

MANDATE TO SECURE PROJECT FUNDING

issued by
COMPANY NAME

(hereinafter referred to as Client)
Herein represented by
Clients Name
Company Legal Representative

(Duly Authorised)

to

Mr.NICOLO CERNI
(hereinafter referred too as Consultant)
NCA NICOCERNI Ltd - Dublin
(Duly Authorised)

(Also referred to as 'Party' or 'the Parties')

Nicolo Cerni
& c/o Pat Gleeson
Nicholastown, Kilcullen,
County Kildare,
Ireland. R56 HF57

pgleeandassociates@gmail.com
+353 86 0681153
NCA NICOCERNI Ltd

THIS AGREEMENT is made this _____ day of _____ by and between Nicolò Cerni , hereinafter referred to as ("CONSULTANT") and _____ hereinafter referred to as ("CLIENT") .

The following represents our agreement, in consideration of each other's promises or acts with respect to this Finder's Fee Agreement. Consultant has introduced and/or will introduce potential Investors/lenders to Client in return for Client's agreement to pay Consultant (or nominee) compensation for these introductory services if an investment is made.

Therefore, the parties herein agree as follows:

1. Investor. The "registered" Investors, i.e., those investors which Consultant will introduce to Client, will be named and listed by separate cover letter(s), and such letters) shall be governed by, and included under the provisions of this Agreement as if included herein.

Further, the compensation you have agreed to pay Consultant shall be payable in the event any registered investor, associate, co-investor or other entity procured by a "registered" Investor purchases from, invests in or advances funds toward Client's project and/or company. All are defined as an "Investor."

2. Initial Investment. Should an Investor purchase, invest and/or loan monies, properties, patents (or anything of value) toward any of Client's projects and/or Client's company (all defined as "Company"), regardless of the form such proceeds are so invested, then Client agrees to pay Consultant _____ percent (_____ per cent _____ %) of the proceeds (or value) so purchased, invested and/or loaned to the Company. this compensation to

Consultant shall be based upon the gross amount invested, prior to any deductions, expenses or offsets of any kind. Payment will be made by cashier's checks or money order payable to the order of Consultant upon Client's receipt of funds (or value).

3. Other Investments. Should Investor invest additionally In Client's Company after the initial investment is made, Client will pay Consultant a fee of ___ percent (_____ per cent ___ %) of any such additional funds (or value) later invested. This fee will be paid to Consultant upon Client's receipt of funds (or value). These provisions for compensation, as to other funding, shall last for a period of three (3) years from the date any Investor first Invests In Client's Company.

4. Limitation of Service. This Agreement relates solely to Consultant's services as a finder in introducing Client to prospective investors. There are no additional services that Consultant is required to perform to be entitled to the above compensation in the event an investment is made. Consultant will not engage in any negotiations whatsoever on behalf of Client or any investor. Nor will Consultant provide Client or any investor with information which may be used as a basis for such negotiations. Consultant will have no responsibility for nor will Consultant make recommendations concerning the terms, conditions or provisions of any agreement between Client and an investor, including the manner or means of consummating the transaction.

4.01 The appointed consultant may offer services and/or tools to improve the creditworthiness or debt capacity of the Client, such services include, but are not limited to, the modelling of pro-forma business plans, assistance and validation during due diligence examinations by investors/financiers, for all such services the consultant will be remunerated according to his fee and expense list upon presentation of a cost estimate

CONSULTANT REPRESENTS THAT IT IS NOT A LICENSED SECURITIES DEALER, AND THAT THIS AGREEMENT IS NOT INTENDED FOR THE PURPOSE OF BUYING, SELLING OR TRADING SECURITIES.

5. Miscellaneous. This Agreement shall be binding upon all parties and their respective estates, heirs, successors and permitted assigns. This Agreement may be changed only by the written consent of all parties. This Agreement may not be assigned by either party without the written consent of the other. This Agreement is the entire agreement between us. Should any legal proceeding be necessary to construe or enforce the provisions of this Agreement, then the prevailing party in such legal action shall be entitled to recover all court costs, reasonable attorney fees and costs of enforcing or collecting any judgment awarded. The judgment by any court of law that a particular section of this Agreement is illegal shall not affect the validity of the remaining provisions.

It is our intention that the laws of the Republic of Ireland shall govern the validity of this Agreement. Your signature below shall bind you to the terms and conditions of this Agreement.

