

# PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE

TRANSACTION REFERENCE NO:  DATE:

This contract referred hereinafter as the (**AGREEMENT**), of two principal parties:

**BORROWER and LENDER**, is issued on

Between

## THE LENDER (PARTY A)

Company Name :   
Registered Address :   
Registration Number :   
Signatory name :   
Telephone / Fax :   
Passport No. :   
Issue Date :   
Expiry Date :   
Issuing Country :   
E-mail E-mailE-mail :

referred to as the **LENDER**

&

## THE BORROWER (PARTY B)

Company Name : ASTORIA MANAGEMENT GROUP CZ, S.R.O  
Registered Address : PRAŽÁKOVA-ŠTÝŘICE 1008/69 - AZ TOWER, BRNO 639 00,CZE  
Registration Number : 09231633  
Signatory name : MR. KVĚOSLAV JANÍK  
Telephone / Fax : +420 606 115 594  
Passport No. : 41921955  
Issue Date : 15.04.2014  
Expiry Date : 15.04.2024  
Issuing Country : CZECH REPUBLIC  
E-mail : [amgcz@email.cz](mailto:amgcz@email.cz) / [gigcz@gigcz.com](mailto:gigcz@gigcz.com)

referred to as the **BORROWER**

# PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE

**BORROWER** and **LENDER** are also referred to as the **PARTIES** and/or **PARTY**.

NOW, THEREFORE, the **BORROWER** and the **LENDER** agree to the following terms and conditions of the **AGREEMENT** which will be in effect from the date hereof to its Expiration Date as hereinafter set forth.

## Objectives

The **BORROWER** wishes to receive a non-recourse loan from the **LENDER**, for monetization purposes against the active projects that need funding.

The **BORROWER** for its part will provide a list of the projects to be funded.

Payments will be made in accordance with the payment schedule set out in this agreement

using the creditor's funds in the amount of €

in word

after delivery of bond blocking confirmation series:

GIGCZ1 □z - GIGCZ2 □z - GIGCZ3 □z - GIGCZ4 □z - GIGCZ5 □z

[ISIN:ISIN\_CZ0003532764-ISIN\_CZ0003532756-ISIN\_CZ0003532772-ISIN\_CZ0003532749\_ ISIN\_CZ0003532731]

issued in the Czech Republic by a company registered in the Czech Republic, Very high-quality secured bonds are registered at the securities center CDP Prague (ISIN; LEI)[

<https://www.cdcp.cz/siroka-verejnost/sluzby-pro-siroke-verejnost/seznam-vydanych-isinu-v-cdcp/> ]the borrower's bank [MT998 / 799]. Payments are made exactly in accordance

with the payment schedule.

The **Block Bonds** will be used as financial security by the Lender for a period of 12 months, after which it will be returned free on any encumbrance to the **BORROWER**.

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## Payments and schedule

The Lender will provide LTV with a gratuitous loan of  % gross of the nominal value of the Block Bonds of **EUR**

# PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE

i.e. EUR

in word

Minus % for projects and intermediaries of €

in word

, i.e. % for

in word

for intermediaries of €

in word

which will be divided into three groups .

The Lender will pay the first amount corresponding to  % of the nominal value of the Bonds, i.e. €

in word

of the **Blocked Bonds** to the account of the **BORROWER** specified below and  % for €

in word

i.e. €

in word

for intermediaries.

The residual value is  %, ie €

in word

to be invested in the 40-week PPP business program. The PPP Agreement will be an integral annex to this Agreement. PPP payments will be made monthly according to the PPP contract. The first payment PPP by  and the following every 30 days until the end of the PPP and the validity of the contract.

# PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE

A minimum of  % - a maximum of  % of the value of €   
in word

will be paid from the PPP to the bank account of **Astoria Management Group CZ**.

% will be deducted from the value of the PPP profit credited to the **Astoria Management Group CZ** account with each payment, which will be paid to the bank accounts of the intermediaries. The payment will be made by the **Lender** at the same time as the profit is paid to the bank account of **Astoria Management Group CZ**.

