**Contract for fulfilling the mutual commitments of the consortium & members**

This agreement was concluded between the following parties:

Company / Holding / ...... with registration number .... citizenship of the country ........ managing director ..... legal signature ... address ... E-mail ..... which is hereinafter referred to as the first party in this contract.

Company / Holding / .... with registration number ..... citizenship of the country .... managing director ...... legal signature ........ address ..... .. E-mail .... which is hereinafter referred to as the second party in this contract.

**Contract Subject:**

Jointing in international investments / Jointing in project implementation / Management and provision of resources / Provision of legal documents, bank securities and collaterals / Supplying of technical knowledge and technology / Supplying of equipment / Supplying of human resources / Operation and maintenance of facilities, projects / Investment management / Trust formation / Launching the projects / and other development plans and projects ..........

 In the sections: Power Plant / Refinery / Urban Planning / Water and Sanitation / Railway / Airport / Ports, Shipping / Mining / Oil and Gas and Petrochemical Industries / Dam Construction / Digital Currencies / Commodity Exchange, International and local valid Securities Exchange/ Banking, Insurance / Trading in Commodities and Securities / Metals / Precious Metals, Jewelry / Trading in Raw Materials and Petroleum Products / Food & Agriculture, Food Processing / Pharmaceutical Industries / Humanitarian Social Services / .........

And all profitable legal activities / All legal economic activities in the international arena / .........

Including activities and partnerships with the private / public/ sector ........

- The parties cooperate in plans and projects and development activities and presence in economic fields and financial and monetary markets in all countries such as African countries, South Africa, Arab countries, European countries, Latin America, Asia and Central Asia, Caucasus, and spread it to other areas where the investment has adequate guarantees and good returns and profits.

- In any case that the parties participate jointly, they shall cooperate with each other in accordance with the specific contract of that subject.

**Contract time:**

It is 5 years from the time of conclusion and could be extended for the same period if both parties agree.

**Contract terms:**

- Based on needs of: project, subject / agreements, contracts / personalities / members field of work / .........,

Ability of the parties to provide resources, credits, funds, collateral, bank guarantees, insurance, government guarantees, ...........,

 the type of contributions and payments of the parties in the form of Fiat funds / Digital currencies, will be determined and signed in the text of the main futures contract between the members and the consortium or customers.

- The amount and ratio of revenues and figures of projects and expected profits of the parties will be determined and finalized in the above main future contract. These types of contracts will be prepared and signed separately depending on the number of projects in which the parties will cooperate.

**How members work with the consortium:**

- The parties agreed that after confirming the acceptance of the members in the consortium in the form of specialized companies, the agreements will be drawn up, based on the proportion that they determine in the joint cooperation and the type of cooperation that would be reached during the negotiations with the consortium, and then, by setting the CPMs and Gantt charts, activity volume, schedule, type of activity and the amount of project figures accurately, and after signing the contract, they cooperate jointly, according to the tasks specified in the contract for each project.

- These cooperation agreements could be bilateral or multilateral and the consortium will not necessarily be a fixed party to the agreement; Instead, depending on the consortium policy, contracts are concluded between consortium members or members with customers outside the consortium, bilaterally or multilaterally.

- In the text of agreements / contracts concluded for any type of activity that is introduced to the members through the consortium and leads to an executive contract, whether the consortium itself is a party to the contract or other members are parties to the contract, as well as the desired project among members or be a customer outside the collection and the customer represented by consortium or members of the consortium, It is considered as a transferred project by the consortium.

- Members, by observing the principle of priority and the right of priority of information to enter and accept the project, are mutually committed to provide the most appropriate and fair competitive offer on the subject and project introduced by the consortium.

- If the provision of resources and capital is done through the consortium, the project employer has the right to choose senior management from its special authority, and evaluate and make policy, through management contract companies and internationally renowned consultants who specialize in that particular field, whether the projects be development, commercial, financial, knowledge-based, humanitarian, stock-based or digital currencies.

**Common commitments of the parties:**

The parties are committed to the confidentiality and non-disclosure of information received from each other and must strictly refrain from transferring it to third parties. In case of negligence on either side, the culprit will be obliged to compensate the damages.

The parties agreed to abide by the principles of the NCND and the rules relating to the contract of payment of remuneration of brokers, brokers and consultants related to joint activities, and this principle will apply throughout the term of the contract.

Each party is legally responsible for the documents, funds, collaterals and activities performed and is obliged to compensate the damages to the other party in case of violation of legal responsibilities.

**Profits distribution from joint cooperation in projects:**

This will be determined during the specific contracts of each project between the parties and the amount of their contribution will be according to the agreements contained in that contract.

**force Major:**

The definition of force majeure accepted by the parties is the same as the definition in the publications of the Paris ICC, International Chamber of Commerce, and in case of the above conditions and its continuation for more than 120 days in each project, so that the above conditions affect its performance, the parties are allowed to send their comments in writing to the other party by submitting a written announcement and requesting a 30-day opportunity to determine how to continue the cooperation, and request an amendment or termination of the contract related to that project. In any case, until the end of the force majeure conditions, the parties will not have the right to claim the capital consumed in the project or the joint deal, and will only be entitled to receive their previously determined claims.

**Governing Law, Arbitration:**

The law governing the contract is the civil and commercial law of the United Kingdom and the official language of the contract is English. Disputes between the parties will be settled through the arbitration board of the British Chamber of Commerce, and the parties will be obliged to refer unresolved disputes between them, which have not been resolved through direct negotiation, to this arbitration center.

**Attachments, Appendices and Contingencies:**

The parties agreed that if during the period of joint cooperation, they encounter cases that are not provided for in this contract, by compiling the text of the amendment, they will attach the above items to this contract and decide on it jointly.

A copy of the passport of the managers who have the signatures and notarized documents of the company register in the country of registration was among the annexes to this contract and must be attached to it.

This contract was prepared in two original and identical versions and was exchanged between the parties. Publishing it or delivering a copy to third parties; except for the judiciary by law, it is prohibited.

Signature and stamp of the first party:

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 Signature and stamp of the second party:

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Signature of witnesses:

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