#### AGREEMENT ON DELIVERY OF CASH FUNDS FOR INVESTMENT TRANSFER VIA IP-IP

THIS AGREEMENT ON DELIVERY OF CASH FOR INVESTMENTS TRANSFER VIA IP-IP (HEREINAFTER REFERRED TO AS "AGREEMENT") IS MADE AND ENTERED ON THIS DAY OF 18 March 2021 BY AND BETWEEN

PARTY "A", FUNDS PROVIDER / THE	SENDER (HEREINAFTER REFERRED TO AS "SENDER")
COMPANY NAME:	
COMPANY ADDRESS:	
COMPANY REG. NUMBER:	
REPRESENTED BY:	
TITLE:	
PASSPORT NUMBER:	
PASSPORT ISSUE DATE:	
PASSPORT EXPIRY DATE:	
COUNTRY OF ISSUE:	

PARTY "A" (SENDER) BANK DETAILS	
BANK NAME:	
BANK ADDRESS:	
ACCOUNT NAME:	
REPRESENTED BY:	
BANK SENDER IBAN:	
ACCOUNT:	
BIC/SWIFT CODE:	
BANK OFFICER:	
BANK OFFICER TEL:	
BANK OFFICER EMAIL:	
IDENTITY CODE:	
SENDER SERVER ID:	
SENDER GLOBAL IP:	
TRANSFER CODE:	
GLOBAL SERVER ID:	
GLOBAL SERVER IP:	
BANK SOURCE TID:	
IMAD NO:	
CLEARING-HOUSE NO:	
ISIN NO:	
UTR:	
CURRENCY:	

#### PARTY "B", FUNDS RECEIVER / THE RECEIVER (HEREINAFTER REFERRED TO AS "RECEIVER")

COMPANY NAME:	
COMPANY ADDRESS:	
COMPANY REG. No.:	
REPRESENTED BY:	
TITLE:	
PASSPORT NUMBER:	
PASSPORT ISSUE DATE:	
PASSPORT EXPIRY DATE:	
COUNTRY OF ISSUE:	

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CONTRACT CODE:		
TRANSACTION CODE:		

#### PARTY "B" (RECEIVER) BANK DETAILS

BANK NAME:	
BANK ADDRESS:	
ACCOUNT NAME:	
REPRESENTED BY:	
BANK SENDER IBAN:	
IBAN/ACCOUNT No.:	
BIC/SWIFT CODE:	
BANK OFFICER:	
BANK OFFICER TEL:	
BANK OFFICER EMAIL:	

With full legal and corporate authority to sign this agreement, in consideration of the premises and the mutual promises and contained in this agreement, and for other good and valuable consideration, the receipt and sufficiently of which are hereby acknowledged, the Parties hereby agree the following:

#### **DETAILS OF TRANSACTION INSTRUMENT: VIA IP-IP**

INSTRUMENT:	IP-IP SPECIAL TRANSFER SWIFT (CASH-BACKED)
TOTAL FACE VALUE:	XXXX EUROS (€XXXXX Euros)
FIRST TRANCHE:	
SECOND TRANCHE:	
THIRD TRANCHE:	
FUTURE TRANCHES:	
RATIOS	
DELIVERY BY SENDER:	VIA IP-IP CODE SERVER SWIFT TRANSFER
PAYMENT BY RECEIVER:	SWIFT MT103 WIRE TRANSFER WITHIN 3 BANKING DAYS AFTER RECEIPT
REMITTENT BY:	CASH / WIRE TRANSFER
PAYMENT BY:	CASH TRANSFER WITHIN 3 BANKING DAYS AFTER RECEIPT, AUTHENTICATION & VERIFICATION FROM SENDER

#### PROCEDURE / PROTOCOL

#### DOA Paperwork

- The SENDER has nominated (BANK NAME), (Location), as his sending bank for the purpose
  of sending settlement funds (for receiving / investment transfers.)
- RECEIVER nominate (BANK NAME), (Location), to act on their behalf, in respect to receipt funds for investments.
- The SENDER populates the contract accordingly and signs in agreement. The RECEIVER will
  then formally sign the contract. This agreement is then lodged with respective banks, which
  thereby automatically becomes a full recourse commercial contract

# Pre-Advice SWIFT MT 999 or MT199 INVESTOR≫RECEIVER

SENDER's bank will issue a SWIFT MT-999 or 199 (free text message) confirming that
they are ready, willing and able (RWA) to execute and send funds by IP-IP according to this
agreement.

#### Pre-Advice ANSWER SWIFT MT999 0R MT199 RECEIVER≫INVESTOR

 Within 24/48 hours after delivering of the SWIFT 999 or 199 RWA Pre Advise; RECEIVER'S BANK will issue a SWIFT MT999 or 199, answering that they ACCEPT receiving funds via IP-IP according to this agreement.

# Screens Delivery Black, Blue and Yellow INVESTOR>RECEIVER

SENDER'S bank uploads the funds by IP-IP into the Receiver account. The three: Black,
Blue, and Yellow Screens of funds uploaded will be delivered by Sending bank Either in
copy to its own client that will deliver them to the Receiver's company, either to the
Receiving bank by bank email (Receiver's bank officer email details are just included inside
this agreement)

## PAYMENT MT 103 RECEIVER≫INVESTOR

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 Upon receipt of the Screens, the Receivers Bank will download the funds uploaded starting the payments established in this agreement.

## 6 OTHERS TRANCHES Venture Partner >> INVESTOR

 Upon completing the Payment, the Sender can upload the others funds by IP-IP as established in this agreement, always delivering the three Black, Blue and Yellow Screen to the Receiver's company and to the Receiver's bank officer by bank email.

No changes will be allowed to this agreement unless done so in writing with the full agreement of the Parties hereto. We are a regulated company and all internal bank communications are strictly confidential. Only Bank officer to Bank officer communications are allowed.

PARTY	"B" SENDER'S PASS	<u>PORT</u>	

PARTY "A"	SENDER'S BUSINESS RE	<u>GISTRATION</u>	

PARTY "B	" RECEIVER'S PASSPO	ORT COPY	

CONTRACT CODE: TRANSACTION CODE:			
	PARTY "B" RECEIVER'S E	BUSINESS REGISTRA	<u>TION</u>
PARTYY "A" INITI		OF 11 F	PARTYY "B" INITIALS

PROOF OF FUN	DS & TWO BANKERS BUS	SINESS CARDS	

#### NOTICE(S)

Any modifications, amendments, addendums or follow-on contracts will be executed by the two authorized signatories respectively. When signed and referenced to this agreement, whether received by mail or facsimile transmission as all and any facsimile or photocopies certified as true copies of the originals by both Parties hereto shall be considered as an original, both legally binding and enforceable for the term of this agreement.

#### SPECIFIC PERFORMANCE; OTHER RIGHTS

The Parties recognize that several of the rights granted under this agreement are unique and, accordingly, the Parties shall, in addition to such other remedies as may be available to them at law or in equity, have the right to enforce their rights under this agreement by actions for injunctive relief and specific performance.

#### PRIOR AGREEMENTS; CONSTRUCTION; ENTIRE AGREEMENT

this agreement, including the exhibits and other documents referred to herein (which form a PARTY hereof), constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between them as to such subject matter and all such prior agreements and understandings are merged herein and shall not survive the execution and delivery hereof. in the event of any conflict between the provisions of this agreement and those of any joint venture agreement, the provisions of the applicable joint venture agreement shall control.

#### **AMENDMENTS**

This agreement may not be amended, altered or modified except (i) upon the unanimous by instrument in writing and signed by each of investor and asset manager.

#### **SEVERABILITY**

If any provision of this agreement shall be held or deemed by a final order of a competent authority to be invalid, inoperative or unenforceable, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, but this agreement shall be construed as if such invalid, inoperative or unenforceable provision had never been contained herein so as to give full force and effect to the remaining such terms and provisions.

#### **COUNTERPARTYS**

This agreement may be executed in one or more counterparties, all of which shall be considered one and the same Agreement, and shall become effective when one or more such counterparties have been signed by each of the Parties and delivered to each of the other Parties.

#### APPLICABLE LAW; JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of the Kingdom of England.

#### **WAIVER OF JURY TRIAL**

The Parties hereto hereby irrevocably and unconditionally waive trial by jury in any legal action of proceeding relating to this agreement and for counterclaim therein.

#### **ARBITRATION**

Every attempt shall be made to resolve disputes arising from unintended or inadvertent violation of this contractual agreement as far as possible amicably. In the event that adjudication is required local legal process shall be preceded with according to the principal of the ICC as above indicated. Where judicial resolution is not thereby achieved, this matter shall be settled by the ICC itself and the decision of which all Parties shall consider to be final and binding. No state court of any nation shall have subject matter jurisdiction over matters arising under this agreement.

#### NO RIGHTS OF THIRD PARTIES.

(I) this agreement is made solely and specifically between and for the benefit of the Parties hereto and their respective members, successors and assigns subject to the express provisions hereof relating to successors and assigns, and (ii) no other person whatsoever shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this agreement as a third-party "Beneficiary or otherwise.

#### **SURVIVAL**

The covenants contained in this agreement which, by their terms, require performance after the expiration or termination of this agreement shall be enforceable notwithstanding the expiration or other termination of this agreement.

#### HEADINGS

Headings are included solely for convenience of reference and if there is any conflict between headings and the text of this agreement, the text shall control.

#### **CURRENCY**

Any exchange of funds between investor and asset manager shall be made in the same currency in which the investor transferred the investment fund (article iii; section 3.0.5.; (b)).

In addition, all calculations pursuant to this agreement and any joint venture agreement shall be based on ICC regulations in Paris.

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IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO EXECUTED THIS AGREEMENT ON THIS DAY OF 18 March 2021

#### **ELECTRONIC SIGNATURE IS VALID AND ACCEPTED AS HAND SIGNATURE"**

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS) SHALL BE DEEMED VALID AND ENFORCEABLE IN RESPECT OF ANY PROVISIONS OF THIS CONTRACT. AS APPLICABLE, THIS AGREEMENT SHALL BE:

- 1. INCORPORATE U.S. PUBLIC LAW 106-229, "ELECTRONIC SIGNATURE IN GLOBAL AND NATIONAL COMMERCE ACT" OR SUCH OTHER APPLICABLE LAW CONFORMING TO UNCITRAL MODEL LAW ON ELECTRONIC SIGNATURES (2001) AND
- 2. ELECTRONIC COMMERCE AGREEMENT (ECE/ TRADE/257, GENEVA, MAY 2000) ADOPTED BY THE UNITED NATIONS CENTRE FOR TRADE FACILITATION AND ELECTRONIC BUSINESS (UN/CEFACT).
- 3. EDT DOCUMENTS SHALL BE SUBJECT TO EUROPEAN COMMUNITY DIRECTIVE NO. 95/46/EEC, AS APPLICABLE. EITHER PARTYY 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.

INSTRUMENTS.	
Signature:	
On Behalf Of: PARTY "A" (Sender)	
Signed:	
Name:	_
Passport:	
Date of Issue:	
Date of Expiry:	
Place of issue:	
On Behalf Of: PARTY "B" (Receiver)	
0	
Signed:	_
Name:	
Passport: Date of Issue:	
Date of Expiry:	
Place of issue:	
	***** END OF THE AGREEMENT *****

PARTYY "A" INITIALS\_\_\_\_

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PARTYY "B" INITIALS