**Partnership Agreement**

**24TH November 2017**

GLOBAL FINANCIAL INVETOR Ltd, Company address:UNIT 22, BULRUSHES BUSINESS PARK,COOMBE HILL ROAD,EAST GRINSTEAD

WEST SUSSEX , RH19 4LZ Company No. ‎07827202 Represented by Mr Zoltán Kecskeméti Director referred hereafter as Party A ( The Second Party, Receiver )

This agreement is concluded between:

Company address:

M/s represented by referred to hereafter as

Party B ( The First Party, Sender )

AND

**Bank Co-ordinates**

Party A ( Receiver )Bank Details:

| Bank Name | KDB Bank |  |
| --- | --- | --- |
| Bank Address | H-1115 Budapest Bartók Béla út 105-113 |  |
| AC Name | Global Financial Investor Ltd |  |
| AC No. | 13555555-‎13552010-00011559 |  |
| IBAN | HU7913555555-‎13552010-00011559 |  |
| Swift Code | **KODBHUHB** |  |
| Officer Name | Bernáth Ildikó |  |
| Officer Tel | +3614647903 |  |
| Officer Email |  ildiko.bernath@kdbbank.eu  |  |

(Party A has right to change his bank details on time of transaction)

Party B (Sender)Bank Details:

| Bank Name |  |
| --- | --- |
| Bank Address |  |
| AC Name |  |
| AC No. |  |
| IBAN |  |
| Swift Code |  |
| Officer Name |  |
| Officer Tel |  |
| Officer Email |  |

(Party B has right to change his bank details on time of transaction)

**Contract Period**

A- This agreement starts on (24/11/2017) for a fixed period of

Only (Five years) from the date of signing on this agreement by both parties , and is to be renewed automatically for the same period, except if terminated by giving a notice of termination of at

Least (Three months) prior to its termination date, and this will be through a registered letter, or by a received telegram or cable.

B- Neither party shall be in-titled to terminate this contract except for reasons, which under the proper law of the contract constitute good and sufficient grounds for termination.

-The partners wish to set forth, in a written agreement, the terms and conditions by which they will associate themselves in the partnership.

- Now, Therefore, in consideration of the promises contained in this agreement, the partners affirm in writing their association as a partnership in accordance with the following provisions:

**1- Name and Place of Business:**

 The name of the partnership shall be called (EU partnership) OR (the partnership ), and its principal place of business shall be EU and Middle East countries, until changed by agreement of the partners, but the partners may own property and transact business in any and all other places as may from time to time be agreed upon by the partners.

**2- Capital Accounts:**

The partners shall make an initial investment of capital, contemporaneously with the execution of this agreement, as follows:

- The Total Investment Capital shall be **Euro 100,000,000** (One Hundred Million Euro)

- The share of party A shall be 000.00

- The share of party B shall be **100,000,000** or more but maximum EUR 100,000,000

|  |  |  |
| --- | --- | --- |
| **Transfer** | **Tranching** | **Transfer amounts in million euro** |
| **Tranche** | **Amount** |
| **1.**  | First | 20,000,000.00 (twenty million ) Euro |
| **2.** | Second | 20,000,000.00 (twenty million) Euro |
| **3.** | Third | 20,000,000.00 (twenty million) Euro |
| **4.** | Fourth | 20,000,000.00 (twenty million) Euro |
| **5.** | Fifth | 20,000,000.00 (twenty million) Euro |

**3- Terms:**

The partnership shall commence as of the date of signing this agreement by both partners, until terminated as provided above.

The purpose of the partnership shall be to use the expertise of Party A, by party B, in creating and developing all financial transactions conducted by party A, for the benefit of the partnership. This cooperation shall be based on the basis 37,5% of the net profit for party A (from that 7,5 % consulting fees, intermediares ), and 62,5% of the same for party B . Party A shall use and benefit of all his contacts in assisting the partnership. Both parties agreed that all profits gained shall be in the joint account.

B- Financing all the projects shall be the responsibility of party B directly, in return, Party B will get 62,5% of the net profit value created, while the share of party A shall be providing the value of the capital share as 37,5% from the total partnership capital accounts.

