

OPTION FOR GARBAGE DELIVERY



AVIS Global Energy Limited is a member of AVIS Global Group PLC. The firm is the successor of AVIS Financial Corporation previously founded by AVIS. Initially has been launched 2006 in Cyprus, developed in London, moved to Canada in 2013, re-registered in Malta and USA and finally moved to London for the Stock Exchange development.

AVIS Global Energy Limited is an international Waste to Energy company with a global strategy. The AVIS engineering team has developed several Waste to Petrol Facilities in operation as well as under development in numerous countries, since the AVIS Global Energy franchise project was established in 2007. In 2016 AVIS has changed its technology for waste to Nano Powder. AVIS Global Energy has been spearheading a worldwide business model designed to positively impact communities around the world. By alleviating municipal waste and converting to Nano Powder for the 3D printing industries, it will help to transform the current global environmental and health problems into real solutions by new resources. The AVIS Global Green Energy Industrial Parks will be the overall solution for waste management, alternative meat production, free energy production, stopping oceanic overfishing and cleaning environmental disasters. 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 resource demands, aggressive exploitation of natural resources and massive accumulation of waste. Today, the AVIS Global Group of firms has reached above 120 facility developments in South America and further 80 around the world.

MASTER COOPERATION AGREEMENT FOR SUPPLY OF SOLID MUNICIPAL AND INDUSTRIAL WASTE TO AVIS PLANT IN SPAIN

This MASTER COOPERATION AGREEMENT (“**Agreement**”) is made as of

by and between:

AVIS Global Energy LTD. Head office at 90 Long Acre, Covent Garden, London, WC2E 9RZ, UK Contact:
+356 3550 5500 | +1 903 669 1660 | e-mail: info@avisbank.com

| www.avisbank.com | www.avisglobal.group | www.avis.capital

[“**AVIS**”];

and

with registered address at:

Represented by:

Contact: Tel:

Email address:

Web page:

(hereinafter known as the “**Strategic Consultant**”),

hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

PROJECT:

WHEREAS, Client asked Strategic Consultant to find suppliers of Municipal and Industrial waste from different countries to be transported to Spain Motril Central Industrial AVIS Harbour. The standard practice is that the Municipal and Industrial waste, owned and collected by companies controlled by Municipalities (or other State institutions), can be sold abroad for a fixed price, which may include the transportation costs from the warehouse / landfill / collection point to the final destination abroad, where the Municipal and Industrial waste has to be processed. The project requires a sensitive activity to select the potential suppliers of Municipal and Industrial waste to the Spanish plant and negotiate the terms and conditions of the related contract, including financial, economic and logistic aspects.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 THE SCOPE OF PROFESSIONAL SERVICES

The goal is to support AVIS in finding reliable and financially capable suppliers of Municipal and Industrial waste from different interesting parties, able to provide and pay for the disposal of a total annual amount of five (5) million tons, to be delivered to the installation AVIS Industrial, Motril Harbor, Spain 36.723082/3.517334.

The Strategic Consultant will support AVIS in negotiating any financial, economic and logistic aspect of the deal. If and when it is required the intervention of other Professionals (e.g., lawyers), then the Strategic Consultant will introduce selected Parties to AVIS to get the specific services.

- 1.1** The Strategic Consultant will also support to select a logistic company able to deliver the solid urban waste to the final destination for disposal in Spain Industrial Harbor.

ARTICLE 2 FEES AND REMUNERATION

2.1. Fees for consulting services.

The Client agrees that AVIS will pay to the Strategic Consultant a **Success Fee** equal to:

€, no VAT,

on each ton of solid urban waste that will be delivered and paid by the interesting supplier to Avis, with an indicative price of:

€ no VAT

with transportation costs to be paid by the Interested supplier, thanks to the intervention and support of the Strategic Consultant.

The Success Fee will be paid by the Client, on a pro-rata basis, within 7 (seven) calendar days from the date the Client is receiving each payment from the Interested supplier of solid urban waste. In case the Client receives a prepayment or a financial instrument, as guarantee for the supplies, to be counter guaranteed by “advance payment bond” or insurance policy or any other financial instrument, AVIS will have to pay the Success Fee to the Strategic Consultant on a pro-rata basis also on the prepayment.

If for any reason the Client does not accept the proposed supplies from Interested Supplier, no success fee is due to the Strategic Consultant.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

[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

IN WITNESS, WHEREOF, parties hereto set their hands on this Date:

AVIS GLOBAL ENERGY LIMITED

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

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Name	:	
Title	:	STRATEGIC PARTNER

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