



AVIS Capital Limited (PLC), its a subsidiary of AVIS Global Energy and with AVIS Bank, is the infrastructure finance arm of the AVIS Global Energy Group of firms. AVIS Capital will be public traded in 2018.

AVIS Global Energy (LTD) is an international "Waste to Energy company established in 2007. AVIS has developed a global "green energy strategy and has industrial parks in operation and under development in numerous countries. AVIS Global Energy has been spearheading a worldwide business model designed to positively impact communities around the world. By alleviating municipal waste, it will help to transform the current global environmental and health problems into real solutions by generating clean energy resources, providing overall sanitation improvements and ensuring real, sustainable organic food production. Waste to Nanon-Powder with state of the art Vortex technology by tornado power and further converting with 3D printing technology is the overall solution for any city worldwide. Global challenges demand innovative thinking. AVIS Global Green Energy Industrial Parks are the result of such innovative thinking. As the human population increases, so does the strain on the environment caused by intensive energy demands, aggressive exploitation of natural resources and massive accumulation of waste. As of today, the AVIS Global Group of firms has over 120 green energy facilities in operation or development in South America and a further 80 around the world.

JOINT VENTURE AGREEMENT

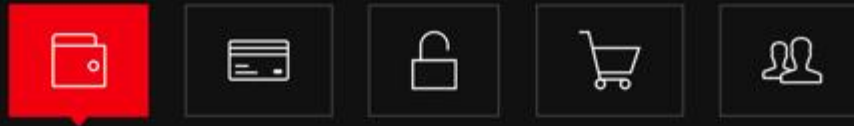
This Commercial Joint Venture Agreement is not a standalone financial transaction. The Joint Venturer supports the finance of the AVIS Global Green Energy Industrial Park at the territorial of the Joint Venturer or other locations. AVIS Global Green Energy Industrial Park is a humanitarian project. It is the intention of the AVIS Team to develop and erect at any mayor city a green energy industrial park to combat against CO² emission, environmental disasters, poisoned energy production, hunger and overfishing of the words oceans.

Any missus of this Joint Venture Contract will be reported to the authorities.

AVIS relay on the Investors Custodial Bank AML regulations in reference to the capital movements agreed in the joint Venturer contract.

Exclusively a AVIS registered, signed and coded contract is a valid agreement. The registering code will be provided automatically by the official application with the associated wallet account. The application contract must be send to:

info@avisglobal.eu
www.avis.cash



Fast payments wherever you are

AVIS BANK is the convenient bank for all those who prefer the simplicity of managing their spending outside of traditional banking and credit relationships.



Direct Payments



Global Coverage



Easy Use and Easy Processing



Fast Any Currency Transfers



Real Time Support 24/7



Secured Global Payment



This Joint Venturer contract does NOT constitute an offer to investment nor is it a solicitation to enter in any transaction described herein.

Contents of this Contract are Copyright (c) 2014, 2015, 2016 and 2017 by AVIS Capital LTD. (PLC) All rights reserved.

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Joint Venture Agreement for BankersD



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For filling you must use adobe reader



JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Joint Venture Agreement ("JV") is entered into by and between:

AVIS Capital LTD. (PLC) with registered offices at: 90 Long Acre Covent Garden London WC2E 9RZ, London WC2E 9RZ, United Kingdom,

+44 203 9608734 (front desk) | +1 903 669 1660 | +356 35505500 Intl. Europe

E-mail: info@avisbank.com | www.avisbank.com | www.avis.capital | www.avisglobal.group | www.avis.center

(AVIS);

and

with registered address at:

Represented by:

Contact: Tel:

Email address:

Web page:

(Joint Venturer);

Jointly called the **(Parties)**

IN CONSIDERATION THAT, AVIS Capital Limited (PLC) is a subsidiary of AVIS Global Energy Limited (PLC) with GBP 5.000.000.000,00 fully paid up share capital and the Capital Manger of the AVIS Global Energy world project and for its purpose owns and control the AVIS Bank network, AVISPay and AVIS Capital, London a UK Investment Fund with 10.000.000.000,00 fully paid up share capital. AVIS is a Credit Card issuer and manage and promote an international AVIS Wallet account program (AVISPay) with Fintech based, unlimited cross boarder easy transfer and server to server transfer (FX4) capacity and develop AVIS Greens Cyber currency. Therefore the parties enter in this Joint Venture, and;

RECITALS

WHEREAS, municipal solid waste management (as with other environmental concerns) is a worldwide concern regardless of geo-political conflicts and issues. Hence, irrespective of political differences, the countries, nations and people involved, environmental clean-up with state of the art municipal solid waste with zero emission is imperative and cumulatively would have tremendous impact on the current global environmental fears on global warming.

WHEREAS, AVIS Group believes and adopts the principle and philosophy that waste management transcends geo-political differences and equally welcomes every interest in environmental clean-up particularly in urban centres where society takes its appropriate priority.

WHEREAS, the Joint Venture Partner recognizes the immense impact of population growth, urbanization and industrialization of the country have radically increased and accelerated the need for a more efficient alternative to the current waste management system, i.e., landfills and incineration of municipal garbage.

WHEREAS, parties are prepared to enter into this JV to define the rights and obligations of each party, assign and otherwise allocate the respective tasks of parties and the corresponding obligations arising from this JV.

HENCE, The Parties agree that the capital transfers and held in AVIS Bank Network / AVISPay- Gold/ Diamond accounts, are for the purpose of infrastructure funding and non-recourse loans. The purchase and sell (trading) of high volume first class bank debentures at the primarily market generate liquid construction capital for the Parties, particular for the funding of the AVIS Global Green Energy Industrial Parks and the relevant payments of machineries invoices. The infrastructure funds supporting the funding of construction developments

of the Joint Venturer, confirm management agreement Gold/Diamond account contracts

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NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, promises and representations exchanged by one onto the other, parties have agreed to enter into this Joint Venture Agreement, and to be bound hereunder, as follows:

SECTION 1. TASKS OF THE JOINT VENTURER:

1.1 Joint Venturer provide funds to the amount of € \$ _____
in _____ Tranches agreed by Bankers draft for immediately accrediting confirm details **ANEX I** ;
Joint Venturer is aware that any bankers draft will take up to 6 weeks for accrediting, depending on issuer bank and regulatory requirements.

Bank:

Bank Address:

Swift:

Account Number:

Account Name:

1.2 The Joint Venture guarantee and declare that he is a sophisticated investor and aware about bank payment processing- timing and tax responsibility. The Joint Venturer declare that any tax payment in regards to the capitals involved will be at the Joint Venturer discretion. AVIS Capital Limited (PLC) and its Banks revues any responsibility in front of any tax authority and Joint Venturer represented by its principal and/or shareholders will hold AVIS Capital Limited (PLC) and its Banks harmless on any event on this capital transfers. The Joint Venturer declare that the transferring & custodial bank examined standard AML controlling and clearance in reference to the capitals transferred to AVIS.

SECTION 2: ASSIGNMENT AND TRANSFERS.

Parties understand that this Agreement is non-assignable by the Joint Venture Partner, and Joint Venture Partner was awarded this Agreement on the basis of its unique talents and skills, required and requisite for the particular position involved in this Agreement and the expectancies and representations it has made, and its ability to deliver to the exclusive benefit of the Joint Venture. Hence, this Agreement may not be assigned to another party without the prior written consent of AVIS. Any transfer, assignment or encumbrance or lien on this Agreement is void without the prior written consent of AVIS. However, AVIS may transfer or assign this agreement or any part of it to any other Company within the AVIS group of companies.

SECTION 3: COVENANT OF CONFIDENTIALITY AND NON-DISCLOSURE.

3.1. Joint Venture Partner shall treat as confidential any and all information obtained from the other party through the performance of any obligations or the exercise of any rights hereunder as well as all information previously obtained in connection with the subject matter hereof. All parties, either as receiving or giving party, has the continuing duty to fully inform any third party requesting disclosure or otherwise intending to engage, hire or consult or contract any party herein, in whatever capacity, of these covenants and the restrictions of disclosure and non-competition.

