

Agreement No.:

BETWEEN

**TAG INVESTMENT BANKERS LTD.**

A Company duly organized under the Laws of the United Kingdom; located at International House  
24, Holborn Viaduct, London EC1A 2BN, England

Represented by its President/CEO Mr. Amal Sharma

HEREINAFTER KNOWN AS “TAGIB”

AND

A Company duly organized under the Laws of \_\_\_\_\_, located at \_\_\_\_\_

Represented by its President Mr. \_\_\_\_\_

HEREINAFTER REFERRED TO AS “PRINCIPAL”

TAGIB and Principal in signing this present Agreement individually warrant and represent as follows:

1) TAGIB hereby agrees to act as Agent for Principal.

2) As agent, TAGIB agrees to:

- A) Cause to be issued, a Guarantee Bond hereinafter referred to as the ‘Instrument’ for an amount of \_\_,00,000.00 € (I.W. \_\_\_\_\_ Million Euros) as per Exhibit “A” from Chesterfield & Baggins Investment Bankers Ltd. (hereinafter referred to as the “Issuing Institution and also as CBIB”, to Principal's Receiving coordinates as described hereinafter in Exhibit “B”;
- B) To incorporate a new UK domiciled company as per instructions contained herein (Exhibit D);
- C) Open a new account with CBIB for the newly formed UK Company;
- D) Deposit on said account the guarantee bond;
- E) Provide Principal with an opening balance sheet pre-merger with his existing company – if applicable, showing the issued guarantee deposited on the new company’s account; Or, open an account for Principal’s existing company and deposit the guarantee on said account;
- F) Provide Principal with online account access that will enable him to view and retrieve whenever he wants during the entire duration of the validity of the guarantee bond, unless the guarantee bond has been cancelled during that time solely as per terms and conditions contained herein, his account and print his account statement showing the valid deposit.

3) Principal has had ample time and has consulted with Principal's Advisors and competent Legal Counsel as needed by Principal and Principal hereby agrees and acknowledges that Principal is an INFORMED ACCREDITED INVESTOR and has retained TAGIB with respect to this Agreement for issuance of Exhibit “A” and accomplishment of items A) through F) as mentioned in Article 2 hereinabove. The sole responsibility of TAGIB is to cause Exhibit “A” to be issued by the Issuing Institution. Exhibit A contained herein forms an integral part of this agreement; and to incorporate the new UK Company and to provide the opening balance. Principal agrees and acknowledges that TAGIB has not solicited its money or business and that Principal is prepared and ready for the risk(s) involved in this Transaction.

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4) Principal irrevocably and unconditionally confirms that the funds that are to be paid to TAGIB belong to Principal and were under Principal's direct and exclusive control.

5) TAGIB hereby acknowledges that the amount due to be paid to TAGIB or its designated agent will be in the form of cash (Thirty Five Thousand Euros - 35,000€) and newly issued shares of Principal's company always representing ten percent (10 %) of all issued and outstanding shares of the company, guarantees Principal necessary performance involving and concerning the fee due to TAGIB. Please refer to the Shareholders Agreement for full detailed information.

6) Principal agrees that it will issue the ten percent common shares in favor of TAGIB and or its assign immediately upon receipt of his signed copy of the guarantee along with his new account statement with the Issuing Institution showing the deposit of said guarantee. This is a transfer issuance without voting rights – a proxy for the entire voting rights is herewith given to Principal, but with all dividends rights in favor of TAGIB and or its assign. At maturity date after the buy back, all voting rights pertaining to the ten percent shares that will still be owned by TAGIB and or its assign will be with full voting rights, dividends rights but without the non dilution clause. Please refer to the Shareholders Agreement for full detailed information.

## 7. AUTHENTICATION AND VERIFICATION RESTRICTIONS AND PENALTIES

Conditions of release:

- 1) After approval of client's deal, Issuing institution will issue a confirmation letter and send CLI an account opening form to be duly filled out in order for his account to be created.
- 2) Client will pay partial issuance fees amounting to Thirty Five Thousand Euros (35,000€) within five banking days after date of receipt of the invoice.
- 3) CBIB, upon receipt of the partial issuance fee as mentioned hereinabove, will issue its instrument lodge it on Client's account with it and send a copy of it to the client along with his account statement showing the deposit.
- 4) Immediately after receipt of the guarantee on its account, Principal will issue the 10 % shares of its company with a non-dilution clause valid for 5 years.
- 5) TAGIB and or its assign will sign a proxy for the full voting rights of all shares issued in its or their favor for the entire duration of this agreement – five years from date of issue of the guarantee.
- 6) If Principal requires and against an additional payment of Ten Thousand Euros (10,000€) the aforementioned instrument can be sent by Swift transmission to a bank of Principal's choice.

To ensure that there will be no unauthorized contact in any form or manner, it is hereby understood and agreed to, that upon any unauthorized parties requesting authentication, verification, and/or inquiry that any attempt might be made by any unauthorized parties to circumvent, gain or convey any information to or from authorized parties letter, receiving parties will be given a written notice that there has been unauthorized contact and a final revocation of the Financial Guarantee provided via a permanent cancellation notice to be generated and sent to Principal. Any such letter of cancellation and/or revocation actions will not affect the release of any earned funds paid and released by Principal to TAGIB and will further not be the cause of any refund and or partial refunds for funds paid by Principal.

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Should any party or any third party make any unauthorized communication as described above, then the defaulting party will automatically without protest, delay, or deduction pay the amount of 150,000.00 € (One Hundred and Fifty Thousand Euros) to the NON-DEFAULTING party as damages.

TAGIB has informed Principal and Principal realizes that there are certain risks with regard to Principal's funds in these types of Transactions and TAGIB has not guaranteed the successful use of Exhibit "A", of the company and or its new valuation and shares. Whether Principal for any reason, is able or unable to use the shares, company and or Exhibit A, the partial issuing fees funds paid to TAGIB in the amount of Thirty Five Thousand Euros (35,000€) will be deemed earned and Principal waives all claims and rights to said funds. The balance of the fees owed to TAGIB will be annulled as long as Principal confirms in writing that the deal is cancelled. If Principal does not confirm the cancellation of the transaction and does not send us back our guarantee, Principal will still owe TAGIB the balance of the issuing fees amounting to newly issued shares of Principal's company always representing ten percent (10 %) of all issued and outstanding shares of the company that is also the sole beneficiary of the instrument.

Principal understands that the guarantee bond can only be transmitted outside the scope of CBIB to third parties by a swift transmission. Principal understands that in order to do so, CBIB will charge him an amount of Ten Thousand Euros payable prior to the swift transmission taking place.

8) This agreement supersedes all prior written and oral communications and this agreement provides the complete understanding between the Parties. Any addition to this agreement must be made in writing by original hard copy and must be agreed to by all Parties.

9) Should any part or clause of this agreement be or become invalid or unlawful, the remaining parts or clauses of this agreement shall remain in effect.

10) The English Language shall be used for all correspondence pertaining to this and the services provided by TAGIB to the "PRINCIPAL."

11) TAGIB assumes no liability or responsibility for the success of Principal's Project and upon receipt of: Exhibit "A", the balance sheet and the company incorporation documents, Incorporate the total obligation of TAGIB to the Principal will have been fulfilled. TAGIB assumes no liability or responsibility for the consequences arising out of the interruption of business due to and by acts of God, riots, civil insurrections, wars, conflicts, strikes, lockout, stock market instability, bank collapse, acts of State or any other cause beyond its control, which might have impact on the ability of TAGIB to fulfill its obligations under this agreement. However, TAGIB shall not be entitled to earn the fee if any of these acts prevents it from fulfilling its obligation to Principal.

12) The parties further agree that the sole and exclusive remedy for resolving any controversy, claim, or cause of action arising out of, or relating to this agreement, or the breach thereof, shall be in the Courts of London in the UK. The parties further agree that each will bear his own legal costs and expenses, including attorney's fees. Judgment upon any award of the arbitrator(s) will be final, binding, and conclusive, and that judgment may be entered upon such awards in any court having jurisdiction thereof.

13) Principal holds TAGIB and Issuing Institution and their Agents, Assigns, Directors, Shareholders or others completely harmless and without any responsibility or liability for anything relating to

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Principal and any other third parties agreements, commitments, understandings or others, intended use or others of the Instruments. Exhibit C contained herein and that forms an integral part of this Agreement relates all the terms and conditions of the Indemnity Agreement.

14) Principal agrees and accepts that, once TAGIB provides proof of the issuance from its contacts of the required Exhibit A, the opening of Principal's new account with CBIB, the incorporation documents of the new UK company and the opening balance sheet of the company showing the deposit of the Guarantee bond, then TAGIB will have completed entirely its responsibility of performance and TAGIB will have earned the partial issuing fee in the form of cash Thirty Five Thousand Euros (35,000€) and newly issued shares of Principal's company always representing ten percent (10 %) of all issued and outstanding shares of the company without protest. Principal also agrees and accepts that the pecuniary liability to TAGIB is limited to the amount of the cash fee paid by the Principal to TAGIB.

15) This Agreement and any related instrument shall not be construed more strictly against one party than against the other by virtue of the facts that initial drafts may have been prepared by counsel and/or associates for one of the parties, it being recognized and agreed that this agreement and any related instruments are the product of extensive negotiations between the parties hereto and that all parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

16) The parties hereby agree and acknowledge that the introductory pages and the initial recital provisions of this Agreement and Exhibits, Addendums affixed hereto form an integral part of the intentions and understandings of the parties as to the Transaction contemplated herein and are hereby incorporated herein and shall be considered for all purposes in construing and interpreting this Agreement.

17) THIS INSTRUMENTS LEASE AGREEMENT IS EXEMPT FROM SEC REGISTRATION AND DOES NOT CALL FOR, OR REQUEST DELIVERY OR ANY ACTION INVOLVING ANY TYPES OF SECURITIES THAT ARE REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION.

18) In signing this present Agreement, Principal hereby irrevocably and unconditionally confirms that the obligations of TAGIB and or its assignees will start as per terms and conditions for closing set in Article 7 hereinabove. If within fifteen calendar days after receipt of the instruments thereafter, Principal has not couriered all newly issued shares in the name(s) designated by TAGIB the legal validity and effects of this present Agreement will be terminated. At such time, this present Agreement will be considered as null and void, and Principal will owe to TAGIB the net amount of One Hundred and Fifty Thousand Euros (150,000.00€).

19) Principal is aware that under no circumstances whatsoever can Principal use the guarantee bond in any other way(s) unless it first deposits the full face value of the guarantee in readily available good, cleared cash funds of non criminal origin with CBIB.

21) In case Principal wants to buy the Guarantee prior to maturity date, Principal has to deposit at least 30 (thirty) days before maturity the full face value amount of the Guarantee 3,000,000.00 € (Three Million Euros) in readily available good, cleared funds of non criminal origin with issuing Institution.

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22) Principal is fully aware and totally and unconditionally accepts that said deposited funds as per article 21 hereinabove will be used to cure any demand for payment made by any third parties on or prior to maturity date but not later than 15 days after date of maturity.

23) As per article 22 hereinabove, after paying such claims, the instruments will be cancelled and the shares returned to Principal.

24) Issuing Institution will refuse to make any payment, if requested by any third party, unless the full cash face value of the Guarantee is deposited with Issuing Institution. In case of a demand for payment without above provision, Issuing Institution will cancel the Guarantee, give the shares of Principal's Company to the third party making the demand for payment and immediately sue Principal for breach of contract and fraudulent use of the Guarantee.

