

CONTRACT – BOOK # 1	MONETIZATION AGREEMENT
ISIN CODE	US459058FK42
BY	(IBRD - INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPEMENT - WORLD BANK
TRANSACTION CODE	HSBCFADULINEMPI5BB2017
DATE	fevereiro 12, 2018

THIS AGREEMENT is made the Date: [fevereiro 12, 2018](#)

BETWEEN:

Agreement (hereinafter the "Agreement") is entered into by and between:

NAME	FADUL BAIDA NETTO
ADDRESS	Al. PAULO GONÇALVES, 63-APARTMENT 1B-SANVI BUILDING ILHA PORCHAT - SÃO VICENTE - SP - BRAZIL ZIPCODE 11320-350
PASSPORT NUMBER	FP284926
COUNTRY	BRAZIL
ISSUING DATE	22/Feb/2016
MATURITY DATE	21/FEB/2026
TELEFONE NUMBER	+55119-7721-4729
EMAIL ADDRESS	fadulbaidanetto@gmail.com

Hereinafter referred to as PARTY "A" or SENDER

AND

COMPANY NAME	INEMPI, SA [www.inempi.com]
REGISTRATION Nº	508061326
ADDRESS	AV. DR. ALEXANDRE ALVES N. º 47 1º 3500-632 VISEU – PORTUGAL
REPRESENTED BY	ESEQUIEL LOURENÇO DA CUNHA SEGUNDO
PASSPORT NUMBER	N1637388 [ANGOLA]
I.D.	E-8-95096 [PANAMÁ]
TELEFONE NUMBER	++351937958381

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EMAIL ADDRESS	esegundo@prvccorp.com
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Hereinafter referred to as PARTY “B” or MANAGER

Mr. Ezequiel Lourenço da Cunha Segundo is free to use and change from SPV

Hereinafter collectively referred to as the Parties.

1. Definition of Terms

- Adopted Format: The agreed method for the Electronic Information Exchange according to the applicable Specifications and Appendices, or such other format that may be agreed in writing by the Parties;
- Advanced Electronic Signature: means an Electronic Signature which is: (a) uniquely linked to the Signatory, (b) capable of identifying the Signatory, (c) created using means that the Signatory can maintain under his sole control and (d) linked to the data to which it relates in such a manner that any subsequent change of the data is detectable;
- Confidential information: means any technical and commercial information, regardless of its form and how it is furnished, relating to the respective business(es) of a Party, its subsidiaries and/or affiliated companies save from information which (a) is or becomes generally available to the public other than as a result of a breach of this Agreement, (b) already in the possession of a Party without restriction prior to any disclosure hereunder, (c) or has been disclosed to a Party by someone who is free contractually and lawfully to disclose the same without confidentiality restrictions, or which is (d) independently developed by a Party or its subsidiaries or affiliated companies, and no Confidential information has been used directly or indirectly in such development;
- Confirmation of Acceptance: Electronic Information returned to a requesting Party constituting the binding acceptance of an order or any other business request;
- Confirmation of Receipt: Electronic Information returned to a requesting Party to confirm the proper receipt of Electronic Information;
- Electronic Information: Includes, but is not limited to, messages, documents and data using technologies like electronic data interchange, electronic mail, and internet-based transactions making use of extensible markup language and portal technology;

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- **Electronic Information Exchange:** Means of Transactions through the exchange of Electronic Information;
- **Electronic Signature:** An Electronic Signature means data in electronic format which are attached to or logically associated with other electronic data and which serve as a method of authentication;
- **Encryption:** Encryption is the conversion of data by means of mathematical algorithms into a form (secret code) that cannot be easily understood by unauthorized people;
- **Information:** Information means data, text, images, sounds, codes, computer programs, software, databases, or the like;
- **Record:** Record means Information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form;
- **Service:** A Service is a software module deployed on network accessible platforms provided by the Service Provider. Its interface is described by a Service description. It exists to be invoked by or to interact with a Service requestor. It may also function as a requestor, using other Services in its implementation;
- **Service Provider:** A company that provides to its Trading Partner Electronic Information Exchange Services that would otherwise have to be located in their own company computers. The Service Provider is the owner of the Services offered;
- **Signatory:** means a person who holds a signature-creation device and acts either on his own behalf or on behalf of the natural or legal person or entity he represents;
- **Specifications:** The set of standards, protocols and documents describing business and technical procedures and rules and other requirements applicable to the Electronic Information Exchange agreed, using the Adopted Format identified in the Appendices to this Agreement;
- **Trading Partner:** A company using Electronic Information Exchanges under this Agreement;
- **Transaction:** A Transaction means an action or set of actions relating to the conduct of business, consumer, or commercial affairs between two or more Trading Partners, including any of the following types of conduct: (a) the sale, lease, exchange, licensing, or other disposition of (i) personal property, including goods and intangibles, (ii) Services, and (iii) any

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combination thereof; and (b) the sale, lease, exchange, or other disposition of any interest in real property, or any combination thereof.