3.2. During the term of this Agreement (as well as prior to the date hereof) continuing to the lifetime of the Joint Venture, Joint Venture Partner shall learn trade secrets and confidential information of the business and the corporate opportunities that may be developed or otherwise be generated as a consequence of the current business. ("Trade Secrets").



JOINT VENTURE AGREEMENT

- 3.3. During the period of this Agreement and during the existence of the JV Company and/or the intended business, and three (3) years after termination of this Agreement, terminating or divesting party to this Agreement covenants and agrees that he will not, directly or indirectly, disclose or communicate to any person or entity any Trade Secrets" covered by this Agreement ("Non-Disclosure Covenant") or otherwise participates, involves in, get into a similar or competitive business covered by this Agreement.

SECTION 4. COVENANT OF NON-COMPETITION.

- 4.1. Joint Venture Partner agrees not to entertain, consider, be interested in, invest in, participate, engage in or otherwise be involved, directly or indirectly, through relatives within the fourth civil degree (first cousins), friends and associates, in any business, activities, affairs or any undertaking that compete, directly or indirectly, with the businesses of the corporation as set forth in this Agreement, either as a consultant, advisor, stockholder, silent partner, employee or agent or assignee.

SECTION 5. SURVIVAL OF REPRESENTATIONS AND COVENANTS.

In the unlikely event that parties at a later time should disagree to a point that they have to part ways without any conflicts but without the purpose of circumventing or otherwise preventing the other parties from receiving their equal share in the business opportunities and the future expectancies in the profits of the corporation, This agreement shall survive and shall be enforceable after the date of the formal break up for a period of THREE (3) years. Such restrictive covenants shall apply only to activities conducted in the line of business of AVIS. This period is intended to ensure that the parties and each of them are given adequate deterrence of breaking their Agreement, the intent and language of this Agreement.

If it should be determined that a party has directly or indirectly caused the break-up of the Joint Venture and/or the businesses or affairs thereof for the purpose of creating, supporting or in any way benefiting a competitive business or a business in the same line of the JV Company, such breaching party shall be liable for any and all damages, including punitive damages, sustained by the JV Company and the stockholders; and such shareholder, officer or director shall disgorge any and all of her or her shares, profits, equity or interests in the business that is competitive or in the line of business of the corporation.

SECTION 6. FULL & FINAL INTEGRATION OF PARTIES' AGREEMENT.

- 6.1. Parties stipulate and admit that this Agreement is the full and final integration of their agreement. No previous, contemporaneous, oral or written agreement shall be admissible to modify, alter or vary the terms and conditions set forth in this Agreement. It is understood that this Agreement have incorporated or otherwise included any and all provisions, agreements, conditions and stipulations agreed upon, negotiated and compromised by parties and all of them. They cannot later challenge or otherwise question any provision or condition based on lack of understanding, devoid of consideration or inadequate expression of the intents of the parties. It is presumed that when parties affix their signatures, they have read and fully understood each and every provision written, and that by signing they manifest to be bound and will follow in good faith, without purpose of evasion, the Agreement and each and every provision herein.
- 6.2. The specific enumeration of the provisions and the issues and matters covered by this Agreement is intended to exclude those not specifically covered or dealt with in this Agreement. Hence, any and all omissions in this Agreement is intentional, and no argument can be made that there was oversight, omission or failure to incorporate an issue or subject matter not written in this Agreement.
- 6.3. Any changes, modification or alternation of this Agreement must be made in writing and to be signing by all parties.



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SECTION 7. COVENANT OF GOOD FAITH AND FAIR DEALING.

Parties stipulate and admit that, in entering into and in executing this Agreement, each of them have assumed the covenant of good faith and fair dealing; that each of them shall volunteer, participate, accept and discharge their duties, tasks and responsibilities and rights without purpose of evasion so as achieve the collective and common purpose of this Agreement such that parties will receive their respective expectancies stipulated herein; and devoid of any intention of depriving, directly or indirectly, any party from her or his expectancies, compensation or remuneration.

SECTION 8. NOTIFICATION OF NEW JV PARTNER.

In the event that the Joint Venture Partner should terminate this Agreement, it hereby grants consent by notification to AVIS of a new joint venture's partner about its rights and obligations under this Agreement.

