

# SILENT COMPANY AGREEMENT

## SILENT COMPANY AGREEMENT

*pursuant to the provisions of Section 2747 of Act No. 89/2012 Coll., as amended, the Civil Code (hereinafter referred to as the "Contract")*



### Party A

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

ID:

with its registered office at XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

represented by Mr.

(hereinafter referred to as the "**Company**")

a

### Party B

Global Investment Group CZ, a company incorporated and existing under the laws of the Czech Republic of 02.01.2021 under Act 89/2012 Coll., NOZ, with its registered office at Pražákova-Štýřice 1008/69 - AZ Tower, Brno 639 00, Czech Republic, represented by the company administrator **Astoria Management Group CZ, sro ["A"]**, sro with its registered office at Pražákova-Štýřice 1008/69 - AZ Tower, Brno 639 00, Czech Republic [IČO: 09231633; VAT No. : 09231633] and represented by the Statutory Representative Mr. Květoslav Janík and the Procurator Ing. Elena Volokh (The company is registered in the Commercial Register kept by the Regional Court in Brno, Section C, Insert 117958 on June 9, 2020 (hereinafter "A"). [www.gigcz.com](http://www.gigcz.com) [Email:gigcz@gigcz.com]

Registration address: Pražákova-Štýřice 1008/69 - AZ Tower, Brno 639 00, Czech Republic.

Postal address: Pražákova-Štýřice 1008/69 - AZ Tower, Brno 639 00, Czech Republic.

### Represented By:

**ASTORIA MANAGEMENT GROUP CZ,s.r.o**

IČ: **09231633**

with its registered office at Pražákova-Štýřice 1008/69 - AZ Tower, Brno 639 00, Czech Republic

Company registered in the Commercial Register kept at the Regional Court in Brno, Section C, Insert 117958 on 09.06.2020

represented by Květoslav Janík, Executive Officer

(hereinafter referred to as "silent partner")

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## Preamble

1. Reconstruction, modernization and development of towns and villages – support for the food industry, tourism and ecology in the Czech Republic and the Russian Federation – Reconstruction and modernization of the oil processing plant – North Orenburg  
and

The company operates as a provider of complex construction of investment units and in the field of ecological disposal of residential, industrial and biological waste without CO2 emissions into the atmosphere on the basis of the Swiss license and conversion of these waste into synthetic gasoline, synthetic diesel, aviation kerosene according to EN 590 and ASTM 7566 and the production of mineral fertilizers.

and

Project Reconstruction, modernization and development of towns and villages – support for the food industry, tourism and ecology in the Czech Republic–Reconstruction and modernization of the oil processing plant – North Orenburg

Project "Ecological waste-free disposal of waste without CO2 production"

and

Project Business and and Agro center

2. The silent partner is interested in participating in the company's business in the form of a silent company.

## I. Subject of the contract

1. With this contract, the silent partner undertakes to make a contribution to the company and participate in its business with this contribution. The silent partner further undertakes to pay the share of the loss in the agreed amount.

2. The company undertakes to accept a deposit in the form of Bonds, with which the Silent Partner will secure a loan for the company and to pay the silent partner project financing in the amount of 00% of the received financial value from the PPP program. And a share of the profit in the agreed amount of 00% of the residual value after the financing of all the company's projects. , while the size of the profit and loss share is set at in the same range.

## II. Deposit of silent partners

1. The silent partner will block on the bank account of the company in the bank Vantu Bank Quality secured bonds with a nominal value of €000,000,000.00 Euro after delivery of the loan agreement to the bank of the company.

2. Bank coordinates:

BANK NAME: VANTU BANK LIMITED

BANK ADDRESS: POT 615/304, BUILDING WITH ROCK TERRACE, KUMUL HIGHWAY, PORT VILLA, VANUATU

SWIFT CODE: VANTVUVU

INSTRUMENT: CORPORATE BONDS GIGCZ1-GIGCZ2-GIGCZ3-GOGCZ4- GOGCZ5

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ISIN:CZ0003532764 - ISIN\_CZ0003532756 - ISIN\_CZ0003532772 - ISIN\_CZ0003532749 - ISIN\_CZ0003532731

CURRENCY: EUR

TOTAL FACE VALUE: EUR 000,000,000.00

ACCOUNT NAME: ASTORIA MANAGEMENT GROUP CZ S.R.O

ACCOUNT NUMBER :900-355801-1.

ACCOUNT OFFICER: SOFIYA KIASBELY

3.The silent partner is obliged to block the entire amount of the Bond Issue no later than [5 working] days after the company delivers the credit agreement to Vantu Bank in favor of the credit provider, but no later than 60 days after the signing of this agreement.

The decisive moment for the transfer of the ownership right to the blocked bonds in favor of the credit holder is the crediting of the entire value of the granted credit to the company's bank account.

4.The Company is entitled to use this deposit or part thereof only within the scope of its business activities registered in the Commercial Register on the date of signing this contract and for financing joint projects.

5.The share of the silent partner in the company is 50% of the value of the loan for the co-financing of the projects listed in Article 1, 00% of the value of the profit from the PPP for the financing of the projects listed in Article 1 and 00% of the value of the balance on the bank account after the co-financing of the projects listed in Article 1 and proper return of loan funds to the lender as well as a 00% share in the new joint stock company for the project Poject Business and and Agro center Minsk

### III. The silent partner's share of the company's profits and losses

1.The silent partnership share of the profit and loss is [00%].

The share of the profit for it is payable and the funds to finance the project in CZE will be transferred to the bank account:

For project financing:

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

Bank account For payout of profits:

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

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2. For the purposes of this agreement, profit means the reported annual net profit of the company (after deducting any mandatory allocation to the reserve fund) and is payable to the silent partner in the amount of 00% within 10 days of drawing up the annual financial statements, but no later than [1 month] from the end of the previous of the accounting period.[31.12. of the respective year]. Project financing means the payment of issued invoices for projects in the CZE. Invoices are paid continuously every month on the 20th of the following month for the previous month.

3. The company is obliged to pay the silent partner's share of the profit regardless of the decision of the general meeting on the distribution of the company's profit. The silent partner must confirm the acceptance of the profit share payment to the company in writing no later than [10 days] from the receipt of the payment.

4. Loss for the purposes of this contract means the reported loss of the company; the silent partner only contributes to the loss up to the amount of its deposit. The silent partnership contribution is reduced by the share of the loss and the share of the profit in the following years is first included in the settlement of the deposit up to the original amount. The share of the loss may not exceed the amount of the silent partnership contribution for the entire duration [50% hodnoty úvěru ] of the company. Otherwise, the participation in the business expires

5. The annual financial statements, a copy of which the company will submit to the silent partner within [15 days] after its approval by the general meeting, but no later than [1 month] from the end of the accounting period decisive for determining the partner's share of the economic result

## IV. Duration and termination of the silent partnership participation

1. This contract is concluded for a definite period until DD.MM.YYYY

1. The silent partner's participation in the business ceases:

2. if the share of the silent partner in the loss reaches 00% of his share in the loan.

3. termination of the business of the company to which the contract applies,

4. if a decision was made on the bankruptcy of the company or a silent partner, by canceling the bankruptcy after meeting the schedule resolution, by canceling the bankruptcy due to completely insufficient assets or by rejecting the insolvency petition due to a lack of assets,

5. by written agreement of the parties,

6. termination by one of the parties at least [12 months] before the end of the accounting period. At the same time, the contracting parties agreed that the contract will be terminated by termination only after the expiration of [12 months]. A silent partnership ceases to exist at the end of the accounting period in which the termination of the partnership is delivered.

2. The death of a silent partner does not end the silent community. The rights and obligations under this contract become part of the silent partner's estate.

## V. Rights and obligations of the Contracting parties

1. A silent partner shall participate in the business only through his contribution and the exercise of the rights resulting from the signature on the bank account and a 50%

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stake in the decision-making process. It follows from the essence that one hundred percent agreement must be found on the adopted solutions. These rights are conferred on the Silent Companion on him by this contract or by law.

2. The Company undertakes to provide the silent partner with all information about its business activities, without undue delay after being requested to do so by the silent partner. The company further undertakes to provide the silent partner with a copy of the regular and extraordinary financial statements, also without undue delay after their preparation and the relevant monthly statements proving the management of the company. These will be sent scanned by e-mail and the originals with the signature of the responsible person by registered mail to the address indicated in the header.

3. Silent partner, the silent partner has the right to:

4. profit share\_ of 00% and financing of the project in CZE according to submitted invoices up to 00% of the loan provided, 00% of the profits from PPP and 50% of the balance in the bank account after the implementation of the projects listed in chapter 1 and 00% of the share in the newly founded joint stock company for project implementation Project Business and and Agro center

5. inspection of business and accounting documents,

6. a copy of the monthly and annual accounts,

7. return of the deposit after the dissolution of the silent partnership adjusted by the share in the economic result. [This is understood as the unblocking of bonds in full nominal value, which were used to secure the loan.]

**8. Silent partner, has the obligation to:**

1. make the agreed deposit properly and on time to block the bonds in favor of the credit provider and thus in favor of the company,

2. contribute to the business loss,

3. refrain from actions that would make the object of the contract impossible or at risk,

4. not to provide any information related to the company's business or this contract to third parties without the company's permission.

**9. The company is obliged to notify in writing and request the prior consent of the silent partner in case of:**

1. [cessation or restriction of business activity,]

2. [change of its legal form or transformation of a company,]

3. [participation in the business of another,]

4. [sale or lease of a commercial plant or even only a part of a commercial plant,]

5. [transfer or encumbrance of real estate belonging to a commercial plant,]

6. [conclusion of other silent partnership agreements].

10. The contracting parties undertake to maintain the confidentiality of third parties regarding the existence of this contract and the participation of the silent partner in the company.

11. Rights and obligations towards third parties arising from business arise exclusively from the company.

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## VI. Final Provisions

- 1.This Agreement becomes valid on the date of signature by both contracting parties and becomes effective on the date of blocking of bonds to secure the loan of the "Company".
- 2.This contract, as well as the rights and obligations arising from this contract or in connection with it, are governed by the legal order of the Republic of Belarus and the Czech Republic, in particular the Civil Code as amended.
- 3.The parties undertake that if any provision of this Agreement or any related provision or any part thereof proves to be invalid or becomes invalid, this shall not affect the validity of the Agreement as such. In such a case, the contracting parties undertake to replace the invalid provision with a valid provision that most closely resembles the invalid provision in its purpose.
- 4.This Agreement is drawn up in two (2) copies, each with the validity of the original, of which each contracting party will receive one (1) copy.
- 5.This Agreement can only be supplemented or changed by written, numbered amendments signed by both contracting parties.
- 6.The parties further agree that this instrument may be executed by telefax/facsimile/facsimile transmission and the relevant parties accept signatures by facsimile or email as if they were originals.
- 7.The contracting parties declare that they have entered into this contract out of their own free, independent and serious intention and not under duress or under otherwise conspicuously disadvantageous conditions. Furthermore, the contracting parties declare that they have read this agreement before concluding it, fully understand its content and agree to it without reservation and attach their handwritten signatures as proof of this.

In Brno on DD.MM.YYYY

In ..... on DD.MM.YYYY

.....  
Kvetoslav Janík  
Managing Director  
Astoria Management Group CZ,s.r.o

.....  
Mr.  
Managing Director