application as a professional service fee for rendering the necessary due diligence on the

including the professional service fee of US$16,650 for the purpose of re-evaluation, assessment and

AG

project under consideration for funding by Capital Funding PJSC on behalf of

SUNVESTA HOLDING

1.1.6. STARMERGE COMMERCIAL BROKERS LLC shall accept all documentation as regards the

.

Funding PJSC on behalf of

SUNVESTA HOLDING AG

project under consideration for the purpose of finalization of funding agreement with Capital

SUNVESTA HOLDING AG

fifty Dollars) only to STARMERGE COMMERCIAL BROKERS LLC at the time of

Shall pay $18.650 USD (Eighteen Thousand six hundred and

1.1.5.

SUNVESTA HOLDING AG

the project under consideration to STARMERGE COMMERCIAL BROKERS LLC.

and information to support the project under consideration for the required due diligence on

shall be under obligation to forward all relevant details, data

Funding PJSC for the purpose of finalization of a funding agreement between the

share any such project information with any other client or parties not stated herein.

project confidential and shall not

data and information associated with

SUNVESTA HOLDING AG

1.1.8. STARMERGE COMMERCIAL BROKERS LLC shall remain under obligation to keep all details,

.

and

SUNVESTA HOLDING AG

HOLDING AG

1.1.4.

SUNVESTA

funding request and forward a professional report and recommendation to Capital

HOLDING AG

COMMERCIAL BROKERS LLC shall render a comprehensive due diligence on

SUNVESTA

STARMERGE COMMERCIAL BROKERS LLC to Capital Funding PJSC. 1.1.7. STARMERGE

Plan/Proposition is rejected for funding base on the re-evaluation, analysis and recommendation by

only if the Business

analysis (Due Diligence).The fee is refundable by

other party only on clearly defined terms.

defined below. This information is proprietary, secret, and confidential, and will be disclosed to the

contemplated hereunder, one party may provide to the other party certain confidential Information, as

protect the confidential nature of such discussions and project. In order to facilitate the discussions

analysis of one or more potential projects (all together further referred as “The Project") and to

1.1.1. The intent of this Agreement is for the parties to cooperate in re-evaluating, assessment and

1.1.2. The Parties agreed to accept binding nature of the present Agreement with respect to all

**Purpose of this Agreement**

**1.**

context.

Project Initiator are collectively referred to herein as “Parties”, in singular or plural usage, as required by

(hereinafter refereed as “Project Initiator”) Project Consultant and

SUNVESTA HOLDING AG

STARMERGE COMMERCIAL BROKERS LLC (Hereinafter referred as “Project Consultant”) and

This Contractual Agreement (“Agreement”), effective from today May 20, 2017, is made by and between

and Capital Funding PJSC, having unanimously agreed to extend funding to

SUNVESTA HOLDING AG

and Capital Funding PJSC.

SUNVESTA HOLDING AG

define the terms and conditions that will form the basis of this funding collaboration between

Diligence) of the project which is being finalized to be funded by Capital Funding PJSC, to

has requested a further analysis, assessment and re-evaluation (Final Due

HOLDING AG

**CONTRACTUAL AGREEMENT**

SUNVESTA

having request project funding from Capital Funding PJSC

1.1.3.

SUNVESTA HOLDING AG

which Parties, including their affiliate or subsidiaries can be directly or indirectly involved in.

transactions and agreements with commercial organizations as well as states and municipal bodies,

Agreement.

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

disclosure by that third party shall not place that portion of the above-mentioned Confidential Information

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

SUNVESTA HOLDING AG

**2. Definition of Confidential Information**

2.1.1. “Confidential Information” shall mean any and all business, technical, and financial information

SUNVESTA HOLDING AG

relating to the business and project of

.

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

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

Cameroon.

**Yota Louis Fomba**

**Project Initiator:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Bonaberi, P.O.Box 106:

Opposite Confex Oil, Industrial Zone

SUNVESTA HOLDING AG

**Project Initiator:**

**Alfred Gerald**



**President/Owner:**



By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_