



## NBNS MANAGEMENT & INVESTMENT

Avenida Arriaga 42B, Edifício Arriaga, office 2.2, 9000-064  
Funchal – Madeira, Portugal



### PROCUREMENT AND SERVICES AGREEMENT BETWEEN GJL REAL ESTATE GMBH AND NBNS & MI CONTRACT NUMBER: NBNS-MI/GJL REAL ESTATE GMBH 940/08-2021

#### BY AND BETWEEN:

1. **GJL REAL ESTATE GMBH**, (hereinafter “**GJL**”), limited liability company with registered office at Kennedy Allee, 109, 60596, Frankfurt - Germany, with registered under no. HRB112846, herein represented by **MR. GORDON JAMES LASCHINGER**, as company CEO, bearer of Canadian Passport Number HC184341;

and;

2. **NBNS MANAGEMENT&INVESTMENTS LDA**, (hereinafter “**NBNS MI**”), limited liability company with registered office at Arriaga, 42B Avenue, Arriaga Building, Floor 2, Office 2.2, 9000-064 – Funchal - Madeira island, Portugal, with registered under no. 514049448, herein represented by Mr. **JOÃO PEDRO DE OLIVEIRA FERREIRA DE ARAÚJO**, as company CEO, bearer of Portuguese Passport Number CB188838;

Collectively referred to as “**The Parties**”

#### CONSIDERING THAT:

1. “**NBNS MI**” is a company duly incorporated following the Portuguese Laws, which business purpose includes: (i) to act as advisers, consultants, planners, organizers, introducers, referrers and intermediaries to any person, company or whatsoever corporate body about the procurement and intermediation of international contracts in the business, financial and commercial industry; (ii) which business purpose is directly connected to international consultancy;
2. “**NBNS MI**” is the developer of the project in KAZAKHSTAN which aims at the construction and installation of 2 (Two) factory unit **TCS SYSTEM CONSTRUCTION**. The project in KAZAKHSTAN is approved by the government of KAZAKHSTAN and schedule for starting construction in 2021/2022.
3. “**NBNS MI**” has identical projects in other countries in and will present such projects to “**GJL**”.
4. “**GJL**” wishes to expand its activity to the KAZAKHSTAN market, with the particular incidence in the installation of its line of products and services in KAZAKHSTAN, in the project by “**NBNSMI**”.

#### THE PRESENT AGREEMENT IS CELEBRATED BETWEEN THE PARTIES, SUBJECT TO THE TERMS AND CONDITIONS HEREIN SET FORTH:

##### 1. Services Rendered

1.1. “**NBNS MI**” will act with due diligence, zeal, and professionalism whilst rendering the indicated services of consultancy. Thus, “**NBNSMI**” decided to open the possibility of direct participation of “**GJL**” in the “**NBNSMI**” project, for the construction and installation factory unit TCS SYSTEM CONSTRUCTION in KAZAKHSTAN and Petropavlovsk Projects (Free Economic Zone, Social Houses, Logistic Parks, Green Houses and Land Road Border Station).

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1.2. After the joint visit to the solar system's factory, both parties decided to create joint efforts for the development and implementation of factory unit TCS SYSTEM CONSTRUCTION in Brazil and of photovoltaic energy projects, to create energy sustainability, in the order of 50% of the project's needs.

1.3. The parties also decided that the "NBNSMI" will provide the possibility of participating in the projects, in other countries where the NBNS has ongoing project development, with the local authorities.

1.4. This participation of "GJL" is not limited to TCS SYSTEM Construction and photovoltaic systems but opens the possibility for "GJL" to be able to participate in other steps of the project, namely the communications and internet infrastructure network, systems of solid waste treatment systems, and water treatment and supply.

1.5. The projects will be evaluated, at every single step, and will allow "GJL" to analyze their participation in each step of the projects. And depending on that assessment, define the terms of your financial participation in each project.

## 2. Costs and Payment

2.1. Specifically to Kazakstan projects, already approved, the initial costs for the development of the projects and implementation of the work structure will be in the order of up to € 250,000,000.00 (Two Hundred Fifty Million Euros) with rolls & extension and also for the development of "GJL" business in Brazil and African countries of West Africa. This value which includes all costs and expenses that "NBNS MI" may incur in providing the services herein agreed upon, shall be paid in € 250,000,000.00 (Two Hundred Fifty Million Euros) by SWIFT MT 103 - CASH TRANSFER by DEUTSCHE BANK AG – FRANKFURT – GERMANY with rolls & extension.