SECTION 9. REPRESENTATIONS.

Parties agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. Parties further represents that their performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by her or him in confidence or in trust prior to this Joint Venture. Parties have not entered into, and agree they will not enter into, any oral or written agreement in conflict herewith.

SECTION 10. ARBITRATION AND EQUITABLE RELIEF.

Parties agree that any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this joint venture agreement, shall be settled by arbitration to be held in Ireland in accordance with the rules then in effect of the jurisdiction. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The Company and parties shall each pay one-half of the costs and expenses of such arbitration, and each of us shall separately pay our counsel fees and expenses. This arbitration clause constitutes a waiver of any right to a jury trial and relates to the resolution of all disputes relating to all aspects of the employer/employee relationship, including, but not limited to, the following claims: any and all claims for wrongful discharge of employment; breach of contract, both express and implied; breach of the covenant of good faith and fair dealing, both express and implied; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; and defamation;

10.1. Any and all claims for violation of any federal, state or municipal statute of the jurisdiction, parties understand that each party's promise to resolve claims by arbitration in accordance with the provisions of this agreement, rather than through the courts, is consideration for other party's like promise. Parties further understand that this agreement is offered in consideration of the promise to arbitrate claims.

10.2. In the event that disputes cannot be resolved by parties, the prevailing party shall be awarded reasonable attorneys fees computed at £1000 (one thousand GBP) per hour and not over £50,000.00 (fifty thousand GBP) and costs of litigation.

10.3. Parties agree that no injunction shall be applied for to suspend, prohibit or interfere with or interrupt the operations and business of the Company, and this Agreement shall be an effective bar to prohibit or otherwise restrain the issuance of injunctive reliefs.



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SECTION 11. GENERAL PROVISIONS.

GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION. This Agreement shall be governed by the laws of England and Wales. Parties and each of them hereby expressly consent to the personal jurisdiction of the courts located in London for any lawsuit filed there arising from or relating to this Agreement. Any and all challenges on personal jurisdiction outside of the courts in London are hereby expressed waived and abandoned.

SECTION 12. MISCELLANEOUS.

- 12.1. Severability. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
- 12.2. SUCCESSORS AND ASSIGNS. This Agreement will be binding upon, executors, administrators and other legal representatives and its assigns.
- 12.3 Forbearance Not a Waiver. Extension of the time for or modification of performance shall not operate to release the liability of parties. A party shall not be required to commence proceedings against any default party. Any forbearance in exercising any right or remedy including, without limitation, shall not be a waiver of or preclude the exercise of any right or remedy.

SECTION 13 DUE UNDERSTANDING AND NOTICE TO SEEK ADVICE OF INDEPENDENT COUNSEL.

Upon signing this agreement, the signing party represents that s/he has understood the contents and legal implications of this Agreement. Parties and each of them have been made fully aware of their right to seek independent counsel to review and advise each of them as to the legal consequences of this Agreement, and she or has been advised to and, in fact, encouraged to seek advice of independent counsel: (a) to advise each of them as to the implications, the consequences and import of this Agreement and the stipulations provided and (b) as to the appropriateness, fairness and reasonableness of this Agreement and the terms and conditions therefore.

SECTION 14. ENGLISH IS THE CONTROLLING LANGUAGE. In the event of litigation arising from this Agreement, the English language shall be the controlling language in interpreting and giving meaning to the intent and meaning of the provisions herein.



JOINT VENTURE AGREEMENT

[Agreed and Accepted that an Electronic Signature is a Valid Hand 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 be:-
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;
1. ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May, 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
2. 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, parties hereto set their hands on this Date: _____

AVIS CAPITAL LIMITED



Name : ROSEMARIE SCHEIDT H.J. KOENIG
Title : DIRECTOR SENIOR ADVISOR



.....

Name : _____
Title : JOINT VENTURER



ADENDUM I (Bankers Draft)

Issuing Bank

Value date at sight for cash

for forfeiting date

Add front-side of bankers draft (pdf)

Add back-side of bankers draft (pdf)

PASSPORT