

BROKER BUSINESS AGREEMENT

PROJECT FINANCING, BANK GUARANTEES, MONETIZATION, EPC CONTRACTS,
ENERGY BOT INVESTMENT BUILDING MATERIAL & EQUIPMENT EXPORT

Hong Kong, ...2025

Between

INTERNATIONAL BUSINESS TRADING LTD, Intermediation and Service Firm, with registered office in Unit 803, 8/F, Tai Tung Building, 8 Fleming Road, Wanchai, Hong Kong, China Registration number HK 1749443 represented by, born in(.....) on, ID: Passport (Att. 2) released in, on by, Authorized Representative with full powers to sign as Sales Director, hereinafter-called **IBT** (including its Subsidiaries and associates companies)

and

..... Firm, with registered office in, Chamber of Commerce Registration number represented by Mr., born on in, ID: Passport (Att. 2) released in, on by, Authorized Representative with full powers to sign as, hereinafter-called(including its Subsidiaries and associates companies)

PREAMBLES

The Premises are an integral part of the following agreement.

- Given that:
IBT represents, as Broker, Chinese Export Credit Agency, worldwide financial institutions/partners, providers of Bank Guarantees, Monetizers, Chinese EPC contractors and Chinese manufacturers in building sector. Main fields of activity are PROJECT FINANCING, BANK GUARANTEES, MONETIZATION, EPC CONTRACTS, ENERGY BOT INVESTMENT, BUILDING MATERIAL & EQUIPMENT EXPORT
- has confirmed interest to cooperate with **IBT** toward the adjudication of business of different nature making part of **IBT** above-mentioned fields of competences depending by **IBT**'s partners terms and conditions, **IBT** considers as the facilitator to assist **IBT** in obtaining contracts from clients.
- has confirmed its interest in identifying public or private projects/clients who may be interested in **IBT** proposed services.
- has relations knowledge, commercial experience, expertise and professional qualifications to effectively assist **IBT** commercially in the achievement of some contracts object of this agreement
- recognizes **IBT** as the main interlocutor for any transaction concerning its fields of competence. In the specific will refer to **IBT** as first for any opportunity of business making part of **IBT**'s fields of competences until an answer as by art. 4c will be transferred to from **IBT**.

Parties undertake to sign this Agreement to define modalities of partnership

All that follows has been agreed between the parties:

Art.1 OBJECT

IBT assigns to the promotion of its activities listed in Preamble 2 for the Financing, Construction Investing and Export contracts or any other kind of similar contractual definition with potential public and private customers that could procure a business advantage to **IBT** in its fields of competence.

..... will act in the interest of **IBT** all long the duration of this agreement.

ART.2 COMMITMENTS

..... undertakes to carry out commercial actions aimed at identifying potential projects/clients interested in the subject defined in art.1 respecting its role as **IBT** Representative.

- Participate to training sessions planned by **IBT** before start any commercial action and during partnership life period.
- is in charge of the preparation, assembling and presentation of documents to **IBT** as required by this latter both to allow the start of official evaluations of each project folder and during all process life until completion of all procedures.
All applications not complete as required by Att.1 (General Conditions) will be rejected.
- recognizes **IBT** as the main interlocutor for any transaction concerning its fields of competence. Due to non-competition, ... will refer to **IBT** as first for any opportunity of business making part of **IBT**'s fields of competences as procedure defined in art. 4b.
- will follow main road map indicated and updated by **IBT** during the process of project management
- will monthly in writing by email update **IBT** concerning stage of its commercial actions in process
- engages not to use any of Gmail, yahoo and any other public server emails addresses but

only corporate address email on private servers for any communication concerning the business relation with **IBT**

Art.3 IBT COMMITMENTS

IBT commits to:

- a) provide with all the technical information, elements and support necessary for the successful continuation of any form of introduction, presentation and commercial management during all process life aimed at the object of this agreement.
- b) make available a technical-commercial collaborator (French and English speaking) for clarifications, technical information and attendance at meetings in videoconference with potential customers procured by during the phases of negotiation, subject to prior notice by the latter
- c) Pay in the term and conditions indicated in Article 7.

Art.4 MODALITY OF EXECUTION

The parties undertake to comply with the following procedure:

- a) Regarding all potential clients and relations introduced by communications and transactions will go through or, if asked by **IBT** for any particular procedural reason, directly between **IBT** and client, or between **IBT**'s partner's and client, always copying if allowed.
- b) After preliminary discussions with project promoter and after had recovered by this latter the information depending by **IBT** T&C will send an inquiry to **IBT** via ordinary email to the address luigilupo@ibtprojects.com with project feasibility study and PAF (Project Application Form).
- c) Within 4 (four) working days from reception of above inquiry, **IBT** will reply to confirming or not the interest for proposed project.
In first case, the confirmation will have the value of recognition of as Competent Representative for the management of that specific negotiation and all subsequent ones with the same client (or all other legal units related to it).
In second case will not continue negotiation/discussions with client for same project on behalf of **IBT** and **IBT** will not continue any action on same project.
IBT could also inform that same project is already managed by other **IBT**'s Representative, in this case **IBT** will prove it to with opportune documentations and email copies.
- d) Once negotiations are started will periodically update **IBT** via ordinary email to the address luigilupo@ibtprojects.com about the progress.
- e) The parties will independently support any representing charge, travel, board and lodging expenses during the course of all negotiations.
- f) undertakes to provide its own activity without subordination, outside any hierarchical or disciplinary organization, with autonomy of means and organization, to pursue the objective of carrying out the role as **IBT**'s "commercial Representative partner".
- g) During the process of negotiations with client parties will share all concerned documents and in particular, in case of definition of final deal, **IBT** will share with the last edition of any signed contract with the customer to be considered confidential and not to be disclosed to third parties without the consent of **IBT**.
- h) If not expressly authorised by **IBT** in particular cases, ... and client will not have direct access to financial institutions or financial partners, **IBT** will act on client behalf upon express signed case by case power of attorney.
- i) After the signature of this agreement, **IBT** will provide with a formal Certificate of Mandate informing "to whom it may concern" concerning the cooperation.
- j) will appoint a main interlocutor responsible for all communication, commercial and technical coordination actions between **IBT** and
- k) accepts that its references, including the representative's photo, are published solely for the purpose of marketing and information of **IBT** commercial network for the entire duration of this agreement, in the ways preferred by **IBT**, on the internet platform owned by the latter

Art.5 REPLACEMENT OF THIS AGREEMENT FOR SPECIFIC DEALS

If, for any reason, for specific deals of particular nature, even if making part of same business fields listed in Preamble n.2, parties define an independent and specific contract for that specific business, this last contract cancels and replaces the present one.

Art.6 LIMITS of COMPETENCES and RIGHTS EFFECT

The parties define that the main obligation of subject of this agreement, is limited to all commercial tasks necessary to favour the conclusion of business making the object of Art.1

Any other nature possible agreement will have to make the object of independent writing or Appendix to this same one.

..... task will be considered completed when the contractual subscription, which certifies the "conclusion of the deal" will be reached.

Until that stage has to accomplish all necessary tasks to reach the mentioned purpose.

Art.7 COMPENSATION and COMMISSIONS

As compensation for the activities carried out by, the following is established

- a) **FINANCING:** 1,0% (one, percent) on global approved loan amount

- b) **EPC:** 1,0% (one, percent) on global EPC contract amount
- c) **FINANCING + EPC:** 1,0% (one, percent) on global approved loan amount
- d) **INVESTMENT:** in case of BOT contracts or any other similar transaction, 1,0% (one percent) on commercial global value of installed plant/business, if this value is defined in the contract between investor and the client. In case the commercial value of the installed plant/business is not defined in the contract between investors and the client, **IBT** assumes the responsibility to declare to at the end of negotiations the global real value on which the commission will be calculated.
- e) **BUILDING MATERIAL & EQUIPMENT EXPORT**
5,0% (five, percent) on global FOB Works Purchase Contract amount.

The commission includes any commercial intervention carried out by third parties, the latter are intended to be managed directly and exclusively by for each type of their intervention and any form of remuneration from the beginning of the specific negotiation on condition that they are recognized by In any circumstance in which any unknown third party will directly refer to **IBT**, the latter will divert them to which will be solely responsible for managing these relationships, without any obligation, not subject to any taxation and free to manage every third party.
The commission includes all charges necessary to carry out the commitment

The commission in favour of will be paid in the following terms

- PROJECT FINANCING: within 15 (fifteen) days from the date on which **IBT** will have collected its commission (or part of it) as by contractual agreement with client/financial institutions.
- BG / BG-MONETIZATION: within 7 (seven) days from the date on which **IBT** will have collected its commission as by provided in Bank Guarantee Deed of Agreement finalised by Client and Financial **IBT**'s partners.
- FINANCING + EPC and BOT INVESTMENT: on same EPC scheduled prorata basis depending on the EPC contract between Promoter and Contractor, within 20 (twenty) days after **IBT** will have received payment from Contractor
- BUILDING MATERIAL & EQUIPMENT EXPORT: within 7 (seven) days from the date **IBT** will have collected from client (advance and final payment)

PUBLIC PROJECTS

- in any case on same EPC scheduled prorata basis depending on the EPC contract between Government and Contractor, within 20 (twenty) days after **IBT** will have received payment from Contractor

Commission in favour of will be paid by swift bank transfer upon presentation of a regular professional service bill issued directly by (or by its subsidiaries on its behalf) to **IBT** (or by its subsidiaries on its behalf).

Invoice will include bank references for payment:

- Bank Name
- Account Name
- Bank account number
- Swift number

Art. 8 BROKER ENTRY FEE

As consideration for the Entry Fee in **IBT** commercial network, ... pays **IBT** the one-shot amount of € 800.00 (height hundred euro) which will be reimbursed by **IBT** to in occasion of the first liquidation of the commission due to accrued on the first deal.

Payment of € 800,00 (height hundred euro) Broker Fee is understood to be net of the transfer costs that remain at the charge of

The participation of in the training sessions is subject to the aforementioned payment.

IBT will issue entry fee € 800,00 (height hundred euro) Proforma Invoice to once confirmation of intention received by

Once Broker Fee paid, **IBT** will send final invoice to and signed contract.

Art.9 DURATION, COMMUNICATION and TERMINATION

9.1 - This agreement is valid for 5 (five) years starting from the date of its subscription

Its validity is therefore set from 26/04/2024 to 25/04/2029.

The contract is tacitly renewed for the same duration in the absence of an original letter that the party that intends to interrupt the contract must send to the counterparty by Recommended Courier with "signature for receipt" and via e-mail to the address of the counterparty's address provided for Art.10 within 2 (two) months from the date of expiration of this Agreement.

9.2 - In any case of contractual interruption (expiration, dispute, termination etc.) of the relations between **IBT** and this latter will continue to hold the right to the perception of the commission pursuant to Art.7 for:

- any business that may have been finalised after the date of the contract interruption for which negotiations have been started by

before the date of contractual interruption and then finalised after this date.

- for all contracts already finalized before the contractual interruption date, whose technical, bureaucratic and financial procedures will still be underway on this date.

9.3 - TERMINATION

Once it is signed, this Agreement shall be terminated:

- By **IBT** giving 7 (seven) days written notice of termination without reason or claim.
Any commissions due to shall be payable in accordance with the conditions herein prior (or upon) the termination.
- By **IBT** without giving notice should fail to provide to **IBT** projects corresponding to asked parameters consecutively for more than 180 (one hundred eighty) days.
- Immediately by **IBT** should commit any breach of the terms and conditions therein and failure to remedy that breach within a 7 (seven) days period.
Providing there have been no adverse proceedings, **IBT** shall remit any commissions due payable to upon termination.
- By collectively by giving 7 (seven) days written notice to **IBT** stating their reasons for termination.
- Automatically upon the expiry of contract duration as provided in 8.1.

Art. 10 CONFIDENTIALITY AND NON-USE

In consideration of each party's providing Confidential Information, the parties agree as follows:

- 1) The Receiving Party shall use any confidential received information concerning contacts exclusively to main scope of this agreement including any information about the Project, or the terms or conditions or any other facts relating thereto, including, without limitation, the fact that discussions are taking place with respect thereto or the status thereof, provided, however, that the Receiving Party may disclose such Confidential Information to its Representatives who are actively and directly participating in the evaluation of the Project or who otherwise need to know the Confidential Information for the purpose of evaluating the proposed transaction.
- 2) Each party shall cause all its Representatives to observe the terms of this Agreement and shall be responsible for any breach of the terms of this Agreement by it or its Representatives.
- 3) Each party will not use the Confidential Information (a) in any way detrimental to the other party's shareholders or (b) for any purpose other than in connection with the Project in discussion between the parties
- 4) The parties agree that the identities of the Contacts shall be recognized by the other party as the exclusive and valuable Contacts of the introducing Party and shall remain so for the duration of any discussion between the parties related to the Project and for the entire duration of this agreement
- 5) The parties agree not to do business with any of the revealed Contacts without the written consent of the counter party respecting, in any case, any involving of this latter in deals.

Art. 11 NON-CIRCUMVENTION

The parties accept and agree that all transactions shall be subject to the provisions of non- circumvention of the other party and all parties involved during discussions in, whether in a direct or indirect manner.

- 1) The parties undertake not to allow their contacts (including their Representatives, companies, associates, companies, joint ventures, partnerships, divisions, subsidiaries, employees, agents, contractors, heirs, assignees, designates or consultants) to contact, deal, negotiate, participate, do business in any transaction with any of the counterparty Contacts without the prior written consent of the party.

In short,

the Receiving Party, whether directly or indirectly through any of his Representatives including companies, sister or subsidiary or parent companies, partners, associates joint ventures, partnerships, divisions, subsidiaries, employees, agents, contractors, assigns, designees, or consultants or any third party, shall not pursue, enter into contact, negotiations, discussions, communication, commercial or non-commercial agreements/ contracts of whatsoever type or purpose or any other type of relationship with any of the potential clients of the Disclosing Party without prior written consent of this latter.

- 2) confirms that it has not received contact with any official **IBT** agent aimed at commercial offers prior to the signing of this agreement and that its knowledge of **IBT**'s commercial network and consequent confirmation of membership are not connected in any way with actions performed by **IBT** representatives up to today's date.
- 3) This Article shall be in effect for 10 years after termination of this agreement

Art.12 NON-COMPETITION

In case of contractual interruption (expiration, dispute, resolution, etc.) of the relations between **IBT** and the latter (and all physical and legal persons directly or indirectly connected to it) will not be able to exercise any commercial direct or indirect action in favour of **IBT**'s partners who's references will have learned before the interruption for the duration of 2 (two) years from the date of termination of the present.

In case of violation of the aforementioned obligations, **IBT** will have the right to act to block payments of any amounts in favour of deriving from the offense envisaged in this paragraph.

The Competent Judge will decide the additional penalties in addition to the above.

Art.13 DOMICILE OF PARTIES

For each communication concerning this contract the parties elect their domicile in:

INTERNATIONAL BUSINESS TRADING LTD

Address: Unit 803, 8/F, Tai Tung Building, 8 Fleming Road, Wanchai, Hong Kong, China.

Phone: + 852/ 3524-7138 +39 3425727385

Email: admin@ibtprojects.com luigilupo@ibtprojects.com

.....

Address:

Phones: +..... /+.....

E-mail:

Art.14 LIABILITY

..... and **IBT** shall keep confidential and not disclose to any third party technical, commercial or strategic information received during the process of negotiations.

Above information will be used exclusively to the main scope of this agreement.

Each party, in regards to its confidentiality obligations herein, acknowledges that the other party would be irreparably injured by a breach of this Agreement, and the non-breaching party, in addition to any other remedies available at law or in equity, shall be entitled to relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement by the breaching party.

Any such relief shall be in addition to, and not in lieu of, money damages or any other legal or equitable remedy available to the non-breaching party.

Art.15 LAW

For what is not expressly set out by this Addendum Clause shall apply, where appropriate, the provisions of the Chinese Civil Code.

Art.16 DISPUTE

The parties agree that, in the event of a dispute of any nature, if they are unable to reach a compromise by consensus, such dispute will be submitted to the People's Court of Tianhe, Guangzhou, for resolution.

In case the first instance of the case should be governed by a higher court, the Guangzhou Intermediate People's Court should have jurisdiction on it.

Art.17 POWERS

The parties accept and confirm the validity of this cooperation agreement starting from the date of its digital signature and transmission by email from one party to the other, and vice versa, of stamped and digital signed edition.

Both parties undertake sending to the other party an email to confirm the receipt of the stamped and signed edition of the contract.

After reading and accepting the above, the parties have concluded and signed this additional clause.

This contract is composed of 17 (seventeen) articles, 5 (five) pages and 1 (one) Attachment.

Written in English language.

The parties expressly accept clauses 1 to 17.

Read and approved on

...../...../2025

INTERNATIONAL BUSINESS TRADING LTD

Sales Director

Mr. Luigi Maria LUPO

.....

CEO

Mr.

In attached:

1) Copies of the subscriber's passports

ATT. 2, COPIES OF SUBSCRIBER'S PASSPORTS

