



AArete Consulting

George Brown Jnr.

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MEMORANDUM OF UNDERSTANDING (MOU) the “Agreement”

This confidential instructions: Strategic Alliance and MOU (The "Agreement") is effective (Date)

Between:

Mr. (PARTNER 'A')

AND:

Mr. (PARTNER 'B')

This Memorandum of Understanding is in accordance with the legislation in force and subject to the clauses and conditions agreed upon below:

Article 1. OBJECTIVE

1. PARTNER 'A' approaches PARTNER 'B' for a mutual cooperation whereby the objective is to

create an alliance to engage in business and secure a total sum of \$50Million unpaid Contract Payment in the most efficient manner. Both parties desire to provide for the joint exploration, evaluation, and implementation of the practices and procedures necessary to ascertain successful transactions and allow each party to equitably share the benefits.

Article 2. LEGALITY OF THE PROJECT.

PARTNER 'A' and PARTNER 'B' agreed that for the sake of our reputation, professional ethics and safety, this project will be conducted legally free from any breach of law. Partner 'A' hereby agreed to provide partner 'B' with every legitimate information and should be held accountable for any misappropriation and misleading information. Partner 'A' legally declares that the Over Invoiced Contract Fund is not associated with any form of criminalities such as money laundering, drug related activities, terrorism or war sponsorship fund and human trafficking related activities. The aforementioned over-invoiced contract fund shall be officially released to the second party 'B' designated bank account successfully without ANY hitch, interference or interruption by any security agency in any of their countries, if such occurred, partner 'A' shall take the responsibilities and penalty attached.

Article 3. REMUNERATION OR FINANCIAL BENEFIT.

Sharing percentage is agreed as follows;

1. First Party "A" is entitled to 60% of \$50M ===== \$30,000,000.00
2. Second Party "B" is entitled to 30% of \$50M ===== \$15,000,000.00
3. 10% of \$50M ===== \$5,000,000.00 stands to cover any form of expenses.

If expenses incur, it remains partner A & B collective efforts to sort out from our pocket and reimburse ourselves from the 10% after execution of the transaction. Expenses include paperwork, logistics, taxes (if any) etc.

Article 4. PROCUREMENT

3.1 Procurement Services.

- i. Subject to the terms and conditions of this Agreement, the partner 'A' will be the sole provider of necessary legal information, guidelines and comprehensive advice and directions.
- ii. The intent of the partner 'A' and Partner 'B' is to work collectively to activate and actualize their common objective. For as long as the agreement remains in effect, the first party shall maintain and operate in accordance with the prudent business practices and shall be in the central position to negotiate and actualize the documents required to meet the anticipated needs.
- iii. Subject to the terms and conditions of this Agreement, the documents procurement services to be provided shall include partner 'B' to cooperate with partner 'A' by taking over certain costs

when required payable through a legal system.

Article 5. RESPONSIBILITY.

Both partner (A) and partner (B) acknowledge the fact that realization of their desires required among other things, joint effort.

Article 6. SERVICE REQUIREMENTS.

The services requirement and the consequences of achieving or not achieving this project rest on the efforts, contributions and commitment of both parties. The services required will be the key performance indicator applicable to both parties. Both parties shall collectively establish quality mechanisms and conduct to achieve their objectives.

Article 7. PRIVACY, CONFIDENTIALITY, TERM AND CONDITIONS

PARTNER 'A' and SECOND PARTY 'B' undertake to maintain the strictest secrecy and confidentiality with regards to all information, whether contained in this Memorandum of Understanding, or in any act related thereto during or after expiration.

Article 8. DISPUTE RESOLUTION

Both parties agree that any misunderstanding arising during the execution of this Agreement and transaction shall be settled amicably between both parties as follows:

- a) The party claiming the existence of a dispute or misunderstanding shall send written notification to the other party indicating the nature of the dispute or misunderstanding.
- b) Both Parties shall attempt to settle the dispute through negotiation, reconciliation and dialogue.

Article 9. MISCELLANEOUS PROVISIONS

- 1. This Memorandum of Understanding binds both parties
- 2. No amendment or modification of this Memorandum of Understanding shall be effective or enforceable unless made in writing and executed in agreement by both parties.
- 3. This Memorandum of Understanding shall be legally registered with a certified Public Notary (Preferably in the United States of America), or as agreed by both Parties.

Article 10. TERMS AND EARLY TERMINATION

9.1. Term

The term of this Agreement will be commencing effectively upon signatory of both parties.

9.2. Termination for Cause

Each party may provide the other party with a notice of intent to terminate this Agreement in the event of:

9.2.1 A default by the other party of an obligation to comply as required.

9.2.2 A cessation of all remuneration or percentage share accrued to another party as agreed. **9.3. Other Termination**

9.3.1 By second party: Second party may terminate this Agreement by written notice if any of the following events have occurred.

- a) A change in Control of the first party activities and behavior.
- b) If behavior of first party become suspicious.
- c) If his security and safety is not guaranteed anymore by the first party.
- d) If the first party has any criminal tendency.

9.3.2 By First Party: First Party may terminate this Agreement by written notice if any of the following events have occurred:

- a) A change in Control of Second Party activities and behavior
- b) If the behavior of Second party become suspicious
- c) If Second Party cannot guarantee safety of the fund in his account
- d) If the second party has any criminal tendency and display betrayal

9.3.3 Both parties is liable to terminate this memorandum of understanding for any delay or default in its execution ONLY if such delay or default is caused by conditions beyond control including without limitation, Governments policies or restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected, and to terminate the agreement under this circumstances should be in mutual consent.

Article 11. Termination Transition.

Upon delivery of a Notice of Termination pursuant to Section 9.3, both parties shall cooperate with each other in terminating and winding down the business relationship contemplated by this Agreement.

Article 12. CONFIDENTIALITY

Both parties agreed to hold Confidential Information received from each party in confidence, and take reasonable steps to ensure that they maintain confidential obligations of this project.

Article 13. AMENDMENT

Any alterations or modifications of the terms of the contract shall be by negotiation and mutual consent, otherwise the signing of this agreement and notwithstanding, all previous correspondence pertaining to this transaction will become ineffective.

Article 14. PRIVACY AND CONFIDENTIALITY

FIRST PARTY 'A' and SECOND PARTY 'B' undertake to maintain the strictest secrecy and confidentiality with regard to all information, whether contained in this Memorandum of Understanding, or in any act related thereto during or after its expiry.

This portion of the agreement shall remain effective for the period of the transaction.

In witness whereof, the parties declare that they have read and are fully aware of all the provisions, terms, and conditions of this Memorandum of Understanding (MOU) and signed without coercion, thereby entering into a transaction with full cooperation, commitment and transparency to accomplish the project.

FOR THE PARTNER 'A'

Name:

Passport Number:

Country of Origin:

Address:

Signature/Stamp or Fingerprint:

Date:

PARTNER 'B'

Name:

Passport Number:

Country of Origin:

Address:

Signature/Stamp or Fingerprint:

Date