



## NBNS MANAGEMENT & INVESTMENT

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



### JOINT VENTURE AGREEMENT (JVA) REF. NBNSMI TRANSACTION CODE: NBNS-MI/GJL REAL ESTATE GMBH 940/08

#### 2021 FOR PARTICIPATION IN PRIVATE PLACEMENT INVESTMENT

#### SECTION 1: PARTIES TO AGREEMENT

This Joint Venture Agreement (“JVA”) is made and entered into as of this 17<sup>th</sup> day August of 2021, by and between the individuals and entities here named:

**PARTY 1: NBNS MANAGEMENT& INVESTMENT LDA**, Hereinafter, referred to as (“Program Manager”), a corporation organized and existing under the laws of Portugal, with tax registration number 514048449, with its primary office located at Arriaga, 42B Avenue, Arriaga Building, 2nd. floor, Office 2.2, Zip Code 9000 064, Funchal, Portugal, and legally represented by Mr. João Pedro de Oliveira Ferreira de Araújo – CEO with passport number CB 188838 issued by the country of Portugal.

And;

**PARTY 2: GJL REAL ESTATE GMBH**, Hereinafter, referred to as (“Investor”), a corporation organized and existing under the laws of Germany, with tax registration number HRB112846, with its primary office located at Kennedy Allee, 109, 60596, Frankfurt - Germany, and legally represented by **MR. GORDON JAMES LASCHINGER**, as company CEO, bearer of Canadian Passport Number HC184341.

#### SECTION 2: RECITALS TO AGREEMENT

WHEREAS,

- Each party hereto has his individual resources and skillsets and both parties desire to enter into this JVA to collaborate for their mutual and individual benefit in developing funds for each of their independent projects.
- The Program Manager, has lawfully earned Cash Funds which are of non-criminal origin and desires to deliver a Financial Instrument in the form of a Cash Funds, in the agreed format, the Program Manager to place this Investment in a first-class private placement financial investment platform in Europe.
- Program Manager desires to make available a bank credit line facility utilizing the Cash Funds of Investor as Collateral, and thereafter to utilize the funds from the Credit line into legal financial transactions for the realization of profit and capital gains with equity participation, hereafter “The Investment”.
- The parties recognize that there is a need to work collectively with one another and exchange certain information in respect of themselves and/or its affiliates and desire to cooperate fully with each other, respecting each other’s confidential information.
- Both parties agree, warrant and attest that said funds are not involved in any breach of money laundering regulations/accord of 1993 whatsoever, as defined in the jurisdiction of the origin or internationally, and that they are not involved in any terrorist activity.



## NBNS MANAGEMENT & INVESTMENT

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6. Both parties recognize the unique services rendered by their respective representatives, consultants, and agents, hereafter referred to as “Consultants”, without whose assistance this JVA would not be made possible and desire that the Consultants shall receive an equity share.

### SECTION 3: TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises, covenants and understandings contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree to the terms and conditions of this Joint Venture Agreement hereinafter set forth.

#### 1. INVESTMENT CAPITAL AND ASSET DESCRIPTION

The investor agrees to invest an initial sum of Two Hundred Fifty Million Euros (€ 250,000,000.00) in the form of a Cash Funds.

#### SUMMARY OF INVESTMENT CAPITAL AND ASSET DESCRIPTION

Investment Capital:	Two Hundred Fifty Million Euros (€250,000,000.00) Cash Funds face value
Form of Investment:	Cash Funds
Investor’s SWIFT issuer:	Deutsche Bank AG
Mode of Delivery:	Swift MT103 Cash Transfer

#### 2. INVESTMENT DESCRIPTION AND POSSIBLE YIELDS

Participation in this Private Placement Investment shall be for the duration of 40 consecutive weeks (except for holidays and non-trading periods) and with possible bullet trades (short term financial trades, if and when they become available), with possible rolls and extensions of this JVA. At the end of the 40 weeks, no loan repayment is required and the Cash Transfer, being Swift MT 103 Cash Funds shall expire unencumbered and returned to the investor uncalled before the expiration date. No projects are required for registration with this Investment.

Expected Yields is an of 15% up to 25% gross per week or better, to be calculated on the credit line obtained. Investment Yields shall be payable weekly, calculated at the close of the week, and paid out the following Monday. Payments shall be made via Telegraphic Transfer to the Bank Co-ordinates of the Parties and Consultants in Equity Shares described in this JVA, discounting taxes due.