2. Object and Scope

These provisions shall govern the terms and conditions of the Agreement between the Parties in respect to the exchange and processing of Information by electronically transmitting and receiving data with the Adopted Format SWIFT MT 760 ["URGENT SAME DAY DELIVERY"] BY STANDARD BRUSSELS SWIFT SYSTEM,

Because the Parties hereby agree to use Electronic Information Exchange as a substitution for conventional paper-based documents, this Agreement is to ensure that such Transactions are not legally invalid or unenforceable as a result of the use of the Adopted Format for the mutual benefit of the Parties.

The Parties agree that any portion of this Agreement which aims to determine contract formation does not create any agency, partnership, joint venture relationship or other business relationship between the Parties.

3. General Terms and Conditions

Commercial terms and conditions, such as prices, volumes, rebates and discounts, payment terms and credit arrangements, i.e. other than the terms and conditions of this Agreement, governing Transactions under this agreement are to be agreed between the Parties and will apply in addition to this Agreement. The terms and conditions of this Agreement will prevail in the event of a conflict relating to issues dealt with in this Agreement.

No Party may transfer this Agreement to another party without the consent of the other Party to this Agreement. Consent cannot be withheld unless there are reasonable, justifiable grounds thereto.

4. Legal Compliance

Each Party shall, as a minimum requirement, comply with all relevant local and national laws or regulations, and in particular, but not limited to provisions concerning data transmission, data protection and data storage. Any personal data a Party may have access to in the course of the business relationship shall be maintained and used exclusively for the intended purpose.

Each Party represents and warrants that (a) it has obtained all necessary approvals, consents, and authorisations of third parties and governmental

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authorities to enter into this Agreement and to perform and carry out its obligations hereunder; (b) the persons executing this Agreement on its behalf have express authority to do so, and in so doing, to bind the Party thereto; and (c) this Agreement is a valid and binding obligation of such Party, enforceable in accordance with its terms.

Except as expressly stated above or otherwise specifically agreed neither Party makes any representation or warranties and each Party hereby expressly disclaims all representations and warranties express or implied related to this Agreement.

5. Confidentiality and Third Party

Unless otherwise specifically agreed, all Electronic Information transmitted hereunder, and the Electronic Signatures used as security measures for Electronic Information Exchanges, shall be deemed as Confidential information and the property of the originating Party. The Parties agree that Confidential Information shall only be used for the purpose of this Agreement. A Party may, however, regardless of the above, disclose Confidential information pursuant to an order of court, by compulsion of law or to any of its respective professional advisors, auditors or its own officers and to companies within the same group as the Party is belonging to, who need to know, subject to the disclosing Party procuring an appropriate non-disclosure obligation from the relevant person, whether natural or legal subject to the Party disclosing Confidential Information notifying the other Party without undue delay.

Electronic Information may be exchanged either directly or through a Service Provider with whom either Party may contract. The Party contracting with a Service Provider must procure an appropriate non-disclosure obligation from the relevant Service Provider and require that the Service Provider use

Confidential information disclosed to or learned by such Service Provider only in connection with providing agreed Services to the relevant Party.

6. Security

Each Party shall properly implement the security procedures and infrastructure detailed in the applicable Specifications and Appendices, or if security procedures are not specified, shall properly implement security procedures that are sufficient to ensure that all Information exchanges are authorized and secure and to protect the Information transmitted, its business Records, and data from improper access and use, alteration, false denial, destruction, or loss.

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For all Electronic Information Exchanges requiring Encryption as specified in the applicable Specifications and Appendices, each Party shall encrypt the Information accordingly.

Each Party shall comply with all local and international regulations related to the import, export and use of cryptographic products.

7. Electronic Signatures

Unless the Parties otherwise specifically agrees, each Party shall adopt an Electronic Signature, which shall be affixed to or contained in each message transmitted by such Party in order to exchange Electronic Information. Each Party agrees that any Electronic Signature of a Party affixed to or contained in any transmitted message shall be deemed signed, duly given, and legally sufficient to verify that said Party originated the message.

The Parties agree that the exchange of Electronic Information pursuant to the applicable Specifications and Appendices will create valid and enforceable obligations, which will, in all respects other than the means of their transmission and receipt, be governed by the terms and conditions of the applicable agreements between the Parties.

Any message or document properly signed to which is affixed a Electronic Signature and transmitted pursuant to this Agreement, or in connection with any Transaction or any other agreement described in Section 5, shall be considered to be a "writing" or "in writing" and to constitute an "original" when printed from electronic files or Records established and maintained in the normal course of business, admissible as between the Parties in a forum of any competent judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as any other business Records originated and maintained in documentary form.

The Parties agree not to contest the validity or enforceability of signed documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the Party to be bound thereby.

8. Advanced Electronic Signatures

Electronic Information for which authenticity of origin and integrity is required, by law or as specified in an applicable Appendix, each Party shall sign such documents using an Advanced Electronic Signature, or by using a higher standard when required by law, prior to transmitting them to the other Party. Each Party shall verify the authenticity and integrity of each such electronically signed

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documents that it receives from the other Party, according to the Advanced Electronic Signature infrastructure detailed in the applicable Appendix.

9. Processing

Information exchanged electronically shall not be deemed to have been properly received, and no document shall give rise to any obligation, until accessible to the receiving Party at such Party's receipt computer designated in the applicable Appendices and Specifications.

Unless otherwise specified in the corresponding Appendix, the receiving Party shall promptly and properly transmit a Confirmation of Receipt in return upon proper receipt of any Electronic Information. The Confirmation of Receipt shall constitute conclusive evidence that the Electronic Information has been properly received but will not constitute a binding acceptance or confirmation of anything more than mere receipt.

If the receiving Party is obliged to provide a Confirmation of Receipt and the confirmation has not been received by the sender as specified in the applicable Appendices, the sender: (a) shall give notice to the receiver stating that no confirmation has been received and specifying a reasonable time by which the confirmation must be received; and (b) if the confirmation is not received within the time specified in (a) above may, upon notice to the addressee, treat the Electronic Information exchanged as though it had never been sent, or exercise any other rights the sender may have.

Where required and specified in the applicable Appendix, certain Electronic Information shall not give rise to any obligations for the receiving Party unless and until the Party initially transmitting such Information has properly received in return a Confirmation of Acceptance.

If any transmitted Information is received erroneously, or in an unintelligible, or corrupted, or duplicated form, the receiving Party shall promptly notify the originating Party (if identifiable from the received Information) in a timely manner. In the absence of such a notice, the originating Party's Record of the contents of such transmitted Information shall control.

10. Operational requirements (details of transaction):

INSTRUMENT	SBLC BY SWIFT MT 760
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ISSUING BANK	HSBC BANK PLC (LONDON, U.K.)
FACE VALUE	\$USD 5.000,000,000.00 (FIVE BILLION USD)
FIRST AND ALONE TRANCHE	\$USD 5.000,000,000.00 (FIVE BILLION USD)
LEVERAGE TO VALUE (LTV)	[60%] = 58% + 1% + 1%
ADVANCE PAYMENT	1%
PAYMENT	SWIFT MT103 [SIMPLE WIRE CREDIT TRANSFER]

Each Party shall use all commercially reasonable efforts to (a) provide, maintain and test its respective equipment, software, security procedures and Services as necessary to effectively, reliably and securely transmit and receive Electronic Information, and (b) to provide sufficient notice to the other of any changes in systems operations, hardware or software that might impair the mutual capabilities of the Parties to communicate in accordance with the applicable Specifications and Appendices. A Party that contracts with a Service Provider(s) for the fulfillment of his obligations under this Agreement shall, with the limitations set forth in Section 13, at all times remain responsible for the Service Provider's acts or failure of acts.

Each Party shall bear all of its own costs associated with (a) the implementation, maintenance and use of the Specifications; (b) the fulfillment of obligations pursuant to this section 12; and (c) any Service Provider with which each Party may contract.

11. SUMMARY OF MONETIZING PROCEDURE

1. Sender and Receiver will execute, sign and seal this deed of Agreement with distribution of the funds as stated, which thereby automatically becomes a full commercial recourse Contract. The present Agreement shall be registered in and by the Receiver's bank. This service is for bank customers who require confidentiality and it is not a telegraphic or SWIFT transfer.

2. Sender will send the DIRECTLY SWIFT MT 760 SBLC/BG

3. Receiver will start the DD/COMPLIANCE

4. Payment of charges (if is necessary)

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5. Receiver will instruct to Sender to Send the SWIFT 760

6. Sender and Receiver execute, sign and seal Investment Agreements and Commission Agreements.

7. Monetizer will monetize

8. On behalf of the client, Monetizer takes responsibility of all required payments to receive MT760 to monetize it UPON 10 (ten) Banking days, receiver will pay (re-distribution/re-investment) according in accordance with the Investment Agreements, via SWIFT MT103 to the accounts designated by the Sender and other payments for facilitator's specified in this Agreement, fee paid by the Receiver according to the present Agreement.