That is, the bank account of **Astoria Management Group CZ** will be credited with % of the profit belonging to **Astoria Management Group CZ**.

From the PPP program, the intermediary owns % of each amount credited to the bank account  kept at  Swift . Payment will be made directly from the merchant. The amount belonging to **Astoria Management Group CZ** will be credited to the said bank account with the stated minus %.

If there is an attempt to collect the bonds on the maturity date of the blocking, the relevant entity must submit the following documents:

1/The original of this signed contract with original and verified signatures

2/Evidence that an amount equal to % of the nominal value of the **blocked bonds** was **credited** to the bank account  of **Astoria Management Group CZ** maintained at  **Bank** under the transaction code . **The Bond Administrator has the right to verify such a document with the Bond Issuer's bank.**

If these documents are not submitted, the Bond Administrator will not issue the Bonds in question and the Bond Agent will not pay.

Without the consent of **Astoria Management Group CZ** and the **Bond Administrator**, **blocked Bonds** cannot be transferred or handed over to another legal or natural person from the person specified in this contract. The execution of such an act results in the cancellation of the contract with the Ex Tunc condition, and all payments paid to the bank account of **Astoria Management Group CZ** after the termination of this contract become damages for breach of contract in favor of **Astoria Management Group CZ**.

# PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE

Such an applicant is liable to be reported as an attempt to obtain funds fraudulently.

In the event that  % of the nominal value of the **Bonds**,

i.e. €

in word

of the nominal value of the bonds is not paid within  days after the delivery of the MT998 / 799 [only without correspondent bank and direct exchange RMA only MT799 (direct responsibility of bank officials between themselves is a condition)] **bond blocking certificate** and the **PPP Agreement** is not signed by , this **Bond Blockage Agreement will be canceled on**  with the **condition Ex tunc**. The **Bonds** will be **unblocked** at the same time.

If the  % payment is made and the **PPP Agreement** is not signed, the payment unconditionally remains in favor of the borrower as compensation. Unless the parties agree otherwise.

## THE BORROWER ACCOUNT TO SEND **RWA** BONDS MT998: **STEP 1[Annex4]**

BANK NAME	VANTU BANK
BANK ADDRESS	POT 615/304, BUILDING WITH ROCK TERRACE, KUMUL HIGHWAY, PORT VILLA, VANUATU
ACCOUNT NAME	ASTORIA MANAGEMENT GROUP CZ, S.R.O
ACCOUNT NUMBER	900-355801-1
SWIFT CODE	VANTVUVUXXX
ACCOUNT SIGNATORY	KVETOSLAV JANÍK
BANK OFFICER NAME:	GIDEON AMIHOOD ; <b>SOPIA KIASBELY</b>
BANK PHONE/FAX	+44 20 3290 9006
BANK OFFICE MAIL:	backoffice@vantubank.com
TRANSACTION REF.	
Shipping date MT998 / 799- RWA Block Bonds	Until NO LATER THAN

# PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE

THE LENDER ACCOUNT TO RECEIVE RWA MT 998/799: [STEP 1\[Annex4\]](#)

BANK NAME

BANK ADDRESS

S.W.I.F.T. CODE

ACCOUNT NAME

ACCOUNT NUMBER

ACCOUNT SIGNATORY

BANK OFFICER

BANK OFFICER EMAIL

TELEPHONE NUMBER

TRANSACTION REF

SHIPPING DATE MT998 / 799 – RWA

DATE OF RECEIPT MT998 / 799 -RWA

# PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE

DELIVERY OF CONFIRMATION OF **BLOCKED FUNDS** FROM CREDITOR BANK - MT  
998/799: **STEP 2 [Annex5]**

BANK NAME	<input type="text"/>
BANK ADDRESS	<input type="text"/>
S.W.I.F.T. CODE	<input type="text"/>
ACCOUNT NAME	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
ACCOUNT SIGNATORY	<input type="text"/>
BANK OFFICER	<input type="text"/>
BANK OFFICER EMAIL	<input type="text"/>
TELEPHONE NUMBER	<input type="text"/>
TRANSACTION REF	<input type="text"/>
SHIPPING DATE MT998 / 799 – RWA	<input type="text"/>
DATE OF RECEIPT MT998 / 799 -RWA	<input type="text"/>

# PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE

RECEIVING CONFIRMATION OF **BLOCKED FUNDS** FROM CREDITOR - MT 998/799  
**STEP 2**[Annex5]

BANK NAME	VANTU BANK
BANK ADDRESS	POT 615/304, BUILDING WITH ROCK TERRACE, KUMUL HIGHWAY, PORT VILLA, VANUATU
ACCOUNT NAME	ASTORIA MANAGEMENT GROUP CZ, S.R.O
ACCOUNT NUMBER	900-355801-1
SWIFT CODE	VANTVUVUXXX
ACCOUNT SIGNATORY	KVETOSLAV JANÍK
BANK OFFICER NAME:	GIDEON AMIHOOD ; <b>SOPIA KIASBELY</b>
BANK PHONE/FAX	+44 20 3290 9006
BANK OFFICE MAIL:	backoffice@vantubank.com
TRANSACTION REF.	
DATE OF RECEIPT MT998 / 799 - BLOCK FUNDS	UNTIL NO LATER THAN



# PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE

DELIVERY OF CONFIRMATION OF **BLOCKED BONDS** FROM BORROWER - MT  
998/799: **STEP 3**[\[Annex6\]](#)

BANK NAME	VANTU BANK
BANK ADDRESS	POT 615/304, BUILDING WITH ROCK TERRACE, KUMUL HIGHWAY, PORT VILLA, VANUATU
ACCOUNT NAME	ASTORIA MANAGEMENT GROUP CZ, S.R.O
ACCOUNT NUMBER	900-355801-1
SWIFT CODE	VANTVUVUXXX
ACCOUNT SIGNATORY	KVETOSLAV JANÍK
BANKOFFICER NAME:	GIDEON AMIHOOD ; <b>SOPIA KIASBELY</b>
BANK PHONE/FAX	+44 20 3290 9006
BANK OFFICE MAIL:	backoffice@vantubank.com
TRANSACTION REF.	
SHIPPING DATE MT998 / 799 -BLOCK BONDS	Until NO LATER THAN

# PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE

RECEIVING CONFIRMATION OF **BLOCKED BONDS** FROM BORROWER - MT  
998/799 **STEP 4**[\[Annex6\]](#)

BANK NAME	<input type="text"/>
BANK ADDRESS	<input type="text"/>
S.W.I.F.T. CODE	<input type="text"/>
ACCOUNT NAME	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
ACCOUNT SIGNATORY	<input type="text"/>
BANK OFFICER	<input type="text"/>
BANK OFFICER EMAIL	<input type="text"/>
TELEPHONE NUMBER	<input type="text"/>
TRANSACTION REF	<input type="text"/>
SHIPPING DATE MT998 / 799 – RWA	<input type="text"/>
DATE OF RECEIPT MT998 / 799 -RWA	<input type="text"/>

# PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE

THE BORROWER ACCOUNT WHERE PROFITS  % + **PROFIT PPP** TO BE PAID

BANK NAME	FIO BANK, A.S
BANK ADDRESS	V CELNICI 1028/10,117 21 PRAGUE1, CZECH REPUBLIC
SWIFT CODE	FIOBCZPPXXX
IBAN	CZ31 2010 0000 0025 0199 1729
ACCOUNT NO	2501991729/2010
ACCOUNT NAME	ASTORIA MANAGEMENT GROUP CZ, S.R.O
ACCOUNT SIGNATORY	KVĚOSLAV JANÍK
TRANSACTION REF.	<input type="text"/>