Fees and expenses (excluding VAT)

(applicable to all additional services other than simple brokerage)

The principal undertakes to pay the consultant's fees and all expenses as follows:

a) standard fee

for services performed in the office € 150.00/hour

b) increased fee 180.00/hour

for services performed outside the office up to 2h for half a day

for one day's absence from the office € 500.00

for a full day away from the office (transfer) € 1'100.00

c) stationery and other expenses

In addition to the fees, the consultant shall be entitled to reimbursement for documented disbursements and expenses, opening of files, secretarial work, writing, travel and filing of documents,

according to the following parameters:

1. wrapping + filing per wrapper / file € 40.00
2. writing (including copies for wrapping) per page € 2.00
3. photocopies per page € 1.00
4. telephone calls (both incoming and outgoing basic charge) per call € 2.00
5. outgoing calls (foreign + mobile) basic fee + per call actual cost
6. incoming faxes per page € 1.00
7. outgoing faxes per page € 1.00
8. outgoing telefax abroad per page € 2.00
9. incoming/departing or outgoing e-mail per page € 3.00
10. sending/receiving e-mail attachments per page € 1.00
11. postal costs actual cost
12. travel by car per km € 0.41
13. travel by train or plane : the actual cost (***)
14. translations (I/D/F European languages) per word € 0.11 (Asian languages) per word € 0,14

(***) for rail travel reduced rates apply with 25%-50% discount card

for air travel economy class prices and conditions apply for continental routes

business class prices for extra CEE and intercontinental routes, plus all in one insurance policy

ANNEXURE 'A'

MUTUAL CONFIDENTIALITY

and

NON-DISCLOSURE NON-CIRCUMVENTION AGREEMENT

between

NCA NICOCERNI Ltd

Nicolo Cerni

& Pat Gleeson

**Nicholastown, Kilcullen,
County Kildare, Ireland. R56 HF57**

and

Company Name and client's name

NON CIRCUMVENTION NON DISCLOSURE and CONFIDENTIALITY AGREEMENT

Relating to Intellectual Property, Business Development, Goods Production and Processing

PARTIES and PURPOSE

The undersigned are mutually desirous of doing business or transactions with respect to arranging, brokering, selling, buying and developing properties, mining, mineral and agricultural production and processing undertakings as well as development of products and systems of any kind whatsoever.

It is their intention that the information exchanged during the course of doing business as well as the documents that will be generated subsequent to the execution of this Agreement and / or any information contained in such documents, will not be passed under any circumstances whatsoever to an intermediary or broker or trader or any other company or private person without prior, specific written consent of the party or parties generating or having proprietary rights to such information and/or documentation.

This Agreement shall obligate the undersigned parties and their partners, associates, employers, employees, affiliates, subsidiaries, parent companies, nominees, representatives, successors, clients and assigns hereinafter collectively referred to as 'Party' or Parties', jointly, severally, mutually and reciprocally for the term of and to the performance of the terms and conditions expressly stated and agreed herebelow.

Furthermore, whenever this Agreement shall be referenced in any subsequent documents or agreements, the terms and conditions of this Agreement shall apply as noted and shall extend to any exchange of information in any form, involving the parties and any addition, renewal, extension, rollover amendment, renegotiation or new agreements that are in any way a component of all undertakings that shall hereinafter be referred to as 'The Project' or 'The Transaction'.

This Agreement is to demonstrate that the parties have each others best interest at heart and will act with integrity, respect and ensure that all Parties interests are promoted and improved.

NOW THEREFORE IT IS AGREED:

1 Non-Circumvention

The Parties hereby legally, wholly and irrevocably bind themselves and guarantee to one another that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, bypass or obviate each others interests or the interest or relationship between the Parties by means of any procedures involving any third parties, for the purpose of changing, increasing or avoiding, directly or indirectly, payments of established or to be established fees, commissions or the continuance of pre-established relationships or to intervene in un-contracted relationships with manufacturers or technology owners, intermediaries, entrepreneurs, legal council, or to initiate any transactional relationship that by-passes any one of the Parties in favour of any other individual or entity, in connection with the subject Transaction or Project or any related future Transaction or Project, refrain from soliciting business and/or contracts from sources introduced or presented or made available by one or other of the Parties.

2 Non-Disclosure

The Parties irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to any third party any confidential information provided by one party to the other or otherwise acquired, including but not limited to contract terms, product information, manufacturing processes, prices, fees, financing and financial information and schedules and information concerning the identity of refiners, producers, manufacturers, buyers, sellers, dealers, borrowers, brokers, distributors, technology owners or the representatives of the aforementioned or any other information deemed confidential or privileged within the broadest scope of the Project or Transaction without prior specific written consent of the party or parties generating or with proprietary rights to such information.

