

Update Date: 1st January 2022

Important Notices:

- 1- For ensuring the authenticity of the documents of **DEBIT TRADING LTD.**, Company, please inquire them from inquiries@debittradingltd.com.
- 2- The right for prosecution and starting lawsuit in case of faking, abusing the documents or signature and stamp of the DEBIT TRADING LTD is reserved for the DEBIT TRADING LTD company and/or the parent company.
- 3- The procedure, **SWIFT MT103 MANUAL DOWNLOAD (STP-FTP) GPI SUPPORT (S2S)** Contract draft, **PGL** draft and/or other documents are all available for download on our website (<https://debittradingltd.com>).
- 4- All the mandates for DEBIT TRADING LTD company has a valid ID Code issued by the company and in order to ensure the authenticity of the mandate and prevent any fraud, please send their ID Code and/or mandate letter to inquiries@debittradingltd.com email, and get the correct information (Name, E-Mail, Phone No./WhatsApp No.)
- 5- If any real or legal person impersonate and fake DEBIT TRADING LTD company's mandate code or fraudulently introduce themselves as the mandate or present a fake mandate letter or abuse the ID code of an authentic mandate, the right for prosecution and starting lawsuit is reserved for DEBIT TRADING LTD company and/or the parent company.
- 6- Due to receiving too many emails, we have prioritized the emails which emails from organization, department, institution or company will be prioritized and the personal emails will be in the second priority .
- 7- Sending the results of inquiries via email will take between **24** to **72** hours.
- 8- Only emails purchased from **DEBIT TRADING LTD.**, Are also available on the company website and the most important are: ceo@debittradingltd.com, officer.ipip@debittradingltd.com, info@debittradingltd.com and inquiries@debittradingltd.com, and other emails to the name of the company authorities and/or the company are all fake and DEBIT TRADING LTD., doesn't have any responsibility about those emails.
- 9- You can write your feedback or suggestions about the company **DEBIT TRADING LTD.**, to **SAAYEAH CO LTD.**, Send it via the website <https://saayeahcoltd.net> and email subsidiaries@saayeahcoltd.net



Please read the existing PDF file carefully and if it is approved by you (receiver), fill it carefully, correctly and completely, and after signing and sealing it, via the official email of the receiver company (same Receiver company listed in the file) Send to the official email of our company (Sander company listed in the file).

This contract is the template of the DOA that will be signed and stamped by both parties, upon confirmation of the client (Receiver) CIS.
THIS IS A FILLABLE PDF FILE

Agreement Date: 2022
 Agreement No.: TBA
 UETR: TBA
 Transaction Code: TBA

Joint Venture Agreement (JVA)

For Transferring Funds VIA Server to Server

MT103 Manual Download (STP-FTP) GPI Support (S2S)

NOW THEREFORE BE IT RESOLVED, in consideration of the mutual covenants, promises, warranties and other good and valuable consideration set forth herein, the Parties agree as follows:

Formation

The joint venture formed pursuant to this Agreement (the "Agreement") shall do business under the following details:

Company Name:	DEBIT TRADING LTD.
Company Address:	2ND FLOOR BERKELEY SQUARE HOUSE, MAYFAIR, W1J 6BD, LONDON, UK.
Company UK. Reg. No.:	13430125
Represented By:	TBA
Passport No.:	TBA
Country of Issue:	TBA
Issue Date:	TBA
Expiry Date:	TBA
Company Website:	https://debittradingltd.com
Company E-Mail:	info@debittradingltd.com
Company Officer E-Mail:	officer.ipip@debittradingltd.com
Company Inquire E-Mail:	inquiries@debittradingltd.com

Hereinafter referred to as the "Party A" (Investor)
and

Company Name:	
Company Address:	
Company Reg. No.:	
Represented By:	
Passport No.:	
Country of Issue:	
Issue Date:	
Expiry Date:	
Company Website:	
Company E-Mail:	

Hereinafter referred to as the "Party B" (Developer)

INVESTOR:

DEVELOPER:

For ensuring the authenticity of the document please inquire from inquiries@debittradingltd.com

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Hereinafter jointly referred to as “**THE PARTIES**”, with full legal and corporate authority to sign this Agreement.

