer the profit amount or hand it over to any account or person authorized by the First party (A).

7.1 A written Instruction or authorization letter should be provided by the Second party (B) at the beginning of each year to avail the profit payment, and prove of such payment should be maintained by the First party (A) as evidence at all time.

7.2 It has been agreed that the fund provided is a Joint Venture (JV) and does not entitle the First party (A) to any rights in the Second party(B) properties nor any management rights in any of the Second party companies or activities, more over the First party are not allowed to interfere at any time or claim any right to do so.

### ARTICLE 8:

#### Agreement Parameters:

7.3 It has been agreed that the financial year of the activities commence on the first of January and end on the 31st of December of each year except for the first financial year which shall begin at the time of executing this contract and last till the 31st of



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December of the same year ,

7.4 It has been agreed that the profit on ROI should be calculated on a yearly basis,

7.5 In the event of any uncompleted year calculation, the profit should be calculated on a daily basis and the total days of the year shall be considered as 365 days.

### ARTICLE 9:

#### PROFIT AND LOSS:

Both parties have agreed that the profit generated by this investment by the Second party will be shared as stipulated in this agreement and the loss also for both parties.

### ARTICLE 10:

#### EXPIRATION AND CANCELLATION:

7.6 This Agreement shall expire as provided in Article 6 hereon. It may also be terminated by either party for any of the following reasons and conditions:

7.7 If the fund agreed in this agreement has not been availed to the second party (B) for whatsoever reason **within 14 days from the date of signing this agreement**, this contract will be automatically cancelled and neither party has any rights or jurisdiction to claim any compensation or amount from the other party.

7.8 The expiry of the period of this agreement unless agreed upon the Renewal of the same is agreed.

7.9 The unanimous decision of the two parties to cancel this agreement at the terms and conditions agreed and specified at that particular time.

8.1 If the Second party fails to pay the interest agreed in Article 7.1 to the First party for two consecutive years.

8.2 Any one of the parties could cancel the agreement after settling his Liabilities to the other party in the following way:

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8.3 If Second party wishes to cancel at any time he should pay to the First party the following amount (pay the first party off as follows):

8.4 For cancellation in any of the first 2 years an amount of 10% of the total fund provided where it will be deducted from the fund amount on the date of returning the fund in addition to the current year profit (to be deducted) .

8.5 For cancellation in any of the second year an amount of 10% of the total amount to be deducted from the fund amount on the date of returning in addition to the current year profit (To be deducted).

8.6 For cancellation before the end of the last year of the agreement an amount of the total fund provided where it will be deducted from the fund amount on the date of returning in addition to the current year profit (To be deducted)

8.7 The First party has the full rights to terminate the contract without any penalty or deduction if the Second party fails to pay the agreed profit for two consecutive years after the third year.

8.8 The second party can terminate this agreement at any time by Paying back the fund in additional to 50% of the year profit of the total fund or last Year profit calculation, whichever is higher.

8.9 Furthermore, the present agreement will be terminated in the Event either party ceases activities, liquidates or dissolves itself, Demands a moratorium involving a large part of its assets, ceases to make payments, declares bankruptcy, is declared in judicial adjustments or liquidation or becomes the object of any similar procedure, becomes the object of a judgment ordering it to cease activities, has its assets seized or has trustee or receivership appointed.

9.0 At the end of this agreement for any reason whatsoever, the second Party will return to the first Party its whole Fund which the first party undertakes to take back.

### **ARTICLE 11:**

#### **CONFIDENTIALITY:**

The parties hereto agree to respect the confidentiality nature of information which



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they receive during the term of this Agreement, including information concerning the sale, distribution, financial statements or banks or accounts information of the company or the signatory of this agreement, and they undertake to keep such information strictly confidential during the said term, and after the termination or non renewal of the Agreement. **Except for the requirements of banking institutions receiving funds under as required by Law or regulation.**

### ARTICLE 12:

#### WAIVER:

No forbearance on the part of either party in enforcing its rights under this agreement, nor any renewal, extension, or rearrangement of any payment or

Covenant to be performed by the other party hereunder shall constitute a waiver of any term of this agreement or a forfeiture of any such right.

