

CONTRACTUAL AGREEMENT

This Contractual Agreement ("Agreement"), effective from today May 20, 2017, is made by and between STARMERGE COMMERCIAL BROKERS LLC (Hereinafter referred as "Project Consultant") and SUNVESTA HOLDING AG (hereinafter referred as "Project Initiator") Project Consultant and Project Initiator are collectively referred to herein as "Parties", in singular or plural usage, as required by context.

1. Purpose of this Agreement

1.1.1. The intent of this Agreement is for the parties to cooperate in re-evaluating, assessment and analysis of one or more potential projects (all together further referred as "The Project") and to protect the confidential nature of such discussions and project. In order to facilitate the discussions contemplated hereunder, one party may provide to the other party certain confidential Information, as defined below. This information is proprietary, secret, and confidential, and will be disclosed to the other party only on clearly defined terms.

1.1.2. The Parties agreed to accept binding nature of the present Agreement with respect to all transactions and agreements with commercial organizations as well as states and municipal bodies, which Parties, including their affiliate or subsidiaries can be directly or indirectly involved in.

1.1.3. SUNVESTA HOLDING AG having request project funding from Capital Funding PJSC and Capital Funding PJSC, having unanimously agreed to extend funding to SUNVESTA HOLDING AG has requested a further analysis, assessment and re-evaluation (Final Due Diligence) of the project which is being finalized to be funded by Capital Funding PJSC, to define the terms and conditions that will form the basis of this funding collaboration between SUNVESTA HOLDING AG and Capital Funding PJSC.

1.1.4. SUNVESTA HOLDING AG shall be under obligation to forward all relevant details, data and information to support the project under consideration for the required due diligence on the project under consideration to STARMERGE COMMERCIAL BROKERS LLC.

1.1.5. SUNVESTA HOLDING AG Shall pay \$18.650 USD (Eighteen Thousand six hundred and fifty Dollars) only to STARMERGE COMMERCIAL BROKERS LLC at the time of application as a professional service fee for rendering the necessary due diligence on the project under consideration for the purpose of finalization of funding agreement with Capital Funding PJSC on behalf of SUNVESTA HOLDING AG.

1.1.6. STARMERGE COMMERCIAL BROKERS LLC shall accept all documentation as regards the project under consideration for funding by Capital Funding PJSC on behalf of SUNVESTA HOLDING AG including the professional service fee of US\$16,650 for the purpose of re-evaluation, assessment and analysis (Due Diligence). The fee is refundable by SUNVESTA HOLDING AG only if the Business Plan/Proposition is rejected for funding base on the re-evaluation, analysis and recommendation by STARMERGE COMMERCIAL BROKERS LLC to Capital Funding PJSC. 1.1.7. STARMERGE COMMERCIAL BROKERS LLC shall render a comprehensive due diligence on SUNVESTA HOLDING AG funding request and forward a professional report and recommendation to Capital Funding PJSC for the purpose of finalization of a funding agreement between the SUNVESTA HOLDING AG and SUNVESTA HOLDING AG.

1.1.8. STARMERGE COMMERCIAL BROKERS LLC shall remain under obligation to keep all details, data and information associated with SUNVESTA HOLDING AG project confidential and shall not share any such project information with any other client or parties not stated herein.

2. Definition of Confidential Information

2.1.1. "Confidential Information" shall mean any and all business, technical, and financial information relating to the business and project of SUNVESTA HOLDING AG.

2.1.2. All information transferred shall be considered confidential, unless otherwise indicated by the Party providing such information. Information can be provided in oral, written form (both paper and electronic form) or in other form. Confidential Information may include, by way of example, but without limitation, products, specifications, formulae, equipment, business strategies or plans, customer lists, know-how, drawings, pricing information, inventions, ideas, and other information, or its potential use, that is owned by or in the possession of SUNVESTA HOLDING AG and their affiliates.

2.1.3. Confidential Information shall not include that which: (a) is in the public domain prior to disclosure by one Party to another; (b) becomes part of the public domain, by publication or otherwise, through no unauthorized act or omission on the part of either or the Parties; or (c) is lawfully in Party's possession prior to disclosure by one of the Parties or (d) is independently developed by an employee(s) of the Party with no access to the disclosed Confidential Information; (e) cannot be regarded as commercial secret.

2.1.4. If Confidential Information is legally disclosed in confidence to one of the Parties by a third party, then: (a) the such Party shall have the right to use that portion of the above-mentioned Confidential Information so disclosed by the third party in connection with work done for that third party; and (b) such disclosure by that third party shall not place that portion of the above-mentioned Confidential Information in the public domain, and shall not relieve the Parties of its obligations under this Agreement.

3. Obligations of Protection

Proper and appropriate steps shall be taken and maintained by STARMERGE COMMERCIAL BROKERS LLC to protect Confidential Information. Dissemination of Confidential Information shall be limited to employees, agents or professional advisers/consultants that are directly involved with the Project and even then only to such extent as is necessary and essential. STARMERGE COMMERCIAL BROKERS LLC shall inform their employees, agents and consultants of the confidential nature of the information disclosed hereunder and cause all such employees, agents and consultants to abide by the terms of this Agreement. STARMERGE COMMERCIAL BROKERS LLC shall also be liable for actions of his employees, agents and consultants related to Confidential Information.

The Parties, through their authorized representatives, hereby agree to the terms and conditions of this Agreement.

STARMERGE COMMERCIAL BROKERS LLC

Starmerge Building

Sheikh Zayed

Road P.O.Box 12398

Dubai, UAE

Phone: +971524245201

Fax: +97142711675

Email: ahmed.malik@scb-llc.com

<http://www.scb-llc.com>

By: _____



President/Owner:
Alfred Gerald

Project Initiator:
SUNVESTA HOLDING AG
Opposite Confex Oil, Industrial Zone
Bonaberi, P.O.Box 106:
Cameroon.

Project Initiator:
Yota Louis Fomba