3 Excluded Information

The obligations of the Receiving Party pursuant to the provisions of this agreement shall not apply to any information that:

is known to or in the possession of the Receiving Party prior to disclosure thereof by the Disclosing Party;

is or becomes publicly known, otherwise than pursuant to a breach of this agreement by the Receiving Party;

is acquired independently of the Disclosing Party by the Receiving Party in circumstances that do not amount to a breach of the provisions of this agreement;

is disclosed by the Receiving Party to satisfy the Order of a Court of competent jurisdiction or to comply with the provisions of any law or regulations in force from time to time; provided that in these circumstances, the Receiving Party shall advise the Disclosing Party in writing prior to such disclosure to enable the Disclosing Party to take whatever steps it deems necessary to protect its interests in this regard ; provided further that the Receiving Party will disclose only that portion of the information which it is legally required to disclose and the Receiving Party will use its reasonable endeavors to protect the confidentiality of such information to the widest possible form in the circumstances;

is disclosed to a third party pursuant to the prior written authorization from the disclosing party;

4 Non-Partnership

This Agreement in no way shall be construed as being an agreement of partnership and none of the Parties shall have any claim against any separate dealing, venture or assets of any other party, nor shall any party be liable for the separate and independent actions of any other.

5 Force Major

A party shall not be considered or adjudged to be in violation of this Agreement when the violation is due to circumstances beyond its control, including but not limited to act of God, civil disturbances

and theft or appropriation of the privileged information or contract(s) without the intervention or assistance of one or more of The Parties.

6 Variation

No addition to, variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the Parties hereto or their duly authorized representatives.

7 Term

This Agreement shall be valid for five (5) years commencing from the date of this agreement.

This Agreement may be renewed for a further period of five (5) years, subject to and upon the terms and conditions agreed between and among the signatories.

This Agreement shall apply to:

- All transactions originated during the term of this Agreement.
- All subsequent transactions that are follow up, repeat, or extended transactions or renegotiation(s) of transactions originated during the term of this Agreement.

8 Dispute Resolution

This Agreement shall be construed in all respects in accordance with the laws of South Africa.

This is a good faith Agreement. Both Parties shall therefore deal with each other with the utmost good faith. In this spirit the Parties shall, in the event of any disputes arising, use their best endeavours to resolve the dispute amicably. Should this not prove possible within 72 hours of a dispute arising, each Party shall forthwith appoint an independent expert in the field of the dispute and the experts shall meet and make a decision on the matter in dispute as well as the allocation of costs within a further 48 hours of being appointed. Should they fail to arrive at a decision within 48 hours they shall appoint an umpire. The tribunal so constituted shall make a decision within a further 48 hours which shall be final and binding on the Parties. Any decision arising out of this process may be made an order of the court by either Party. The Parties shall ensure that the process outlined above is finalised expeditiously.

The Parties further agree to carry out the terms of any arbitration award without delay and shall be deemed to have waived their right to any form of alternative recourse, by or through any other means, insofar as such waiver can validly be made.

Each of The Parties named in an Arbitration proceeding and/or required to appear under such a proceeding, unless otherwise agreed, shall be responsible for its own legal expenses. The prior sentence notwithstanding, any Party adjudged by the Arbitrator to be in material breach of this Agreement shall compensate in full the aggrieved party, its heirs, assignees and/or assigns, for the total remuneration received as a result of business conducted with The Parties covered by this agreement, plus, subject to the determination of the Arbitrator, all its arbitration costs, legal expenses and other charges and damages incurred relative to its dealings banks, lending institutions, corporations, organizations, individuals, lenders, or borrowers, buyers or sellers that were introduced by the aggrieved party, notwithstanding any other provisions of the award.

9 Attestation, Notices and Domicilia

Each representative signing below, guarantees that he/she is duly empowered by his/her respectively named company to enter into and be bound by the commitments and obligations

contained herein either as an individual, company, LLC, corporate body or on behalf of a corporate body or other legal entity and chooses as their respective domicilia citandi et executandi their addresses as set out in this clause for purposes of matters arising from or in connection with this agreement.

Physical address:

Postal address:

For attention of:

Company Name _____

Clients Name _____

Physical address:

Postal address: P O Box

For attention of:

or at such other address, not being a post office box or poste restante, of which the Party concerned may notify the other/s in writing.

DATED and SIGNED at _____ on this ____ day of _____ 2023

Nicolo Cerni (Pty) Ltd :

Name: _____

Designation: _____

Passport/I.D. No.: _____

AS WITNESS:

1 _____

2 _____

DATED and SIGNED at _____ on this ____ day of _____ 2013

Company Name; _____

Name: _____

Designation: _____

Passport/I.D. No.: _____

AS WITNESS:

3 _____

4 _____