12. Bank coordinates details

SENDER OF SWIFT MT 760

: 51A: SENDING INSTITUTIONS	
: BANK NAME	
: BANK ADDRESS	
: ACCOUNT NAME	
: BANK OFFICER (1)	
: BANK OFFICER (2)	
: BANK TELEPHONE/FAX	
: BANK EMAIL	

RECEIVER OF SWIFT MT 760

BANK NAME	JP MORGAN CHASE
ADDRESS	171 WEST 57TH STREET, NEW YORK, NEW YORK 10019
SWIFT CODE	CHASUS33XXX

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ROUTING NUMBER	021000021
ACCOUNT NAME	CAMILLE SABLE
ACCOUNT NUMBER	135592613

1% OF ADVANCE PAYMENT

56: COVER CORRESPONDENT BANK	CITIGB2LXXX
57: BENEFICIARY BANK BIC	CITTGB2LHAM
57: BENEFICIARY BANK NAME	CITIBANK EUROPE PLC [UK BRANCH]
BENEFICIARY BANK ADDRESS	1 HAMMERSMITH GROVE, LONDON, POST CODE: W6 0NY - United Kingdom
59: FINAL BENEFICIARY ACCOUNT	GB73CITI18500494093783
59: FINAL BENEFICIARY NAME	CHELLIAH SRI GANESHARAJAH

PAYMENT OF PROFIT (PAYMASTER ACCOUNT)

56: RECEIVING BANK	CHASGB2LXXX
BANK NAME	JP MORGAN CHASE BANK, N.A. [EUROPEAN HEADQUARTERS]
BANK ADDRESS	25 BANK STREET, CANARY WHARF, LONDON – POSTCODE: E14 5JP - UNITED KINGDOM
57: BENEFICIARY ACCOUNT BANK	CREDITO AGRICOLA
BENEFICIARY ACCOUNT NUMBER	GB93 CHAS 6092 4267 1003 60
59: FINAL BENEFICIARY NAME	INEMPI, SA
ACCOUNT NUMBER	40229190211
70: REMITANCE INFORMATION	Pre-advice must be sent via Swift prior to Wire Transfer. Email a notification immediately upon each transfer payment together with the Transactions Codes to: fadulbaidanetto@gmail.com / sriganes5@gmail.com

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13. Liability

No Party shall be liable for any failure to perform its obligations in connection with any Transaction or any Information exchanged, where such failure results from any act of nature or other cause beyond such Party's or its Service Provider's reasonable control, including without limitation, any mechanical, electronic or communications failure, which prevents such Party or its Service Provider from electronically transmitting or receiving any Electronic Information.

Neither Party shall be liable to the other for any indirect, special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Electronic Information pursuant to this Agreement, even if the Party has been advised of the possibility of such damages.

Each Party shall be liable for direct damages originated by the acts or omissions of its Service Provider while transmitting, receiving, storing, or handling Electronic Information, or performing related activities for such Party. If both Parties use the same Service Provider to exchange the Electronic Information, the originating Party shall be liable for the acts or omissions of such Service Provider as to such exchanged Information.

Each Party shall be responsible for the costs of any Service Provider with which it contracts, unless otherwise specified in an Appendix.

14. Applicable Law – Dispute resolution

This Agreement shall be construed and interpreted in accordance with the laws of European Union, without prejudice to any mandatory legislative provision, which may apply to the Parties with regard to processing, recording and storage of Electronic Information, or confidentiality and protection of personal data. All disputes arising out of this Agreement or its validity and which cannot be settled amicably, shall be submitted to the ordinary court of Portugal, unless both Parties specifically agree on arbitration or alternative dispute resolution elsewhere. Arbitration or alternative dispute resolution shall be conducted in the English language.

15. Termination

This Agreement shall remain in effect until terminated by either Party with not less than 30 days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the

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respective obligations or rights of the Parties arising under any exchanged Information or otherwise under this Agreement and any other agreement signed between the Parties prior to the effective date of termination. Those provisions that by their nature are continuing obligations shall survive any termination and remain binding upon the Parties.

16. Severability

Any provisions of this Agreement, which are determined to be invalid or unenforceable, will be ineffective to the limited extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

17. Entire Agreement

This Agreement Should an inconsistency occur between the provision of this Agreement and the Appendices, the provisions of the Agreement shall prevail.

No modification or waiver of any of the provisions of this Agreement and/or any of its Appendices shall be binding on either Party unless made in a paper-based writing and signed by an authorized

representative of each Party. No obligation to enter into any Transaction or any further contractual relationship is to be implied from the execution or delivery of this Agreement.

The Entire Agreement may be translated into other languages, but the English language version will be the official version and will control the construction and interpretation hereof.

IN WITNESS WHEREOF/ THE PARTIES HAVE HEREUNTO EXECUTED THIS AGREEMENT ON Monday, 12 February 2018

FOR AND ON BEHALF OF THE SENDER: FADUL BAIDA NETTO	FOR AND ON BEHALF OF THE RECEIVER: INEMPI, SA/PROMOLOTUS HOME DEVELOPERS, LDA

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I.D. Nº	XXXXXXXXX	I.D. Nº	E-8-95096 [PANAMÁ]