Profit will be based on the available Investment Schematic (hereafter “Investment Program” or “Investment Schedule”) designated upon the receipt, verification, and acceptance of the swift’s delivered via Cash Transfer, being Swift MT 103 Cash Funds to the Bank Co-ordinates of Program Manager described under section “Bank Co-ordinates”.

All numbers (of Profits) are based on the build-up of the account. Historical returns are an of 15% up to 25% of Investment Value weekly for the duration of this JVA, the average duration being 40 weeks.



## NBNS MANAGEMENT & INVESTMENT

Avenida Arriaga 42B, Edificio Arriaga, office 2.2, 9000-064  
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The first payment of the 40 Weeks payments shall begin the week after the credit line is established, but maximum WITHIN 2 to 5 weeks after receipt and confirmation of the Cash Transfer, being Swift MT 103 Cash Funds, subject to holidays and non-trade periods.

### SUMMARY OF INVESTMENT DESCRIPTION AND POSSIBLE YIELDS

Investment Duration:	40 consecutive weeks (except for holidays and non-trade days).
Loan to Value (LTV):	80% on the face value of the Cash Transfer, being Swift MT 103 Cash Funds
Gross Weekly Yield:	15 % up to 25% of Gross of credit line value
Weekly Payments:	Calculated on a Friday and sent via Telegraphic Transfer or Fedwire on the following Monday.
Next Payment:	Within 2 to 5 weeks after Swift MT 103 Cash Funds is acquired with the release of the respective credit line.

### 3. ALLOCATION AND DISBURSEMENT OF PROFITS.

The Parties understand and agree that after set off and deductions of banking costs and expenses, all profits derived from the Investment Trading Activities shall be shared according to allocations of disbursements described hereto and deposited to the bank account(s) opened with a Bank in Portugal.

The term “Net Proceeds” or “Profits” shall refer to the amount derived from the original monetization of the Cash Transfer, being Swift MT 103 Cash Funds face value (**CREDITLINE - LTV**) and its gross financial trading yields, after set off and deductions of banking costs and expenses paid as a cost of products traded and bank transactional fees. Both Parties hereby undertake and agree to share the Net Proceeds of the investment as follows:

- a) The investment total amount of € 250,000,000.00 (Two Hundred Fifty Million Euros) transferred to **EUROBIC BANK - PORTUGAL**, the first proceeds will be paid at € 50,000,000.00 (Fifty Million Euros) per week for the first 5 weeks, the term applicable to set up this facility will be 15 banking days, after the receipt and confirmation of the redirected / transfer by Swift MT 103 Cash Transfer from **DEUTSCHE BANK - GERMANY FOR EUROBIC BANK - PORTUGAL** and opening of the credit line.
- b) After the payment of the total amount of € 250,000,000.00 (Two Hundred Fifty Million Euros) as described in point "a", above, the weekly profits thereafter from week 6 to 40 will be distributed as follows:

• **50% of any weekly profit disbursements to the INVESTOR (GJL)**

• **50% of any weekly profit disbursements to the PROGRAM MANAGER**

The Parties hereto may choose to move their share of Profits to other banks at will. The Parties shall each be responsible for the bank transmission charges which will be deducted at the time of transfer. All transfers shall be accompanied by a statement of “good, clean and cleared funds” from the transmitting bank.

### 5. BANKING COORDINATES


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 jpfa1961 +351 967 610 872 joao@nbnsmi.com https://nbnsmi.com



## NBNS MANAGEMENT & INVESTMENT

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



### A) PROGRAM MANAGER'S TRADING BANK TO RECEIVE SWIFT MT 103 CASH TRANSFER

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: [dalia.caires@eurobic.pt](mailto:dalia.caires@eurobic.pt)

### B) INVESTOR'S BANK CO-ORDINATES TO RECEIVE WEEKLY PROFITS:

BANK NAME: TBA  
 BANK ADDRESS: TBA  
 SWIFT CODE: TBA  
 ROUTING No.: TBA

ACCOUNT NUMBER: TBA  
 ACCOUNT NAME: TBA  
 BENEFICIARY: TBA  
 BANK OFFICER NAME: TBA  
 BANK OFFICER PHONE: TBA  
 BANK OFFICER EMAIL: TBA

### C) PROGRAM MANAGER'S BANK CO-ORDINATES TO RECEIVE WEEKLY PROFITS:

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: [dalia.caires@eurobic.pt](mailto:dalia.caires@eurobic.pt)

### 4. MANAGEMENT OF THE JOINT VENTURE.

The parties hereto understand and agree that this JVA shall exist only as a means to set forth the individual obligations of the Parties and to set forth the amount and manner of disbursement of proceeds from any completed transactions as contemplated herein. Due to this mutual agreement between the Parties hereto, it is further agreed that this JVA shall require no "management", as such, and that each party shall be separately and individually responsible for their own individual roles, expenses, taxes, etc.





