



AVIS
GLOBAL GROUP

**CALL OPTION AGREEMENT
-INSTITUTIONAL ACQUISITION-**

For the Corporation *(SPV):

This CALL OPTION AGREEMENT date:

(the "Agreement") is made by and between:

Seller:

Registered Address:

Phone:

E-Mail:

Web:

(the "Seller")

and **AVIS GLOBAL ENERGY LTD**, a United Kingdom corporation, with registered office at V_W "6E8" !4A8i (, WZ&#, London, UK (the "Purchaser") ["AVIS"] (Purchaser and Seller being hereafter, from time to time, referred to as the "Parties").

RECITALS

WHEREAS, AVIS now enter into its worldwide construction phase. Therefore, AVIS created a unlimited public traded **QUANTUM** Banking Program with its subsidiary AVIS Fintech PLC and AVISPay. For the processing of AVISPay, the AVIS Group of firms (AVIS CAPITAL LTD) acquire several small financial institutions, broker dealers, IT corporations and/or public traded firms (SPV's). AVIS is ready willing and able to increase the social share capital of the financial SPV and is interested in the acquisition of a controlling stake of the SPV. Therefore, the institution will become under the umbrella brand AVIS Global Group and will managing the AVIS financial model, construction funds and international Franchise shareholdings of the worldwide AVIS Franchise Network.

WHEREAS, the Seller will transfer.....Nr. of shares of the SPV institution for the

value of: each share. Total Value:

SPV Name:

Registered Address:

Licensed & Number: *Option Price:

(the "Selling Shares or Receiver Shares")

WHEREAS, The Seller will transfer the shares registered at the exchange..... (if reg) and will register and /or issue and /or transfer the shares to AVIS electronically with ISIN for electronically delivery.

WHEREAS, the Seller undertook to contribute all of its shares or newly issued shares of the SPV:

..... to AVIS CAPITAL LTD

(the "Receiver") (the Purchaser) for the *Option Price of:.....

NOW THEREFORE, it is agreed as follows:

1. Call Options. Subject to the condition precedent set forth in Section 2 hereafter, the Seller hereby irrevocably undertakes to allow the Purchaser to proceed with the exchange of the Receiver Shares for a number of *cash and / or the "Country Franchise License" to the Value of or for cash only. **(ADDENDUM 1)**

The right for the Purchaser to call for delivery of the Receiver Shares held by the Seller in exchange for cash or/and the "Country Franchise License" (if), all be hereafter referred to as the "Call Option".

Should Purchaser elect to exercise the Call Option, it shall exercise it on all the Receiver Shares then held by the Seller.

2. Duration. The Purchaser shall be entitled to exercise its Call Option at any time during the period of four (4) months (120 days) or earlier. (The Closing Date)

The Option Start day will be the day of cash accrediting but not later than:

The closing date will be 120 days following of cash accrediting but not later than:

18:00 hours Central European Time (London Time) (the "Call Option Period").

Upon expiration of the Call Option Period, the Purchaser shall forfeit the right under this Agreement to request that the Receiver shares held by the Seller be exchanged for the Cash.

3. Restrictions. For a period of one hundred and twenty days (120 days) or the Closing Date period, the Seller shall not sell, assign, transfer, convey or otherwise deliver to any third party, in whole or in part, the ownership of any of his/its Receiver Shares, pledge such shares or grant any right on such shares to any third party.

4. Completion. The Purchaser will appoint and exercise the purchase by the new established bank account, managed by AVIS Capital LTD if required.

Bank Name:

Bank Address:

Swift Code:

Account Name:

Account Number base:

Account Number for EUR:

Account Number for USD:

Account Number for GBP:

Merchant Account:

VISA Net Account: ICA IAT

Bank Officer:

Officer Phone:

E-Mail:

The seller will hold in custodial and deliver the Receiver Shares from the custodial Bank Institution or Broker Dealer to the banking coordinates:

Bank Name:

Bank Address:

Swift Code:

Account Name:

Account Number:

The Purchaser and the Seller agree to use their reasonable commercial efforts prior to the Closing Date to implement a completion process that will result in an exchange transaction being completed as quickly as possible and in any event within ten (10) business days from Purchaser's notification.

5. Representations and Warranties.

5.1 The Seller represents and warrants that the Shares, in accordance with the terms and provisions of this Agreement, are duly authorized, validly issued, fully paid and non-assessable and are not be subject to any preemptive or other statutory right of stockholders and, subject to Seller's representations and warranties set forth below, are issued in compliance with applicable securities laws.

5.2 The Seller represents and warrants that he/it shall have complete and unrestricted power to enter into and perform this Agreement and transfer, assign and deliver any Receiver Share upon which the Purchaser may exercise its Call Option, and that such Receiver Shares shall be free and clear from any security interests, liens, encumbrances, restrictions, or rights to the benefit of any third party.

5.3 Seller has been given the opportunity to ask questions of, and receive answers from, persons acting on behalf of the Purchaser concerning to obtain additional information necessary to verify the accuracy of the information set forth in the documents made available to Seller.

(f) AVIS is knowledgeable, sophisticated and experienced in making, and is qualified to make, decisions with respect to investments in securities like the Shares.

(g) AVIS is an "accredited investor" (as such term is defined in Rule 501 under the Act).