25) Exhibits "A", "B," "C", Addendum One and Shareholders Agreement LA3M19617AJS34, which are detailed hereinafter, form an integral part of this agreement.

TAG Investment Bankers Ltd.

By: Mr. Amal Sharma  
President/CEO  
Date:

By: Mr.  
President  
Date:

Witness

Witness

By: L. Nurock  
Date:

By: Mr.  
Date:

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**EXHIBIT A**

From: Chesterfield & Baggins Investment Bankers Ltd.  
Guarantee No: 3M19617AJS34  
Currency Code: Euros (€)  
Date of issue: 3 July 2017  
Date of expiry: 3 July 2022  
Place of expiry: London, UK  
Applicant: TAG Investment Bankers Ltd.  
Client:  
Beneficiary:  
Amount: \_\_\_\_\_ Million Euros (\_\_\_\_,000,000.00 €)

We herewith open our Guarantee No.:

As follows:

By order of TAG INVESTMENT BANKERS LTD, we hereby irrevocably undertake to pay to \_\_\_\_\_, on demand subject to the validity and legal effects of the facility granted to \_\_\_\_\_ or its assignees for an amount up to €#\_\_\_\_,000,000.00# (Euros \_\_\_\_\_ Million). We guarantee to pay up to €#\_\_\_\_,000,000.00# (Euros \_\_\_\_\_ Million) including interest, principal and all other charges upon receipt of the beneficiary's request in writing for payment and confirmation that all conditions of the agreement number LA\_\_\_\_\_ are fulfilled. This guarantee issued and registered with full corporate legal responsibility. The total amount will be reduced by any payment effected by Hyena Tech Ltd or its assignee before that date. Our present undertaking is valid, until \_\_\_\_\_. This guarantee expires automatically if the beneficiary's written request for payment and if said written confirmation in strict compliance as above is not in our possession on or before 15 days to the maturity date. The amount of this guarantee is fully payable at the maturity date of this guarantee bond. The present guarantee is registered on our books under number \_\_\_\_\_, and is subject to UK Laws and to the Rules of the International Chamber of Commerce. All disputes arising out of or in connection with the present contract shall be submitted to the International Court of Arbitration of the International Chamber of Commerce in Paris, France and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules and pursuant to the substantive laws of the UK.

The Guarantee is Subject to the Rules for Demand Guarantee, ICC Publication No. 758. This communication is an operative instrument. No mail confirmation follows.

Authorized Signature

Authorized Signature

Accepted by All Parties  
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**EXHIBIT B**

PRINCIPAL'S RECEIVING BANK COORDINATES:

GUARANTEE WILL BE LODGED ON \_\_\_\_\_'S ACCOUNT WITH CHESTERFIELD & BAGGINS  
INVESTMENT BANKERS LTD

ACCOUNT NAME:

ACCOUNT NUMBER:

REFERENCE NUMBER:

Accepted by All Parties  
Initials:

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**EXHIBIT C**

**INDEMNITY AGREEMENT**

REF: OUR REQUEST FOR THE GUARANTEE FOR AMOUNT OF \_\_,000,000€ (\_\_\_\_\_ Million Euros)

TO: TAG Investment Bankers Ltd.

Sir,

We refer to our request to you TAG Investment Bankers Ltd. (hereinafter referred to as TAGIB) to arrange for us to lease the guarantee issued by Chesterfield & Baggins Investment Bankers Ltd. (hereinafter referred to as CBIB). The undersigned jointly and severally agree to indemnify and save harmless CBIB and TAGIB and their successors and assigns, from any claim, action, liability, loss, damage or suite arising from the issuance and advise of such Guarantee.

We hereby confirm that neither our assignees nor we shall request CBIB and TAGIB, its affiliates, subsidiaries or other related entities, for payment described in the Guarantee up to \_\_,000,000.00 € (One Million Euros) unless we first secure CBIB by depositing in cash at CBIB's designated Bank Account, the exact same amount due and payable by the guarantee.

Without making such deposit into your above mentioned Bank Account, will result in you as the issuer of the instrument taking action you deem fit to protect yourself and you will be at liberty to declare the guarantee null and void and that the Instrument is leased and held harmless. It is accepted and irrevocably agreed that this Instrument is going to be used for Credit enhancement purposes only. We confirm that we cannot sell, hypothecate or discount the guarantee. It is understood and irrevocably agreed that we are not to seek any third party Bank confirmations or allow any other party other than our bank to contact applicants, advising bank to authenticate and verify this instrument within fifteen (15) Calendar Days of receipt of the Instrument. Any such breach will result in the issuer of the Instrument taking action it deems fit to protect the issuer and its advising Bank, and will be at liberty to declare the guarantee null and void or that the instrument is leased and held harmless. This letter of Indemnity is fully transferable and assignable. We further understand and agree that all fees paid, as handling charges, issuance fees and commissions for opening the said guarantee shall be deemed earned regardless of fact. We further declare and confirm that we will return the guarantee to you, CBIB, at least fifteen (15) days prior to the maturity date free of all encumbrances and or third party liens.

This Letter of Indemnity together with the terms and conditions herein described shall be binding upon our heirs, successors and or assignees, and anyone else who is directly or indirectly involved with this transaction and we will hold CBIB and TAGIB, and all representatives thereof, harmless of any and all claims arising as a result of this transaction.

This Agreement shall be unlimited as to duration.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

The undersigned, for itself and for its successors and assigns, hereby fully and irrevocably releases the Indemnities of and from any and all liabilities, debts, obligations, claims, damages, defenses, actions, causes of action, suits, costs (including costs of suit and attorneys' fees and expenses), and deemed of whatever nature, character, type, or description, whether known or unknown, which the undersigned has or asserts, or may hereafter have or assert, against any Indemnity, or which liabilities, claims, damages, defenses, actions, causes of action, suits, costs, or demands are

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embodied in, may arise out of, or are in any way connected with, any fact, matter, or issue relating to the services described above.

Yours truly,

For  
Mr.  
President  
Passport No.  
Country of Issue:

Witness

Name:  
Address  
Passport No.:  
Country of issue:

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Initials:

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Exhibit D

**Form for Company formation in the UK**  
**(Please cross out if we agree a direct investment in your company)**

Name request: (1)

(2)

(3)

Name of Director(s):

Address of Director(s):

Street Name and number:

City:

Country:

Postal Code:

Street Name and number:

City:

Country:

Postal Code:

Street Name and number:

City:

Country:

Postal Code:

Contact information:

Tel:

Cel Phone:

Email address:

Tel:

Cel Phone:

Email address:

Tel:

Cel Phone:

Email address:

Please fill in the form and send us back along with both pages duly initialed and signed. We also need the copy of your passport and of a utility bill showing clearly an address in your name.

**PLEASE CROSS OUT IF NOT REQUIRED**

For

Mr.

President

Passport No.

Country of Issue:

Witness

Name:

Address

Passport No.:

Country of issue:

Accepted by All Parties

Initials:

Expiry Date\_\_\_\_\_ 2017

**Addendum One**

**THIS "AGREEMENT" INCORPORATES BY REFERENCE THE STANDARDS OF THE INTERNATIONAL CHAMBER OF COMMERCE (ICC), PARIS, FRANCE, ON NON-DISCLOSURE, NON-CIRCUMVENTION AND WORKING AGREEMENTS - INCLUDING PRIVACY, CONFIDENTIALITY AND COOPERATION. IT SHALL BIND EACH SIGNATORY ("PARTY") FOR FIVE (5) YEARS AFTER EXECUTION REGARDLESS OF THE SUCCESS OF ANY SPECIFIC TRANSACTION, AND SHALL AUTOMATICALLY EXTEND TO A NEW TERM OF FIVE (5) YEARS FROM THE START OF ANY ROLL, EXTENSION, RENEWAL OR ADDITIONAL TRANSACTION BETWEEN THE PRINCIPALS.**

**TO ACHIEVE THE MUTUAL BENEFITS OF COOPERATION, EACH PARTY UNDERSTANDS THAT: WHEREAS, EACH PARTY RECOGNIZES THE VALUABLE PROPRIETARY RIGHTS WHICH EACH HAS ESTABLISHED, AND THAT IT IS IN THE BEST INTERESTS OF EACH TO PROTECT AND PRESERVE SUCH RIGHTS AS HAVE BEEN ATTAINED, MAINTAINED, DEVELOPED, SERVICED AND ACCOMPLISHED BY EACH PRIOR TO THIS AGREEMENT, AND, WHEREAS,**

**THEREFORE, EACH PARTY SIGNING THIS AGREEMENT AGREES TO ABIDE BY THE FOLLOWING TERMS AND CONDITIONS:**

It is understood that the parties to this agreement may learn from one another or from each other's sources, including but not limited to, principals and /or traders and/or guarantors and /or brokers; the names, addresses, fax numbers, telephone numbers, telex numbers, and other contract information, of companies, traders, corporations, individuals, agents, brokers, clients or other investors and potential investors; all herein after referred to as CONTACTS.

It is agreed and understood that the CONTACTS of each party hereto are and shall be recognized by the other party as exclusive and valuable CONTACTS and sources of CONTACTS. Neither of the parties will attempt in any manner to communicate or contact with any CONTACTS or sources of CONTACTS of the other party without first having entered into a separate written Commission Agreement.

The parties to this Agreement, agree, warrant, and covenant, they will not in any way or in any manner attempt to circumvent or permit another to circumvent this Agreement through disclosure of information of the participation parties. It is also agreed that the parties will not attempt to communicate, deal with in any way, or solicit the sources of CONTACTS or CONTACTS of the other party at any time, or in any manner without first having obtained the written consent of the party having introduced the CONTACT or having first obtained a written Commission Agreement signed by the introducing party.

Any disputes or actions involving this Agreement shall be governed by the laws of the United Kingdom.

Should any portion of term of this agreement be found by a court of competent jurisdiction to be invalid as a matter of law, the remaining portion or term of this Agreement not affected shall continue to be enforceable and valid.

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### **FINDER FEE AND COMMISSION PROTECTION AGREEMENTS:**

This Agreement defines the legal association of all parties and also serves as a F.P.A. for commissions, fees and /or equity position/s same as all resulting from the consummation of the primary venture and other ventures, projects, properties, commodities, bank interest, or any other services will be agreed through an Addendum in writing in advance among the undersigned parties in writing.

The party determined by such laws to be the circumventor of this agreement shall pay the total commissions, fees and profits which were due to the aggrieved party for the breach of this Agreement, had there been no circumvention. In addition, the circumventor shall pay all court costs, attorney fees, and any other charges deemed appropriate by the court.

The monetary disbursement from revenue of any one or continuing transaction/s shall and will be private, privilege, and classified information.

Any such addendum will be considered to be the part of this legal agreement, and shall be fully subject to the above defined terms and conditions. This Agreement shall be binding upon the heirs, assigns and /or successors in the interest to the parties hereto for a period of five (5) years from the date of the Agreement. Any Commission Agreement in the effect at the expiration of this Agreement shall not be affected by expiration of this Agreement, but shall be interpreted by the terms of the Commission Agreement and applicable law.

### **NON-DISCLOSURE AND NON-CIRCUMVENTION WORKING AGREEMENT**

IN WITNESS WHEREOF, the parties have entered into this Agreement must initialize each page and sign in triplicates original.

Yours truly,

For

Mr.  
President  
Passport No.  
Country of Issue:

Witness

Name:  
Address  
Passport No.:  
Country of issue:

Accepted by All Parties  
Initials:

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