## NBNS MANAGEMENT & INVESTMENT

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Funchal – Madeira, Portugal



As regards collateral assets financial institutions and communication protocols with banks the Parties to this agreement agree that neither Party, individually and without the explicit written permission of the other Party, shall have the right to:

- A) Sell, transfer, assign, pledge, mortgage, hypothecate, or otherwise encumber or put at risk the other party's portion of assets.
- B) Each Party shall be the point of contact for their respective financial institutions (Banks) and shall respect and not circumvent either Party concerning the communication channels.
- C) Both Parties agree and undertake to abide by communication protocols given hereto, to copy each other on all matters about this financial transaction for as long as the JVA remains in force.

### 5. RECORDS TERM SHEETS REPORTS.

It is understood and agreed by mutual agreement that records will be maintained by Program Manager as regards all matters of Investment Trading Activities and that a Term Sheet or Periodic Report shall be provided by Program Manager to Investor.

### 6. TERMINATION OR EXTENSIONS

The JVA shall be terminated or extended at any time upon the first occurrence of any of the following events:

- A) By mutual agreement of the Parties hereto.
- B) Breach of Contract by one of the Parties hereto.
- C) Notice of Termination and/or Extension by the Investor.
- D) End of Term of JVA or its Extension.

## SECTION 4: OTHER MISCELLANEOUS TERMS OF AGREEMENT

### 1. ACCREDITED INVESTORS

The Referenced Parties individually: (i) Are each, "accredited investor/(s)" (as that term is used in its general sense and for purposes of securities laws and regulations of any governmental and non-governmental agencies having competent jurisdiction over any "Securities Agencies", the Bank Instruments and underlying Collateral Assets, therefore, and any transactions contemplated under this Agreement; (ii) Understands and agrees that the transactions contemplated by this Agreement are not a securities' transaction governed by the laws and regulations of the Securities Agencies; and (iii) Has prior knowledge of and experience with financial transactions generally and the transactions contemplated by this Agreement.

### 2. PRIVATE PLACEMENT

The Investments referenced in this JVA are to be conducted as a Private Placement and Confidential Agreement between the Parties and shall NOT be interpreted as a transaction of "securities" as defined by the U.S. Securities Act of 1933, or as amended, or by the U.S. Exchange Act of 1934, or as amended, or by the



laws of any other nation.

### 3. NON-CIRCUMVENTION NON DISCLOSURECONFIDENTIALITY AGREEMENTS

The Parties understand that in the course of this JVA, and in the stages leading to the Trading Activities contemplated herein, whether or not these efforts are successful, that certain Proprietary Information will be disclosed. The Parties undertake to keep close any such private, confidential, and proprietary information.

It is understood and agreed by the Parties hereto, that any names, contacts, prices, methods, financial information, or any information provided by a Disclosing Party (whether or not about the intended Trading Activities) shall remain the Proprietary Information of the Disclosing Party. Except were instructed in writing by the Disclosing Party, the other Party shall not make any contact with, deal with or otherwise be involved in any transactions with any trusts, corporations, companies, agents, relatives, friends, attorneys, or individuals, buyers or sellers of the Disclosing Party.

The Parties to this agreement agree not to circumvent the other party in any transaction now or in the impending future from the date of this document on any type of transaction as referenced herein. The Parties agree not to divulge or discuss or disclose ANY PART of information or the Investment Trading Activities obtained as a result of this JVA.

Each Party hereto shall undertake measures to ensure all their employees, associates, assignees, successors and designates shall abide by the Confidentiality Agreements, Non- Circumvention Non-Disclosure Agreements of this JVA, and only disclose on a Need-To-Know basis such information as is required to fulfill a task, role or job function.

Where any information is proven to exist in the Public Domain, any discussions thereto shall not have any context or bearing with regards to this JVA. All aspects of the JVA being confidential to the Parties hereto.

A breach of this Non-Circumvention, Non-Disclosure, Confidentiality Agreement shall constitute a breach of this JVA and breaching party liable to penalties, legal proceedings, termination of this JVA, payment of losses incurred.