(h) If dealing with US citizen and/or US securities, seller understands that stop transfer instructions will be given to Purchaser's transfer agent with respect to the Shares, and that there will be placed on the certificate or certificates representing the Shares a legend similar in effect to the following:

"The shares represented by this certificate have not been registered under the Securities and Exchange Act of 1933 (the "Act") and may not be offered, sold or otherwise transferred, assigned, pledged or hypothecated unless registered under the Act or unless an exemption from registration requirements of the Act is available." (if applicable to US regulations)

(f) Seller acknowledges that Purchaser will rely upon these representations and warranties of Seller for purposes of determining the availability of an exemption from the registration requirements of the Act.

6. Stock Split. All numbers contained in, and all calculations required to be made pursuant to this Agreement shall be adjusted as appropriate in order to reflect any stock split, reverse stock split, stock dividend or similar transaction effected by the Purchaser and/or Receiver after the date hereof.

7. Miscellaneous.

7.1 Governing Law; Arbitration This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed and enforced in accordance with the laws of the United Kingdom.

7.2 Disputes. Arbitration. Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled by binding arbitration in London, United Kingdom. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of ICC ARBITRATOR, with the following exceptions if in conflict: (a) one arbitrator shall be chosen by ICC; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the arbitrator's rules and regulations) of the proceeding has been given to such party. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity, provided however, that nothing in this subsection shall be construed as precluding bringing an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. IF FOR ANY REASON THIS ARBITRATOPM CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM

ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

7.3 Amendment. This Agreement may be amended, modified, or supplemented only by an instrument in writing executed by the Parties hereto.

7.4 Assignment. The Purchaser may at any time assign all or any part of its rights and/or obligations under this Agreement to any of its Affiliates or any other person, and any assignee of the Purchaser shall succeed to and be possessed of the rights of the Purchaser hereunder to the extent of the assignment made, provided, however, that any such assignment by the Purchaser shall not relieve the Purchaser of its obligations hereunder.

7.5 Parties in Interest - No Third-Party Beneficiaries. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the Parties hereto. Neither this Agreement nor any other agreement contemplated herein shall be deemed to confer upon any person not a Party hereto or thereto any rights or remedies hereunder or thereunder.

7.6 Waiver. No waiver by any Party of any default or breach by the other Party of any representation, warranty, covenant or condition contained in this Agreement, or in any exhibit or any document, instrument, or certificate contemplated herein, shall be deemed to constitute a waiver of any subsequent default or breach by such Party of the same or any other representation, warranty, covenant or condition. No act, delay, omission or course of dealing on the part of any Party in exercising any right, power, or remedy under this Agreement or at Law shall operate as a waiver thereof or otherwise prejudice any of such Party's rights, powers and remedies. All remedies shall be cumulative and the election of any one or more shall not constitute a waiver of the right to pursue other available remedies.

7.7 Costs, Expenses and Legal Fees. Whether or not the transactions contemplated herein are consummated, each Party hereto shall bear its own costs and expenses (including attorneys' fees), except that each Party hereto agrees to pay the costs and expenses (including reasonable attorneys' fees and expenses) incurred by the other Party in successfully (i) enforcing any of the terms of this Agreement, or (ii) proving that the other Party breached any of the terms of this Agreement.

7.8 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, among the Parties, with respect to the subject matter hereof.

7.9 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future legal requirements effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

7.10. Notices. Any notice or communication hereunder must be in writing and given (i) by depositing the same in the mail, addressed to the Party to be notified, courier prepaid and registered with return receipt requested and received, (ii) by sending the same by express courier, or (iii) by delivering the same in person. Such notice shall be deemed received on the date on which it is hand-delivered or on the second business day following the date on which it was sent by express courier. If sent by registered mail, such notice shall be deemed received on the third business day following the date on which it is so mailed, then mailed within the same country, or on the tenth business day following the date on which it is so mailed, when mailed from a country different from the country of destination.

For purposes of giving notice, the addresses of the Parties shall be:

For the Seller:

For the Purchaser: AVIS GLOBAL ENERGY LTD

102 Acre Lane, SW25QN, London, UK
+44 2392 16 2001, +1 903 669 1660, WA +34 640 350 260
Email: info@avisbank.com

Any Party may change its address for notice by written notice given to the other Party in accordance with this Section 7.10.

8. Confidentiality – Publicity and Disclosures.

8.1 Each Party shall keep this Agreement and its terms confidential, and shall make no press release or public disclosure, either written or oral, regarding the transactions contemplated herein without the prior knowledge and written consent of the other Party hereto. The foregoing shall not prohibit any disclosure: (i) required by legal requirements or regulatory authorities to be made by one of the Parties, provided that the Party required to make such disclosure shall first consult with the other Party with respect to the form and substance of the proposed disclosure; (ii) to attorneys, accountants, investment bankers, or other agents of the Parties assisting the Parties in connection with the transactions contemplated herein; and (iii) by the Purchaser in order to comply with the law or the regulations of the Stock Exchange.

8.2 In the event that the transactions contemplated herein are not consummated for any reason whatsoever, the Parties hereto agree not to disclose any confidential, proprietary and/or nonpublic information they may have concerning the affairs of the other Parties, except for information that is required by Legal Requirements to be disclosed; provided that, in the event that the transactions contemplated herein are not consummated, nothing contained herein shall be construed to prohibit the Parties hereto from operating businesses in competition with those of other Party.

8.3 Governing Law; Arbitration This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of United Kingdom.

IN WITNESS WHEREOF, the Parties have signed this Call Option Agreement on the date first written above.

.....

By: _____

For: AVIS Global Energy LTD



By: _____

ADDENDUM 1

CORPORATE REGISTER