

Commercial Partnership Contract

This agreement was concluded on the ?? day of ??? month, 2021 Between:

1. **Silwana Diamond Investment** And referred to hereinafter by the (First Party)

2. And

M.1478523690

Nationality: Emirian

ID No: 12122sdd21

Date of Expiry: 16-November-2022

Date of Birth: 13-October-2022

Preamble

The First Party, Silwana Diamond Investment Company, is licensed in the United Arab Emirates and registered with the Dubai Economic Department with a commercial registration number (818946). Its activity includes general trade and practicing all activities related to these purposes or connected to it and it is a pioneer in production and trade in livestock and agriculture through Hydroponic and Aquaponics and Aeronautics projects, which are technologically induced for livestock and farmers producers who are interested in feeding the world fresh food from Silwana farms.

The Second Party is a partner in trade and has the financial ability and wants to enter and engage with the First Party in agricultural and animal commercial projects partnership with an amount of money in his favor as he deems appropriate and generates profits in the above-mentioned areas.

Therefore, an agreement is reached between the First and the Second Party according to the above-mentioned as follows:

Item (1): Illustration

The above-mentioned Preamble shall be deemed as an integral part of this agreement and shall be read and interpreted along with it.

Item (2): Commercial Capital Amount

The commercial capital submitted by the Second Party as a commercial partner is according to the paid capital.

The second party has agreed and accepted to pay a commercial capital of 2000 Dirhams Emirati (2000 Dirhams Emirati) and handed it over to the First Party which will carry on its commercial business as a producer and trader for the purpose of participating in the commercial livestock and agricultural products of Silwana Dimond pursuant to the above-mentioned preamble. And this amount will be considered as initial commercial capital and can be increased in accordance with the items regulating this matter.

Item (3): Administration and Risk

The First Party as a commercial trader undertakes to exert its efforts to manage the commercial capital professionally to ensure achieving the highest possible profits and to avoid any loss and to reduce risks. The first party also shall guarantee to maintain the commercial capital mentioned in item (2) of this agreement.

Item (4): Profit and Loss

The First Party expects a monthly income between five Percent (05%) to Twenty Percent (20%) while maintaining the commercial capital of the Second Party with Zero percent (0%) losses.

And it was agreed to distribute the proceeds of the projects equally between the First Party and the Second Party. Where the First Party will get Fifty Percent (50%) of the monthly income and the second party will get Fifty Percent (50%) of the remaining monthly income. The First Party undertakes to deliver the monthly income to the Second Party bank account specified by the Second Party at the beginning of each Gregorian month.

Item (5): Death Cases (Allah Forbid)

In case that the First Party is notified, in writing, of the death of the Second Party (Allah Forbid) during the period of the validity of this contract, the First Party will freeze the above-mentioned commercial capital and monthly return. And, the First Party will be obliged to return the commercial capital and the monthly income, if any, to the public and private heirs of the Second Party. In other words, the legal heirs or whoever is recommended by the Second Party in writing when signing this contract and in the percentage stipulated by the Second Party, and signed it at his full will, or whoever issued in his/her favor a final judicial ruling for his/her right to this amount or part of it, or the amount due for The Second Party that is in the possession of the First Party will be delivered to the Central Bank until it is collected by the Second Party heirs

Item (6): Confidentiality of Accounts

The two parties shall comply with the confidentiality of the items of this contract, except for any enforceable judicial judgments or decisions made by the attorney general or any judicial authorities that require to disclose the confidentiality of this agreement.

Item (7): Prohibition of Competition

The second party MUST NOT carry out any business or projects practiced by the First Party and not to compete with the First Party for the purpose allocated for the First Party. Should the First Party discover any breach of this item, the First Party shall have the right to terminate this contract and to claim appropriate indemnity for such action to be paid from the Second Party.

Item (8): Withdrawal and Assignment of The Commercial Partnership Contract

1- No party has the right to withdrawal from the partnership before the end of its term.

2- No party has the right to sell or mortgage or assign any of this commercial partnership contract or any part thereof unless it has been approved by the First Party and the Second in writing.

Item (9): Termination of Contract

1- In case of the termination of this Contract by the First Party before the end of the contract period, the First Party is obligated to return the full commercial capital of the Second Party and the dues it has not paid to the Second Party at a rate of five Percent (5%) of the commercial capital of the Second Party from the month following the dissolution of the contract until the end of the contract period.

2- In case of the termination of this Contract by the Second Party before the end of the contract period, all the monthly income received and in possession of the Second Party from the First Party will be returned in full to the First Party. The First Party shall be obligated to return the commercial capital of the Second Party in full after recovering all the monthly returns of the Second Party from the proceeds of the projects before the day of the termination of this contract.

Item (10): Expiration of the Commercial Partnership Contract

In case of expiration of this commercial partnership contract, the First Party and the Second Party may extend the contract in the event of an agreement for a similar period in the same conditions, set out in writing, included in this contract, and issue a new contract in this regard. In case of non-agreement, the commercial capital will be returned to the Second Party in full, so the end of the contract will be concluded for this contract between the First Party and the Second Party.

Item (11): Contract Duration

The First Party and the Second Party agreed that the period of this contract will be For One Georgian calendar year commenced from */*/2021-- and expires on */*/2022

Item (12): Reports

During the period of no more than five days of the beginning of each month, The Second Party will receive a commercial report from the First Party showing the commercial contract account and the key performance indicator(s) of the Second Party commercial engagement with the First Party.

This contract was concluded and issued in Two copies, six pages each, signed by the First Party and Second Party and each party has received One copy to resort to it if or when necessary.

The First Party

Silwana Diamond Investment

Signature /

The Second Party

Mr:

Signature /

Issued on the ** day of ** Month of the Year of Two Thousand and Twenty-One

The Date: