

DRIVING THE FUTURE




AVIS
CAPITAL

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.

JV FRANCHISE AGREEMENT

This Commercial Joint Venture / Franchise Agreement is not a financial transaction. Pursuant to this Agreement the Joint Venture / Franchise supports the finance of the AVIS Global Green Energy Industrial Park in the territory of the Joint Venture / Franchise or other locations as may be agreed between the Parties and specified herein.

AVIS Global Green Energy Industrial Parks are humanitarian projects. It is the intention of the AVIS Team to develop and construct green energy industrial parks worldwide to combat against CO2 emission, environmental disasters, poisoned energy production, hunger and overfishing of the world's oceans.

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

AVIS relies on the Credit Card issuing bank (sender) AML regulations in reference to the capital movements and tax requirements agreed in the Joint Venture Agreement.

This AVIS registered, signed and coded contract constitutes a valid, exclusive and binding agreement. The registering code will be provided automatically by the official application with the associated wallet account. The application contract must be sent to: customer@avisbank.com



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

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JOINT VENTURE - FRANCHISE 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, WC2E9RZ London, UK | Tel +44 2392 16 2001 | +1 903 669 1660 | WhatsApp +34 640 350 260 | Skype avisglobal | www.avisbank.com | www.avis.business | www.avis.capital | www.avis.center www.avis.today | www.whitewest.org | E-mail: info@avisbank.com

(AVIS);

and

with registered address at:

Represented by:

Contact: Tel:

Email address:

Web page:

(Joint Venturer);

Jointly called the **(Parties)**

AVIS Capital Limited is a subsidiary of AVIS Global Energy, 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 develops the Fintech based banking system AVISPay with AVIS Bank a conglomerate of different banking systems and AVIS Capital (LTD) PLC London a UK Investment Fund with GBP £10.000.000.000,00 fully paid up share capital. 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 amongst the countries, nations and people involved, environmental clean-up with state of the art municipal solid waste management with zero emission is imperative and will have tremendous impact on the current global environmental fears regarding climate change.

WHEREAS, AVIS Energy 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.

WHEREAS, the Joint Venturer recognizes that the immense impact of population growth, urbanization and industrialization 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.

Hence, is the Joint Venturer is prepared to provide funding to fund for one or more AVIS Global Green Energy Industrial Parks and the related payments for technical equipment and plant machinery.

WHEREAS, Joint Venture Partner has studied various technologies and systems, their innovations and



alternatives, on solid waste management, and has determined that AVIS Energy's waste management systems and technology address and responsibly provide the best possible alternative solution to the pressing municipal waste management;

WHEREAS, parties are prepared to enter into this JV so as 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.

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 shall provide funds to the amount of:

€ \$

in Tranches agreed by the Credit Card deduction authorization formulary.

This funds are loaded at the Mastercard Visa debit/ credit card:

Issued by and authorize AVIS Capital & AVIS Logistic LTD.

Limited to download these Funds for the construction invoice payments in tranches by using the force payment code (if any) provided by the card issuing institution.

1.2 Joint Venturer will open a new AVISPay wallet account and AVIS will accredit % of the funds paid to AVIS by debit card in that new AVISPay wallet account to be released against construction certifications.

1.3 Joint Venturer will provide the six digits' authorization code in a timely manner.

1.4 Joint Venture will receive from AVIS two hours advanced notice before the agreed window time for the start of download of funds by the AVIS operator so as to allow the Joint Venturer the necessary time to arrange of the authorization code for each tranche.

1.5 Joint Venturer guarantees and declares that he is a sophisticated investor and fully aware of bank payment processing and timing and tax obligations. The Joint Venturer declares that any tax payment in regards to the capital involved in this transaction will be at the Joint Venturer's discretion. AVIS Capital Limited (PLC) and its Banks shall not have any responsibility for any tax obligations pursuant to this Agreement and Joint Venturer, represented by its principal and/or shareholders, holds AVIS Capital Limited (PLC) and its Banks harmless regarding any demand for such tax or other governmental payments. The Joint Venturer declares that the Credit Card issuing bank has fully examined and authorized standard AML controlling and clearance processes in reference to the capital payments to AVIS.

SECTION 2. TASKS AND OBLIGATIONS OF AVIS

AVIS Capital Limited (PLC) shall undertake to provide all facilities, expertise, technical know-how and equipment necessary to construct and commission for full operation an AVIS Green Energy Industrial Park in



SECTION 3: ASSIGNMENT AND TRANSFERS

Parties understand that this Agreement is non-assignable by the Joint Venturer, and Joint Venturer was awarded this Agreement on the basis of its unique talents and skills, required and requisite for the particular functions involved in this Agreement and the representations it has made, regarding its ability to deliver this project 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 4: COVENANT OF CONFIDENTIALITY AND NON-DISCLOSURE

- 4.1. Joint Venturer 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, have 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 on disclosure and non-competition.
- 4.2. During the term of this Agreement (as well as prior to the date hereof) continuing to the lifetime of the Joint Venture, Joint Venture 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"].
- 4.3. 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 5. COVENANT OF NON-COMPETITION.

- 5.1. 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 6. 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 business as 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 7. FULL & FINAL INTEGRATION OF PARTIES' AGREEMENT.

- 7.1. 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.
- 7.2. 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 are 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.
- 7.3. Any changes, modification or alternation of this Agreement must be made in writing and to be signing by all parties.

SECTION 8. 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 9. NOTIFICATION OF NEW JV PARTNER

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

SECTION 10. 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 11. 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;

11.1. 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.

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

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

SECTION 12. GENERAL PROVISIONS.

GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION. This Agreement will be governed by the laws of Ireland. 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 of the courts in London are hereby expressed waived and abandoned.

SECTION 13. MISCELLANEOUS.

13.1. 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.

13.2. SUCCESSORS AND ASSIGNS. This Agreement will be binding upon, executors, administrators and other legal representatives and its assigns.

13.3 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 defaulting party. Any forbearance in exercising any right or remedy, without limitation, shall not be a waiver of or preclude the exercise of any right or remedy.

SECTION 14 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 15. 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.



**HAND WRITTEN REMARKS &
* REQUIRED TRANCH SCHEDULE**

[Empty box for handwritten remarks and required tranch schedule]

*Depending on country restrictions suggested tranch schedule will varied



[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 (PLC)

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

JOINT VENTURER

Name	:	
Title	:	JOINT VENTURER



GUARANTEE LETTER

From: [Joint Venturer/Franchise]

To: **AVIS Capital Limited (PLC)**
90 Long Acre, Covent Garden
WC2E9RZ London, UK

Date:

In reference to the invoice N° _____ for the delivery of construction materials, engineering services and machinery, for the erecting of the AVIS Global Green Energy Industrial Park.

I/we _____ declare that I'm/we are fully satisfied with the

Joint Venturer Contract / invoice N° _____ and the products received or contracted and fully confirm with your charges on my/our Credit Card

N° _____

issued in my/our name and guarantee with full private (corporate) responsibility not to claim and charge back your deducted amounts from my/our credit card.

I/we declare that this electronic letter is my/our fully undertaking and valued attestation.

Date:

Mr.
Joint Venturer

[Notary Certification]



Passport

***Click and upload the picture or pdf**

Credit Card Front

Credit Card Back

***Click and upload the picture or pdf**

Utility Bill

***Click and upload the picture or pdf**

Account Statement

*Click and upload the picture or pdf