WHEREAS, **DEBIT TRADING LTD.**, is individually known as first party and/or Sender and **XXXXXXXXXXXXXXXXXX** Second Party and/or Receiver and jointly known as Parties; and

WHEREAS, the Sender is holding an account at **DEUTSCHE BANK AG.**, with cash funds to be transferred to Second Party’s designated accounts via SWIFT MT103 Manual Download Transfer for further investments; and

WHEREAS, the Receiver is ready, willing and able to receive said cash funds into its designated account via SWIFT MT103 Manual Download Server Transfer and to execute the distribution and transfer of said received funds to designated parties and bank accounts via SWIFT MT103 DIRECT / TT WIRE TRANSFER, in accordance to the terms and conditions stated in this Agreement; and

The Joint Venture shall be considered in all respects a joint venture between the Parties, and nothing in this Agreement shall be construed to create a partnership or any other fiduciary relationship between the Parties.

Purpose

The Parties hereto are desirous of entering into this Joint Venture Agreement for the purpose of developing their own investment projects in Humanitarian, Green Economy, Social-Economic and industrial investment projects in worldwide contemplated herein for the mutual benefit only and not for other purposes whatsoever.

Contributions

1. Investor Contributions: Investing **€XXX,XXX,XXX.XX EURO (XXXXXXXXXXXXXXXXXX Euros)** (Hereinafter known as “face value”) in a project, to the choice of the developer via Swift MT103 Direct Cash Transfer Manual Download.
2. Developer Contributions: Reimbursement of the ratio defined in the following table to the investor in maximum **15 banking days**.

Investing Details

1	Instrument	Swift MT103 Direct Cash Transfer Manual Download
2	Total Face Value	
3	First Tranche	
5	Other Tranches	
6	Investor	XXX Percent (XX%) of total face value
7	Developer	XXX Percent (XX%) of total face value
8	Facilitators	XXX Percent (XX%) of total face value
9	Consultant	XXX Percent (XX%) of total face value
10	Intermediaries	XXX Percent (XX%) of total face value
11	Delivery	Drawdown Using Codes Provided According following agreed procedure.
12	Payment	via SWIFT MT103 DIRECT / TT WIRE TRANSFER Same Day Value
13	Note	It’s understood that the amount of tranches is defined by the developer’s bank officer.

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DEVELOPER:

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SWIFT MT103 Direct Cash Transfer Manual Download (S2S) Procedure

1. The Receiver submits sign and seal this Agreement, Full Banking detail, CIS, IMFPA, a clear large color Passport Copy and Company Registration to the Sender with distribution of received cash funds between the participants of project investments and after successful due diligence, the Receiver sign & seal this SWIFT MT103 Manual Download Agreement, providing Receiver's full banking coordinates and return to the Sender within Seven (7) Banking days which thereby automatically becomes a full commercial recourse contract.
2. This Agreement must be registered in the receiver's bank.
3. The Receiver is obligated to provide for the Sender necessary details (account, beneficiary codes, password and etc.) for the upload of the funds to the Receiver's account by the Sender. Also, the Sender is obligated to provide for the Receiver necessary details (account, beneficiary codes, password and etc.).
4. Sender attempts uploading the fund according to the receiver's given information. Upon successful upload, within twenty four (24) hours, sender provides transfer slips (**Black screen, Server copy and Customer copy**) and other documentation including and limited to **MT199 S2S, MT799 S2S, POF S2S, Remittance advice S2S, Proforma Invoice S2S and this Contract (DOA)**. All documents issued by sender are server to server (S2S). Screenshots will miss **Final Blocking Code, Release Code, Final Code, Iron Code** and in case of existing **Download Blocking Code**.
5. The Sender has the right to change the time of each transaction transfer without authorization and motivation and check the result of free transfer of SWIFT MT103 Manual Download transfer, already done.
6. For the receiving of the above-mentioned codes, after accepting and successful verification of the uploaded funds regarding to the multiscreen shots, the Receiver issues **Payment Guarantee Letter (PGL)** for each tranche separately and **Endorse it by Receiving bank with wet ink sign and manual stamp and includes banker details (e.g. higher ranking banker name, title, pin number, telephone, e-mail) and send it by Receiver's bank officer email to the Sender's nominated bank officer email** as a guarantee of payment for the use of the Sender's funds, as per PGL.
7. After accepting and successful verification and authentication of the Bank Endorse Payment Guarantee Letter (PGL), the Sender provide original screen shot including the missing codes to the Receiver for further download and use by the funds according to the rules and terms of this Agreement.
8. The Receiver's bank officer is fully responsible for blocking funds at the receiver's account for full redistribution for re-investment purposes via **SWIFT MT103 DIRECT / TT WIRE TRANSFER** within **Three (3) banking days** after transfer using the SWIFT MT103 Manual Download funds, according to the conditions of the Agreement, with the accounts specified by the payers of both parties according to the IMFPA and based on the Bank Endorse corporate PGL, issued by the Receiver for each tranche separately.
9. Sender will send MT199 S2S and receiver head officer can locate it on the server alongside the fund. Receiver knows and accepts that the MT199 is server to server and sending thus message through swift.com and swift.net is not possible.

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10. The Receiver confirms under penalty of perjury, with full corporate and individual responsibility, hereby irrevocably, that the cash funds payment from the Receiver to the Sender's beneficiary and intermediaries are clean, clear funds, free of any levy, liens or encumbrances and of non-criminal origin.
11. All subsequent tranches will be based on this procedure until collateral or funds become exhausted.

Important Notes

1. The Sender and Receiver hereby certify that the documents mentioned in this Procedure are the necessary and sufficient for the successful completion of the transaction. The parties shall not nominate additional requirements for submission of documentation and other bank confirmations.
2. There is no sender's bank officer involvement at any stage of the transaction, there will be no phone or screen verification and the sender bank officer will not send any emails or MT199 to receiver bank officer. Receiver hereby acknowledges and states that the bank officer know, understand and comply with this.
3. The Receiver is obliged to inform the receiving bank officer of the following changes in the technical conditions for accepting (downloading) the funds transferred:
 - 3.1. The transfer processing cannot be postponed or rescheduled. The receiving bank officer must immediately reserve the funds transferred for his PIN and without delay and start the process of downloading the funds in the appropriate way. **Such processing must be completed by the receiving bank officer within ONE SESSION A MAXIMUM OF 24 HOURS. Otherwise, according to the security policy, the transaction will be blocked by The System and will not be available for further processing. This is due to the latest System updates.**
 - 3.2. The receiving officer should approach the processing of receiving the funds with all attention and responsibility, as his mistakes may lead to further non-fulfilment of the contract by the Sender.
4. The Party B (Receiver) hereby states, acknowledges and understands that the funds are off-ledger and need monetization, hence the receiver has all the authorizations required.
5. The Party B (Receiver) knows, understands and acknowledges that Coordination and obtaining authorizations for receiving the fund on the receiver's bank's server from ECB, and other monetary and regulatory organizations for the transaction is solely receiver or beneficiary's duty and sender **WON'T** accept any responsibilities.
6. The Party B (Receiver) hereby states and acknowledges that they have carefully read, studied and understood the sender's procedure provided on Party A's website (<https://debittradingltd.com>) and with full understanding the procedure and transaction attempted for signing and concluding a contract with the sender. If any mistake made by the receiver for any reason, sender and the parent company will not take any responsibility or damages in any legal authority or court of law and receiver is the sole person responsible for the damages.

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REPRESENTATIONS AND WARRANTIES

Non-Solicitation

The Receiver hereby confirms and declares that Sender, its associates or representatives or any person or persons on its behalf has/have never been solicited by any party, its shareholders or associates or representatives in any way whatsoever that can be construed as a solicitation for this transaction or for future transactions.

Force Majeure

Any delay in or failure of performance by either party of their respective obligations under this Agreement shall constitute a breach hereunder and will give rise to claims for damages if, and to the extent that such delays or failures in performance are not caused by events or circumstance beyond the control of such party.

The term "Beyond the Control of Such Party" includes Act of War, Rebellion, Fire, and Flood, Earthquake or other natural disasters. Any other cause not within the control of such party or which is by exercise of reasonable diligence, the party will be unable to foresee or prevent or remedy. With Rolls and Extensions (R&E) per mutual Agreement!

Non-Circumvention/Non-Disclosure (NCND)

The Parties agree that the Non-Circumvention / Non-Disclosure (NCND) rules of all issues from the (International Chamber of Commerce) ICC up to and including the latest edition apply and shall remain effective for a period of five years from the date of execution of this Agreement. All information contained herein including banking information and codes are privileged information and represent the sole property of the Party from which they originate.

Organization

It is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation with all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to conduct the business of the Investment Program and to develop projects as mutually agreed herein.

Enforceability

This Agreement constitutes the legal, valid and binding obligation of such party enforceable in accordance with its terms.

Consents and Authority

No consents or approvals are required from any governmental authority or other Person for it to enter into this Agreement. All action on the part of such party necessary for the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by such party, have been duly taken and granted.

No Conflict

The execution and delivery of this Agreement by it and the consummation of the transactions contemplated hereby it do not conflict with nor contravene the provisions of its organizational documents, nor any Agreement or

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instrument by which it or its properties or assets are bound or any law, rule, regulation, order or decree to which it or its properties or assets are subject.

Parties Affidavit

Both Parties confirm that they have has afforded the opportunity to seek and rely upon the advice of its/their own attorneys, accountants or other professional advisors in connection with the execution of this Agreement. And, both Parties understand and accept the whole content of the present Agreement and shall honor its written conditions.

Miscellaneous Notice(s) and Warranties

Any modifications, amendments, addendums and/or extensions to the present transaction/contract, if any, shall be executed by the two (2) authorized signatory Parties respectively. Such document/Agreement, when signed and referenced to this Agreement, whether received by mail or facsimile transmission as well as all and any facsimile, e-mail or photocopies of the true original documents certified by the Parties hereto and/or Public Notary, shall be considered as an original, both legally binding and enforceable for the term of this Agreement.

Communication

Communication with banks will be limited to those between the Investor's bank and Partner's bank and only by between authorized bank officers/representatives, including principals of the Investor and the Partner, in the course of completion of this transaction. No communication by any other party is permitted without prior written consent of the named account holders.

Any notice to be given hereunder from either Party to the other shall be in writing and shall be delivered by fax to the telefax number or by e-mail to e-mail address of the respective Party as provided herein. The Parties agree that acknowledged e-mail or telefax copies are treated as legally binding original documents. E-mail copies scanned and sent on e-mail as photo, of this Agreement and exchange of correspondence duly signed and/or executed shall be deemed to be original and shall be binding and are regarded as original and good for any legal purpose.

Specific Performance: Other Rights

The Parties recognize that several of the rights granted under this Agreement are unique and, accordingly, the Parties shall, in addition to such other remedies as may be available to them at law or in equity, have the right to enforce their rights under this Agreement by actions for injunctive relief and specific performance.

Prior Agreements: Construction: Entire Agreement

This Agreement, including the Exhibits and other documents referred to herein (which form a part hereof), constitutes the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior Agreement and understandings between them as to such subject matter and all such prior Agreement and understandings are merged herein and shall not survive the execution and delivery hereof. In the event of any

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conflict between the provisions of this Agreement and those of any joint ventures Agreement, the provisions of the applicable joint venture Agreement shall control.

Amendments

This Agreement may not be amended, altered or modified except upon the unanimous by instrument in writing and signed by each of the Sender and the Receiver.

Severability

If any provision of this Agreement shall be held or deemed by a final order of a competent authority to be invalid, inoperative or unenforceable, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, but this Agreement shall be construed as if such invalid, inoperative or unenforceable provision had never been contained herein so as to give full force and effect to the remaining such terms and provisions.

Counterparts

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

Applicable Law: Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Paris. The Parties consent to the exclusive jurisdiction of the Paris shall be preceded with the according to the principal of the ICC, with any civil action concerning any controversy, dispute or claim arising out of or relating to this Agreement, or any other Agreement contemplated by, or otherwise with respect to, this Agreement or the breach hereof, unless such court would not have subject matter jurisdiction thereof, in which event the parties consent to the jurisdiction of the ICC as above indicated. The Parties hereby waive and agree not to assert in any litigation concerning this Agreement the doctrine of forum no convenient.

Arbitration

All disputes and questions whatsoever which arises between the parties to this Agreement and touching on this Agreement on the construction or application thereof or any account cost, liability to be made hereunder or as to any act or way relating to this Agreement shall be settled by the arbitration in accordance with the arbitration laws of the ICC. This Agreement contains the entire Agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed Agreements, written or oral. Neither of the parties may alter, amend, nor modify this Agreement, except by an instrument in writing signed by both parties. This Agreement will be governed by and construed in accordance with the laws of Paris. In the event that either party shall be required to bring any legal actions against the other in order to enforce any of the terms of this Agreement the prevailing party shall be entitled to recover reasonably attorney fees and costs.

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Every attempt shall be made to resolve disputes arising from unintended or inadvertent violation of this contractual Agreement as far as possible amicably. In the event that adjudication is required local legal process shall be preceded with according to the principal of the ICC as above indicated. Where judicial resolution is not thereby achieved, this matter shall be settled by the ICC itself and the decision of which the Parties shall consider to be final and binding. No State court of any nation shall have subject matter jurisdiction over matters arising under this Agreement.

Taxes

All payments to be made by Payor to each Master Paymaster, as per ANNEX-9 shall be all exempt and free of any taxes, and any and all taxes shall be the sole responsibility of the Payor only.

Waiver of Jury Trial

The Parties hereto hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this Agreement and for any counterclaim therein.

No Rights of Third Parties

This Agreement is made solely and specifically between and for the benefit of the parties hereto and their respective members, successors and assigns subject to the express provisions hereof relating to successors and assigns.

No other Person whatsoever shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

Survival

The covenants contained in this Agreement which, by their terms, require performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or other termination of this Agreement.

Headings

Headings are included solely for convenience of reference and if there is any conflict between headings and the text of this Agreement, the text shall control.

Currency

Any exchange of funds between the Sender and the Receiver shall be made in the same currency in which the Sender transferred the investment fund. In addition, all calculations pursuant to this Agreement and any joint venture Agreement directly or indirectly related to this transaction shall be based on ICC regulations in Paris, France.

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SIGNATURES OF THE PARTIES

As free expression of my will, I hereby affix below my signature on this document. A facsimile and/or e-mail copy of this document, and any other related documents, shall be all deemed equally valid as the original of this document:

On behalf of Party A (Sender):

NAME	TBA	SIGNITURE
TITLE	TBA	
PASSPORT NO.	TBA	
ISSUED COUNTRY	TBA	
ISSUED DATE	TBA	
EXPIRY DATE	TBA	

On behalf of Party B (Receiver):

NAME		SIGNITURE
TITLE		
PASSPORT NO		
ISSUED COUNTRY		
ISSUED DATE		
EXPIRY DATE		

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ANNEX 1 - PARTY A*Sender's Bank Details*

1	Company Name	DEBIT TRADING LTD.	
2	Company Address	2ND FLOOR BERKELEY SQUARE HOUSE, MAYFAIR, W1J 6BD, LONDON, UNITED KINGDOM.	
3	Company UK. Reg. Number	13430125	
4	Represented By	TBA	
5	Passport No. / Country	TBA	TBA
6	Date of Issue / Date of Expiry	TBA	TBA
7	Bank Name	TBA	
8	Bank Address	TBA	
9	Bank Swift Code	TBA	
10	Account Number	TBA	
11	IBAN	TBA	
12	Account Name	TBA	
13	Bank Officer	TBA	
14	Bank Officer Tel	TBA	
15	Bank Officer E-mail	TBA	
16	Company Website	https://debittradingltd.com	
17	Company E-Mail	info@debittradingltd.com	
18	Company Officer E-Mail	officer.ipip@debittradingltd.com	
19	Company Inquire E-Mail	inquiries@debittradingltd.com	

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ANNEX 2 - PARTY B

Receiver's Bank Details

1	Beneficiary Name	
2	Company Address	
3	Company Reg. Number	
4	Represented By	
5	Passport No. / Country	
6	Date of Issue / Date of Expiry	
7	Bank Name	
8	Bank Address	
9	Bank Swift Code	
10	Account Number	
11	IBAN	
12	Account Name	
13	Bank Officer	
14	Bank Officer Email	
15	Bank Officer Tel	

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ANNEX 3- SENDER'S PASSPORT COPY:

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ANNEX 4- SENDER'S COMPANY REGISTRATION CRETIFICATE:

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ANNEX 5- RECEIVER'S PASSPORT COPY:

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ANNEX 6- RECEIVER'S COMPANY REGISTRATION CRETIFICATE:

"END OF AGREEMENT (IVA)"

INVESTOR:

DEVELOPER: