

Date:

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**PRIVATE AND CONFIDENTIAL
AGREEMENT ON DELIVERY OF CASH FUNDS FOR INVESTMENTS
VIA IP-IP SPECIAL TRANSFER SERVER**

This Agreement on delivery of cash funds for investment via IP/IP transfer (Hereinafter referred to as Agreement) becomes legally effective on the above-mentioned date as of or becomes null and void automatically if Receiver's all missing Codes and Permits listed in this Agreement are not submitted for verification to and approval by the Sender, which is entered into by and between the following Parties:

Company Name:	MEA PETROLEUM POWER COMPANY LIMITED
Company Reg. No.	1449068
Represented By	Mrs. MEA AURELIE
Passport No.:	08AI80234
Country of Issue:	FRANCE
Issue Date:	25/01/2018
Expiry Date:	24/01/2028
Parent Company Website:	http://debittradingltd.com/
Company E-Mail	meapetroleumpowercoltd@debittradingltd.com
Company Officer E-Mail	officer.ipip@debittradingltd.com

Hereinafter referred to as the **"Party A" (Sender)**
and

Company Name:	
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" (Receiver)**

Bank-To-Bank Funds Transfer Agreement

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

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WHEREAS, **MEA PETROLEUM POWER COMPANY LIMITED** is individually known as first party and/or Sender and **receiver company name** Second Party and/or Receiver and jointly known as Parties; and

WHEREAS, the Sender is holding an account at **COMMERZBANK AG.** Bank with cash funds to be transferred to Second Party's designated accounts via IP/IP Server Transfer for further investments; and

WHEREAS, the Receiver is ready, willing and able to receive said cash funds into its designated account via IPIP 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

WHEREAS, the Receiver has further made arrangement with a third party (hereinafter referred to as Facilitator), to facilitate the execution of the said delivery of cash funds for investments and Receiver and Facilitator shall authorize and instruct their designated Trustee to receive said funds and proceed on the agreed distribution and transfer of cash funds, in accordance to the terms and conditions in this Agreement;

WHEREAS ALL the Parties hereto are desirous of entering into this 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.

NOW, THEREFORE, it is agreed as follows:

First Party's (Sender's) Statement:

The Sender represents and warrants that it has full corporate responsibility permission to enter into this Agreement. It hereby declares under penalty of perjury that the funds are good, clean, clear, and free of non-criminal origin, and are free and clear of all liens, encumbrances and third-party interest. Further the Sender confirms that he is a legal provider of the funds and he is authorized to transfer the funds to the receiver on the basis of this Agreement.

By signing this Agreement, the Sender represents and warrants that it is giving to the Receiver and its designated parties, full legal authority to download said cash funds via IPIP Code Server and distribute and transfer cash funds via SWIFT Message MT103, as per agreed terms and conditions in this Agreement.

Second Party's (Receiver's) Statement:

The Receiver understands and confirms that:

1. This type of transfer is not a regular customer money payment and requires manual processing by the Receiving bank officer;
2. The receiving bank officer must have the appropriate level of qualifications and can handle such S2S transactions;
3. The Party B (Receiver) must have a full set of permits, ensuring the legality of the acceptance of this type of funds. The package of documents (permits) must include at least the following:
 - 3.1.1. This Agreement, agreed with the receiving Bank;

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3.1.2. The economic project(s) in the receiving country agreed and approved by the Government (Ministry of Economy);

3.1.3. Financial regulator - Central Bank quota (Special Permit) to enter into the country the Foreign Direct Investment. This Permit will be required for the clearing procedure.

4. The result of the receipt processing of the payment by the receiving Bank officer and the final step of the transaction will be the crediting of the ours account of the receiving Bank.

DETAILS OF TRANSACTION

1	Instrument	IPIP Cash Transfer
2	Total Face Value	X Billion Euros (€XXX) with R&E
3	First Tranche	X Billion Euros (€XXX) with R&E
5	Other Tranches	To Be Agreed
6	Sender	X Percent (XX%) of total face value
7	Sender's Intermediaries	X Percent (XX%) of total face value
8	Receiver	X Percent (XX%) of total face value
9	Receiver's Intermediaries	X Percent (XX%) of total face value
10	Delivery	Drawdown Using Codes Provided According following agreed procedure.
11	Payment	via SWIFT MT103 DIRECT / TT WIRE TRANSFER Same Day Value
12	Note	It's understood that the amount and timing of tranches are defined between the bank officers and set by the Euro-Zone Banking rules and regulations.