**5- Partners and Capital:**

Partner A:

 Share Value: Euro 37,500,000.00

Partner B:

 Share Value: Euro 62,500,000. 00

**6- Profits and Losses:**

Until modified by mutual consent of all the partners, the profits and losses of the partnership and all items of income, gain, deduction, or credit shall be shared by the partners in the following proportions:

Partners and Shares:

Partner Name Percent of Profits and Losses

1- Partner A 37,5%

2- Partner B 62,5%

- Both parties agreed upon considering that for all purposes of this agreement, the partners net profit, and each partners capital account shall be computed in accordance with generally accepted accounting principles, consistently applied, and shall be determined, and approved by an independent certified public accountant, or accounting firm mutually accepted to the partners.

**7- Books and Records of Account:**

The partnership books and records shall be maintained at both parties locations, and each partner shall have access to the books and records available at all reasonable times.

**8- Future Projects:**

The Partners recognize that future projects for the partnership depends upon many factors beyond present control , but the partners wish to set forth in writing , and to mutually acknowledge their joint understanding , intentions , and expectations that the relationship among the partners will continue to flourish in future projects on similar terms and conditions as set forth in this agreement . But there shall be no legal obligations among the partners to so continue such relationship in connection with new projects.

**9- Salary, and Compensations:**

A - No partner shall be entitled to any salary or to any compensation for services rendered to the partnership or to another partner.

 B - There is no other payments for party A or any other person working under the supervision of him, except the next coming article.

C- Party B, shall use his full expertise in arranging and organizing all different types of banking instruments , to create , and develop the maximum of financial facilities to Party A.

D- Once party A, has succeeded in creating, and generating the expected profit, Party B will receive the value of 62,5 % of the net generated profit of each transaction created by him. This transfer for the value of 37,5% of the net profit, shall be transferred to his personal bank account, on monthly, quarterly, half year, and yearly.

**10- Life and Termination of the agreement:**

1. Unless otherwise specified as special conditions, this agreement shall run for a definite period, and then, if approved, to be renewed for a similar period, except if terminated. The renewal of this agreement shall be in writing by both parties.

B- Either party may terminate this agreement by giving a (Three) month prior notice, by registered letter, with return receipt.

C- Either party – May without notice – terminate this agreement, whenever an important reason for such termination exists (Termination for cause). Such important reason shall be deemed to exist, whenever circumstances arise, under which one party or both parties can not reasonably expected to continue the business relationship.

Without limitation as to other possible important reasons, such cause shall in particular, be deemed to exist:

1- If one of the parties does not fulfill his obligations under this agreement.

2- If one of the parties became involved in any financial difficulties, or loses an essential part of his property, or if bankruptcy, or other debt settlement proceeding are instituted against its estate, or if it enters liquidation.

3- If Party B in the event of a similar business also having concluded an agreement with a competitor to Party A business nature.

4- If party A failed in fulfilling the duties assumed by him under the articles of this partnership agreement.

5- In case of termination, Party B is obligated to return all data and documents made available to him by Party A, as well as the original of this partnership agreement. Party B shall have no rights to retain possession of such data or documents.

**11- Alternations and Amendments:**

Alternations and amendments to this agreement shall not be valid unless confirmed as much in writing. In case one or more provisions are invalid, the validity of the remaining provisions shall not be affected thereby.

**12- Law to apply – Place of jurisdiction:**

A- This partnership agreement shall be governed by the law of Party A, for the interpretation of this agreement, the English text shall prevail. If accepted that the English text prevailed, then an Arabic translation should be attached.

B- Any disputes arising out of this agreement shall be settled without racecourse to the courts by good intentions, and in accordance with the rules of conciliation and arbitration of the Bahrain legal authorities.

**13- Important Note:**

The parties agree that electronically signed, stamped copies of this agreement shall be in full force and effect.

For and on behalf

  

BOND STREET CAPITAL GLOBAL FINANCIAL INVESTOR

 LONDON Ltd. Ltd.