### ARTICLE 13:

#### NOTICE:

9.1 Any notice demand , request , consent , approval, designation, specification or other communication given or made , or required to be given or made hereunder, shall be in writing and shall be hand-delivered or sent by registered air mail ( postage fully prepaid) addressed to the parties in the manner set forth below:

(i) If to the First Party

(ii) If to the First Party or to such other address of facsimile or telex number or person as either party may hereafter designate.

9.2 A notice shall be deemed to have been given and received: (i) when left at the appropriate address if hand-delivered or sent by registered mail; (ii) when actually received if sent by facsimile or electronic data exchange; or (iii) when dispatched and the correct answerback received if sent by telex or facsimile email.

### ARTICLE 14:



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### **FORCE MAJEURE:**

Non-compliance by either the First Party or the Second Party owing to Force Majeure with any of the said obligations shall not lead to the termination of this agreement provided either the first party or the Second Party has, as soon as possible under the circumstances, notified the other party in a letter sent by registered mail, of the reason for noncompliance. Pursuant to this Clause, Force Majeure shall be deemed to be any unforeseeable and irresistible event provoked by an external cause, which constitutes an obstacle to the performance of an obligation, such as foreign or civil war, riots, acts of public enemies, general strikes, sabotage, piracy, fire, explosion, natural disasters and act of local government and parliamentary authority.

The parties agreed to interrupt the Agreement for the period of such event and until the activities resume normally.

### **ARTICLE 15:**

#### **GOVERNING LAW AND JURIDICTION:**

9.3 All difference concerning the validity, the interpretation or the performance of the present Agreement shall be finally settled under the rules of conciliation and arbitration of the international Chamber of Commerce by a single arbitrator appointed in accordance with the said rules. The seat of such arbitration shall be in the United Kingdom and the language of such arbitration shall be English.

### **ARTICLE 16:**

#### **MISCELLANEOUS PROVISIONS:**

9.5 This Agreement may be amended only by a written document signed by both parties or by their duly authorized representatives.

9.6 This agreement supersedes all prior agreements between the parties (written or oral) and is intended as a complete and exclusive statement of the terms of the Agreement between the parties.

9.7 All reference to a year or a month shall mean a calendar year and a period of thirty days



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respectively.

9.8 In the event that this agreement is translated into any other language, the English language version hereof shall govern.

### **ARBITRATION:**

This Agreement shall be governed by the laws of the United Kingdom applicable to agreements executed by both parties hereto. This Agreement expresses the entire understanding of the parties hereto and replaces any and former agreements or understandings, written or oral, relating to the subject matter hereof. Paragraph headings are for the convenience of the parties only and shall have no legal

Effect whatsoever. Any controversy or claim arising out of, or in relation to this Agreement or validity, construction or performance of this, or the breach thereof,

Shall be resolved by arbitration before legal action is taken. In case of legal action, the defaulting Party will be responsible for all legal costs.

### **PROTECTION OF ALL PARTIES, BUSINESS CONFIDENTIALITY**

All electronic communication relating to this Investment transaction will remain Private and Confidential among parties First Party (A) and Second Party (B) because the owner of the funds and the Trustee right must be protected without Disclosure.

### **FORCE AND EFFECT OF DOCUMENTS:**

The parties hereto covenant and agree that they will execute each such other further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purpose of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Day and year first above written.

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**SIGNED AND SEALED BY BOTH PARTIES:**  
INVESTOR  
RESEN GAMLEMSHAUG ALEXANDRA

\_\_\_\_\_  
**(Party A)** Authorized Signatory:

**And**

..... Located at .....of (.....) an  
Organization, organized and existing under the law of Norway and Luxembourg

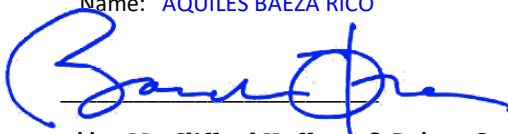
**Second Party (PARTY B)**

\_\_\_\_\_  
**Party B) TRUSTEE**

Authorized Signatory:

Title:

Name: **AQUILES BAEZA RICO**



**Prepared by: Mr. Clifford Huffman & Robert Oswald**  
*(Financial Consultant & Financial Adviser)*