### 4. INDEMNIFICATION

The Parties agree to indemnify and hold harmless each other from any liability or damages and expenses of litigation concerning all claims arising at any time out of any business or activity of the other party, whether or not this business or activity is directly associated with the Joint Venture.

### 5. REPRESENTATION OF THE PARTIES.

Each party represents, warrants and agrees to and with the other Party that:

- A) This Agreement constitutes a valid and binding agreement in accordance with its terms.
- B) Each party has good right and lawful authority to enter into this agreement.
- C) Each party is in good standing in their geographic areas and has all requisite power and authority to conduct all business presently contemplated herein.

A handwritten signature in blue ink, likely belonging to one of the parties to the agreement.





## 6. CODES.

The Parties agree that all documentation exchanged between the parties shall carry the same identifying reference codes of this JVA for the entire duration of the Joint Venture. This code may not be altered unless agreed to, in writing, by both parties.

Regardless whether changed or not, the terms of this JVA are binding, the spirit of which shall not be altered in any change of codes or titles of documents, and of which shall be carried forward in any new, additional, substitute and parallel agreements, all of which included as “Rolls and Extensions” or “R&E”.

## 7. NOTICES.

Any notice to be given hereunder by either party to the other shall be in writing and delivered by any of the following: (i) courier; (ii) certified mail; (iii) telefax; or (iv) e-mail with a full confirmed copy with original signature sent by courier to the address of the respective Party.

The Parties agree and acknowledge that the telefax and e-mail copies are legally acceptable as original documents in the absence of forgery.

## 8. TAXES AND INSTITUTIONAL COSTS.

Both Parties, individually or separately accept liability for taxes, levies, duties, charges, and other institutional costs that may be applicable in the execution of their respective roles.

Each Party shall be responsible for any tax reporting obligations and payment of taxes as may become due and payable in the countries of their respective jurisdictions which may arise from the receiving profits derived from this JVA.

## 9. GOVERNING LAW.

This JVA is governed by and construed in accordance with the laws of Portugal.

## 10. ENTIRE AGREEMENT MODIFICATIONS.

This JVA contains the entire Agreement between the Parties hereto and may be supplemented, altered, amended, modified in writing ONLY when signed by both parties hereto.

## 11. COUNTERPART SIGNING

This JVA and any writings in connection herewith may be executed in part and once signed by all Parties hereto, shall be deemed a completed and legally binding agreement. The Parties to Agreement may enter into this JVA constituted thereby by signing such counterpart. Any times, dates or periods mentioned in any provision of this document shall only be amended by agreement in writing and signed off by all the parties concerned.

## 12. BINDING AGREEMENT SUCCESSORS.

Once both parties have affixed their signatures hereto this JVA, this document shall be a full commercial and

A handwritten signature in blue ink, likely belonging to one of the parties to the agreement.





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legally binding agreement.

Successors may be appointed in writing and the written notice sent to the other Party hereto. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

### 13. PARTIAL INVALIDITY.

In the event, any part or parts of this agreement are held to be invalid or of no force or effect, the remainder of this agreement shall not be affected such determination. The illegality, invalidity or non-enforceability of this document or any provision of this document under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction or any other provision of this document; provided, however, that the Parties shall first use reasonable best efforts to amend this document to conform with any such laws.

### 14. DIGITAL SIGNATURES AND DIGITAL COPIES

This JVA shall be signed and transmitted to the “PARTIES TO AGREEMENT”. All Facsimile and electronically transmitted copies shall be deemed as originals and shall have full legal effect thereof.

### SECTION 5: SIGNATURES TO AGREEMENT

In witness hereof, Investor and Program Manager have duly executed this agreement with their signatures and seals on the 17<sup>th</sup> August 2021.

**For of Behalf – NBNS MANAGEMENT & INVESTMENT LDA.**



Represented Name by: Mr. João Pedro de Oliveira Ferreira de Araújo  
Title: President  
Nationality: Portuguese  
Passport Number: CB188838  
Date of Expiration: Oct 29, 2024

**For of Behalf – GJL REAL ESTATE GMBH**

Represented Name by: **MR. GORDON JAMES LASCHINGER**  
Title: CEO  
Nationality: Canadian  
Passport Number: HC184341  
Date of Expiration: June 09, 2025



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Copy Represented by NBNS MANAGEMENT & INVESTMENT LDA



*João*

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