The payment of the first tranche should be made within 3 banking days after signing the contract and after opening the bank account. The payments agreed in this clause will be made by the bank coordinate as described below:

BANK NAME:	DEUTSCHE BANK AG
BANK ADDRESS:	THEODOR-HEUSS-ALLEE 70, D-60262 – FRANKFURT AM MAIN - GERMANY
SWIFT CODE:	DEUTDE33HAN
IBAN ACCOUNT:	DE91 5007 0024 0661 9050 00
ACCOUNT NAME:	GJL REAL ESTATE GMBH
ACCOUNT SIGNATORY:	MR. GORDON JAMES LASCHINGER

2.2. "NBNS MI" hereby acknowledges and accepts that no additional payment for costs and expenses should be invoiced and/or supported by "GJL", and that all costs and expenses that "NBNS MI" may incur shall fall within the agreed fee for the services, stipulated in point 2.1 above.

2.3. The payment request will be issued by "NBNS MI" via a respective invoice, to proceed with the services contracted herein, beginning with the signing of this agreement for providing the solutions and products from "GJL" in the health facilities to be built in Kazakstan.

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2.4. The payment for the services now agreed between the parties must be made to "NBNS MI" by "GJL", within a period of 3 banking days after receiving the invoice issued by "NBNS MI", to the banking coordinates stated below, or others indicated by "NBNS MI" in writing.

Bank Name:	BANCO BIC PORTUGUES S.A "EUROBIC BANK"
Bank Address:	Arriaga, 34 Avenue, 9000-064, Funchal, Madeira Island, Portugal
Swift Code:	BPNPPTPLXXX
Account Number Euro:	8078807110001
IBAN Account Euro:	PT50 0079 0000 8078 8071 1018 9
Account Name:	NBNS MANAGEMENT & INVESTMENT LDA
Account Signatory:	João Pedro de Oliveira Ferreira de Araújo
Bank Officer Name:	Ms. Dália Caires
Bank Officer Phone:	+351 291 214 633
Bank Officer Fax:	+351 291 214 631
Bank Officer E-mail:	<a href="mailto:dalia.caires@eurobic.pt">dalia.caires@eurobic.pt</a>

### 3. Duration

3.1. This contract is valid for this project and maybe renewable for periods of 3 years by both parties to participate in other projects in Brazil and West Africa if both parties so wish.

### 4. Resolution

4.1. This Services Agreement can be terminated at the end of the 3 (Three) years term, or during the renewable period by the parties, provided one of the parties notifies the other of its intention, in writing, at least one year in advance.

### 5. Confidentiality


5.1. During the rendering of the services according to this agreement, "NBNS MI" and "GJL" may have access to confidential information concerning the other party or its employees, and/or any other related company advertiser, supplier, client, business associate, or customer (hereinafter "Related Entity"). This confidential information includes, but is not limited to, "NBNS MI", "GJL" and any Related Entities' processes, ideas, plans, programs, products, procedures, systems, materials, know-how, customer lists, business methods and philosophy, personnel information, and any information or materials not listed above, being confidentially disclosed.

5.2. "NBNS MI" and "GJL" hereby agree not to directly or indirectly remove, disclose, make public, copy or use any of the referred confidential information either during the present Agreement or thereafter, except if expressly authorized by the other party, in writing.

5.3. It is further agreed that "NBNS MI" and "GJL" will take all reasonable steps necessary to ensure that such confidential information will not become known to third parties, including other employees and/or distributors



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and/or intermediaries and/or suppliers, who do not need to know such information, without prior written consent.

### 6. Jurisdiction

6.1. The present Agreement is subordinated and will be interpreted following the Portuguese Law and “NBNS MI” and “GJL”, hereby and herein agree and consent to submit this Agreement to the exclusive jurisdiction of the Portuguese Courts, and choosing the Court of Lisbon as the competent court to decide in case any dispute or disagreement arise from the execution or interpretation of the present Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, of both parties, and signed today this 17<sup>th</sup> of August 2021, by:

**GJL REAL ESTATE GMBH**

Representative By: **MR. GORDON JAMES LASCHINGER**

Canadian Passport Number: HC184341



**NBNS MANAGEMENT & INVESTMENTS LDA**

Representative By: Mr. JOÃO PEDRO DE OLIVEIRA FERREIRA DE ARAUJO

PORTUGUESE PASSPORT: CB188818

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Copy Passport Mr. João Pedro de Oliveira Ferreira de Araújo



*João Pedro de Oliveira Ferreira de Araújo*



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