AMOUNT  % FROM TOTAL FACE VALUE

€

**PAID NO LATER THAN**

WEEKLY /MONTHLY PPP PROFIT

**Exactly on the dates of the signed PPP contract with the start of the first payment on  subsequent payments every 7/30 days according to the signed contract**

Email

# PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE

THE INTERMEDIARIES ACCOUNT WHERE PROFITS  % + PROFIT PPP TO BE PAID

BANK NAME	FIO BANK, A.S
BANK ADDRESS	V CELNICI 1028/10,117 21 PRAGUE1, CZECH REPUBLIC
SWIFT CODE	FIOBCZPPXXX
IBAN	CZ94 2010 0000 0023 0164 1169
ACCOUNT NO	230 164 1169/2010 (EURO)
ACCOUNT NAME	NADAČNÍ FOND ŽÍT V MÍRU
ACCOUNT SIGNATORY	ING. ELENA VOLOKH

TRANSACTION REF.

AMOUNT  %

€

**PAID NO LATER THAN**

WEEKLY / MONTHLY PPP PROFIT  % of  
each amount credited to the bank account

**Exactly on the dates of the signed PPP contract with the start of the first  
payment on  subsequent payments every 7/30  
days according to the signed contract**

kept at  BANK

Email

# PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE

THE INTERMEDIARIES ACCOUNT WHERE PROFITS  % + PROFIT PPP TO BE PAID

BANK NAME

BANK ADDRESS

SWIFT CODE

ACCOUNT NAME

ACCOUNT SIGNATORY

BANK OFFICER

BANK OFFICER MAIL

TELEPHONE NUMBER

TRANSACTION REF

AMOUNT  %

€

WEEKLY / MONTHLY PPP PROFIT  % of  
each amount credited to the bank account

**PAID NO LATER THAN**

**Exactly on the dates of the signed PPP contract with the start of the first  
payment on  subsequent payments every 7/30  
days according to the signed contract**

kept at  BANK

Email

In the event of non-payment of  % to the above bank account of the debtor within  days after delivery of MT998/799, **[only without correspondent bank and direct exchange RMA only MT799]** (direct responsibility of bank officials between themselves is a condition) this contract terminates automatically with the effects of Ex Tunc date .

In the event of non-compliance with the **PPP repayment schedule** and delay of each payment by more than  days specified in the PPP to the above-mentioned bank account of the debtor, this contract terminates automatically with Ex Tunc effects.

# PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE

Subsequently, the Bonds will be unblocked and the securities account will be unblocked the following day after the expiration of the period provided for compliance with the contract.

**All payments made until the termination of the contract will accrue to the debtor as compensation for damages for non-fulfillment of obligations under the contract on the part of the creditor.**

## CREDITOR'S ACCOUNT FOR RECEIPT OF BLOCKED FUNDS FOR THE IMPLEMENTATION OF THE PPP PROGRAM

BANK NAME	<input type="text"/>
BANK ADDRESS	<input type="text"/>
SWIFT CODE	<input type="text"/>
ACCOUNT NAME	<input type="text"/>
ACCOUNT SIGNATORY	<input type="text"/>
BANK OFFICER	<input type="text"/>
BANK OFFICER MAIL	<input type="text"/>
TELEPHONE NUMBER	<input type="text"/>
TRANSACTION REF	<input type="text"/>

AMOUNT  %

€

**PAID NO LATER THAN**

Email

Blocking Funds for PPP

**FURTHERMORE, BY**

**AGREEMENT, AN EXTENSION IS POSSIBLE UNTIL**

**The permissible tolerance in all terms for both parties specified in the contract is a maximum of two  calendar days.**

# PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE

## Bank Communications

The **BORROWER** hereby undertakes that all communication to any parties banking officer shall be on a **bank-to-bank basis only**. The **BORROWER** further undertakes and agrees not to disclose the banking details to any third party and further agrees that at no time shall they or any third party contact the **LENDERS** banking officer directly or indirectly the **BORROWER** hereby acknowledges any contact by any party other than the nominated banking officer will be a breach of this contract, and so shall be consider as a breach of performance of this agreement & penalties shall so apply, in the circumstance that a breach of this nature occurs the **LENDER** further reserves the right to cancel this contract seek damages, costs, or loss & return the said collateral to the **BORROWER**.

## Default Clause

The **LENDER** under penalty of perjury agrees to return the above-described bank instrument to the **BORROWER** immediately after the agreed time between both parties unencumbered and free of any liens.

## Procedures

1. THE **BORROWER** AND THE **LENDER** shall sign the Agreement by electronic media.
2. Delivery **READY, WILLING, AND ABLE MT998** ( Appendix 4) from bank Vantu Bank
3. Delivery of confirmation of the lender's solvency for payment of  % of the nominal value of the blocked Bonds via SWIFT MT998/799 [Mt799] (Appendix 5 [MT799 - Beneficiary Bank will provide the sender's bank with an RMA key][only without correspondent bank and direct exchange RMA only MT799 (direct responsibility of bank officials between themselves is a condition)) upon delivery of the confirmation of the blocking of the Bonds SWIFT 998/799 (Appendix 6) [ MT799 - Beneficiary Bank will provide the sender's bank with an RMA key[only without correspondent bank and direct exchange RMA only MT799 (direct responsibility of bank officials between themselves is a condition)]
4. **THE AGREEMENT is activated** by delivery from the bank of the SWIFT MT998/799 (Appendix 5) [only without correspondent bank and direct exchange RMA only MT799 (direct responsibility of bank officials between themselves is a condition)

# PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE

lender to Vantu Bank, which confirms the ability to fulfill the signed agreement by the lender.

5. Subsequently, each party verifies its signature on the contract and passes it on to the other party.
6. The Borrower shall send by SWIFT 998/799 or MT799(Appendix 6) [Beneficiary Bank will provide the sender's bank with an RMA key [only without correspondent bank and direct exchange RMA only MT799 (direct responsibility of bank officials between themselves is a condition)] Execution of the Bond Blocking (Appendix 6) to the designated Account and to the designated bank. The Borrower will send a copy of the Swift by e-mail to the Lender's email.
7. A loan payment of EUR  is handed over and paid to the DEBTOR according to the AGREEMENT and EUR  is paid to the said partners according to the agreement.
8. The Lender will deposit the amount of **EUR**  into its bank account and enter into the PPP for a period of  weeks [Appendix 7-Schema]
9. According to the payout calendar, it will pay out to the Borrower's bank account and partners a weekly / monthly profit from the invested amount of **EUR**
10. The Blocked Bonds described above will be automatically unblocked 365 days after they are unencumbered, free and clear, at the end of the period
11. In the event of non-payment of % to the above bank account of the debtor within 5 days after delivery of MT998/799 or MT799,[only without correspondent bank and direct exchange RMA only MT799 (direct responsibility of bank officials



# PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE

between themselves is a condition) this contract terminates automatically with the effects of Ex Tunc .

12. In the event of non-compliance with the PPP payment schedule and a delay of each payment of more than  days specified in the PPP to the above-mentioned bank account of the debtor, this contract terminates automatically with Ex Tunc effects

## Deed of assignment to the Lender

This deed of assignment must be notarized.

## Power of Attorney to the Lender – Declaration of Security

[1] We the undersigned parties hereby declare that the information provided is both true & correct, that we are acting in a lawful manner & are entitled to pledge the aforementioned security to any party or nominated banking provider without dispute or restriction for the purposes of collateral.

[2] We the undersigned parties hereby acknowledge from time to time the Lender may determine to cause delivery of the collateral to a new provider or a different institution to maintain their standing in the market place we hereby consent to such deliveries as so required throughout the period & hereby undertake and so authorize the **LENDER** to act to instruct as the hereby named **Power of Attorney** to, authorize, cause delivery or pledge as they so determine as we had acted in our own hand, and any such party to accept the said pledging of collateral & should that party require our further written confirmation or delivery we hereby undertake to deliver within 36 hrs from the time the written request is sent to us to provide such written consent or delivery without dispute or protest in accordance with this written undertaking hereby declared to avoid doubt the undersigned parties hereby acknowledge any such failure to complete the required confirmation or delivery shall be a breach of obligation & will result in legal liability & proceedings will be issued for any or all damages, losses, potential losses or other penalties surcharges will apply.

[3] The undersigned Pledge Nominee named herein will indemnify and hold harmless the **LENDER**, or any representative from any and all claims, actions, and judgments, including all costs of defense and attorney fee's incurred in defending against same, arising from and related to the funds/assets. The undersigned Pledge Nominee named herein undertakings will include the acts of any agents or employees.

# **PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE**

## **Tax Consequences to the Parties**

Neither the **LENDER** nor **BORROWER** makes any representations regarding the tax consequences of the proposed investments, if any, in any jurisdiction covered by this AGREEMENT. It is agreed by the PARTIES hereto that each accepts its liability for taxes, imposts, levies or charges that may arise as a result of the return on the investment, without any right of contribution or indemnification by the other PARTY.

## **Cancellation of Contract**

Subject to the provisions of this AGREEMENT, no PARTY shall be entitled or empowered to terminate this AGREEMENT during the term hereof. Normal termination will occur with the conclusion of all loan and investment transactions at the end of the agreed-upon period. In case of non-initiation of the bank communications within a period of 30 bank days upon the signature date of this agreement, the agreement will be cancelled with non-performance condition, unless otherwise extended by mutual agreement.

## **Communications**

Prior to any communication to the LENDER'S bank, the BORROWER'S bank has the obligation to inform the LENDER MT998 /MT999 and SWIFT 998/799 or MT799 [Beneficiary Bank will provide the sender's bank with an RMA key]. Information for communication with the LENDER

## **Notices**

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by facsimile transmission, telexed or mailed by registered or certified mail (return receipt requested), postage prepaid, to the PARTIES at the address as set forth herein, or at such other address for a Party as shall be specified by like notice; provided that the notices of a change of address shall be effective only upon receipt thereof.

Any notice to be given hereunder by any PARTY to the other(s) shall be in writing, addressed to the receiving PARTY or PARTIES, and forwarded to the address or the electronic facsimile(s), telephone number(s) as shall be provided in accordance with the provisions of this AGREEMENT, with the effective date of delivery being one (1) of the following, to wit

- the date of personal delivery thereof;

# **PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE**

- the date of electronic e-mail transmission thereof if transmitted on Monday through Friday, excluding holidays, at a time prior to 2:00 p.m. in the applicable time zone of the recipient,
- or as of the next date which falls on Monday through Friday, excluding holidays, in the applicable location of the recipient.
- if transmitted via commercial courier, at the expiration of ninety-six (96) hours following deposit thereof with Federal Express, Airborne Express or other authorized international courier service; or
- If mailed, at the expiration of twelve (12) calendar days following deposit thereof with a national postal service, with directions for priority / express delivery, postage prepaid.

Each PARTY may, from time to time, change its address, telephone number and/or electronic facsimile telephone number by providing the other PARTIES with (2) days advance written notification thereof.

## **Entire Agreement of the Parties**

This AGREEMENT and in part with the security submission declaration made represents the entire agreement between the PARTIES and supersedes all existing contracts and agreements previously executed between the PARTIES and any representations, either written or oral, by one Party to another with respect to the subject matter hereof. This AGREEMENT shall be modifiable only in writing, duly executed by all PARTIES and further so to avoid doubt any agreed terms of this agreement shall

## **Binding agreement**

This AGREEMENT, which must be signed by both PARTIES, shall be for the benefit of and bind the Contract reference number , the signatories hereof, their agents, directors, officers, representatives, heirs, representatives personal, successors and assigns, and includes the protocol provided in the guidelines of the International Chamber of Commerce, Paris, France (ICC) with respect to non-circumvention and non-disclosure.

## **Applicable right**

This Agreement shall be construed and governed by the laws of the UK, EU, Lawyer's fees and expenses If any lawsuit or other proceeding is brought under this AGREEMENT, the prevailing or prevailing PARTY shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.

# **PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE**

## **Termination**

Termination of this AGREEMENT shall be deemed accomplished upon payment in full of the loan and funds raised on the investment program, to the BORROWER in accordance with this AGREEMENT and the Block funds returned to the BORROWER. Full screen and Forbidden Contract access codes Neither PARTY may assign this AGREEMENT without the prior written consent of the other PARTY.

## **Change of contract**

There shall be no modification of this AGREEMENT unless it is made in writing and duly signed by the authorized representatives of the PARTIES with the same formality as this AGREEMENT. Informed and voluntary execution of the contract

## **Informed, Voluntary Execution of Contract**

The undersigned signatories to this AGREEMENT acknowledge and affirm that they fully understand their obligations with respect to this AGREEMENT; that they have had adequate time and opportunity to consult with legal counsel of their choice prior to the execution of this AGREEMENT; that they are fully informed in the premises; and that each has executed this AGREEMENT freely and voluntarily, without reservation or exception.

## **Confirmation of Authorization of Parties' Signatories**

The undersigned signatories to this AGREEMENT acknowledge and affirm that they are duly authorized signatories and have full legal capacity to initiate and execute all legal obligations arising from this AGREEMENT. The signatories, whose endorsements appear herein for the LENDER and BORROWER respectively, hereby represent that they each are acting with full corporate authority, and with full knowledge and at the direction of the officers and/or Board of Directors of their respective companies.

## **Execution of Contract in Counterparts; Facsimile Copies Acceptable**

This AGREEMENT shall be bound and signed, each and every page shall be initialed, and the signatures of the PARTIES' duly authorized representatives shall be affixed as indicated below. The PARTIES stipulate and agree that this AGREEMENT may be signed in counterparts, duly initialed and executed by each PARTY. When each counterpart, duly initialed and executed, and delivery thereof has been made to each PARTY respectively, this AGREEMENT shall then be considered to be an original, binding agreement between the PARTIES, whether received in hand, delivered by mail or courier, or transmitted via electronic facsimile transmission. This contract replaces all agreements and arrangements made before  without exception.

# PARTNERSHIP AGREEMENT FOR FINANCIAL PROJECT INVESTMENT OF NON-RECOURSE

In witness whereof, the PARTIES have executed this private loan agreement as of the date set forth above. All signed copies of this AGREEMENT shall be deemed originals:

Date <input style="width: 150px;" type="text"/>	Date <input style="width: 150px;" type="text"/>
Company: <input style="width: 250px;" type="text"/>	Company: ASTORIA MANAGEMENT GROUP CZ,
With full authority: <input style="width: 200px;" type="text"/>	With full authority: Mr. Květoslav Janík
LENDER	BORROWER:
Passport Nr: <input style="width: 200px;" type="text"/>	Passport Nr: <input style="width: 200px;" type="text"/>
Date of Expiry: <input style="width: 200px;" type="text"/>	Date of Expiry: <input style="width: 200px;" type="text"/>
Country of Issuance: <input style="width: 180px;" type="text"/>	Country of Issuance: <input style="width: 180px;" type="text"/>

.....  
Signature

.....  
Signature

Signed Date

Signed Date

- ANNEX 1      PASSPORT COPY OF BORROWER
- ANNEX 1.1    COMPANY REGISTRATION OF THE BORROWER
- ANNEX 1.1.1 LIST OF BUSINESS FIELDS OPERATED
- ANNEX 2      PASSPORT COPY OF LENDER
- ANNEX 3      COMPANY REGISTRATION OF THE LENDER
- ANNEX 4      MT998 RWA
- ANNEX 5      MT998/799 BLOCK FUNDS
- ANNEX 6      MT998/799 BLOCK BONDS
- ANNEX 7      PPP SCHEME
- ANNEX 8      CLARIFICATION PPP SCHEME