



FX AVIS

CAPITAL CONTRACT

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 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 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 from 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 a further 80 around the world.

FOREX FRANCHISE AGREEMENT

This Commercial Joint Venture Agreement is not a standalone financial transaction. The Joint Venturer as Franchise partners 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 Forex Franchise Agreement

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@avisbank.com
www.avisbank.com



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

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is strictly prohibited.*

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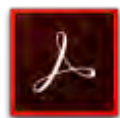
Page 2 of 8

Joint Venture Agreement for SWAB/S2S



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FOREX FRANCHISE AGREEMENT

& JOINT VENTURE

KNOW ALL MEN BY THESE PRESENTS:

This Joint Venture / Franchise Agreement ["JV"] is entered into by and between:

AVIS Capital LTD. UAE- Abu Dhabi, OFFICE NO B31, Marina Royal Compound, United Arab Emirates +44 2392 122001 | +1 903 6691660 | +34 640 350 260 | info@avisbank.com | <https://avisbank.com> <https://avis.global/capital>
[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 is a subsidiary of AVIS Global Energy LTD 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, manage and promote an international AVIS **QUANTUM** Bank with Credit Card program [AVISPay] and ISO20022 API connectors, with BIC: **BPYNCATTXXX** and **ABIQ** licenses. AVIS Bank processes with its subsidiaries in Abu Dhabi, Alaska under N°2158956, in Dubai, in Canada and several European countries a unique **QUANTUM** Bank financial **HUB** with central bank capital import licenses for server to server transfer, high volume card off line payments and the AVIS Greens Digital Currency. The <https://avis.exchange> block-chain based stock exchange is a union of 4 global licensed exchanges. Therefore the parties enter in this franchise in 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 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 canthers 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.

HENCE, it is prepared to provide funding for enhance the equity capital of the Corporation for the funding of the AVIS Global Green Energy Industrial Parks and the relevant payments of machineries invoices.

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.

AVIS110417325202

Page 3 of 8

Joint Venture Agreement for AVAB/S2S



FOREX JV AGREEMENT

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	(1) (2) (3) (4) (5)
	€ \$	initial Tranche
	€ \$	subsequent Tranche
	€ \$	subsequent Tranche
	€ \$	subsequent Tranche
	€ \$	subsequent Tranche
	€ \$	subsequent Tranche
	€ \$	subsequent Tranche
	€ \$	subsequent Tranche
	€ \$	subsequent Tranche
	€ \$	subsequent Tranche
	€ \$	TOTAL AMOUNT

Transfers **(1)*MT103/(202)/GPI and/or (2) INTERBANK IP and/or (3) VISANet and/or (4) Target2 and/or (5) DTC** interbank transfers to the Bank account details and transfer formatting confirm list of AVIS FOREX participation member accounts or AVIS correspondence accounts and/or

1.1 Joint Venture invest as follows: [* MT202 credit transfer coverage description if needed]

% of the funds into the Equity Capital of AVIS for the construction payments.

% will be accredited in a new AVIS wallet account in favor of the Joint Venturer.

Account opening

AVISPay account number

Cash custody account

1.2 Joint Venture guarantee and declare that he is a sophisticated investor and aware about bank payment processing and 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 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 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.



FOREX JV AGREEMENT

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").
- 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,



FOREX JV AGREEMENT

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.

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



FOREX JV AGREEMENT

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.

SECTION 11. GENERAL PROVISIONS.

GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION. This Agreement will 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 United Kingdom 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 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 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.



FOREX JV AGREEMENT

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.

(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: _____

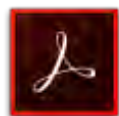
AVIS Capital LIMITED



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



Name :
Title : JOINT VENTURER





AVISPAY ACCOUNT NUMBER

SENDING BANK ACCOUNT

Bank Routing Name	
Bank Address	
City/State	
SWIFT/BIC	
Short Code	
IBAN / Account Number	
Account Name	
Bank Officer Name	
Bank Officer Telephone Number	
Bank Officer E-mail	
Server Code	
Server Name	

INTERMEDIARY BANK (IF ANY)

Bank Routing Name	
Bank Address	
City/State	
SWIFT/BIC	
Short Code	
IBAN / Account Number	
Account Name	
Bank Officer Name	
Bank Officer Telephone Number	
Bank Officer E-mail	
Server Code	
Server Name	

AVIS RECEIVING BANK

Bank Routing Name	
Bank Address	
City/State	
SWIFT/BIC	
Short Code	
IBAN / Account Number	
Account Name	
Bank Officer Name	
Bank Officer Telephone Number	
Bank Officer E-mail	
Server Code	
Server Name	

SERVER TRANSFER REGISTER & DTC & INFORMATION

PASSPORT