The Schedule of Tranches

First Tranche of €XXX (XXX EUROS) second subsequent tranche for the residual total, for a total amount of XXX Euro.

IP-IP SPECIAL AGREEMENT PROCEDURE

1. The Receiver submits sign and seal this IP/IP 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 IPIP 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 should be registered in the receiver's bank.
3. The Receiver is obligated to provide for the Sender necessary details (account, beneficiary codes, password, IP code 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, IP code and etc.).
4. The Sender uploading the funds to the Receiver's account. After the full uploading by Sender of the funds to the Receiver's account the Sender within maximum twenty-four (24) hours provides multiscreen shots (black, blue and yellow screenshots (transfer slip)), without **Download, Final blocking, Final, Release codes and in case of existing Download Blocking Code**. This screen will be missing the **Download, Final blocking, Final, Release codes and in case of existing Download Blocking Code** for complete the download of the funds into the Receiver's corporate account.

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5. 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.
6. 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.
7. 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 IP/IP 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.
8. 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 IP transfer, already done.
9. SWIFT MT103 DIRECT / TT WIRE TRANSFER must be transmitted by the SWIFT.COM system. Also, the all copies of these SWIFT messages must be sent to the sender and all beneficiaries via e-mail immediately after execution and/or transmission of settlement and/or payment, including.
10. Sender is obligated to send RWA letter to receiver's bank officer and will send MT 199 which the receiver's officer can check on the bank's server.
11. 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.
12. All subsequent tranches will be based on this procedure until collateral or funds become exhausted.

IMPORTANT NOTE

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 other than this agreement, three screen shots and bank endorsed PGL.
2. There is no Sender's bank officer involvement at any stages of the download. No phone or screen verification at all. Please make sure that Receiver's bank officer will not be provided by any authorization or contact with Sender's bank officer. The Receiver hereby agrees and confirms that the Sender is to provide him with a copy of server slip only. No any other documents will be required by the Receiver from the Sender during fulfilment hereof.
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 start the process of downloading the funds in t-

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he 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.

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 been 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 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.

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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.

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.

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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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IN WITNESS WHEREOF, the Parties have hereto executed this Agreement

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	Mrs. MEA AURELIE	SIGNITURE
TITLE	CEO	
PASSPORT NO.	08AI80234	
ISSUED COUNTRY	FRANCE	
ISSUED DATE	25/01/2018	
EXPIRY DATE	24/01/2028	

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	
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	
	Bank Website	
10	Account Number	
11	IBAN	
12	Account Name	
13	Bank Officer	
14	Bank Officer Tel	
15	Bank Officer Email	
16	Parent Company Name	
17	Parent Company Website	
18	Company E-Mail	
19	Company Officer E-Mail	
SENDER'S BANK SERVER DETAILS		
20	Transaction Code ID	
21	Global Server ID	
22	Global Server IP	
23	Global Server ID (Origin)	
24	Server ID	
25	Server IP	
26	Transaction Server ID	
27	Transaction Server IP	
28	Common Account Number	
29	Identity Code	
30	Sort Code	
31	Unique Transaction Reference (UTR)	
32	WTS	
33	Clearing House Code	
34	FED Code	
35	ISIN	
36	IMAD	
37	User ID	
38	Farm Name	FARM 42 / 107 / 110
39	Currency	EURO

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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 Tel	
15	Bank Officer Email	
16	Company Website	
17	Company E-Mail	

RECEIVER'S BANK SERVER DETAILS

18	Transaction Code ID	
19	Global Server ID	
20	Global Server IP	
21	Global Server ID (Origin)	
22	Access Code	
23	Identity Code	
24	Sort Code	
25	Permit Arrival Money	
26	WTS Server	
27	Common Account No.	
28	Imad No.	
29	ISIN	
30	Unique Transaction Reference (UTR)	
31	Farm Name	
32	Username	
33	User ID	
34	Bank Receiver Terminal	
35	Bank Receiver Network Delivery Status	
36	SRV1-Ebankingdb1	
37	SRV1-Ebankingdb2	
38	SRV1-Ebankingdb3	
39	Currency	EURO

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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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PARTY-B:

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ANNEX 6- RECEIVER'S COMPANY REGISTRATION CRETIFICATE:

PARTY-A:

PARTY-B: